

Contract Between

**The Communications Workers of America
AFL-CIO, Local 1037**

CWA

LOCAL 1037

and

Bergen's Promise

January 1, 2021 through December 31, 2022

CONTRACT

BETWEEN

THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1037, AFL-CIO

AND

BERGEN'S PROMISE, INC.

January 1, 2021 through December 31, 2022

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PREAMBLE

THIS AGREEMENT is made as of the 1st day of January 1, 2021, between the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1037, AFL-CIO, hereinafter referred to as the “Union,” and Bergen’s Promise, Inc., hereinafter referred to as the “Employer,” has as its purpose the effectuation and continuation of harmonious relations between the Union and the Employer.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, the parties agree as follows:

ARTICLE 1 – RECOGNITION

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of all full-time and part-time workers employed by Bergen’s Promise, including, Care Managers, Certified Wraparound Coaches, Administrative Assistants, Receptionists, Coordinators, and Operations Assistants.
- B. This Agreement shall not apply to any Care Manager Supervisors; Quality Assurance Directors; Office Manager/Executive Assistants, Confidential Administrative Assistants, Chief Financial Officers, Chief Executive Officers; Clinical Directors; Guards; Supervisors as defined by the Act; Human Resources Assistants and/or Finance/Accounting Assistants employed or otherwise engaged by the Employer.
- C. While the Employer may use temporary or per-diem workers to fill in for bargaining unit workers, the employer agrees it will not use this provision to erode bargaining unit work. Any temporary or per-diem worker filling in for a bargaining unit employee on leave may remain in the position for the term of the approved leave. Any temporary or per-diem worker who is not filling in for a bargaining unit employee on leave will only remain in that position for up to ninety days unless otherwise agreed by the Union and the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

- A. Except as otherwise provided in this Agreement, the Employer retains the exclusive right to hire, direct and schedule the workforce; to plan, direct and control operations; to discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to layoff Employees in accordance with the provisions of this Agreement; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether the same causes a reduction in the working force; and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

- B. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum youth and family care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives. Management shall provide the Union with a copy of any changes to the statutory, regulatory, and contractual requirements imposed by the State of New Jersey, Department of Children and Families in order to mutually review and implement the above requirements consistent with this Agreement.

- C. There shall be no individual agreements between Employees and Employer. This Agreement contains the full understanding of the topics negotiated between the parties and cannot be modified except by written agreement.

ARTICLE 3 - UNION RIGHTS

A. Access

1. The Employer agrees to provide the Union with pre-scheduled access to its facilities for the purpose of conducting onsite meetings on non-work time, in appropriate designated areas. Such access will be pre-approved by the Chief Executive Officer, or designee, and the Shop Steward, or Bargaining Unit Union designee, will reserve the meeting space according to Agency policy. Use of the Agency's Outlook Calendar may be used to schedule such meetings.
2. During new worker training and/or orientation sessions, the Union shall be afforded access to make a 30 minute presentation to new employees about the Union and to sign up new workers as members and for other Union activities. Such presentation will be pre-scheduled collaboratively between the Union and Employer. Use of the Agency's Outlook Calendar may be used to schedule such meetings.
3. Within 14 days of from the date of hire, the Employer shall notify the Union in writing of the name, home address, personal email address, cell phone number, position, work location, salary, and date of hire for all new workers.
4. The Employer will provide the Union with a bulletin board in the lunchroom, for the exclusive use of the Union to post information about relevant union business.
5. Workers may distribute union literature and materials and meet and discuss Union business during non-work time.
6. Workers may use the Employer's voice mail and telephone system to communicate with each other and CWA regarding union matters. The Union may contact its Shop Steward and/or alternate Shop Steward via the Employer's email system to

communicate with each other regarding union matters. It is understood that email and voice communication are not private.

B. Shop Stewards and Union Leave

1. The Union shall have the exclusive right to designate a Shop Steward and an alternate Shop Steward at the work location. Shop Stewards may represent workers in all matters arising under this Agreement. Shop Stewards shall be given reasonable time off from their regular work-time to investigate and process grievances on prior notice in writing to the Employer, including but not limited to the Chief Executive Officer.
2. During the first year a worker is designated as a Shop Steward, s/he shall be provided with two (2) days of paid time off to attend the Union's scheduled Shop Steward training.
3. Shop Stewards shall be permitted to attend 1 day of the Union's annual shop steward conference on paid leave time, with advance notice in writing to the employer.
4. The Union shall be provided with 2 additional paid union release days for Shop Stewards or other members to participate in scheduled Union activities, with advance notice in writing to the employer.

C. Information

Workers shall be provided access to their personnel files within two (2) business days upon request and notice to the Employer. The Union shall be provided access to the worker's personnel files within two (2) business days upon notice to the Employer, provided the Employee has signed a release giving the Union permission to review their file. The Employer will provide the Employee and/or the Union with the opportunity to copy any information included in a personnel file. The Employer reserves the right to redact

confidential and/or HIPAA protected information from an Employee's file prior to inspection and/or copying.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Purpose

1. It is agreed that this procedure will be used by the parties in good faith for the purpose of securing equitable solutions to the problems that arise under this Agreement.
2. Settlements shall not add to, subtract from, or modify any terms of this Agreement.

B. Definition

1. A “grievance” under this Article is a claim or allegation that there has been a breach, misinterpretation or improper application of the terms of this Agreement.

C. General Procedures

1. Grievances shall be resolved exclusively by the procedures in this Agreement. All grievances must be presented through the Union.
2. There shall be no loss of pay for employees for time spent during grievance meetings or hearings as a grievant or a witness.
3. The time limits specified herein may be amended only by mutual agreement in writing. All references to days in this Article are to calendar days.
4. It is encouraged, when possible, that the Union and the Employer attempt to informally resolve any matter that may lead to a grievance.

D. The Grievance Resolution Procedure

1. Step One

- a. A grievance must be initiated within thirty (30) days from the time of an alleged incident giving rise to the grievance, or from such time that an informal resolution has not been reached, as stated in C.4 above.

- b. A grievance is initiated when a worker gives their supervisor a memo explaining what is being grieved and the remedy sought, or when the Union files a grievance directly with the Employer's Chief Executive Officer.
- c. Within ten (10) days of the filing of the grievance, the Chief Executive Officer or their designee, will convene to meet in a good faith effort to resolve the dispute. Prior to such meeting, and upon request of the Union, the Employer shall provide the Union with any information reasonably necessary for the adequate representation of the employee. Within ten (10) days following the meeting, the Director or their designee shall issue a written decision sustaining or denying the grievance. All step one decisions will be served upon the Union.

2. Step Two – Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at step one, the grievance may be moved to arbitration by the Union within thirty (30) days of the step one decision.
- b. Should the Union wish to move a grievance to arbitration, the Union shall notify the Employer in writing and an arbitrator shall be selected from the American Arbitration Association.
- c. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.
- d. The arbitrator shall hear the matter and make a decision that shall not modify, add to nor subtract from the terms of this Agreement. The decision shall be rendered within thirty (30) days of the hearing.

- e. The cost of the arbitrator and their expenses shall be borne equally by both parties. Each party shall pay its own expenses in connection with the arbitration.
- f. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants, to the extent permitted by and in accordance with applicable law.
- g. The Unions decision not to appeal a grievance to arbitration will be deemed an abandonment of the grievance, which shall be final as to the interests of the grievant and the Union.

E. Discipline and Disciplinary Grievances

1. Definition

- a. Discipline shall only be imposed for Just Cause.
- b. A Disciplinary action is a written warning, any suspension or demotion, or termination from employment.

2. Right to Union Representation

- a. A Worker shall be notified of any investigative disciplinary interview and will be provided a reasonable opportunity to obtain union representation.
- b. If a shop steward or alternate shop steward is not available to provide union representation during such an investigatory disciplinary interview, the employer shall make reasonable efforts to allow for other union representation.
- c. In no case shall an investigatory disciplinary interview be unduly delayed due to the unavailability of union representation.

3. Notice of Discipline

- a. The Employer has 30 days from the time of an occurrence, or from the time the Employer should have reasonably known of the occurrence, to impose Discipline for Just Cause.
- b. A worker shall be provided with a written notice of disciplinary action, which states the discipline that is being imposed, and an explanation of the incident or incidents which led to the discipline.
- c. The Notice of Discipline and all documents shall be forwarded to the Union no later than 2 business days from the time they were served on the worker.

4. Disciplinary Appeals

- a. Discipline shall be appealed through the Grievance Procedure.

ARTICLE 5 - RESPECT & DIGNITY

- A. The Employer and the Union recognize that it is in the best interests of both parties, the employees and the youth and families served by the Employer, that all dealings between them be characterized by mutual respect and dignity.
- B. To ensure that the relationship between the Employer and the Union continues and improves, the parties and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit.
- C. All company property and areas such as offices, desks, files, lockers, and work spaces, etc. are provided to employees for business purposes and are considered the Employer's property. Therefore, the Employer reserves the right to search all such property or areas anywhere on Employer's property at any time and without notice. While on Employer's property, employees may only use locks provided by the Employer. Use of personal locks is prohibited. Duplicate keys to all locks will be kept. If an employee has privacy concerns about any personal materials or property, those materials or property must not be brought or stored at work.
- D. At the request of either party, there shall be a meeting of Union representatives and Management representatives, as designated by each party, devoted to employer/employee relations, health and safety matters, and other work-related issues. The party requesting the meeting shall submit an agenda prior to such meeting. Such meetings shall not be construed as re-opening bargaining under this Agreement, or as re-negotiating any issues under this Agreement.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

Since the procedures within this Agreement provide for the peaceful settlement of all disputes arising under its terms, there shall be no strike, concerted walkout, picketing, concerted refusal to report to work, concerted slowdown or any other concerted interruption of work by the Union or by any employees during the term of this Agreement. The Employer agrees not to lock out any employees during the term of this Agreement. Furthermore, it is understood that no Union officer, representative, or agent may authorize, encourage, or assist in any concerted picketing, strike, or concerted work stoppage in or at the Employer's facility or on any premises of the Employer, nor will the Union or its officers, representatives, or agents participate in, counsel, or induce any concerted interruption of work. It is further understood that any employee who participates in a violation of this Article shall, in the sole discretion of the Employer, be subject to discipline, up to and including immediate discharge.

ARTICLE 7 - HOURS OF WORK

- A. The normal work week shall consist of thirty-five (35) hours within five (5) days in a given week.
- B. Lunch: The work schedule shall provide for one hour unpaid lunch. Workers on a lunch break shall be free of work responsibility and/or youth and family interaction.
- C. Additional Hours Worked
 - 1. Employees covered by this Agreement who work between thirty-five (35) and forty (40) hours during a normal work week, with prior Employer approval, shall be entitled compensation at their regular hourly rate for any such time actually worked, in compliance with federal law. All employees hired on or before June 20, 2018, will have the option of continuing either the flex time program or receive a fifth (5th) personal day as outlined in Article 13.A. Once opted-out of the flex time program, an employee cannot re-enter the program. Employees who qualify for the flex time program may opt out of the program within the first two (2) full weeks of each new calendar year. Employees hired after June 20, 2018 do not qualify for the flex time program.
 - 2. Employees covered by this Agreement who work more than forty (40) hours in a normal work week, with prior Employer approval, will be compensated at the rate of time and one-half for any such time actually worked.
 - 3. All employees shall be subject to time auditing, paperwork review, and other investigation by the Employer to determine the validity and accuracy of timesheets and other documentation submitted to the Employer including but not limited to the purpose of determining the validity of flex time and overtime requests, and insuring compliance with all applicable laws, regulations, and contractual provisions.

4. Workers shall be available for a reasonable amount of work longer than thirty-five (35) hours in a normal work week if requested by the Employer to meet the needs of the families served by the Employer.
5. The Employer shall make a good faith effort to be fair and flexible regarding work scheduling to meet the needs of the families served, the Employer, and the Employees. The Employer shall not adjust an employee's work hours for the sole purpose of reducing overtime.

ARTICLE 8 – HOLIDAYS

A. 1. All full time workers covered by this agreement shall be granted a holiday with pay

for the following days:

New Years Eve (half day)
New Years Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving
Day after Thanksgiving
Christmas Eve (half day)
Christmas

2. Part time workers covered under this agreement shall be eligible for a pro rata portion of paid holidays provided they are regularly scheduled to work on said holidays.

B. Should a holiday fall on a Saturday, the holiday shall be observed on the preceding Friday.

Should the holiday fall on a Sunday, it shall be observed the following Monday.

ARTICLE 9 - UNION SECURITY AND UNION DUES

Section 1. All employees covered by this Agreement who are on the active payroll as of the effective date of this Agreement, but who are not members of the Union, shall either: a) become members of the Union within thirty (30) days after the effective date of this Agreement; or b) pay a representation fee to the Union in lieu of dues, initiation fees and other assessments not to exceed 85% of the periodic dues applicable to Union members. The Union shall comply with all legal requirements governing the assessment, collection and use of representation fees.

Section 2. All employees covered by this Agreement who are hired after the effective date of this Agreement shall either: a) become members of the Union within thirty (30) days following the beginning of such employment; or b) pay a representation fee to the Union not to exceed 85% of the periodic dues applicable to Union members as set forth above in Section 1.

Section 3. Upon receipt of a signed check off authorization from an employee covered by this Agreement who is a member of the Union, the Employer shall, pursuant to such authorization, deduct from the wages due said employee biweekly, for remission to the Union, regular dues and initiation fee, as fixed by the Union. Upon receipt of a signed check off authorization from an employee covered by this Agreement who is not a member of the Union, the Employer shall, pursuant to such authorization, deduct from the wages due said employee biweekly, for remission to the Union a representation fee not to exceed 85% of the periodic dues applicable to Union members as set forth above in Section 1.

Section 4. By the twentieth (20th) day of each month the Employer shall remit to the Union all deductions for Union dues and/or representation fees made from the wages of

employees in the bargaining unit during the preceding month, together with an itemized list of all employees in the bargaining unit from whom dues, initiation fees, and/or representation fees have been deducted, and their gross earnings. This monthly itemized list shall include the dates of hire of all employees.

Section 5. The Employer shall be relieved from making any “check-off” deductions under this Article upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 6. The Employer shall not be obliged to make dues deductions of any kind from any employee covered by this Agreement who, during any dues month involved, shall have failed to receive sufficient wages in an amount equivalent to the dues deduction obligation in accordance with the terms set forth herein.

Section 7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee in the bargaining unit arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 10 - OUT OF TITLE WORK AND WORKLOAD

- A. The Employer agrees that employees shall be assigned work appropriate to and within their title.
- B. An employee may agree to work above their job classification for a period of not more than thirty (30) days, and that employee shall be paid at the higher rate of pay during the time they are assigned the higher level of work. This provision shall not obligate the Employer to assign any employee to any other job classification.
- C. The Employer will make a good faith effort to maintain a ratio of fifteen (15) youth and families to one (1) Care Manager and Certified Wraparound Coach.

ARTICLE 11- TRAVEL EXPENSES

- A. Employees are required to use an Agency vehicle for work related travel. Use of an employee's personal vehicle for work related travel should only take place with pre-approval from a Supervisor or Director of Care Management. Employees shall not use their personal vehicles to transport youth and families at any time.
- B. If employees are pre-approved to use their personal vehicles for work related travel, they shall be reimbursed for mileage at the current IRS standard mileage rate. Employees shall be reimbursed for all parking and toll expenses related to work travel.
- C. Such expenses and mileage should be recorded on an agency expense report and submitted on a monthly basis. Supporting documentation may be required and should be attached upon request.

ARTICLE 12 - HEALTH AND SAFETY

- A. The Employer shall provide a safe and healthy work environment in the building located at the designated office location(s).
- B. The Employer will maintain all agency vehicles in safe working condition.
- C. Any employee who has concerns about work-related safety, health issues, or youth or family contact shall immediately bring such concerns to the attention of their supervisor. Upon notification of such concerns, the Employer shall make a good faith effort to investigate and take appropriate remedial measures, if necessary. If safety concerns involving youth or family contact are founded by a Supervisor, the Employee may be accompanied by a Supervisor, or their designee.
- D. In the event of a state, county, or local declared public health emergency, the Employer will operate in accordance with up-to-date health guidance issued by the Centers for Disease Control and Prevention (CDC), New Jersey's Department of Health (NJDOH), New Jersey's Department of Children and Families (DCF), or Executive Order (EO).
- E. In the event that the Bergen County Administrative Offices are closed, or operating on modified hours, due to inclement weather, Bergen's Promise shall release employees, or modify their hours accordingly, with the requirement to work as per the agency's Modified Operations Plan. Employees shall be allowed to use an leave time balance, excluding sick time, at their request.
- F. Newly hired employees will be subject to initial background checks, to include TB, Medicaid Fraud and all other employees will be subject to periodic background checks, which may include fingerprinting, statewide criminal, motor vehicle/driving record, and confirmation of highest level of education. The Employer shall be responsible for any cost(s) associated with background checks. Employment and/or continued employment

with the Employer is pending the background checks. In such cases where the employee's express written permission is required by law, granting such permission is a condition of continued employment. If a background check uncovers any information that would impact the ability of the employee to perform their job function, or that might jeopardize the safety of the families served by the Employer, the Employer shall have the right to take immediate corrective action, including but not limited to termination of employment, subject to the provisions of Article 4.

G. Drug and Alcohol Free Workplace

1. The Agency enforces a drug and alcohol free work place.
2. The use, sale, possession, or transfer of illegal drugs or narcotics during work hours or at the work place is against the Employer's policy. Also, employees are not allowed to be under the influence of illegal drugs or narcotics during work hours, at the work place or anywhere on the Employer's property.
3. The use of alcohol during work hours or at the work place is against the Employer's policy. The use, sale, possession, or transfer of alcoholic beverages at the work place is against the Employer's policy. Employees are not allowed to be under the influence of alcohol during work hours, at the work place, while "On-Call" pursuant to Article 16 of this Agreement or anywhere on the Employer's property. The only exception is for Employer approved alcohol consumption at Employer sponsored events.
4. Employees convicted of controlled substance violations or alcohol related offenses, including driving while intoxicated or driving while impaired, at any time or place, including pleas of no contest, are required to inform the Employer within 5 (five) days of such conviction or plea.

5. **Testing** – The Employer reserves the right, as a condition of continued employment, to require any employee to undergo drug and/or alcohol testing when in its sole judgment there is reason to believe that an employee has violated any aspect of this policy. Any employee may be required to submit a urine and/or blood sample for testing for drugs or alcohol in any of the following circumstances:

- a. When a supervisor or managerial employee observes that the conduct, reactions, job performance, work habits, physical symptoms, or appearance of the employee are indicative of the use of or presence in their system of drugs or alcohol while on the premises or during working hours.
- b. When a supervisor or managerial employee observes or receives information from a credible source that an employee used drugs or alcohol while on the premises or during working hours or immediately before reporting to work.
- c. When an employee is involved in an accident or incident during working hours which caused or contributed to substantial injury to person or property (or had the potential for doing so).

A “positive” test represents a violation of the policy. Switching, adulterating, or tampering with any urine sample submitted for testing is also a violation. Any employee who tests positive for illegal drugs or narcotics shall have the right to request a second test within twenty-four (24) hours.

6. Testing is not necessarily required as a condition to the company taking disciplinary action. Employees who violate any aspect of this policy are subject to unpaid disciplinary suspensions and/or other disciplinary measures up to and including termination.

ARTICLE 13 - VACATION, SICK, PERSONAL LEAVES

A. Personal Leave

All full-time employees covered by this agreement who are not participating in the Flex Time Program are entitled to five (5) personal days per year. All full-time employees covered by this Agreement hired following ratification are not eligible for the Flex Time Program as referenced in Article 7. All full-time employees covered by this Agreement hired prior to ratification and participating in the Flex Time Program are entitled to four (4) personal days per year. These employees may choose to opt-out of the Flex Time program at the start of the Calendar year and in lieu will be eligible for five (5) personal days. The opt out decision is final, and an employee will not be able to return to the Flex Time program. During the first calendar year of employment, employees shall accrue personal days on a pro rata basis. Personal days cannot be accumulated or carried over to the following year.

B. Sick Days

1. All full-time employees covered by this Agreement are entitled to twelve (12) paid sick days per year, subject to submission of a doctor's note or other written verification from a healthcare professional if three (3) or more consecutive sick days are utilized by an employee. If an employee appears to have established a pattern of abusing sick the Employer may require medical certification for sick day(s). Failure to provide said certification will result in denial of the sick day request with the commensurate loss of pay. During the first calendar year of employment, workers shall accrue 1 sick day a month. Sick days not utilized can

be accumulated and carried over to the following year. Sick days will be capped at 17 days. Current employees who have accrued more than 17 sick days will retain those days but will not accrue any additional days until such time as the number of sick days they have falls below 17. Employees will be required to provide medical certification when using sick time after they have submitted their resignation. Unused sick time will be paid out upon resignation one (1) day for every three days that remain unused.

2. Part-time employees covered by this Agreement who work at least twenty (20) hours per week are entitled to paid Sick Days on a pro rata basis.
3. Employees covered by this Agreement shall be allowed to use sick days, with supervisor approval, for pre-scheduled medical appointments for the employee.

C. Vacation Leave

1. All full-time workers are entitled to three (3) weeks paid Vacation Leave, plus one additional week after three (3) years of employment. All requests for Vacation Leave are subject to prior approval by the Employer and shall not be unreasonably withheld.
2. During the first calendar year of employment, workers shall accrue Vacation Leave on a pro rata basis each month. Thereafter, Vacation Leave shall be credited at the beginning of the calendar year in anticipation of continued employment for the full year. Employees shall be entitled to accumulate and carry over no more than one (1) week of vacation time into the following year, and that week of vacation time must be utilized during the First Quarter of that following year. Additional time shall be afforded with a supervisor's approval for mitigation circumstances.

D. Jury Duty

Workers shall be paid at regular salary while on jury duty for up to five (5) days, then must use vacation time and/or personal days. Workers shall notify their supervisor of the requirement for this leave, and furnish evidence that they must perform the duty for which the leave was requested.

E. Bereavement Leave

1. Bereavement leave of three (3) days with pay will be granted when a member of a worker's immediate family dies. For the purposes of this article, immediate family includes, mother, father, grandmother, grandfather, stepmother, stepfather, parent-in-laws, child, foster child, step child, sister, brother, grandchild, husband, wife, life or domestic partner. Workers may request to use any accumulated leave time if additional leave is necessary.
2. Workers are also allowed one (1) day off with pay for the day of the funeral for scheduled work time lost when there is a death of an aunt, uncle, niece, nephew, blood-related first cousin, as well as for the aunt, uncle, niece or nephew of the employee's spouse or domestic partner.

ARTICLE 14 - POSTINGS AND PROMOTIONS

A. Postings of Vacancies

1. The Employer will post all job vacancies for a period at least seven (7) days before such vacancies are filled. The posting will include the date of posting, title of the position, and all requirements for the position.
2. When filling vacancies the Employer shall give first consideration to current employees covered by this Agreement before hiring from the outside.

B. Promotions

1. Promotions will be based on the workers qualifications, skills and performance. Where qualifications, skill and performance are substantially equal, seniority will govern.
2. When promoted to or transitioned to Certified Wraparound Coach, the employee's salary shall be increased to the minimum Certified Wraparound Coach salary or greater. This increase shall be no less than \$2,500 and will be increased to at least the minimum salary range for Certified Wraparound Coach. In no circumstances shall the increase result in the employee earning more than the maximum salary for the Certified Wraparound Coach.
3. All employees transitioned or promoted into another Agency position covered by this Agreement shall serve a ninety (90) calendar day transitional period following their date of transition or promotion. After the first 30-45 days of an employee's transition in the new position, the Employer shall meet with the employee to provide a formal 30-Day Evaluation, to discuss the employee's performance and to provide feedback for improvement if necessary. After the first 90 days of transition in the

new position, a similar formal evaluation and meeting shall be completed by Employer with employee.

C. Policy Postings

1. The Employer agrees to keep an updated Policy and Procedures Manual and an updated Employee Handbook available for inspection by employees during normal working hours. It shall be the employees' responsibility to review, inspect and familiarize themselves with the Policy and Procedures Manual and the Employee Handbook.
2. The Employer agrees to notify the employees of any changes to the Employee Handbook and/or the Policy and Procedures Manual.

ARTICLE 15 – PROBATIONARY PERIOD

All newly-hired employees covered by this Agreement shall serve a ninety (90) calendar day probationary period following their initial date of hire. The probationary period is designed to allow the Employer to determine if the employee is qualified and suited for the job.

After the first 30 – 45 days of a probationary employee’s employment, the Employer shall meet with the employee to provide a formal 30-Day Evaluation, to discuss the employee’s performance and suitability for the position, and to provide feedback for improvement if necessary. This meeting shall not be construed as creating or guaranteeing any right to employment for 30 days, or for any other period of time during the probationary period. After the first 90 days of probation, a similar formal evaluation and meeting shall be completed by Employer with employee. The Employer reserves the right to extend the initial probationary period up to an additional sixty (60) days.

A new employee’s employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure. If the Employer decides to terminate the employment of an employee during the probationary period, the employee shall be given one (1) week’s notice or one (1) week’s pay in lieu of notice.

Probationary employees will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

ARTICLE 16 - "ON CALL"

1. All Care Managers and Certified Wraparound Coaches shall be responsible for performing periodic "On Call" duties pursuant to a rotating schedule set by the Employer.
2. All workers who are "On Call" shall receive a flat rate stipend in the amount of \$100 for each period of time that they are "On Call."
3. Workers who are "On Call" during a period of time that includes one or more of the Holidays set forth in Article 8 of this Agreement shall receive a flat rate stipend of \$150.
4. Workers who are "On Call" and who have to physically visit a family served by the Employer while "On Call" shall be entitled to additional compensation as set forth above in Article 7, Paragraph C of this Agreement, as long as the "On Call" employee receives prior approval from the Employer for any such physical visits.

ARTICLE 17 - BENEFITS

A. Healthcare Coverage

1. Healthcare coverage is provided by the employer and includes medical, prescription drug, dental, and vision. Coverage shall continue without change under the current plans until expiration of the current Horizon Blue Cross Blue Shield of NJ OMNIA/High Deductible Health Plan and Health Reimbursement Account.
2. Beginning in or about April 2021, concurrent with the beginning of the current Horizon Blue Cross Blue Shield of NJ OMNIA/High Deductible Health Plan and Health Reimbursement Account health plan, the employer will pay 87% and the employees will pay 13% of the premium costs for the health insurance; and the employer will pay 90% and the employees will pay 10% of the premium costs for the dental and vision insurance.
3. The Employer may, upon thirty (30) days notice to the Union, obtain health insurance coverage for its employees outside of and apart from the current Health Plans so long as coverage equivalent to or better than the existing coverage.

B. The Employer shall continue to provide full time workers with \$50,000 of life insurance and \$50,000 of accidental death and dismemberment coverage. All employees may purchase additional coverage at their own cost.

C. The Employer shall continue to provide Long Term Disability insurance for all employees.

D. The Employer shall continue to provide pension coverage in accordance with the current plan and beginning with the January 1, 2006 plan year, the employer shall pay 4% of eligible wages into the Plan for each eligible participant. However, if 4% of eligible wages is less than \$1,500 for any full-time employee who receives a full year's pay, the employee will receive the difference in a supplementary wage payment to be paid within three

months of the year's end. The supplementary wage payment will equal the difference between \$1,500 and 4% of the employee's eligible income plus an amount sufficient to compensate for the employee's tax deductions on the supplementary wage payment.

- E. The Employer will participate in the Federal Consumer Financial Protection Bureau's Public Service Loan Forgiveness Program. The Employer will make available certification forms for all employees who wish to participate.

ARTICLE 18 - COMPENSATION

A. Salary ranges

1. Certified Wraparound Coaches
 - a. Minimum salary is 39,500
 - b. Maximum salary is 52,000

2. Care Managers
 - a. Minimum salary is 37,000
 - b. Maximum salary is 47,500

3. Receptionist and Administrative Assistant
 - a. Minimum salary is 26,500
 - b. Maximum salary is 40,500

4. Coordinator
 - a. Minimum salary is 38,000
 - b. Maximum salary is 46,500

5. Operations Assistant
 - a. Minimum salary is 26,500
 - b. Maximum salary is 40,500

B. Wages

1. All Care Managers, Certified Wraparound Coaches, Administrative Assistants, Receptionists, Coordinators, and Operations Assistants who were employed prior to January 1, 2021, shall receive an across the board increase of 3.5% in base salary effective January 1, 2021.

2. If the aforementioned increase in B.1 raises the employee's salary above the maximum salary for their job title, the adjusted salary will become their new base salary. The salary ranges outlined in A.1 through A.5 will remain the same for the term of the contract and will apply to any covered employee hired after ratification.

3. Employees who are in a probationary period at time of ratification shall receive the above increases retroactive to January 1, 2021 upon completion of their probationary period.
4. Upon hiring, any Employee who possesses bilingual fluency shall receive an increase of \$1000 to base salary.
5. Employees leaving the Agency prior to the ratification of the contract of any salary increase will not be entitled to that increase. The salary increase amount will not be retroactive for employees who are no longer employed at the Agency.

ARTICLE 19 - FULLY BARGAINED

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20 - SEVERABILITY AND SAVINGS CLAUSE

In the event any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

ARTICLE 21 – LAYOFF AND RECALL

- A. Should funding cutbacks or budgetary deficits require the elimination of bargaining unit jobs the subsequent layoffs shall be done in inverse order of seniority decided upon by management by position within a given title.

These cutbacks or budgetary deficits may be caused by, but not limited to, lack of billable services, a decrease in level of service, a Medicaid rate reduction and/or State contract changes.

- B. Any employee who is laid off due to funding cutbacks or budgetary deficits shall be given the right of first refusal to the title they formally held in order of seniority should the position(s) be refunded.

If said position is restored, the Employer will notify the CWA Local 1037 by certified mail of the recall and intent to rehire. The Union will, in turn, request that the worker responds regarding intent of re-employment within fifteen (15) calendar days of certified letter notice to the Union. The worker will then return to work within fifteen (15) calendar days of confirmed intent for re-employment.

It is the responsibility of a laid-off worker to notify both the Employer and the Union by certified mail of any change of address. A worker's eligibility for recall shall expire two (2) years after their date of lay-off.

ARTICLE 22 – DURATION

This Agreement shall take effect January 1, 2021 and continue through December 31, 2022 and from year to year thereafter, unless written notice of termination is given by either party to the other at least sixty (60) days prior to the expiration date.

The contract shall reopen for the period January 1, 2022 – December 31, 2022 for solely economic matters within Article 17-Benefits and Article 18-Compensation. Negotiations for the re-openers shall begin prior to December 31, 2021.

FOR BERGEN'S PROMISE

Dean Pastras 3/30/2021

Dean Pastras Date
Chief Executive Officer

Jeffrey Kahn 3/30/2021

Jeffrey Kahn Date
Board of Directors

FOR THE UNION

George Krevet 3/26/21

George Krevet Date
CWA Representative

Mauro Camporeale 3/26/2021

Mauro Camporeale Date
CWA Representative

Tanisha M. Freeland 3/26/2021

Tanisha Freeland Date
CWA Representative

Cole Campbelle 3/29/21

Cole Campbelle Date
CWA Shop Steward



CWA Local 1037

Ph: 973.623.1828 · Fax: 973.623.3777 · info@cwa1037.org · <http://www.cwa1037.org>