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*Board of Chosen Freeholders,*

COUNTY OF BERGEN (OPERATING BERGEN  
PINES HOSPITAL) and COMMUNICATION  
WORKERS OF AMERICA, AFL-CIO,

DISTRICT I

1/1/78 - 12/31/79

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PREAMBLE

This Agreement entered into by the County of Bergen operating the Bergen Pines Hospital, hereinafter referred to as the "Employer," and the Communication Workers of America, AFL-CIO, District 1, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions of employees for all non-medical professional employees of the bargaining unit of the Bergen Pines Hospital. This unit includes the following job categories:

Pharmacist, Senior Physical Therapist, Physical Therapist, Rehabilitation Counselor, Speech and Hearing Therapist, Special Education Teachers, Psychiatric Social Workers, Sr. Psychiatric Social Workers, Occupational Therapists, Sr. Occupational Therapists, Recreational Therapists, Medical Social Workers, Sr. Clinical Psychologists, Clinical Psychologists and Teachers.

It is agreed between the parties to this Agreement that Bergen Pines Hospital is an institution governed by the County of Bergen. Whenever the Hospital is mentioned in this Agreement, it is understood between the parties that the word Hospital is being used in place of the word Employer only for the purpose of clarity.

ARTICLE II. TERM OF AGREEMENT

This Agreement shall take effect on January 1, 1978 and shall remain in effect until December 31, 1979 unless renewed pursuant to Article XXXIII.

### ARTICLE III. UNION DUES

The Employer agrees to deduct from the pay of each employee monthly who furnishes a written authorization for such deduction in a form acceptable to Employer, the amount of monthly Union Dues. Dues shall be \$7.00 per month or such other amount as may be certified by Union the/CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be remitted by the Employer to the CWA c/o Secretary Treasurer, Communication Workers of America, AFL-CIO, 1925 "K" Street, N. W., Washington, D. C. 20006, by the 15th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall be delivered to the local CWA President.

The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within 60 calendar days after receipt of the same of its belief that the remittance is believed to be incorrect. The Union assumes full responsibility for the remittance upon receipt of the same. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the Employer which arises out of the aforesaid deduction.

Payroll deductions for a Union sponsored and administered welfare fund will be made upon the following conditions:

1. The employee must submit written authorization for such deductions.



2. The amount of the deduction will not be changed for a period of one year.

3. The Union agrees to hold the Hospital and the County of Bergen harmless from any and all claims arising out of the deductions and to indemnify the Hospital and the County of Bergen in the event a judgment is obtained by any person against the Hospital or the County of Bergen as a result of such payroll deductions.

## ARTICLE IV. GRIEVANCE PROCEDURE

### Section 1. Grievance Procedure

(a) The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

(b) In the wording of this statement of procedures, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

(c) Any employee shall have the right to present his or her grievance through the steps described in the following paragraphs without restraint, interference, coercion, discrimination or reprisal.

(d) If the Hospital does not answer a grievance or an appeal thereof, within the specified time limits or any mutually agreed to extension the grievant shall proceed to the next step of the procedures.

(e) A grievance which affects a group of employees shall be defined as a class grievance; such class grievances shall not amend, modify or delete any provision of this Contract.

(f) Nothing herein, shall prevent the employee from processing his or her own grievance; however, the Grievance Stewards may be present at any step on the individual's grievance.

(g) In the event any of the parties claim that a Civil Service rule or regulation has been violated, they shall be permitted to process a grievance or seek a remedy in accordance with the procedures provided

by the New Jersey Department of Civil Service.

(h) When an employee has processed a grievance through the procedure described in Section 3, and the grievance has not been settled satisfactorily upon completing Step 3, then the employee may elect to seek a remedy in accordance with the procedures provided by the New Jersey Department of Civil Service.

(i) The term immediate supervisor is hereby defined as the representative of the Employer who is directly responsible for supervising the work of the employee. In certain circumstances the immediate supervisor may also be a Department Head.

(j) The term working days as used in this article shall not include Saturdays, Sundays, Holidays or sick days.

(k) Time limitations provided for the settlement of disputes may be waived or modified by mutual agreement.

## Section 2. Definition

A grievance shall be defined as a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement; an inequitable application of the hospital administration policies, rules or regulations which directly affect the employee or the Union; or a disciplinary action affecting said employee.

## Section 3. Settlement of Grievances

Grievances shall be settled in the following manner:

Step 1. An employee who has a grievance, may, within 10 working days of the occurrence of the grievance or within 10 working days from the

time the employee should have reasonably discovered the grievance notify the immediate supervisor of the grievance. Grievances not taken within<sup>10</sup> the / working days shall be conclusively deemed waived. The employee and the immediate supervisor shall attempt to resolve the grievance at the earliest mutually convenient time and place.

The employee has the right to the presence of the departmental steward during the attempt to resolve the grievance. In the absence of the departmental steward the employee shall have the right to the presence of the alternate departmental steward.

A reply to a grievance at Step 1 may be oral or written at the request of employee and shall be given within two (2) working days of receipt of the grievance. If the employee requests a written reply then the employee may be required to reduce the grievance to writing. If no reply is received within that period, the grievance shall be deemed denied.

If a grievance is not settled, or is rejected, or, is deemed denied by a failure to reply by the employer at the Step 1 level, then the employee or the Union may within four (4) working days proceed to Step 2. If the employee or the Union does not proceed to Step 2 within four (4) working days, further grievance proceedings will be conclusively deemed waived.

Step 2. In the event that the grievance has not been resolved at Step 1, the employee or the departmental steward or a designated Union grievance representative shall present the grievance in writing to the Department Head within four (4) working days.

Within four (4) working days a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the departmental steward or the alternate. The employee has the right to have the Union grievance representative present at the meeting. A written decision will be given within four (4) days, following the meeting. If the grievance has not been resolved or if the Department Head has not responded at Step 2 the employee or the Union may within four (4) working days proceed to Step 3. If the employee or the Union does not proceed to Step 3 within four (4) working days further grievance proceedings will be conclusively deemed waived.

Step 3. In the event that the grievance has not been resolved at Step 2, the employee or the Union shall present the grievance in writing to the Personnel Director or his designee within four (4) working days of the failure to resolve the grievance. Within ten (10) working days a hearing will be held at a mutually convenient time and place between the Personnel Director or his designee, and the Union grievance representative. A written reply shall be given to the Union within ten (10) working days of the hearing. Both parties may have testimony given by appropriate persons including the aggrieved employee.

Step-4. In the event a grievance has not been resolved at Step 3, the employer, or the Union but not the employee may within thirty (30) days give notice to the other party of its intention to submit the

grievance to arbitration. Failure to give such notice shall be deemed a conclusive waiver of the right to arbitration.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to add to, subtract from or change in any way the terms of this Agreement and he shall be limited to consideration of only the terms expressed therein.

The expenses of arbitration and related services shall be shared equally by the parties. The parties shall cooperate to schedule a prompt hearing.

The parties have agreed upon Mr. Herbert Haber, Tenafly, N. J., to serve as the arbitrator during the term of this Agreement. All arbitrations shall be submitted to the agreed upon arbitrator.

#### Section 4.

(a) The Hospital will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.

(b) The Union reserves the right to have non-employee Union representatives at all steps of the grievance procedure.

(c) To the extent necessary, Grievance Committee members (limited to the appropriate steward and the President or a designee) may upon obtaining approval from the immediate supervisor, investigate grievances during working hours without loss of pay, provided that such investigation of an already-formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.

(d) The names of Officers and Stewards of the Local Union who may represent the employees shall be certified in writing to the Hospital by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.

(e) The Officers of the Union and representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Personnel Officer any conditions which may be of concern to employees of the bargaining unit or the Union.

Section 5. Additional Provisions

An employee who believes he or she is not properly classified or who believes he or she is working outside his or her classification may file a grievance. However, if the grievance is not settled at Step 3, it may be referred to either the Department of Civil Service or referred to the arbitration procedure set forth in Step 4 but not to both.

ARTICLE V. SPECIAL PROVISION FOR

LABOR MANAGEMENT MEETINGS

Labor-Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Hospital, may be arranged by mutual agreement between the Local President and the Personnel Officer or his designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made in advance, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda. The members of the Union attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in meeting together preceding such a conference.



ARTICLE VI. DISCIPLINE &

DISCHARGE, EXERCISE OF RIGHTS

(a) The procedures for taking disciplinary action or measures against any employees covered by this Agreement shall be as set forth in the following sections.

(b) Disciplinary action or measures shall only include Oral Reprimand, Written Reprimand, Suspension and Discharge.

(c) Disciplinary action may be imposed upon an employee for failing to fulfill responsibilities as an employee. Where the Hospital seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The writing served on the employee shall contain a full description of the specified acts and conduct, including reference to dates, times and places, when relevant. The Union shall be notified in writing of such action within twenty-four (24) hours.

An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the charges, or more than ninety (90) days after the Hospital learns of a punishable act, or identifies the responsible person. A grievance filed as a result of suspension or termination may be initiated at the third step of the grievance procedure.

ARTICLE VII. EDUCATION & CONFERENCES

A. Employees shall be entitled to time off with pay for attendance at the following:

- (1) professional seminars and conferences;
- (2) to attend courses, at an accredited university or college.

B. A total of 120 aggregate days per calendar year shall be allotted for the entire bargaining unit for the above purpose.

C. An employee within the bargaining unit shall be entitled to use a maximum of 24 working hours for either attendance at seminars and conferences or attendance of accredited university and college courses. An employee must get prior approval from her or his immediate supervisor. Final permission must be obtained from the Hospital Administrator. Permission for said attendance shall be granted to employees on a first come first serve basis until the 120 aggregate days are used up. However, no employee shall use more than 24 working hours for these purposes.

D. The Employer shall set aside a fund of \$3,000 per year, non-cumulative for the purpose of reimbursement of employee registration costs and fees at professional seminars and conferences. Each conference and seminar, registration cost and fees are reimbursable up to a maximum of \$100 per seminar and conference. Every employee shall receive reimbursement on a first come first serve basis until the funds set aside for these purposes have been fiscally exhausted.

ARTICLE VIII. MEDICAL BENEFITS

Section 1. Blue Cross, Blue Shield, Major Medical

(a) Employees shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical health insurance coverage for themselves and their eligible dependents. This benefit shall be available for all employees covered by this Agreement, provided that they are regularly scheduled to work twenty (20) hours per week or more, and it shall become effective after three (3) months of Hospital employment. Employees working less than twenty (20) hours per week shall not be entitled to such benefit.

(b) The Hospital shall also extend the above insurance coverage to all retired employees and their eligible dependents, at its expense, provided the employee has twenty-five (25) years or more of service with the Hospital and is retired in the Public Employees' Retirement System. The benefit to retired employees will cease upon the death of the employee.

(c) The Hospital shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is an eligibility for Workmen's Compensation benefits.

(d) If an employee is on an unpaid leave of absence, except as provided in (c) above, he or she shall continue to be covered for a minimum period of one month following the last date of payment, after which the employee shall be offered opportunity to continue coverage at the employee's expense, through the Hospital group.

(e) Any insured employee who resigns or is terminated for any reason other than retirement or death, shall continue to be covered for a minimum period of one (1) month following the last date of payment after which the employee shall have the opportunity to continue coverage at the employee's own expense, on a direct basis.

#### Section 2. Prescriptions Ordered by Hospital Physician

When employees are under-treatment by Hospital Physicians, either as in-patients, clinic patients or emergency room patients, any medications ordered by such physicians shall be provided to the employee by the Hospital Pharmacy without charge.

#### Section 3. Other Medications

In all other situations, the Hospital Pharmacy shall not be permitted to dispense medications to employees or members of their families.

#### Section 4. Major Medical Insurance

Under the terms of the Major Medical Insurance coverage provided by the Hospital at its expense, the cost of medications for the employee or his or her eligible family is considered an eligible expense, and under the terms of the coverage, is reimbursable after any applicable deductible at 80% of actual cost.

ARTICLE IX. LIFE INSURANCE

The Hospital will provide, at its expense, life insurance to all employees who are members of the New Jersey Public Employees' Retirement System, in the amount of one-and-one-half (1 1/2) times the employee's annual salary.

## ARTICLE X. VACATIONS

### Section 1. Choice of Vacation Period

(a) When feasible, vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation. Unless vacation preferences are submitted within twenty-one (21) calendar days after distribution, the employees shall forfeit the seniority rights with respect to vacation preference.

(b) At the end of any calendar year, maximum accumulated vacation is the amount earned during that year plus the amount earned in the preceding year. Unless used within that period, any excess is forfeited.

### Section 2. Holiday During Vacation Periods

If a holiday occurs during any paid vacation period, credit shall be given for that holiday. Such situation shall not automatically extend the employee's vacation period, but the employee may include such holiday time in his/her request for paid leave.

### Section 3. Vacation Rights in Case of Layoff or Separation

(a) Any employee who is laid off, discharged, retired or separated from the service of the Hospital for any reason prior to taking his or her vacation shall be paid for any unused vacation they have accumulated at the time of separation.

(b) In the case of the death of an employee, such payment shall be made to their estate.

Section 4. Vacation Schedule

All full-time employees covered by this Agreement shall be entitled to the following consecutive vacation period:

<u>Length of Service</u>	<u>Vacation Due</u>
Less than six (6) months	None
Six (6) months to eleven (11) months	One (1) eight (8) hours work day per month, retroactive to date of hire.
After one (1) year	Fifteen (15) eight (8) hour work days
After six (6) years	Twenty (20) eight (8) hour work days.

ARTICLE XI. LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Permanent employees shall be eligible for leaves of absence after six (6) months' service with the Hospital.

Employees may be granted six (6) months' leave of absence without pay. Said leaves is renewable for a period of 6 months. No leave shall exceed more than one (1) year. Said leave may be for educational purposes as well as other reasonable purposes.

Section 2. Application for Leave of Absence Without Pay

(a) Any request for a leave of absence shall be submitted in advance, in writing, by the employee to the immediate supervisor. The request shall indicate the starting date of the leave of absence, the length of time being requested, and the reason therefor.

(b) Authorization for a leave of absence shall be furnished to the employee by the immediate supervisor, in writing, if feasible.

(c) Any request for a leave of absence shall be answered promptly.

(d) To the extent possible employees shall be returned to the position they held at the time the leave of absence was approved.

(e) Approval by the Hospital of requests for leaves of absence will be subject to the needs of the Hospital. Approval will not be unreasonably denied.



## ARTICLE XII. LEAVE FOR ILLNESS

### Section 1. Sick Leave May Be Granted For:

(a) Absence from duty because of any non-service connected with personal illness or injury by reason of which the employee is unable to perform usual duties.

(b) Exposure to contagious disease which results in quarantine by the Health Authorities.

(c) A period not to exceed three (3) working days of emergency attendance upon a member of the immediate family seriously ill and requiring the presence of such employee. Immediate family is defined as: parent, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or any other relative residing in the employee's household.

### Section 2. Exclusions

(a) Visiting a doctor or dentist, except when such visit takes place during a period of disabling illness or injury.

(b) Taking a family member to visit a doctor or dentist, except when such visit takes place as defined in Section 1c of this Article.

(c) Eye examinations or having glasses made.

(d) Legal matters in connection with a deceased relative's affairs, except when such matters are handled during an approved funeral leave.

### Section 3. Eligibility Requirements

(a) The Hospital shall be notified of absence in advance or at the employee's scheduled reporting time. Failure to do so means

automatic disqualification from sick pay.

(b) The employee must complete Form 183 "Absence Notification and Request for Approval of Leave" immediately upon return to work, or sooner in case of lengthy absence.

(c) The employee must submit a Doctor's Certificate which attests that he or she or an eligible family member was under the doctor's care and unable to work during the period of absence. Such certificate must be obtained for any absence of five (5) days or longer, or for shorter periods if requested. Waiver of such requirement for any period of less than five (5) days shall not constitute a waiver of the Hospital's right to require such certificate for any period of paid sick leave. For a period of less than five (5) days, a Doctor's Certificate shall not be unreasonably requested.

#### Section 4. Allowance

(a) Employees shall earn sick leave at the rate of one (1) day of sick leave for each month of service for full-time employees, and proportionate amounts for part-time employees.

(b) At the end of the first year of employment, an additional three (3) sick days leave shall be allowed, to make a total of fifteen (15) days for the first year. Thereafter, full-time employees shall earn sick leave at the rate of ten (10) hours per month, or fifteen (15) days per year.

(c) Employees shall be eligible for sick leave after one (1) month's service at the Hospital.

(d) Paid sick leave shall be considered as time worked, for purposes of overtime computation and benefit earnings.

#### Section 5. Accumulation

Sick leave shall be cumulative, without limit, throughout an employee's paid service at the Hospital.

#### Section 6. Unused Sick Leave

Unused sick leave may be chosen by eligible employees as an option in the Terminal Leave benefit described in Article XVIII.

#### Section 7. Service-Connected Injury

(a) The Hospital shall provide coverage for all employees covered by this Agreement under the Workmen's Compensation Law.

(b) Employees who are unable to perform their regular duties because of injuries received while on duty at the Hospital, and who are eligible to receive Workmen's Compensation benefits, shall receive full pay Injury Leave in lieu of Workmen's Compensation benefit for a period of up to ninety (90) days. During any such period, a Doctor's Certificate shall be submitted to the Hospital every fourteen (14) days.

(c) Injury Leave is granted in lieu of, and not in addition to, Workmen's Compensation benefits.

(d) To be eligible for any service-connected injury benefit, the employee must report the injury promptly and formally, through notification to the immediate supervisor, and by reporting to the employee Clinic or Emergency Room of the Hospital.

(e) To be eligible for Injury Leave, the employee shall have a minimum of three (3) months service at the Hospital.

(f) No charge is made to the employee by the Hospital for any in-patient or out-patient service provided by the Hospital, but where such service is covered by a health insurance policy, the Hospital shall have the right to seek insurance company reimbursement for services rendered.

ARTICLE XIII. MATERNITY LEAVE

Maternity leave shall be granted at the requeste of the employee who is pregnant. Earned unused sick leave may be used at the employee's request, to cover any portion of such absence. Where any portion of maternity leave is unpaid, the employee must be pregnant and the total period of unpaid leave shall not exceed one (1) year.

ARTICLE XIV. JURY LEAVE

Employees shall be granted leave of absence with pay when they are required to report for jury duty. Jury fees collected during such service shall be paid to the Hospital as partial reimbursement for salary paid, except for amounts paid for travel and meals. Such reimbursement shall fulfill the employees' responsibility.

During the period of jury duty, the employee shall report for work at the Hospital any days on which he or she is excused from jury service, including Saturdays, Sundays and holidays, except when those days are regularly scheduled days off for the employee or when the employee has received permission to be off without pay.

ARTICLE XV. PERSONAL LEAVE

Employees who have completed ninety (90) days of full-time employment at the Hospital shall be entitled to one (1) personal leave day each year, non-cumulative, to be used whenever needed. Arrangements for such leave must be made by the employee at least one (1) week in advance, except in case of emergency. Personal leave shall be granted with full pay, and may be taken in half-day periods.

ARTICLE XVI. FUNERAL LEAVE

(a) In the event of death in the family of an employee, he or she shall be granted up to four (4) days funeral leave with full pay.

(b) Funeral leave is limited to the following family relationships: spouse, parents, children, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative residing in the employee's household.

(c) The Hospital reserves the right to require proof of death.

(d) To qualify, employees must notify the Hospital of absence in advance, and not later than the time they are scheduled for duty.



ARTICLE XVII. UNION LEAVE

Members of the Union who are elected or designated by the Union to attend any meeting or educational conference of the Union or other body to which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Hospital in writing by the Union at least two (2) weeks in advance, and also provided that such requests are not in excess of twenty (20) working days per year for all members. The Union may save union leave as defined and limited above, from the first year of this Agreement for use in the following year.

ARTICLE XVIII. TERMINAL LEAVE

Employees who resign after reaching age 60 and those who retire through the Public Employees' Retirement System, regardless of age, may choose one of the following Terminal Leave options:

Option 1 - Lump sum payment of one-half (1/2) of the employee's earned and unused accumulated sick leave, calculated at the average rate of pay earned during the year of employment immediately preceding the effective date of retirement, provided that such payment shall not exceed \$12,000.

Option 2 - One (1) day of pay for each full year of service with the Hospital.

## ARTICLE XIX. HOLIDAYS

### Section 1. Holidays Recognized and Observed

(a) The following days shall be recognized and observed as paid holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day, and Employee's own Birthday (effective 1/1/75).

Employees shall be granted any additional holiday time which is authorized by Resolution of the Bergen County Board of Chosen Freeholders.

(b) Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday, eligible employees shall receive credit for such holiday.

If a recognized holiday falls on an employee's scheduled day off, or while the employee is on vacation, or any other previously approved absence with pay the employee shall receive full credit for that holiday, and may request an alternate day off.

### Section 2. Eligibility

(a) Employees regularly scheduled to work forty (40) or more hours per week shall receive eight (8) hours of holiday credit for each holiday, regardless of their assigned work schedule.

(b) Employees regularly scheduled to work more than forty (40) hours per week shall receive the same holiday benefit as any full-time employee.

(c) Employees regularly scheduled to work less than forty (40) hours per week shall receive holiday benefits on a pro-rata basis.

(d) To be eligible for any paid holiday, the employee must be working on the last scheduled work day before the holiday, and on the first scheduled work day after the holiday, except when an employee is absent on a previously-approved absence with pay. Any absence without pay, even for a part of a day, shall disqualify the employee from such holiday pay.

(e) An employee who calls in sick on the day immediately preceding or following a holiday shall be required in such cases to bring or mail a Doctor's Certificate to the Payroll Office within five (5) days of the notification, or the employee shall not be eligible for either sick pay or holiday pay.

(f) In those departments which operate on holidays, no holiday may be taken off without obtaining Department Head approval.

### Section 3. Holiday Pay for Off-Duty Employees.

(a) Employees who are authorized to be off duty on a holiday shall receive credit for that day in the pay period in which the holiday falls, and at their regular salary rate.

(b) Full-time eligible employees whose work day on a recognized holiday differs from the standard eight (8) hours, shall be paid for eight (8) hours at their regular salary rate.

#### Section 4. Holiday Pay for Employees Who Work on the Holiday

(a) An employee who works on a recognized holiday shall receive holiday credit as set forth in Section 3, above. In addition the employee shall receive pay at the regular salary rate, plus 50¢ per hour differential for any hours actually worked.

(b) An employee may request cash payment for an eligible holiday.

(c) In the absence of a request for cash payment for an eligible holiday, the employee shall be credited with the appropriate number of hours, and such hours shall be identified as "saved holiday hours" or "CTO hours." Such saved hours shall be shown on each employee's pay check stub every pay date, and they may be used by the employee to request an alternate day off, or pay in cash if requested, or upon termination of employment.

(d) Any accrued holiday time which exceeds twenty-four (24) hours shall be automatically converted to cash payment by the Hospital.

#### Section 5. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, paid holiday time shall be counted as hours worked.

#### Section 6. Religious Holidays

Employees may be granted time off without pay, if requested, for religious holidays, or they may ask to have such time charged against earned vacation credits, personal leave or holiday time.

ARTICLE XX. HOURS OF WORK AND OVERTIME

1. The regular work week for full time employees shall consist of forty (40) hours per week.

2. Employees who work forty (40) hours and less than forty (40) hours may alter their work week if it mutually agreed upon by both the employee and the employer. Whenever an alternation in the work week schedule is agreed upon by these two parties, the Union shall be notified in writing of such altered work week.

3. All employees who work more than forty (40) hours per week shall be paid overtime for all such hours worked. Overtime shall be paid at the rate of time and one half. All overtime worked shall be paid for as promptly as possible and no later than four (4) weeks after it's worked.

4. The provisions of paragraph 2 are intended to continue an existing practice beneficial to employer and employee and not to create any new rights or obligations.

## ARTICLE XXI. SENIORITY

### Section 1. Definition

Seniority is defined as the period of continuous unbroken service with the Employer. Seniority shall be the controlling factor with respect to vacation scheduling, layoffs and recall and promotions.

### Section 2. Job Openings

The Employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job title who possess the requirements enunciated by Civil Service law, subject to subsequent certification by Civil Service.

If there are two or more persons with equal qualifications to perform the job, the employee with the greatest seniority will be given preference.

### Section 3. Seniority List

Every three (3) months the Hospital shall provide the local Union's recording secretary, a seniority list. The seniority list shall show the name, job title and the date of hire of all employees in the unit.

### Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

### Section 5. Layoff

(a) In the event the Hospital plans to layoff employees within a job classification for any reason, the Hospital shall meet with

the Union to review such anticipated layoff where possible at least ninety (90) days prior to date such action is to be taken.

(b) 1. When such action takes place, it shall be accomplished by laying off temporary and probationary employees first.

2. Should it be necessary to further reduce the work force then regular employees shall be laid off in the inverse order of seniority. In such instances, the Hospital would reserve the right to reassign employees as to shift and work location.

(c) The Hospital shall forward a list of those employees being laid off to the Union on the same date the notices are sent to the employees.

(d) Employees to be laid off will have at least forty-five (45) calendar days' notice of layoff.

(e) When an employee is laid off due to a reduction in the work force, the Hospital will make reasonable effort to reassign that employee to another job classification.

(f) Any employee, having been notified of a layoff (or the Union acting on behalf of one or more such employees) may discuss the matter with the Personnel Officer if the employee believes an inequity exists with respect to an employee with less seniority who has not been laid off because the employee is in a different, but similar job classification of equal or lower rank. The Hospital agrees to meet with the employee or the Union to review such claimed inequity and to notify the employee (or the Union) promptly of its decision. If the decision does not satisfy the employee, the employee may file a grievance at Step 3.



(g) If an employee returns to work in any capacity after lay-off, the employee shall return credit for the time worked prior to the lay-off.

#### Section 6.

When an employee leaves full time per diem status and continues as a full time non per diem employee, then the seniority of such employee shall be retroactive to the date of hire as a full time per diem employee for the purposes set forth in Article XXI, Section 1.

#### Section 7. Recall

(a) When the work force is increased after a lay off, employees will be recalled according to seniority. Notice of recall shall be sent to the Union and to the employee at his or her last known address by Registered Mail. If any employee fails to report for work within 15 days from the date of mailing of notice of recall, he or she shall be considered a quit. Recall rights for an employee shall expire after a period equal to his or her seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his or her last known address by Registered or Certified Mail.

(b) No new employee shall be hired until all employees on layoff status desiring to return to work in an appropriate title have been recalled or have been given notice of recall and failed to report to work.

ARTICLE XXII. PROBATION PERIOD

All new employees hired shall be probationary employees for the first ninety (90) calendar days of their employment. Probationary employees shall have no rights under this agreement. Upon completion of the probationary period all employees shall be eligible to become permanent employees.

Upon completion of the probationary period permanent employees shall be entered on the seniority list retroactive to the last date of hire and shall be given notice thereof.

ARTICLE XXIII. SENIOR TITLES

The major factors for which an employee shall be entitled to promotion to a senior title shall be:

1. Seniority
2. Fulfilling the proper Civil Service rules and regulations.

These are the criteria to be used when a senior title is either to be filled or created.

ARTICLE XXIV. LONGEVITY

Each full-time employee shall receive longevity pay starting with the sixth (6th.) anniversary of employment. An additional lump-sum payment shall be made on the completion of each anniversary as follows:

\$100 for service periods of from 6 to 8 years

\$200 for service periods of from 9 to 13 years

\$400 for service periods of from 14 to 18 years

\$600 for service periods of from 19 years or more.

Part-time employees who work 20 hours or more per week shall receive proportionate amounts of the above benefits. Employees who work less than twenty (20) hours per week shall not receive longevity benefit, regardless of length of service, or regardless of whether they worked more hours in prior years.

ARTICLE XXV. USE OF AUTOMOBILE

When an automobile is needed in the employee's work duties, the employee will first request from the immediate supervisor, the use of a county automobile. The immediate supervisor will immediately advise the employee whether a county car is available for their use and, if a county car is not available, shall authorize the employee to use the employee's own auto. Whenever an employee is required to use his or her own auto for employer business they shall receive reimbursement at the rate of 14¢ per mile.

ARTICLE XXVI. EMERGENCY CALL-IN PAY

Any employee who is called by the Hospital to return to work at his or her work location after the end of his or her regular hours of work shall be compensated with a minimum of four (4) hours of pay at time and one half the regular rate of pay. This benefit shall be provided only if the employee has actually left the Hospital premises and not if the employee has merely left the work area and only if called by their immediate supervisor or department head.

ARTICLE XXVII. PETTY CASH FUND

It is recognized that employees of this bargaining unit frequently have to spend personal monies for job-related purposes. For this purpose, a fund of \$1,000 per year for use of Petty Cash shall be established, \$500 of which shall be used for employees in the Children's Mental Health Clinic and the remainder which shall be used for the other hospital units within the bargaining unit which do not presently have such a fund in existence.

None of the Petty Cash funds which are presently in existence shall be diminished as a result of this contract clause.

ARTICLE XXVIII. PERSONNEL FOLDERS

All employees shall have access to their own personnel files during reasonable working hours and upon written notification to the Personnel Officer. Such requests shall be reasonable as to frequency. All documents contained in the employee's file shall be initialed and dated by the employee at the time of examination.

Such initialling shall not constitute agreement with its content. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in his file dating from two years prior to the effective date of this Agreement.

Unofficial derogatory materials dated before January 1, 1974 will be removed.



ARTICLE XXIX. NON-DISCRIMINATION CLAUSE

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, union membership, union activity or political affiliation.

ARTICLE XXX. MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement which has been recognized by the Hospital shall be retained and remain in force, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed upon in writing.

ARTICLE XXXI. FULLY-BARGAINED CLAUSE

The foregoing constitutes the entire Agreement between the parties and shall supercede any and all Rules and Regulations in conflict therewith, which were previously in effect. All other Rules and Regulations affecting conditions of work which were in effect at the time of signing of this Agreement shall remain in effect and are made part of this Agreement.

Nothing herein, shall be construed to supercede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

ARTICLE XXXII. SEPARABILITY CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE XXXIII. RENEWAL CLAUSE

This Agreement shall become effective retroactive to January 1, 1978 for economic issues only and shall remain in full force and effect until December 31, 1979. This Agreement shall continue from year to year unless either party requests in writing ninety (90) days prior to its termination a modification or revision of the terms and conditions set forth. Negotiations shall commence as required by law or sooner as mutually agreed upon.

ARTICLE XXXIV. NO STRIKE - NO LOCKOUT

No lockout of employees shall be instituted by the Hospital during the terms of the Agreement.

No strike of any kind shall be caused or sanctioned by the Union. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

## ARTICLE XXXV. MANAGEMENT RIGHTS

Subject to the terms of this Agreement, nothing herein, shall abrogate the management rights of the Hospital, its Board of Managers, or the Board of Chosen Freeholders of the County of Bergen, or prevent them from carrying out the ordinary and customary functions of management or otherwise limit the rights, power, duties, authority and responsibilities conferred upon them by law, or by an agency with regulatory powers or with authority to license or accredit health care agencies or their personnel.

The Union agrees that some of the activities over which Hospital management retains sole authority are the following:

1. The types of health care service to be provided by the Hospital, and the planning, direction and control of all operations.
2. The size and location of the Hospital, the members of specific units and changes therein.
3. The means of providing health care services consistent with the requirements of law, quality standards of care, the practice of the medical staff, and the welfare of patients.
4. Implementation of any program or technological change, and introduction of new or improved methods, programs or facilities.
5. The safety of patients and employees, and the protection of property.
6. Determination of charges for services and other relationships between patients and the administration or Board of Managers of the Hospital.

7. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline and discharge for cause.

8. Maintenance of facilities or services, including performance standards, required by licensure, accreditation or the Hospital's standards of patient care.

9. The appointment and conduct of such technical, operational or professional advisory personnel and committees as are required for the information of the Board of Managers and its administration, or to meet the requirements of licensure, accreditation or other obligation.

10. The designation of supervisory employees as agents of Hospital management and the delegation of authority to them.

11. The right to promulgate and enforce reasonable rules and regulations except that this right is subject to the employees right to use the grievance procedure to grieve an inequitable application of a rule or regulation.

When the Hospital in the exercise of any management right, makes new rules or modifies existing rules governing those working conditions which are required by statute to be negotiated then, the effect of the action is negotiable and subject to grievance.



ARTICLE XXXVI. ADDENDUM TO EDUCATION AND CONFERENCES

Professional employees who are required by law to take special courses or attend special seminars and conferences in order to maintain their professional licenses shall be granted time off with pay to take or attend such courses, seminars or conferences within the limits of paragraphs B and C, Article VII. Employees who take or attend such courses, seminars or conferences shall be reimbursed for the cost thereof to a maximum of \$75.00 per employee. However, in no event shall the obligation of the employer under this provision exceed a total amount of \$750.00 per year.

ARTICLE XXXVII. SALARY

All Employees covered by this Agreement shall be paid an annual salary rate pursuant to the provisions of this Article.

The parties acknowledge that they have agreed upon the annual salary rates for each of the employees in the bargaining unit during the years 1978 and 1979. The annual salary rates are set forth in "Appendix A" annexed hereto and made a part hereof.

The parties further acknowledge that they have agreed upon a pay grade for each job title within the bargaining unit and the salary ranges for the job titles as set forth, in "Appendix B" annexed hereto and made a part hereof.

Employees who were at their maximum rate of pay for their job title on December 31, 1977 shall receive a 3 1/2% increase in their salary effective January 1, 1978 and a 3 1/2% increase in their salary effective January 1, 1979. Such increases shall not constitute an increase in the maximum rates of pay for such title.

ARTICLE XXXVIII. JOB DESCRIPTION

Job descriptions drafted pursuant to Civil Service Regulations are annexed hereto as Appendix "C" and made a part hereof.

ARTICLE XXXIX. COMPENSATION FOR WORK ON

SATURDAY AND SUNDAY AND ON SHIFTS

(a) Employees scheduled to work on a Saturday or Sunday shall receive additional compensation in the sum of 50¢ per hour for each hour actually worked. This additional compensation shall not be added to the base hourly rate of pay when computing overtime pay.

(b) Employees scheduled to work the evening shift shall receive additional compensation of 53¢ per hour shift differential for such hours actually worked. The shift differential shall not be added to the base hourly rate of pay when computing overtime pay.

ARTICLE XL. BULLETIN BOARDS

The Employer will provide the Union with two (2) bulletin boards to be located in places which will not interfere with the operation of the Hospital or patient care and which shall be used only for Union business.

ARTICLE XLI. COLLECTIVE BARGAINING PROCEDURES

A maximum of two (2) employees from the bargaining unit will receive their regular rate of pay for hours actually spent at the negotiation table subject to the following conditions. Payment will be made only for those hours which coincide with the employees regularly scheduled hours. Not more than one (1) employee from any work location may be released from his or her duty for participation in collective negotiations.

ARTICLE XLII. TEMPORARY WORK ASSIGNMENTS

If an employee is assigned by a Department Head to perform the duties of a higher paying job title then effective in the sixth (6th.) consecutive work day of such performance the employee shall be compensated by receiving the minimum salary range for the higher paying job title or the existing salary of the employee plus an additional five (5) percent of the salary whichever is greater. Such compensation shall continue for the duration of the assignment. No employee shall be assigned to perform the duties of a higher paying job title except upon written direction from the supervisor or the Department Head.

ARTICLE XLIII. ANNUAL PHYSICAL

The employees shall be examined annually by a medical doctor chosen by the Employer at a date and time to be determined by the Hospital. The cost thereof, shall be the responsibility of the Hospital.



ARTICLE XLIV. WORK FORCE DEFINITIONS

Temporary Civil Service Appointment - Employment during a period of emergency or for any interim period: providing the position with an announced and definitive effective and termination date.

Provisional Civil Service Appointment - The appointment of an individual to a specific vacancy pending the regular appointment of an eligible candidate from either a special re-employment, regular re-employment.

Permanent Civil Service Appointment - A defined appointment for an individual who has acquired civil service permanent status by testing or waiver in a position, after satisfactory completion of a Work-Test-Period.

Probationary Civil Service Appointment - Defined as a Work-Test-Period, which consists of a trial session (a period of three (3) months not to be extended) during which time the performance and conduct of the appointee is evaluated to determine if <sup>the employee</sup> ~~he~~ shall not merit a permanent status.

ARTICLE XLV. COMPENSATION UPON PROMOTION

Effective upon the permanent appointment to a higher paying job title an employee shall receive an increase in annual salary. The increase shall be the greater of either the minimum rate of pay for the higher paying job title or the salary of the employee before appointment plus 5% thereof. However, the employee shall not receive more than the maximum rate of pay for the higher paying job title.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:

*Laurel M. ...*

BERGEN COUNTY BOARD OF  
CHOSEN FREEHOLDERS

by

*Jeremiah F. O'Connor*  
JEREMIAH F. O'CONNOR  
Freeholder Director

COMMUNICATION WORKERS OF  
AMERICA AFL-CIO DISTRICT I

by

*Edward A. Schultz*  
EDWARD A. SCHULTZ  
International Representative

by

*Jo-Ann Marchal*  
JO-ANN MARCHAL  
Negotiator

ATTEST:

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by

*Joseph P. Bordone*  
JOSEPH BORDONE  
Negotiator

JOB TITLES	GRADE	1978		1979		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 1
		STARTING	STARTING	STARTING	STARTING								
PHARMACIST	78	12,559	13,342	14,125	14,908	15,691	16,474	17,257	18,040	18,823	19,609		
CLINICAL PSYCHOLOGIST	78	12,559	13,342	14,125	14,908	15,691	16,474	17,257	18,040	18,823	19,609		
PSYCHIATRIC SOCIAL WORKER	78	12,559	13,242	14,125	14,908	15,691	16,474	17,257	18,040	18,823	19,609		
SPEECH & HEARING THERAPIST	24	10,495	11,182	11,869	12,556	13,243	13,930	14,617	15,304	15,991	16,677		
OCCUPATIONAL THERAPIST	23	10,232	10,916	11,600	12,284	12,968	13,652	14,336	15,020	15,704	16,388		
REHABILITATION COUNSELOR	22	9,969	10,640	11,331	12,012	12,693	13,374	14,055	14,736	15,417	16,095		
PHYSICAL THERAPIST	72	10,492	11,115	11,738	12,361	12,984	13,607	14,230	14,853	15,476	16,095		
RECREATION THERAPIST	20	9,372	10,028	10,684	11,340	11,996	12,652	13,308	13,964	14,620	15,278		
TEACHER, JUVENILE FACILITY	71	10,207	10,810	11,413	12,016	12,619	13,222	13,825	14,428	15,031	15,631		
MEDICAL SOCIAL WORKER	70	9,885	10,484	11,083	11,682	12,281	12,880	13,479	14,078	14,677	15,277		
SR. CLINICAL PSYCHOLOGIST	82	15,967	16,820	17,673	18,526	19,379	20,232	21,085	21,938	22,791	23,641		
SR. PSYCHIATRIC SOCIAL WORKER	82	15,967	16,820	17,673	18,526	19,379	20,232	21,085	21,988	22,791	23,641		
SR. OCCUPATIONAL THERAPIST	25	10,935	11,750	12,565	13,380	14,195	15,010	15,825	16,640	17,455	18,270		
SR. MEDICAL SOCIAL WORKER	75	11,348	11,980	12,612	13,244	13,876	14,508	15,140	15,772	16,404	17,035		
SR. PHYSICAL THERAPIST	74	11,027	11,655	12,283	12,911	13,539	14,167	14,795	15,423	16,051	16,679		

APPENDIX "A"

PharmacistSalary 1/1/78Salary 1/1/79

M. Belinsky	15,643.	17,808.
Q. Campbell	13,438.	14,379.
M. E. Kaser	16,866.	18,047.
B. Mullin	14,088.	15,074.
F. Ponderlick	13,910.	14,884.
R. Smith	16,555.	17,714.
C. Zabady	13,973.	14,951.
R. Zyla	14,240.	15,237.
M. Burgio	14,240. *	15,237.
M. Kurlan	12,559.	13,438.
M. Vane	12,559.	13,438.
I. Sharaga	15,952.	17,069.

Clinical Psychologist

C. Austrian	15,372.	16,448.
G. Donohue	14,568.	15,588.
R. Lamotta	12,600.	13,482.
E. McBride	14,568.	15,588.
S. Mindelowitz	16,437.	17,588.
A. Rollenhagen	15,960.	17,077.
R. Valeri	15,122.	16,181.
R. Ward	15,447.	16,528.

\* 1978 salary effective September 10, 1978.

Rehabilitation CounselorSalary 1/1/78Salary 1/1/79

R. Ward	13,316.	14,248.
R. Stellar	19,681. + 339.00 in lump sum	19,681. + 690.00 in lump sum

Psychiatric Social Worker

M. Bylani	14,224.	15,219.
W. Gerber	14,955.	16,002.
R. Gudelis	14,257.	15,255.
P. Heffmann	14,257.	15,255.
L. Kantrowitz	15,006.	16,056.
S. Karp	12,600.	13,482.
E. Marshall	14,908.	15,952.
P. Mincis	15,953.	17,069.
M. Policastro	12,600.	13,482.
J. Smith	12,559.	13,438.
D. Wetzel	12,559.	13,438.

Speech & Hearing Therapist

Salary 1/1/78

Salary 1/1/79

D. Brunner	12,573.	13,454.
P. Klein	16,677. + 584.00	16,677. + 1,188.00 in
V. Pinto	10,495. in lump	11,230. lump sum
P. Kincaid	10,495. sum	11,230.
D. Tyrell	7,871.	8,422.

Occupational Therapist

J. Callacombe	10,232.	10,948.
D. Dilger	11,045.	11,818.
N. Farley	10,232.	10,948.
C. Gray	12,231.	13,087.
A. O'Connell	10,232.	10,948.

Physical Therapist

J. Broussard	12,560.	13,439.
C. Campbell	14,017.	14,998.
L. Dillon	11,893.	12,726.
P. Kowalinski	11,893.	12,726.
Davidoff	11,115.	11,893.

Recreational TherapistSalary 1/1/78Salary 1/1/79

M. Browne	11,028.	11,800.
J. Denton	9,372.	10,028.
J. Higgins	10,259.	10,977.
J. Stepniewski	9,372.	10,028.
M. Vincent	10,165.	10,877.
J. Witek	9,372.	10,028.
R. Day	9,372.	10,028.

Teacher Special Education

R. DeKoyer	12,456.	13,328.
B. Wagner	10,833.	11,591.
N. Wirt	11,135.	11,914.
P. Surofsky	10,207.	10,921.

Medical Social Worker

J. Bordo	12,529.	13,406.
E. Fox	10,165.	10,877.
A. Harvey	8,774.	9,166.
P. Johansson	10,165.	10,877.
D. McCofferty	13,886.	14,858.
R. Schreiber	14,930.	15,452.
E. Gordon	9,885.	10,577.



Clinical Psychologist

Salary 1/1/78

Salary 1/1/79

F. Amendolara	21,152.	22,632.
K. Eklaif	20,585.	22,026.
J. Marchal	20,416.	21,845.
F. Paine	16,437.	17,587.

Sr. Psychiatric Social Worker

E. Adelman	13,772.	14,736.
J. Morris	16,657.	17,823.
R. Smith	17,523.	18,750.
G. Sternitzke	15,967.	17,085.

Sr. Occupational Therapist

M. Gold	8,267.	8,846.
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Sr. Physical Therapist

K. Klump	15,238.	16,305.
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