

**THIS DOES NOT
CIRCULATE**

between the

UNION COUNTY WELFARE BOARD

and the

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Term: July 1, 1977 - June 30, 1978

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1979

RUTGERS UNIVERSITY

Edward W. Koerner

DEPUTY DIRECTOR

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PREAMBLE

This Agreement, effective the first day of July, 1977, is entered into by and between the Union County Welfare Board, 7 Bridge Street, Elizabeth, New Jersey (hereinafter referred to as the "Board") and the Communications Workers of America, AFL-CIO, 14 Commerce Drive, Cranford, New Jersey (hereinafter referred to as the "Union").

ARTICLE I. RECOGNITION

In accordance with the certification of the American Arbitration Association dated April 18, 1969, the Board recognizes the Union as the exclusive collective negotiations representative for: Income Maintenance Specialist, Income Maintenance Technician, Investigator, Social Worker, Social Work Specialist, Clerk, Addressograph Machine Operator, Clerk Typist, Receptionist, Telephone Operator, Clerk Transcriber, Clerk Bookkeeper, Clerk Stenographer, Key Punch Operator, Office Appliance Operator, Messenger, Senior Clerk Bookkeeper, Senior Clerk Stenographer, Senior Key Punch Operator, Senior Telephone Operator.

ARTICLE II. MANAGEMENT RIGHTS

It is the intention hereof that all of the rights, powers, prerogatives and authorities that the Board had prior to the signing of the Agreement are retained by the Board except those and only to the extent that they are specifically abridged or modified by this Agreement.

It is agreed that the above-recited management rights are not subject to the grievance procedures set forth in Article VI hereof.

ARTICLE III. UNION RIGHTS

A. A list of new employees, if any, in the bargaining units will be furnished to the secretary of the local Union within ten (10) days after appointment by the Board.

B. The Union will be allowed by the Board a period not to exceed fifteen (15) minutes to address all new employees.

C. The Union will be allowed by the Board, space on the present existing bulletin board for union notices and information.

D. Officers or delegates of the Union will be allowed by the Board to take a total not to exceed in the aggregate, fifteen (15) days per contract year to participate in Union conferences and conventions.

ARTICLE IV. DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, agrees to deduct from the second pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Board shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be \$6.00 per month, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

ARTICLE V. HOURS OF WORK

A. The normal work week from July 1, 1977, through June 30, 1978, shall consist of thirty-five (35) work hours per week, seven (7) hours per day and five (5) days per week.

The Director or his designee may stagger the lunch hour to meet the work load to be performed so that the public may be served.

The working day for employees may be varied or extended by the Director or his designee as the need arises. Compensable time in accordance with Ruling 11, which states when, by reason of the pressure of official business, an employee is authorized and required to work on a holiday, as indicated hereafter, or to work overtime, the employee is entitled to receive cash compensation for his/her overtime employment beyond thirty-five (35) hours in any given work week at a rate of 1-1/2 times the regular rate at which he/she is employed.

B. The parties to this Agreement recognize the desirability of caseworkers having scheduled time for the purpose of dictation and other necessary paperwork.

C. The Board or its designated representative shall have the option that all projects or surveys will be performed by Board personnel, on overtime if necessary, at the discretion of the Board consistent with the work load as it then exists.

ARTICLE VI. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" as used herein means a complaint by any employee that, as to him/her, there has been an inequitable, improper or unjust application, interpretation, or ^{contractual} violation of this Agreement.

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C. Presentation of a Grievance

The employee shall have the right to present his/her own appeal, individually or by an attorney, or to designate a Union representative to appear with him/her. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person; essential witnesses, if any, who are employees of the Welfare Board, and one Union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

- a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to his supervisor, within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

Step 2

- a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination by the supervisor.
- b. The Director of Welfare, or his representative, shall conduct a hearing within five (5) working days from the receipt of the complaint as follows:

- 1) A certified shorthand reporter engaged by the Board shall be present at the request of either party.
- 2) A stenographic record shall be made but not transcribed unless either party wishes such record to be transcribed, in which event that party shall bear the full cost.
- 3) In the event both parties desire copies, the cost shall be shared equally.

c. The Director shall render his decision on non-disciplinary matters within ten (10) working days. On disciplinary matters resulting in a suspension, the Director shall submit his decision or his findings of fact to the aggrieved person and the Board within ten (10) working days following the hearing.

Step 3

Should the employee disagree with the decision or findings of fact of the Director, or his representative, the employee may, within three (3) working days, submit to the Board a statement in writing and signed as to the issues in dispute. The Board shall, at its next regular meeting or a special meeting called at the discretion of the Board, review the decision or findings of fact of the Director together with the disputed areas submitted by the employees. The employees and/or the Union representative may request an appearance before the Board. The Board will render its decision within five (5) working days thereafter, and it shall be final for a non-contractual grievance.

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Step 4 - Fact Finding

- a. Should the aggrieved person be dissatisfied with the Board's decision, the Union has ten (10) working days in which to request non-binding fact finding. The fact finder shall be chosen from a list provided by P.E.R.C. (Public Employees Relations Commission).

However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event the employee elects to pursue Civil Service procedures, the fact finding hearing shall be canceled, the matter withdrawn from the fact finder. The Union shall pay whatever costs may have been incurred in processing the case to the fact finder.

- b. The fact finder's decision shall be in writing and shall set forth his finding of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.
- c. The costs for the services of the fact finder shall be borne equally by the Board and the Union. All other expenses incurred in connection with the fact finding shall be paid by the party incurring same.
- d. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

E. Union Participation in the Grievance Procedure

A minority organization shall not present or process grievances. The participation of the majority representative in the grievance shall be as follows:

Step 1

A shop steward may participate at the request of the employee.

Step 2

The local Union officer and/or international representative may participate at the request of the employee. In the event the employee does not request Union participation at the Hearing before the Director or his representative, the employee waives his right for Union participation for the remaining steps.

Step 3

Union representation ~~which~~ does not preclude its attorney.

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E. Union Participation in the Grievance Procedure

A minority organization shall not present or process grievances. The participation of the majority representative in the grievance shall be as follows:

Step 1

A shop steward may participate at the request of the employee.

Step 2

The local Union officer and/or international representative may participate at the request of the employee. In the event the employee does not request Union participation at the Hearing before the Director or his representative, the employee waives his right for Union participation for the remaining steps.

Step 3

Union representation which does not preclude its attorney.

ARTICLE VII. SENIORITY CONSIDERATIONS

A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

Seniority is defined as continuous unbroken service with the Employer, and will be given consideration by the Employer, with respect to promotions. Seniority shall be the controlling factor with respect to vacation time, layoffs and recall rights, subject to Civil Service rules and regulations.

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

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

All promotions and promotional policies are subject to the New Jersey Civil Service law, rules and regulations.

ARTICLE VIII. HOLIDAYS

The legal paid holidays, as specified under Ruling 11, and fixed by New Jersey Statutes, are as follows:

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

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Union County declares a holiday for county employees. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE IX. VACATIONS

- A. Full-time employees shall be granted vacation leave as follows:
1. One (1) working day for each month or major fraction thereof of employment during the first (1st) calendar year of employment.
 2. Twelve (12) working days after the first (1st) calendar year up to and including five (5) years of employment.
 3. Fifteen (15) working days after the first (1st) five (5) years of employment and up to and including the tenth (10th) year of employment; except that employees hired on or after July 1, 1976, shall be entitled to fifteen (15) working days after five (5) years of service through twelve (12) years of service.
 4. Twenty (20) working days after ten (10) years and up to and including twenty (20) years of employment; except that employees hired on or after July 1, 1976, shall be entitled to twenty (20) working days after twelve (12) years of service through twenty (20) years of service.
 5. Twenty-five (25) working days after twenty (20) years of employment.
- B. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.
- C. The Board may allow an employee to carry over vacation to the next succeeding calendar year only, subject to the County Welfare Director approving same based upon the pressure of work or for any other valid reason approved by the Director. The employee must request the vacation carryover no later than October 1.

ARTICLE X. BEREAVEMENT AND PERSONAL DAYS

During the first calendar year of employment, a full-time employee shall earn personal leave on the basis of one (1) day for every three (3) months of employment up to a maximum of three (3) days for the calendar year.

Full-time employees of the Welfare Board with one (1) year continuous service shall be entitled to a total of six (6) days leave per year with pay, in accordance with the following rules and regulations.

- A. Up to three (3) days leave of absence per calendar year with pay for time lost from work due to a death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, mother-in-law, father-in-law, or other relatives residing in the employee's household.
- B. Three (3) days leave with pay for religious holidays or personal business subject to the following:
 - 1) Requests for leave shall be made in writing and approved from the employee's immediate supervisor and Director in advance of the requested date or dates.
 - 2) Personal days must be taken as whole days or half days. No personal days may be taken as part of vacation.
- C. Leaves must be used within the calendar year and shall not be cumulative from year to year.

ARTICLE XI. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay shall be granted in accordance with Ruling 11 as follows:

- 1) Leaves without pay may be granted at the discretion of the welfare board or, in emergency situations, by the county welfare director to permanent or probationary employees for any reason considered justifiable by the welfare board, but not to exceed six months at any one time and not be in excess of one continuous year, subject to approval by the Division of Public Welfare and the Department of Civil Service. Employees shall not be granted leave to accept employment outside of the welfare board structure.
- 2) Temporary employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the welfare board, and such leave may not be consecutively renewed or extended.
- 3) In all cases, a letter of request from the employee, setting forth the reasons why leave is desired and the dates for the commencing and terminating of the leave shall be submitted to the county welfare board. No leave of absence without pay shall become effective without prior approval of the county welfare board.
- 4) Employees granted leave of absence without pay shall have annual sick leave and vacation leave credits each reduced at the same rate as earned.

- 5) Any permanent employee who enters the military or naval service including service in the United States Merchant Marines, or similar organizations, in time of war, either voluntarily or pursuant to law, or in time of peace pursuant to law, shall upon his or her request, be granted leave of absence for the period of such service and three months thereafter. In case of service-connected illness or wound, the employee shall be allowed three months after recovery to return to his position up to a maximum of two years after discharge. All rights, privileges and benefits formerly enjoyed and accrued during service are retained, with the exception of compensation.

ARTICLE XII. SICK LEAVE

The sick leave policy for employees of the Board shall be in accordance with Ruling 11.

Definition: Sick leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of one month following date of confinement), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the employee's household. A physician's certificate shall be required where duration of illness is five (5) consecutive work days or more for a single period.

- (1) Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter. Employees must be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for the reasons defined above and in accordance with established welfare board and/or established county policy. Employees resigning or terminating their services with the county welfare board shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a pro-rated basis. The unused portion of sick leave will be accumulated without limit.

(2) Part-time employees shall receive sick leave on a pro-rated basis subject to the provisions of Ruling 11, Part II, 5a(2).

(3) Seasonal employees may receive sick leave on a pro-rated basis of one (1) day per month of service or major fraction thereof for full-time employment.

ARTICLE XIII. MATERNITY LEAVE

A. An employee who becomes pregnant may be permitted to continue employment provided that such employee shall have submitted to the Board by the end of the fourth month of pregnancy, a statement from her physician stating the probable date of confinement and that she can safely continue to perform her assigned job. Such a physician's letter must be submitted monthly thereafter.

B. After delivery, an employee will be granted up to three (3) months leave of absence. Such leave may be extended for an additional ninety (90) days (or a total of six months after delivery), subject to medical certification, stated in writing and sent to the Board that the employee's health requires such additional leave. The Board reserves the right to require that such employees submit to a medical examination by a physician of the Board's choosing.

ARTICLE XIV. AUTOMOBILES

The Board shall make every effort to assure that automobiles furnished to caseworkers for use in the performance of the work duties shall be in a safe condition. Employees shall utilize assigned Welfare Board automobiles and are required to take notice of any defects in such automobiles and to bring the automobiles to the county garage for the necessary repairs or servicing. The employee shall prepare a brief report as to the repairs or servicing in the manner required by the Board.

ARTICLE XV. EDUCATIONAL ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the County Welfare Board as set forth in Ruling 11.

ARTICLE XVI. HOSPITALIZATION

A. It is agreed that in the event the Union County Board of Chosen Freeholders, during the term of this Agreement, shall implement for the benefit of all Union County employees a dental plan, a drug prescription plan and/or a prescription eyeglass plan, then the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the adoption and implementation of such a plan to be included in the terms of this Agreement. Any such provision shall be subject to the availability of funds.

B. It is agreed that in the event the Union County Board of Chosen freeholders, during the term of this Agreement, shall implement for the benefit of all Union County employees a disability protection plan, then the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the adoption and implementation of such a plan to be included in the terms of this Agreement. Any such provision shall be subject to the availability of funds.

Is this disability?

C. Effective during the term of this Agreement, employees may, at their own cost, enroll in a disability protection plan on a voluntary basis and said premiums shall be on a payroll deduction basis when individually authorized by the employees, provided such deductions are not contrary to the Statutes of New Jersey.

ARTICLE XVII. SALARIES AND COMPENSATION

<u>TITLE</u>	<u>RANGE NUMBER</u>	<u>SALARY RANGE</u>
Income Maintenance Specialist	18	\$11,365.20 - 15,341.55
Income Maintenance Technician	13	8,905.05 - 12,021.45
Investigator	18	11,365.20 - 15,341.55
Social Worker	18	11,365.20 - 15,341.55
Social Work Specialist	20	12,529.65 - 16,917.60
Clerk	03	5,467.35 - 7,378.35
Addressograph Machine Operator	04	5,740.35 - 7,746.90
Clerk Typist	05	6,027.00 - 8,136.45
Receptionist	05	6,027.00 - 8,136.45
Telephone Operator	06	6,328.35 - 8,548.05
Clerk Transcriber	06	6,328.35 - 8,548.05
Clerk Bookkeeper	05	6,027.00 - 8,136.45
Clerk Stenographer	06	6,328.35 - 8,548.05
Keypunch Operator	05	6,027.00 - 8,136.45
Office Appliance Operator	05	6,027.00 - 8,136.45
Messenger	06	6,328.35 - 8,548.05
Senior Clerk Bookkeeper	07	6,645.45 - 8,975.40
Senior Clerk Stenographer	09	7,327.95 - 9,893.10
Senior Keypunch Operator	09	7,327.95 - 9,893.10
Senior Telephone Operator	08	6,978.30 - 9,425.85

Effective July 1, 1977, or subsequent date of hire, all employees shall have their salaries adjusted step to step in their appropriate salary ranges in accordance with the revised Ruling 11 effective July 1, 1977. In addition, each employee

on the minimum step of the applicable salary ranges of the employee which shall terminate on June 30, 1978.

Those employees who are being paid on the basis of range 12 or below and who have at least one year of continuous service with the Board as of July 1, 1977, will receive a one-time cash payment of \$250.

In the event an employee is appointed to another classification, the salary differential, if applicable, shall be based on the minimum step of the salary range of the classification title to which he/she is appointed on the effective date.

shall receive, effective July 1, 1977, a salary differential of 5% based exclusively on the minimum step of the applicable salary ranges of the employee which shall terminate on June 30, 1978.

Those employees who are being paid on the basis of range 12 or below and who have at least one year of continuous service with the Board as of July 1, 1977, will receive a one-time cash payment of \$250.

In the event an employee is appointed to another classification, the salary differential, if applicable, shall be based on the minimum step of the salary range of the classification title to which he/she is appointed on the effective date.

ARTICLE XVIII. INCREMENTS AND CLASSIFICATION CHANGES

A. Effective July 1, 1977, all employees who are entitled to receive merit increment pursuant to Ruling 11 shall be paid such increment on the following basis:

- 1) An employee hired between January 2 and through April 1 will be eligible to receive an increment on April 1 of the following year;
- 2) An employee hired (or last promoted) between April 2 and through July 1 will be eligible to receive an increment on July 1 of the following year;
- 3) An employee hired (or last promoted) between July 2 and through October 1 will be eligible to receive an increment on October 1 of the following year;
- 4) Employees hired (or last promoted) between October 2 and through January 1 will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

B. Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in Paragraph A above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase.

If any employee is subsequently appointed to another title within one year with a lower salary range, the employee's salary will be reconstructed on the basis of the employee's previous employment record.

Any employee who is subsequently appointed to another title after one year with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned.

ARTICLE XIX. LONGEVITY

The present longevity plan will continue for those employees who were on the payroll as of December 31, 1972. Any employee hired after that will not be included in the longevity plan.

Longevity is based on the salary of the employee (limited to \$16,000.00) as of December 31 of the preceding year and is to be computed as follows:

8 years but less than 10 years of continuous employment -- 2% of his/her salary as of the determining date;

10 years but less than 15 years of continuous employment -- 4% of his/her salary as of the determining date;

15 years but less than 20 years of continuous employment -- 6% of his/her salary as of the determining date;

20 years or more -- 8% of his/her salary as of the determining date;

25 years or more -- 10% of his/her salary as of the determining date.

ARTICLE XX. SOCIAL WELFARE RESEARCH FOUNDATION

Employees, on a staggered basis, who are members of the Social Welfare Research Foundation will be granted leave with pay for one day to attend the Annual Conference sponsored by the Social Welfare Research Foundation, subject to approval by the Director of Welfare.

ARTICLE XXI. FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

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The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

ARTICLE XXII. SEPARABILITY AND SAVINGS

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

ARTICLE XXIII. DURATION

A. This Agreement shall become effective when all parties approve the Agreement and shall remain in full force and effect until June 30, 1978.

B. The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify, or amend the Agreement. Such notice shall be by certified mail prior to June 1, 1978, or October 1 of any succeeding year for which the Agreement has been renewed.

C. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1978, subject to the provisions of above.

D. This Agreement is subject to the review and written approval as to form and content by the Board of Chosen Freeholders of Union County and the State of New Jersey, Department of Human Services, Division of Public Welfare.

E. It is agreed that in the event the State of New Jersey, during the term of this Agreement, shall adopt legislation which shall be signed by the Governor concerning an Agency Shop, then the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the adoption and implementation of such an Agency Shop plan to be included in the terms of this Agreement.

IN WITNESS WHEREFORE, the parties have caused same to be executed by its
respective officers or agents on this day of , 1978.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

UNION COUNTY WELFARE BOARD

Edward A. Schultz
International Representative

Leda Perselay
Chairperson

Marva Armstrong

William Merritt
Secretary Treasurer

Claudia Cassaro

Mary Staton

Gregory Strong

Paul W. Kerner

DEPUTY DIRECTOR