

Essex

AGREEMENT

BETWEEN

ESSEX COUNTY HOSPITAL CENTER STAFF PHYSICIANS ASSN.

-and-

THE COUNTY OF ESSEX

Essex County Board of Chosen Freeholders  
(Employer)

X JANUARY 1, 1982 - DECEMBER 31, 1983

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## ARTICLE I. PURPOSE

The purpose of this Agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

## ARTICLE II. RECOGNITION AND SCOPE

1. The County recognizes the Hospital Center Staff Physicians Association (hereinafter "Association" or "Union") as the exclusive representative of the Staff Physician Licensed, Senior Staff Physician Licensed, Board Eligible Psychiatrist, Board Certified Psychiatrist, Board Eligible Internist, and Board Certified Internist; employed by the County of Essex (hereinafter "County") at the Essex County Hospital Center, for the purpose of collective negotiations and pursuant to Chapter 303 L. 1968 (N.J.S.A. 34:13A, etc.) with respect to salary, hours and other terms and conditions of employment.

2. References herein to the masculine gender shall also be deemed to include the feminine.

## ARTICLE III. HOURS OF WORK AND WORK SCHEDULES

1. The normal work day for all staff physicians shall be 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch. This schedule, however, shall be subject to O.D. needs and shall not be applicable in cases of emergency.

2. Nothing in this Agreement shall be interpreted as requiring a



ARTICLE III. HOURS OF WORK AND WORK SCHEDULES

CONTINUED

duplication or a pyramiding of payments involving the same hours of labor.

ARTICLE IV. SALARIES

Salaries are set forth in Schedule B.

ARTICLE V. MERIT PAY PROGRAM

1. This program shall provide for payments on an annual basis in 1982 and 1983 to qualifying employees. The payment shall be in the form of a one-time bonus to employees at the maximum salary for the applicable title. The payment shall be added to the base salary of employees who have not reached the maximum salary for the applicable title.

2. The payment amount shall be equal to the increment amount for the applicable title.

3. A meritorious employee who is not on the payroll for the entire calendar year in question, shall receive a pro-rated merit payment.

4. The parties agree to continue negotiations on the merit payment evaluation forms.

ARTICLE VI. HOLIDAYS

1. The days listed in Schedule A shall be recognized as paid holidays.

2. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. When a holiday falls on Saturday, the prior Friday shall be considered the holiday.



3. Employees shall be paid at straight-time base rates for listed holidays inclusive of other differentials or payments based on his regularly scheduled work day.

4. It is expressly understood that the County may require any employee to work on any holiday in the event the nature of the work so requires.

5. An employee on unpaid leave of absence shall not be entitled to pay for any holiday occurring during such leave.

6. If a holiday falls on an employee's regularly scheduled day off or during a vacation, the employee shall be entitled to an additional day off to be scheduled at a future date.

7. Special Time Off. Whenever the County Executive may declare a special emergency or observation of an event of County or national concern and authorizes time off with pay to employees of the County for the observation of such event, those employees covered by this Agreement who are required to work during the period of the authorized time off shall be compensated for such hours worked as outlined in this Agreement.

8. To qualify for holiday pay, an employee must have worked the scheduled day before and the scheduled day following the holiday unless such failure to work is caused by:

- (a) Jury Duty
- (b) Death in the immediate family
- (c) Union business
- (d) Vacation
- (e) Incapacitating injury
- (f) Illness. However, if an employee has established a pattern of absences the day before and/or the day after holidays, then the employee must produce a doctors note substantiating the illness in order to be eligible for holiday pay.



ARTICLE VII. VACATIONS

1. Employees shall be granted vacation leave with pay subject to the approval of the Agency as follows:

- (a) During the first twelve months of employment, one (1) working day's vacation for each month completed.
- (b) During the second through fifth year of employment, twelve (12) working days.
- (c) During the sixth through fifteenth year of employment, fifteen (15) working days.
- (d) During the sixteenth through twentieth year of employment, twenty (20) working days.
- (e) During the twenty-first year and thereafter, twenty-five (25) working days.

2. In scheduling requested vacation periods, seniority shall prevail as per past practice. The scheduling of any vacation request is subject to the approval of the employee's Division Head and the manpower needs of the Agency.

3. Vacation time must be utilized in the year in which it is earned except in the event the employee's request is refused by reason of the manpower needs of the Agency. In the latter event, vacation time may not be accrued beyond the next calendar year. However, employees with more than five (5) years of continuous service may carry over one (1) year's vacation or part thereof on condition that all vacation leave is utilized in the succeeding year. This shall not prevent employees from continuing the practice of year end vacations.

4. Vacations must be taken in segments of no less than five (5) days unless approved by the employee's Division Head.

5. Part time and seasonal employees are not eligible for any vacation benefits.



6. Holidays falling within a scheduled vacation period shall not be lost by the employee and may be taken at a later time subject to the advance approval of the employee's Division Head.

7. In the event of death or normal retirement of any employee covered by this Agreement, there shall be no proration of vacation in the year in which that event occurs and the employee or his estate shall be paid the number of remaining unused vacation days for which the employee is eligible times the employee's daily rate of pay.

8. In the event the employee is suspended in excess of five (5) working days in any calendar year, then the County may prorate that employee's vacation in the succeeding year or upon the employee's leaving County service for any reason based upon the amount of time the employee was suspended in the preceeding year.

9. If an employee resigns and has more than fifteen (15) years service and is eligible for retirement pursuant to the requirements of his pension program, then, and in that event, he shall be paid the full amount of unused vacation time due and owed him in that calendar year without proration.

10. In the event an employee is on an unpaid leave of absence due to injury or illness, vacation shall not be prorated in the subsequent year of employment on condition that the employee was not subject to disciplinary action under the sick leave administration program then in effect.

11. An employee celebrating the fifth, fifteenth, or twentieth anniversary will be granted the additional vacation during the year in which he reached the anniversary date.



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ARTICLE VIII. INSURANCE

1. The existing Health Insurance programs shall remain in effect for the life of this agreement.
2. The existing Prescription Insurance program shall remain in effect for the life of this agreement.
3. The County shall provide a paid Term Life Policy in the amount of \$4,000.00 for each full-time active employee.
4. The County reserves the right to select the insurance carrier provided benefits are not less than those now provided to any substantial degree.

ARTICLE IX. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a complaint by an employee, group of employees or the Association.

Class A grievances shall be defined as complaints that there has been a misapplication, misinterpretation or violation of a term or condition of this Agreement.

Class B grievances shall be defined as complaints that there has been a misapplication, misinterpretation or violation of a policy or administrative decision.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the County to continue the employment of a probationary, seasonal, temporary or part-time employee.

3. The term "employee" shall mean any regularly employed individual covered in Article II - "Recognition".



4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or group of employees, or by the County to act on its or their behalf and to represent it or them.

5. The term "immediate" superior shall mean the person to whom the agrieved is directly responsible.

B. Procedure

Step One: The grievant or his representative shall reduce the matter to writing on an approved Grievance Form within thirty (30) calendar days of the date the employee received notice of the event or occurrence giving rise to the grievance.

During the first thirty (30) day period nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

The Grievance Form shall be submitted to the employee's Clinical Director who shall have ten (10) working days within which to respond in writing.

Step Two: In the event the grievance is not resolved at Step 1, then within twenty (20) working days of its submission to the Clinical Director, the Association, and only the Association, may submit the matter in writing on the approved Grievance Form to the Medical Director. The Medical Director shall respond in writing no later than ten (10) working days from receipt of the grievance.

Step Three: In the event the grievance is not resolved at Step 2, then within fifteen (15) days of its submission to the Medical Director, the Association, and only the Association may submit the matter



in writing on the approved Grievance Form to the Division Director. The Division Director shall respond in writing no later than ten (10) working days from receipt of the grievance.

Step Four: In the event the grievance is not resolved at Step 3, and provided the grievance is a Class A grievance, then the Association, and only the Association, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation or the Public Employment Relations Commission.

The written request for arbitration by the Association must be filed with the appropriate agency and a copy served upon the County Executive no later than ten (10) working days from receipt of the response at Step 3.

1. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that Step.
2. Association sponsored grievances may be filed at Step 2 within its discretion.
3. Written dispositions of all grievances at all Steps shall be forwarded to the Association.
4. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties except late cancellation fees shall be the sole responsibility of the party requesting the postponement.
5. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.
6. All documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.



7. All meetings and hearings pursuant to this procedure shall be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. A grievance must be raised at Step 1 no later than thirty (30) calendar days following its event or occurrence, or it shall be deemed waived.

9. The costs of a stenographer shall be borne by the party obtaining the record and the appropriate rules of the State Board of Mediation shall apply.

ARTICLE X. NO STRIKE PLEDGE

1. It is recognized that the need for continued and uninterrupted operation of the County's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

2. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the converted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment,) work stoppage, slowdown, walk-out or other job action against the County.

3. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned including but not limited to



ARTICLE X. NO STRIKE PLEDGE CONTINUED

publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

4. In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by a Union member shall entitle the County to take appropriate disciplinary action including possible discharge in accordance with applicable law.

5. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XI. MANAGEMENT RIGHTS

It is understood and agreed by the parties that management, whether it be the County, or the Chief Administrative Offices of the Essex County Hospital Center (hereinafter "Center" or "Hospital") possesses the sole right to operate the Center so as to carry out the statutory mandate and goals assigned by the County to the Center, and that all management rights repose in management except as expressly modified by the terms of this Agreement.

ARTICLE XII. SICK LEAVE

1. Sick leave shall be defined to be a required absence from work due to a personal illness, accident, exposure to contagious disease or



or required attendance upon a member of the employee's immediate family who is seriously ill.

2. The Agency may require a supporting certificate from the employee's attending physician for any period of absence chargeable to sick leave.

3. Part-time and seasonal employees are not eligible for sick leave.

4. Absences of five (5) consecutive working days without notice or Agency approval may be cause for discipline or dismissal.

5. During the first twelve (12) months of employment, sick leave shall be earned at the rate of one (1) day per month or twelve (12) days. Thereafter sick leave shall be earned and accumulated at the rate of fifteen (15) days annually.

6. Unused sick leave shall accumulate without limitation.

7. An employee who fails to report to work when scheduled and fails to notify the immediate supervisor of the intended absence, may not be paid for the absence.

8. If any employee becomes disabled (physically incapable of performing his duties) either through injury or illness as a result of or arising from his employment, such employee shall not be required to utilize the sick leave allowable under Paragraph 5 hereof during said period of disability as set forth in Section 9.

9. Any such employee who is disabled either through injury or illness as a result of or arising from his employment shall be entitled to special leave of absence with full pay for the period during which such employee is paid temporary compensation payments under the provisions of the Workmen's Compensation Laws of the State of New Jersey, provided, however, that such special leave of absence with full pay shall not exceed 260 working days in connection with any one disability.



ARTICLE XII. SICK LEAVE CONTINUED

10. However, during such period of disability such employees may elect to first utilize all or any part of the accumulated sick leave before utilizing the aforementioned special leave of absence. Such election shall be made by the employee in writing to this Department Head within ten (10) days after the injury or illness.

11. Any amount of salary or wages or pay or part pay or compensation paid or payable to any employee because of sick leave or special leave of absence under these regulations shall be reduced by the amount of any Workmen's Compensation Award under the Workmen's Compensation Laws of the State of New Jersey made for temporary disability because of the same injury or illness requiring such sick leave or special leave of absence.

ARTICLE XIII. PERSONAL LEAVE

1. Effective January 1 of each calendar year of this Agreement, each employee shall be entitled to three (3) personal leave days per calendar year with pay except as set forth in Section 8.

2. Except in the event of personal emergency or permission from the Division Head, the employee shall submit a written request for such days off at least three (3) days prior to the requested leave.

3. Personal leave may be scheduled in units of one-half (1/2) day or multiples thereof and may be taken in conjunction with other types of paid leave.

4. Such leave shall not accumulate. Unused balances in any year shall be cancelled, except where the employee's requests for such days have been denied.



ARTICLE XIII. PERSONAL LEAVE CONTINUED

5. Requests for such leave may be granted provided there is no interference with the proper conduct of the government function involved.

6. Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration, but not holidays, (3) personal business and (4) other personal affairs.

7. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of County seniority and the maximum number of such requests shall be granted in accordance with the provisions of Section 5.

8. Newly hired employees shall be granted one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he is employed.

ARTICLE XIV. MATERNITY LEAVE

Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

ARTICLE XV. JURY DUTY LEAVE

1. Each regular, full-time, permanent employee in full pay status actively at work performing assigned duties who loses time from his job because of jury duty certified by the Clerk of the Court, shall be paid by the County the difference between his regular daily rate of pay and monies received from the Court up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:



ARTICLE XV. JURY DUTY LEAVE CONTINUED

(A) When jury service is completed prior to 12:00 noon, the employee is required to telephone his immediate supervisor and report to work if requested.

(B) The employee must notify his supervisor the next work day following receipt of a summons for jury service.

(C) At the County's request, in cases of suspected abuse, adequate proof must be presented of time served on a jury and the amount received for such service.

2. The provisions of this Article do not apply when an employee voluntarily seeks jury duty service.

ARTICLE XVI. TERMINAL LEAVE

1. Upon ordinary service retirement each employee shall receive one day's pay at the then prevailing rate for each five (5) days of accumulated unused sick leave not to exceed a total sum of forty-five (45) days' salary.

2. This payment shall be made at the time of retirement and shall not be considered as part of the employee's annual salary.

ARTICLE XVII. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permit employees, at the sole discretion of the County Executive, for a period not to exceed six (6) months at any one time. The granting or refusal of such leaves (except where the request arises by reason of illness or injury) will not be subject to the grievance procedure.

2. A written request from the employee setting forth the reasons



why leave is desired and the dates for commencing and terminating of the leave shall be submitted to the County Executive no later than thirty (30) days prior to commencement date of such leave except in the event of personal emergency. No leave of absence without pay shall become effective without prior approval of the County Executive.

3. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced on a pro-rated basis every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

4. It is agreed and understood that employees granted a leave of absence shall not receive any fringe benefits granted under the terms of this Agreement and such employees will be personally responsible for the continuation in force of any insurance or pension program.

ARTICLE XVIII. PAY PRACTICES

1. Employees will be paid by check every other week on a Friday; payment will be made during the regular working hours.

2. When payday falls on a holiday, employees will be paid on the day preceding the holiday.

3. Upon two (2) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of the vacation period, without excessive deductions.

4. The County will institute a payroll holdback for all employees which shall not exceed two (2) weeks. The procedure shall be consistent with that employed on a County-wide basis. This may result in a payment schedule which will not conform with Section 1 of this Article.



ARTICLE XIX. SEPARATION OF EMPLOYMENT

Upon separation of employment, the employee will receive all monies to which he is entitled, however, the final paycheck will be withheld until County identification, health benefits cards, keys, or other County property is returned.

ARTICLE XX. PERSONNEL FILES

1. All employees shall have reasonable access to their own personnel files during normal business hours, and to obtain copies of material in their own file at prevailing costs.

2. All employees shall have the right to insert written rebuttals to any material considered derogatory into their own personnel file.

ARTICLE XXI. EXECUTIVE COMMITTEE

The Association will submit to the Medical Director a list of five (5) staff physicians as candidates to serve on the Executive Committee. From this list the County will select two (2) staff physicians who will be named to serve on the Executive Committee.

ARTICLE XXII. RETENTION OF PERSONNEL REGULATIONS

Except as otherwise expressly provided herein, all of the provisions of personnel rules and regulations currently in effect shall continue to be applicable and in effect. In addition, the parties agree that except as otherwise expressly provided herein the terms, conditions, and provisions of the "Medical and Dental Staff By-Laws" and the "General Medical Staff Policy Procedures and Guidelines" currently in effect shall continue to be applicable and in effect.



## ARTICLE XXIII. DISCIPLINARY ACTION

The Center shall have the right, pursuant to applicable rules and regulations, and provisions of this Agreement, to discharge (prior to annual renewal date), suspend or discipline any staff physician for just cause. All Disciplinary Action is subject to the approval of the County Administrator.

## ARTICLE XXIV. ATTORNEYS FEES

### 1. Civil Actions

A. Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below:

B. The County's obligation hereunder shall be limited to those cases where:

- (a) the employee was acting in a matter in which the County had an interest; and
- (b) the employee was acting in the discharge of the duty imposed or authorized by law; and
- (c) the employee was acting in good faith; and
- (d) the employee is a named defendant in a matter pending before a court of competent jurisdiction.

### C. Procedure

1. Any employee who is served with a summons and complaint shall, within ten (10) calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action, to the County Counsel.



2. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by any insurance carrier insuring the County, or by private counsel retained by the County. In no event will private counsel retained by the employee be compensated for his/her services by the County of Essex.

3. The County shall provide representation to the employee at all stages of the litigation and shall save harmless and protect the employee from any financial loss or any judgment entered against the employee resulting from any action in which the County provides such representation.

## 2. Criminal Actions

### A. Policy

Whenever a criminal action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the performance of the duties of such office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

1. The criminal proceeding is dismissed or results in a final disposition in favor of the employee; and
2. the employee was acting in a matter in which the County had an interest; and
3. the employee was acting in the discharge of a duty imposed or authorized by law; and
4. the employee was acting in good faith; and



5. the employee is a named defendant in a matter pending before a court of competent jurisdiction.

B. Procedure

1. A County employee who may ultimately seek reimbursement from the County for the costs of defending any criminal proceeding shall deliver said complaint or indictment to the County Counsel within ten (10) calendar days of the time he/she is served with any complaint or indictment whichever shall occur first.

2. The County Counsel will rule upon the entitlement of County employees to reimbursement of their expenses only after the termination of the criminal proceeding. Therefore, the County employee who may ultimately seek reimbursement should retain (hire) his personal attorney with knowledge that the employee may or may not be subsequently reimbursed by the County, and that if the employee is reimbursed it will be in an amount within the limits set out in paragraph B3 even if the attorneys fees to be paid by the employee is greater than that amount. The County Counsel as a convenience to employees will make an effort to maintain a list ("pool") of private attorneys who are available to be retained by County employees at the rate of \$45.00 per hour. However, the County will under no circumstances be liable to any pool or other attorney at any time; rather, the County will directly reimburse the County employee in the amount set forth in paragraph B3 if and when the County Counsel determines at the termination of the criminal proceedings that the County employee is entitled to reimbursement.

An employee will be barred from any reimbursement by the County if he does not obtain an agreement with his attorney which requires his attorney to keep accurate and complete records of the hours which the



attorney spends on the case (to include the date and nature of service performed with regard to all time) from the outset of the case and to submit an affidavit of services at the conclusion of the case setting out that detailed time information. Within five (5) days after retaining an attorney, the employee shall forward a signed copy of the retainer agreement to the County Counsel.

3. A County employee who wishes to seek reimbursement of his legal expenses in defense of a criminal proceeding shall notify the County Counsel within twenty (20) days of the termination of that proceeding. The employee shall submit to the County Counsel a detailed affidavit of service signed by his attorney setting forth the time spent on the case as set out in paragraph B2. The County Counsel will then make a binding determination as to whether or not the employee is entitled to reimbursement for all or any part of his legal expenses.

The County Counsel shall determine that the employee is entitled to reimbursement if the County Counsel concludes that all of the standards set forth in paragraph A have been met. If the County Counsel determines that the employee is entitled to reimbursement, the County Counsel shall approve payment by the County to the employee of reasonable counsel fees and expenses of the hearing, trial and appeals in question as follows. Attorney fees for employees who are not subject to employment contracts which provide for payment of reasonable attorneys fees shall be reimbursed for attorneys fees at a rate of \$45.00 per hour of attorney time, or if the fee which was charged by the attorney to the employee was less, then at a lower rate. Attorneys fees for employees who are subject to employment contracts providing for payment of reasonable attorneys fees shall be reimbursed by the County to the extent that



the County Counsel determines that they are reasonable in amount.

The County Counsel may disapprove of any reimbursement of any employee for any attorney hours which the County Counsel concludes are in excess of a reasonable number for the services which were rendered in the case.

ARTICLE XXV. NON-DISCRIMINATION

1. The County and the Association agree that the provisions of this Agreement shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

2. The County agrees not to interfere with the right of employees to become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any employee covered by this Agreement because of Association membership or non-membership in the Association or because of any lawful activity by such employee permissible under law or this Agreement on behalf of the Association. The Association, its members or agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

3. The Association recognizes its responsibility as exclusive collective bargaining representative.

ARTICLE XXVI. DUES DEDUCTION

1. The County agrees to deduct dues for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as



amended, provided at the time of such deduction there is in possession of the County a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County.

2. The County will deduct the current uniform dues from the pay of the employee(s) on a bi-weekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.

3. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty(30) days prior to the effective date of such change.

5. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with any of the provisions of this Article.



ARTICLE XXVII CONFERENCE ATTENDANCE

Any staff physician desiring to attend a medical conference must submit request for same in writing to the Medical Director. The granting or refusal of such a request will be within the sole and exclusive discretion of the superintendent.

Employees may be granted up to five (5) paid educational leave days per year. The employee must obtain prior written approval from the Medical and the Division Directors.

ARTICLE XXVIII NEGOTIATION PROCEDURE

1. Negotiations leading to a successor agreement shall commence no later than the 120th day immediately preceding the termination date of this contract. The procedure of such negotiations shall be in accord with the requirements of the Public Employment Relations Commission then prevailing, or as agreed upon by the parties as that time.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

3. Except as otherwise provided in this Agreement, all terms and conditions of employment set forth in written policy shall remain in effect for the life of this Agreement.

ARTICLE XXIX. HOSPITAL HOUSING

The Association agrees that staff physicians living on premises owned or controlled by the County have a landlord-tenant relationship with the County and the terms and conditions of said tenancy or the continuation or dissolution of said tenancy relationship is not the subject of this Agreement and any dispute between the Association or any staff physician



ARTICLE XXIX. HOSPITAL HOUSING CONTINUED

and the County shall not be the subject of a grievance under this Agreement and shall not be arbitrable.

ARTICLE XXX FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE XXXI. SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by the operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXXII. LENGTH OF CONTRACT

The term of the Agreement shall be two (2) years terminating on December 31, 1983.



SCHEDULE A

NEW YEAR'S DAY

MARTIN LUTHER KING'S BIRTHDAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

ELECTION DAY

VETERAN'S DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING DAY

CHRISTMAS DAY



SCHEDULE B

A. <u>SALARY RANGES</u>	<u>1982</u>	<u>1983</u>
STAFF M.D.	\$40,000-44,000	\$42,800-47,080
SENIOR M.D.	\$43,000-47,000	\$46,010-50,290
BOARD ELIGIBLE PSYCHIATRIST BOARD ELIGIBLE INTERNIST	\$46,000-50,000	\$49,220-53,500
BOARD CERTIFIED PSYCHIATRIST BOARD CERTIFIED INTERNIST	\$49,000-53,000	\$52,430-56,710

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The ranges consist of a minimum, a maximum, and three (3) intermediate steps. New employees will be hired at the minimum of the applicable range, advanced to step one (1) after six (6) months, and advanced to step two (2) after one (1) year. Current employees employed by the County for less than five (5) years in a specific title will be placed on step two (2) of the applicable range, and employees employed by the County for five (5) or more years in a specific title will be placed on step three (3).

Definitions:

1. Staff Physician: This a New Jersey licensed physician who has past internship experience of less than five (5) years in the general practice or in one of the approved specialities as defined by the American Medical Association. In addition to experience, the physician must have demonstrable evidence of having functioned with a level of proficiency and professional reputation that is acceptable to the



Medical Director and the Governing Body of Essex County Hospital Center.

2. Senior Staff Physician: This is a New Jersey Licensed physician who has post internship experience of more than five (5) years in general practice or in one of the approved specialities as defined by the American Medical Association. In addition to experience, the physician must have demonstrable evidence of having functioned with a level of proficiency and professional reputation that is acceptable to the Medical Director and the Governing Body of Essex County Hospital Center.
3. Board Eligible Psychiatrist: This is a New Jersey licensed physician who has completed accredited residency training in the field of Psychiatry and whose credentials make him/her eligible to take the examinations of the American Board of Psychiatry and Neurology. The physician will not be considered board eligible unless he/she can submit a letter from the accrediting board stating such eligibility.
4. Board Certified Psychiatrist: This is a New Jersey licensed physician who has successfully passed the examination by the American Board of Psychiatry and Neurology and who has a certificate from the speciality board and is appropriately registered.
5. Board Eligible Internist: This is a New Jersey licensed physician who has completed accredited residency training in the field of Internal Medicine and whose credentials make him/her eligible to take the examinations of the American Board of Internal Medicine. The



physician will not be considered board eligible unless he/she can submit a letter from the accrediting board stating such eligibility.

6. Board Certified Internist: This is a New Jersey licensed physician who has successfully passed the examination by the American Board of Internal Medicine and who has a certificate from the specialty board and is appropriately registered.



IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

ESSEX COUNTY HOSPITAL CENTER  
STAFF PHYSICIANS ASSOCIATION

COUNTY OF ESSEX, NEW JERSEY

*[Handwritten Signature]*

*[Handwritten Signature]*  
PETER SHAPIRO,  
COUNTY EXECUTIVE

*John F. Hingensworth, M.D.*

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

*[Handwritten Signature]*

CLERK TO THE BOARD OF CHOSEN  
FREEHOLDERS, DANIEL W. GIBSON

APPROVED AS TO FORM & LEGALITY:

*[Handwritten Signature]*

DAVID BEN-ASHER, ESQ.





COUNTY OF ESSEX  
OFFICE OF THE COUNTY ADMINISTRATOR

PETER SHAPIRO  
COUNTY EXECUTIVE

DOLORES CAPETOLA  
DIRECTOR

OFFICE OF LABOR RELATIONS  
HALL OF RECORDS  
NEWARK, NEW JERSEY 07102  
201-961-8452

M E M O R A N D U M

TO: DONALD BIASE, ASSISTANT COUNTY ADMINISTRATOR  
CELLERINO BERNARDINO, ASSISTANT COUNTY ADMINISTRATOR  
MICHAEL CURTESE, ESSEX COUNTY CONTROLLER  
CARMINE CASCIANO, DIRECTOR, DIVISION OF PERSONNEL  
BRUCE VOLPE, SECTION CHIEF, LAW DEPARTMENT  
DAVID PASCHAL, DIRECTOR, DEPARTMENT OF HEALTH & REHABILITATION  
RICHARD CIRLINCIONE, ASSISTANT TO THE DIRECTOR, DEPT. OF HEALTH & REHAB.  
MICHAEL DUFFY, DIRECTOR, HOSPITAL CENTER DIVISION  
ARTHUR AVELLA, MEDICAL DIRECTOR  
GEORGE WHITLEY, HOSPITAL CENTER CONTROLLER  
DONALD BROWN, SENIOR PERSONNEL TECHNICAN, DIVISION OF PERSONNEL  
LUNNIE CASALE, MANAGER, EMPLOYEE SERVICES, DEPT. OF HEALTH & REHABILITATION

FROM: DOLORES CAPETOLA, DIRECTOR, OFFICE OF LABOR RELATIONS

DATE: FEBRUARY 8, 1982

RE: ESSEX COUNTY HOSPITAL CENTER STAFF PHYSICIANS ASSOCIATION  
1982-1983 COLLECTIVE BARGAINING AGREEMENT

Attached please find a fully executed copy of the above Agreement.

DC:dm

cc: William C. Scalzo



RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

== 3

Resolution No. CR176  
Proposed by Board of Freeholders

Authority for Resolution N.J.S.A. 40:11A-23.2  
Authority for Action N.J.S.A. 40:11A-41.2

Subject: EMPLOYEES' CONTRACT - ESSEX COUNTY HOSPITAL CENTER STAFF  
PHYSICIANS ASSOCIATION - COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the County of Essex has negotiated a collective bargaining agreement with the Essex County Hospital Center Staff Physicians Association retroactive to and covering the period January 1, 1982 through December 31, 1983; and

WHEREAS, The Essex County Controller has certified that there are available sufficient funds in the 1982 County budget to pay the salary and benefits for the 1982 portion of the contract (said certification attached hereto); and

WHEREAS, the Board of Freeholders, by this resolution wishes to approve said contracts; now, therefore, be it

RESOLVED, by the Board of Freeholders of the County of Essex:

1. That said collective bargaining employment agreement with the Essex County Hospital Center Staff Physicians Association, a copy of which is annexed hereto, be and hereby is approved.
2. That the County Executive is hereby authorized to execute said contract on behalf of the County.
3. That one fully executed copy of the agreement and resolution be forwarded to Dolores Capetola, Director of the Office of Labor Relations.

RECEIVED BY THE CLERK OF THE ORIGINAL  
 COUNTY OF ESSEX, NEW JERSEY  
 DATE February 3, 1982  
 MICHELE V. ANGELO, DEPUTY CLERK

David H. ...  
Essex County Council

Approved as to form and legality \_\_\_\_\_

RECORD OF BOARD VOTE ( X = Vote N.V. = Abstention ABS = Absent )

Moved by Freeholder BEATTY  
Seconded by Freeholder DAVIS

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Beatty	X				Kay, V. Pres.	X			
Cifelli				X	Lusthader	X			
Clay	X				Parlavocchio	X			
Davis	X								
Giblin	X				Greco, President	X			

It is hereby certified that the foregoing resolution was  adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on \_\_\_\_\_.

If Publication Required ( ) Yes  No

Date Published \_\_\_\_\_

Jerome D. Greco  
Jerome D. Greco, President