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COLLECTIVE BARGAINING AGREEMENT

AUG 26 1981

between

RUTGERS UNIVERSITY

Bergen County Board of Chosen Freeholders
THE COUNTY OF BERGEN, operating
THE BERGEN PINES COUNTY HOSPITAL

and

THE COMMITTEE OF INTERNS AND RESIDENTS

for the term

X JULY 1, 1979 to JUNE 30, 1981

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THIS AGREEMENT with an Appendix "A" attached hereto, made the 16 day of April, 1980, by and between the County of Bergen, operating the Bergen Pines County Hospital located in Paramus, New Jersey and having its principal place of business at the Administrative Building, Hackensack, New Jersey hereinafter, referred to as the "Employer" or the "Hospital" and the Committee of Interns and Residents having its principal place of business at 386 Park Avenue South, New York, New York hereinafter, referred to as the "CIR" or the "Union".

Whereas, it is the desire, intent and purpose of the parties that this Agreement shall make provision for all terms and conditions of employment of the employees represented by the CIR and thereby, promote good relations between the Employer and the employees represented by the CIR.

Now therefore, in consideration of the promises, covenants, undertakings, terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

ARTICLE I.

RECOGNITION

The Employer recognizes the CIR as the exclusive collective bargaining representative for all employees at the Bergen Pines County Hospital having Civil Service titles, medical intern, medical resident, psychiatric resident, chief medical resident and chief psychiatric resident excluding only supervisors within the meaning of the New Jersey Public Employer-Employee Relations Act of 1968 as amended and non-professional employees, confidential employees, and,

managerial employees, all within the meaning of the Act and also excluding attending physicians. The employees represented by the CIR shall hereinafter, be referred to as "House Staff Officers" or the "members of the bargaining unit" or employees having PGY levels 1, 2, 3, 4 or 5.

(PGY means Post Graduate Year)

ARTICLE II.

APPLICABLE
LAW

The parties acknowledge that the Employer is a public employer within the meaning of the New Jersey Public Employer-Employee Relations Act of 1968, as amended, that, the House Staff Officers are public employees within the meaning of the aforesaid Act, as amended, that, the parties are subject to the provisions of the Act as amended and that the parties are subject to the Rules and Regulations of the New Jersey Public Employment Relations Commission made pursuant to the Act as amended. However, either party reserves all its rights to appeal any decision, or order of the Commission to a Court of competent jurisdiction.

ARTICLE III.

EMPLOYEE'S
RIGHTS

All House Staff Officers may at their option, become and remain members of the CIR or refrain from becoming members. Neither party will discriminate against House Staff Officers because of their membership or non-membership in the CIR or because of their legitimate activity or non-activity on behalf of the CIR.

ARTICLE IV.

DUES,
DEDUCTION

The employer agrees to deduct CIR membership dues from the earnings of those House Staff Officers who individually request in writing, that such deductions be made.

Deductions shall be made twice a month provided the House Staff Officers have sufficient earnings to cover the deduction. The amount of the deduction shall be certified to the Employer by the Executive Director of the CIR. The aggregate deductions shall be remitted to the CIR by the 15th. day of the month next succeeding the month in which the deductions were made.

The Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article and the CIR agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any House Staff Officer arising from deductions made by the Employer pursuant to this Article. After the deductions are remitted to the CIR the disposition thereof, shall be the sole and exclusive obligation and responsibility of the CIR.

ARTICLE V.

CIR NOTIFICATION & CIR RIGHTS

As soon as practical following the execution of this Agreement and on each July 1 the Employer shall forward to the CIR a list of all House Staff Officers in the bargaining unit including names, civil service titles, and applicable post graduate year levels assigned by the Employer. The CIR shall receive notice of any changes within 30 days.

The Employer will inform all House Staff Officers that the Committee is their collective bargaining representative for all terms and conditions of employment.

Representatives of the CIR may enter upon the Employer's premises to meet with House Staff Officers for the purpose of administering the agreement or adjusting grievances. Such access shall be at reasonable times and locations which do not interfere with patient care or the business of the Hospital. A representative of the CIR shall first stop at the Employer's Personnel Office and advise that Office of the names of the House Staff Officers, the representative wishes to meet. Permission for House Staff Officers to meet with the representative shall not be unreasonably denied. The Employer will provide one bulletin board at a convenient location for the exclusive use of the CIR. Materials posted on the bulletin board shall be limited to CIR business. Representatives of the CIR may also request use of the Employer's premises to hold membership meetings for purposes other than organization. Approval of such requests to use the employer's premises shall be at the discretion of the Employer but approval will not be unreasonably withheld.

In the event that the legislature of the State of New Jersey enacts a law permitting the negotiation of an Agency Shop then, the parties will meet within 30 days following the effective date of such law and negotiate the issue.

ARTICLE VI.

MANAGEMENT RIGHTS

The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this agreement, or by law, all of the rights, powers, duties, authority, prerogatives of management, and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the Employer whether exercised or not, and are to remain exclusively with the Employer.

ARTICLE VII.

INDIVIDUAL

HOUSE

STAFF OFFICER

CONTRACTS

Prior to the beginning of employment each House Staff Officer shall enter into a written individual contract with the Employer. The individual contract shall not be inconsistent with the terms and conditions of this agreement. A copy of the standard form of the individual contract used by the Employer, shall be given to the CIR.

A House Staff Officer in their first year of service to the Employer shall be notified by January 1st., whether or not the contract will be renewed. Such Officer shall have until February 15, to accept or reject the offer. Officers in the second or subsequent year of service shall be notified by November 15 and shall accept or reject the offer by January 2nd.

ARTICLE VIII.

APPROPRIATE
DUTY
ASSIGNMENT

House Staff Officers shall not be regularly and recurrently assigned to duties not appropriate, to House Staff Officers. The appropriate duties for a House Staff Officer are set forth in LCGME - "Essentials of Accredited Residencies" published by the American Medical Association.

ARTICLE IX.

ANNUAL SALARY House Staff Officers shall be assigned a pay grade by the Employer in accordance with the provisions of this Agreement upon commencement of their employment and they shall be paid the annual salary for said pay grade. Pay grades and annual salaries are set forth in Appendix "A", consisting of one page which is attached to this Agreement. Payment of the annual salary shall be by check every two weeks.

The issue of annual salaries for pay grades for the year July 1, 1980 to June 30, 1981 is open. The issue shall be negotiated commencing March 1, 1980. The negotiated agreement shall be incorporated into and made a part of this Agreement effective July 1, 1980.

House Staff Officers employed as Chief Medical Resident or Chief Psychiatric Resident shall have their annual salary level increased by \$1,000.00 over their pay grade level.

A House Staff Officer who is designated by the Employer as Acting Chief Medical Resident or Acting Chief Psychiatric Resident and who serves in such title thirty or more consecutive days, shall have his or her annual salary level increased by \$1,000.00., effective on the 1st. day of such service. Thereafter, the House Staff Officer will be paid at the increased annual salary level for the period he or she serves on such acting title.

A House Staff Officer who during the term of this Agreement completes a year of service at the Hospital, as

determined by the Director of the appropriate Hospital Service, who accepts an offered position of employment as a House Staff Officer for the next succeeding year shall be assigned to the next higher pay grade and shall be paid the annual level for such higher pay grade.

A House Staff Officer who has completed one or more years of service in an LCGME-ADA accredited training program other than Bergen Pines County Hospital shall be assigned a pay grade which gives credit for prior experience, but not to exceed two years. For instance, a House Staff Officer who has one year of such service, shall be assigned the pay grade for PGY 2 and a House Staff Officer who has completed two years of service shall be assigned the pay grade for PGY 3.

ARTICLE X.

HOLIDAYS

The employer recognizes the following days as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. In addition, any other day which is declared a holiday by the statutes of the State of New Jersey will be recognized as a holiday.

Holidays which occur on a Saturday, will be observed on the next preceding Friday and Holidays which occur on a Sunday, will be observed on the next succeeding Monday.

A House Staff Officer who is scheduled to work on a recognized holiday will receive a day off with pay within 60 days on a subsequent date which is mutually convenient to the House Staff Officer and the Employer. In the event that a mutually convenient day off can not be agreed upon, then the House Staff Officer shall receive one extra days pay for each Holiday worked.

ARTICLE XI.

VACATIONS

House Staff Officers shall be entitled to 20 working days vacation during the period July 1 to the next succeeding June 30. Scheduling vacations shall be subject to the approval of the Employer. If a holiday recognized by Article X. occurs during an approved vacation period, then such holiday shall not be counted as a vacation day.

ARTICLE XII.

LEAVE DUE
TO SICKNESS

All House Staff Officers shall accrue sick leave at the rate of 1 1/4 days for each month of employment. There shall be no limitation on the amount of sick leave so accrued

In the event that a House Staff Officer is unable to perform his or her duties on a day that the Officer is scheduled to work as a result of non-service connected illness or non-service connected injury then, the Officer may request that the time during which he or she was unable to perform duties be charged against accrued sick leave and that he or she suffer no loss of pay as a result of such illness or injury. The Employer reserves the right not to pay the Officer if the Officer has not submitted satisfactory proof to the Employer of illness or injury which prevents the Officer from performing his or her duties.

ARTICLE XIII.

LEAVE DUE
TO WORK
RELATED
ILLNESS OR
JURY

House Staff Officers who are unable to perform their duties as a result of a job related illness or injury, shall receive the benefits provided by the Employer as of July 1, 1979 and New Jersey Workers' Compensation Insurance."

ARTICLE XIV

LEAVE FOR
PERSONAL
BUSINESS

A House Staff Officer shall be entitled to one (1) day leave with pay during the period July 1, to the next succeeding June 30 for the purpose of conducting personal business. All personal leave days must be scheduled in advance of the taking of the same and approved by the Employer. Scheduled and approved personal leave days will not be unreasonably cancelled or postponed. If a personal day is not used during the period July 1, to June 30, then the right to the same shall be lost.

ARTICLE XV

LEAVE FOR
BEREAVEMENT

A House Staff Officer may receive up to four work days leave of absence with pay in the event of the death of his or her parent, spouse, child, brother, sister, grandparent, or the parent of a spouse. Such leave of absence must be requested and taken within a reasonable time after the date of death or after the funeral. If not so taken, then the right to such leave is deemed waived.

ARTICLE XVI

HEALTH
BENEFITS

House Staff Officers shall be enrolled in the New Jersey State Health Benefits Plan, or the equivalent thereof, and receive the benefits of the Blue Cross, Blue Shield 750 Series with Rider "J" and the Major Medical plan sponsored by the Prudential Insurance Company. Enrollment

shall be effective no later than the first day of the first month following the completion of two months of employment. The dependents of House Staff Officers as dependents are defined in the aforesaid plans shall be covered parties. The Employer will pay the entire premiums of such health benefits.

House Staff Officers who resign or who's contracts are not renewed, shall continue to receive the benefits of the aforesaid plan for a period of 30 days following their last day of employment.

ARTICLE XVII.

CLEANING
OF
UNIFORMS

The Employer will at its own expense, supply, clean and launder the white coats worn by the House Staff Officers.

ARTICLE XVIII.

HOUSING
BENEFITS

The parties acknowledge that some of the House Staff Officers are presently residing in a dormitory operated by the Employer on the Hospital grounds. Effective on June 30, 1980 at 4:00 P. M. all House Staff Officers including those presently employed and residing in the dormitory, or to be employed after said date shall have no further right to reside in the dormitory.

The Employer will provide the following relocation assistance only to those House Staff Officers who are both residing in the dormitory on the date of this Agreement and who will continue to be employed after June 30, 1980:

1) List the names of the House Staff Officers with Real Estate Brokers and assist them in finding rental dwelling units. The Employer will pay a maximum broker's fee of \$400.00 per House Staff Officer relocated pursuant to this Agreement.

2) The Employer will pay the cost of removal of the House Staff Officers personal property from the dormitory to any location selected by the House Staff Officer within 30 miles.

3) The annual charge for residing in the dormitory shall be \$750.00 for a single resident unit and \$1,500.00 for a multi residential unit, effective July 1, 1979.

ARTICLE XIX.

GRIEVANCE
PROCEDURE

1. The term "grievance" is defined as:

(a) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement; or

(b) An arbitrary or discriminatory application of or failure to act pursuant to the written rules or regulations or the policy of the Employer directly related to the terms and conditions of employment.

2. Step I. The House Staff Officer and/or the CIR shall present the grievance orally to the Director of the appropriate Education Service no later than thirty (30) working days after the date on which the grievance arose. The individual to whom the grievance is presented shall take such steps as necessary to reach a proper disposition of the grievance and shall reply, in writing, by the end of ten (10) working days following the date of submission.

Step II. An appeal from an unsatisfactory determination at Step I., shall be presented in writing, to the Personnel Officer and the Director of the appropriate Service, within ten (10) working days of the receipt of the

Step I. determination. The Personnel Officer or his/her designated representative shall meet with the House Staff Officer and the CIR for review of the grievance, and shall in any event issue a determination, in writing, by the end of ten (10) working days following the date on which the appeal was presented.

Step III. An appeal from an unsatisfactory determination at Step II., may be filed by the CIR with the Public Employment Relations Commission for impartial arbitration within thirty (30) working days of the receipt of the Step II., decision. The CIR shall commence such arbitration by submitting a written request therefore, to the Public Employment Relations Commission. The costs and fees of such arbitration shall be borne equally by the CIR and the Hospital. The determination of the arbitrator shall be final and binding.

3. The Hospital shall notify the CIR, in writing, of all grievances filed by the House Staff Officers and all decisions rendered thereon. The CIR shall have the right to have a representative present at any grievance meeting, with at least forty-eight (48) hours' notice of all such meetings, at Step II.

4. (a) The time limits prescribed at each step of this grievance procedure may be waived by mutual agreement.

(b) A grievance may be initiated at any step of the procedure by mutual agreement of the parties.

(c) The processing of a grievance at any step prior to arbitration may be waived by mutual agreement.

5. The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from seeking judicial review. If a party intends to seek judicial vacation of an arbitrator's award, then that party shall notify the other party within 10 days of receipt of the decision and award.

6. House Staff Officers may be assisted at all stages of the procedures set forth in this Article by representatives of the CIR.

7. The Hospital shall arrange the schedules of House Staff Officers who are involved in grievance proceedings so as to permit reasonable time off with pay to process the grievance.

8. The Arbitrator shall have no power to add to, detract from or change in any way the terms of this Agreement and he shall be limited to the consideration of the terms expressed therein.

ARTICLE XX.

ON CALL
ROOMS

On call rooms shall be properly maintained 7 days per week with a minimum requirement of linen, sheets, towels, soap and toilet paper. Bed sheets shall be changed daily and the rooms cleaned regularly. There shall be telephones in good working order, desks, lamps, chairs and beds in all on call rooms. There shall be an equivalent number of on call rooms as there are House Staff Officers assigned to on call duty. The Chief Residents shall be responsible to assign on call rooms.

ARTICLE XXI.

WELFARE
BENEFITS FUND

The Employer shall contribute for each House Staff Officer covered by this Agreement the sum of \$350.00 (three hundred and fifty dollars) per annum to the CIR House Staff Benefit Plan, having its principal place of business at 386 Park Avenue South, New York, New York, which sum shall be paid quarterly, commencing in July, 1980. As soon as practicable after the execution of this Agreement, the Employer shall contribute the sum of \$175.00 (one hundred and seventy-five dollars) for the period ending June 30, 1980 for each House Staff Officer covered by this Agreement.

ARTICLE XXII.

CONFERENCE
LEAVE

House Staff Officers shall be entitled to use a maximum of three (3) working days during the period July 1 to June 30 for attendance at FLEX examinations and speciality exams and/or course of preparation for such examinations. Employees must receive prior approval from his or her immediate Director of Education with final approval required from the Assistant Executive Director. Such approval shall not be unreasonably withheld.

Approval for leave for attendance at conferences to a maximum of three (3) working days may be granted, as administrative leave for related medical, psychiatric or dental conference programs based on the approval of the Chief of the Service. Such approval is conditioned upon the relation of the desired program to the Hospital's academic course of study. Such leave should not conflict with the Hospital's educational program. Documentation of attendance shall be required.

The issue of reimbursement of House Staff Officers for the cost of attending such conferences held after June 30, 1980, is open and shall be negotiated commencing March 1, 1980. The negotiated agreement shall be incorporated into and made a part of this Agreement effective July 1, 1980.

ARTICLE XXIII.

NON-DISCRIMINATION

Neither the Employer nor the CIR shall discriminate against any House Staff Officer on account of race, color, creed, national origin, sex or age.

ARTICLE XXIV.

ACCESS TO PERSONNEL FILES

Each House Staff Officer shall have access to his or her personnel file upon reasonable notice to the Employer's Personnel Officer. House Staff Officers shall give a written acknowledgement of the date and time such access is afforded to them. House Staff Officers shall have the right to place in their personnel file, a response or rebuttal to any statements contained therein.

In the event that a grievance of a House Staff Officer is sustained, then any material in the Officers' Personnel file directly contradictory to the grievance determination shall be removed from the personnel file.

ARTICLE XXV.

ON CALL MEALS & ON CALL SNACKS

The Employer's policies as promulgated in certain memoranda dated July 23, 1979 and November 1, 1979 are incorporated herein by reference and will continue in effect during the term of this Agreement.

ARTICLE XXVI.

SEPARABILITY In the event that any particular provision of this Agreement is ruled invalid by a court of competent jurisdiction or is rendered invalid by federal or state legislation then, only such provision shall be invalid and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVII.

**NO STRIKE -
NO LOCKOUT**

During the term of this Agreement, or any extension thereof, the CIR shall not authorize any slow down, work stoppage, strike, sympathy strike or sympathy job action. In the event of an unauthorized slow down, work stoppage, strike, sympathy strike or sympathy job action, by the employees represented by the CIR, then the CIR shall send a letter to the members of the bargaining unit urging them to cease all unauthorized activity.

During the term of this Agreement or any extension thereof, the Employer will not lock out the employees represented by the CIR.

ARTICLE XXVIII.

**ENTIRE
AGREEMENT**

This Agreement shall constitute the entire Agreement between the parties with respect to rates of pay, hours of work and all other conditions of employment. It may not be amended, modified, waived, extended or otherwise revised except by agreement, in writing, duly executed by the parties.

The parties acknowledge that they had full opportunity during the negotiations prior to the execution of this Agreement

to present collective bargaining proposals and that there is no obligation on either party, during the life of this Agreement to bargain collectively with respect to any matter except as is expressly provided for in Articles IV., IX., and XXII. and excepting that new rules or modifications of existing rules governing working conditions shall be presented to CIR and at the request of CIR shall be negotiated upon to the extent that the New Jersey Public Employer-Employee Relations Act, as amended, requires new rules or regulations to be negotiated.

ARTICLE XXIX.

TERM OF
AGREEMENT

The term of this Agreement shall be from 12:00 A. M. on July 1, 1979 to 12:00 A. M. on July 1, 1981. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other written notice of its intention to terminate the Agreement effective on July 1, 1981. Such notice shall be given by certified mail, return receipt requested no later than October 1, 1980.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

ATTEST:



LORETTA WEINBERG, CLERK


BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS


DORIS MAHALICK,
Freeholder Director *MBF*


WITNESS:


COMMITTEE OF INTERNS & RESIDENTS


JONATHAN HOUSE M.D., President, CIR


A. K. SHARWA, M.D. Negotiator

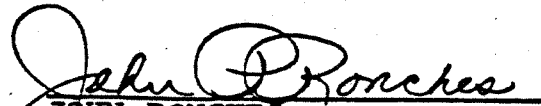

K. SARANATHAN, M.D. Negotiator


S. SELVARAJ, M.D. Negotiator


S. SUNDRAM, M.D. Negotiator


G. EAPEN, M.D., Negotiator

MICHAEL B. RYAN,
Labor Negotiator

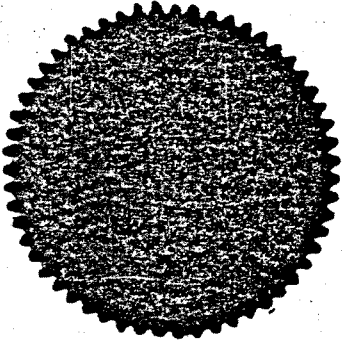

JOHN RONCHES,
Representative, CIR

APPENDIX "A"

<u>PAY GRADE</u>	<u>ANNUAL SALARY JULY 1, 1979 - JUNE 30, 1980</u>
PGY 1	\$ 15,705.
PGY 2	16,764.
PGY 3	17,419.
PGY 4	18,091.
PGY 5	18,747.

Board of Chosen Freeholders
County of Bergen, Hackensack, New Jersey

This is to certify that the attached RESOLUTION, consisting of _____ page (s),
is a true copy of a Resolution adopted by the BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF BERGEN at a _____ Regular _____ Meeting on the
_____ 16th _____ day of _____ April _____, 19 80 _____



Lothman

Clerk, Board of Chosen Freeholders

1980 -8

BOARD OF CHOSEN FREEHOLDERS



MEMBER	AYE	NAY	NOT VOTING	ABSENT
MAZUR	✓			
GERECKE	✓			
CURRAN	✓			
STEINACKER	✓			
CALABRESE	✓			
CARUCCI	✓			
O'CONNOR	✓			
REID	✓			
MAHALICK, DIR.	✓			
TOTALS	9	-	-	-

RESOLUTION

SJC/mr

Offered by

O'Connor 69

Seconded by

Mazur

Date April 16,

19 80

RESOLVED, that the Director and Clerk of the Board be and are hereby authorized to execute Collective Bargaining Agreement between the County of Bergen, operating The Bergen Pines County Hospital, and The Committee of Interns and Residents for the period July 1, 1979, to June 30, 1981.

Ryan
Individual
Billboard
concession
Barber
John R. ...

ms ... 12-80