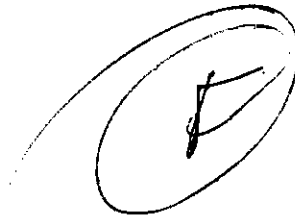


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COUNTY HEALTH OFFICE
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AGREEMENT

BETWEEN

THE BERGEN PINES COUNTY HOSPITAL,
PARAMUS, NEW JERSEY

and

THE COMMITTEE OF INTERNS AND RESIDENTS

FOR THE TERM OF

JULY 1, 1989 THROUGH JUNE 30, 1991

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
I.	RECOGNITION.....	1
II.	APPLICABLE LAW.....	2
III.	EMPLOYEE'S RIGHTS.....	2
IV.	DUES AND DEDUCTIONS.....	3
V.	CIR NOTIFICATION AND CIR RIGHTS.....	4
VI.	MANAGEMENT RIGHTS.....	5
VII	INDIVIDUAL HOUSE STAFF OFFICER CONTRACT.....	6
VIII.	APPROPRIATE DUTY ASSIGNMENT.....	6
IX.	ANNUAL SALARY.....	7
X.	HOLIDAYS.....	8
XI.	VACATIONS.....	9
XII.	LEAVE DUE TO SICKNESS.....	10
XIII.	LEAVE DUE TO WORK-RELATED ILLNESS OR INJURY.....	11
XIV.	LEAVE FOR PERSONAL BUSINESS.....	11
XV.	LEAVE FOR BEREAVEMENT.....	12
XVI.	LEAVE FOR MATERNITY.....	12
XVII.	HEALTH BENEFITS.....	14
XVIII.	CLEANING OF UNIFORMS.....	15
XIX.	HOUSING BENEFITS.....	15
XX.	GRIEVANCE PROCEDURE.....	15
XXI.	DISCIPLINARY ACTION.....	18
XXII.	DRUG TESTING POLICY.....	19
XXIII.	ON-CALL ROOMS.....	20
XXIV.	WELFARE BENEFITS FUNDS.....	21
XXV.	CONFERENCE LEAVE.....	21
XXVI.	NON-DISCRIMINATION.....	22
XXVII.	ACCESS TO PERSONNEL FILES.....	22
XXVIII.	ON-CALL MEALS AND ON-CALL SNACKS.....	23
XXIX.	SEPARABILITY.....	23
XXX.	NO STRIKE/NO LOCKOUT.....	23
XXXI.	ENTIRE AGREEMENT.....	24
XXXII.	MISCELLANEOUS.....	25
XXXIII.	NO PRESUMPTION AGAINST DRAFTER.....	26
XXXIV.	TERMS OF AGREEMENT.....	26
	SIGNATURE PAGE.....	27
	APPENDIX "A".....	28

PREAMBLE

'THIS AGREEMENT, with an Appendix "A" attached hereto, made on this First day of July, 1989, by and between THE BERGEN PINES COUNTY HOSPITAL, located in Paramus, New Jersey, hereinafter referred to as the "Employer" or the "Hospital", and COMMITTEE OF INTERNS AND RESIDENTS, hereinafter referred to as the "CIR" or the Union.

W I T N E S S E T H

WHEREAS, it is the desire, intent and purpose of the parties hereto 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, term 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 bargaining representative for all employees at the Bergen Pines County Hospital bearing the following New Jersey Department of Personnel titles: Medical Interns, Medical Residents, Dental Intern, Psychiatric Resident, Chief Medical Resident, and Chief Psychiatric Resident, excluding supervisors within the meaning of the New Jersey 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 who are recorded within the Department as Nos. 1 2, 3, 4, 5, 6, and 7 [PGY - 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 the right to appeal any decision or order of the Commission to the 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 DEDUCTIONS

The Employer agrees to deduct CIR membership dues from the earning 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 deductions are remitted to the CIR, the disposition thereof shall be the sole and exclusive obligation and responsibility of the CIR.

A representation fee in lieu of dues shall be deducted from the pay of House Staff Officers who have not submitted written authorization for deduction of union dues and forwarded to the Union during the term of this Agreement and during the period, if any, between successive agreements, but in no case sooner than the thirtieth (30th) day following the beginning of a House Staff Officer's employment. The amount of the representation fee

shall be equal to eighty-five percent (85%) of the CIR's regular membership dues and shall be deducted at the same intervals as regular membership dues and forwarded to the CIR by the 15th day of the month next succeeding the month in which the deductions were made. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Union pursuant to Law, 1979. c. 477, and the Employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance therewith.

ARTICLE V - CIR NOTIFICATION AND CIR RIGHTS

As soon as practical following the execution of this Agreement, and on each July 1st, the Employer shall forward to the CIR a list of all House Staff Officers in the bargaining unit, including their names, New Jersey Department of Personnel titles, and applicable post-graduate year levels assigned by the Employer. The CIR shall receive notice of any changes within five (5) 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 provided one (1) 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 purpose other than organization. Approval of such requests to use the Employer's premises shall be at the discretion of the Employer, but will not be unreasonably withheld.

ARTICLE VI - MANAGEMENT RIGHTS

The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested upon it by the law 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 to enforce reasonable rules and regulations governing the conduct and the 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/conditions of this Agreement. A copy of the standard form of the individual contract used by the Employer shall be given to the CIR.

House staff officers who have July 1st appointments shall be notified in writing by November 15th if their services are not to be renewed for the next year of a residency program.

House staff officers who have appointments dates other than July 1st shall be notified in writing four and one-half months after the appointment date if their services are not to be renewed for the following year.

House Staff shall indicate their acceptance or rejection of any renewal contract at the earliest possible date following that date on which the renewal contract is received, but no later than the January 2nd after such receipt.

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. The current House Staff on-call

program shall remain in effect and shall not be altered. Medical emergencies, among others, shall be considered satisfactory reasons for on-call schedules to be varied.

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" annexed hereto. Payment of the annual salary shall be by check every two (2) weeks.

Effective July 1, 1989 House Staff Officers employed as Chief Medical Resident or Chief Psychiatric Resident shall have their annual salary level increased by \$2,000.00 over their pay grade. Effective July 1, 1990 House Staff Officers employed as Chief Medical Resident or Chief Psychiatric Resident shall have their annual salary level increased by \$2,200.00 over their pay grade.

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 (30) or more consecutive days shall have his/her annual salary level increased by the above rates, effective on the first (1) day of such service. Thereafter, the House Staff Officer will be paid at the increased annual salary level for the period he/she serves in such acting title.

A House Staff Officer who, during the term of this Agreement, completes one (1) year of service at the Hospital as determined by the Director of the appropriate Hospital Service, and 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 (1) 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 (2) years. For instance, a House Staff Officer who has one (1) year of such service shall be assigned the pay grade for PGY-2, and a House Staff Officer who has completed two (2) 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 Day, Martin Luther King Day, Christmas Day, and each employee's own birthday, the latter to be taken by mutual agreement of the Employer and the employee. 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 preceding Friday, and holidays which occur on a Sunday will be observed on the next succeeding Monday.

Employees who are regularly scheduled to work forty (40) hours or more per week are eligible for eight (8) hours holiday pay per holiday regardless of their assigned work schedule. An employee may request cash payment for any eligible holiday. In the absence of such request, the employee shall be credited with the appropriate number of hours and such credit shall be reflected on the employee's paystub. Such hours may be used by the employee to ask for an alternate day off on dates mutually arranged for by the agreement of the employee and the employee's director. Twenty-four (24) hours is the maximum amount of time that may be accrued by the employee. The Chief Resident shall be responsible for arranging scheduling in advance to accommodate the compensatory time off date.

ARTICLE XI - VACATIONS

House Staff Officers shall be entitled to twenty (20) vacation days during the period of July 1st to the next succeeding June 30th. 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.

House Staff Officers who become sick or injured for a period of four (4) or more consecutive days (exclusive of Saturday, Sunday and Holidays) during a scheduled vacation period shall be

entitle to utilize sick leave for that period of scheduled vacation during which they were disabled, and shall be permitted to reschedule their vacation. Bereavement leave may be utilized during period of schedule vacation and shall not be charged against vacation leave. Pay in lieu of vacation may be substituted where rescheduling of vacation would adversely affect the scheduled completion of a House Staff Officer's training or where Hospital operations do not permit rescheduling.

House Staff Officers who take vacation leave for one (1) week or more shall not be required to "make-up" call, and shall not be required to be on-call the weekend before and the weekend after the scheduled vacation.

ARTICLE XII - LEAVE DUE TO SICKNESS

All House Staff Officers shall accrue sick leave at the rate of one and one-quarter (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/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/she was unable to perform duties be charged against accrued sick leave and that he/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 Office has not submitted satisfactory proof to the Employer of illness or injury which prevents the Officer from performing his/her duties.

A House Staff Officer shall be entitled to three (3) days of regularly accrued sick leave to attend to the health condition of an immediate family member, including matters of maternity.

It will be the Chief Resident's responsibility to arrange coverage for a House Staff Officer who absents him/herself from the hospital due to illness.

ARTICLE XIII - LEAVE DUE TO WORK-RELATED ILLNESS OR INJURY

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 the New Jersey Workers' Compensation Insurance Program.

ARTICLE XIV - LEAVE FOR PERSONAL BUSINESS

A House Staff Officer shall be entitled to one (1) day's leave with pay during the period of July 1st to the next succeeding June 30th for the purpose of conducting business. All personal leave days must be scheduled in advance of the taking of 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 of July 1st to June 30th, then the right to the day shall be lost.

ARTICLE XV - LEAVE FOR BEREAVEMENT

A House Staff Officer may receive up to four (4) scheduled days' absence with pay in the event of the death of his/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 - LEAVE FOR MATERNITY

Fifteen (15) days of paid sick leave shall be provided per year cumulative. Disability due to maternity shall be considered as sick leave.

House Staff Officers who are pregnant shall, upon their request and with proper notification to their departments and documentation from their personal physicians, be assigned electives and rotations appropriate to their condition, relieved of a reasonable and limited amount of night call and exposure to particularly harmful disease, radiation, and chemicals. In addition, said House Staff Officers requests for scheduled personal medical visits when necessary shall not be unreasonably denied. Such requested changes shall be in conformity with the rules of the House Staff Officer's specialty board.

The Hospital may require such House Staff Officers to present documentation from their personal physician that they are able to continue at or return to work. Unless the department chairman declares that they are unable to work, pregnant House

Staff Officers may continue to work as long as they perform their modified duties in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time as specified in Article XII.

Upon request, House Staff Officers shall be granted up to six (6) months leave of absence without pay in addition to accrued paid holidays, sick and vacation time for maternity, child care, adoption and disability. Subject to the needs of the hospital, an employee may request additional leave time up to an additional six (6) months. Said total leave time shall not exceed twelve (12) months. Such House Staff Officers shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the House Staff Officer's specialty board.

The House Staff Officers shall be allowed to schedule unpaid time for childbirth training classes for themselves or with their spouses as necessary. Any child or day-care services provided to other hospital employees will also be offered to House Staff Officers. The opportunity for child or day-care services shall be made available to all hospital employees on a fair and equitable basis.

Where a House Staff Officer is absent for an episode of illness for several days including two consecutive nights of on-call (or is relieved as above) and upon request provides

satisfactory documentation from his/her personal physician, the House Staff Officer shall not be required to make up the missed on-call. coverage shall be provided by House Staff Officers who shall receive compensatory time off. Such requests for compensatory time off shall be made and granted within a three (3) month period. Requests not submitted within the three (3) month period shall be deemed conclusively waived.

Where it is practical for a House Staff Officer to makeup up to one night's absence due to sickness or disability, he/she shall do so.

ARTICLE XVII - HEALTH BENEFITS

(a) 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 14/20 Series with Rider "J" and the Major Medical Plan sponsored by the Prudential Insurance Company. Enrollment shall be effective by no later than the first day of the first month following the completion of two (2) months of employment. The dependents as defined in the aforesaid plans shall be covered parties. The Employer will pay the entire premium for such health benefits.

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

(c) The Employer will pay the entire premium per annum for a Prescription Plan for members of the bargaining unit who are full-time or part-time employees. A \$2.00 co-payment shall be required of the employee.

ARTICLE XVIII-CLEANING OF UNIFORMS

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

ARTICLE XIX - HOUSING BENEFITS

The Hospital will provide a housing allowance of \$2,800.00 per year paid to each House Staff Officer on a monthly basis.

ARTICLE XX - GRIEVANCE PROCEDURE

Section 1:

The term "grievance" is hereby 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.

Section 2:

The procedure for filing a grievance shall be as follows:

Step 1. The House Staff 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 are 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 of the grievance.

Step 2. An appeal from an unsatisfactory determination at Step 1 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 1 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 3. An appeal from an unsatisfactory determination at Step 2 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 2 decision. The CIR shall commence such arbitration by submitting a written request 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' prior notice of all such meetings.

Section 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.

(d) Grievances which do not involve decisions of an educational director may be initiated at Step 2. In such cases, a copy of the grievance shall be submitted to the appropriate Education Director.

Section 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 a judicial "vacating" of an arbitrator's award, then that party shall notify the other party within ten (10) days of receipt of the decision and award.

Section 6.

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

Section 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.

Section 8.

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

ARTICLE XXI - DISCIPLINARY ACTION

Section 1.

There shall be no disciplinary action taken against a House Staff Officer except for just cause.

Section 2.

Prior to the implementation of any disciplinary action, the Hospital shall present written statement of charges and proposed disciplinary action to the House Staff Officer and the CIR Delegate. A copy will be sent to CIR.

Section 3.

All disputes concerning disciplinary action shall be subject to the grievance/arbitration provisions of this agreement, except as modified in Section 4 and 5 below.

Section 4.

Where the proposed disciplinary action is other than termination, such grievances shall be initiated at step 1 with the Director of the appropriate education service. The Director shall schedule a hearing within five days of receipt of the grievance and shall issue a written decision within 5 working days of the hearing. Where the proposed disciplinary action is termination, such grievances shall be initiated at Step 2 with the appointing authority. The appointing authority shall schedule a hearing within five days of receipt of the grievance and shall issue a written decision within three days of the hearing.

Section 5.

At the request of CIR, the parties shall conduct an expedited arbitration. The arbitration hearing shall be scheduled at the earliest date and time convenient to the arbitrator. No post-hearing briefs may be filed except by mutual agreement of the parties or at the request of the arbitrator. The arbitrator shall have 30 days in which to issue his/her written opinion and award.

ARTICLE XXII - DRUG TESTING POLICY

1. Where the Hospital suspects that a House Staff Officer is impaired on the job through the use of alcohol, drugs or any chemical substance, the House Staff Officer shall be promptly referred to any Agency offering diagnostic and rehabilitative services. The choice of said Agency will be determined by the

affected House Staff Officer. The parties recognize that the Agency includes, as appropriate, evaluation, testing, monitoring and treatment. Reasonable suspicion shall be defined as a good faith question based upon objective facts and reasonable inferences drawn from such facts.

2. The Agency shall notify the Hospital's representative or his/her designee whether the House Staff Officer is able to work and whether he/she is in compliance with recommendations of the Agency concerning treatment and/or monitoring. If the Agency finds that the House Staff Officer is not impaired, he/she will be allowed to return to duty without limitation, record of suspicion and shall be made whole. A House Staff Officer deemed unable to work due to aforementioned impairment shall be considered on paid sick leave, if available (or on disability leave after exhaustion of paid sick leave benefits) until such time as the Agency certifies that the individual is able to return to duty.

ARTICLE XXIII - ON-CALL ROOMS

All on-call rooms shall have functioning locks and keys and shall be reasonably convenient to bathroom and shower facilities. On-call rooms shall be properly maintained seven (7) days per week with a minimum requirement of linen, sheets, towels, pillows, blankets, soap and toilet paper. Bed sheets shall be changed daily and the rooms cleaned/exterminated regularly. There shall be telephones in good working order, desks, lamps, chairs and beds in all on-call rooms. On-call rooms shall be

properly ventilated. 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 XXIV - WELFARE BENEFITS AND FUND

The Employer shall contribute for each House Staff Officer covered by this Agreement, the sum of Seven Hundred (\$700.00) Dollars per annum to the CIR House Staff Benefits Plan, having its principal place of business at 386 Park Avenue South, New York, New York, which sum shall be paid quarterly. A portion of the above stated amount will be applied to a separate trust by the CIR for the provision of prepaid legal services/benefits.

ARTICLE XXV - CONFERENCE LEAVE

House Staff Officers shall be entitled to use a maximum of five (5) working days during the period of July 1st to June 30th for attendance at FLEX examinations and specialty exam and/or course preparation for such examinations. Employees must receive prior approval from his/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 five (5) 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 the attendance shall be required.

House Staff Officers shall be reimbursed to a maximum of \$750.00 per year for the cost of attending conferences approved by the Chief of Service. Reimbursement shall be allowed for the cost of registration, travel, lodging and meals in accordance with the Employer's standards for reimbursement and in accordance with the Employer's procedures. Conference leave and expense reimbursement shall be available to all House Staff Officers irrespective of PGY level subject to the conditions expressed in this Article.

ARTICLE XXVI - NON-DISCRIMINATION

Neither the Employer nor the CIR shall discriminate against any House Staff Officer on account of race, color, creed, national origin, sex, age, political belief, religion, sexual orientation or place of medical education.

ARTICLE XXVII - ACCESS TO PERSONNEL FILES

Each House Staff Officer may request, in written form, to review his/her permanent employment record with reasonable frequency. The Officer must initial and date each page of the record reviewed. House Staff Officers shall have the right to place a response to any statement contained in their personnel record. Such shall be a supplement to the record. Any request for copy of said file may be made in written form and shall be charged at the rate of ten cents (\$.10) per page.

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

ARTICLE XXVIII - ON-CALL MEALS AND ON-CALL SNACKS

The Employer's policies as continuously practiced since the recognition of the Bargaining Unit are incorporated herein by reference, and will continue in effect during the term of this Agreement.

ARTICLE XXIX - 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. In the event of the foregoing circumstances, then either party shall have the immediate right to reopen negotiations with respect to a substitute for the affected provision provided that any substitute provision shall not exceed the cost of the invalid provision.

ARTICLE XXX - NO STRIKE/NO LOCKOUT

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

ARTICLE XXXI - 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 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 and regulations to be negotiated.

ARTICLE XXXII - MISCELLANEOUS

Section 1:

Provisions shall be made for a suitable environment for educational experience in the special area of the residency, and to provide a training program that meets the standards of "Essentials of Approved Residencies", prepared by the Council on Medical Education of the American Medical Association.

Section 2:

Medical records should be available during evening and night tours of duty.

Section 3:

One (1) House Staff Officer of the bargaining unit shall attend the Hospital's Library Committee as a regular member.

Section 4:

In the event of termination of the residency program for any reason whatsoever, the Bergen Pines Administration will, to the best of its ability, place their House Staff Officers in other accredited New Jersey residency Programs. In such event, Bergen Pines will continue to pay the salaries of displaced House Staff Officers until they are re-employed, in a residency program at another facility, or choose not to pursue further medical residency. This section shall not apply to any other type of separation.

ARTICLE XXXIII - NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time, and the content and language of the Agreement have been supplied by both parties. As such, this Agreement shall be construed for all purposes to have been jointly drafted by both parties, and no adverse inference shall therefore be drawn against either party in construing any ambiguity that may arise hereunder.

ARTICLE XXXIV - TERM OF AGREEMENT

The term of this Agreement shall be from 12:00 a.m., on July 1, 1989 to 11:59 p.m., on June 30, 1991. It shall be automatically renewed from year to year thereafter, unless either party shall give to the other written notice of its intention to terminate the Agreement. Such notice shall be given by certified mail, return receipt requested, no later than April 1, 1991.

APPENDIX "A"

ANNUAL SALARY

<u>PAY GRADE</u>	<u>7/1/89</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/90</u>
PGY 1	\$29,479	\$30,953	\$32,501	\$33,151
PGY 2	32,211	32,855	34,498	35,188
PGY 3	33,363	34,030	35,732	36,447
PGY 4	34,547	35,238	37,000	37,740
PGY 5	35,742	36,457	38,280	39,046
PGY 6	36,866	37,603	39,483	40,273

DIFFERENTIAL PREMIUM

- \$400 - Effective July 1, 1989
- \$400 - Effective January 1, 1990
- \$400 - Effective July 1, 1990
- \$400 - Effective January 1, 1991



COMMITTEE OF INTERNS AND RESIDENTS

386 PARK AVENUE SOUTH NEW YORK, NEW YORK 10016-8882 (212) 725-5500
180 WASHINGTON AVENUE BELLEVILLE, N.J. 07109-2541 (201) 758-8566
FAX (212) 779-2413

1957 - 1989
32 YEARS OF SERVICE

October 3, 1989

SHELLEY FALIK, M.D.
PRESIDENT
DAVID KERRISON, M.D.
FIRST VICE PRESIDENT
ERIK LARSEN, M.D.
SECOND VICE PRESIDENT
JOSEPH SACHTER, M.D.
THIRD VICE PRESIDENT
MARTHA MASO, M.D.
SECRETARY TREASURER
MICHAEL HICKSON, M.D.
OFFICER AT LARGE
TIRSO NEGRON, M.D.
OFFICER AT LARGE

JANET FREEDMAN, M.D.
EXECUTIVE DIRECTOR

MARK LEVY
JOHN P. RONCHES
ASSOCIATE DIRECTORS

STEVE HOCHMAN
DIRECTOR OF ORGANIZING

NANCY OSWALD
DIRECTOR,
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MITCHELL H. MILLER
EDNA M. WILLIAMS
CONTRACT ADMINISTRATORS

BRUCE ELWELL
FRANCIS O'MEALIA
ORGANIZERS

JEANNEMARIE OTERSEN
POLICY ASSISTANT

MICHAEL YELLIN
PUBLICATIONS COORDINATOR

HARRY FRANKLIN
GENERAL COUNSEL

ROBERT Z. LEWIS
OF COUNSEL

MARGARET CARY
ASSOCIATE COUNSEL

MERLENE BYRON
OFFICE MANAGER

JONATHAN HOUSE, M.D.
SPECIAL CONSULTANT

Mr. Ralph Kornfeld
Personnel Officer
Bergen Pines County Hospital
E. Ridgewood Avenue
Paramus, N.J. 07652

Dear Mr. Kornfeld:

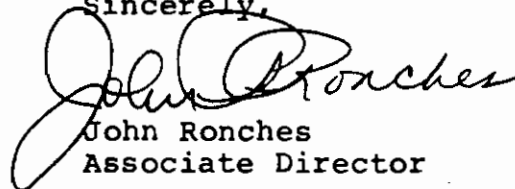
This letter is to confirm further agreements reached between Bergen Pines County Hospital ("Hospital") and the Committee of Interns and Residents ("CIR") in connection with and in reference to the effective collective bargaining agreement between the parties.


"Article XXVIII (Meals) shall be suspended effective in the first pay period following ratification and shall remain suspended for the duration of this agreement."

"In negotiations for a successor contract to commence July 1, 1991, the parties shall negotiate over the provision of meals and the payment of premium differential. Should the parties fail to reach agreement on these issues prior to July 1, 1991, the Hospital shall restore the meals coupon benefits for housestaff. The meals coupon benefit shall thereafter remain in effect unless and until modified by agreement of the parties."

Please indicate your concurrence with the foregoing by affixing your signature in the space provided below.

Sincerely,


John Ronches
Associate Director


RALPH KORNFELD

NOV 13 1989

DATE



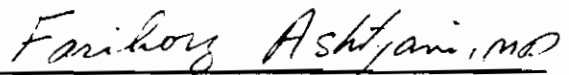
IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly signed and attested to by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals this day and year first above written.

BERGEN PINES COUNTY HOSPITAL




WILLIAM MCDOWELL
County Executive

COMMITTEE OF INTERNS & RESIDENTS



FARIBORZ ASHTYANI, M.D.
Chapter President



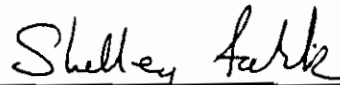
RENEE DAVID, M.D.



JOEL FEDERBUSH, M.D.



RAMESH GIHWALA, M.D.



SHELLEY FALIK, M.D.,
CIR PRESIDENT