

AGREEMENT

Between

BURLINGTON COUNTY WELFARE BOARD

BURLINGTON COUNTY, NEW JERSEY

and

COMMUNICATION WORKERS OF AMERICA

BURLINGTON COUNTY WELFARE BOARD

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PREAMBLE

This Agreement, effective retroactive as of January 1, 1974, for a period of two years is entered into by and between the Burlington County Welfare Board (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union").

The purpose of this Agreement is harmonious relations between the Employer and the Union, the Establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay; hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

In accordance with certification by the State of New Jersey Public Employment Relations Commission (Docket Number RO-54) the Welfare Board recognizes the Union as the exclusive collective negotiations agent for all employees excluding Director, Deputy Director, Chief Clerk, Supervisor of Administrative Services and other Supervisors within the meaning of the Civil Service and Employer-Employee Relations Act.

ARTICLE II

MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare.

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

ARTICLE III

DUES CHECK OFF

In accordance with Title 52:14-15.0a 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 first 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 10th day of the month following the month for which such deduction is made. Dues shall be \$5.00 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 IV

SENIORITY

Seniority which is defined as continuous employment with the Board from the date of last hire, will be given due consideration by the Welfare Board in accordance with Civil Service regulations.

In considering employees for promotion to job classifications having a higher rate of pay the Welfare Board will give due consideration to experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service Examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

ARTICLE V

HOURS OF WORK

The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.

Overtime work will be compensated for by the Board by granting cash compensation, at a rate of one and one half times the regular rate at which he is employed, for hours worked in excess of the normal work week. (Reference: Paragraph 4g (3), Part II Ruling 11).

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.

B. Definition

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

C. Presentation of a Grievance

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or to designate a Union representative or counsel to appear with him. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved 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. The aggrieved employee or the Union Steward at the request of the employee, shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

Step 2

a. In the event satisfactory settlement has not been reached the aggrieved employee, or Union Steward at the request of the employee, shall, in writing and signed, file the complaint with the Director of Welfare within five (5) working days following the determination at Step 1.

b. The Director of Welfare, or his designee, shall render his decision in writing, to the aggrieved, within ten (10) working days after the receipt of the complaint.

Step 3

Should the aggrieved disagree with the decision of the Director, or his designee, the aggrieved employee or Union Steward at the employee's request, may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event, the aggrieved files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the aggrieved. The aggrieved and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed.

Step 4

substitute step 4

Should the aggrieved be dissatisfied with the Board's decision, such person has ten (10) working days in which to request arbitration. The arbitration hearing shall be scheduled as soon as possible after the final decision by the Board. In the event, the employee elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled, the matter withdrawn from arbitration and the Union shall pay whatever costs may have been incurred in processing the case to the arbitrator. The arbitrator shall be jointly agreed upon from a list of arbitrators furnished by the American Arbitration Association. If the selection of an arbitrator cannot be agreed upon by both parties the American Arbitration Association will make the final selection of the Arbitrator.

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E. The Union participation in the Grievance Procedure shall be as follows:

Step 1

A Union Steward may participate at the request of the employee.

Step 2

The Local Union Officer, International representative, or both may participate at the request of the employee.

Step 3 & 4

Union representation does not preclude representation by an attorney..
A minority organization shall not present or process grievances.

F. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power of authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.

G. The costs for the services of the fact finder shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring same.

H. The costs 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.

* I. When Binding Arbitration is approved in any other Welfare Board Agreement, that language pertaining to the Binding Arbitration shall supersede the Fact Finding (Step 4).

*Language
changed*

ARTICLE VII

INTAKE UNIT

There will be a total of three Welfare Aides assigned to this unit, one of which will be responsible for screening new welfare applicants. The assignment of screening duties will be determined by the Welfare Director.

ARTICLE VIII

HOLIDAYS

The legal paid holidays, as specified under Ruling 11 of the Department of Institutions and Agencies, Division of Public Welfare and fixed by New Jersey Statutes are as follows:

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

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday.

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 Burlington County declares a holiday for all County employees.

ARTICLE IX

SICK LEAVE

A. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established Welfare Board and/or established County policy.

3. Permanent employees shall be authorized to receive their entitled sick leave at the beginning of the calendar year.

B. Temporary Employees

Temporary employees shall be granted sick leave with pay on the basis of one (1) day sick leave for each full month of service or major fraction thereof. Sick leave may be taken by temporary employees not exceeding the amount earned. Temporary employees will be permitted to accumulate sick leave without limit. Temporary employees becoming permanent during the year will continue to accumulate sick leave at the rate of one (1) day sick leave for each full month of service or major fraction thereof for the remainder of that year and will thereafter be granted fifteen (15) days annual sick leave thereafter the same as set forth for permanent employees.

C. Permanent and Temporary Employees

1. Sick leave for absences of long duration must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.

2. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 9:00 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) days consecutive sick leave.

3. All sick leaves are subject to Administrative and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

4. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

ARTICLE X

LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay may be granted, at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

B. 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 the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate earned for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

ARTICLE XI

VACATION LEAVE WITH PAY

A. Permanent Employees shall be granted up to one year of service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working days' vacation; after ten years and up to fifteen years of service, fifteen working days' vacation; after fifteen and up to twenty years of service, twenty working days' vacation; and after twenty years of service, twenty-five working days' vacation. Additional vacation days based on years of service are granted January 1st in the calendar year of the anniversary.

When in any calendar year the vacation or any part thereof is not granted by reason of pressure of work, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

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. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation leave upon request of the employee and approval by the Board may be carried into the following year but no further.

D. When vacation requests conflict, the senior employee shall be given preference of vacation time providing it does not interfere with the proper administration of the agency and will be discretionary with the Director.

ARTICLE XII

MATERNITY LEAVE

Employees covered by this Agreement who are entitled to maternity leave will be granted such leave upon request. Request for such leave will be made in writing to the Welfare Director. Notification of the pregnancy shall be given to the Welfare Director not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

Maternity leave shall not be granted beyond one year.

Maternity leave, with pay, shall not be granted beyond one month after termination of pregnancy.

ARTICLE XIII

EDUCATION BENEFITS

All permanent Welfare Board employees shall be entitled to reimbursement for not more than 6 credit hours per school year for courses in job related areas, to the extent of one fourth ($\frac{1}{4}$) of the tuition. All employees must show proof of enrollment and upon completion of the course must show successful proof of completion to receive reimbursement.

ARTICLE XIV

INCOME MAINTENANCE PROTECTION

The employer will provide an income maintenance protection plan as and when such a plan is made available for employees of Burlington County, upon the same terms and conditions as made available to county employees, and provided further that employees of employer are included under any such group income maintenance protection plan adopted by the county.

ARTICLE XV

HEALTH INSURANCE COVERAGE

1. The Welfare Board agreed to pay for the full cost and provide coverage for eligible employees and their immediate families, in accordance with the definition of the insurance carrier, for Blue Cross and Blue Shield Plans of New Jersey and a major medical benefit underwritten by the Prudential Insurance Company of America, in accordance with the New Jersey Public and School Employees Plan.

Coverage for employees will be provided from the first day of the month following the date of two (2) months of continuous service with the employer.

2. Basic single coverage indemnity schedule B of the N.J. Dental Service Plan Inc. will be paid by the Burlington County Welfare Board. Family coverage is optional which shall be through a contributory payroll deduction plan.

3. It is further agreed that subject to the availability to be provided by the new Burlington County Health Department, the employer shall:

a. Provide the opportunity for each employee to receive an annual physical examination, at such county health facility, on a voluntary basis, at a time or times scheduled by the Burlington County Welfare Board.

b. Institute a voluntary immunization program, at such county health facility to cover TB testing, sickle-cell anemia, flu, polio and any other job related contagious disease to which the employee may be exposed. Approval for immunization will be granted by the Director.

ARTICLE XVI

PERSONAL LEAVE

Three days personal leave are authorized after one year of continuous service, for personal business which can only be attended to during regular business hours. Requests for personal leave, shall be submitted 24 hours in advance to the immediate supervisor for approval. An employee may take no more than two half days in the three authorized days.

ARTICLE XVII

BEREAVEMENT LEAVE

All employees shall be entitled to 3 days leave with pay for death in the immediate family. The immediate family shall be defined as spouse, child, brothers, sisters, parents and parents-in-law.

ARTICLE XVIII**ANNUAL EVALUATIONS**

The annual employee evaluations will be made in compliance with 4:1-20-2 Title 4, NJAC.

ARTICLE XIX**VOLUNTARY SAVINGS BOND PLAN**

Employees may enroll in a voluntary payroll deduction Federal Savings Bond Plan.

Applications for enrollment will be made available through the Bookkeeping Department.

ARTICLE XX**ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS**

1. Individual notices of each promotional examination and an application form shall be provided by the Department of Civil Service and through the Welfare Board to each employee eligible for admission to such examination.
2. Notices of examinations shall include:
 - a. The title of the class for which the examination is to be held;
 - b. The salary rate or range;
 - c. A reference to duties and responsibilities;
 - d. Established minimum qualification requirements for admission of applicants;
 - e. The parts and respective examination weights;
 - f. Information concerning the filing of applications.
3. All existing vacancies shall be posted on the appropriate employee's bulletin board for a period of five (5) working days.

ARTICLE XXI

TEMPORARY JOB REPLACEMENT

In the event an employee is required to leave employment because of maternity, educational leave, prolonged illness or other long term authorized leave of absence, a qualified replacement will be provided to maximum extent possible to perform the duties of the above absent employee.

Replacement for employee on prolonged illness will commence after an employee has been ill for 5 consecutive work days and shows a prognosis of illness anticipated beyond one month. The employer will endeavor to develop a list of qualified substitutes to satisfy the provisions of this Article.

ARTICLE XXIITRAINING

The employer agrees to hire a qualified Training Supervisor to conduct on-going training of newly appointed case workers and welfare aides.

The employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.

Time will be allocated at training session of all new employees for an authorized CWA representative to explain the contents and benefits of a CWA negotiated agreement and to discuss benefits of the CWA affiliation not to exceed 30 minutes.

ARTICLE XXIIIRECLASSIFICATION OF POSITIONS

In those positions which require the use of transcribing equipment, the position of Clerk Transcriber will be established and utilized.

The rate of compensation shall be one Range higher than that of Clerk Typist.

The current structure of the Welfare Board reflects a maximum of seven (7) transcriber positions. The appointment and effective date of these positions will be determined by the Director.

ARTICLE XXIVRECAPITULATION OF LEAVE

The Board will issue a semi-annual recapitulation of accrued sick and vacation leave to each employee during the months of January and July on an individual basis.

ARTICLE XXV

COMPENSATION

A. The salaries and stipulations contained in this Article are based on the thirty-five (35) work week, 7 hours per day, 5 days a week.

B. During the term of this Agreement, employees covered by this Agreement shall be compensated as follows:

1. The entrance salary shall be the minimum salary of the range. In addition there shall be seven steps which shall include the maximum rate as established in Plan B (Revised) effective 7/1/73,

Ruling Number 11, Department of Institutions and Agencies.

IMMEDIATE
SPURRY NEGOTIATION REORDER ON PLAN B (REVISED) EFF. 7/1/74
All employees who have completed at least one year of continuous

employment and whose anniversary date is between January 1 and April 1 shall receive an increment on April, those whose anniversary date is between April 2 and July 1 shall receive an increment on July 1, those whose anniversary date is between July 2 and October 1 shall receive an increment on October 1, those whose anniversary date is between October 2 and December 31 shall receive an increment on December 31.

Anniversary date is defined as the current initial date of hire, regardless of classification, by the Welfare Board.

<u>TITLE</u>	<u>RANGE #</u>	<u>SALARY RANGE</u>
Case Worker	16	8,657 - 11,688
Investigator	16	8,657 - 11,688
Welfare Aide	11	6,783 - 9,156
Social Service Aide	4	4,820 - 6,507
Administrative Secretary	15	8,245 - 11,129
Head Clerk Bookkeeper	15	8,245 - 11,129
Principal Clerk Bookkeeper	11	6,783 - 9,156
Senior Clerk Bookkeeper	7	5,580 - 7,533
Senior Clerk Typist	9	5,259 - 7,210
Principal Clerk	11	6,783 - 9,156
Head Clerk	15	8,245 - 11,129
Building Maintenance Worker	4	4,820 - 6,507
Stock Clerk	5	5,061 - 6,832
Clerk Typist	5	5,061 - 6,832
Clerk Bookkeeper	5	5,061 - 6,832
Clerk Transcriber	6	5,314 - 7,176
Receptionist	5	5,061 - 6,832
Account Clerk	5	5,061 - 6,832

3. Under the provisions of NJAC 4:1-7.1, Title 4, strict alignment of compensation and job performed shall be adhered to, including provisional and/or temporary appointments to a higher position vacancy.

C. Salaries depicted in Ruling 11 Plan B (Revised 7/1/74) can be reopened for negotiation at any time for the period July 1, 1974 through December 31, 1974. This clause does not limit additional negotiations for reopeners pertaining to 1975 salaries.

ARTICLE XXVI

LONGEVITY

Longevity Pay will be given each December 1st in a separate check to all classified permanent Civil Service employees with more than five years continuous full-time service on that date based upon date of permanent appointment.

5 years	1%
10 years	2%
15 years	3%
20 years	4%
25 years & over	5%

Any person retiring during course of year will receive longevity on a monthly prorated basis. The same procedure will be followed in the case of death.

ARTICLE XXVII

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

- A. Union delegates will be afforded leave with pay to attend the following conferences or conventions:
1. Annual International CWA Convention
 2. District I CWA Conference
 3. State CWA Conference
 4. Legislative International CWA Conference
 5. State Legislative International CWA Conference
 6. District I Council of Public Employees
- B. Written notice, from the Union, of the authorization of delegates to utilize such leave time shall be given to the Board at least twenty-one days in advance of the date or dates of such convention.

C. Leave will be granted to not more than three (3) delegates at any one time who are authorized by the President or the Executive Director of the Union, and shall be limited to an aggregate total of twenty (20) days of paid leave in a one year period and five (5) days of paid leave for any single conference or convention for any individual except in the case where special approval of an exception may be granted by the Welfare Board.

D. Leave not utilized in any period shall not be accumulated except that where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of five (5) days may be carried over into the succeeding year period exclusively for the annual CWA National Convention or for other approved special meetings.

E. In addition leave of absence without pay may be granted to any employee desiring to attend at his own expense not exceeding five (5) days for any single conference or convention.

ARTICLE XXVII

EARLY CLOSING FOR INCLEMENT WEATHER

In the event of inclement weather employees may be dismissed early at the discretion of the Director and/or his authorized Representative.

ARTICLE XXIX

MILEAGE

Whenever an employee is required to use his privately owned automobile for work assignment, the employee shall be compensated at the rate of 14¢ per mile.

ARTICLE XXX

TERM OF CONTRACT

This Agreement shall become effective, retroactive to January 1, 1974, and continue in effect until December 31, 1975, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes of termination shall notify the other party in writing of that fact prior to October 1 in the year prior to the proposed date of change or termination, and after notification negotiations shall commence. During the term of this two (2) year agreement, it is agreed that, subject to the notification procedures above, this Agreement may be reopened for the 1975 calendar year for the purpose of discussion and negotiation of the following items only: 1. Salary, 2. Educational Benefits, 3. Disability Plan, and 4. Mileage.

ARTICLE XXXI

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment set forth in this Agreement.

April 10, 1975

Addendum to 1974-75 Contract Between Communications Workers of America-AFL-CIO and Burlington County Welfare Board of Burlington County, New Jersey

1. Article XXV - Compensation - is amended as follows:

The salaries as reflected in Article XXV shall be amended so that the respective titles and in salary ranges shall be those in salary guidelines of Ruling 11, effective July 1, 1974. The employee in addition shall receive regular salary increases as enumerated in Article XXV.

- b. 1. This salary increase shall be retroactive to July 1, 1974.

2. Article XXIX - Mileage - is amended as follows:

Whenever an employee is required to use his privately owned automobile for work assignment, the employee shall be compensated at the rate of 14¢ per mile. If the State raises this rate, the County Welfare Board will raise their portion directly and immediately.

IN WITNESS WHEREOF the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 10th day of April 1975.

COMMUNICATIONS WORKERS OF AMERICA

BY: Gloria Williams
Gloria Williams
International Representative

BY: David Pierson
David Pierson
President CWA Local 1086

BURLINGTON COUNTY WELFARE BOARD

BY: Mary S. Gager
Mary S. Gager
Board Chairman

BY: Robert F. Gallagher
Robert F. Gallagher
Director of Welfare