

7Ra 052168

# Resolution of the City of Newark, N. J.

No. 7Ra

Date of Adoption MAY 21 1968

**TITLE** RESOLUTION AUTHORIZING THE HONORABLE MAYOR HUGH J. ADDONIZIO TO EFFECTUATE ORDERLY TRANSFER OF NEWARK CITY HOSPITAL TO NEW JERSEY COLLEGE OF MEDICINE AND DENTISTRY IN ACCORDANCE WITH AGREEMENT ANNEXED HERETO; AGREEMENT TO BECOME EFFECTIVE UPON ADOPTION OF ORDINANCE AND ENACTMENT OF ENABLING STATUTORY LEGISLATION.

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Philip S. C...  
Corporation Counsel

*[Signature]*  
Title

Councilman Addonizio Presents the following Resolution:

RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK,  
NEW JERSEY:

1. It is hereby declared to be in the public interest and to be the policy of the Municipal Council to effectuate an orderly transfer of the Newark City Hospital, a Division of the Department of Hospitals and Institutions, to the State of New Jersey and the New Jersey College of Medicine and Dentistry and to this end,

2. The Honorable Mayor Hugh J. Addonizio is hereby authorized to enter into an agreement, a copy of which is annexed hereto and made a part hereof, the said agreement to become effective upon the adoption of an ordinance by the Municipal Council and the enactment of enabling statutory legislation authorizing the City of Newark to convey the premises set forth in Paragraphs 1 and 2 of the agreement and to provide for the continuity of certain pension rights and interest of the municipal employees as set forth in Paragraph 4 of said agreement.

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RECORD OF COUNCIL VOTE ON FINAL PASSAGE														
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
ADDONIZIO	✓				EWING	✓				TURNER	✓			
BERNSTEIN	✓				MELILLO	✓				WEST	✓			
CALLAGHAN	✓				TURCO	✓				VILLANI, Pres.				✓

X — Indicates Vote      A.B. — Absent      N.V. — Not Voting

MAY 21 1968

Adopted at a meeting of the Municipal Council of the City of Newark, N. J.

Frank Addonizio  
President of the Council

[Signature]  
City Clerk

This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.

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This Agreement made this 21st day of May, 1968 between the City of Newark, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"), and the State of New Jersey and the New Jersey College of Medicine and Dentistry, a body corporate and politic in the Department of Higher Education, State of New Jersey (hereinafter referred to as the "College").

W I T N E S S E T H :

WHEREAS, the City is desirous of having the College locate within its limits for the purposes of educating students in the health professions, and rendering medical, dental and related services to the general public; and

WHEREAS, the City is willing to convey to the College the Newark City Hospital (hereinafter referred to as the "Hospital"); and

WHEREAS, the College is willing to locate within the limits of the City, to accept the conveyance of the Hospital to it, and to assume the essential function of operating the said Hospital;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. On July 1, 1968 the City shall convey to the College for \$1.00, title by Bargain and Sale Deed, without covenants, approximately six (6) acres of property consisting of the two

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city blocks (Blocks ~~1804~~<sup>1804</sup> and 1806) bounded by Littleton Avenue on the west, Cabinet Street on the north, Bergen Street on the east and 12th Avenue on the south, together with all structures thereon including the Hospital and the School of Nursing, (but excluding the land and building known as the "old hospital") with the related buildings and all tangible assets in said structures, including, but without limitation, the furnishings, fixtures, equipment, and existing inventory of supplies.

2. The City agrees that it shall, by January 1, 1969, cause to be razed, without expense to the College, the building known as the "old hospital" and shall cause to be conveyed to the College by Bargain and Sale Deed, without covenants, the property on which the "old hospital" is situate.

3. Upon the conveyance described in Paragraph 1 hereof, the College shall assume complete and sole responsibility for the business and professional operation and management of the hospital. The College agrees that in its operation of the Hospital it shall comply with the standards set by the Joint Commission on Accreditation of Hospitals.

4. The College agrees to abide by the provisions of the following:

6 S & Fd.

PERMANENT EMPLOYEES

Upon the effective date of the acquisition of the hospital by the College, all permanent municipal employees of the hospital in the classified Civil Service shall continue as employees of the College so long as said employees are able to perform the work in their present job classification.

In the event that the provisions of the Civil Service law are held to be applicable to the permanent employees of the City, the ~~following provisions~~ <sup>Paragraphs Four & Five</sup> of this Agreement shall be of no force and effect; however, should the provisions of the Civil Service law be held to be inapplicable to the permanent employees of the City, the following provisions of this Agreement shall be in force and effect:

A. No permanent municipal employee who continues as an employee of the College shall suffer loss of position, will be removed, suspended or demoted except for cause in accordance with the provisions of Title 11, Civil Service.

B. All permanent municipal employees shall continue to receive not less than their present salary as set forth in Schedule A, attached hereto and made part hereof and shall furthermore receive not less than the increments authorized in their present salary range until said employees reach the top of their respective salary ranges as set forth in Schedule A.

C. All permanent municipal employees shall receive not less than the present vacation benefits, sick day benefits that said employees presently receive. Furthermore, all employees shall receive credit for any accumulated vacation or sick days as set forth in Schedule A.

D. The salaries of all permanent municipal employees as covered by this Agreement shall include their present salary, plus remuneration received for longevity as set forth in Schedule A.

E. If any permanent municipal employee is promoted from his or her present job classification, he shall be entitled to

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receive not less than all of the rights and benefits set forth in this Agreement and the accrual of same to said employee shall not be used by the College as a criteria for evaluating said employee for promotion to supervisory positions as delineated on pages 4-7 of Schedule B. In the event any permanent municipal employee is subsequently promoted to a supervisory job classification as delineated on pages 4-7 of Schedule B, and is thereafter demoted/<sup>he shall be entitled</sup> to his former position, then in that event said employee shall continue to be entitled to all of the rights and privileges conferred upon him by the provisions of this Agreement specifically those rights set forth in paragraph 4 hereof.

F. In the event permanent municipal employees who continue their employment with the College are not covered by Civil Service, then all promotions for non-supervisory job classifications shall be governed in accordance with the provisions of Schedule B annexed hereto and made a part hereof.

G. The hospital agrees to conduct training programs to enhance job progression opportunities.

H. All permanent municipal employees shall receive not less than the same salary range paid by the College for other employees who perform work in the same job classification.

In addition, wherever the existing College salary range of a particular job classification is greater than the salary range of the same or equivalent job classification as set forth in

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Schedule A, then in that event, the permanent municipal employee shall be entitled to receive the greater salary and be placed in the appropriate step in the salary range.

I. The College will provide for the continuation of payments on behalf of permanent municipal employees and their dependents for Blue Cross-Blue Shield and Major Medical coverage, and Medicare - Part B.

J. Upon the effective date of the acquisition of the hospital by the College, the former municipal employees of the hospital who continue as employees of the College and who are members of the Employees Retirement System of the City of Newark established pursuant to P.L. 1954, c. 218, as amended and supplemented (C. 43:12-22.3 et seq.), shall continue their membership in such retirement system.

The College shall pay to such retirement system on behalf of such members the amount of the municipality's contribution as the same has been and would have been required of the municipality under the terms of said P.L. 1954, Chapter 218 as amended and supplemented.

Upon the effective date of the acquisition of the hospital by the College, the former permanent municipal employees of the hospital who are not members of the Employees Retirement System of the City of Newark and who anticipated the receipt of a pension from the municipality under the provisions of Chapter 4 of Title 43

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of the Revised Statutes or the "General Noncontributory Retirement Act" (C. 43:8B-1 et seq.) shall continue their eligibility for such pension to be paid by the municipality. When any such pension shall be paid by the municipality on the basis of service rendered with the municipality and subsequently with the College, the College shall annually pay to the City on account of such pension an amount which shall be in the same proportion as the employee's years of service and salary with the College bear to his total service and salary upon which the pension has been calculated.

5. The College agrees to abide by the provisions of the following:

TEMPORARY EMPLOYEES

A. Upon the effective date of the acquisition of the hospital by the College, all temporary municipal employees of the hospital shall continue as employees of the College so long as said employees are able to perform the work in their present or equivalent job classification.

B. All temporary municipal employees shall continue to receive not less than their salary as set forth in Schedule A, attached hereto and made part hereof and shall furthermore receive not less than the increments authorized in their present salary range until said employees reach the top of their respective salary ranges as set forth in Schedule A.

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C. All temporary municipal employees shall receive not less than the number of vacation and sick days to which they are presently entitled. Furthermore, all employees shall receive credit for any accumulated vacation or sick days as set forth in Schedule A.

D. All temporary employees below the State retirement age shall be eligible for the Public Employees Retirement System.

E. All temporary municipal employees shall receive not less than the same salary range paid by the College for other employees who perform work in the same or equivalent job classification.

In addition, whenever existing salary range of a particular job classification is greater than the salary range of the same or equivalent job classification as set forth in Schedule A, then in that event, the temporary municipal employee shall be entitled to receive the greater salary and be placed in the appropriate step in the salary range.

F. The College will provide for all temporary municipal employees Blue Cross-Blue Shield and Major Medical without cost to the Employees.

6. The City accepts complete and sole responsibility for all debts and financial obligations of the hospital to the date of the conveyance of the said hospital pursuant to Paragraph 1 hereof, including, without limitation, the outstanding bonded indebtedness of the hospital. The City further agrees to hold the



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College harmless and to indemnify it against any loss, damage, liability or expense, including attorneys fees, in connection with any claims, demands, action or causes of action against the hospital arising prior to the date of the aforesaid conveyance including, without limitation, claims for personal injury or property damage.

7. The parties agree that the College shall not be responsible for nor receive the benefit of patient charges or accounts receivable in connection with services rendered by the hospital prior to the date of the conveyance pursuant to Paragraph 1 hereof.

8. A. The City agrees that it shall pay to the College \$7,400,000.00, annually, <sup>for the treatment and care of the medically indigent</sup> in monthly installments at the rate of 1/12 of the total sum payable, commencing with July 1, 1968 and on the first of the month thereafter.

B. In the event Medicaid, or other state or federal program created subsequent to the date of this Agreement, shall pay the entire cost of treating the number of medically indigent which the College agrees to treat hereunder, the City shall be relieved of its obligation to pay the aforesaid \$7,400,000.00 annually.

C. In the event Medicaid, or other state or federal program created subsequent to the date of this Agreement does not pay the entire cost of treating the number of medically indigent patients which the College agrees to treat hereunder, the City shall pay the difference between the actual College cost for

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medically indigent patients (cost as defined by U. S. Reimbursable Cost Formula) and payments from such Medicaid or other such governmental programs received for such medically indigent patients up to a maximum of \$7,400,000.00 per year. In the event there is no Medicaid or other such governmental programs, the City shall pay the actual College cost for medically indigent patients (costs as defined by U. S. Reimbursable Cost Formula) not to exceed \$7,400,000.00 per year.

D. The College shall submit to the Business Administrator of the City of Newark, in triplicate, annually, within ninety (90) days after the close of its fiscal year, a financial statement of the hospital operation showing complete detail of all expenses and revenues by category. The statement shall also include the same information for those patients in the hospital classified as medically indigent which shall conform to and be prepared in accordance with U. S. Reimbursable Cost Formula as may be from time to time revised.

9. In consideration of the monies paid to it by the City pursuant to Paragraph 8 hereof, the College agrees to annually furnish 180,000 number of inpatient days' care and 175,000 number of outpatient visits, (including emergency room visits) to the medically indigent patients of the City. The parties agree that any additional inpatient or outpatient care for such indigents of the City shall be paid by the City at the rate the City is legally obligated to pay for its medically indigent.

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10. The College agrees that for the period of time during which the bonded indebtedness of the Hospital remains outstanding, it shall credit to the City any surplus present at the end of any year of operation during such period. For the purposes of this Agreement, surplus is defined to mean those monies received during any year of the operation of the Hospital by the College, other than grants, gifts, bequests or contributions for facility additions or improvements or the betterment of the quality of patient care, in excess of all costs of operation of the Hospital and capital improvements therein.

11. The City agrees that subsequent to the date of the conveyance provided for in Paragraph 1, the College shall be solely entitled to all sums payable by patients or third parties, governmental or private, for patient care rendered at the Hospital, including, without limitation, sums payable for welfare patients for whom the City of Newark is not liable or responsible, and by Blue Cross, other commercial insurance, or workmen's compensation; all such income received by the College shall be devoted exclusively to the operating costs of the hospital plus necessary capital improvements.

12. The City agrees to give the College the \$250,000.00 or the balance thereof contributed by the Hoffman-LaRoche Company, provided the City is legally authorized to do so, which money shall be used toward the payment for the construction of a building to house an outpatient department. The City also agrees to deliver to the College all other unexpended grants, gifts, bequests or

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656Pd. contributions relating to the hospital or the Nursing School.

13. The City agrees to execute all necessary documents to effectuate the assignment of any existing contracts which the College wants to continue between the Hospital and third persons.

14. The College agrees to maintain the School of Nursing at its present level of enrollment. The parties agree, however, that the College may at any time transfer its nursing educational functions to another qualified institution. The College agrees that it will continue all courses at the Nursing School so that all present students will have an opportunity to complete their education. In the event a transfer of the nursing educational function is made, the City's annual obligation established in Paragraph 8 shall be reduced by \$277,000.00. In the event that for any reason the School of Nursing is discontinued, fully or partially, then the College shall provide continuity of employment for all permanent and temporary employees now at the School of Nursing in accordance with their job classifications and salaries pursuant to the provisions of Paragraphs 4 & 5 hereof in which event the City shall receive credit to whatever extent such salary costs shall be reduced up to the \$277,000. heretofore referred to. In any event, the building now housing the Nursing School will be used exclusively for Hospital purposes.

15. The College agrees to maintain the ambulance service at the same level at which it is presently maintained by the City. The City, in order to assist the College in the performance of this function, shall transfer to the College in the performance of this

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function all vehicles, medical and other supplies and equipment whether fixed or moveable, including radios and all related supplies used in connection with the ambulance service. The parties agree that the College shall not be responsible for radios or other equipment or services which the City may wish to provide to commercial or volunteer ambulances in the City.

16. In the event the College ceases to operate in the State of New Jersey, the College agrees to reconvey to the City of Newark, for ONE (\$1.00) DOLLAR, the property it received pursuant to Paragraphs 1 and 2 hereof, together with any additions, improvements and equipment related to patient care as distinguished from equipment used by the College for education and research programs.

17. Since professional responsibility for patient care will henceforth rest with the College through its Medical and Dental Staff, and since the College in order to exercise this responsibility must maintain the right of staff appointment, notwithstanding anything herein to the contrary, in the event Civil Service is inapplicable to the permanent or temporary employees of the City, the College shall have the right to appoint, transfer or remove all physicians and dentists.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 21st day of May, 1968.

CITY OF NEWARK

BY

*Hugh J. Addonizio*  
Hugh J. Addonizio  
Mayor

DIVISION OF PURCHASE AND PROPERTY  
STATE OF NEW JERSEY (on behalf of  
New Jersey College of Medicine  
and Dentistry)

BY

*Charles F. Sullivan*  
Charles F. Sullivan

APPROVED

*George F. Smith*  
George F. Smith  
Chairman, Board of Trustees  
New Jersey College of Medicine  
and Dentistry

ATTEST

*J. H. Keenan, Jr.*  
City Clerk

## SCHEDULE B

### PROMOTIONS, JOB OPPORTUNITIES & VACANCIES

#### NEWARK CITY HOSPITAL

It is the policy of the New Jersey College of Medicine to promote from within the organization wherever possible. In implementing this policy, the College follows the procedure set forth below:

1. (a) When a job vacancy occurs in an existing job classification, the Personnel Department reviews the job description and the necessary job prerequisites.  
  
(b) When a new non-supervisory position is established, the Personnel Department will establish a job description and job prerequisites from information gathered from the supervisor having the job vacancy.
2. Position vacancies, with the accompanying job prerequisites will then be posted at designated locations in the hospital, so that all interested employees will have the opportunity to bid for positions. Prior to the posting of any job, the college will obtain approval of the job description and job prerequisite from the New Jersey Division of Classification of the Department of Civil Service.
3. Interested employees shall notify their immediate supervisor or the Personnel Department in writing of their desire to bid on the specific position in accordance with the time limit as set forth in the job posting in not less than three (3) days.

(2)

4. Supervisors receiving job bids will forward these bids to the Personnel Department who will analyze the qualifications of the bidders to ascertain whether they fulfill the job prerequisites. In turn, the Personnel Department will arrange interviews with all qualified applicants and the supervisor having the vacancy to be filled.
5. The supervisor will select the successful applicant on the basis of qualifications and ability. In situations where two employees have equal qualifications and abilities, the most senior employee in terms of length of service shall be selected.
6. Any employee who feels he has been unfairly treated as a result of this selection process ~~or the qualifications or prerequisites established for the job~~, may discuss this matter, directly or through his representative, with his or her immediate supervisor and Department Head, within 48 hours after the selection has been made. An answer is to be given to the employee and his representative, within 36 hours.
7. If the employee is not yet satisfied with this decision, he or she, individually or through their representative, may present his case in writing to the Hospital Administrator or his designee within 24 hours of receipt of the Department Head's decision. The Hospital Administrator or his designee will give his answer within 24 hours after receipt of the grievance to the employee and his or her representative.
8. If the employee is not yet satisfied with this decision, he may present his grievance to the Dean of Medicine or his designee within 24 hours after receipt of the Hospital Administrator's decision. The Dean of Medicine or his designee will give his answer to the grievance within 48 hours after receipt. If the employee is not yet satisfied with this decision, he may present his grievance within 24 hours, to a Grievance Committee consisting of two employees selected by the hospital employees and two members appointed by the College. The Personnel Director of the College shall act as Chairman of the Grievance Committee but shall have no vote. The Grievance Committee shall attempt to reach a solution by majority vote, which shall be binding on the employee and the College. Both the employees and the hospital shall be entitled to have their attorney or representative present at such meetings. The Grievance Committee shall

(3)

render its decision within 72 hours. Where no majority decision is reached by the Grievance Committee, if the employee is not yet satisfied, the matter shall be resolved by an independent arbitrator selected through the procedure of the American Arbitration Association. In any arbitration hearing both sides shall be entitled to representation by counsel.



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9. The Arbitrator's Award is limited solely to the question submitted to him and he is in no way empowered to rule on any matter other than the specific question of whether the aggrieved employee has been improperly treated insofar as the specific job vacancy in question.
10. The arbitrator's decision shall be binding on all parties concerned. The cost of the arbitrator shall be shared equally.
11. This agreement shall apply only to the employee classifications listed below:

**NURSING**

Public Health Nurse ✓  
Nurse-Anesthetist ✓  
Head Nurse  
Staff Nurse ✓  
Practical Nurse ✓  
Assistant Supervisors

**TECHNICIANS AND TECHNOLOGISTS ✓**

Histology	Medical
Biochemistry	Laboratory
Chemists	Radio Isotope
Cytology	Radiology
Hematology	E.K.G.
Bacteriology	E.E.G.
Service Worker ✓	

**MAINTENANCE**

Refrigeration Engineer	Plumbing
Fire Inspection	Stationary Engineer & Fireman
Electrician	Inspection
Carpentry	Repairman
Painting	

(5)

HOSPITAL MUSEUM CURATOR

MORGUE

Custodian  
Attendant

CLERICAL

Clerks/  
Stenographers  
Typists  
Clerk-Typist/  
Transcribers

Principal Clerk  
Accounting  
Stock  
Admitting ✓

DIETICS

Dietician  
Cook  
Butcher

Baker  
Serving Room  
Service Workers ✓

THERAPY

Physical Therapist

STORES

Storekeeper

SERVICES

Asst. Housekeeping Supervisors  
Tailor  
Seamstress  
House Mothers  
Watchmen  
Telephone Operators ✓  
Ambulance Drivers ✓  
Service Workers ✓

Elevator Operators ✓  
Special Officer  
Stock Handler  
Receptionist  
Mimeograph Operator  
Garage Attendant  
Mail Clerk  
Messenger

SOCIAL SERVICES

Social Worker ✓  
Case Worker ✓

LIBRARY

Library Assistants

(6)

EXEMPT

**NURSING**

All personnel involved in nursing administration  
and education

Directors

Assistant Directors

Supervisors

**SOCIAL SERVICE**

Director

Supervisor of Case Workers

**PROFESSIONAL STAFF**

All M.D.'s, Dentists, Ph.D, D.V.M., D.D., and  
similar degree titles

All Department Heads

**ALL ADMINISTRATIVE SECRETARIES**

**LABORATORY, X-RAY, E.K.G., E.E.G.**

Supervisors

Chief Technicians & Chemists

**MAINTENANCE**

Superintendent

Foreman

**PERSONNEL DEPARTMENT**

All

(7)

OTHER EXEMPT POSITIONS

Admitting Officer

Assistant Admitting Officer

All Students

Assistant Administrators

Associate Administrators

Administrative Assistants

Assistant Chief Clerk-Hospitals & Institutions

Chief Clerk

Guidance Counsellor

Food Service Supervisor

Head Dietician

Supervisor of Housekeeping

Laundry Supervisor

Chief Stationary Engineer

Coordinator of Volunteers

Chaplain

Chief Ambulance Driver

Supervising Principal Accounting Clerk

Supervising Principal Clerk

Supervising Telephone Operators

Supervisor, Inventory Clerk

Administrative Analyst

Supervisor of Accounts

Assistant Medical Record Librarian

or any like supervisory position created by the College