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NOT CIRCULATE

C O N T R A C T

BETWEEN:

MIDDLESEX COUNTY HOSPITAL FOR CHRONICALLY ILL
MIDDLESEX COUNTY WELFARE BOARD, MIDDLESEX COUNTY, NEW JERSEY

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL CIO

JANUARY 1, 1975 to DECEMBER 31, 1976

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ARTICLE I - PREAMBLE

This Agreement made and entered into this 15th day of

January 1975 between the Middlesex County Hospital for Chronically Ill,
Middlesex County Welfare Board (hereinafter called the "Board"), located at
Georges Road, North Brunswick, New Jersey 08902, and Communications Workers
of America, AFL CIO (hereinafter called the "Union"), located at 355 Chestnut
Street, Union, New Jersey 07083.

ARTICLE II - PURPOSE

The Board and the Union have entered into this Agreement for the
purpose of ~~establishing conditions under which employees, as hereinafter~~
~~defined, shall be employed to work for the Board and procedures for the~~
~~presentation and resolution of grievances, and for the purpose of regulating~~
the mutual relations between the Board and said employees with a view to
promoting and insuring harmonious relations and cooperation.

ARTICLE III - UNION RECOGNITION

The Middlesex County Welfare Board agrees to recognize the ~~Communications~~
~~Workers of America, AFL - CIO, as the sole and exclusive collective bargaining~~
representative of the employees in the following job titles: Practical Nurse, Hospital
Attendant, Cook, Senior Cook, Food Service Worker, Clerk Typist, , Building Service
Worker, Building Maintenance Worker, and Guard-Public Property.

ARTICLE IV - DUES CHECK OFF

The Board agrees to deduct the amount of monthly Union dues from
the pay checks of each employee who furnished a written authorization for
such deduction to the Board. Dues shall be such amount as may be certified
to the Board by the Union at least 30 days prior to the date on which the
deduction of Union dues is to be made. Deductions of Union dues shall be
remitted by the Board to the Union at the end of the calendar month in which

ARTICLE IV - continued

such deductions are made, together with a list of employees from whose pay such deductions were made. A duplicate copy of the list of employees shall be submitted to the Local President.

ARTICLE V - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.

B. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union, or any supplemental departmental regulations governing any phase of employee relationships, including matters relating to disciplinary action.

C. Where there is a grievance arising out of the interpretation of a Civil Service regulation, the grievance remedy should be solely through the administrative process provided for by the Department of Civil Service.

D. Grievance Procedure

1. (a) An employee having a grievance shall present it, in writing, on a form to be provided by the Board, to his immediate supervisor within ten (10) working days after the occurrence of the event from which the grievance arises.

(b) The written grievance shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy. An answer shall be given by the immediate supervisor within five (5) working days of the presentation of the grievance. The answer shall be submitted in writing. A copy of all grievances and answers shall be submitted by the immediate supervisor to the employee and the Supervisor of the Hospital, who in turn shall submit a copy to the Chief Union representative at the Hospital.

ARTICLE V - Continued

2. If the employee is not satisfied with the answer received, or if an answer is not received, the grievance, in writing, shall be signed by the employee and presented to the Supervisor of the Hospital or her designee within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Supervisor of the Hospital or her designee shall arrange a meeting with the employee to be held within five (5) working days of the receipt of the written grievance. ~~The employee may elect to have a Union representative present at the meeting. The Supervisor of the Hospital or her designee shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.~~

3. If the employee is not satisfied with the written answer resulting from the preceding step, or if an answer is not received, ~~the employee shall within five (5) working days following the expiration of the time period provided in the preceding step submit a written request to the Supervisor of the Hospital for a hearing of the grievance by at least two of the following persons: Freeholder C. F. Williams, County Adjustor Frank Moore, County Welfare Board Counsel Bernard Shihar, and Assistant County Welfare Board Counsel Gerald Gordon. The Supervisor of the Hospital shall schedule a meeting for the hearing of the grievance and shall advise the employee and the chief Union representative of the time, date, and place of the meeting not less than five (5) days prior to the scheduled meeting date. One of the four above-mentioned persons who has been a party to the hearing shall, within five (5) working days following the hearing, submit an answer in writing to the employee and the chief Union representative.~~

ARTICLE V - Continued

4. (a) If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may within five (5) working days following the expiration of the time period set forth in the preceding step submit a written request to the Hospital Supervisor to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and to the Union, who shall be selected from the list of the American Arbitration Association.

(b) ~~In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining of the American Arbitration Association respecting the arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union, and the employee, setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting of the Director of the Middlesex County Welfare Board and discuss the Arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.~~

(c) Should any party to the arbitration request a transcript, ~~the cost thereof shall be borne solely by the party requesting it. The~~ Arbitrator shall not have the power to alter, amend, add to, or revise any portion of this Agreement.

E. Saturdays, Sundays, and holidays as identified in this Agreement, shall not be considered working days in the computing of the time provided for in the foregoing.

ARTICLE V - Continued

F. Any written decision or written answer to a grievance made at any step which is not appealed by the employee to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon the employee.

G. Any employee shall be entitled to the assistance of one Union officer or representative in all steps of the foregoing grievance procedure, in addition to International representation. Any employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

~~H. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.~~

I. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

ARTICLE VI - SENIORITY

A. Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.

B. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.

ARTICLE VI - Continued

C. In the event of a phase-out or of a substantial reduction in the number of employees, every reasonable effort will be made on the part of the employer to re-locate employees with employment with County government. When the Board decides to reduce the number of employees, the employee or employees with the least seniority shall be laid off first, providing any employee changing job titles as a result of any action taken pursuant to this paragraph is qualified to perform the new job title.

D. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available.

E. As a matter of policy, the Board will endeavor to fill permanent job openings by promoting employees, if qualified, from the next lower rated job title in the bargaining unit. Seniority will be one of the factors to be considered for promotion, provided it is consistent with the Civil Service Regulations.

F. Vacation preference will be assigned in accordance with the employee's seniority. The employee, however, must indicate his vacation preference prior to May 1st preceding the vacation requested, in order for seniority to prevail.

G. The Board will establish a list of employees to be used whenever the need for rotation of assignment exists. This list will be used in a rotating manner. The Board will permit the employees' Union representative to examine the rotation book to record rotation of assignments. Any deviation of such assignment rotation will be made only in the event of an emergency or if the next scheduled employee on the rotation list is absent from employment that day. If the employee next scheduled for rotation is unavailable, the

ARTICLE VI - Continued

rotation will succeed to the next employee listed on the rotation schedule. The absent employee will then become the next scheduled employee in rotation.

ARTICLE VII - SALARIES AND WAGES

Effective 1/1/75 each employee hired prior to 1/1/75 shall receive a salary increase of 10% of base salary. Employees hired subsequent to 1/1/75 shall receive a salary increase of 10% of base salary upon completion of one year of continuous employment.

ARTICLE VIII - SICK LEAVE

Sick days shall be accrued at the rate of 1 day per month during the first year of employment and 1-1/4 days per month thereafter. Sick days may be accumulated indefinitely.

In the event that the present policy of the Middlesex County Board of Chosen Freeholders changes during the duration of this Agreement, the new policy will become effective for all employees of this Agreement upon date of change made by the Middlesex County Board of Chosen Freeholders.

ARTICLE IX - HOLIDAYS

Employees who work on Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, Election Day, and Veterans Day, shall be granted a compensatory day off of their choosing in place of the holiday worked.

Employees who work on Christmas, New Years, Memorial Day, July 4th, Labor Day or Thanksgiving Day, shall receive a day's pay in addition to time and one-half for all hours worked.

Employees who work Saturday or Sunday when scheduled to be off shall be paid at time and one-half for Saturday and double time for Sunday.

ARTICLE XIII - Continued

Every employee covered by this contract shall receive one (1) day bereavement leave in the event of the death of that employee's grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Such leave is not accruable, and must be taken within 10 days of the death.

ARTICLE XIV - MEDICAL INSURANCE

~~Each employee covered by this Agreement shall be covered by the Cross Blue Shield, Major Medical, Rider J and Dental insurance contracts in existence and any improved contracts presently in the process of negot~~

ARTICLE XV - SHIFT DIFFERENTIALS

~~Practical Nurses on the 3-11 shift shall receive an additional \$375.00 ye salary on a pro-rated basis.~~

~~Practical Nurses on the 11-7 shift shall receive an additional \$250.00 ye salary on a pro-rated basis.~~

~~Hospital Attendants on the 3-11 shift shall receive an additional \$208.00 yearly salary on a pro-rated basis.~~

~~Hospital Attendants on the 11-7 shift shall receive an additional \$104.00 yearly salary on a pro-rated basis.~~

ARTICLE XVI - UNIFORM ALLOWANCE

Each employee covered by this Agreement will receive a uniform allowance of \$1.90 a week for each week worked.

ARTICLE XX - CONTINUED

clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE XXI - LATE POLICY

The Union and the Board agree on the following procedure concerning employees who are late in reporting for their assigned starting time:

an employee who is not more than 10 minutes late will not be docked provided

- (a) he makes up the time at the end of his shift
- (b) he is not late more frequently than 25% of his regularly scheduled work days

The only exceptions to this procedure are genuine emergencies such as auto accident, highway blocked, etc. The burden of proof is on the employee.

ARTICLE XXII - CONTRACT PERIOD

~~This Agreement shall be in effect January 1, 1975 and shall remain~~
in full force and effect through December 31, 1976, with the following exception:
the subject of salaries and wages may be reopened for negotiations on January 1, 1976 upon written notification by either party. Such written notice must be given between October 1, 1975 and December 31, 1975.

Signed this 15 day of January, 1975.

FOR THE UNION:

Jean Fawcett
N.C.W. Rep.

Gloria Yatrofsky L.M.

FOR THE BOARD:

Mary J. Dempsey

Frank Moore

Mary L. Hollis, Director

PRACTICAL NURSE

DEFINITION: Under direction, performs sub-professional nursing tasks required in the care of patients in carrying out of medical orders, requiring an understanding of elementary nursing but not requiring professional nursing service; does related work as required.

EXAMPLES OF WORK: Performs such duties as are required in the care of patients in carrying out of medical orders, requiring an understanding of elementary nursing but not requiring any professional service involving the application of principles of nursing based on biological, physical, and social sciences in various medical areas, i.e., Psychiatry, Pediatrics, Surgery, and Public Health; takes oral, rectal, and axillary temperatures; observes character of and counts pulse and respiration; observes character of and measures urine, vomitus, and sputum; observes character of feces; assembles charts; collects specimens of urine, sputum, feces and/or vomitus; tests urine for albumin and/or sugar; gives oral medications under direct professional nurse supervision; applies and removes bandages, binders, and adhesive tape; checks census and counts patients in assigned unit or units; gives proper and custodial care to patients; bathes patients; prepares patients for meals; assists patients in maintaining personal hygiene; assists in quieting disturbed patients; keeps necessary records.

REQUIREMENTS:

1. ~~Graduation from high school, or vocational high school, or possession of an approved High School Equivalent Certificate, supplemented by training in practical nursing routines.~~
2. Licensed as a Practical Nurse in the State of New Jersey.
3. Considerable knowledge of practical nursing routines.
4. ~~Ability to assist in providing for the emotional and physical comfort and safety of patients; to observe, record and report to the appropriate persons symptoms, reactions, and changes of patients; to assist with the rehabilitation of patients; and to keep suitable records.~~
5. Good health and freedom from disabling physical and mental defects.

HOSPITAL ATTENDANT

DEFINITION: Under direction, performs non-professional nursing work involved in tending patients of a hospital; does related work as required.

EXAMPLES OF WORK: Checks census and counts patients in assigned unit or units; gives proper and necessary custodial care to patients; prepares patients for meals; bathes patients, giving special attention to care of nails and scalps and checking bodies constantly for vermin, bruises, rashes and other injuries or deformities; grooms patients going to activities or receiving visitors or being transferred or discharged or visiting home; in addition to tending patients, maintains good housekeeping in assigned unit or units; assists in changing patients' surgical dressings; escorts patients to dining, treatment, or recreation rooms; serves food to bed-ridden patients; assists patients in changing their clothing and in maintaining personal hygiene; assists in quieting disturbed patients; prepares bodies for the hospital morgue; may assist in the preparation and distribution of beverages to the various wards; may assist in the storing and distribution of supplies and in the cleaning of storerooms; may assist in the marking of patients' clothing; may be assigned to other hospital divisions for comparatively short periods for training purposes or to become acquainted with the various functions of the hospital; keeps needed records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems involved in performing non-professional nursing work involved in tending patients of a hospital.
3. Ability to be sympathetic but firm with patients.
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.

COOK

DEFINITION: Under direction, prepares and cooks food in large quantities; does related work as required.

EXAMPLES OF WORK:

Prepares and cooks food in large quantities; prepares soups, meats, vegetables, salads, and other foods; in addition to cooking, ~~bakes bread and/or pastries; checks or assists in checking food supplies, kitchen laundry and cleanliness of kitchen and food service equipment; keeps necessary records.~~

REQUIREMENTS:

1. ~~Formal or other education and training showing attainment of the level represented by graduation from high school.~~
2. One year of experience as a cook involving the preparation of a variety of food in large quantities.

~~Candidates who do not meet the high school requirement may substitute the above experience on a year for year basis.~~

3. ~~Some knowledge of the problems involved in cooking work and of the materials, methods and equipment used in preparing food in large quantities.~~
4. Ability to organize assigned work and develop effective work methods.
5. Good health and freedom from disabling physical and mental defects.

FOOD SERVICE WORKER

DEFINITION: Under direction, performs varied routine work involved in preparing and serving food and/or in cleaning food service facilities and equipment; does related work as required.

EXAMPLES OF WORK: Prepares fruit and vegetables for cooking; serves meals; waits on tables; delivers food to dining rooms; assists in receiving and storing food supplies, foods and food service equipment; ~~assists in preparing salads, desserts and beverages; prepares and delivers trays; washes, scrubs, polishes and cleans floors, walls, stoves, pots, pans, dishes, silverware and other food service facilities and equipment; cleans kitchen area and kitchen utensils and equipment; assists the cook by cutting, washing, or otherwise preparing food items for cooking; serves food at counter, at tables or from a hot food truck or on trays; prepares food items such as coffee, toast, eggs and juices; arranges dishes, cutlery, napkins and condiments on dining tables or on trays; gathers used dishes, cutlery and trays for washing, washes dining tables, washes and sterilizes dishes, cutlery and trays; procures items for cooks from the butcher shop, milk shed or storeroom; gathers and bags used aprons, napkins and table cloths and sends them to the laundry; washes kitchen and dining room floors and walls, washes and sterilizes cooking utensils and washes hot food trucks; carries garbage pails to disposal area and returns sterilized garbage pails to the kitchen.~~

REQUIREMENTS:

1. Ability to read and write English.
2. ~~Some knowledge of the problems, procedures, and methods of preparing and cleaning fruits and vegetables for cooking and of cleaning kitchen utensils and equipment.~~
3. ~~Ability to understand, remember and carry out oral and written directions, and to learn quickly from oral and written directions and from demonstrations.~~
4. Good health and freedom from disabling physical and mental defects.

BUILDING SERVICE WORKER

DEFINITION: Under direction, performs varied simple and routine tasks involved in the cleaning of buildings; does related work as required.

EXAMPLES OF WORK: Either working alone or as one of a group, washes and cleans windows and floors, polishes floors, dusts desks, tables, chairs, and other furniture; cleans business offices, cafeterias, living quarters, classrooms, halls, gymnasiums, auditoriums, hospital wards, lavatories and other buildings; empties ash trays and waste baskets; makes beds; sweeps and vacuums rugs; sees that clean towels, tissue and soap are available in bathrooms and restrooms; keeps simple records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems, procedures, methods, equipment, and supplies used in cleaning and washing windows and floors, in waxing and polishing floors, and in dusting desks, chairs, and other furniture.
3. Ability to understand, remember, and carry out oral and written directions, and to learn quickly from oral and written directions and from demonstrations.
4. Good health and freedom from disabling physical and mental defects.

BUILDING MAINTENANCE WORKER

DEFINITION: Under direction, performs varied simple and routine tasks involved in the cleaning and maintenance of buildings and grounds; does related work as required.

EXAMPLES OF WORK: Either working alone or as one of a group, washes and cleans windows and floors, polishes floors, dusts desks, tables, chairs, and other furniture; cleans business offices, cafeterias, living quarters, classrooms, halls, gymnasiums, auditoriums, hospital wards, lavatories and other buildings; burns trash in incinerators; polishes metal fixtures and trimmings; may tend low pressure boilers used to produce hot water and heat; tidies working areas by arranging equipment, materials, and articles in an orderly manner; deposits sweeping in trash cans; replaces burned-out light bulbs and services water coolers; in addition to cleaning and maintaining buildings; mows lawns, trims hedges, rakes and burns leaves and refuse, trims driveway and sidewalk edges using spades and hoes; in winter, shovels snow from driveways and sidewalks, and spreads sand, salt, or ashes on icy surfaces to prevent slipping; assists carpenters, electricians, painters, plumbers and steamfitters by carrying tools and materials, by placing and removing ladders, and by cleaning up after work has been done; keeps simple records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems, procedures, methods, tools, equipment, and supplies used in cleaning and washing windows and floors, in waxing and polishing floors, in dusting desks, chairs, and other furniture, and of making minor repairs to heating, electrical and other systems of varied types.
3. Ability to understand, remember, and carry out oral and written directions, and to learn quickly from oral and written directions and from demonstrations.
4. Good health and freedom from disabling physical and mental defects.

GUARD, PUBLIC PROPERTY

DEFINITION: Under direction, during an assigned tour of duty, patrols and protects designated buildings, grounds, and property from trespass, damage and theft and maintains orderly conditions within the area; does related work as required.

EXAMPLES OF WORK: Organizes assigned patrol work and develops effective work methods in accordance with established procedures; patrols and inspects assigned buildings and grounds and makes required reports; prevents fire, dumping of refuse, theft, and other damage to property and equipment; prevents unauthorized persons from entering and leaving the grounds and buildings; locks and unlocks gates, doors, and windows when so required; keeps simple records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some experience in work involving the safeguarding of property and/or persons.
3. Some knowledge of the problems involved in safeguarding buildings, grounds and properties covering a considerable area of space, of the procedures used in dealing with such problems, of the keeping of simple records, and of the making of reports of conditions noted and actions taken.
4. Ability to understand, remember, and carry out oral and written directions, to analyze simple problems, organize assigned work and develop effective work methods, to learn quickly from oral and written explanations and from demonstrations, to note significant conditions and take the proper action in accordance with the prescribed procedures, to report significant conditions noted and actions taken, and to keep simple records.
5. Good health and freedom from disabling physical and mental defects.

CLERK TYPIST

DEFINITION: Under direction, performs typing primarily but also performs routine, repetitive and other non-complex clerical work of a varied nature as a beginner at the entrance level of employment which includes a relatively small proportion of difficult tasks; does related work as required.

EXAMPLES OF WORK: Types a wide variety of materials from pencil copy, rough notes and detailed instructions such as correspondence, forms, memoranda, lists, reports, statements, certificates, payrolls, vouchers, purchase orders; opens, sorts, numbers, and distributes mail; addresses, stamps, and mails envelopes and other mail; sorts and files checks, cash stubs, vouchers, requisitions or other materials numerically, alphabetically or according to other predetermined classification; wraps packages for shipment by mail or express; assembles and staples materials for distribution; clips newspapers, periodicals, and printed releases and arranges clippings in suitable form as directed; fills in and checks form letters, circulars, and forms as directed; looks up needed information; maintains prepared mailing lists; gives routine information in person and over the telephone; tabulates simple numerical data; occasionally operates varied types of office machines and equipment; files papers, records, correspondence, memoranda, maps, tracings, property plans and other matter; pulls papers and folders from files as requested; answers the telephone and takes messages accurately; checks assigned reports, applications and other documents for correctness and completeness; refers errors and irregularities to superiors; sorts and counts various types of tickets and forms and checks tickets for expiration dates, endorsements and mutilations; collates and staples pages of reports, instructions and other duplicated materials; runs errands to deliver or pick up material; cuts stencils; maintains established records and files where selection and classification of data does not require difficult decisions and where procedures are routinized.

REQUIREMENTS:

1. Graduation from High School, or Vocational High School, or possession of an approved High School Equivalent Certificate, or any equivalency in education or experience.
2. Some knowledge of modern office methods, practices and equipment, and of performing routine, repetitive and non-complex typing work from varied types of copy.
3. Ability to understand, remember, and carry out oral and written directions.
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.

SENIOR COOK

DEFINITION: Under direction, performs the more responsible work involved in the preparation, cooking and serving of food in large quantities and takes the lead over assigned food service personnel; does related work as required.

EXAMPLES OF WORK: Prepares and cooks food in large quantities; assists in planning and constructing menus; takes the lead over assigned food service personnel; when so directed, requisitions supplies, equipment and utensils required in the kitchen; prepares soups, meats, vegetables, salads and other foods; in addition to cooking, bakes bread and/or pastries; keeps necessary records.

REQUIREMENTS:

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

2. ~~Two years of experience as a cook involving the preparation of a variety of food in large quantities.~~

3. ~~Considerable knowledge of the problems involved in cooking work and of the materials, methods and equipment used in preparing food in large quantities.~~

4. ~~Ability to organize assigned work and develop effective work methods and to take the lead over assigned food service personnel.~~

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.~~

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