

OFFICE OF COLLECTIVE BARGAINING

In the Matter of the Impasse

- between -

DISTRICT COUNCIL 37, AFSCME, AFL-CIO,
o/b/o LOCAL 768,

-and -

REPORT AND
RECOMMENDATIONS

Case No. I-255-08
(Creative Arts Therapist)

THE CITY of NEW YORK and the NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION,

Before: Gayle A. Gavin, Chair, Impasse Panel
Mary L. Crangle, Member
Richard C. Gwin, Member

Appearances:

For the Union:

Jesse Gribben, Esq., Assistant General Counsel

For the City:

Victor Levy, Esq., Deputy General Counsel
Simon V. Kapochunas, Esq., Assistant General Counsel
Jeff J. Smodish, Esq., Assistant General Counsel

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The above Impasse Panel was designated pursuant to the New York City Collective Bargaining Law (“NYCCBL”), and Office of Collective Bargaining (“OCB”) Rules, to hear and make a report and recommendations in a dispute between District Council 37, AFSCME, AFL-CIO, o/b/o Local 768 (“Union” or “DC 37”) and the City of New York and the New York City Health and Hospitals Corporation (“HHC”).

On December 9, 2008, the Union filed a Request for Appointment of Impasse Panel because the parties could not reach agreement on which, if any, additions-to-gross

("ATGs") should be extended to employees holding the title of Creative Arts Therapist. This title was accreted into the Union's bargaining unit in December, 2006.

A hearing in this matter was conducted on September 14 and 15, 2010, at the Office of Collective Bargaining. The parties examined and cross-examined witnesses, introduced exhibits, and argued their positions. Both parties filed post-hearing briefs dated January 14, 2011, along with a joint request to introduce a copy of their October 30, 2008 Memorandum of Economic Agreement ("MEA") into the record. We grant that request and accept the MEA into evidence.

BACKGROUND

The Union and HHC and the City of New York are parties to a collective bargaining agreement applicable to a unit of employees employed at various HHC facilities ("Agreement"). The titles of Rehabilitation Counselor, Activity Therapist, and Creative Arts Therapist, at issue in this matter, are included within that unit.

The Creative Arts Therapist title was established by HHC in June, 2006 as a result of new state legislation regulating and controlling the practice of creative arts therapy. That legislation, in relevant part, defined the practice of creative arts therapy, required that creative arts therapists be licensed, and established minimum education and experience requirements, as follows:

1. Definition of the practice of creative arts therapy. The practice of the profession of creative arts therapy is defined as:

(a) the assessment, evaluation, and the therapeutic intervention and treatment, which may be either primary, parallel or adjunctive, or mental, emotional, developmental and behavioral disorders through the use of the arts as approved by the department; and

(b) the use of assessment instruments and mental health counseling and psychotherapy to identify, evaluate and treat dysfunctions and disorders for purposes of providing appropriate creative arts therapy services.

2. Practice of creative arts therapy and use of the titles “creative arts therapist” and “licensed creative arts therapist”. Only a person licensed or exempt under this article shall practice creative arts therapy or use the title “creative arts therapist”. Only a person licensed under this article shall practice creative arts therapy or use the title “licensed creative arts therapist” or any other designation tending to imply that the person is licensed to practice creative arts therapy.

3. Requirements for a professional license. To qualify for a license as a “licensed creative arts therapist”, an applicant shall fulfill the following requirements:

(a) Application: File an application with the department;

(b) Education: Have received an education, including a master’s or higher degree in creative arts therapy from a program registered by the department or determined by the department to be the substantial equivalent thereof, in accordance with the commissioner’s regulations. The graduate coursework shall include, but not be limited to, the following areas:

- (i) human growth and development;
- (ii) theories in therapy;
- (iii) group dynamics;
- (iv) assessment and appraisal of individuals and groups;
- (v) research and program evaluation;
- (vi) professional orientation and ethics;
- (vii) foundations of creative arts therapy and psychopathology;
- and
- (viii) clinical instruction;

(c) Experience: Have completed at least fifteen hundred hours of post-master’s supervised experience in one or more creative arts therapies satisfactory to the department and in accordance with the commissioner’s regulations;

(d) Examination: Pass an examination in creative arts therapy satisfactory to the department and in accordance with the commissioner’s regulations;

(e) Age: Be at least twenty-one years of age;

(f) Character: Be of good moral character as determined by the department; and

(g) Fees: Pay a fee of one hundred seventy-five dollars for an initial license and a fee of one hundred seventy dollars for each triennial registration period. (Added L.2002, c. 676, § 8, eff. Jan. 1, 2005; amended L.2004, c, 210, § 4, eff. Jan.1, 2005). (Section 8404 of the New York State Education Law)

When the Creative Arts Therapist title was established, and added to the existing bargaining unit, the Agreement then in effect for that bargaining unit included the following provisions pertinent to this dispute:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative . . . [including] Activity Therapist . . . Licensed Creative Arts Therapist¹ . . . Rehabilitation Counselor . . . Senior Rehabilitation Counselor. . .

ARTICLE III - SALARIES

Section 10. Longevity Increment

a. Employees with 15 years or more of “City” service in pay status (except those eligible for a longevity differential pursuant to Section 12) shall receive a longevity increment of \$800 per annum.

¹ The City initially established the title as “Licensed Creative Arts Therapist” and then revised the title to “Creative Arts Therapist” in 2008 to reflect the fact that the legislation permitted those holding the Creative Arts Therapist title at Level I to work under a permit, rather than a license, for a limited duration of time.

b. The rules for eligibility for the longevity increment described above in subsection 10(a), shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 12. Longevity Differentials

A. Therapists and Related Titles:

Employees in the titles listed below shall receive the following longevity differential payments:

<u>Effective:</u>	<u>2/1/07</u>
After 1 year -	\$671
After 2 years -	\$1,421 (\$750)
After 5 years -	\$2,242 (\$821)
After 7 years -	\$2,989 (\$747)
After 10 years	\$3,738 (\$749)

The list of Eligible Titles include Rehabilitation Counselor and Senior Rehabilitation Counselor.

C. Recreation and Puppetry Titles

Employees in the titles listed below shall receive the following longevity differential payments.

<u>Effective</u>	<u>2/1/07</u>
After 5 years -	\$1,196
After 10 years -	\$2,390
(An Additional)	(\$1,194)
After 15 years -	\$2,988
(An Additional)	(\$598)

The list of Eligible Titles include Activity Therapist, Senior Activity Therapist, Supervising Activity Therapist.

Section 18. Recurring Increment Payment.

a. Effective April 1, 2000, full-time per annum and full-time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments (“RIP”) set forth below. [guide omitted]

b. The RIPs shall be based upon years of City service and shall be paid in addition to the longevity differentials set forth in Section 10. RIPs shall be payable on the January 1, April 1, July 1, or October 1, subsequent to the qualifying employee’s anniversary date, subject to the rules for eligibility set forth in Appendix D of this Agreement.

When the Creative Arts Therapist title was created, a Position Description was also established for the title. The current Position Description reflects the change from “Licensed Creative Arts Therapist” to “Creative Arts Therapist” (See Appendix A). Position Descriptions also continue to exist for the titles Activity Therapist, Rehabilitation Counselor and Senior Rehabilitation Counselor (See Appendix A).

It is undisputed that on April 9, 2007, the Union requested bargaining over the new title. The parties met on May 17, 2007 and the Union presented its demands, seeking to have Creative Arts Therapists receive the same addition-to-gross paid to Rehabilitation Counselors, with full retroactivity to the date DC 37 was granted representation. At the initial bargaining session the City agreed to the Union’s demand that Creative Arts Therapists receive the 15-year City-service Longevity Increment. The City’s position was that any other ATGs had to be funded by allocating money from future Municipal Economic Agreements. Several phone conversations and emails followed the first bargaining session. The parties met again on October 11, 2007. The City maintained its position that additions-to-gross would have to be funded by the Union in future economic settlements. On December 9, 2008, the Union filed its Request for Appointment of an Impasse Panel. At OCB’s suggestion, the parties met again on January 23, 2009. In May of 2009 the City agreed to calculate the cost of the Union’s demands as a percentage of a wage increase. The City costed the additions-to-gross at issue at .07 percent and proposed that the Union fund this amount by deductions from future economic settlements. The Union rejected this proposal. The parties met once again on October 3, 2009. No agreement was reached and this proceeding ensued.

POSITIONS OF THE PARTIES

The Union

The Union emphasizes the bargaining history and evolving circumstances of employees performing creative arts therapy for HHC. It urges the Panel to consider the context surrounding the creation of the Creative Arts Therapist title and submits that the Creative Arts Therapist title is a successor to two other bargaining unit titles which were previously used to describe the work performed by a creative arts therapist: Rehabilitation Counselor and Activity Therapist. The Union contends that employees holding these two titles provided creative arts therapy to HHC patients long before the Creative Arts Therapist title was created. When the New York State Education law set licensing, education and experience mandates for the practice of creative arts therapy, effective January 1, 2006, HHC was required to recognize these new requirements and did so by creating a new title, that of Creative Arts Therapist.

The Union submits, however, that prior to the creation of the Creative Arts Therapist title, some HHC Rehabilitation Counselors and Activity Therapists had already obtained the newly required license to practice creative arts therapy and they, as well as others, were performing those duties, albeit under other pre-existing titles. DC37 Assistant Director Michelle Trester explained that as early as 2002 Rehabilitation Counselors and Activity Therapists began acquiring credentials in creative arts therapy. At the same time some HHC facilities, including Woodhull and Bellevue, were using "Licensed Creative Arts Therapist" as an in-house title. Credentialed employees used this title on their identification badges and performed duties consistent with the statutory definition of creative arts therapy. In addition, before the Creative Arts Therapist title was

created, there were discussions about filing out-of-title grievances on behalf of individual Rehabilitation Counselors and Activity Therapists. Ms. Trester concluded, however, that without a title to use as a basis for relief, there was no remedy .

The Union also points to the testimony of Ms. Trester that during 2007 most facilities employing Creative Arts Therapist-credentialed Rehabilitation Counselors and Activity Therapists promoted these employees to the Licensed Creative Arts Therapist title as a matter of course, although when these incumbent employees “were placed in their new Creative Arts Therapist titles with their increased salaries, they were stripped of all the additions-to-gross they were earning in their ... prior titles” (T73). The Union specifically notes that at Bellevue Hospital 14 qualified incumbents were promoted to the Creative Arts Therapist title in 2007.

The Union also cites to the testimony of Woodhull Hospital Creative Arts Therapist Frank Wagner that the 15 Creative Arts Therapists currently working there on the psychiatric ward performed the same duties prior to the creation of the Creative Arts Therapist title, but under the title of Rehabilitation Counselor. Similarly, the Union points to the testimony of Creative Arts Therapist Martha Elkins, a music therapist at Metropolitan Hospital since 2001, that, “When I was employed as a Senior Activity Therapist, prior to 2006, I performed, for all intents and purposes, the ... functions I now perform as a Creative Arts Therapist.” (T62)

In further support of its argument that the Creative Arts Therapist title is a successor to the titles of Rehabilitation Counselor and Activity Therapist, the Union refers to the number of employees serving in the three titles since 2006. From 2006 to 2010 the total number of Activity Therapists dropped from 156 to 128; the total number

of Rehabilitation Counselors dropped from 57 to 28; and the total number of Senior Rehabilitation Counselors dropped from 55 to 37. The Union compares this total decrease (75) to the number of employees currently holding Creative Arts Therapist titles (65) and submits that this demonstrates that creative arts therapy positions once held by persons holding the titles of Rehabilitation Counselor or Activity Therapist remain, but are now held by persons holding the more appropriate Creative Arts Therapist title.

The Union argues, therefore, that because the Creative Arts Therapist title evolved from the Rehabilitation Counselor and Activity Therapist titles and was established simply because state legislation required that particular standards be applied to those who were already providing creative arts therapy, the Creative Arts Therapist title should be considered a successor title, rather than a new title. The Union points out that in 1987 when HHC decided to create the Activity Therapist title as a successor to Recreation Director and Assistant Supervisor of Recreation, those two titles were eliminated and all incumbents were placed in Activity Therapist, Senior Activity Therapist or Supervisory Activity Therapist titles. Ms. Trester also referred to the history of previous stand-alone bargaining units based on occupational groupings that were consolidated in the early 1980's into the Health Services Bargaining Unit. The groupings were kept distinct and improvements were negotiated on behalf of all titles or title series in a group, unless otherwise specified. As such, the Union argues, ATG benefits should be automatically extended to the Creative Arts Therapy title, as a successor title, and the Union should not be required to fund additions-to-gross for this title.

The Union rejects the City's position that additions-to-gross must be self-funded for new titles accreted to the bargaining unit under all circumstances and urges this Panel

to focus instead on how and why the Creative Arts Therapist title was created. The Union points out that when HHC promoted incumbent employees to Creative Arts Therapist at Assignment Levels II and III, it credited them with professional experience in creative arts therapy gained while serving in either the Rehabilitation Counselor or Activity Therapist positions. The Union asserts that “HHC should not be able to have it both ways, on the one hand claiming that the CAT title is entirely new, while on the other crediting Rehabilitation Counselors and Activity Therapists with ... qualifications to become CAT IIs and IIIs based on [their work in the former titles]” (Union’s brief pp. 17-18).

While the Union acknowledges the premise that economic benefits are not automatically conferred on newly accreted titles, and that ATGs must be bargained, the Union rejects the City’s position that the Union must “self-fund” or “purchase” either the RIP or longevity differentials which are provided to other bargaining unit employees covered by the same Agreement. The Union asserts that applying the RIP to the Creative Arts Therapist title is mandated by the unambiguous language of the Agreement, and that it is cost-neutral to the City because the 65 employees currently holding Creative Arts Therapist titles are more than offset by the reduction of 75 employees in Rehabilitation Counselor and Activity Therapist titles since 2006.

The Union also contends that the Creative Arts Therapist title should be included in the “Therapists and Related Titles” occupation group, and receive the longevity differentials set forth in Article III, Section 12(A) of the parties’ Agreement. The Union submits that the interests of Creative Arts Therapists are most closely aligned with the Therapist and Related Titles group, which includes Rehabilitation Counselors,

Occupational Therapists, Physical Therapists and Speech Therapists. All are state licensed therapists with similar salaries and education requirements. The Union insists that it is not seeking a new economic benefit by its demand for the longevity differential. Rather, the Union submits that incumbent employees who received a longevity differential as a Rehabilitation Counselor or Activity Therapist should simply continue to receive the same differential as a Creative Arts Therapist. The Union argues that, like the RIP, the expense of extending the longevity differential to those holding the Creative Arts Therapist title is cost-neutral, since it is offset by the reduction in the number of persons holding the Rehabilitation Counselor and Activity Therapist titles.

Furthermore, while the Union acknowledges that HHC created a salary range for the Creative Arts Therapist title which resulted in initial salary increases for HHC employees previously holding Rehabilitation Counselor and Activity Therapist titles, the Union contends that by withholding Longevity Differentials and RIP, the City is treating these employees differently, and unfairly, and by failing to reward their years of service, will cause Creative Arts Therapist salaries to stagnate and lag behind those of their colleagues who receive these time-based benefits.

Finally, the Union argues that it has never agreed or accepted the premise that it must “self-fund” or “purchase” new economic benefits. The Union characterizes the concept as “counter to the spirit of collective bargaining”. The Union disagrees that the decisions cited by the City support the proposition that the Union must fund additions-to-gross for titles newly accreted to its bargaining unit and distinguishes the decisions relied upon by the City from the issues in dispute in this matter. The Union urges this Panel to reject the notion that new titles must be bargained ‘de novo’ and urges that consideration

be given to the particular and unique facts of this case so that the employees holding the Creative Arts Therapist title may be compensated appropriately and fairly.

HHC and the City

The City submits that the issue before this Impasse Panel is a narrow one: "Whether the City must fund the automatic extension of additions-to-gross to a new title added to an existing bargaining unit, or whether the parties must bargain over the extension of [those] benefits" (City's brief at p.1). The City points out initially that the Union has not challenged the salary structure created by HHC for the Creative Arts Therapist title, nor has it claimed that the overall compensation received by Creative Arts Therapists is not commensurate with their qualifications and responsibilities.

The City also points out that the only ATGs sought by the Union are the Rehabilitation Counselor longevity differential (which is notably higher than the differential received by Activity Therapists), and the RIP.

The City insists that Creative Arts Therapist is a new title, rather than a successor to the Rehabilitation Counselor and Activity Therapist titles. HHC Assistant Director for the Office of Classification and Compensation Traci Spero testified in this matter about how and why HHC established the Creative Arts Therapist title and about differences between the Creative Arts Therapist title and the Activity Therapist and Rehabilitation Counselor titles. Ms. Spero also explained the difference between "title establishment" and "title reclassification":

A title establishment is the development of a brand new title that does not exist within our corporate-wide plan of titles. In this case, we would develop the position purpose, typical tasks, and qualification

requirements. We also set a salary range. If the title is within the Group 12 positions, it would be eligible for union representation.

A title reclassification is a restructuring of an existing title or title series ... We might make changes to the existing position description, such as adding or deleting tasks [or] modifying or completely chang[ing] qualification requirements. We might also change the jurisdictional size of the title, such as from competitive to non-competitive and its title name as appropriate. We would also typically consolidate multiple stand alone titles into an assignment level structure.

In that case, the affected title or title series already formally exists and already has an established salary range. All the economic terms that apply to the former titles continue to apply without interruption (T154-155).

Ms. Spero further testified that in November or December 2005, the Senior Associate Executive Director of Human Resources at Woodhull Hospital, Yvette Villanueva, called her and expressed concern about the impending effective date of the amendments to the New York State Education Law, because unlicensed employees would no longer be able to perform creative arts therapy. Ms. Villanueva asked Ms. Spero what could be done to permit HHC facilities to continue providing that service. In response, Ms. Spero reviewed the new legislation as well as the existing HHC job specifications and reached two conclusions:

The first was that because the new law would prohibit anyone unlicensed from performing these functions, I had to determine whether this would remove any of the tasks under these existing titles. I determined that there would be no implication with existing titles.

The second was that, as the scope of practice did not fall under existing titles, such as Rehabilitation Counselor and Activity Therapist, HHC would have to establish a new title to continue offering those services to hospital clients (T158-159).

Thereafter a focus group of HHC creative arts therapy experts agreed that a new title should be established and provided input into the establishment of typical tasks, qualifications requirements, and a salary range for the new title. On June 6, 2006, HHC issued a personnel order establishing the Licensed Creative Arts Therapist title.

The City points to the more demanding clinical and education requirements which distinguish the Creative Arts Therapist title from the other titles. Unlike Rehabilitation Counselors and Activity Therapists, Creative Arts Therapists must be licensed to practice in the State of New York. State Education Department license requirements include a Master's or Doctoral degree from an accredited art therapy program, and 1500 supervised clinical hours spent providing creative arts therapy. In contrast, the City notes, the Activity Therapist title requires only a Baccalaureate degree, and the Rehabilitation Counselor title requires no clinical experience. As a result, the City submits that the duties and responsibilities performed by Creative Arts Therapists are significantly different than those performed by Rehabilitation Counselors and Activity Therapists. Neither Rehabilitation Counselors nor Activity Therapists may function as a primary therapist or develop patient treatment plans. Creative Arts Therapists, in contrast, may function as primary therapists and establish and implement comprehensive group/individual therapy programs. The City further argues that by filing a number of out-of-title grievances, the Union has acknowledged that Creative Arts Therapists duties are substantially different from those performed by Activity Therapists.

HHC also argues that its hiring history for the Creative Arts Therapist, Rehabilitation Counselor, Activity Therapist, and Senior Rehabilitation Counselor titles refutes the Union's assertion that the Creative Arts Therapist title is a successor title.

HHC began hiring into the Creative Arts Therapist title after June 30, 2006. By August 25, 2010, 65 employees held the Creative Arts Therapist title, half of whom were hired from outside of HHC. The City points out that during the same time frame HHC hired 52 Activity Therapists, 9 Rehabilitation Counselors and 4 Senior Rehabilitation Counselors. The City argues that it would no longer be hiring Rehabilitation Counselors or Activity Therapists if Creative Arts Therapist were a successor title.

HHC also points out that a number of its facilities are staffed with Rehabilitation Counselors and Activity Therapists, but not Creative Arts Therapists. Of its 20 facilities, 13 do not employ Creative Arts Therapists. Of these 13, nine are staffed with Rehabilitation Counselors or Activity Therapists. Staffing needs are determined by the type of services provided by the facility. Some facilities provide occupational or vocational services, but not creative arts therapy. Therefore, the continued need for, and use of, Rehabilitation Counselors and Activity Therapists demonstrates that the Creative Arts Therapist title was not established as a substitute for, or successor to, the Rehabilitation Counselor title.

HHC argues that it appropriately determined that the changes in the Education Law governing the practice of creative arts therapy required the establishment of a new position, rather than a reclassification of existing titles. Furthermore, past practice and decisional precedent demonstrate that, when a new title is accreted into an existing bargaining unit, “the terms of the contract must be bargained for and are not automatically extended to the new title.” citing *Matter of Impasse between Organization of Staff Analysts and City of New York (Systems Analysts)*, OCB No. I-223-95 and further relying on *District 1199, National Union of Hospital and Health Care Employees v. HHC*

(District 119), 29 OCB 40 (BCB 1982) at 8 n. 5 *quoting City of New York v. United Firefighters Association, Local 943 (UFA)*, 7 OCB 3 (BCB 1971) (Ex. C-2)

The City asserts that the principle underlying these decisions has guided the parties' bargaining history and is a fundamental principle which the City assiduously adheres to. OLR Deputy Commissioner Richard Yates testified about the parties' bargaining history when the Union has demanded additions-to-gross for newly created titles and stated unequivocally that the City

... has consistently taken the position that additions-to-gross, such as Recurring Increment Payments and Longevity Differentials are not simply conferred on newly accreted titles. These benefits typically have been paid for, that is purchased, by the Union in prior rounds of bargaining. The exception to this general rule is the 15-year City Service Longevity Increment, which has been offered to the Union for the CAT title, as this Longevity Increment was negotiated as part of the 1984/87 Municipal Coalition Economic Agreement and was costed on a city wide basis. It is the City's practice to grant this benefit to newly created titles. (T140-141)

Mr. Yates cited several examples demonstrating the City's adherence to the position that additions-to-gross are not automatically conferred upon newly accreted titles but must be bargained by the parties. These examples included: the 1997 impasse between HHC and the Organization of Staff Analysts, over a 10-year longevity for System Analyst titles; the City's negotiations with the Deputy Wardens Association over newly accreted former managerial Department of Corrections positions; and more recently the City's negotiations with CWA Local 1118 over the newly accreted Administrative Job Opportunity Specialist and Coordinating Manager titles, in which the parties agreed to use additional compensation funds to fund ATGs including a 10-year RIP, an annuity, a five-year experience differential and a training fund (T141-145).

Mr. Yates distinguished ATGs like the RIP and longevity differential, which he describes as “economic demands [that] must be bargained for,” from the benefits that are routinely provided to newly accreted titles. The New York City Administrative Code, for example, requires the City to provide health benefits to its employees. The City-wide Agreement also provides a variety of benefits including annual leave, sick leave and welfare benefits to new titles, like the Creative Arts Therapist, that fall within its coverage. Mr. Yates insisted, however, that it is “a longstanding principle ... that a newly created title is not automatically entitled to additions-to-gross or other economic benefits, having been earned by the bargaining unit in prior rounds of bargaining. These benefits must be negotiated, bought, or otherwise paid for by the bargaining unit” (T147-148).

The City also contends that the Union has acknowledged this principle by paying for ATGs applicable to this bargaining unit over the years. Patricia Slesarchik, Assistant Commissioner for the Mayor’s Office of Labor Relations, explained in her testimony that the longevity differentials contained in Article III, Section 12(a), which covers Rehabilitation Counselors and the somewhat lower longevity differential in Article III, Section 12(c), which covers Activity Therapists, were funded by the Union from equity funds available in early 1980’s bargaining. Ms. Slesarchik also explained that the RIP, which is based on years of service in any health services title, was funded in the 1995/2000 round of bargaining from an additional compensation fund (T195-199). The City asserts that since the Creative Arts Therapist title did not exist at the time, the employees holding this title were not accounted for in the costing, and therefore the cost of extending the benefit to this title must be paid for. The City contends that it would be patently inequitable to simply give Creative Arts Therapists what other titles in their

bargaining unit had to pay for, and points to a number of available sources of funds to purchase this benefit.

In conclusion, the City urges that this Panel reject the union's proposal, conclude that there is no basis to automatically extend the ATGs in the parties' current Agreement to employees holding the Creative Arts Therapist title and find that the Union must bargain over how it proposes to fund these benefits. The City does agree, however, that the 15-year City-service Longevity Increment provided under Article III, Section 10 of the parties' Agreement should be provided to Creative Arts Therapists because, when negotiated, the cost was calculated on a City-wide basis.

STANDARDS

Under Section 12-311c (3)(b) of the New York City Collective Bargaining Law, an Impasse panel:

... shall consider wherever relevant the following standards in making its recommendations for terms of settlement:

- (1) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the Impasse proceeding with the wages, hours, fringe benefits, conditions and characteristics of employment of other employees performing similar work and other employees generally in public or private employment in New York City or comparable communities;
- (2) the overall compensation paid to the employees involved in the Impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;
- (3) changes in the average consumer prices of goods and services, commonly known as the cost of living;
- (4) the interest and welfare of the public;

(5) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits, and other working conditions in collective bargaining or in Impasse panel proceedings.

OPINION

The Impasse Panel has carefully considered the documentary evidence submitted, the testimony elicited, and the arguments proffered by both parties in support of their respective positions in this proceeding. The Impasse Panel has likewise considered and applied the relevant statutory criteria in arriving at its findings and recommendations.

The dispute in this matter concerns whether bargaining unit employees holding the title of Creative Arts Therapist I, II, or III, are entitled to receive the contractual economic benefits of Recurring Increment Payments (“RIPs”), and a longevity differential, collectively referred to as “adjustments-to-gross” or “ATGS”, which are paid to those holding the Rehabilitation Counselor and Activity Therapist titles in the same bargaining unit.² For the following reasons, the Impasse Panel recommends that employees in the Creative Arts Therapist titles³ receive the contractual 15 year City-service Longevity Increment, but neither the Recurring Increment Payments nor the Rehabilitation Counselor longevity differential.

The Union argues that the Creative Arts Therapist title was created as a successor to the unit titles of Rehabilitation Counselor and Activity Therapist, and consequently should be automatically eligible to receive all the contractual economic benefits

² While the Request for Appointment of Impasse Panel indicated that the parties disagreed on six Additions to Gross, i.e. recurring Increment Payment, Longevity Differentials, Assignment Differentials, Uniform Allowance, Level/Advancement increase, and Tuition Reimbursement, the evidence and argument in this proceeding has focused solely on the issue of the Recurring Increment Payment and Longevity Differential as Additions to Gross.

³ All references to the “Creative Arts Therapist title” encompass all levels of that title.

applicable to the predecessor titles, including RIPS and a longevity differential. The weight of the evidence, however, convinces us that the Creative Arts Therapist title was established as a new title, and not a successor to either the Rehabilitation Counselor or Activity Therapist titles.⁴

It is undisputed that HHC established the Creative Arts Therapist title in 2006 in response to State legislation requiring that persons engaging in creative arts therapy be licensed. The legislation also specifically defined what the practice of creative arts therapy encompassed, and set the qualifications for licensure. HHC analyzed these new statutory requirements in conjunction with existing position descriptions, decided that existing titles were not inappropriate in light of the new statutory provisions, and determined that a new position title was needed. It is undisputed that neither the Rehabilitation Counselor nor the Activity Therapist titles requires a license; that neither is exclusive to the provision of creative arts therapy; and that there was a demonstrated need to have employees continue to perform the duties and responsibilities described in those titles. Under these circumstances, it was reasonable for HHC to establish a new title, rather than revise or reclassify either the Rehabilitation Counselor or Activity Therapist titles.

We have examined and compared the position descriptions of Rehabilitation Counselor and Activity Therapist with the position description of Creative Arts Therapist, and find significant distinctions in the purpose of each position, examples of typical tasks, and qualification requirements. It is also undisputed that the salary range established by HHC in 2006 for the Creative Arts Therapist position was, and continues

⁴ Our references to the “Rehabilitation Counselor” title include “Senior Rehabilitation Counselor” as well, and our references to “Activity Therapist” include all three levels of that position.

to be, higher than the salary ranges for Rehabilitation Counselors and Activity Therapists. It is likewise undisputed that HHC continues to use the titles of Rehabilitation Counselor and Activity Therapist. These titles did not become obsolete or redundant when the title of Creative Arts Therapist was created. The evidence shows, for example, that as of September 2010, HHC employed 126 Activity Therapists and 59 Rehabilitation Counselors and that 53 of the Activity Therapists, and 13 of the Rehabilitation Counselors, were new appointments since June, 2006.

We find no other basis upon which to conclude that Creative Arts Therapist is a successor to the Rehabilitation Counselor and Activity Therapist titles. We have considered the Union's evidence that prior to 2007 some employees holding Rehabilitation Counselor and Activity Therapist titles used techniques and performed duties consistent with the statutory description of creative arts therapy, and that some possessed creative arts therapy credentials. We have also considered the Union's evidence that there were HHC employees now holding the Creative Arts Therapist title who may have been credited with experience gained while serving in Rehabilitation Counselor and Activity Therapist titles in order to qualify for the new title, or a particular level therein. Finally, we have also considered the Union's evidence that the number of Rehabilitation Counselors and Activity Therapists employed by HHC in 2006 (268), and the numbers of Rehabilitation Counselors, Activity Therapists, and Creative Arts Therapists employed by HHC in August 2010 (264) are relatively the same. However, we are not persuaded that this evidence is sufficient to support a finding that Creative Arts Therapist is a successor title.

The issue of whether a title is the successor to other titles cannot be resolved in favor of the Union simply because some employees may have been working out-of-title previously, or because certain Rehabilitation Counselors or Activity Therapists moved into the Creative Arts Therapist title after it was created when that title better described the work they were performing and they possessed the qualifications for the new title. The decision of whether a title is a successor to another, and thus whether this justifies extending the economic benefits of the parties' collective bargaining agreement to the new title, cannot be appropriately made on an individual employee basis.

Furthermore, the Union's argument with respect to the consistent number of employees occupying the positions at issue fails to take into account the record evidence showing that of the 22 HHC employees in the Creative Arts Therapist Level I position in August 2010, only 7 had previously been Rehabilitation Counselors (1) or Activity Therapists (6), and the remaining 15 were new hires. Similarly, of the 34 HHC employees in the Creative Arts Therapist Level II position in August 2010, only 21 had previously been Rehabilitation Counselors (11) or Activity Therapists (10), and the remaining 13 were new hires. Finally, of the 9 HHC employees in the Creative Arts Therapy Level III position in August 2010, only 5 had previously held the titles of Rehabilitation Counselor (4) or Activity Therapist (1), and the remaining four employees were new hires. While the record shows an increasing use of the Creative Arts Therapist title beginning in 2007, it does not prove the Union's contention that there was a widespread and consistent transition into that title from the Rehabilitation Counselor and Activity Therapist titles.

The fact that HHC employees holding Rehabilitation Counselor and Activity Therapist titles were able to qualify and obtain Creative Arts Therapy positions does not establish that title as a successor. We are persuaded by the City's argument that a title becomes a successor to another when the predecessor title is eliminated⁵ and note that HHC still employs approximately 185 Rehabilitation Counselors and Activity Therapists.

We conclude that Creative Arts Therapist is a new title significantly different from the Rehabilitation Counselor and Activity Therapist titles. The statutory provisions set new standards and requirements for those practicing creative arts therapy that are distinct from those in the Rehabilitation Counselor and Activity Therapist titles. The requirement of a license, the statutory definition of the nature and scope of the work, and the requirement of a master's degree or higher in creative arts therapy, all justified the establishment of a new title exclusive to the performance of creative arts therapy. This legislation did not change the work of a Rehabilitation Counselor or an Activity Therapist, render the duties performed under those titles obsolete, or change the qualifications for those positions.

The Union also argued that the RIPs and the Rehabilitation Counselor longevity differential should be extended to Creative Arts Therapists because it would not result in any additional cost to the City. We do not agree that extending these contractual additions-to-gross to Creative Arts Therapists is cost neutral. The Union's argument is premised on the contention that the cost of providing these benefits to Creative Arts Therapists would be offset by the reduction in the number of Rehabilitation Counselors and Activity Therapists receiving them. The record shows, however, that not all Creative

⁵ For example, while the argument is not before us, we would consider the "Creative Arts Therapist" title to be a successor title to "Licensed Creative Arts Therapist".

Arts Therapists came from the Rehabilitation Counselor titles. Some were hired as Activity Therapists who received a lower longevity differential than Rehabilitation Counselors, and others were hired as Creative Arts Therapists with no prior service at HHC. It is not a matter of simply transferring an equal cost of these benefits from Rehabilitation Counselors to Creative Arts Therapists. The cost of these benefits is neither inconsequential nor de minimis. It was calculated by the City at .07% and that figure was not disputed. There is no basis in this record to conclude that extending the contractual RIPS and longevity differentials to Creative Arts Therapists is cost neutral.

We also conclude that decisional precedent, and the parties' bargaining history support the City's contention that when a new title is accreted to an existing bargaining unit, the contractual additions-to-gross covering that unit are not automatically extended to the added title. As the Board reasoned in City of New York v. United Firefighters Association, Local 943, 7 OCB 3 (BCB 1971):

When a contract has been executed covering an existing unit, the subsequent addition of a new title does not reopen the contract as to the previously certified titles, nor does it automatically extend the provisions thereof to the added title. The effect of the additions is to establish the right of the certified representative to negotiate the terms and conditions of employment for the added title. Extension of the contract terms is a matter for the parties.

The City has also demonstrated that it has taken a consistent position in negotiations over newly accreted titles: additions to gross must be funded by the Union. We can find no compelling reason, on this record, to require the City to change its position in this case. There is no dispute that on December 7, 2006, the City recognized the Union as the bargaining representative of the Creative Arts Therapist title and the position was accreted to the existing Health Services bargaining unit. Thereafter the parties negotiated over the economic benefits for this new title, but could not agree

whether RIPs and the Rehabilitation Counselor longevity differential should be extended to the Creative Arts Therapist title.

The Union now urges this panel to recommend the extension of these benefits to Creative Arts Therapists. It acknowledges in its brief that economic benefits are not simply conferred on newly accreted titles. The Union understands that if this were the case, the City's failure to grant RIP and a longevity differential to those employees holding the title of Creative Arts Therapist would properly be before a grievance arbitrator and not an Impasse Panel. The Union argues, however, that these economic benefits should be extended to Creative Arts Therapists because doing so is cost neutral and because the new title succeeded two others which continue to receive the benefits. For the reasons set forth above, we are not persuaded by the Union's arguments and decline to require the City to extend either the RIPs or Rehabilitation Counselor longevity differential to the Creative Arts Therapist title.

The City has agreed that the 15-year City-service Longevity Increment should be extended to employees in the Creative Arts Therapist title. Article III, Section 10 of the parties' collective bargaining agreement grants a longevity increment of \$800 per year to employees with 15 years or more of "City" service, except those eligible for a longevity differential (such as Rehabilitation Counselors and Activity Therapists). The City agreed to extend this benefit because its cost was calculated differently, i.e. on a City-wide basis, than the RIPs and longevity differential sought herein.

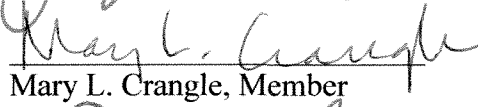
RECOMMENDATIONS

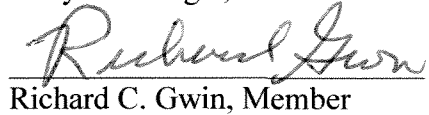
For all the reasons set forth above, the Panel recommends the following with respect to the issues in dispute in this matter:

1. Employees holding the Creative Arts Therapist position shall receive the annual 15-year City-service Longevity Increment as provided in Article III, Section 10 of the collective bargaining agreement between District 37 and the HHC. Payments shall be retroactive to 2007, as applicable.

Impasse Panel



Gayle A. Gavin, Chair

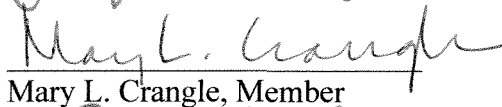

Mary L. Crangle, Member

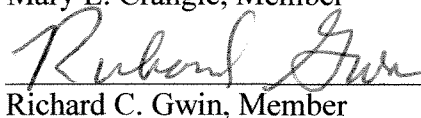

Richard C. Gwin, Member

Dated:

We, the undersigned, do hereby each affirm that we are the individual who executed this Report and Recommendations.


Gayle A. Gavin, Chair


Mary L. Crangle, Member


Richard C. Gwin, Member

Dated:

APPENDIX A

CREATIVE ARTS THERAPIST (Level I, Level II, Level III)

Purpose of Position:

This class of positions encompasses professional and/or supervisory work of varying degrees of difficulty in the operation of a creative arts therapy department providing therapeutic services through the utilization of various modalities, principles and techniques specific to the creative arts therapy discipline. There are three Assignment Levels within this class of positions; all personnel perform related work.

Assignment Level I

Under direct supervision, with latitude for independent judgment and decision making, performs professional work of ordinary difficulty in the creative arts therapy discipline. The following are typical tasks for Assignment Level I:

Examples of Typical Tasks:

1. Establishes and implements comprehensive therapeutic group/individual therapy programs utilizing principles and practices of creative arts therapy.
2. Conducts individual assessments of patient's strengths and weaknesses to evaluate social, cognitive, psychological and physical functioning through the creative arts process.
3. Develops treatment goals and objectives based on initial and ongoing assessments designed to improve functioning through the utilization of the techniques unique to the creative arts therapy discipline.
4. Implements therapeutic interventions utilizing art, music, drama, dance or poetry as a modality to facilitate the patient's attainment of goals articulated in the patient treatment plans.
5. Participates as an active member of the interdisciplinary treatment team by attending meetings and contributing to the formulation of individual patient comprehensive treatment plans.
6. Writes regular progress notes on patient's behavior and responses to treatment goals.

7. Prepares and maintains records, progress reports, statistical information and participates in departmental and facility-wide quality assurance/performance improvement (QA/PI) activities.
8. Prepares supply requisitions and maintains inventories of equipment and supplies as designated.
9. May be assigned to coordinate and supervise the activities of auxiliary staff in related therapeutic disciplines.
10. May be assigned to instruct and supervise volunteers, interns and students in the areas of creative arts and may be assigned to instruct and supervise volunteers, interns and students in the areas of creative arts therapy.
11. Performs other related duties as assigned.

Assignment Level II

Under direction, with broad latitude for independent judgment and decision making, performs difficult and responsible professional work in the creative arts therapy discipline. In addition to performing the duties of Assignment Level I at a higher level, also performs the following typical tasks:

Examples of Typical Tasks:

1. Serves as a professional resource to Creative Arts Therapists in the development and implementation of specialized treatment interventions utilizing non-verbal, diagnostic and expressive techniques.
2. Provides consultation for complex cases in the evaluation of social, cognitive, psychological and physical functioning through the creative arts therapy process.
3. Monitors, documents and evaluates the attainment of creative arts therapy goals as part of the therapeutic process.
4. May represent the department at conferences, workshops, hospital or community functions; reports actions and findings to department.
5. May develop and conduct departmental training programs to introduce new developments and techniques within the creative arts therapy discipline.
6. May be assigned to function as a primary therapist, as long as practicing within the boundaries of professional competency, as specified in the New York State Education Law, Article 163, Section 8407.

7. Performs other duties as assigned.

Assignment Level III

Under general supervision, with very broad latitude for independent judgment and decision making, performs difficult and responsible professional and supervisory work in the creative arts therapy discipline. In addition to performing the duties of Assignment Level I and II at a higher level, also performs the following typical tasks:

Examples of Typical Tasks:

1. Coordinates and implements therapeutic programs that utilize advanced creative arts techniques and principles for an assigned area of a health care facility. Monitors and guides Creative Arts Therapists in the establishment and provision of these programs.
2. Provides clinical supervision for Creative Arts Therapists practicing under a Limited Permit as required by the New York State Education Law, Article 163.
3. Reviews the quality and quantity of the clinical case records of Creative Arts Therapists for accuracy and completeness.
4. Provides direct creative arts therapy services, including facilitating groups and documentation of same in patient medical records.
5. May fill in for the Director of Program during absences and vacations.
6. Performs other duties as assigned.

Qualification Requirements:

Assignment Level I

1. A valid License or Limited Permit issued by the New York State Education Department to practice as a Creative Arts Therapist. Employees working with a Limited Permit must obtain Licensure within two years from their date of appointment.

Assignment Level II

1. A valid License or Limited Permit issued by the New York State Education Department to practice as a Creative Arts Therapist; and

2. Two years of full-time, paid, professional experience in creative arts therapy.

Assignment Level III

In addition to meeting the requirements for Assignment Levels II, Assignment Level III requires:

1. One additional year of experience.

ACTIVITY THERAPIST (Level I, Level II, Level III)

Purpose of Position:

This class of positions encompasses professional and/or supervisory work of varying degrees of difficulty and responsibility in the operation of an activity therapy department providing medical/psychiatric recreational therapeutic services, in conjunction with other members of the treatment team. There are three Assignment Levels within this class of positions; all personnel perform related work.

Assignment Level I

Under supervision, with latitude for initiative and judgment, performs responsible therapeutic work of ordinary difficulty. The following are typical tasks for Assignment Level I:

Examples of Typical Tasks:

1. Participates in planning and implementing a medical/psychiatric approved recreational program of individual and ward activities adapted to the needs, interest and capacities of patients.
2. Participates in meeting with treatment staff to coordinate effective patient care and participates as a member of a team, in patient groups.
3. Plans individualized schedules including activities of daily living, arts and therapy and socialization to meet specific needs of patients.
4. Teaches and leads recreational activities such as group and team games, arts and crafts, dances, gymnastics, art in therapy, poetry, simple forms of music and dramatics.

5. Directs learning experiences as part of care/treatment of patients to influence behavioral change leading to increased experience and comprehension of self and environment.
6. Works with and may guide students from multi-disciplines, volunteers and others assigned to the area of service.
7. Attends and contributes to department meetings, attends and conducts in-service training programs.
8. Works with private and public organizations to further recreational programs.
9. May co-lead or lead small group therapy and other discussion groups.
10. May co-lead community meetings with other members of various disciplines.
11. Communicates observations of patients in activity therapy to team.
12. Charts Activity Therapy Progress Notes.
13. Prepares periodic reports and keeps appropriate records.
14. Is responsible for maintaining and ordering of supplies and equipment for assigned unit.

Assignment Level III

Under supervision, with considerable latitude for initiative and independent judgment, performs responsible therapeutic work of more than ordinary difficulty. In addition to performing the typical tasks described in Assignment Level I, is also responsible for one or more of the following tasks:

Examples of Typical Tasks:

1. Assesses recreational therapeutic and activity program needs and plans for implementation through research and evaluation.
2. Evaluates daily functioning of activity therapy programs in assigned area.
3. Assesses specific activity needs of patients as defined by the standards of the department.

4. Coordinates such activities as adapted sports, dramatic, social activities, arts and crafts, and music, regulating content of program in accordance with patients capabilities, needs and interest for assigned unit.
5. Applies new techniques and skills both interpersonal and technical in a continuing effort to provide practical programs. Explores new developments within the field of Activity Therapy, implementing those which are applicable to their setting.
6. Works with other disciplines to coordinate effective patient care.
7. May review clinical case records for accuracy and completeness.
8. Maintains functional operational level of equipment, supplies and work areas.
9. May develop and conduct in-service training within their area of expertise.
10. Prepares and submits reports and statistics.
11. Prepares appropriate records.

Assignment Level II

Under general supervision, plans, directs, coordinates and monitors a program of medically approved recreational activity therapy programs for an assigned area/unit of a hospital or health care facility including mental hygiene services. In addition to performing the typical tasks described in Assignment Levels I and II, is also responsible for one or more of the following tasks:

Examples of Typical Tasks:

1. Plans, organizes, supervises and implements Activity Program Services of clinically sound activity therapy treatments from an assigned area of hospital or health care facility.
2. Coordinates and monitors ongoing performance of overall or specific portions of the treatment plans.
3. Provides leadership, guidance and clinical supervision, orientation and training to subordinate professional recreational therapy and support staff, volunteers, students and other hospital or health care facility staff.
4. Helps staff to recognize and deal with problems relating to patients, staff or ward routines, assists staff in recognizing own assets and to effectively use these assets and resources in their work with patients.

5. Insures that Activity Therapy treatment plans and progress notes are completed and current for patients and for assessing the quality of each patient's evaluation.
6. May participate in formulating patient treatment plans or may formulate patient treatment plans as a member of an interdisciplinary team.
7. Maintains communication with other disciplines and services.
8. Attends and contributes to departmental meetings and facility-wide training programs.
9. Participates in overall planning of a Therapeutic Activity program for the facility.
10. Maintains communication with community resources and research programs for patients' referrals.
11. Explores new developments within the field of Activity Therapy and works with staff in implementation of those applicable to their setting for reevaluation of ongoing programs. Applies new techniques and skills in a continuing effort to provide effective treatment modalities.
12. May select and order supplies and equipment and maintain functional operational level of equipment, supplies and work area.
13. May participate in departmental administration of recreational programs including budgetary expenditures and setting procedures.
14. Prepares reports, correspondence, and maintains records.

Qualification Requirements:

Assignment Level I

1. A baccalaureate degree from an accredited college including or supplemented by 18 credits in recreation, physical education, dance, fine arts, applied arts (including therapy) and 12 credits in psychology, social psychology, group work, group dynamics and/or related field; or
2. A baccalaureate degree from an accredited college and one year of full-time experience in planning, coordinating and supervising a recreation activities program in a hospital, health care or related facility; or
3. A satisfactory combination of education and/or experience equivalent to "1" or "2" above. However, all candidates must possess a baccalaureate degree.

Assignment Level II

In addition to meeting the requirements for Assignment Level I, Assignment Level II requires:

1. One year of full-time experience as described in two (2) above.

Assignment Level III

In addition to meeting the requirements for Assignment Levels I and II, Assignment Level III requires:

1. Three years of full-time experience as described in two (2) above.

REHABILITATION COUNSELOR

Purpose of Position:

Under supervision, guides the vocational rehabilitation of correctional institutional inmates or hospital patients with physical disabilities or impairment; performs related work.

Examples of Typical Tasks:

1. Selects, administers, scores, and interprets vocational aptitude and other standardized tests; prepares reports of test findings used for vocational and educational training of inmates or patients.
2. Reviews case records for information relating to occupational adjustments.
3. Interviews, orients and gives vocational guidance to patients or inmates in terms of the educational and occupational background, socio-economic condition, medical prognosis and test results.
4. Secures cooperation of public and private organizations and employers in the vocational training or placement of patients or inmates.
5. In the Department of Correction, participates at meetings of a classification Board which plans a treatment program for inmates.
6. Participates in conferences and consultations on programs to assist patients and inmates in solving problems resulting from hospitalization, institutionalization, disability or maladjustment.

7.Helps coordinate vocational programs in a hospital or correctional institution with educational, recreational and other non-medical services made available by community agencies.

8. Refers inmates or patients to other services in the correctional institution or hospital.

9. Observes the progress of referred inmates or patients in vocational training programs.

10. Prepares case summaries and progress reports; keep records. Assists in maintenance of an occupational information library.

11. Assists in in-service training programs

12. Applies pertinent federal state and local legislation.

Qualification Requirements:

1. A Masters Degree in vocational rehabilitation issued after completion of a two year course in an accredited college.

2. A Masters Degree or 30 credits of graduate study in vocational guidance, vocational rehabilitation, or related fields and one year of full-time experience in vocational guidance, medical or correctional rehabilitation, or

3. A satisfactory equivalent.

SENIOR REHABILITATION COUNSELOR

Purpose of Position:

Under general supervision, directly supervises Rehabilitation Counselors and other members of the therapeutic team in guiding the vocational rehabilitation program of patients with physical disabilities or impairment or clients with psychological problems affecting their job performance and social adjustment. Performs related work.

Examples of Typical Tasks:

1. Supervises Rehabilitation counselors and members of the therapeutic team.

2. Participates in program planning, coordinates programs, plans and conducts inservice training programs.

3. Develops and maintains relationships with community resources.

4. Reviews case records prepared by staff.
5. Assesses and evaluates the client's potential for vocational and social adjustment.
6. Implements and coordinates the treatment program.
7. Maintains case records.
8. Evaluates testing materials and administers psychological and vocational tests.
9. Consults with other units regarding procedures affecting rehabilitation services.

Qualification Requirements:

1. A Master's Degree in Vocational Guidance, Vocational Rehabilitation, Psychology or a related field from an accredited college after completion of a one-year course, plus two years of full-time, paid, professional experience, at least one year of which must have been with adults, in vocational guidance, vocational rehabilitation or psychological counseling or psychological testing acquired in the past fifteen years; or,
2. A satisfactory equivalent combination of education and experience. However, all candidates must possess a minimum of thirty graduate credits in Vocational Guidance, Vocational Rehabilitation, Psychology and/or related fields. All candidates must have at least one year of experience as described in (1) working with adults. A Master's Degree in Vocational Rehabilitation from an accredited college after completion of a two-year course will be accepted as meeting one of the two years of experience required in (1).