I. PURPOSE
To identify/define the due process for housestaff seeking resolution to an individual problem.

II. SCOPE
This policy is applicable to all members of the housestaff.

III. DEFINITIONS
Housestaff - refers to all interns, residents and subspecialty residents (fellows) enrolled in a RUTGERS Robert Wood Johnson Medical School postgraduate training program. A member of the housestaff may be referred to as a house officer.

IV. RESPONSIBILITY/REQUIREMENTS
A. Policy:
Every house officer is a member of the bargaining unit of the Committee of Interns and Residents Union (CIR) 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 related to non academic issues.

B. Definition:
A grievance is an allegation by a housestaff that there has been:

1. A breach, misinterpretation or improper application of the terms of the CIR 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 and which do not significantly interfere with inherent management prerogatives pertaining to the determination of public policy.
C. Preliminary Informal Procedure

The parties agree that all problems should be resolved, whenever possible, before filing a grievance. Housestaff may orally present and discuss a grievance with his or her Chief Resident, or with the University's approval, an appropriate designee. The grievant may, at his or her option, request the presence of a CIR representative.

D. Formal Steps

1. Step One: A grievant shall initiate his or her grievance in writing and present it formally to his or her Program Director or designee and to the University's Office of Employee Relations no later than (30) calendar days after the date on which the act which is subject of the grievance occurred or thirty (30) calendar days from the date on which the individual housestaff should reasonably have known of its occurrence. The Program Director or designee shall meet with the grievant and a representative of the CIR for the purpose of discussing the grievance. The Program Director or designee shall issue a written decision, stating the reasons therefore, within fifteen (15) calendar days following the conclusion of the meeting.

2. Step Two: If the grievance is not satisfactorily resolved at Step One, the grievant may file a written request for review with the appropriate Dean or designee within (14) days following the decision of the Step One decision. The Dean or designee shall review the grievance and where he or she deems it appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within (14) days, and a decision shall be rendered in writing within 14 days following the conclusion of the review.

3. Step Three: If the grievant is not satisfied with the disposition of the grievance at Step Two, he may appeal to the President.

4. Step Four: If the grievance involves a contractual violation of the Agreement, the CIR upon request of the grievant and as a representative of the grievant may, upon written notification of intent to arbitrate to the President or his designee, appeal the President's decision to arbitration.

E. Time Limits

A grievance must be filed at Step One within thirty (30) days from the date on which the act which is the subject of the grievance occurred or thirty (30) calendar days from the date on which the individual house officer should reasonably have known of its occurrence.

Approved by GMEC on 4/13/99