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COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF BERGEN (operating BERGEN PINES COUNTY HOSPITAL in Paramus, New Jersey) and COMMUNICATIONS WORKER OF AMERICA, INC.

AFL-CIO, DISTRICT I

for the term

JANUARY 1, 1982 to DECEMBER 31, 1984

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PREAMBLE

This Agreement dated the 1st day of January 1982 between the County of Bergen, operating the Bergen Pines County Hospital, hereinafter referred to as the "Employer," and the Communication Workers of America, AFL-CIO, District I, 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 for all non-medical professional employees employed at the hospital and excepting therefrom, managerial, confidential and supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act of 1968, as amended. This unit includes the following job titles:

Principal Clinical Psychologist	Pharmacist
Senior Clinical Psychologist	Clinical Psychologist
Senior Psychiatric Social Worker	Speech Pathologist
Senior Medical Social Worker	Speech Pathologist (CFY)
Senior Physical Therapist	Audiologist
Senior Occupational Therapist	Occupational Therapist
Senior Recreational Therapist	Recreational Therapist
Senior Speech Pathologist	Physical Therapist
Senior Pharmacist	Teacher, Juvenile Facility
Psychiatric Social Worker	Learning Disability Specialist
Medical Social Worker	Rehabilitation Counselor
Social Worker/Drug Abuse	Social Caseworker
Medical Librarian (Typing)	

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

## ARTICLE II, TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 1982 until December 31, 1984.

## ARTICLE III, UNION DUES

The Employer agrees to deduct uniform Union dues from the pay of each employee who files written authorization for such deduction. The deduction shall be made twice in each month. The amount of the deduction shall be the same amount as the Union shall certify in writing. The Employer shall remit the deductions to the 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 month in which the deductions are made. The Employer shall also remit to the Union a list of employees from whose pay such deductions were made. A copy of the list shall also be delivered to the President of the Union Local.

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 good faith belief that the remittance is 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 arising 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 file 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 Employer harmless from any and all claims arising out of the deductions and to indemnify the Employer in the event a judgment is obtained by any person against the Employer as a result of such payroll deductions.

The Employer will commence to withhold, from the salaries of those

employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of union dues as provided in the writing hereinabove, a representation fee equal to 85% of the uniform annual dues charged by the Union to its members. The Employer shall forward the amount so deducted to the Union in the same manner as provided in Section 1, of this Article. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements, imposed upon the Union pursuant to this paragraph & contingent upon the Union's continued compliance therewith.

#### ARTICLE IV

##### 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 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 Employer 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 procedure.

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

(f) Nothing herein, shall prevent the employee from processing his or her own grievance, however, a Union steward may be present at any step of 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. The parties acknowledge that 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; or an inequitable application of the Employer's 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 the 10 working days as noted above 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 the employee and shall be given within two (2) working days of receipt of the grievance. If the employee requests a written reply then the employer 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 department steward. 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 had 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 Employer's personnel officer 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 officer 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 to utilize Mr. Herbert Haber of Tenafly, N. J. to serve as the arbitrator during the term of this Agreement. In the event of Mr. Haber's unavailability, the parties shall select another arbitrator assigned by the Public Employment Relations Commission.

#### Section 4.

(a) The Employer 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 representatives of

the Union at all steps of the grievance procedure.

(c) To the extent necessary, grievance committee members (limited to the appropriate steward and the President of the union local or a designee) may upon obtain'g 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 who may represent the employees shall be certified, in writing, to the Employer by the Local. 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 Employer's 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 /she is working outside of his or her classification may file a grievance. However, if the grievance is not settled at Step 3, it shall be referred to the New Jersey Department of Civil Service for conclusive findings.

#### ARTICLE V. SPECIAL PROVISION FOR

#### LABOR MANAGEMENT MEETINGS

Labor-Management meetings, to discuss matters considered important by either the Union or the Employer may be arranged by mutual agreement between the local president and the Employer's personnel officer or his designee. Meetings shall be attended by such representatives of the parties as they deem useful to the discussion. Arrangements for the time, date and place of such meetings shall be made in advance, and shall include, a proposed list of employees who will attend and an agenda of the matters to be discussed at the meeting. Matters discussed at the meetings shall be

limited to those included on the agenda. The members of the Union attending such meetings shall not lose time or pay for time so spent, nor for up to one-half (½) hours spent in preparation preceding such meetings.

ARTICLE VI, DISCIPLINE AND  
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 Employer 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 written notice served on the employee shall contain a full description of the specified act 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 Employer 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 AND 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 150 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 32 working hours per employee each year for either attendance at seminars and conferences or attendance of accredited university and college courses. However, before this benefit is recognized, an employee must obtain prior approval from his/her immediate supervisor and final approval must be obtained from the Executive Director of the Hospital. Permission for said attendance shall be granted to employees on a first come, first serve basis until the 150 aggregate days are fully utilized. The improved benefit contained herein shall be effective upon ratification of the contract.

(d) The Employer shall set aside a fund of \$6,000.00 per year, non-cumulative for the purpose of reimbursement of employee registration cost and fees at professional seminars and conferences. For each conference and seminar, the registration costs and fees are reimbursable up to a maximum of \$200.00 per seminar and conference. Every employee shall receive reimbursement on a first come, first serve basis until the funds set aside for the above benefit has been exhausted. The improved benefit contained herein shall be effective upon ratification of the Contract.

(e) Employer shall furnish to the union an expenditure summary on a quarterly basis.

ARTICLE VIII, MEDICAL & HEALTH 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 greater, and it shall become effective after three (3) months of employment at the Hospital. Employees working less than twenty (20) hours per week shall not be entitled to such benefit.

(b) The Employer shall also extend the above insurance coverage to all retired employees and their eligible dependents, at its expense, provided that the employee has had twenty-five (25) years of service with the Employer at the Hospital and is retired through the New Jersey Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the employee.

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

(d) If an employee is on an unpaid leave of absence, except as provided in (c) above, he/she shall continue to have insurance coverage as set forth in Paragraph a for a minimum period of one month following the last date of payment of salary. The employee shall then be offered the opportunity to continue coverage at the employee's expense through the Employer's 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 of salary. The employee shall have the opportunity to continue coverage at the employee's own expense by dealing directly with the insurance carrier.

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

When employees are under treatment by physicians employed at the Hospital, 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 operated by the Employer without charge.

#### Section 3. Other Medications

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

#### Section 4. Prescription Plan

The Employer will provide a fully paid prescription program through the Blue Cross/Blue Shield of New Jersey with a \$2.00 co-payment.

#### Section 5. Major Medical Insurance

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

#### Section 6. Dental Insurance Coverage

All employees in the bargaining unit must belong to a group for the purposes of establishing a dental insurance plan pursuant to this Agreement. The benefit known as the Delta Plan is sponsored by the New Jersey Dental Service Plan, Inc. Effective January 1, 1982 through December 31, 1984, the Employer will provide fully paid monthly premiums for each employee. It is the intention of the parties that the employees in the bargaining unit be covered by the same dental insurance plan as is provided to employees in the non-affiliated classifications.

ARTICLE IX, VACATIONS

Section 1. Choice of Vacation Leave

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

(b) The maximum vacation benefit which may be unused and accrued is the benefit earned in two successive years of employment. Unused vacation benefits in excess of the maximum benefit which may be accrued shall be forfeited.

Section 2. Holiday Occurring During Vacation Leave

If a holiday occurs during vacation leave, the holiday will be recognized by the Employer. Such recognition shall not automatically extend the employee's vacation leave, however, the employee may request that the vacation leave be extended.

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 Employer for any reason prior to taking his or her vacation leave 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 leave benefit:

Length of Service

Vacation Benefit

Less than six (6) months

None

More than six (6) months but less than twelve (12) full months

One (1) work day per month, retroactive to date of hire



More than one (1) year but less than six (6) years

Fifteen (15) work days per year

More than six (6) years

Twenty (20) working days per year

#### ARTICLE X, UNPAID LEAVES OF ABSENCE

##### Section 1. Eligibility and Duration

Permanent employees shall be eligible for leaves of absence after six (6) months service with the Employer. Permanent employees may be granted six (6) months of leave of absence without pay and such leave is renewable for a period of an additional six (6) months. No leave of absence shall exceed more than one (1) year. A leave of absence may be used for educational purposes as well as other reasonable purposes.

##### Section 2. Application for Leave of Absence

A request for a leave of absence shall be submitted in advance, in writing, by the employee to his or her immediate supervisor. The request shall indicate the starting and ending date of the leave of absence and the reason therefore. A reply to the request for a leave of absence shall be furnished to the employee by the immediate supervisor, in writing, as promptly as possible. Approval by the Employer of requests for leaves of absence will be subject to the needs of the Hospital, however, approval will not be unreasonably denied. Upon completion of a leave of absence and to the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved.

#### ARTICLE XI, LEAVE FOR ILLNESS AND LEAVE FOR SERVICE CONNECTED INJURY

##### Section 1.

Sick leave may be granted for the following reasons:

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

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

(c) A period not to exceed three (3) working days for 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.

Sick leave shall not be used for:

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

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

The following provisions shall be complied with by the employee:

(a) The Employer 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) Employees 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) Employees 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 Employer'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.

Sick leave benefits shall accrue in the following manner:

(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 service at the Hospital.

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

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

#### Section 5.

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

#### Section 6.

(a) The Employer shall provide Workmen's Compensation Insurance benefits for all employees covered by this Agreement.

(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 benefit 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. The injury leave benefits are provided in lieu of, and not in addition to, Workmen's Compensation benefits. To be eligible for the injury benefit, employees must report the injuries promptly and formally, by notifying the immediate supervisor, and by reporting to the Employee Clinic or Emergency Room at the Hospital and must have a minimum of three (3) months service at the Hospital.

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

#### ARTICLE XII, LIFE INSURANCE

The Employer 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 (1½) times the employee's annual salary. Such employee shall be required to purchase an equal amount to that of the Employer during the first year of membership. After the first year, the employee's payment becomes optional.

#### ARTICLE XIII, DISABILITY BENEFITS

The Hospital shall provide a disability benefits insurance program during the term of this Agreement sponsored by Washington National Life Insurance Company or a company agreeable to both parties, subject to the following conditions:

(a) \$5.00 of the premium for each employee shall be paid by the Hospital and the remainder shall be paid by each employee who chooses to join the Program through payroll deductions, it being understood and agreed that no employee shall be obliged to participate in the said Program. The Employee shall pay \$3.40/month.

(b) The benefits to be provided shall be those as set forth in the County white-collar contract and as provided by the County for the period commencing 6/1/82, including 70% of the employee's weekly wage to a maximum of \$150.00 per week, a 45 day waiting period with a maximum of 52 weeks in payments and disability coverage due to pregnancy.

#### ARTICLE XIV, MATERNITY LEAVE

Maternity leave shall be granted at the request of the employee who is pregnant. Accrued unused sick leave may be used at the employee's request, for any portion of such leave. 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 XV, MISCELLANEOUS LEAVES

##### OF ABSENCE

##### Section (a) Jury Leave

Employees shall be granted leave of absence with pay when they are required to report for jury duty. Jury fees (but not meal or travel allowances) collected during such service shall be assigned to the Employer as partial reimbursement for salary paid and shall fulfill the employee's obligation hereunder.

During the period of jury duty, employees shall report for work at the Hospital on any days on which they are 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.

##### Section (b) 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.

Section (c) Funeral Leave

In the event of death in the family, employees shall be granted up to four (4) days funeral leave with full pay. A family is defined as the relationship between an employee and his or her spouse, parents, children, sister, brother, grandparents, grandchildren, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative residing in the employee's household. To qualify, for the funeral benefit employees must notify the Employer in advance of absence from duty and not later than the time they are scheduled for duty. The Employer reserves the right to require proof of death of the family member.

Section (d) Leave for taking Civil Service Examinations

Employees shall be allowed time off with pay as needed to take competitive and promotional examinations held by the Civil Service Commission. Such time off must be requested in advance and in written form, and such privilege shall not be abused. The request must be approved by the Personnel Officer

ARTICLE XVI, TERMINAL LEAVE

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

Option 1- Lump sum payment of one-half ( $\frac{1}{2}$ ) 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 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 Employer, in writing, by the Union at least two (2)

weeks in advance and also provided that such requests are not in excess of thirty (30) working days per year for all members. The Union may accrue Union leave as defined and limited above, during the first year of this Agreement for use in the following years of the Agreement on a cumulative basis.

#### ARTICLE XVIII, HOLIDAYS

##### Section 1. Holidays recognized and observed

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

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Martin Luther King Day	Christmas Day
Employee's own Birthday	

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 next 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 during 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 for Holidays

(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, employees must be working on the last scheduled work day before the holiday and on the first scheduled working day after the holiday, except when employees are absent on a previously-approved absence with pay. Any absence without pay, even for part of a day, shall disqualify employees from such holiday pay.

(e) Employees who call 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, else the employees 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 approval of the department head.

### 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 eight (8) hours at their regular salary rate.

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

(a) Employees who work on a recognized holiday shall receive holiday credit as set forth in Section 3 above. In addition, employees shall receive pay at the regular salary rate plus 0.50¢ per hour differential for any hours actually worked. Christmas Day and New Years' Day shall be paid for at time and one half for actual hours worked as additional compensation.

(b) Employees may request cash payment for time worked on a recognized holiday.



(c) In the absence of a request for cash payment for an eligible holiday, employees shall be credited with the appropriate number of hours worked 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 paydate, and they may be used by the employees to request an alternate day off, or pay in cash, if so requested or payment upon termination of employment.

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

#### Section 5. Holiday Hours and Overtime Hours

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 Day leave or Holiday Time.

### ARTICLE XIX, HOURS OF WORK & 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 per week may alter their work week if it is mutually agreed upon by both the employee and the Employer. Whenever an alteration in the work week schedule is agreed upon by the 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 the hours worked.

4. The provisions of Paragraph 2 are intended to continue an existent practice beneficial to the Employer and the employee and not designed to create any new rights or obligations.

## ARTICLE XX, SENIORITY

### Section 1. Definition of Seniority

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, recall and promotions.

### Section 2. Seniority and Promotions

The Employer will endeavor to fill permanent job opportunities by promoting from the lower rated job titles at the Hospital of those employees who possess the requirements specified by the New Jersey Department of Civil Service and subject to certification by the Civil Service Commission.

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

### Section 3. Seniority List

The Employer shall provide a seniority list to the Local Union's Recording Secretary quarterly. The list shall show the name, job title and date of hire of all employees in the bargaining unit.

#### Section 4. Definition of break in continuous service

Employees continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

#### Section 5. Seniority and Layoffs

(a) In the event the Employer plans to layoff employees within the bargaining unit for any reason, the Employer shall meet with the Union whenever possible, at least ninety (90) days prior to the date of the anticipated layoff to discuss the layoff.

(b) Layoffs shall be accomplished by laying off temporary and probationary employees first. 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 Employer reserves the right to re-assign employees as to shift and work location.

(c) The Employer 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 to layoff.

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

(f) An employee, notified of a layoff (or the Union acting on behalf of one or more such employees) may discuss the notice of layoff with the Employer's 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 Employer 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 layoff, the employee shall retain credit for the time worked prior to the layoff.

Section 6.

When a employee changes from a full time (per diem) status to 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 XX, Section 1.

Section 7. Recall after layoff

(a) Following a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the Union and to employees at their last known address by Registered Mail. If an employee fails to report for work within 15 days from the date of mailing of notice of recall, he or she shall be considered to have quit. Recall rights for individual employees 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.

Section 8. General

Interns /students relative to this agreement shall not be considered for seniority until they fully complete their academic status.

ARTICLE XXI, PROBATION PERIOD

\*

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

\* First three months of employment only.

hire and shall be given notice thereof.

All regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period except appointments from regular or special reemployment lists of appointments to a comparable or lower class title in lieu of layoff.

The purpose of the working test period is to enable the appointing authority to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.

(a) The working test period shall not include any time served by an employee under provisional, temporary or emergency appointment, but shall commence with the date of beginning work after regular appointment and extend over the following:

In Local government services, a period of three months which may not be extended.

#### ARTICLE XXII, SENIOR TITLES

The criteria to be used when a senior title is either to be filled or created are:

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

#### ARTICLE XXIII, 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:

- \$100.00 for service periods of from 6 to 8 years
- \$200.00 for service periods of from 9 to 13 years
- \$400.00 for service periods of from 14 to 18 years
- \$600.00 for service periods of from 19 years or more.

Part-time employees who work 20 hours or more per week shall receive

longevity benefit, regardless of length of service, or regardless of whether they worked more hours in prior years on a proportionate basis.

#### ARTICLE XXIV, NOTICE OF PERSONNEL CHANGES

The Employer will give notice to the Union of the names, titles, starting salaries and date of hire of all new employees within the bargaining unit and the names of employees who are terminated or granted a leave of absence. The aforesaid notice shall be provided on a monthly basis including those employees granted a leave of absence. Such shall be provided on the 7th of each month.

#### ARTICLE XXV, 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 XXVI, NO STRIKE - NO LOCKOUT

During the term of this Agreement or any automatic renewal and notwithstanding any change in the statutes of the State of New Jersey and case law of the courts of the State of New Jersey as it existed on the date of this Agreement, the Union and the employees shall not engage in any strike, sympathy strike or sympathy job action. The sole method for resolving any disputes or disagreements arising out of this Agreement shall be the grievance and arbitration procedure.

In the event of an unauthorized strike, sympathy strike, sympathy job action, slowdown, work stoppage or similar type of concerted action by the employees, then the Union will make its best efforts to persuade the employees to return to work.

The Employer agrees that it will not lock out the employees during the term of this Agreement or a renewal thereof.

#### ARTICLE XXVII, SEPARABILITY CLAUSE

If any of the 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 XXVIII, JOB DESCRIPTIONS

Job descriptions drafted pursuant to Civil Service Regulations and by the Civil Service Commission are annexed hereto, as Appendix C and made part hereof.

#### ARTICLE XXIX, LEAVE RELATIVE TO PROFESSIONAL LICENSURE

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 \$150.00 per employee. However, in no event, shall the obligation of the Employer under this provision exceed a total amount of \$1000.00 per year.



## ARTICLE XXX, SALARY

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

The parties have agreed upon a salary range for each job title within the bargaining unit as set forth in Appendix A annexed hereto, and made part of this Agreement. The parties have agreed upon the annual salary rate to be paid to each of the employees in the bargaining unit during the years 1982, 1983 and 1984 as set forth in Appendix B annexed hereto, and made part of this Agreement. Employees shall be paid not less than the minimum annual salary rate nor more than the maximum annual salary rate for their respective job titles. Effective January 1, 1982, employees will be paid the minimum annual salary rate for no more than two years.

## ARTICLE XXXI, NOTICE OF EMPLOYER'S POLICY DECISIONS

### Section 1.

(a) The Employer will notify the Union immediately, in writing, of any policy decisions involving a change in assignment or work conditions of employees covered under this Agreement, partial or total closure or, termination of any facilities or operations or a consolidation or a partial or total relocation or removal of any facilities or operations.

(b) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to another job for which they qualify in the service of the Hospital.

### Section 2. Transfers

(a) Employees desiring to transfer to other jobs shall submit an applica-

tion, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer. Transfers will not be unreasonably denied.

(b) Employees requesting transfers for reasons other than the elimination of jobs shall be considered for transfer to equal or lower paying job classifications on the basis of qualification and seniority, provided a vacancy exists.

(c) Employees requesting transfers because of the elimination of their job shall be transferred to the same job or any other job of equal classification on the basis of qualification and seniority, as soon as vacancies exist.

(d) Where an employee is subject to an involuntary transfer or relocation, the Employer shall give written notice of such transfer or relocation to the employee as soon as possible, with a copy furnished to the Union.

(e) If an employee feels such transfer or relocation is unreasonable, then the matter may be processed as a grievance under the Grievance and Arbitration Process of this Agreement.

#### ARTICLE XXXII, TEMPORARY WORK ASSIGNMENTS

If an employee is assigned by a department head to perform the duties of a higher paying job title then effective on the sixth 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 added 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 directive from the supervisor or department head.

#### ARTICLE XXXIII, WORK FORCE DEFINITIONS

The following definitions are included in this Agreement:

(1) 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.

(2) 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 reemployment or regular employment list.

(3) 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 Working Test Period.

(4) Probationary Civil Service Appointment: See Article XXI

#### ARTICLE XXXIV, COMPENSATION UPON PROMOTION

Effective upon the date of provisional appointment to a higher paying job title, an employee shall receive an increase in his/her annual salary rate. The increase shall be the greater of either the minimum rate of pay for the higher paying job title or the existent salary of the employee plus 5% thereof. However, the employee shall not receive more than the maximum rate of pay for the higher paying job title. This benefit is effective upon ratification of this Agreement.

#### ARTICLE XXXV, COMPENSATION FOR WORK ON SATURDAY, SUNDAY AND SHIFTS

(a) Employees scheduled to work on Saturday or Sunday shall receive additional compensation in the sum of 0.50¢ per hour for each hour actually worked. This added compensation shall not be included in the hourly rate of pay when computing overtime pay.

(b) Employees shall be paid a shift differential of 0.75¢ per hour effective January 1, 1982 and 0.85¢ per hour effective January 1, 1983 for eve'ng/night shift work, and for those hours actually worked. Pharmacists who begin work at 12:30 PM shall receive a differential payment after 3:00 PM only.

#### ARTICLE XXXVI, EMERGENCY CALL - IN PAY

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

#### ARTICLE XXXVLL, USE OF AUTOMOBILES

When an automobile is needed by employees, to perform work duties, the employees will first request from their immediate supervisor, the use of automobile owned by the Employer. The supervisor will immediately advise the employees whether an automobile is available for use. If an automobile is not available, then the supervisor may request that the employee use his/her own automobile. Whenever employees are requested to use their own automobile to perform work duties they shall receive reimbursement at the current rate of \$0.17 per mile. \*

\* Any formal increase in rate shall be implemented during the life of the Agreement.

#### ARTICLE XXXVIII, 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, \$500.00 of which shall be used by employees working the Children's Mental Health Clinic and the remainder which shall be used by the other employees of 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. The Union shall have a petty cash expenditure summary on a quarterly basis.

#### ARTICLE XXXIX, PERSONNEL FOLDERS

All employees shall have access to their own personnel files during 8:30 AM - 5:00 PM 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 initialing 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.

Disciplinary notices and other materials unfavorable to employees shall be removed from personnel files two (2) years after the placing of such notices and material in the files provided no additional notices and material are received by the Personnel Officer within the aforesaid two (2) year period.

#### 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 three (3) 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, UNPAID LEAVE FOR UNION BUSINESS

Permanent employees may be granted a leave of absence without pay for a period not to exceed six (6) months when the Union notifies the Employer that such employee has been selected to perform duties on its behalf which require absence from the Hospital premises. Such leave may be extended by the Employer for an additional period of six (6) months. The total of such leave shall not exceed one (1) year.

#### ARTICLE XLIII, 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 or political affiliation.

#### ARTICLE XLIV, 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 Employer. The cost thereof, shall be the responsibility of the Employer.

#### ARTICLE XLV, GENERAL PROVISIONS

##### Section 1, Joint Safety Committee

The Employer and the Union agree to establish a joint safety committee consisting of two representatives of each party. The committee shall make recommendations to the Hospital administrators concerning the existence of physical conditions which are hazardous to employees patients or property of the Employer and recommendations for the improvement of the aforesaid conditions. The committee may review accident reports, receive and evaluate complaints involving safety, and investigate safety matters to the extent necessary to make recommendations. It shall conduct meetings at the Hospital as required from time to time for the sole purpose of discussing accident prevention and suggesting suitable corrective measures. When meetings are held during the regular working hours attendance shall be without loss of pay. A reasonable recommendation by the Joint Safety Committee which is not acted upon by the Hospital, may be resolved through the Grievance Procedure, initiated at Step 3.

##### Section 2. Parking

The Hospital shall provide safe and adequate parking facilities for its employees near work locations and it shall make available to employees without charge, decals to identify employee vehicles in select areas. The Employer will not be responsible for loss or damage, or for summonses issued for cars parked improperly or without required decals.

### Section 3. Disabled Employees

The Employer shall make every effort to place employees, who through physical or other handicap, become disabled, to vacant positions which they are able to perform.

### Section 4. Membership Packets

The Employer shall provide copies of this Agreement to all employees in the bargaining unit, and to all new employees represented by the Union at the orientation sessions.

### Section 5. Safety

Employees shall not be required to perform work under conditions which are hazardous to their physical safety. Subject to the Grievance Procedure, compliance with safety regulations by law shall rest with Hospital Administration. A protest by employees that they may consider work hazardous shall not warrant disciplinary action.

### Section 6. Personal Damage

If an employee is attacked by a patient while carrying out the duties of a job which results in damage to personal property, such as clothing or glasses, the Employer shall reimburse the employee for necessary repair or replacement. Damage due to accidents or unintentional actions are not within the scope of this provision.

## ARTICLE XLVI, MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement which has been recognized by the Employer 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 XLVII, RENEWAL CLAUSE

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 XLVIII, ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and it supersedes any and all rules and regulations in conflict therewith. All other rules and regulations intimately and directly affecting the work and welfare of the employees which were in effect at the time of signing of this Agreement, shall remain in effect and are made part of this Agreement. In the event that the Employer proposes to make new rules and regulations which intimately and directly affect the work and welfare of the employees and which negotiated agreement would not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy, then such rules and regulations shall be negotiated as is required by law.

#### ARTICLE XLIX, TUITION REIMBURSEMENT

Employees in the bargaining unit will receive a tuition reimbursement provided that all of the following conditions are fulfilled:

- 1) The employee must be employed by the Employer for one (1) year, in the bargaining unit, before he/she may receive tuition reimbursement.
- 2) The employee must be a matriculated student in an accredited program in a work-related course which has been approved by the responsible Assistant Executive Director. The decision of approval by the Assistant Executive Director is not arbitrable.




3) The employee must receive a passing grade for the course. A grade of D is not acceptable and there shall be no reimbursement for same.

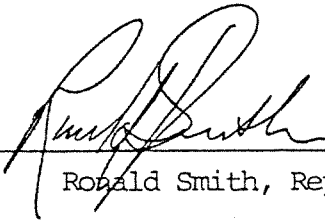
4) The maximum reimbursement for each employee in the bargaining unit shall be \$ 250.00 in 1982 and \$ 450.00 in 1983 and 1984.

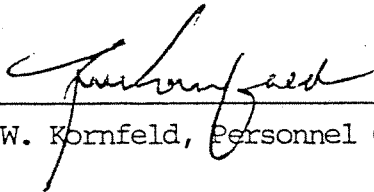
5) If the employee terminates his/her employment with the Employer within one (1) year of the completion of the course(s), he/she shall pay back all monies received from the Employer for tuition reimbursement.

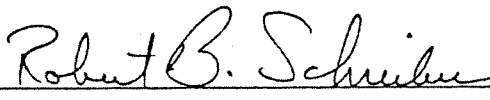
IN WITNESS THEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth in the Preamble of the Agreement.

ATTEST:

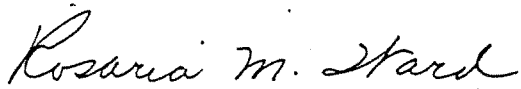
  
Freeholder Director Robert Pallotta

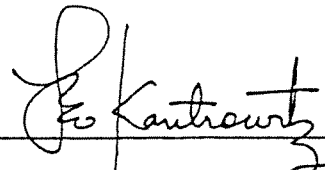
  
Ronald Smith, Representative-CWA

  
R.W. Kornfeld, Personnel Officer

  
Robert Schreiber, President of  
Local 1074; CWA

\_\_\_\_\_  
Edwin Eastwood, Jr. - Esquire  
Labor Attorney

  
Rosaria Ward, Negotiator

  
Leo Kantrowitz, Negotiator

### SALARY RATES

1. The duration of the Agreement shall be January 1, 1982 through December 31, 1984..
2. Effective January 1, 1982, all employees on the Employer's payroll shall receive a 9.5% increase to their wage rate or the new minimum rate, whichever is greater.
3. Effective January 1, 1983, all employees on the Employer's payroll shall receive a 9.5% increase to the wage rate or the new minimum rate, whichever is greater.
4. Effective January 1, 1984, all employees on the Employer's payroll shall receive a 9.5% increase to their wage rate or the new minimum rate, whichever is greater.
5. All employees on the Employer's payroll as of January 1, 1982 who were entitled to a lump sum payment in excess of the former contractual maximum shall have such payment added to the hourly wage rate. Thereafter, the new payment shall be implemented for the year 1982.
6. All new employees hired during the year 1982 shall receive their initial adjustment as of January 1, 1983 except those who are receiving payment below the contractual minimum. The latter shall be moved to the new contractual minimum only.

	<u>MIN-1982</u>	<u>MIN-1983</u>	<u>MIN-1984</u>	<u>EXPER. RATE</u> <u>(2-5 YR)</u>	<u>EXPER. RATE</u> <u>(5+YRS)</u>	<u>MAX-1982</u>	<u>MAX-1983</u>	<u>MAX-1984</u>
Principal Clinical Psychologist	\$ 19,511	\$ 21,365	\$ 23,181	\$ 21,462	\$ 25,711	\$ 31,466	\$ 34,455	\$ 37,384
Senior Clinical Psychologist	\$ 16,820	\$ 18,418	\$ 19,984	\$ 18,502	\$ 22,165	\$ 27,502	\$ 30,115	\$ 32,675
Senior Psychiatric Social Worker	\$ 16,820	\$ 18,418	\$ 19,984	\$ 18,502	\$ 22,165	\$ 27,502	\$ 30,115	\$ 32,675
Senior Medical Social Worker	\$ 16,820	\$ 18,418	\$ 19,984	\$ 18,502	\$ 22,165	\$ 27,502	\$ 30,115	\$ 32,675
Senior Speech Pathologist	\$ 16,820	\$ 18,418	\$ 19,984	\$ 18,502	\$ 22,165	\$ 27,502	\$ 30,115	\$ 32,675
Senior Physical Therapist	\$ 14,335	\$ 15,697	\$ 17,031	\$ 15,682	\$ 18,662	\$ 22,985	\$ 25,169	\$ 27,308
Senior Occupational Therapist	\$ 14,335	\$ 15,697	\$ 17,031	\$ 15,682	\$ 18,662	\$ 22,985	\$ 25,169	\$ 27,308
Senior Recreational Therapist	\$ 14,335	\$ 15,697	\$ 17,031	\$ 15,682	\$ 18,662	\$ 22,985	\$ 25,169	\$ 27,308
Senior Pharmacist **	\$ 14,335	\$ 15,697	\$ 17,031	\$ 15,682	\$ 18,662	\$ 22,985	\$ 25,169	\$ 27,308
Psychiatric Social Worker	\$ 15,504	\$ 16,822	\$ 18,252	\$ 17,054	\$ 20,465	\$ 25,465	\$ 27,884	\$ 30,254
Medical Social Worker	\$ 15,504	\$ 16,822	\$ 18,252	\$ 17,054	\$ 20,465	\$ 25,465	\$ 27,884	\$ 30,254
Pharmacist	\$ 15,504	\$ 16,822	\$ 18,252	\$ 17,054	\$ 20,465	\$ 25,465	\$ 27,884	\$ 30,254
Clinical Psychologist	\$ 15,504	\$ 16,822	\$ 18,252	\$ 17,054	\$ 20,465	\$ 25,465	\$ 27,884	\$ 30,254
Speech Pathologist	\$ 15,504	\$ 16,822	\$ 18,252	\$ 17,054	\$ 20,465	\$ 25,465	\$ 27,884	\$ 30,254
Audiologist	\$ 15,504	\$ 16,822	\$ 18,252	\$ 17,054	\$ 20,465	\$ 25,465	\$ 27,884	\$ 30,254
Speech Pathologist (CFY)	\$ 14,294	\$ 15,509	\$ 16,827	\$ 15,523	\$ 18,271	\$ 21,282	\$ 23,304	\$ 25,285
Occupational Therapist	\$ 14,294	\$ 15,509	\$ 16,827	\$ 15,523	\$ 18,271	\$ 21,282	\$ 23,304	\$ 25,285
Recreational Therapist	\$ 14,294	\$ 15,509	\$ 16,827	\$ 15,523	\$ 18,271	\$ 21,282	\$ 23,304	\$ 25,285
Physical Therapist	\$ 14,294	\$ 15,509	\$ 16,827	\$ 15,523	\$ 18,271	\$ 21,282	\$ 23,304	\$ 25,285
Learning Disability Specialist	\$ 14,294	\$ 15,509	\$ 16,827	\$ 15,523	\$ 18,271	\$ 21,282	\$ 23,304	\$ 25,285
Social Worker Drug Abuse	\$ 12,850	\$ 14,394	\$ 15,617	\$ 14,161	\$ 17,036	\$ 19,840	\$ 21,725	\$ 23,572
Social Caseworker	\$ 12,850	\$ 14,394	\$ 15,617	\$ 14,161	\$ 17,036	\$ 19,840	\$ 21,725	\$ 23,572
Medical Librarian	\$ 12,850	\$ 14,394	\$ 15,617	\$ 14,161	\$ 17,036	\$ 19,840	\$ 21,725	\$ 23,572
Teacher, Juvenile Facilities	\$ 12,850	\$ 14,394	\$ 15,617	\$ 14,161	\$ 17,036	\$ 19,840	\$ 21,725	\$ 23,572

NOTE: Experience Rates shall be increased by 9.5% (2-5 yrs) as of 1/1/83 & 1/1/84; Experience Rates shall be increased by 19.0% (5+ yrs) as of 1/1/83 & 1/1/84. Said increases shall be above the minimum rate each year.

APPENDIX A

\*\* Range shall be identical to Sr. Speech Pathologist, et al

## MEDICAL SOCIAL WORKER

DEFINITION: Under direction, performs office and field work involved in providing needed medical and social assistance for clients; does related work as required.

EXAMPLES OF WORK: Organizes assigned tasks concerned with medical social problems of clients and develops effective work methods; investigates cases to ascertain if they are worthy of and in need of hospital, clinical or dispensary care; contacts patients in hospitals to determine their home, financial, and other social conditions and seeks to remedy these conditions if possible and necessary; visits patients subsequent to his release from hospital to insure that physicians instructions are being executed properly; assists a physician in analyzing and evaluating social data bearing on medical problems; consults with other agencies in connection with medical social problems affecting the client; participates in professional and related meetings and conferences; prepares case history reports and special and statistical reports containing findings, conclusions, and recommendations; establishes and maintains records and files.

### REQUIREMENTS:

1. Possession of a Master's Degree in social work from an accredited school of social work,
2. Considerable knowledge of and familiarity with approved medical social work practices and techniques.
3. Ability to plan and carry out individual programs of medical social work for clients; to maintain harmonious working relationship with professional personnel; to prepare written and oral reports concerning case history reports and special and statistical reports covering medical social services and to establish and maintain records and files.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MT/ST  
M-3-6

## PHARMACIST

DEFINITION: Under direction, compounds and dispenses medicines and preparations according to prescriptions written by practitioners authorized by law to prescribe; does related work as required.

EXAMPLES OF WORK: Prepares and sterilizes injectible medication manufactured in hospital or institution, and manufactures pharmaceuticals; furnishes information concerning medications to physicians, interns, and nurses; plans, organizes, and directs pharmacy policies and procedures in accordance with established policies; dispenses drugs, chemicals, and pharmaceutical preparations; inspects pharmaceutical supplies; maintains an approved stock of antidotes and other emergency drugs; prepares specifications for purchase of all drugs, chemicals, antibiotics, biologicals, and pharmaceutical preparations used in treatment of patients; establishes and maintains a system of records and bookkeeping in accordance with established policies; requisitions supplies; assists in the training of physicians, nurses, and interns; supervises assigned personnel.

### REQUIREMENTS:

1. Possession of a valid license as a Registered Pharmacist issued by the State Board of Pharmacy.
2. Wide knowledge of the professional and commercial phases of pharmacy; of the filling of prescriptions; of the manufacturing of drugs; of the Federal and State laws regulating the profession; of the role of a pharmacy department in a hospital or institution and its interrelationships with other units; and of the principles of personnel management.
3. Ability to analyze, comprehend and interpret the rules, regulations, policies, procedures, and objectives of the organization; to organize assigned work and develop effective work methods; to work harmoniously with associates; to give suitable assignments and instructions to assigned employees; to provide them with advice and assistance when difficult and unusual problems arise; to prepare clear, sound, accurate and informative reports; and to maintain suitable records and files.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM  
1-17-68

## SPEECH PATHOLOGIST

### DEFINITION:

Under direction, diagnoses and evaluates speech and language competencies of individuals with communication problems and plans, directs and conducts treatment programs to restore or improve communicative efficiency for these patients; does related work as required.

### EXAMPLES OF WORK:

Diagnoses speech, language and voice disorders by administering appropriate tests and interpreting test results; conducts oral-peripheral examinations; interprets findings to patients, parents, teachers, other professionals and/or others concerned with the patients; treats patients with speech and language impairments, such as functional articulatory disorders, stuttering, voice problems, delayed speech and organic disorders including cleft palate, cerebral palsy, aphasia, impaired hearing, voice disorders, dysphagia, etc.; determines need for referral to specialists in medicine, dentistry, education, psychology, sociology and related areas; counsels pre-operative and post operative patients to prepare them for operation and therapy to follow; plans, directs and conducts remedial program designed to restore or improve communicative efficiency; trains patients with functional or organic speech disorders to produce, improve or conserve proper speech; provides counseling and guidance to speech and language handicapped individuals and their families; writes reports on diagnostic findings, therapy used, and progress made; may provide in-service training for physicians, nurses, teachers and other professional personnel in speech, pathology and audiology; may conduct research related to development of diagnostic and remedial techniques or procedures or design of apparatus; uses diagnostic and remedial electronic and/or mechanical equipment when and where appropriate.

### REQUIREMENTS:

1. Possession of a Master's Degree in speech pathology from an accredited college or university which shall have included 24 semester hours of credit in the field of speech pathology, supplemented by the satisfactory completion of at least nine months of supervised clinical training in speech pathology.

2. Wide knowledge of the theories, principles, methods, equipment and techniques of modern speech pathology and their application; wide knowledge of using testing and therapeutic equipment to determine extent of impairment and to make recommendations for therapy; wide knowledge of the administration and evaluation of pure tone air conduction screening.

3. Ability to read, write, speak and understand English sufficiently to perform the duties of this position; ability to organize assigned speech and hearing therapy work with children and adults, analyze the problems arising therein, and develop appropriate work methods; ability to interpret, evaluate, diagnose and make recommendations based on diagnostic speech language and hearing tests; ability to work cooperatively with other staff to implement the preparation of individual programs of therapy; ability to communicate effectively with patients and their families, staff and personnel of other agencies and departments; ability to understand technical medical terminology; ability to communicate with patients in establishing a favorable attitude and motivating them to desired cooperation and effort in rehabilitative program; ability to prepare clear, technically sound, accurate and informative patient progress and other reports containing findings, conclusions and recommendations; ability to maintain patient histories and program records and files.

SPEECH PATHOLOGIST - (Continued)

4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MHS

2-26-79

MT/ST  
S-70-1,2



## OCCUPATIONAL THERAPIST

DEFINITION: Under direction, plans and administers treatment, employing professional occupational therapy principles and practices, to patients in a hospital or institution, in order to assist the patients in their recovery or adjustment; does related work as required.

EXAMPLES OF WORK: Plans individual programs of occupational therapy as prescribed by the referring physician; evaluates extent of patient's disability and obtains needed information through case history and conferences; observes patient's reactions and considers dynamics of the illness to determine underlying emotional needs; analyzes specific activities such as adapted arts and crafts pre-occupation activities in order to determine their suitability, complexity, psychological or physical benefits; on the basis of such observation and evaluation, plans, implements, and adjusts a program for each patient, incorporating suitable attitudes, relationships and activity, in order to achieve therapeutic goal of the referring physician; participates in professional and related meetings and conferences; gives suitable assignments and instructions to occupational therapy students and other assigned employees; maintains records of treatments given and submits periodic reports to the referring physician, participates in professional and related meetings and conferences; establishes and maintains records and files.

### REQUIREMENTS:

1. Completion of an approved curriculum in occupational therapy which shall have included an internship which meets the standards of the Council on Medical Education and Hospital of the American Medical Association.
2. Considerable knowledge of and familiarity with approved principles, procedures, and equipment used in occupational therapy.
3. Ability to plan and carry out under medical supervision individual programs of occupational therapy for patients; to give suitable assignments and instructions to assigned employees; to maintain harmonious working relationships with professional and non-professional personnel; to prepare written and oral reports containing findings, conclusions and recommendations, and to establish and maintain records and files.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MHS

3-3-76

## RECREATION THERAPIST

DEFINITION: Under direction of a physician, plans and administers treatment employing professional recreation therapy principles and practices to aid patients in their recovery or adjustment; does related work as required.

EXAMPLES OF WORK: Plans individual programs of recreation therapy as prescribed by a physician; working alone and/or as part of a group, takes into consideration the emotional and physical condition and abilities of patients and plans suitable programs of recreation activities, including such activities as gymnasium classes, playroom activities, sports, outdoor and ward recreation, dances and special entertainment; teaches specific recreation skills and conducts classes in physical training, employing professional recreation therapy principles and practices; participates in professional and related meetings and conferences; maintains records and individual cases and submits periodic progress reports to the referring physician; establishes and maintains records and files.

### REQUIREMENTS:

1. Graduation from a four year course at an accredited college or university with a major course of study in recreation or physical education, including or supplemented by six months training and/or experience in recreation therapy work.

NOTE: Applicants who do not meet the above educational requirement may substitute experience in conducting a recreation therapy program on a year for year basis.

2. Considerable knowledge of an familiarity with approved recreation therapy principles, procedures and techniques and adequate basic knowledge of the activities which make up a recreation program is essential.

3. Ability to plan and carry out, under medical supervision, individual programs of recreation therapy for patients; to maintain harmonious working relationships with professional and sub-professional personnel; and to prepare written and oral reports containing recreation therapy progress notes.

4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ES  
3/21/74

Code: 453050

## PHYSICAL THERAPIST

DEFINITION: Under direction of a physician, plans and administers treatment, employing physical therapy modalities and restorative techniques to patients in order to assist them in their recovery or adjustment; does related work as required.

EXAMPLES OF WORK: Plans individual programs of physical therapy as prescribed by a physician; under direction of a physician, administers treatment using the therapeutic properties of heat, cold, light, water electricity; applies diagnostic and prognostic muscle, nerve, joint and functional ability tests; directs and aids patients in active and passive exercises, muscle reeducation, and gait and functional training, utilizing pullup and weights, steps, and inclining surfaces; treats patients with the use of ultraviolet and infra-red lamps and bakers; gives whirlpool and paraffin baths and applies hot packs; directs patients in care and use of steel chairs, braces, canes, crutches, and prosthetic and orthotic devices; gives instruction in posture and procedures to be continued at home; may administer other types of functional physical restorative activities, therapeutic exercises, and mechanotherapy and therapeutic massage but shall not include the use of roentgen or radium, electricity for surgical purposes, including cauterization or electric shock treatment; participates in professional and related meetings and conferences; maintains records of treatment given and submits periodic progress reports to the referring physicians; establishes and maintains records and files.

### REQUIREMENTS:

1. Registration as a Physical Therapist by the State Board of Medical Examiners.
2. Considerable knowledge of and familiarity with approved physical therapy modalities and restorative techniques.
3. Ability to plan and carry out, under medical supervision, individual programs of physical therapy for patients; to maintain harmonious working relationships with professional and sub-professional personnel; to prepare written and oral reports containing physical therapy progress notes, and to establish and maintain records and files.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

## MEDICAL LIBRARIAN

DEFINITION: Under direction, supervises the activities of a medical library; performs the highly responsible and varied professional tasks requiring thorough knowledge of medical language and understanding of the divisions of medicine and their individual applications; does related work as required.

EXAMPLES OF WORK: Plans and organizes the work of the medical library; gives suitable assignments and instructions to assigned employees; maintains the medical library collection of books, journals, pamphlets, recordings, and reference materials; keeps books in order on the shelves; sends out overdue notices; explains the uses of the reference material and assists individuals in obtaining such material; performs search and research for medical personnel; issues and receives library materials; aids in the selection and ordering of materials, books, and journals; processes and catalogues materials; compiles lists of duplicate and missing journals; requests and completes orders to handle correspondence through the Medical Library Association Exchange; initiates good library procedures and practices; decides and prepares written material to be accepted as library policy; reclassifies books according to the National Medical Library System; prepares, records and transcribes notes taken at various medical conferences; establishes and maintains necessary records and files.

### REQUIREMENTS:

1. Applicants must possess a professional librarian's certificate issued by the New Jersey Department of Education.
2. Two years of experience in the field of library science with a specialization in medical or reference work.
3. Thorough knowledge of the principles and practices of library science and their usage in a medical library; of the uses and limitations of primary and secondary records, indexes, and classification systems.
4. Ability to apply principles and practices of medical library science to situations; to supervise employees; to evaluate medical information, and to make frequent independent decisions.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM  
1-11-70

MT/ST  
M-1-3

## SENIOR PHYSICAL THERAPIST

DEFINITION: Under direction of a physician, performs the more responsible and/or supervises the work involved in planning and administering treatment, employing physical therapy modalities and restorative techniques to patients in order to assist them in their recovery or adjustment; does related work as required.

EXAMPLES OF WORK: Performs the more responsible and/or supervises the work involved in planning individual programs of physical therapy as prescribed by a physician; under direction of a physician, performs the more responsible and/or supervises the work involved in administering treatment using the therapeutic properties of heat, cold, light, water, electricity and sound, and shall include functional physical restorative activities, all types of therapeutic exercise, mechanotherapy and therapeutic massage but shall not include the use of roentgen or radium, electricity for surgical purposes, including cauterization or electric shock treatment; gives suitable assignments and instructions to physical therapists, aides, students and other assigned employees; participates in professional and related meetings and conferences; confers with physicians and other professional personnel relevant to patient's total treatments; plans and conducts demonstrations of physical therapy modalities and restorative techniques; prepares reports containing physical therapy progress notes; establishes and maintains records and files.

### REQUIREMENTS:

1. Registration as a Physical Therapist by the State Board of Medical Examiners.
2. One year of experience as a Physical Therapist.
3. Wide knowledge of and familiarity with approved physical therapy modalities and restorative techniques.
4. Ability to plan and carry out, under medical supervision, individual programs of physical therapy for patients; to give suitable assignments and instructions to assigned employees; to maintain harmonious working relationships with professional and sub-professional personnel; to prepare written and oral reports containing physical therapy progress notes, and to establish and maintain records and files.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

## SPEECH PATHOLOGIST

### DEFINITION:

Under direction, diagnoses and evaluates speech and language competencies of individuals with communication problems and plans, directs and conducts treatment programs to restore or improve communicative efficiency for these patients; does related work as required.

### EXAMPLES OF WORK:

Diagnoses speech, language and voice disorders by administering appropriate tests and interpreting test results; conducts oral-peripheral examinations; interprets findings to patients, parents, teachers, other professionals and/or others concerned with the patients; treats patients with speech and language impairments, such as functional articulatory disorders, stuttering, voice problems, delayed speech and organic disorders including cleft palate, cerebral palsy, aphasia, impaired hearing, voice disorders, dysphagia, etc.; determines need for referral to specialists in medicine, dentistry, education, psychology, sociology and related areas; counsels pre-operative and post operative patients to prepare them for operation and therapy to follow; plans, directs and conducts remedial program designed to restore or improve communicative efficiency; trains patients with functional or organic speech disorders to produce, improve or conserve proper speech; provides counseling and guidance to speech and language handicapped individuals and their families; writes reports on diagnostic findings, therapy used, and progress made; may provide in-service training for physicians, nurses, teachers and other professional personnel in speech, pathology and audiology; may conduct research related to development of diagnostic and remedial techniques or procedures or design of apparatus; uses diagnostic and remedial electronic and/or mechanical equipment when and where appropriate.

### REQUIREMENTS:

1. Possession of a Master's Degree in speech pathology from an accredited college or university which shall have included 24 semester hours of credit in the field of speech pathology, supplemented by the satisfactory completion of at least nine months of supervised clinical training in speech pathology.
2. Wide knowledge of the theories, principles, methods, equipment and techniques of modern speech pathology and their application; wide knowledge of using testing and therapeutic equipment to determine extent of impairment and to make recommendations for therapy; wide knowledge of the administration and evaluation of pure tone air conduction screening.
3. Ability to read, write, speak and understand English sufficiently to perform the duties of this position; ability to organize assigned speech and hearing therapy work with children and adults, analyze the problems arising therein, and develop appropriate work methods; ability to interpret, evaluate, diagnose and make recommendations based on diagnostic speech language and hearing tests; ability to work cooperatively with other staff to implement the preparation of individual programs of therapy; ability to communicate effectively with patients and their families, staff and personnel of other agencies and departments; ability to understand technical medical terminology; ability to communicate with patients in establishing a favorable attitude and motivating them to desired cooperation and effort in rehabilitative program; ability to prepare clear, technically sound, accurate and informative patient progress and other reports containing findings, conclusions and recommendations; ability to maintain patient histories and program records and files.

SPEECH PATHOLOGIST - (Continued)

4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MHS

2-26-79

MT/ST  
S-70-1,2

## CLINICAL PSYCHOLOGIST

### DEFINITION:

Under direction, administers and interprets psychological tests used for diagnosing mental and personality disorders; prepares reports and recommendations and performs psychotherapeutic tasks of difficulty; does related work as required.

### DISTINGUISHING CHARACTERISTICS:

Clinical psychologists at this level typically work under the guidance and review of more experienced psychologists. They are responsible for carrying out their professional responsibilities in accordance with generally accepted psychological theories, methods, techniques and practices. They serve as members of a patient treatment unit where they perform psychological diagnosis and treatment and participate in staff discussions of patient diagnosis, treatment and progress. They usually work with a representative cross section of the patient population who are not considered likely to present unusual problems of evaluation. They use the full range of diagnostic tests for psychological assessment and employ generally accepted psychotherapy techniques.

### EXAMPLES OF WORK:

When the work program of the unit has been established, organizes assigned work in the field of psychological testing and/or psychotherapy and develops appropriate work methods.

Either alone or as a member of a patient care team, assesses, evaluates and treats patients with problems of personality, emotional adjustment or mental illness.

Administers and interprets a wide variety of standardized group and individual psychological tests which are used for diagnosing mental and personality disorders.

Uses data derived from psychological tests to diagnose disorders and formulates or assists the patient care team in formulating an appropriate course of treatment.

Treats psychological disorders to effect improved adjustments utilizing various psychological techniques, such as milieu therapy, psychodrama and supportive therapy.

Selects approach to use in individual therapy, such as directive, nondirective and supportive therapy and plans frequency, intensity and duration of therapy.

Takes an active part in special research studies dealing with psychological and behavioral problems.

Collects and analyzes data and prepares reports thereon.

Takes part in education projects, case conferences and seminars.

Drafts correspondence.

Prepares psychological, statistical and other reports containing findings, conclusions and recommendations.

Maintains essential records and files.



CLINICAL PSYCHOLOGIST - (Continued)

REQUIREMENTS:

Education

Possession of a Master's degree in psychology from an accredited college or university plus the satisfactory completion of a one year supervised internship in clinical psychology.

Knowledge

Considerable knowledge of the theory and practice of clinical psychology including the varied problems involved in giving, scoring and analyzing varied types of tests, and in interpreting test results.

Of therapeutic techniques and treatment.

Ability

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Ability to carry on assigned work in the field of psychological testing and/or psychotherapy and to develop effective work methods.

To work harmoniously with children and adult patients, associates, subordinates, superior officers and other persons interested in or concerned with the mental hygiene and psychology programs of the institution or clinic.

To select and administer psychometric, vocational, aptitude, performance and special tests to children and adults, score the tests, analyze and interpret the results of tests and correlate the results of tests with other findings.

To collect materials for and prepare clear, sound, accurate and informative psychological, statistical and other reports containing findings, conclusions and recommendations.

To keep current with literature, trends of thought and new developments in the field of psychology, psychometry and research.

To draft correspondence and to maintain essential records and files.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MES  
7-17-78

MT/ST  
C-10-7,3

SENIOR MEDICAL SOCIAL WORKER

DEFINITION: Under direction, performs the more responsible and/or supervises the work involved in providing needed medical and social assistance for clients: does related work as required.

EXAMPLES OF WORK: Performs the more responsible and/or supervises the work involved in organizing tasks concerned with medical social problems of clients: gives suitable assignments and instructions to medical social workers and other assigned employees; participates in professional and related meetings and conferences; confers with physicians and other professional personnel relevant to client's total treatment; performs the more responsible and/or supervises the work involved in investigating cases to ascertain if they are worthy of and in need of hospital, clinical or dispensary care; performs the more responsible and/or supervises the work involved in contacting patients in hospitals to determine their home, financial, and other social conditions and seeks to remedy these conditions if possible and necessary; performs the more responsible work involved in assisting a physician in analyzing and evaluating social data bearing on medical problems; consults with other agencies in connection with medical social problems affecting the clients; performs the more responsible work involved in preparing case history reports and special and statistical reports covering medical social services as may be required; prepares reports containing findings, conclusions and recommendations; establishes and maintains records and files.

REQUIREMENTS:

1. Possession of a Master's Degree in social work from an accredited school of social work plus one year of experience as a Medical Social Worker.
2. Wide knowledge of and familiarity with approved medical social work practices and techniques.
3. Ability to plan and carry out individual programs of medical social work for clients; to give suitable assignments and instructions to assigned employees; to maintain harmonious working relationships with professional and sub-professional personnel; to prepare written and oral reports concerning case history reports and special and statistical reports covering medical social services, and to establish and maintain records and files.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM  
1-20-71

MT/ST  
5-20-7  
Code: 511205

## PRINCIPAL CLINICAL PSYCHOLOGIST

### DEFINITION:

Under direction, administers and interprets the full range of psychological tests used for diagnosing mental and personality disorders and differentiating between functional and organic damage of patients; performs psychotherapeutic tasks of the greatest complexity and serves as advisor and consultant to other persons concerned with patient treatment and care; does related work as required.

### DISTINGUISHING CHARACTERISTICS:

Principal clinical psychologists are highly skilled in the delivery of professional services and also serve as advisors, consultants and as resource people to other psychologists, staff members and other persons concerned with patient treatment and care. They have overall responsibility for providing the full range of psychological services in a given work area. They typically serve as leaders in a patient-care team, including representatives of other medical care disciplines. They speak and deal responsibly concerning professional and scientific matters in their specialized subject matter area both within and beyond their own organization, their findings, conclusions or recommendations are accepted as being professionally sound and are given substantial weight by their professional and organizational superiors.

### EXAMPLES OF WORK:

Organizes assigned disorders of patients in an institution, clinic or other setting.

Organizes assigned work in the field of psychological testing and psychotherapy; and develops appropriate work methods requiring thorough knowledge of the theory and practice of clinical psychology.

Makes psychological assessments, utilizes a combination of therapeutic techniques in providing services to those patients with the most difficult and complex mental and personality problems.

Serves as advisor, consultant and resource person to other people concerned with patient treatment and care.

Has overall responsibility for providing the full range of psychological in a given area.

Promotes and reserves a psychotherapeutic atmosphere among the professional treatment staff.

Participates in developing treatment programs for patients and advises and consults with all levels of professional staff concerning psychological characteristics and behavior changes of clients.

Provides such advice as appropriate staff and cases toward a patient or specific environmental factors which will stimulate more self reliance, reduce anxiety or achieve more socially adaptable behavior patterns.

Instructs and supervises psychological trainees.

May be assigned responsibilities in such areas as training, program coordination, research or consultation.

PRINCIPAL CLINICAL PSYCHOLOGIST - (Continued)

Functions as a source of information in a specialized area of clinical psychology.

Drafts correspondence, prepares psychological, statistical and other reports of difficulty containing findings, conclusions and recommendations.

Maintains essential records and files.

REQUIREMENTS:

Education

Possession of a Doctorate degree in Psychology from an accredited college or university plus the satisfactory completion of a one year supervised internship in clinical psychology.

Experience

Two years of experience in clinical psychology beyond the one year supervised internship.

Knowledge

Thorough knowledge of the theory and practice of clinical psychology, including the varied problems involved in giving, scoring and analyzing varied types of tests and in interpreting test results, and of performing psychotherapeutic tasks of difficulty.

Ability

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Ability to plan, organize and carry out assigned work in the field of psychological testing and/or psychotherapy of difficulty and to develop effective work methods.

To work harmoniously with children and adult patients, associates, subordinates, superior officers and other persons interested in or concerned with the mental hygiene and psychology programs of the institution or clinic.

To select and administer psychometric, vocational, aptitude, performance and special tests of difficulty to children and adults, score the tests, analyze and interpret the results of tests and correlate the results of tests with other findings, conclusions and recommendations.

To keep current with literature, trends of thought and new developments in the field of psychology, psychometry and research.

To draft correspondence.

To maintain essential records and files.

PRINCIPAL CLINICAL PSYCHOLOGIST - (Continued)

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which endanger the health and safety of oneself or others.

MHS  
7-19-78

MT/ST  
P-16-1,2,3

## SENIOR CLINICAL PSYCHOLOGIST

### DEFINITION:

Under direction, plans and performs psychological assessments, group, individual or Family Therapy, evaluations and treatment of patients with problems of personality, emotional adjustments or mental illness, administers the full range of psychological tests used for diagnosing mental and personality disorders; prepares reports or recommendations based thereon and performs psychotherapeutic tasks of varied levels of difficulty; directs the psychotherapeutic activity of a unit in the absence of a higher level clinical psychologist and may assume the responsibility of the supervision of psychological trainees; does related work as required.

### DISTINGUISHING CHARACTERISTICS:

Senior Clinical Psychologists differ from clinical psychologists in that they typically perform psychodiagnosis and psychotherapy for the full range of mentally disturbed patients and utilize any therapeutic technique or combination of techniques indicated by the specific needs of the patient; the responsibility of this level of position is enhanced by the seriousness of the problems they are called upon to solve which require the use of a broader range of techniques and methods and are performed with less need for consultation with superiors and may direct the psychotherapeutic activity of a unit; Senior Clinical Psychologists must be familiar with the family, social and economic forces that affect their clients and patients.

### EXAMPLES OF WORK:

When the work program of the unit has been established, organizes assigned work in the field of psychology testing and/or psychotherapy and develops appropriate work methods requiring wide knowledge of the theory and practice of clinical psychology; administers and interprets psychological tests using projective methods which are used for diagnosing mental and personality disorders of patients in an institution, clinic or other setting; performs psychodiagnosis and psychotherapy for the full range of mentally disturbed persons; makes psychological assessments and prepares diagnostic and treatment recommendations to a patient care team; utilizes any therapeutic technique or combination of techniques indicated by the specific needs of the patient; organizes, structures and conducts group therapy sessions, consulting with the professionals on the selection of patients and objectives to be sought; initiates, conducts and reports on research studies; assists in the instruction and supervision of psychological trainees; may direct the psychotherapeutic activity of a unit in the absence of a higher level clinical psychologist; interviews children and/or adults with a view toward incorporating significant social and psychological facts so determined into recommendations for specific purposes, including vocational and educational guidance, rehabilitation, remedial education and other purposes; drafts correspondence in the course of official duties; prepares psychological, psychosocial, statistical and other reports of difficulty containing findings, conclusions and recommendations; maintains essential records and files.

### REQUIREMENTS:

1. Possession of a Doctorate degree in psychology from an accredited college or university plus the satisfactory completion of a one year supervised internship in clinical psychology.
2. One year of experience in clinical psychology beyond the one year supervised internship.

SENIOR CLINICAL PSYCHOLOGIST - (Continued)

3. Wide knowledge of the theory and practice of clinical psychology, including the varied problems involved in giving, scoring and analyzing varied types of tests and in interpreting test results and of performing psychotherapeutic tasks of difficulty.

4. Ability to read, write, speak and understand English sufficiently to perform the duties of this position; ability to plan, organize and carry out assigned work in the field of psychological testing and/or psychotherapy and to develop effective work methods; to work harmoniously with children and adult patients, associates, subordinates, superior officers and other persons interested in or concerned with the mental hygiene and psychology programs of the institution or clinic; to select and administer psychometric, vocational, aptitude, performance and special tests of difficulty to children and adults, score the tests, analyze and interpret the results of tests and correlate the results of tests with other findings; to collect materials for and prepare clear, sound, accurate and informative reports of difficulty containing findings, conclusions and recommendations; to keep current with literature, trends of thought and new developments in the field of psychology, psychometry and research; to draft correspondence and to maintain essential records and files.

5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ES

4-23-79

SENIOR PSYCHIATRIC SOCIAL WORKER

DEFINITION: Under supervision, performs the more responsible work involved in providing needed psychiatric and social services for clients; does related work as required.

DISTINGUISHING CHARACTERISTICS: At this level, the organization structure, work flow, methods, procedures and staffing levels have been established by others. Incumbent does not have authority to change them without prior approval. While performing productive psychometric work incumbent receives instruction and training in the more advanced skills and techniques in psychiatric social work. Assignments involve the rendering of psycho-social diagnosis and usually starts with cases where the psychological patterns are known and clear cut. As skills are developed the incumbent is assigned cases in which patterns are less clear and the evaluation is more difficult. The incumbent is expected to perform competent, productive work under general supervision.

EXAMPLES OF WORK: Performs the more responsible work involved in organizing tasks concerned with social problems of clients; participates in professional and related meetings and conferences; confers with psychiatrists and other professional personnel relevant to client's total treatment; performs the more responsible work involved in interviewing clients, their families, and other concerned persons and obtains significant social, and other data needed for diagnosis and treatment; performs the more responsible work involved in providing social work services to clients who need help in making satisfactory adjustments and interviews their relatives and other interested persons in order that clients may achieve suitable adjustments; formulates psycho-social diagnosis; participates with others in order to analyze and evaluate social data bearing on emotional problems, participates in group programs; prepares reports containing findings, conclusions and recommendations; supervises the maintenance of established records and files.

REQUIREMENTS:

1. Possession of a Master's Degree in social work from an accredited school of social work.
2. Two years of experience in psychiatric social work.
3. Wide knowledge of and familiarity with approved psychiatric social work practices and techniques.
4. Ability to plan and carry out individual programs of psychiatric social work for clients; to maintain harmonious working relationships with professional and sub-professional personnel; and to prepare written and oral reports.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MES

3-22-75

Code# 482080



## SOCIAL WORKER (DRUG ABUSE)

DEFINITION: Under direction, in a narcotics clinic, performs the routine and difficult office and field work required in making varied and special types of social investigations involving the collection, analysis and recording of the significant social facts, drawing sound conclusions therefrom and basing appropriate actions thereon; does related work as required.

EXAMPLES OF WORK: Conducts comprehensive investigations of narcotics clinic patients to establish the patients eligibility for methadone maintenance, explains the program thoroughly including full ramifications of the methadone maintenance program of the patient, spouse and other family members; gives individual guidance in cases of social maladjustment and also gives extensive counseling to all patients in the course of rehabilitation; conducts special investigations to verify doubtful information relating to arrests, parole, probation, welfare, housing, and previous hospitalization and/or treatment; conducts family counseling in the areas of employment, education, housing, finances, etc., contacts and maintains cooperative relationships with private and other public social agencies; participates in staff meetings and in service training sessions to increase and update knowledge concerning narcotics problems, policies, standards and procedures; gives talks to the public and community organizations concerning the narcotic rehabilitation program; assists in maintaining needed records and files.

### REQUIREMENTS:

1. Graduation from a four year course at an accredited college or university with a major course of study in social work or social welfare.

NOTE: Applicants who do not meet the above educational requirement may substitute experience in social work having responsibility for gathering social information from clients, determining their needs and planning and carrying out treatment plans geared to the needs of individual clients on a year for year basis.

2. Some knowledge of the purposes, policies, standards, and procedures involved in doing social work involving the health, physical welfare, social adjustment, and/or employment of patients in a narcotics clinic; of the problems encountered in collecting and analyzing the factual information needed in passing upon individual cases, drawing sound social conclusions therefrom and basing appropriate actions thereon; of social case work methods and terminology; of the organization objectives and activities of varied types of public and private social agencies in New Jersey; of individual and group behavior; of individual and community health problems; and of the establishment and maintenance of case work and other records and files.

3. Ability to analyze laws, rules, regulations and procedures and apply them with reasonable consistency to individual cases; to organize assigned social work and develop effective work methods; to work harmoniously with associates, families, individuals and social organizations; to collect and make correct appraisals of the factual information and social relationships of individuals and families; to learn quickly the significant facts in an individual or family situation and to weigh and evaluate such facts; to plan and execute programs for social readjustments on the basis of findings; to prepare clear, sound, accurate, and informative reports, and to maintain needed records and files; ability to read, write, speak and understand English sufficiently to perform the duties of this position.

4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

## TEACHER, SPECIAL EDUCATION

### DEFINITION:

Under direction, is responsible for providing basic academic and living skills and remedial instruction on the elementary and secondary level in order to further the education and social adjustment of emotionally disturbed, physically impaired, mentally retarded, and/or socially maladjusted or atypical individuals; does related work as required.

### EXAMPLES OF WORK:

Plans subject matter to be taught.

Plans courses of study according to pupils levels of learning.

Devises instructional methods and aids, such as audiovisual techniques and materials, to meet the needs of the pupils.

Teaches basic academic subjects and conducts activities in subjects such as music, art, crafts and physical education to stimulate and develop interests, abilities, manual skills and coordination.

Administers mental ability and academic achievement tests and interprets results.

Confers with psychologists, psychiatrists and other interested persons on pupils progress.

Provides counsel and advice to individuals and groups on problems related to social behavior and personal relationships.

Prepares reports and makes special studies of pupil behavior.

Keeps records and files.

### REQUIREMENTS:

#### License

Possession of a valid certificate as a Teacher of the Handicapped in the State of New Jersey.

#### Knowledge

Wide knowledge of the principles and techniques of elementary and/or secondary education.

Of the techniques used in group activities and individual counseling.

Of student centered teaching.

#### Ability

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

To analyze, comprehend and interpret problems pertinent to the work involved.

TEACHER, SPECIAL EDUCATION - (Continued)

To work with a variety of types of youngsters.

Ability to test for and teach basic skills such as reading and math and plan appropriate lessons for pupils.

To make up own tests.

To communicate with and relate to children with mental, social and behavioral problems.

To discern children's needs and interest.

To recognize learning problems.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MES  
5-9-78

MT/ST  
T-7-5,6

## SENIOR OCCUPATIONAL THERAPIST

### DEFINITION

Under direction, performs the more responsible and/or supervises the professional work involving occupational therapy principles and practices in the rehabilitation of the mentally or physically ill as referred by physicians; does related work as required.

### EXAMPLES OF WORK

Assumes responsibility for occupational therapy in a major service area.

In a general hospital may be responsible for occupational therapy in the neurological, general medical and surgical, tuberculosis, psychiatric, and rehabilitation units.

In a psychiatric institution, may be responsible for occupational therapy in the acute continual care, geriatric, children's unit, tuberculosis, and out-patient units.

Confers with and makes recommendations to physicians and other professional personnel regarding to patient's total treatment.

Plans and conducts demonstrations of occupational therapy techniques.

Prepares reports containing findings, conclusions, and recommendations.

Establishes and maintains records and files.

### REQUIREMENTS

#### Education

Completion of an approved curriculum in occupational therapy which shall have included an internship which meets the standards of the Council on Medical Education and Hospital of the American Medical Association.

#### Experience

One year of experience as an occupational therapist.

#### Knowledges and Abilities

Wide knowledge of and familiarity with approved principles, procedures, and equipment used in occupational therapy.

Ability to plan and carry out under medical supervision individual programs of occupational therapy for patients.

SENIOR OCCUPATIONAL THERAPIST

-2-

To give suitable assignments and instructions to assigned employees.

To maintain harmonious working relationships with professional and non-professional personnel.

To prepare written and oral reports containing findings, conclusions and recommendations.

To establish and maintain records and files.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

MHS

3-3-76

## PSYCHIATRIC SOCIAL WORKER

DEFINITION: Under supervision, performs office and field work involved in providing needed psychiatric and social work services for clients; does related work as required.

EXAMPLES OF WORK: Organizes assigned psychiatric social work and develops effective work methods; interviews clients, their families, and other persons and obtains significant social and other data needed for diagnosis and treatment; Provides needed psychiatric and social services to clients who need help in making satisfactory adjustments and interprets the diagnosis and its implications to the relatives and other interested persons in order that clients may achieve suitable adjustments; formulates psychosocial diagnosis; assists a Psychiatrist in analyzing and evaluating social data hearing on emotional problems; gives talks before lay, professional and other interested groups; participates in professional and related meetings; and recommendations; establishes and maintains records and files.

### REQUIREMENTS:

1. Possession of a Master's Degree in social work from an accredited school or social work.
2. Knowledge of and familiarity with current social work practices and techniques.
3. Ability to devise and develop individual programs of case work planning for clients; to maintain harmonious working relationships with professional and sub-professional personnel; to prepare written and oral reports and to supervise the maintenance of related records and files.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM  
1-17-72