

CONTRACT

BETWEEN

THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1037, AFL-CIO

AND

BERGEN'S PROMISE, INC.

January 1, 2023 through December 31, 2025

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PREAMBLE

THIS AGREEMENT is made as of the 1st day of January 1, 2023, 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 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.

D. Pilot Telework: For a period of one (1) year, the agency shall pilot a telework option for bargaining unit employees in good standing, except those with less than one year of employment, and who are unable to comply with the Agency telework policy. Eligible employees shall have the option to telework one day every work week. Telework will be scheduled based on the needs of the Agency with preference given to those with most seniority. This work agreement shall be reviewed at the end of one year to determine feasibility of continuation.

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 € 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, cannabis or narcotics during work hours or at the workplace 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 conduct, reactions, job performance, work habits, physical symptoms, or appearance of the employee, which provides a reasonable suspicion that the employee is under the influence 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). The Agency will designate an individual to make determinations regarding suspected cannabis use and complete a Reasonable Suspicion Observation Report to document the behavior, physical signs, and evidence to support the determination that there is a reasonable suspicion that an employee is under the influence of cannabis during working hours. A second supervisor will also complete the Reasonable Suspicion Observation Report before an employee is tested.

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 Agency taking disciplinary action. If an employee refuses or otherwise fails to submit to a drug and/or alcohol test when required to do so, such shall constitute a positive test result, and the employee will be subject to disciplinary action, 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, stepchild, sister, brother, grandchild, husband, wife, life or domestic partner and any person who raised the employee in loco parentis. 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 \$150 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 \$200.
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 Insurance Administrators of America (IAA) and Health Reimbursement Account.
2. Beginning in or about April 2021, concurrent with the beginning of the current Insurance Administrators of America (IAA) 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 \$50,000
 - b. Maximum salary is \$60,000

2. Care Managers
 - a. Minimum salary is \$50,000
 - b. Maximum salary is \$55,500

3. Receptionist and Administrative Assistant
 - a. Minimum salary is \$41,000
 - b. Maximum salary is \$51,500

4. Coordinator
 - a. Minimum salary is \$44,000
 - b. Maximum salary is \$52,000

5. Operations Assistant
 - a. Minimum salary is \$41,000
 - b. Maximum salary is \$51,500

B. Wages

1. All Care Managers, Certified Wraparound Coaches, Administrative Assistants, Receptionists, Coordinators, and Operations Assistants who were employed prior to January 1, 2023, shall receive an across the board increase of 5% in base salary effective January 1, 2023. Care Managers and Certified Wraparound Coaches whose base salary remains below \$50,000 after the 5% increase referenced in paragraph B,1 will receive an increase equal to the amount necessary to reach the minimum salary of \$50,000 effective January 1, 2023.

2. Thereafter, all Care Managers, Certified Wraparound Coaches, Administrative Assistants, Receptionists, Coordinators, and Operations Assistants will receive an additional 2.5% increase effective January 1, 2023.
3. If the aforementioned increases raise the employee's salary above the maximum salary for their job title, the adjusted salary will become their 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.
4. Employees who are in a probationary period at time of ratification shall receive the above increases upon completion of their probationary period.
5. Upon hiring, any Employee who possesses bilingual fluency shall receive an increase of \$1000 to base salary.
6. Employees who obtain a job-related master's degree during employment will receive a one-time only \$1,000 stipend. Employees who obtain a job-related license during the course of employment will receive a one-time only \$2,000 stipend. (Temporary/emergency licensure excluded). Employees must present an official transcript from an accredited college or university indicating the degree completed and/or a copy of the degree/license obtained. Employees must be with the agency a minimum of 6 months to be eligible. Employees who receive their graduate degree and/or licensure after ratification of the 2022 contract are eligible for a retroactive stipend. Management reserves the right to determine qualifying degrees and/or license.
7. 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.

7. 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.

C. Longevity: Employees will receive a one-time only longevity stipend on the June 30 following the employee's anniversary date based on the schedule below:

Two years seniority	2% of base salary;
Three years seniority	3% of base salary;
Four years seniority	4% of base salary;
Five or more years of seniority	5% of base salary

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.

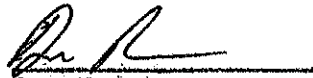
It is the responsibility of a laid-off worker to notify both the Employer and the Union by certified mail of any change of address. A worker's eligibility for recall shall expire two (2) years after their date of lay-off.

ARTICLE 22 – DURATION

This Agreement shall take effect January 1, 2023 and continue through December 31, 2025 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, 2024 – December 31, 2024 for solely economic matters within Article 17-Benefits and Article 18-Compensation. Negotiations for the re-openers shall begin prior to December 31, 2023.

FOR BERGEN'S PROMISE



Dean Pastras
Executive Director

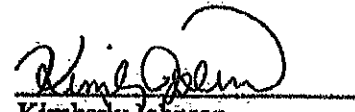
3/8/2023
Date



Jeffrey Kahn
Board of Directors

3/9/23
Date

FOR THE UNION




Kimberly Johnson
CWA National Staff Representative

3/8/23
Date



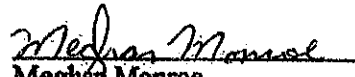
Tariisha Freeland
CWA 1037 Staff Representative

3/8/2023
Date



Cole Campbell
CWA Shop Steward

3/8/23
Date



Meghan Monroe
CWA Shop Steward

3/9/2023
Date

APPENDIX A

Pilot Remote Work Policy

Policy

The remote work policy is an arrangement for a Bergen's Promise employee to telework for up to one (1) day in a calendar week. Telework is a privilege offered to eligible employees that allows flexibility in a work environment and acts as a useful strategy to facilitate continuity of operation plans during emergency situations.

Under no circumstances shall telework impede operations or delivery of services or result in decreased productivity. As a result, management reserves the right to adjust an employee's telework schedule based on operational need and direct an employee scheduled for telework to report to the Agency office in circumstances deemed necessary to fulfill its mission. Such circumstances include, but are not limited to, meeting staff and/or workload requirements, attending meetings, receiving work assignments, training, traveling, accounting for absences of other employees, emergency situations, or other situations deemed necessary by management. Management will give the employee as much advance notice as possible of the need to report to the office. In those instances, the employee will not be able to select an alternate telework day.

Telework arrangements shall not adversely affect the operations of the Agency, employee work performance, staffing patterns, or the health and safety of staff. If there are a disproportionate number of employees in a work unit who wish to telework on the same day or times the employee(s) with the longest tenure will be given priority.

ELIGIBILITY FOR TELEWORK

Bergen's Promise decision to grant or deny an eligible employee's request for telework will be based on the nature and content of the employee's position, whether the arrangement improves the Agency's ability to meet its mission, staffing and workload requirements, and whether the employee's request is consistent with the intent of program. An employee is eligible to request a routine telework arrangement¹ if:

- The employee has been employed by the Agency for at least 1 continuous year.

¹ Due to COVID-19, staff have been afforded the ability to telework as a reasonable accommodation when they have tested positive. This telework policy does not apply in those circumstances.

- As reflected in the employee's most recent performance review, the employee must meet minimal performance expectations (a "3" or above in each category evaluated).
- The employee must not be subject to a current performance-based improvement plan.
- Confidential information can be securely accessed, protected, and processed while teleworking.
- Information technology systems can be securely accessed while teleworking.
- The employee has completed the mandatory telework training.
- The operational needs of the Agency, department and management permit the employee to perform job duties remotely.
- All performance expectations can be met remotely without creating an undue burden on the Agency, management, or co-workers.

INELIGIBILITY FOR TELEWORK

Bergen's Promise in its sole discretion may limit or deny an employee's participation in a telework arrangement for any reason, including but not limited to the following:

- The employee is or will be on a performance improvement plan or has performance weaknesses that have been communicated to the employee.
- The employee has been formally disciplined within the last quarter for time/leave abuse, and/or the employee's supervisor has identified problems with time management, use of time, and/or attendance issues and those problems have been clearly communicated to the employee.
- The employee has tasks that warrant their being in the office.
- The employee is proposing an arrangement that would be impractical for conducting the assigned job duties.

Employees who are ineligible for telework because they have not met minimal performance expectations or because they are on a performance-based improvement plan may apply to participate in the program once they have satisfactorily completed their performance-based improvement plan.

EXPECTATIONS OF EMPLOYEES WHILE TELEWORKING

Data Security

IT Requirements

- Employees working from home shall follow established directives regarding the use of Agency records, data, user IDs, and passwords. See, generally, Bergen's Promise HIPAA Security and Privacy Policies located in the Compliance Folder on SharePoint. Employees are responsible for always protecting and securing sensitive and confidential data and records.
- The loss, unauthorized release, or other unpermitted disclosure of confidential information, including but limited to personally identifiable information (PII) (a.k.a. Protected Health Information (PHI)) must immediately be disclosed to the Security Officer pursuant to Agency HIPAA Security Policy 2.3 and 4.II.3.
- Bergen's Promise will determine, with information supplied by the employee and the immediate supervisor, the appropriate equipment (including computer hardware,

software, hotspots, office equipment, etc.) for each telework arrangement on a case-by-case basis. The immediate supervisor and the Agency IT Director/Security Officer will serve as resources in this matter. See HIPAA Security Policy 4. IV. The employee and IT

department will keep a detailed inventory of any Agency equipment and property in an employee's possession while outside of the office.

- Bergen's Promise employees will not be permitted to use personal devices to perform their telework. See HIPAA Security Policy 12.
- The employee is responsible for providing their own Internet and telephone connectivity. Bergen's Promise will not reimburse any personal telephone or internet service costs that are used for teleworking. See HIPAA Security Policy 12.
- The employee will configure their telework network and secure their remote computing activities in accordance with the Telework and Remote Access Security standards documented in HIPAA Security Policy 20.
- Teleworking employees must exercise a higher degree of care when discussing, reviewing, or working with confidential or sensitive information in their homes. Whenever possible, laptops, smart phones and tablets displaying sensitive information should be positioned so that the screen cannot be viewed by others.
- Employees engaging in telework will ensure that verbal communication of confidential information is not overheard by any other members in the household, over the telephone or via social media video posts. See HIPAA Security Policy 17.

Asset Security See HIPAA Security Policy 12.

- Employees who receive portable information assets including, but not limited to laptop computers, tablets, smart phones, etc., assume temporary custodianship of such assets (which remain the property of Bergen's Promise). Employees are responsible for the physical security and condition of these information assets.
- Portable information assets shall not be left unattended.
- Equipment supplied by the Agency will be maintained by the Agency (e.g., repairs, upgrades, etc.).

Confidentiality/Ethics See HIPAA Security Policy 12 and Compliance Form 4: Code of Ethical Conduct.

- All electronic records, data, and files created in connection with the performance of an employee's job duties are the property of Bergen's Promise and are subject to confidentiality and records retention practices of the Agency HIPAA Privacy, HIPAA Security, Corporate Compliance Policies as well as all applicable federal rules and regulations. There is no expectation of employee privacy in the use of any Agency issued device. This means that representatives of Agency are authorized to monitor the use of all Bergen's Promise networks, consisting of printed, computer, or electronic information to ensure that all uses are consistent with state and Agency policies.
- Employees are to abide by all Agency, state and federal policies, rules, procedures, and regulations that govern data access, data, or information breaches, as well as all Agency

and State rules, regulations and statutes which govern employee conduct and ethics requirements.

- Unless otherwise required by law in the state the employee resides, the employee acknowledges that income taxes will be withheld based on employment at the Agency's onsite office workplace in New Jersey and not the location from which the employee teleworks.

Establishing an Alternate Worksite

- An employee will establish an appropriate, professional, and safe environment within their residence. Bergen's Promise will not be responsible for costs associated with initial setup, or ongoing maintenance of, an employee's residential office or telework location, such as remodeling, furniture, or lighting, nor for repairs or modifications to the remote office space.
- Employees will maintain their telework offices in a professional manner by taking such measures as: establishing a daily schedule (with times for breaks, lunch, and start and stop times), routinely monitoring email, calls, meetings, text messages, voicemails and other technologies used for communication with colleagues, staff and supervisors throughout the day and responding within the same business day, denoting meetings in the MS Outlook calendar, and ensuring that an appropriate voicemail message is in place when the employee is unavailable.
- Working remotely is not designed to be a replacement for childcare.
- Employees are expected to sign our Home Office Safety Checklist and maintain their home workspace in a safe manner, free from safety hazards. Remotely working employees are expected to notify the Director of Human Resources of any injuries while performing work-related activities as soon as practicable. The employee is liable for any injuries sustained by visitors to their home worksite.
- Employees may NOT work remotely from a location that is not their home (e.g., a vacation spot, coffee shop, another business or healthcare location, etc.).

Telework Attestation and Agreement (Appendix A)

- At the start of the telework pilot, employees will sign the Attestation and Agreement designate their choice of workday for telework. By virtue of signing the Agreement, the employee is asserting that they wish to participate in the Agency telework pilot program, and that the applicable criteria have been met.

Telework Schedule

- The telework schedule is a standard schedule established for the first six months of the pilot. Telework days may not shift from week to week. If desired, employees may request, in writing, to change their telework schedule after the first six months of the pilot telework program. Changes to the telework schedule are subject to the same review/approval process described above.
- Management exercises its discretion to adjust an employee's schedule based on operational needs, employees do not have the right to appeal/grieve such schedule changes.

- If a regularly scheduled telework schedule falls on a holiday, the remote workday for that week is forfeited.
- Employees who choose to come to the office on their scheduled telework day, forfeit their telework day for that week.

Timekeeping

- Telework employees will be required to record all hours worked in MS Office Outlook and Paylocity. Mod ops will be denoted in Paylocity timesheet.
- The telework employee must notify their immediate supervisor promptly of any situations that interfere with their ability to perform their approved telework.
 - For example: loss of power, unexpected dependent care issues, etc. Use of accrued leave time will be required to cover the scheduled telework hours if the employee is unable to telework at that time.