

AGREEMENT BETWEEN

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

AND

**DOCTORS COUNCIL, SEIU
LOCAL 10MD, AFL-CIO**

July 1, 2003 – June 30, 2007

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ARTICLE 1 – RECOGNITION

1. Rutgers, The State University of New Jersey (hereinafter "Employer" or "University") recognizes Doctors Council, SEIU (hereinafter "Union") as the sole and exclusive collective negotiations representative of all full-time and regular part-time (designated by the University as 50% time) staff physicians employed by Rutgers in the Rutgers University Health Services (hereinafter "RUHS" or "Health Services"). Excluded are the Medical Director- Health Services, supervisory physicians, probationary, per diem, temporary, and casual employees; all managerial and confidential employees, police, fire and craft employees, employees in all other negotiations units and all other employees.
2. Whenever the words "employee(s)" or "physician(s)" are used in this Agreement, it shall be deemed to mean the employees in the negotiations unit as defined in Article 1, Section 1, above.

ARTICLE 2 - NONDISCRIMINATION

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the University or the Union against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, marital status, age, handicap, status as a Vietnam-era or disabled veteran, sexual orientation, or membership or non-membership in or activity on behalf of or in opposition to the Union.

ARTICLE 3 - UNION SECURITY

1. The University agrees to deduct dues from the paycheck of each employee who furnishes a voluntary written authorization for such deduction for as long as the employee continues the authorization. Such authorization must be on a form acceptable to the University. The amount of dues shall be such amount as may be certified in writing to the University by the Union at least forty-five (45) days prior to the date on which deduction of dues is to be made. The Union shall pay all programming costs associated with deduction of dues.
2. The University shall remit to the Union every four (4) weeks all dues deducted together with a list of names of members from whose pay such deductions were made.
3. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union agrees that it will indemnify and hold the

Employer harmless for any claims, judgments, actions or proceedings made by any employee arising from deductions and remitted to the Union.

4. Representation Fee

Bargaining unit employees who are not members of Doctors Council shall be required to pay a representation fee in accordance with the provisions of this section.

A. Effective Date

Current Employees

All employees in the negotiations unit as of September 16, 2004 who do not become members of Doctors Council within thirty (30) calendar days from the date of this Agreement shall have a representation fee deducted from their salaries and forwarded to Doctors Council.

New Employees (hired on or after September 16, 2004) Upon the expiration of a new employee's probationary period, a new employee who does not become a member of Doctors Council within thirty (30) days following the expiration of his/her probationary period shall have a representation fee deducted from his/her salary and forwarded to Doctors Council.

B. Amount

No later than twenty (20) calendar days following the date of this Agreement, Doctors Council shall notify the University of the biweekly amount to be deducted from non-members' salaries. If at any time during the term of this Agreement Doctors Council changes the amount of the representation fee, Doctors Council will provide written notification to the University of the new amount; the University will then begin representation fee deductions at the new amount no later than the second payroll begin date following receipt of such notification.

C. Mechanics of Deduction and Transmission of Fees

The representation fee shall be deducted from nonmembers' salaries in equal bi-weekly installments. Representation fee deductions will commence no later than the second payroll begin date following the Effective Date set forth above.

If, during the course of the year, a nonmember becomes a Doctors Council member, the University shall cease deducting the representation fee and

commence deducting dues after written notification by Doctors Council of the change in status. Conversely, if a Doctors Council member directs the University to cease dues deductions in a manner appropriate under the terms of the dues checkoff agreement, the University shall commence deduction of the representation fee after written notification by Doctors Council of the change in status.

After deduction, representation fees shall be transmitted to Doctors Council in the same manner and at the same time as Doctors Council dues.

D. Indemnification

Doctors Council hereby agrees to indemnify, defend, and save harmless the University from any claim, suit, action or judgment, including reasonable costs of defense, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the Agreement. This indemnification provision shall continue during any extension of this Agreement or during any period in which Doctors Council is collecting representation fees in accordance with this article.

ARTICLE 4 - UNION NOTIFICATION, RIGHTS, ACTIVITY AND VISITATION

1. The University agrees to send to the Union every four weeks a list of all employees in the negotiations unit. The list shall include name, campus address, home address, and rate of pay.
2. The Union shall be notified at the Employer's earliest convenience of any proposed new rule, policy, or procedure which affects the mandatorily negotiable terms and conditions of the employees in this negotiations unit. Changes in such rules, policies, or procedures will be negotiated with the Union before they are established or promulgated to employees represented by this negotiations unit.
3. Representatives of the Union shall have reasonable access to Rutgers' premises for the purpose of conferring and/or conducting meetings with the Employer, delegates of the Union and/or employees, and for the purpose of administering this Agreement. Such representatives must obtain permission from the Director of Health Services in New Brunswick or, at the Newark and Camden campuses, from the director of the Health Services facility for visits during working hours. No employee may leave the work site without obtaining permission from the supervisor.

4. The Union may designate one physician to act as the Union Delegate without loss of pay in accordance with #5 below. The name of this Union Delegate shall be certified in writing to Rutgers by the Union.
5. The Union Delegate may be granted permission to be away from work without loss of pay only for the purpose of attending grievance meetings or labor/management meetings and only when such meetings cannot be arranged during non-work hours. Such time away from work shall be reported on a form devised by Rutgers, and may not exceed a total of 15 hours in a fiscal year. Employees may not engage in non-work activity during work time without permission of the supervisor.

ARTICLE 5 - MEDICAL EDUCATION & TRAINING

Employment decisions will be based on a variety of factors including institutions of medical education and/or training. RUHS will not make employment decisions based solely on country of medical education and/or training.

ARTICLE 6 - HOURS OF WORK

1. **Schedules.** Prior to the beginning of each semester, and prior to June 30 with respect to summer schedules, the Director or his/her designee will advise the physicians of their schedules. Thereafter, Rutgers will not arbitrarily reduce or increase the hours assigned, change the days assigned, or change assigned on-call or after-hour coverage schedules. Where a major permanent schedule change is necessary, RUHS will give at least a month's notice to the affected physician(s) in writing with a copy to the Union. When a schedule change is due to an emergency, physicians will be notified as soon as practicable.
2. **After-hour and Weekend Physician Coverage.** The policy with respect to after-hour and weekend coverage is set forth in Section 163.50 of the Health Services Procedures Manual. Physicians who are not regularly scheduled for weekend coverage but who wish to be assigned it should make that request in writing to the Medical Director.

Authorization of compensatory time off shall not be inconsistent with the provisions of the "Policy Governing Additional Compensation for Full-time Staff Members with NL Titles" set forth at *University Regulations & Procedures Manual Section 3.6.16*.

3. **Switching Assignments.** A physician who wishes to switch a weekend assignment for personal reasons has the responsibility of arranging for coverage and informing the Medical Director or his/her designee prior to making the switch.
4. **Illness.** A physician who is ill will continue to arrange other coverage unless he/she is not physically able to do so. If the physician is not physically able to arrange for other coverage, he/she will notify the Medical Director or his/her designee who will assign a physician to cover the ill physician's weekend coverage duties.

ARTICLE 7 - PERFORMANCE APPRAISALS

Physicians shall be appraised periodically but at least annually. The purpose of this evaluation is to provide a regular dialogue between supervisors and physicians in which supervisors inform physicians about their expectations of physicians in the performance of their key areas of responsibility and about the extent to which the physicians are meeting these expectations.

Physicians shall be provided an opportunity to comment on the quality of the supervision they receive.

ARTICLE 8 – SALARY

1. **Salary Schedules.**

Annualized salaries for physicians will be as specified on the salary schedules, attached hereto as Appendices A and B. Salaries for physicians on 10-month appointments and/or on part-time status will be pro-rated accordingly.

Salary Increases.

Salary increases are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified in this article for the full period of the Agreement. In the event that funding appropriated and allocated to the University by the State is not adequate for the specific purposes and period identified in this article, the University shall give notification to the Union concerning the actions it intends to take, because of the inadequate funding, which will impact on the physicians represented by the Union. If the Union, in response to the University's notification, elects to reopen negotiations concerning

this article, the Union shall notify the University within ten (10) days subsequent to such notification and negotiations will commence within twenty (20) days.

Fiscal Year 2004-2005

Effective July 1, 2004, unit members shall receive a 2.4% across-the-board increase; additionally, a sum of money valued at 2.4% of the total base salaries of all unit members as of June 30, 2004 shall be available for the provision of merit-based increases to unit members.

One-time Payment

Effective sixty (60) days following ratification of this agreement, Rutgers agrees to pay a lump sum of \$1000.00 to each bargaining unit member, not to be added to the member's base salary.

Fiscal Year 2005-2006

Effective July 1, 2005, unit members shall receive a 2.4% across-the-board increase; additionally, a sum of money valued at 2.4% of the total base salaries of all unit members as of June 30, 2005 shall be available for the provision of merit-based increases to unit members.

Fiscal Year 2006-2007

Effective July 1, 2006, unit members shall receive a 3.79% across-the-board increase; additionally, a sum of money valued at 3.79% of the total base salaries of all unit members as of June 30, 2006 shall be available for the provision of merit-based increases to unit members.

All increases noted for the above fiscal years will be reflected in the minimum and maximum annualized salaries of Physician I and Physician II.

2. **Peer Evaluation Committee**

A Peer Evaluation Committee shall be formed, which shall consist of two members and one alternate from the bargaining unit. The purpose of the Committee shall be to recommend the amount of the annual merit-based increases as provided for in Fiscal Year 2004-2005, 2005-2006 and 2006-2007. The operating parameters of the Committee will be formalized through a side letter of agreement once an agreement as to the parameters is reached.

3. **Outside Offers**

If the Director determines that it is necessary to increase a physician's salary to meet an outside offer, the Union will be notified.

4. **Initial Placement on the Salary Range**

The salary of newly hired physicians will be at a rate within the minimum to maximum of the range which the department deems appropriate. If it is necessary to hire a physician at a salary beyond the maximum of the appropriate range, the Union will be notified.

ARTICLE 9 - FUNERAL LEAVE

An employee who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather, or any relative of the employee residing in the employee's household) may charge up to three (3) days for such absence to funeral leave. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to funeral leave.

An employee may charge one day as funeral leave for attendance at the funeral of the employee's mother-in-law, father-in-law, son/daughter-in-law, or grandchild

ARTICLE 10 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays either one full holiday or two (2) half holidays during the year-end holiday season, three (3) other holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual employee. Employees shall be eligible for the individually selected holidays after six (6) months of employment and the rules for its use will be governed by those applicable to Administrative Leave.

ARTICLE 11 - JURY DUTY

Rutgers shall grant time off with full normal pay to any regularly appointed employee who is required to serve for jury duty during such periods as the employee is actually upon such duty. If jury duty does not require the full work day, the employee must return to his/her duties.

ARTICLE 12 - SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days in a fiscal year) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) who is seriously ill, or for exposure to contagious disease if the department deems it likely that such exposure will endanger patients or other employees.

Sick leave days are earned at the rate of 1-1/4 days for each full month of service (fifteen (15) per fiscal year for 12-month employees) except that employees hired after the beginning of the first fiscal year will earn one (1) day for each full month of service in the first year of employment.

Employees who require more sick leave than accumulated will have their pay adjusted accordingly except that employees may charge such time to vacation or administrative leave. In such cases, all sick leave policies will apply.

Employees are expected to notify their supervisor preferably by telephone as early as possible at the beginning of the workday on which a sick leave day is used and to keep the supervisor adequately informed should the absence extend beyond one (1) day.

Unused sick leave is cumulative.

ARTICLE 13 - ADMINISTRATIVE LEAVE

Full-time 12-month employees shall be granted three (3) days administrative leave at the beginning of each fiscal year except that employees hired after the beginning of the fiscal year shall be granted a half (1/2) day administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three (3) days.

Administrative Leave shall be granted by Rutgers upon the request of the employee and shall be scheduled in advance, except for unforeseen emergencies, provided the request can be granted without interference with the proper discharge of the work in the work unit involved.

Administrative Leave may be used for religious observances or days of celebration, personal affairs, business and emergencies. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; (2) religious holidays; (3) personal matters; (4) other personal affairs. Administrative Leave may be scheduled in half-day units.

Unused Administrative Leave may not be carried into the next fiscal year.

ARTICLE 14 - VACATION

Regularly appointed full-time employees are first eligible for vacation leave upon completion of the fiscal year during which they are employed. Vacation allowance is earned on a monthly basis to a maximum number of days per year as set forth below. Vacation allowance is earned for each full month of employment. Employees on leave for a month or more do not earn vacation. The allowance earned in one fiscal year must be used before the end of the following fiscal year or it is forfeited. However, if it is mutually agreed between the employee and his/her supervisor, then a maximum of one (1) year's vacation allowance may be carried forward into the next succeeding year. However, an employee may not expect to combine the entire vacation allowance from two (2) fiscal years unless the supervisor and the employee mutually agree to such an extended vacation.

Any vacation allowance accrued at the time of retirement must be taken prior to the effective date of retirement. The retiring employee is entitled to any unused vacation earned in the previous fiscal year plus the amount of vacation accrued on a pro-rata basis for service in the fiscal year in which retirement occurs.

Vacation accrual is based on fiscal years of service and is as follows for 12-month full-time exempt (NL and N4) employees. Vacation is pro-rated for 10-month employees:

1. Less than one fiscal year of service: one working day for each full month of service
2. Completed one through four fiscal years: 15 working days
3. Completed five through 19 fiscal years: 20 working days

4. Completed 20 or more fiscal years: 25 working days

Vacations shall be taken at the convenience of the health service with consideration given to employees' preferences. All vacations are subject to approval by the supervisor. A physician may request vacation during the academic year when classes are in session provided such request is submitted in writing to the physician's center director for consideration. Requests for vacation at such times are subject to approval by the University Director of the Health Services.

ARTICLE 15 - CONTINUING MEDICAL EDUCATION

Physicians shall provide the Medical Director annually with evidence of completing 50 hours of continuing medical education consistent with AMA criteria. Physicians based in New Brunswick shall attend the weekly continuing education program at Hurtado Health Center which is coordinated by the Medical Director. In addition, physicians shall attend the annual two-day continuing education program in January.

A physician who wishes to attend a conference outside the University must submit the request to the Medical Director of Health Services on the form included in Section 160.71 of the Health Services Procedures Manual. Where the subject matter of the main presentation of the conference is directly related to issues and concerns of University Health Services, a physician may request up to five (5) days of time off without loss of pay to attend and may also request reimbursement for conference registration fees. Special consideration will be given to those who make a major presentation or hold a significant office in the sponsoring organization. The Medical Director promptly will advise the physician whether approval to attend such conference has been granted, the number of days off without loss of pay allowed, and how much of the registration fees may be reimbursed. All decisions made by the Medical Director shall be final, but permission to attend will not be unreasonably denied.

Physicians who are approved to attend and who attend professional conferences may request reimbursement of conference registration fees and reasonable expenses. Requests for reimbursement must be accompanied by itemized receipts that include the physician's name and must be presented to the Medical Director within thirty (30) calendar days after conclusion of the conference. The Medical Director will not unreasonably deny reimbursement. The total reimbursement made to a physician for such conferences attended will not exceed one thousand five hundred dollars (\$1500).

Physicians may request to attend the grand rounds of an affiliated institution. If the request is granted, the physician is obligated to attend the grand rounds or report to work if he/she does not attend.

To continue in employment at Rutgers, physicians hired after January 1991 must pass their specialty board exams by the second time the exam is offered following the initial appointment. Continued appointments without passing a board exam shall be considered an exception and require the approval of the Executive Committee. Physicians shall be eligible for three (3) days' time off to prepare for and take the exam. If the physician must take the exam subsequently, the physician will be eligible for up to two (2) days' time off to take the exam.

After a physician has completed six (6) continuous years of meritorious performance, he/she may apply for up to a three-month Continuing Medical Education Leave to pursue activities related to continuing medical education or to other interests of the Health Services. For the purpose of this paragraph only, physicians employed prior to November 13, 1992 shall be credited with a year for each year of employment up to three (3) years. Applicants for such leave shall submit a plan to the Director. Approval of such leave is at the sole discretion of Rutgers. Such leave may be granted with salary, with partial salary, or without salary.

If the Director requires a physician to attend a conference, the physician's expenses will be covered in accordance with the travel regulations set forth in the University Regulations, Procedures, and Forms Usage Manual.

ARTICLE 16 - LEAVE WITHOUT PAY

A physician who has completed at least one (1) year of regular employment may submit a written request for leave of absence without pay for consideration by the Director. If the purpose of the leave is for other than emergency reasons, the request for leave must be made at least one semester in advance. Such requests shall be granted only in exceptional situations.

If the purpose of the leave is medical education, the Director will accommodate the request if the Director determines that the education is necessary for the job and that such leave will not disrupt service to the students.

When a physician is unable to perform the duties of his/her job because of illness or injury and has used all accumulated sick time, the Director in his/her discretion may grant a medical leave of absence without pay. Such leave shall be granted only for medically substantiated reasons and shall be limited to a period of three (3) months.

If a physician requests such leave to enter a drug or alcohol rehabilitation program, a one-month leave will be granted. Additional time may be granted at the discretion of the Director.

Physicians should ascertain their benefits status and what action is needed on their part at the time leave without pay begins.

Family Leave Acts. The New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq., and the federal Family and Medical Leave Act of 1993 are applicable to physicians in this unit who meet the eligibility criteria of the Acts.

ARTICLE 17 - LABOR/MANAGEMENT CONFERENCES

A Labor/Management Conference is a meeting between the Union, the Office of Labor Relations and such other representatives of Rutgers as may be appropriate to consider matters of general interest and concern other than grievances and/or to present grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision relating to wages, hours, or terms and conditions of employment which are not mandatorily negotiable. Such a meeting may be called by either party and shall take place at a mutually convenient time and place.

ARTICLE 18 - DISCIPLINE

No physician will be disciplined without just cause, and the sole right and remedy of a physician who is disciplined shall be to file a grievance in accordance with the grievance procedure in this Agreement.

Except as may be otherwise provided for in this Agreement, progressive discipline shall follow the guidelines established by the University and published periodically by the Office of the Vice President for Administration and Associate Treasurer. A copy of subsequent updates to the guidelines will be sent by the Office of Labor Relations to the Union as they are issued.

ARTICLE 19 - GRIEVANCE PROCEDURE

1. Employees who are beyond the probationary period may use the grievance procedure. Physicians are probationary during their first 90 days of employment.

A grievance is defined as a claimed violation of any provision of this Agreement or of any Rutgers policy relating to mandatorily negotiable wages, hours or terms and conditions of employment, or an allegation that with respect to an administrative decision which affects mandatorily negotiable terms and conditions of employment, there has been a misinterpretation, misapplication or violation of such administrative decision which has affected mandatorily negotiable terms and conditions of

employment. Any decision not to reappoint a physician to the medical staff will be subject to the grievance procedure except for non-reappointment at the end of the initial appointment.

Employees should in the first instance discuss grievances informally with the person who precipitated the grievance. If there is no resolution at the informal stage, the procedure will be as follows.

Step 1

The grievance shall be presented in writing to the person who took the action, normally the immediate supervisor, within ten (10) working days after the occurrence of the event giving rise to the grievance. The grievance shall specify the alleged violation being grieved. Within two (2) working days after the grievance is submitted, the supervisor will arrange for a meeting. The employee may have representation at the meeting, if he/she desires, by a negotiations unit member employed by the University. This first level of supervision shall give his/her answer to the employee in writing within five (5) working days after the meeting.

Step 2

If the grievance is not resolved at Step 1, the employee may, within three (3) working days of the written answer, forward the grievance to the second level of authority with a copy to the first level of authority and to the Office of Labor Relations. Within five (5) working days of receipt of the written grievance, this second level of authority shall arrange for a meeting. The employee may have representation at the meeting, if he/she desires, by a negotiations unit member employed by the University. This second level of authority shall send his/her written answer within five (5) working days after the meeting to the employee, to the representative, if present, and to the Office of Labor Relations.

Step 3

If the Union is not satisfied with the Step 2 answer, the Union may request a Step 3 hearing by the Office of Labor Relations by forwarding the grievance to the Office of Labor Relations within three (3) working days of receipt of the Step 2 answer. Within five (5) working days, the Office of Labor Relations shall arrange for a meeting. The employee may be accompanied at the meeting by a representative of the Union who is not an employee of Rutgers. Within five (5) working days after the meeting, the Office of Labor Relations shall send a written answer to the employee and to any representative present at the meeting.

Step 4

If the grievance is a claim that a provision of this Agreement has been violated, and if that provision has not been designated as not subject to arbitration, the Union may submit the grievance to advisory arbitration within ten (10) working days after receipt of the written Third Step answer.

2. The arbitrator will be chosen from a panel or panels to be provided by the American Arbitration Association in accordance with the rules and procedures of the agency. The costs and expenses incurred by each party shall be paid by the party incurring the costs except that the fees of the neutral arbitrator and the administering agency shall be borne equally by Rutgers and the Union.
3. To be valid, a decision at any step must be within the extent of the authority of the hearing officer. No arbitrator functioning under the provisions of this grievance procedure shall have the power to amend, modify or delete any provision of this Agreement, nor may an arbitrator substitute his/her judgment for the medical judgment of persons charged with the responsibility for making that judgment. The arbitrator must expressly confine himself/herself to the precise issues submitted for determination.
4. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of negotiations unit members and the Union for any and all claims cognizable under this procedure.
5. The time limits above may be extended by mutual agreement of the parties to the grievance.
6. For the purpose of this provision, Saturdays, Sundays and holidays shall not be considered working days in computing the time limits provided for above. For grievants on 10-month appointments, July and August are not considered working days with respect to initial filing of a grievance except in the case of discipline. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step.
7. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of another employee as a witness during regular working hours, such employee shall not lose pay for such time. However, this

allowance of time off without loss of pay does not apply to preparation of the grievance, the grievant, or any witnesses in support of the grievance.

ARTICLE 20 - PERSONNEL FILES

A personnel file for each employee shall be maintained in the office of the Director of the Health Services. If the file is maintained in any other office, the employee will be advised where the file is being maintained. The file shall be available for examination by the employee during normal office hours by prearrangement. The employee may add to the file documents which pertain to his/her employment at Rutgers. The employee may purchase copies of the documents contained in this file for \$0.25 per copy.

ARTICLE 21 - LAYOFF

1. When RUHS decides to reduce the number of employees in the health service, the employee(s) affected are entitled to notice as set forth below. In making layoff decisions, RUHS will take into consideration physicians' length of service at the University as well as the needs of RUHS.
 - a. Five (5) working days notice for each continuous full year of service except that the minimum notice will be 20 working days and the maximum will be 125 working days. For purposes of this notice, 10-month appointments are considered full years and continuous.
 - b. During this notice period, employees will be provided reasonable consideration for time to seek other employment either through use of vacation, administrative leave, accrued compensatory time, adjusted work schedule, or leave without pay. All earned vacation time must be used prior to the effective date of layoff.
 - c. If during this period of notice, a vacancy which is to be filled occurs in the employee's job title, the employee is eligible for that vacancy provided that the Director determines that he/she has the requisite qualifications, ability, and suitability to perform the work available.
 - d. For one (1) year from the date of layoff notice, the employee will remain on a recall list. If during that time a vacancy which is to be filled occurs in the employee's job title, the employee is eligible for that vacancy provided that the Director determines that he/she has the requisite qualifications, ability, and

suitability to perform the work available. Notice of recall will be sent by certified mail to the employee's last known address on record.

- e. An employee who, prior to layoff, was full-time shall not lose his/her position on a recall list by declining a part-time vacancy. An employee who, prior to layoff, was part-time shall not lose his/her position on a recall list by declining a full-time vacancy.
2. In the event Rutgers plans to lay off employees, Rutgers shall give notice to the Union at least 30 days prior to the date of the anticipated layoff and, upon the Union's request, shall meet with the Union to discuss the reason(s) for the layoff.
3. Rutgers agrees to provide Doctors Council with notice as soon as possible, but in no event later than forty-five (45) days, prior to any privatization or sub-contracting out of the Health Services.

ARTICLE 22 - MEDICAL PRACTICE OUTSIDE THE STUDENT HEALTH SERVICE and SELF REFERRAL

If a physician engages in the practice of medicine other than with Rutgers, such practice may not interfere with or impair the physician's performance of his/her employment. Self referral of Rutgers' students or employees to the medical practice outside the University will require the permission and approval of the Medical Director.

ARTICLE 23 - MAINTENANCE OF STANDARDS

Rutgers and the Union agree that employees shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to employees in the bargaining unit provided for in the University Regulations, Procedures, and Forms Usage Manual and not provided for herein. During the life of the Agreement, any change in the University Regulations, Procedures, and Forms Usage Manual affecting mandatorily negotiable terms and conditions of employment of members of the bargaining unit shall be negotiated.

ARTICLE 24 - SEVERABILITY

Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of the Agreement.

ARTICLE 25 - MALPRACTICE COVERAGE

Rutgers provides malpractice coverage for physicians. Coverage extends only to work arising out of and in the course of performance of the duties of employment at the Rutgers University Health Services. Such coverage does not extend to any medical practice outside the Health Services or to any self-referral of Rutgers' students or employees. Rutgers will provide Doctors Council and physicians with written notice of significant changes in coverage.

ARTICLE 26 - PHYSICIANS STAFF MEETINGS

Regular meetings of the medical staff, Rutgers University Health Services, shall be held monthly during the academic year and at other times when deemed necessary by special circumstances. Such meetings will be held at a time and place designated by the Medical Director of RUHS. Members of the medical staff are required to attend such meetings unless excused by the Medical Director.

The purpose of these meetings is to discuss issues related to the development and implementation of quality health care programs for students, to exchange information concerning current developments in medical knowledge and patient care, to receive information about professional responsibilities, and to provide input and recommendations to the Medical Director concerning implementation of programs by RUHS.

ARTICLE 27 - JOB OPENINGS

Vacant positions which are included in the negotiations unit, and which are to be filled, will be posted on the Administrative/ Professional/Supervisory Vacancy Notification. When such a vacancy occurs, physicians who desire to transfer to that vacancy may submit a request for

transfer. If RUHS does not grant the request, RUHS will advise the physician why the request is not being granted.

The July and August Vacancy Notifications will be mailed to physicians on 10-month appointments upon written request to the Office of the Director. The written request must be made in June of each year and must include the summer mailing address.

ARTICLE 28 - PARKING

The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of one (1) percent of the employee's annual salary for employees earning less than \$25,000. Thereafter, the rate shall increase 2/100th of one (1) percent (.0002) for each additional \$5000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$25,000 - \$29,999 is .0012; for \$30,000 - \$34,999 is .0014; for \$35,000 - \$39,999 is .0016, etc.

The fee shall be based on the employee's annual salary at the time of billing. Collection of the motor vehicle registration fee shall be in January of each year.

To the extent permitted by law, effective on January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying such fee by way of a pre-tax payroll deduction.

ARTICLE 29 - HEALTH BENEFITS PREMIUM SHARING

All physicians represented by the Union who are eligible for health insurance benefits coverage under P.L. 1961 c. 49 (N.J.S.A. 52:14-17.25, et seq.) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative. This provision will become effective following the special enrollment period after ratification of the Agreement.

Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after September 16, 2004 shall not be eligible for enrollment in the Traditional Plan.

ARTICLE 30 - TERM

This Agreement shall be effective from July 1, 2003 through June 30, 2007.

Dated: _____

**RUTGERS,
The State University of New Jersey**

DOCTORS COUNCIL, SEIU

By: _____
Harry M. Agnostak

By: _____
Barry Liebowitz, M.D., President

Jeffrey Maschi

Kevin Collins

Jennifer E. Walker

William Newrock, M.D.

Melodee S. Lasky, M.D.

Annette P. Radick

Dorothy Kozlowski

**SIDE BAR AGREEMENT FOR ALTERNATE DAY OFF FOR THE PERIOD OF
JULY 1, 2003 THROUGH JUNE 30, 2007**

During the period of July 1, 2003 through June 30, 2007, a physician who is regularly scheduled to work Monday through Friday and who, in addition to working Monday through Friday, is required to work Saturday and Sunday to provide on-site clinic coverage at Hurtado Health Center for its regularly scheduled weekend hours of operation will be eligible to request an Alternate Day Off at a later date when classes are not in session during that same academic year. Application for an Alternate Day Off will follow the normal procedures for requesting time off and authorization to take such time will not be unreasonably withheld.

Dated: _____

**RUTGERS,
The State University of New Jersey**

DOCTORS COUNCIL, SEIU

By: _____
Harry M. Agnostak

By: _____
Barry Liebowitz, M.D., President

Melodee S. Lasky, M.D.

William Newrock, M.D.

**SIDE LETTER OF AGREEMENT
PEER EVALUATION COMMITTEE**

On September 16, 2004, Rutgers, The State University of New Jersey (“Rutgers”) and Doctors Council, SEIU (“Doctors Council”) agreed to the terms of a successor collective agreement (“Agreement”) for the period July 1, 2003 through June 30, 2007. Such terms included the formation of a Peer Evaluation Committee (“Committee”) for the purpose of recommending the amount of the annual merit-based increases provided for in the Agreement. This Side Letter of Agreement sets forth the agreed-upon operating parameters of the Committee and will remain in effect until June 30, 2007, and then thereafter as the parties may mutually agree in subsequent collective agreements.

Committee Membership

The Committee shall be comprised of two regular members and one alternate member (collectively referred to as the “Committee Members” unless otherwise specified). The alternate member shall serve for the purpose of recommending the amount of the annual merit-based increases for each of the two regular members. Doctors Council shall designate both the regular members and alternate member of the Committee and will notify Student Health Services of the identity of the members and any such changes in the membership.

Release Time

The Committee Members shall collectively receive a total of twelve (12) hours of release time during normal working hours for the purpose of determining the recommended amount of all eligible unit members’ annual merit-based increase. Committee Members shall be responsible for apportioning the total of twelve hours among themselves.

Release Time will be available beginning March 1 of each Fiscal Year. A regular and/or alternate Committee member who desires Release Time shall request such time at least two (2) weeks in advance. Requests for Release Time will not be granted, and previously-approved requests may not be honored, when the release time will interfere with the proper discharge of the work in Student Health Services. In the event of cancellation of approved Release Time, Student Health Services will work with the member(s) to reschedule the Release Time.

Notifications

On March 1st of each Fiscal Year, Student Health Services will notify Doctors Council of the estimated amount of the unit members’ total base salaries as of the close of such Fiscal Year. If there are subsequently any changes to the estimated amount, Student Health Services will notify Doctors Council accordingly.

On April 1st of each Fiscal Year, the Committee shall submit to Student Health Services its recommendations for merit-based increases for unit members for the next Fiscal Year. In the case of 10-month employees, the Committee should indicate whether the recommended increase represents an annualized amount or a pro-rated, 10-month amount.

Finality

The Committee's recommendations as to what amount, if any, of a merit-based increase shall be awarded to a unit member is not subject to the Agreement's Grievance Procedure or any other forum of appeal that may be provided by University Regulations and Procedures.

Implementation

The Committee members shall determine their own methods of criteria to make recommendations. It is understood and agreed between the parties that for the Fiscal Year beginning July 1, 2004, the Committee will submit to Student Health Services its recommendations for merit-based increases on or before February 18, 2005. Student Health Services will provide the annual 12 hours of release time for this Fiscal Year (2004-2005) needed for the Committee members to meet. It is understood and agreed between the parties that for the Fiscal Year beginning July 1, 2005, the Committee will submit to Student Health Services its recommendations for merit-based increases on or before April 1, 2005. Student Health Services will provide the annual 12 hours of release time for that Fiscal Year (2005-2006) needed for the Committee members to meet.

**RUTGERS,
The State University of New Jersey**

DOCTORS COUNCIL, SEIU

By: _____
Harry M. Agnostak

By: _____
Barry Liebowitz, M.D., President

Melodee S. Lasky, M.D.

William Newrock, M.D.

**APPENDIX A
ANNUALIZED SALARIES
PHYSICIAN I**

Effective July 1, 2004

MINIMUM. \$76,599
MAXIMUM. \$115,583

Effective July 1, 2005

MINIMUM. \$80,276
MAXIMUM. \$121,131

Effective July 1, 2006

MINIMUM. \$86,361
MAXIMUM. \$130,313

**APPENDIX B
ANNUALIZED SALARIES
PHYSICIAN II**

Effective July 1, 2004

MINIMUM. \$72,483
MAXIMUM. \$124,489

Effective July 1, 2005

MINIMUM. \$75,962
MAXIMUM. \$130,464

Effective July 1, 2006

MINIMUM. \$81,720
MAXIMUM. \$140,353

**APPENDIX C
A/P/S PERFORMANCE APPRAISAL**

Appendix C is for administration use only. The 2003-2004 appraisal matrix set forth below sets forth the current key duties and priority levels that form the basis of annual appraisals for each Physician. Neither the matrix nor any of its parts is made part of or incorporated into the Agreement between Rutgers and Doctors Council, to which this matrix is appended. The University will notify Doctors Council in advance of any changes to these criteria and/or priority levels.

**RUTGERS UNIVERSITY
2003-2004 A/P/S PERFORMANCE APPRAISAL**

Employee Name:

Notes: Attach this form to the “Recommendation Worksheet” to support salary or bonus recommendations. For more detailed instructions, see the UHR website (<http://uhr.rutgers.edu/compensation.asp>) or call 732-445-3020.

SECTION 1: APPRAISAL MATRIX

1. List the three to five **Key Duties** (use a word or short phrase to describe the duty) of the position.
2. Indicate the **priority percentage** for each duty (should total 100%).
3. **Appraise each duty** in Sections 3 & 4 (the following page), then **transcribe the rating** to the column below.

<u>Key Duties</u>	<u>Priority</u>	<u>Rating</u>
1. Patient Care Skills	40%	
2. Documentation of patient care referral, labs, etc.	10%	
3. Team Membership	40%	
4. Professional Development	10%	

SECTION 2: OVERALL ASSESSMENT

Based upon the appraisal rating for each key duty and its priority level, indicate the employee’s overall appraisal rating which reflects his/her performance during the past year by checking one of the categories below. Use the following rating scale and provide comments to explain your rating. (Check only one.)

Meets Standards. This rating encompasses a range of performance from satisfactorily meeting job expectations to occasionally exceeding job expectations. Almost all APS employees perform their jobs efficiently and with professionalism, so it is expected that most will be rated in this category.

Significantly and Regularly Exceeds Standards. This rating is reserved for employees who have made exceptional contributions advancing the objectives of their departments and the university and who consistently exceed job expectations. It is intended to recognize substantial accomplishments above and beyond the employee's regularly assigned responsibilities.

Does Not Meet Standards. Employees who do not satisfactorily meet job expectations and, overall, do not consistently perform their assigned responsibilities adequately will be given this designation. Employees rated in this category will be provided specific guidelines on how to improve performance and will be reevaluated in six months.

Note: Performance in the higher priority duties should have a greater impact on the overall assessment than performance in the lower priority areas.

Comments (add pages as necessary):

RUTGERS UNIVERSITY
2003-2004 A/P/S PERFORMANCE APPRAISAL

Employee Name:

Key Duty # 1: Patient Care Skills

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the FY 2003-2004 performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

Check here and detail on an attached page if standards are being modified for FY 2004-2005.

Meets Standards

Elicits relevant history for specific problem; includes psychosocial, risky health behaviors.

Performs relevant physical examination for specific problem, including labs, x-ray, etc.

Organizes and makes a logical synthesis of all collected data and has a sound rationale for clinical decisions.

Implements a therapeutic plan consistent with identified needs of patient accepted standards of practice time limitations of Health Services.

Significantly and Regularly Exceeds Standards

Considered by others in Health Services as a referral source, a leader, and skilled as a clinician. Is a creative thinker and a role model for positive changes.

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

Meets Standards

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

RUTGERS UNIVERSITY
2003-2004 A/P/S PERFORMANCE APPRAISAL

Employee Name:

Key Duty # 2: Documentation of Patient Care Referral, Labs, etc.

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the FY 2003-2004 performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

Check here and detail on an attached page if standards are being modified for FY 2004-2005.

Meets Standards

Writes legibly and charts data accurately – in an organized and concise format, with completion of charting in a timely manner.

Uses SOAP format consistently, including problem identification, fills in front cover of charts, and reviews and initials history forms.

Documents follow-ups of all patient contacts, abnormal diagnostic tests, and/or complex problems.

Demonstrates knowledge of policy and procedures of Health Services.

Other clinicians in Health Services are able to follow-up with client because all documentation is clear as to prescribed program of care.

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

Meets Standards

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

RUTGERS UNIVERSITY
2003-2004 A/P/S PERFORMANCE APPRAISAL

Employee Name:

Key Duty # 3: Team Membership

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the FY 2003-2004 performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

Check here and detail on an attached page if standards are being modified for FY 2004-2005.

Meets Standards

Consults and collaborates with other professionals.

Shares information and knowledge with other members of health care team.

Makes appropriate patient referrals.

Participates in student teaching and training programs within the Health Services.

Treats others, including patients and other staff members, with respect and an attitude that is professional, calm, and reasonable.

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

Meets Standards

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

RUTGERS UNIVERSITY
2003-2004 A/P/S PERFORMANCE APPRAISAL

Employee Name:

Key Duty # 4: Professional Development

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the FY 2003-2004 performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

Check here and detail on an attached page if standards are being modified for FY 2004-2003.

Meets Standards

- Continues education to enhance clinical skills.**
- Maintains a current knowledge base.**
- Maintains appropriate licensure and certification for their profession.**
- Participates as an active member of Health Services committees.**

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

Meets Standards

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

An employee may request a review of the appraisal as explained in the “Review Process If Procedure Is Not Followed” available on UHR’s website (<http://uhr.rutgers.edu/compensation.asp>) or by calling University Human Resources at 732-445-3020.