

Agreement Between



Communications Workers of America,
AFL-CIO

AND

South Jersey Behavioral Health
Resources, Inc.

July 1, 2022 through June 30, 2025

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PREAMBLE

This Agreement entered into by the Communications Workers of America, hereinafter referred to as the Union and South Jersey Behavioral Health Resources, Inc., hereafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer.

ARTICLE I - RECOGNITION

Section 1 - The Employer recognizes the Union pursuant to NLRB Certification #4-RC16816 as the exclusive representative concerning wages and other terms and conditions of employment for employees serving in titles referenced in Attachment I and Attachment 2.

Excluded from said Unit are the following: All other employees, including professional employees, Managerial Executives, Supervisors, Confidential Employees, On-Call Employees averaging less than twenty (20) hours per week, temporary employees employed five (5) months or less, and guards.

Section 2 - All provisions of this Agreement shall apply uniformly to all titles referenced in Attachment I and Attachment 2 unless indicated to the contrary.

Section 3 - Any new title authorized for use by the Employer will not be negotiated for inclusion or exclusion from the bargaining units. The Union does not need to be notified of any Title creations or changes.

ARTICLE II - UNION SECURITY

Section 1 - All employees in represented titles on the active payroll as of the effective date of this contract who are not members of said Union shall become members of the Union thirty (30) days after the effective date of this Agreement, or the completion of their probationary period, whichever is later, and thereafter shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2 - All employees in represented titles on the active payroll hired after the effective date of this contract shall become members of the Union upon completion of their 90 day probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. Employees whose probationary period is extended beyond the initial 90 days shall become members of the Union.

Section 3 - For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she executes and delivers to the Employer a written authorization

for the employer to deduct from his/her wages the periodic dues required as a condition of membership.

Section 4 - An employee, who has failed to maintain membership in good standing as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the union requesting discharge, be discharged if, during such period, the required authorization to deduct dues has not been executed and delivered to the Employer.

ARTICLE III - DUES AND CREDIT UNION CHECK-OFF

Section 1 - Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each pay period that the employee remains in active pay status and remit to the Union regular dues, as fixed by the Union.

Section 2 - The Employer shall be relieved from making such "check-off" deductions

upon: Termination of employment, permanent transfer to a job other than one covered by the bargaining units, layoff from work, or an agreed leave of absence without pay.

Notwithstanding the foregoing, upon the return of an employee to a bargaining unit position from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be covered by Section I hereof.

Section 3 - The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 4 - Each month the Employer shall remit to the Union: Secretary-Treasurer, CWA, AFL-CIO, 501 3 1d Street NW Washington, DC 20001, or as otherwise directed by the Union in writing, all deductions for dues from the wages of employees for the preceding month together with a list of all employees from whom dues have been deducted. Such list shall include the employee's name, shift, work location, SS#, sex, job classification, salary level, address, number of hours worked and hourly rate. The dues remittance and list shall be provided no later than ten (10) days after the end of the preceding month. A copy of the above list shall be sent to Communications Workers of America Local 1038.

Section 5 - The Employer agrees to furnish the Local each month with the names of newly hired employees, their addresses, social security numbers, job classifications, rates of pay, dates of hire and sex; names of terminated employees, together with their dates of termination; and names of employees on leave of absence. The employer agrees to include shift and location in the information provided along with dues deductions.

Section 6 - Upon receipt of a written authorization from an employee, the Employer agrees to

make deductions of monthly union membership dues each payroll period from the pay of an employee.

ARTICLE IV - MANAGEMENT RIGHTS

The Union agrees that, except as modified by this Agreement, the Employer retains the exclusive right and authority to manage and control its business including, but not limited to, types of equipment to be used or material purchased or sold, whether or to what extent any services or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other employer, the right to hire and determine the number of employees in the program or a department, including the number assigned to any particular work, to increase or decrease that number, to direct and assign their work, to establish new job classifications, to determine when and where overtime shall be worked, to schedule working hours, to determine product quality and to require safety devices and equipment, to establish work rules, to discipline or discharge for cause, to transfer, promote and to establish rules to maintain efficient operation.

ARTICLE V - NO DISCRIMINATION

Section 1 - The Employer and the Union shall not discriminate against any employee on the basis of race, creed (religion), color, natural origin, age, ancestry, nationality, marital or domestic partnership or civil union status, sex gender, identity or expression, disability, military service, affectional or sexual orientation, atypical cellular or blood trait or genetic information.

ARTICLE VI - PROBATIONARY PERIOD

Section 1 - Every newly hired employee or rehired employee shall be on probation for ninety (90) calendar days from and including the first day of work. During said period, the employee shall be an employee at will and he/she may be discharged at the Employer's discretion. Neither the Union nor the employee shall have the right to challenge the Employer's decision through the grievance procedure of this Agreement.

Section 2 - During the initial probationary period the employee shall receive a written evaluation every thirty days. If the employee does not receive a written evaluation during the initial probationary period, then they shall be deemed to have satisfactorily completed their probationary period.

Section 3 - If during the initial 90 day probationary period the employee has received an unsatisfactory evaluation, management at its discretion may extend the probationary period in increments of 30 days to a maximum of sixty (60) days. During each additional thirty (30) day

period the employee will receive a written evaluation. Management at their discretion may terminate an employee who fails to successfully conclude the extended probationary period.

Section 4 - Management shall give the employee ten working days notice of their intent to extend the probationary period. All notices of probation extension shall be forwarded to the Director of Human Resources and to the Union.

Section 5 - During an extension of the initial probation period an employee can be terminated only for performance related issues. During the extended period the employee shall have the right to file contractual grievances.

Section 6 - If the probationary employee concludes the extended probationary period the employee is considered a regular employee as of the initial date of hire.

Section 7 - Temporary employees who work in that status for more than three (3) months and subsequently become regular employees will accrue sick and vacation time from date of hire.

ARTICLE VII - DISCIPLINE AND DISCHARGE

Section 1 - In general, the Employer and Union agree that the work environment shall continue to be characterized by mutual respect and the common dignity to which all individuals are entitled. In furtherance thereof, it is agreed that no employee who has completed his/her initial probationary period shall be discharged or disciplined except for just cause.

Section 2 - Employees shall have the right to Union representation at all disciplinary meetings and at all investigatory meetings at which charges, which could lead to discipline, are raised.

Section 3 - The Employer reserves the right to promulgate reasonable work rules for the conduct of the employees, provided said rules are not contrary to the provisions of this Agreement.

Section 4 - Copies of all disciplinary notices and actions shall be given to the Union shop steward and Local Union as soon as they become available.

Section 5 - An employee may appeal any disciplinary action through the grievance procedure.

Section 6 - All disciplinary actions that do not include suspension or termination will be initiated within fifteen (15) days of the incident or should have reasonably known of the incident.

Section 7 - In the event of suspension or termination, the grievances shall be at the level of management not involved in the matter. All disciplinary actions shall be initiated within ten (10) days of the incident or the date the supervisor knew of the incident.

Section 8 - Discipline is designed to be corrective rather than punitive. The application of discipline shall be progressive in nature. After two (2) years during which the employee has received no further discipline, verbal and written warnings will not be utilized for purposes of

progressive discipline. Suspensions will not be utilized for purposes of progressive discipline after three (3) years with no further discipline. No suspension will be for more than forty-five (45) calendar days.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and condition of employment.

Section 2 - Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the Administration, except that no modification of this Agreement can occur without the consent of the Union. If such discussion involves a matter covered by the definition of a grievance in Section 3, the Union shall be advised of the adjustment of the issue.

Section 3 - The term "grievance" shall mean any allegation that there has been either a violation, misinterpretation or misapplication of this Agreement, and/or an inequitable, improper, unjust application of rules, regulations or existing policies of the Employer.

Section 4 - STEPS IN PROCEDURE

STEP 1 - The grievant and his/her Union Shop Steward shall present the grievance in writing to the employee's immediate supervisor within fifteen (15) calendar days of when the employee knew or should have known of said grievance. A meeting shall be convened as soon as possible and in no case longer than fifteen (15) calendar days after notification to the supervisor. The supervisor shall provide an answer in writing within ten (10) calendar days of the meeting.

STEP 2 - If the grievance is not resolved in Step 1, it shall be presented in writing to the Director of the Unit with a copy of the appeal forwarded to the Director of Human Resources. If so presented, it must be within seven (7) calendar days of receipt of the Supervisor's Step 1 response. The Director of the Unit, grievant and shop steward and/or other appropriate Union representative shall meet within fifteen (15) calendar days of the presentation of the grievance to discuss the grievance. The Director of the Unit shall respond in writing within seven (7) calendar days of the Step 2 meeting. If the matter is resolved at Step 2 the Director of the Unit shall provide a written disposition of the resolution to all parties, with a copy to the Director of Human Resources.

STEP 3 - If the grievance is not resolved in Step 2, it may be presented in writing to the Chief Executive Officer. If so presented, it must be within seven (7) calendar days of receipt of the Director's Step 2 response. The Chief Executive Officer or the CEO's designee, which shall be a member of the CEO's Senior Executive Management, the grievant and the shop steward and/or other appropriate Union representative shall meet within fifteen (15) calendar days of the presentation of the grievance to discuss the grievance. The Chief Executive Officer shall respond in writing within ten (10) calendar days of the Step 3 meeting.

STEP 4 - If the grievance is not resolved in Step 3, it may be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. This filing needs to be initiated to AAA within three (3) months.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by both parties.

The award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

The Arbitrator shall have no authority to add to, detract from, or otherwise modify any provision of this Agreement.

Section 5 - Failure of the grieving employee and/or the Union to initiate or move the grievance through the procedure within the time limits provided herein shall be conclusively presumed as an abandonment of said grievance. A lack of response by the Employer within the time periods of any of the steps set forth herein shall be construed as a denial of said grievance. Time frames in the grievance process may be reasonably extended upon written agreement of the parties. Such request shall not be unreasonably denied.

Section 6 - By the mutual consent of both the Union and the Employer, Steps I and/or 2 may be foregone, and the grievance immediately moved to a higher step,

Section 7 - In the case of suspension or termination the matter will be heard at the level above the person approving the discipline. All timetables will be adhered to.

Section 8 - In Disciplinary actions Management shall forward to the Union all and any available documents used to support the action within five (5) calendar days of the issuance of the action. Any other documentation shall be provided to all parties as it becomes available. In addition, the employer will provide to the Union all information requested by the Union that is reasonably necessary for the Union to present its grievance or defend against the disciplinary action. The employer will not be required to provide information that is not relevant or is unduly burdensome.

ARTICLE IX - LABOR-MANAGEMENT COMMITTEE

Section 1 - A committee of up to eight (8) employees, four (4) selected by Management and up to four (4) selected by the Union shall meet quarterly to discuss items related to non-negotiable non-contractual matters which deal with improvement of delivery of services to the client community and improvement of community relations, operational efficiency, quality of work life and the fostering of good and sound employment relations. If a situation arises that requires immediate attention, both management, union and labor management committee will meet to discuss matter as schedules allow. Both management and the Union may select an alternate to participate in the meetings. These meetings are not for the purpose of bypassing the grievance procedure or to engage in collective bargaining.

Section 2 - The parties agree to a labor/Management Committee to discuss discipline and the grievance procedure with the intention of achieving a better dynamic and understanding of the process.

ARTICLE X - UNION RIGHTS

Section 1 - Upon prior notice to and permission from the CEO or his/her designee, representatives of the Union shall have reasonable access to the Center's premises for the purpose of conferring with the Center, shop stewards or other officers of the Union or employees for the purpose of administering this Agreement. Permission shall not be unreasonably withheld. Subject to the legitimate needs of the Employer, the Employer agrees to provide meeting space at its various locations during non-work times upon request of the Union. Whenever possible the Union will provide Management five (5) days notice.

Section 2 - Employees serving as Union Shop Stewards and whose election has been communicated to the Executive Director in writing may temporarily leave their assignment but normally not the facility, during working hours for the purpose of conferring with representatives of the Union, handling and investigating grievances, or for reviewing matters arising out of this agreement involving the Unit, Program or Department they represent provided that they first receive permission to perform this Union Business from the Executive Director or his/her designee. Such permission shall not be unreasonably withheld. Shop Stewards may be granted permission to leave their assigned work site when necessary to represent members, as stated above, at an agency site where there is no shop steward. Such permission shall not be unreasonably denied. Such departures from the workplace may not negatively impact required staffing and continuity of operations or safety.

Section 3 - The Center shall provide 36" by 36" bulletin boards at each of its locations for the exclusive use of the Union. Such bulletin boards shall be located in places readily accessible to employees in the course of employment.

ARTICLE XI - JOB-POSTING

Section 1 - When any vacancy becomes available, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to employees for a period of not less than ten (10) working days. Such notice shall include the job title and requirements for the position. The employer will endeavor to post any bargaining unit vacancy prior to advertising such vacancy outside the agency. Copies of each vacancy notice shall be provided to the Union when such notices are issued.

Section 2 - Salary level and qualifications will be included on all postings.

Section 3 - If an employee submits a written application to Personnel for the job within the ten (10) working days posting period, he/she shall be interviewed for the position provided the employee meets the qualifications for the position. If not selected for the position, the employee shall be informed as to the reason(s) for not being selected. Management shall provide a written explanation upon request.

Section 4 - For the purpose of promotion, seniority shall be considered provided the employee has the ability to perform the function. The employer has the right to select the most qualified person. All qualified candidates who are promoted or transferred will be required to successfully complete a ninety (90) day probation period. This probation period is different from the Probationary Period defined under Article VI. At the end of each thirty (30) day period such employees will be provided a written evaluation detailing their progress and areas that need improvement. Unsuccessful candidates will be notified in writing. Unsuccessful candidates and employees who wish to withdraw from a new position will have the opportunity to return to their previous position and rate of pay with no loss in seniority if their previous position is still available and unfilled. If their previous position is not available, such employees will have the opportunity to move to another position in their same title if available. Employees whose jobs have changed due to lay-offs do not have to serve a work test period.

ARTICLE XII - HOURS OF WORK

Section 1 - Workweeks: The normal workweek for full-time employees shall be forty-hours (40). The workweek shall be from Sunday 12:01 to Saturday midnight.

Section 2 - Flextime: The employer shall continue its practice of making flextime schedules available to employees on an equitable basis. Flextime schedules shall be available as long as they do not adversely impact upon the needs of the program.

Section 3 - Breaks: Any employee scheduled to work a full workday shall receive sixty (60) minutes per day for lunch and breaks. The scheduling of this time is subject to the Employer's needs and upon approval of the supervisor. Any employee scheduled to work a partial day of six or more hours shall receive pro-rata lunch and break time.

Section 4 - Changes in Work Schedules: In the event that a work schedule within a Unit is to be changed, in the absence of an emergency at least two (2) weeks' notice prior to the effective date thereof will be given. The Employer will initially seek volunteers from within the Unit to work the changed schedule. However, in the event that there are an insufficient number of volunteers, then the least senior qualified employee will be assigned.

ARTICLE XIII – OVERTIME

Section 1 - Any time worked over forty-hours (40) in a week shall be compensated at the rate of time and one-half for all employees not exempt from the Fair Labor Standards Act. Compensable time does not include sick time, but it will include other time off in that week only when employees are mandated by their supervisors to work overtime. Prior supervisory approval may be verbal with the supervisor duly recording said approval thereafter.

Section 2 - Whenever On-Call staff are not available, overtime work shall be offered to all qualified non-exempt employees within a Unit and rotated amongst them by Unit seniority. Mandatory overtime shall be assigned to qualified employees in rotation by inverse Unit seniority. Overtime work which is normally the work of bargaining unit employees shall not be offered to supervisory or management employees except in emergencies.

Section 3 - Exempt employees shall receive compensatory time on an hour-for-hour basis for any time worked over forty hours (40) in a week. Prior supervisory approval of overtime is required. However, said approval may be verbal with the supervisor duly recording said approval thereafter.

A. This compensatory time must be used within thirty-calendar (30) days after being earned.

Section 4 - The Employer shall give notice of the need to work overtime hours as soon as it becomes aware of the need.

ARTICLE XIV - HUMAN RESOURCE FILES

Section 1 - Each employee shall be given the opportunity to review the contents of his/her Human Resource, Personnel file within eight (8) work hours of his/her request to the Director of Human Resources or the Chief Financial Officer or his/her designee. A representative of the Union may accompany the employee while he/she reviews his/her file.

Section 2 - Employees shall have the right to respond to any documents in his/her Personnel files. Such response shall be included in the employee's personnel file. Employees shall have the right to receive and respond to any and all documents before they are placed in his/her file. The employee shall initial the documents reviewed, which initialing shall not be deemed to constitute agreement with the contents thereof.

ARTICLE XV - HOLIDAYS

Section 1 – The following legal holidays will be observed:

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

~~Columbus Day~~

Thanksgiving Day

The day after Thanksgiving

Christmas Day

Columbus Day will no longer be a holiday observed by South Jersey Behavioral Health. This holiday will now be considered a floating holiday in which can be taken anytime within the calendar year. It can be used for a holiday not observed by South Jersey Behavior Health Resources or be used for any other reason. Two-week notice must be given for approval and requests shall not be unreasonably denied. If not utilized in the calendar year, the holiday is forfeit for that calendar year.

Section 2 - When one of the above holidays falls on a Sunday it will be observed on the following Monday, and where one falls on a Saturday, it shall be observed on the preceding Friday. All full-time employees shall receive their regular rate of pay for all holidays. Part-time employees shall be paid at their regular rate of pay only for those hours that their schedule would have required them to work had the day not been a Holiday. Employees scheduled to work on holidays shall be compensated for actual work scheduled hours (i.e. 8 hours, 10 hours, 12 hours) Employees shall not be made to utilize their own time to compensate for holiday worked. Employees who work on a holiday shall receive another day off with pay in lieu thereof. Regarding the day off in lieu of working the holiday, the employee shall submit a request to take such day off on a date within thirty days of the holiday. If the employer is unable to grant it for business reasons, the employer and employee shall endeavor to schedule such day on a date selected by the employee within the

next thirty-day period. If the day can again not be taken for business reasons, the employee will be paid at one and one-half (1 1/2) times the employee's daily rate of pay.

ARTICLE XVI - LEAVES WITH PAY

Section 1 - Vacations

A. Employees shall be entitled to paid vacations as follows:

0-5 years of Service 12 days

6-10 years of service 15 days

11-19 years of service 20 days

20 or more years of service 25 days

All new employees as of July 1, 2007 will be covered under this vacation plan. Those employees hired prior to July 1, 2007 may retain their current plan or convert to the new plan by December 30, 2007. No further conversion of vacation entitlements will be permitted after January 1, 2008.

B. Part-time employees shall earn vacation leave on a pro-rata basis.

C. An employee may carry over the maximum of one year's allowable vacation accrual into the following year.

D. Upon separation from the agency, an employee will be paid for all vacation time earned and not used.

E. Unless there are emergency circumstances, all requests for vacation must be submitted in writing to the Unit Supervisor before the date of the requested vacation leave. Requests for extended vacation in excess of three (3) consecutive days, except for emergency circumstances, must be submitted one week prior to expected use. Approval shall be given consistent with the needs of the program, which approval shall not be unreasonably denied.

F. No vacation days will be granted prior to accrual.

Section 2 - Personal Days

All full-time employees shall receive four personal days a year as of 1/1 of each year. Parttime employees shall earn personal days on a pro-rata basis. In the absence of an emergency, no personal day will be granted without at least (24) hours advance request. Approval shall be given consistent with the needs of the program which approval shall not be unreasonably denied.

- A. In the event that an employee's employment terminates at a time when he/she has taken more personal days than have accrued, then the dollar difference between the number of days taken and the number accrued shall be deducted from the employee's final pay.
- B. Newly hired employees shall receive a pro rata portion of the aforesaid personal days based upon the period of time from date of hire to December 31. No personal days may be taken by such employees until completion of the probationary period.
- C. Personal days shall not accumulate. Unused balances of personal days at the end of the calendar year shall be cancelled

Section 3 - Legal Duty

- A. An employee shall be granted necessary time off without loss of pay when he/she is summoned for jury duty as described by applicable law.
- B. When an employee is summoned to appear as a witness before a court or judicial or quasi-judicial body on behalf of the Employer only, he/she shall be granted necessary time off without loss of pay.
- C. The employee shall notify the Employer of his/her requirement for these leaves and shall subsequently furnish evidence that he/she performed the duty for which the leave was required.
- D. Any compensation when in pay status received shall be remitted to the employer minus travel costs incurred in excess of usual commutation costs.

Section 4 - Death in the Family

- A. Employees shall be entitled to take three (3) bereavement days off with pay for the death of a parent or stepparent, spouse, child or stepchild, grandchild or step grandchild, grandparent or step grandparent, brother or stepbrother, sister or stepsister, civil union partner or person with whom the employee lives as a husband or wife
 - (1) "Immediate family" includes all persons who reside with the employee and who are regarded, generally speaking, as a member of the household unit.
- B. Employees shall be entitled to take one (1) work day off with pay whenever a mother/father-in-law, sister/brother-in-law, niece/nephew, aunt or uncle of the employee dies.
 - (1) Documentation such as obituary must be provided with the signed time card for the pay period in which bereavement benefit time is claimed.

Section 5 - Sick Leave

- A. The number of sick days shall be twelve (12) per year with pay. Part-time employees shall be entitled to such sick days on a pro rata basis. Sick leave shall be used for illness of the employee or family members, for a doctor's appointment or for other medical/health procedures.
- B. After use of three consecutive sick days a doctor's verification of illness, appointment or procedure may be required by the employee's supervisor or the President. In addition, the Employer may require an examination by a physician of its choice at its expense. In addition, in cases where a pattern of abuse has been determined an employee may, upon prior written notice, be thereafter required to submit medical verification for all future sick leave use until the pattern of abuse has been determined to be corrected.
- C. Employees may accumulate unused sick leave balances up to a maximum of thirty (30) days.
- D. No sick leave days will be granted prior to accrual.

ARTICLE XVII - LEAVES WITHOUT PAY

Section 1 - Medical Leave

- A. An unpaid medical leave of absence may be granted for up to (40) forty working days with appropriate medical certification.
- B. The employee must give at least five (5) working days' notice prior to return to work.
- C. The Employer reserves the right to have the employee examined by a physician of its choice at its expense.
- D. Upon return to work, the employee will be placed in the job position that he/she left or a comparable position.
- E. The Employer may grant requests for an extension of the leave in its discretion.

Section 2 - Military Leave - Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted to employees as required by Federal/State law.

Section 3 - Education and Emergency Leaves - The Employer may, in its discretion, grant requests for unpaid emergency leaves or unpaid leaves for educational purposes.

Section 4 Union Leave - A leave of absence not to exceed one (1) year shall be granted to one (1) employee in order to accept a position with the Union. Employees returning from such leave shall be entitled to their former or a comparable position upon (30) thirty days notice. Such shall be renewable on an annual basis. There shall be a bank of ten (10) days per year to be used by Union

representatives for training, preparation for contract negotiations and attendance at Union conferences.

ARTICLE XVIII - TEMPORARY DISABILITY BENEFITS

Section 1 - Employees who become disabled as a result of a non-work related occurrence are entitled to receive temporary disability benefits in accordance with the rules and regulations of the New Jersey Temporary Benefits Law.

ARTICLE XIX - FAMILY LEAVE

Section 1 - Family leave will be granted in a manner consistent with the New Jersey Family Leave Act and the Family and Medical Leave Act (FMLA).

ARTICLE XX - SENIORITY

Section 1 - Seniority is defined as the length of time a regular employee has been continually employed in pay status or on short-term disability or workers compensation. A return from layoff status or termination within a year shall not be considered to be a break in service.

Section 2 - For purposes of layoff, recall and transfer of non-professional employees, seniority shall prevail provided the employee has the ability to perform the available work. Management has the right to select the most qualified senior person.

Section 3 - For purposes of professional employee layoff, recall, transfer and promotion, the Employer shall develop a list of the employees involved which ranks them by qualifications as defined by the agency's job descriptions. Each employee's seniority shall be a factor to be given consideration. The Employer has the right to select the person who is most qualified. Management shall provide the Union with a copy of all job descriptions within thirty days of the contract ratification. Management shall provide the Union with copies of updated or new job descriptions when they become available.

Section 4 - An employee shall have no seniority during his/her probationary period, but upon successful completion of his/her probationary period seniority shall be retroactive to date of hire or, in the case of those returning within one year of termination of employment, seniority shall be from the date of hire minus time of leave.

Section 5 – Layoff and Recall

- A. The company shall notify the Union within two working days of receiving information from funding or other source of the possible need for lay-off. Employees shall receive as much notice as possible and in no case less than two weeks notice prior to the actual layoff.
- B. If layoffs become necessary for non-professional employees, management shall first seek volunteers within the job category(s) affected by the layoff. If there are more volunteers for the layoff than actual positions being laid off, the most senior volunteer(s) shall be laid off. If there are not sufficient volunteers, the employer shall layoff the least senior person in the job title. A person in the non-professional unit who is laid off may bump a less senior person in that unit who is in the same job title or equivalent or lower title in the same occupational group anywhere within the agency.
- C. If a lay-off of professional staff becomes necessary, management shall seek volunteers within the job categories affected. If there are more volunteers than positions being eliminated, Management shall apply Section 3 of this article.
- D. Prior to posting a job vacancy or union promotional opportunity, the employer shall recall the most senior person on layoff status who meets the established qualifications for the position. If the most senior person is unavailable to accept the position, then management shall offer the position to the next senior person.
- E. The employer shall be obligated to recall any employee to work from layoff status for a period of (24) twenty-four months following the date of layoff. Thereafter, the employer shall have no obligation to recall the laid off employee.

ARTICLE XXI - INCLEMENT WEATHER

Section 1 - In the event that the Employer declares a closing due to inclement weather, the facilities will be closed (residences excepted) and employees shall be paid for hours scheduled to be worked.

ARTICLE XXII - TRAVEL

Section 1 - Employees will be compensated for mileage when using their own cars in program work, exclusive of commutation from or to the employee's place of residence, at the rate as published by the IRS.

Section 2 - Necessary and receipted tolls and parking charges will be reimbursed.

Section 3 - Travel by public conveyance shall be at the least expensive rate.

Section 4 - Prior written approval from the Employer is required for payment of travel expenses.

Section 5 - Where appropriate and possible, the Employer shall advance travel and per diem meal costs when the employee is required to remain overnight. Meal advances or reimbursements shall be in accordance with SJBHR practice.

Section 6 - No employee will be required to use a personal vehicle to transport clients.

Section 7 - Parking Reimbursement — Parking will be provided for all employees whose regular place of business is located at Cherry Hill or Camden City. The cost of such parking will be the sole responsibility of the employer to the extent that the cost does not exceed \$60 per month. Employees may be required to contribute to any excess.

ARTICLE XXIII - CAREER DEVELOPMENT

Section 1 - All training courses at which the Employer requires employee attendance or which the Employer approves shall be on compensated time (no overtime paid). The Employer will post all training opportunities of which it becomes aware on the bulletin boards where information for bargaining unit members are normally placed.

Section 2 - Educational Assistance

- A. Employees who have at least one year of employment with SJBHR and a satisfactory performance evaluation may be eligible for educational assistance.
- B. Employees may submit a request for reimbursement for any course related to the business of the agency.
- C. All Educational Assistance must be submitted at least five working days prior to registering for the course.
- D. Reimbursement of cost will be made only after the course has been successfully completed and evidence for completion is provided.
- E. All requests for Educational Assistance are subject to the availability of agency funds.

ARTICLE XXIV - SAFETY AND HEALTH

Section 1 - The Employer shall comply with the applicable Federal, state and local laws concerning health and safety of the employees.

Section 2 - The employer shall provide a safe & healthy workplace including adequate air quality and ventilation.

ARTICLE XXV - FEDERAL AND STATE LAWS/PROFESSIONAL STANDARDS

Section 1 - In the event any Federal or New Jersey law conflicts with provisions of this Agreement, the provision so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. Disputes arising out of the operation of this Article shall be subject to the Grievance Procedure.

Section 2 - The Employer shall provide notice to and the employees shall comply with all provisions of the rules, regulations and contract of and with the Department of Human Services, Division of Mental Health Services, which pertain to their job titles, as well as in regard to any other agency having jurisdiction over the Employer's program. This includes, but is not limited to, delivery of service as well as providing timely and accurate completion and submission of reports and forms to the Employer as necessary to document the program's activities.

Section 3 - No staff will be asked to perform tasks, or be disciplined for not performing tasks, which are not in compliance with recognized professional standards.

ARTICLE XXVI - WORK OUT OF TITLE

Section 1 - In the event that an employee is assigned out of his/her regular job title to fill in on a continuing but temporary basis in a higher paid title, then he/she shall receive the high pay commensurate with the job from the time that the assignment commences.

ARTICLE XXVII – SUBCONTRACTING

Section 1 - The Employer will not subcontract bargaining unit services as long as employees are available, including on layoff, who are qualified to perform the work. In the event that such services are to be subcontracted, the employer will notify the Union at least five (5) work days in advance of committing thereto.

Section 2 - Subcontracting does not apply to Psychiatrists.

ARTICLE XXVIII - HEALTH AND INSURANCE BENEFITS

Section 1 - Health Insurance Modified to provide for coverage pursuant to the Annual review and rebidding. The plan level of benefits, co-pay and employee contributions as per the Annual review. Coverage for health insurance shall include spouses and dependents where necessary and in accordance with the terms of the insurance plan. Beginning for the 2018 benefit year, the employer agrees to place \$625 for an employee and \$1,200 for family in a Health Savings

Account. For 2019, the HSA will increase from \$1,200 to \$1,250 for the employees who select dependent coverage for the Low Plan ("High Deductible Plan for the upcoming Plan year. The HSA of \$625 for the employees who select single coverage for the Low Plan ("High Deductible Plan") remains unchanged for 2019.

Section 2 - Dental Insurance - the Employer shall continue the current dental insurance plan or its equivalent or better. Coverage shall include employees only.

Section 3 - Long-Term Disability - The Employer shall provide the current or equivalent plan. The current plan provides coverage at the rate of 66 2/3% to a maximum of \$4,500 per year.

Section 4 - Life Insurance - The Employer shall provide benefits within the industry standards.

Section 5 - General Liability & Malpractice Insurance - The Employer shall continue current or equivalent coverage.

Section 6 - Part-Time Employees - Part-time employees working twenty (20) hours per week or more shall be eligible life insurance plans. The Employer shall contribute, based upon hours per week related to (40) hours, a pro rata amount toward the cost of these insurance programs with the part-time employee being responsible for payment of the remainder at the group rate.

Section 7 - The employer shall supply a certificate policy for review at the Employer's place of business.

Section 8 - Retirement - The Employer will continue to provide the current retirement plan or its equivalent, subject to State and Federal regulations.

ARTICLE XXIX - WORKING CONDITIONS

Section 1 - Evaluations - Employees shall receive evaluations only from their immediate supervisors. All employees who are separating from the agency shall receive a final evaluation prior to leaving the agency.

Section 2 - Job Descriptions - All employees will receive official job descriptions detailing their job duties.

Section 3 - Non-bargaining unit employees shall not perform the work of bargaining unit members except in the case of an emergency.

ARTICLE XXX - TAX SHELTER ANNUITY PLAN

Section 1 - All employees are eligible to participate in a Tax-Sheltered Annuity Plan offered through the employer.

ARTICLE XXXI - NO STRIKES/NO LOCKOUTS

Section 1 - No Strikes and No Lockouts - It is mutually agreed that there shall be no authorized strike, stoppage or slowdown of work by the Union or any of its members nor shall there be any lockout by the Employer during the life of this Agreement. Any difference or misunderstanding which may arise under this Agreement shall be amicably adjusted by and between the parties themselves and if the parties themselves cannot amicably adjust the difference, then the matter shall be referred to the grievance procedure as provided herein.

Section 2 - Unauthorized Strikes - In the event of a threat of preparation for or the actuality of any unauthorized work stoppage, walkout or strike, the Union and its official shall take every reasonable action to prevent and to stop such proceedings by any of its members. The Employer agrees that none of the employees are representatives of the Union for the purpose of calling or authorizing a strike or stoppage of work. In the event that the employees engage in any unauthorized strike or stoppage of work, the Employer agrees that there shall be no liability on the part of the Union for such activity provided that, upon the Union receiving notice of said strike or work stoppage it notifies the Employer within twenty-four (24) hours that the strike or work stoppage is not authorized by the Union.

Section 3 - Any employee participating in a strike, stoppage or slowdown under this Article shall be subject to disciplinary action, including discharge. In assessing the severity of disciplinary action to be taken, the Employer may impose greater discipline upon those employees who were leaders in the authorized action and lesser upon those who followed.

ARTICLE XXXII - FUNDING INFORMATION

Section 1 - The Employer shall notify the Union of any major changes in funding.

ARTICLE XXXIII - RESPECT & DIGNITY

South Jersey Behavioral Health Resources and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and physical harassment of any kind is inappropriate.

ARTICLE XXXIV – DURATION OF AGREEMENT

Section 1 – This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025 and thereafter shall continue from year to year until either party gives the other ninety (90) days' prior written notice of a desire to change, modify or terminate same. If neither party gives notice to terminate this Agreement but one or both of the parties gives notice as aforesaid of any intention to change or modify any of the terms or provisions of this Agreement, then within ten

(10) days after such notice or not less than thirty (30) days prior to the expiration of this Agreement, representatives of South Jersey Behavior Health Resources and the Union shall meet to discuss to negotiate and if possible, agree upon such changes. In the event such negotiations continue beyond the expiration date of this Agreement, then the terms and conditions of this Agreement shall remain in full force and effect until such time as said negotiations have terminated either by reason of the parties reaching impasse or because a new Agreement has been reached.

ARTICLE XXXV - SALARIES

Section 1 - Salaries, as of the date of execution of this agreement, are as attached in I Attachment I and Attachment 2.

Section 2 - The employer shall not hire any new employee at a rate above the appropriate minimum as stated in Attachment I and Attachment 2 except where the level of education, experience, and/or specialized skill warrants.

Section 3 - The employer will notify the union within 48 hours of the decision to offer an applicant a salary above the appropriate minimum.

Section 4 – Wage Increases

Retroactive to July 1st of 2022, the base wages for employees working in IOTSS, PATH, CSS, and Licensed Practical Nurses and Registered Nurses working in IOTSS, PATH, and CSS, will increase by \$2.75 an hour. All other workers will receive an increase of \$1.25 an hour to their base.

On July 1st of 2023, the base wages will increase \$1.00 an hour for all employees.

On July 1st of 2024, the base wages will increase \$.75 an hour for all employees.

Health insurance plans for the purpose of negotiating are to be done by November 30th of each year. The parties retain all legal rights during the term of negotiations.

ARTICLE XXXVI - PENSION

Pension will be funded 5% each year for the term of this contract.

ARTICLE XXXVII - OUTPATIENT CLINICIANS

Section 1 - Clinicians at the Cherry Hill and Camden Outpatient Clinics will move to a fee for-service compensation system effective July 31, 2017.

Section 2 - All Clinicians will be afforded the opportunity to work full-time as client hours permit.

Section 3 - Clinicians shall have the opportunity to work full-time by seniority.

Section 4 - Full-time Clinicians are required to provide an average of 25 unit hours per week of completed service, i.e. 100 unit hours per month of completed service. Clinicians shall not be entitled to overtime or compensatory time. In addition, full-time Clinicians will be assigned walk-ins whenever practicable. Compensation will be based on completed services multiplied by the service rate. Completed services include all services required for each hour or half-hour session, e.g., client therapy time and all documentation and system entry.

Section 5 - Clinicians who work an average of 30 hours per week or more shall be eligible for regular full-time employee health and insurance benefits including life, ADD and LTD. Full-time work shall be determined by scheduled hours, not compensated hours.

Section 6 - All other provisions of the parties' collective bargaining agreement shall continue to apply to these clinicians, except that clinicians who are regularly scheduled to work less than 30 hours per week shall not accrue paid or unpaid benefits.

Section 7 - Effective July 31, 2017, all leaves with pay for these clinicians under Article XVI of the parties' collective bargaining agreement shall be leaves without pay.

Section 8 - The rates for each completed service are as follows: MSWs/MAs are \$38/hour and \$24/half hour, LCSWs are \$47/hour and \$28/half hour, and the bi-lingual clinician is \$40/hour and \$25/half hour.

Section 9 - Wages for Fee-For-Service Outpatient Clinicians will be subject to reopener January 15th of each year.

Section 10 - This agreement shall not apply to Clinicians at the Intensive Outpatient Clinics or the DCF Clinics.

Attachment 1 - SALARY PROGRAM
July 1, 2016

Advanced Practice Nurse	40	104,000
Bilingual Clinician		52,000
Billing Specialist I	40	26,000
Billing Specialist II	40	30,000
Case Manager	40	33,500
Clinical Services Registrar	40	32,000
Clinician	40	48,000
Driver	40	26,000
Licensed Practical Nurse	40	39,000
Medical Department Assistant	40	27,000
Medical Records Clerk I	40	26,000
Medical Records Clerk II	40	28,000
Medical Secretary	40	24,000
Nurse (Registered)	40	56,000
Operational Support Worker	40	26,000
Outreach Specialist	40	31,000
Partial Care Counselor	40	37,000
Program Assistant	40	26,000
Program Support Assistant	40	28,000
Psychiatric Rehabilitation Counselor	40	40,000
Psychiatrist	40	135,200
Res. Counselor	40	26,000
Senior Clinician	40	48,000
Team Leader	40	33,500

The Psychiatrist position may be subcontracted out by the Employer as set forth in Article XXVII. However, this base rate would only apply if a Psychiatrist is hired by the Employer as a bargaining unit employee.

MEMORANDUM OF AGREEMENT

Between Communications Workers of America, Local 1038

And

South Jersey Behavior Health Resources, Inc.

The parties agree that the MEMORANDUM OF AGREEMENT (MOA) sets forth all terms and conditions that were negotiated between the parties for the collective bargaining agreement that expired on June 30th, 2020 and subsequently extended until June 30th 2022 due to the COVID-19 pandemic. All other terms that are not set forth in this Agreement shall remain the same.

ARTICLE XV – HOLIDAYS

Section 1 – The following legal holidays will be observed:

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

~~Columbus Day~~

Thanksgiving Day

The day after Thanksgiving

Christmas Day

Columbus Day will no longer be a holiday observed by South Jersey Behavioral Health. This holiday will now be considered a floating holiday in which can be taken anytime within the calendar year. It can be used for a holiday not observed by South Jersey Behavior Health Resources or be used for any other reason. Two-week notice must be given for approval and requests shall not be unreasonably denied. If not utilized in the calendar year, the holiday is forfeit for that calendar year.

ARTICLE XXXIV – DURATION OF AGREEMENT

Section 1 – This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025 and thereafter shall continue from year to year until either party gives the other ninety (90) days' prior written notice of a desire to change, modify or terminate same. If neither party gives notice to terminate this Agreement but one or both of the parties gives notice as aforesaid of any intention to change or modify any of the terms or provisions of this Agreement, then within ten (10) days after such notice or not less than thirty (30) days prior to the expiration of this Agreement, representatives of South Jersey Behavior Health Resources and the Union shall meet to discuss to negotiate and if possible, agree upon such changes. In the event such negotiations continue beyond the expiration date of this Agreement, then the terms and conditions of this Agreement shall remain in full force and effect until such time as said negotiations have terminated either by reason of the parties reaching impasse or because a new Agreement has been reached.

ARTICLE XXXV – SALARIES

Section 4 -WAGE INCREASES

Retroactive to July 1st of 2022, the base wages for employees working in IOTSS, PATH, CSS, and Licensed Practical Nurses and Registered Nurses working in IOTSS, PATH, and CSS, will increase by \$2.75 an hour. All other workers will receive an increase of \$1.25 an hour to their base.

On July 1st of 2023, the base wages will increase \$1.00 an hour for all employees.

On July 1st of 2024, the base wages will increase \$.75 an hour for all employees.

Health insurance plans for the purpose of negotiating are to be done by November 30th of each year. The parties retain all legal rights during the term of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 23rd day of
December _____, 2022, are by and between South Jersey Behavioral Health Resources, Inc.
(hereinafter SJBHR), the Employer and the Communications Workers of America Local 1038 (hereinafter
CWA)

For SJBHR, INC.

By:

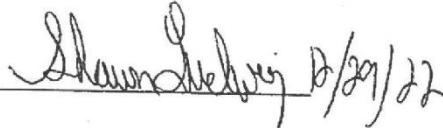
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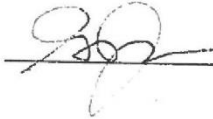

cw1fe@sjbhr

12/23/2022

For Communications Workers of America

By:


_____ 12/29/22

 George Jackson
