

COLLECTIVE BARGAINING AGREEMENT

between

**JEWISH FAMILY SERVICES of WESTERN
NEW YORK, INC.**

and

**COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**



Local 1122

January 1, 2023 – December 31, 2025

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Article 1 Recognition

Section 1. Jewish Family Services (JFS) of Western New York hereby recognize the Communications Workers of America, AFL-CIO (CWA), as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment, *of all full-time and part-time staff* in the Clinical Services Division (CSD) and associated administrative staff, excluding confidential employees and supervisors as defined by the National Labor Relations Act. It is not the intent of the Agency to be able to create new positions in the CSD that are not in the bargaining unit.

Section 2. The Agency agrees not to assign its business without expressly providing in the contract of assignment, that the assignee shall be bound by all of the contract rights of the employees under this collective bargaining agreement.

Section 3. The Agency shall provide the Local President and the Union steward, a timely notice of all new employees hired into the bargaining unit, including the employee's hire letter, and terminations from the bargaining unit. The Agency shall also provide the Local President and the steward, upon request, an alphabetical bargaining unit list with name, social security number, job title, hire date and rate of pay.

Section 4. The Agency shall provide the Local President, or designated representative, and the steward, up to one (1) hour of Agency paid time to meet with and orient new members during the new hire orientation period.

Article 2 Responsible Union – Agency Relationship

Section 1. The Agency and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Agency and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representatives of all employees covered by this contract and within rights recognized as those of management. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

Section 2. The Agency will afford reasonable working time for Union Stewards to resolve problems and investigate situations where contractual violations may exist. The Steward will act responsibly and make most prudent use of this Union time to disrupt the workplace as little as possible.

Section 3. The Union will serve notice to the Agency of steward's certification and decertification as needed.

Section 4. The Agency will also grant stewards union excused absence of no more than two (2) consecutive days with at least two (2) weeks' notice and minimal disruption. These absences shall not be considered agency time.

The above provision does not extend to contract negotiation.

Article 3
Management Rights

Section 1. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Jewish Family Services are retained by it, including, but not limited to, the right to determine the mission, purpose, objectives and policies of the Agency, to determine the facilities, methods, means and number of personnel required for the conduct of JFS programs, including the examination, selection, recruitment, hiring, appraisal, retention, promotion, assignment or transfer of staff pursuant to law, to direct, deploy and utilize staff, to establish specifications for the positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law and to discipline or discharge staff in accordance with law and the provisions of this Agreement.

Article 4
No Strike/No Lock-Out

Section 1. The Union agrees that during the term of this agreement neither the Union, nor its agents, nor its members, will authorize, instigate, aid, condone or engage in a work stoppage, slow-down or strike of any kind for any reason. The Agency agrees that during the same period there shall be no lockouts.

Article 5
Agency Shop

Section 1. All employees who are members of the Union on the effective date of this Agreement and all employees who wish to join the Union and do so after the effective date of the Agreement shall, as a condition of employment, remain members of the Union for the term of this Agreement.

Section 2. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) calendar days of continued employment or on the execution date of this Agreement, if on that date they have been employed for thirty (30) calendar days, pay to the Union an Agency shop fee equal to the amount of dues paid by Union members.

Section 3. Temporary employees, as defined in Article 15 of this Agreement, who have not joined and do not wish to join the Union must, after they have completed thirty (30) days of continued employment or on the execution date of this Agreement if, on that date they have been employed for thirty (30) days, pay to the Union an agency shop fee equal to the amount of dues paid by Union members.

Article 6
Payroll Deduction of Union Dues

Section 1. The Agency agrees to make payroll deductions of Union dues and initiation fees or the equivalent of dues, when authorized to do so by the employee on a form agreeable to the Agency. The Agency agrees to pay the Secretary-Treasurer of the Union any amounts so deducted.

Article 7
Right of Employees to Union Representation

Section 1. All bargaining unit employees shall be offered Union representation at any investigatory interview or discipline meeting which the employee believes may result in disciplinary action or at an interview where discipline is to be announced. At any of these related meetings during paid working time, only one (1) Union steward or designee may attend.

Section 2. The steward, before engaging in any functions herein set forth, shall request permission from the immediate Supervisor and state the Union business that is to be conducted on Agency time. Such permission shall be immediately granted unless it should substantially interfere with operations. The steward shall report to their supervisor upon completing each function.

Article 8
Discharge, Suspension, Demotions

Section 1. No employee covered by this Agreement will be disciplined, suspended, discharged, or demoted without just cause, except a probationary employee as provided in Article 17, Section 3.

Section 2. In the event an employee who has satisfactorily completed their probationary period is discharged, suspended, or demoted for just cause, the Local Union shall be notified in writing within twenty-four (24) hours of the action. The action shall be subject to the grievance and arbitration provisions of this Agreement if a written claim that the discharge, suspension, or demotion was without just cause is filed with the Agency by the Local Union within ten (10) working days of the action taken.

Section 3. In the case of a termination, the letter to the Local Union shall include the following:

- a.) the effective date of termination;
- b.) the reason for termination.

A second letter shall be sent to the Local Union within five (5) working days including:

- a.) a statement of any salary or accrued benefits to which the employee may be entitled.

Article 9
Grievance Procedure

Section 1. The employee is encouraged to discuss issues or problems directly with their supervisor. If the issue cannot be resolved, it can be defined as a grievance, and the following procedure shall apply.

Section 2. A grievance is an allegation by an employee or a group of employees, of a violation, misinterpretation, or breach of the written terms of this Agreement and shall be processed as per the procedure outlined below.

Step 1. A written grievance and request for a meeting with Human Resources shall be presented by the Local Union or its designee within ten (10) working days of the time the employee became aware of the event leading to the grievance. At a minimum the grievance shall be dated and cite the contract provision alleged to be violated. Human Resources shall have ten (10) working days to meet with the Local Union.

Human Resources shall submit a written answer to the grievance to the Local Union within ten (10) working days of the grievance meeting. The presence of the grievant at this meeting is at the option of the Union.

Step 2. If the Union is not satisfied with the First Step answer, a written appeal to the CEO shall be presented by the Local Union within ten (10) working days of receipt of the written First Step answer. The CEO, or designee, shall have ten (10) working days to meet with the Local Union or request an extension. There shall be a written answer to the grievance to the Local Union within ten (10) working days of the meeting.

Step 3. If the Union is not satisfied that the issue has been resolved, a written notice of its intent to submit the grievance to arbitration shall be sent to the CEO within thirty (30) days of receipt of the Second Step answer. The parties shall agree on the selection of an arbitrator within ten (10) working days after receipt of notice, or either party may submit a request for a list of arbitrators from Syracuse and west to Buffalo to the Federal Mediation and Conciliation Service.

Section 3. The Arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The Arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

Section 4. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be requested to issue their decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

Section 5. The cost of the Arbitrator's fees and expenses including the meeting room shall be shared equally by the parties.

Section 6. If the Union fails to meet its time obligation in any of the above Steps, one through three (1-3), the grievance shall be considered resolved as stated in the Agency's last answer.

Section 7. If the Agency fails to meet its time limit obligations in Step One (1), the grievance shall automatically be appealed to the next Step. If the Agency fails to meet with the Union within the Step two (2) time limits, the grievance shall be considered settled in favor of the Union.

Section 8. All time limits or Steps in the above procedure may be waived if mutually agreeable in writing by the Agency and the Union.

Section 9. There shall be no consolidation of grievances for arbitration, which involve unrelated issues, unless agreed to in writing by the parties.

Article 10
Bulletin Board

Section 1. The Agency will provide the Union with a bulletin board to be accessed by all Union members.

Article 11
Personnel Policies

Section 1. Personnel Policies shall be established by the Agency. The Union will be provided written notification of any new personnel policies or proposed changes in existing personnel policies affecting the bargaining unit and shall have an opportunity to discuss the new or changed policies with Human Resources thirty (30) days prior to implementation.

Any proposed change in the personnel policies that would conflict with, change or alter any part of this collective bargaining agreement, shall not be implemented without written agreement from the Union.

Article 12
Job Description

Section 1. The Agency shall provide a written job description for each job title in the bargaining unit. All employees shall be provided a copy of their job description at the time of hire. These job descriptions shall describe essential job functions as set forth in the Americans with Disabilities Act (ADA) and shall be reviewed during contract negotiations to determine that they accurately represent the requirements of the job title. Within a job title, assigned duties may vary from person to person but shall fall within the responsibilities appropriate for the particular job title.

Section 2. If the Agency alters the specifications of a job title by allocating, reclassifying and/or eliminating responsibilities that fall within the job title, the Union may request that the positions covered by the revised job title be posted for bidding as a lateral transfer. Such posting and bidding shall be conducted under the procedures of Article 38.

Section 3. All employees will have a primary assignment where their duties are overseen and evaluated by a designated supervisor. In some instances, employees may be assigned duties outside of their primary department. These shall have clear similarity and relevance to their primary responsibilities, and they will continue to be accountable to one designated supervisor, thus avoiding the potential for confusion and communication complications, which may be associated with two or more supervisors. It should be understood that the changes implemented will attempt to satisfy the goals of reducing duplication and maximizing efficiency of effort.

Section 4. The last principle guiding the revision of job descriptions of support staff employees, is that of providing diversity in tasks. In view of this value, to the extent possible Jewish Family Services will endeavor to see that no support staff bargaining unit member, will have their work week devoted exclusively to a single, perfunctory responsibility. Instead, support staff employees can expect a varied set of responsibilities.

Section 5. Thirty (30) days prior to initiating any significant changes in the job duties of any employees in the bargaining unit, Jewish Family Services will notify the Union and the affected employees of these intentions in writing. Within this thirty (30) day period, there shall be good faith collective discussions regarding the actions being contemplated, their impact on wages, hours, terms and conditions of employment, alternatives and the method of implementation. In the absence of mutual agreement within the thirty (30) day period, final implementation of the contemplated action will rest exclusively with the Agency provided that the action does not violate any terms of the basic articles of agreement. An extension of the thirty (30) day period is subject solely to agreement between the parties.

The term “significant changes” includes, but is not limited to, consolidation or combination of job duties of two or more existing positions or departments.

Article 13 Seniority

Section 1. Seniority shall be defined as the length of unbroken employment from first date of hire by the Agency, except as provided for by Article 15, Temporary Employees. Approved unpaid leaves of absences or layoffs shall be deducted from the length of service for purposes of establishing seniority.

Section 2. An employee who separates from employment but who is rehired within one (1) year of their separation date will have a new date of hire for competitive purposes. The employee’s original date of hire will be used for determining wages. The employee’s original date of hire will be used for determining benefits only after one (1) year following reemployment.

Section 3. Any decision to rehire or not rehire such employee shall not be subject to the grievance or arbitration procedure of this Agreement.

Article 14 Categories of Employees

The following categories of employees refer to internal policies. These definitions may vary for benefit purposes in accordance with specific legislation.

Section 1. A regular full-time employee is defined as one who is regularly scheduled to work thirty five (35) in a work week.

Section 2. A regular part-time employee is defined as one who is regularly scheduled to work less than thirty-five (35) hours in a work week but is scheduled to work at least eighteen (18) hours in a work week.

Section 3. A part-time employee is defined as one who is regularly scheduled to work less than eighteen (18) hours in a work week but is scheduled to work at least seven (7) hours in a work week. In the event the Agency would require a part-time employee to work less than seven (7) hours in a work week the Union will be notified and given an opportunity to discuss such scheduling at least fourteen (14) calendar days prior to implementation.

Section 4. Contract workers may work a fixed schedule or on an as needed basis. Contract employees are non-bargaining unit workers. Contract employees performing bargaining unit work can continue to be utilized by the Agency consistent with the limits outlined in Article 35, Bargaining Unit Work, Article 32, Layoff and Recall and consistent with the present utilization of contract employees.

Article 15 Temporary Employees

Section 1. A temporary employee is an employee of Jewish Family Services, who is hired for a limited period of time, while the Agency is actively recruiting a permanent employee to fill a vacant position or for a specific project. In either case the employment shall not exceed six (6) months in duration, unless:

- a.) the temporary employee is hired to fill a bargaining unit employee's position while on leave; or
- b.) the duration of employment is fixed by a specific grant.

In either a.) or b.) above, the Agency shall notify the Local Union, in writing, at the time of hire. The notification shall include:

- a.) the name of the temporary employee;
- b.) the name of the bargaining unit employee being temporarily replaced, if applicable;
- c.) the funding source and length provided by the grant, if applicable.

Section 2. All temporary employees shall fall under jurisdiction of the collective bargaining agreement after thirty (30) days of employment. All provisions of the collective bargaining agreement shall apply except Lay-off and Recall, Article 32 and Grievance Procedure, Article 9, Step 3 for discipline.

Section 3. If the Agency wishes to fill a position beyond but continuous with the time specified in Section 1, (of this article) it must fill the position in accordance with the provisions utilized to fill regular openings. If the temporary employee becomes a regular employee, as provided by this section their seniority shall be retroactive to the last date of hire as a temporary employee.

Article 16 Outside Agency Workers

Section 1. The Agency shall be permitted to use outside agency workers to perform bargaining unit work while they are actively recruiting a permanent employee to fill a vacant position; provided, that any such worker shall not continue in service for longer than six (6) months. Such workers are excluded from the bargaining unit and from all rights afforded by the Collective Bargaining Agreement. In the future, the Agency will not depart from its prior practice of using outside agency workers.

Article 17 Probation

Section 1. The probationary period for full-time employees shall be for ninety (90) calendar days. However, the probationary period for full-time employees may be extended for up to an additional ninety (90) calendar days if required, at the sole discretion of the Agency.

Part-time employees' probationary period shall be the equivalent equaling sixty-four (64) workdays. However, the probationary period may be extended for up to sixty-four (64) workdays if required, in the sole discretion of the Agency.

Written notice will be served to the employee and the Local Union within forty-eight (48) hours of the decision to extend their probation.

Section 2. Social Workers who do not possess the required license or certification at the time of hire must obtain such during the probationary period. Up to two (2) additional probationary periods may be automatically granted for unlicensed staff to obtain the required licensure.

Section 3. The discharge of any probationary employee shall not be subject to the grievance or arbitration procedure of this Agreement.

Article 18 Work Week

Section 1. The normal work week for full-time employees shall be thirty-five hours (35) per week, Monday through Friday. Work schedules shall be established in accordance with the existing starting and ending times for the Agency.

Section 2. Full-time employees shall not be scheduled to work more than two (2) evenings a week unless the employee volunteers to do so. Failing volunteers, assignment will be by seniority within the needed classification. Evening hours will be defined as a period of time between 4:00 pm to 8:00 pm. It is understood that at least one of the two shifts, for clinicians, would be until 8:00pm. Any night in which in office evening hours are scheduled there shall be a CSD administrative staff person scheduled until 8:00pm. Note that employees scheduled to work a day shift that ends at 5:00pm are not considered to have worked an evening.

Section 3. The employee has the option of requesting hours of work that differ from the seven hour workday at the time of hire or as per Section 7 below. In the event the Agency requires a change in the work week or shift assignment, the Union will be notified ten (10) calendar days in advance of the proposed change or as soon as it becomes reasonably known to the Agency and will be given the opportunity to present a proposal for discussion regarding the change. The Agency shall first request volunteers for the change, with the most senior volunteer in the job title being assigned. If there are no volunteers, the least senior employee in the job title will be assigned.

Section 4. Work beyond thirty-seven and one-half (37.5) hours shall be paid at time and one-half the hourly rate. All overtime must be approved in advance. An exception can occur if an employee has an unplanned need for absence, up to 2.5 hours, and is willing to make up the work hours in the same pay period. In this case, if approved by the Supervisor, the Agency would not be required to pay overtime for those hours.

Section 5. The Agency will assign mandatory overtime as required for support staff on a rotation basis according to inverse seniority, junior to senior by anniversary date.

Section 6. All employees may be expected to work outside the regular work schedule from time to time. A regular work schedule is defined as the number of hours an employee works on a given day and on which day(s) the employee works within a pay period (inclusive of the start and ending times). It's understood by the parties, that employees who have off site community engagements and/or training sessions in the community may have variations to their regular schedule.

Section 7. An employee may request a change in the regular work schedule with notification to the employee's supervisor. Final approval will be from the supervisor and the schedule will be altered as needed. It is understood that no employee may change their regular work schedule in a way that will alter their total weekly work hours.

Section 8. Bargaining unit employees may request incidental schedule changes. Incidental schedule changes shall be defined as non-permanent and shall be scheduled as follows:

- a.) in increments of one half (1/2) hour;
- b.) prior approval from the Supervisor; forty-eight (48) hours in advance is required;
- c.) management has the option to approve or deny the request based on Agency needs; and
- d.) request for incidental schedule changes and the responses from management are not subject to the grievance procedure.

Section 9. If the Agency decides to implement a system of on-call, the Agency will provide the Union thirty (30) days' notice prior to implementation, for the purpose of negotiating the specific provisions of the program.

Article 19 Wages

Grade	Title	Hourly Wage Range
I	<i>Paraprofessionals</i> (Secretary, Receptionist, Intake and Care Managers)	Low - \$20.0000 Mid - \$22.5000 High - \$25.0000
II	<i>Sr. Paraprofessionals</i> (Senior Secretary)	Low - \$21.0000 Mid - \$23.5000 High - \$26.0000
III	<i>Professionals</i> MHC/MSW	\$26.9231 /hr. (~\$49,000)
IV C Licensed (Highly Skilled)	<i>Professionals</i> LMHC and LMSW	\$28.5714 /hr. (~\$52,000)
V B Licensed (Highly Skilled)	<i>Professionals</i> LCSW	\$31.3186 /hr. (~\$57,000)
VI A Licensed (Highly Skilled)	<i>Professionals</i> LCSW-R	\$32.9670/ hr. (~\$60,000)

Section 1. Prior collective bargaining Agreements contained job titles and/or functions that no longer exist in the CSD. In the event that the Agency reestablishes these titles/functions within the CSD, the Agency and the Union shall meet and confer with respect to setting market appropriate wage ranges for such titles/functions. Further, it is understood that certain titles are very generic, but may have different functions based on program funder requirements.

Section 2. Employees promoted to a job classification with a higher wage, shall be placed at the rate for the new job title.

Section 3. Salaries are paid every two (2) weeks by check. When feasible, salaries covering vacations will be advanced for the vacation period at the request of the employee to the Finance Office.

Section 4. The Agency will notify the union of any suggested annual increases to wages and engage in discussion if deemed necessary.

**Article 20
Paid Time Off (PTO)
35 HOUR WEEK**

Section 1. Paid Time Off (PTO) is an accrual system in which paid leave is earned for each hour worked as well as for each hour of PTO used, any excused absence time or other paid leave, with the exception of Holidays, which substitutes for regular work hours.

Section 2. All employees will accrue PTO as outlined below:

YEARS OF SERVICE	DAYS	HOURS	PTO ACCRUAL RATE	
			Days/Month	Hours/Month
Date of employment through completion of second year	21	147	1.750	12.250
From second year anniversary date through completion of five years	26	182	2.167	15.167
From fifth year anniversary date through completion of ten years	31	217	2.583	18.083
From tenth year anniversary date through completion of fifteen years of service	33	231	2.750	19.250
After fifteen years of service	35	245	2.917	20.417
After twenty years of service	36	252	3.000	21.000
After twenty-five years of service	37	259	3.083	21.583

Section 3. **Exemptions**

- a.) Date of employment thru the completion of five (5) years will be waived for the LCSW and LCSW-R. All LCSW and LCSW-R on date of hire will receive thirty-one (31) PTO days pro-rated to the end of that calendar year.
- b.) Date of employment thru the completion of two (2) years will be waived for the LMSW **and** LMHC. All LMSW **and** LMHC on date of hire will receive twenty-six (26) PTO days pro-rated to the end of that calendar year.

Section 4. Proration shall be calculated for regular part time employees in the following manner:

<u>Hours of Work</u>	<u>Proration</u>	<u>Benefit Day</u>
35	100%	7.0
28	80%	5.6
21	60%	4.2
18	50%	3.5

Section 5. Each calendar year, employees may use:

- a.) the total PTO time that they will accrue during that calendar year; and
- b.) any PTO time that the employee has accrued from the previous year and has not used consistent with the terms of Section 14.

Section 6. In the event that an employee leaves employment for any reason, they will be paid for unused time that they have accrued or if the employee has used unaccrued time, they will be subject to repay the Agency.

Section 7. No employee will be required to take PTO during a specific period not desired by the employee, nor will all employees be denied from taking PTO during a specific period, unless there is a clearly demonstrated necessity.

Section 8. PTO credits will begin accruing from the first date of employment.

Section 9. If a holiday occurs during a PTO period, it shall not be computed as part of the PTO.

Section 10. The scheduling of PTO shall be within the discretion of the Supervisor on the basis from individual employees submitted according to the following schedule:

<u>Submission Date</u>	<u>Leave Request Time Period</u>
December 9 (previous year)	January – June
January 9	July – December.

In reviewing PTO requests, the Employer will determine if its staffing needs can be met and thereafter will approve or deny PTO requests on the basis of seniority among employees in the same department. Requests made after the specified review dates will be considered on a first come, first serve basis, to the extent that the Employer can spare the employee. In order to ensure that staffing requirements and coverage are met at all times, planning of PTO will be addressed as early as possible. The reviewing of planned PTO requests shall be at discretion of the Supervisor.

PTO requests made by individual employees will first be submitted for review via a provided calendar according to the following schedule:

<u>Submission Date</u>	<u>PTO Request Time Period</u>
December 9 (previous year)	January – June
January 9	July – December

In reviewing planned PTO requests, the Supervisor will approve or deny planned PTO requests on the basis of seniority among Employees sharing the same job title. Approval of planned PTO requests will include the assignment of required coverage as determined by the Supervisor. Staff will be made aware of assigned coverage responsibilities. Requests made after the specified review dates will be considered on a first come, first served basis, to the extent that the Supervisor can spare the Employee. Approval of planned PTO requests will be considered finalized following the electronic submission of the PTO request. Electronic submissions of PTO requests must include a note indicating which staff will be providing coverage.

Section 11. Employees may elect to use PTO at half hour increments at a minimum of one hour per day.

Section 12. No credits for PTO shall be earned during periods of unpaid leave after exceeding sixty (60) calendar days.

Section 13. PTO Usage:

- a.) Employees will accrue PTO from the first date of employment.
- b.) PTO can be scheduled after a request has been submitted in writing (in ADP system) and approved by the Supervisor. When time off requests are submitted, after the deadline in Section 10 above, the employee will be asked to find their own coverage or the request may be denied. Employee requests for PTO will be granted or denied within five (5) calendar days after effective notice of the request to the Supervisor.

PTO requests submitted after the deadlines in Section 10 (above) will be submitted electronically. The Employee is responsible for securing their own coverage for PTO requests submitted after the deadlines in Section 10 and electronic submissions of PTO requests will not be considered unless included is a note indicating which Employee will provide coverage or the request may be denied. Employees submitting a PTO request for a day on which they have been assigned to provide coverage is responsible for securing alternate coverage or the request may be denied. Requests for PTO will be granted or denied within five (5) calendar days after effective notice of the request to the Supervisor.

- c.) PTO can also be used for any reason. In order to receive full pay and authorized time off for unscheduled PTO usage, employees must have “voice to voice and/or voice mail contact” with the front desk and Supervisor. Three (3) consecutive days of No call / No show will be considered a voluntary termination, except in extenuating circumstances.

- d.) After five (5) consecutive days of illness, an employee may be eligible for short term disability and must contact the Human Resource Department for an application. The employee must cooperate fully with Human Resources in promptly completing all related forms and paperwork, unless prevented by incapacitation in which case completion is to be done as soon as practicable.
- e.) The parties acknowledge that an employee may require an emergency personal leave day. A request for an emergency PTO leave day should be to cover an extraordinary circumstance which could not have been anticipated by the employee and which could not be attended to outside the employee's work schedule. At the Agency's request the employee has the burden to establish the justification for an emergency PTO leave day, such as home repair emergency, health care emergency or automobile emergency. The Agency can grant or deny the request, and further can grant or deny the use of PTO for the request.

Section 14. Unused PTO

- a.) Full-time employees may carry over a maximum of forty (40) hours of earned PTO from one year to the next as long as they take an equivalent amount of PTO time prior to the month of July in the year of the carryover. The amount of carryover for the part-time staff member shall be proportionate to the individual's work week.
 - b.) The agency recognizes only grandfathered employees sick bank hours effective December 31, 2022.–No further sick bank hours may be added unless an agency- wide exception is designated.
 - c.) If an employee is on unscheduled PTO for more than five (5) consecutive work days, or seven (7) calendar days, when due to illness, the staff member must apply for the disability insurance program or workers' compensation. While on medically approved disability leave, the staff member must use accumulated PTO days and/or sick bank days to cover the portion of salary not paid by the disability insurance carrier or workers' compensation but may reserve the equivalent of one (1) week PTO.
 - d.) Any hours remaining in the sick bank at the time employment ends are forfeited and not paid.

New York State has enacted a Paid Sick Leave Law (New York State Labor Law 196-B) (hereinafter the "PSL") which provides for paid time off for employees under certain circumstances. However, the Parties have already provided for amounts of paid time off in this Agreement that meet or exceed the requirements of the PSL. Whereas rather than renegotiate new and different paid time off benefits, and/or risk having to trade other secured rights in exchange for differing benefits, the Parties agree that the current Agreement's provisions provide substantial protections to employee and that the Parties prefer that the current benefit time off provisions of the Agreement, specifically this article, should continue to apply. This is in satisfaction of Sections 9 (a) and (b) of the PSL.

Section 15. An eligible employee may voluntarily donate a portion of their own PTO hours to another employee. The employee will be eligible to give hours from their own accrued balance of PTO. Time donated will be converted to a dollar value which will in turn be converted to the equivalent hours of time based on the recipient's hourly rate. An employee may donate up to one work week, thirty-five (35) hours from their accrued balance in each PTO plan year. Donations may be made from accrued unused PTO. Once donated, the gift is irrevocable. Recipients of donated PTO are eligible to be paid up to seventy (70) hours of PTO per pay period.

Article 21 Holidays

Section 1. All full-time and regular part-time employees shall be entitled to paid holidays. Regular part-time employees who work at least nineteen (19) hours a week shall receive holiday leave proportionate to the time worked. Jewish Family Services shall be closed on the following legal holidays if they fall on a workday:

- a.) New Year's Day;
- b.) Memorial Day;
- c.) Independence Day;
- d.) Juneteenth;
- e.) Labor Day;
- f.) Thanksgiving Day;
- g.) The Day after Thanksgiving;
- h.) Christmas Day.

For any of the above holidays that fall on a Saturday or Sunday, the previous Friday or the following Monday shall be observed as the holiday, respectively.

Section 2. The Agency will observe the following religious holidays if they fall on a workday, but there shall be no less than thirteen (13) paid holidays each year:

- a.) Rosh Hashanah 2 days;
- b.) Yom Kippur 1 day;
- c.) Sukkot 1 day;
- d.) Passover 2 days;
- e.) Eid al Fitr 1 day.

For religious holidays not listed, the clinic may remain open to provide continuity of care.

Employees not assigned to work these days shall have the option of taking the day(s) with or without pay. Employees choosing to take the day(s) without pay shall schedule alternate holiday time off within thirty (30) days after the holiday with the Supervisor approval.

Section 3. Each holiday shall be equal to seven (7) hours of leave for a full-time employee. Employees who work a compressed or flex schedule, and who are scheduled to work at a time when JFS is closed due to a holiday, shall have the option of converting to a five (5) day work week during that week, or of using PTO for work time in excess of seven (7) hours that was scheduled on that holiday.

Section 4. The Agency will guarantee a minimum of thirteen (13) holidays in any one year for full-time employees between January 1 and December 31. If the total number of days provided in Sections 1 and 2 above, do not reach the total, another day or days will be made available.

Section 5. An employee who uses an unscheduled absence on their last regular scheduled workday before a holiday or their first regular scheduled work day after a holiday may not be entitled to holiday pay unless, a doctor's excuse is provided or documentation to prove true emergency circumstances existed is provided.

The Agency will notify the employees of which Holiday and dates to be observed by November 15th of each year.

Article 22 Extended Medical Leave of Absence

Section 1. Requesting Leave

In order to go out on an extended medical leave of absence, the employee must provide an informative medical certification describing the injury or illness, the course of treatment and give an estimated return to work date. JFS must approve the leave request.

Section 2. Status Reports

If the leave of absence is approved, the employee will be required to call their supervisor with periodic reports of status and an estimated return to work date approximately every thirty (30) calendar days. The employee must also provide updated medical certification at this time. If the employee fails to call in and provide certification according to this schedule, leave will be considered an unapproved absence. The employee will be sent a maximum of two (2) reminder letters in this regard per leave, and thereafter, if the employee fails to comply again, employment may be terminated at the Agency's discretion.

Section 3. Maximum Length of Leave

Time off for a medical leave will not exceed a total six (6) month period in a rolling twelve (12) months. Once the maximum period is reached, the worker's employment may be terminated at the Agency's discretion.

As the appropriate deadline approaches, the employee may contact the Agency and demonstrate that, in the reasonably near future, a firm return to work date can be set by the employee's doctor, and if so, the Agency may consider a brief extension of the deadline. This is in no way the Agency's obligation, but instead the responsibility of the employee.

Section 4. Advance Notice of Return to Work

An employee on an extended medical leave of absence shall be required to notify the Agency of an intention to return to work at least one (1) week in advance, otherwise there may be cause for delay in the employee's reinstatement to active employment.

Section 5. New Employment While on Leave

Acceptance of new employment while on an extended medical leave of absence (except with the Agency's written approval) will be considered grounds for termination.

Section 6. Agency's Reservation of Rights

The Agency reserves the right to ask the employee's doctor for clarification of any medical certification or medical justification for a leave, or a release to return to work. The Agency also reserves the right to require the employee to submit to an examination by an Agency-designated doctor or consultant at any time. Failure of the employee to fully co-operate will be deemed a voluntary resignation.

Article 23
Unanticipated Closures and Government Mandate Reductions

Section 1. Unanticipated Closures:

If the Employer determines that the Agency should be closed for unanticipated reasons, the Agency phone message will be changed to reflect the closure as soon as possible and the Agency will endeavor to notify the staff via the agency communications procedure. The closure will be posted on social media.

Staff with remote work capacity will be asked to adjust their workflow to work from home.

In the event a staff member is unable to perform the full extent of their duties remotely due to the nature of their work the employee will be paid for up to three days, while at home. These individuals may be temporarily assigned to modified work at the Employer's discretion. Employees shall not be required to use holidays or PTO days in these circumstances.

In the event the Agency is open, but the employee is unable to report due to weather or road conditions in their home area, the employee will be asked to work remotely. Should the employee be unable to complete their work remotely they may use PTO or take unpaid time for the absence. Employees on pre-approved PTO at the time of an emergency closure will not have PTO restored.

Staff will be expected to work remotely when unable to report to the office due to the office being unavailable. If unable to work remotely due to lack of technology, staff will be required to use PTO.

Section 2. Government Mandates:

In the event it is necessary to reduce the number of employees permitted to report to the office due to a government mandate, those employees who are required to work remotely due to the mandate but are not capable of performing the full extent of their duties remotely, may be furloughed without pay for up to 30 days with continuation of health-related benefits and accrual of seniority. After the 30th day, these individuals may be laid-off.

Article 24
Bereavement Leave

Section 1. Regular full-time employees shall be granted three (3) paid days of bereavement leave for each occurrence of the death of a spouse, or domestic partner in the employee's household, the employees, and/or the employee's domestic partner's child, grandchild, parent, brother, sister, grandparent, stepmother, stepfather, stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, and brother-in-law.

Section 2. Regular part-time employees shall be granted bereavement leave pursuant to Article 20 Section 4, Proration of Benefits.

Article 25
Health Insurance

Section 1. The Agency shall share premium cost as follows:

- a.) for employees who work thirty (30) or more hours per week, eighty-five percent (85%) of the monthly single premium;
- b.) for employees who work twenty-one (21) hours per week, but less than thirty (30) hours per week, sixty percent (60%) of the monthly single premium;
- c.) for employees who work eighteen (18) or more hours per week, but less than twenty-one (21) hours per week, fifty percent (50%) of the monthly single premium.

The Agency shall pay the dollar amount equal to the percentages of single coverage premium provided for above, for any employee who elects family coverage.

Section 2. For new employees, hired on or before the fifteenth (15) of the month, coverage shall begin on the first day of the month, following date of hire. For new employees hired after the fifteenth (15) of the month, coverage shall begin on the first (1) day of the month following thirty (30) days of employment.

Section 3. Eligible employees may apply for health insurance coverage at the time of employment, when they transfer to an eligible status, within thirty (30) days of a qualified family status change, or during the annual open enrollment period held each November with coverage becoming effective the following December 1. An eligible employee may select single or family coverage.

Section 4. Each employee, who works at least thirty (30) hours per week, who declines to participate in Jewish Family Services group health insurance plan, and who provides evidence satisfactory to the Agency that the employee has reasonably equivalent health insurance coverage from another source, shall receive a cash payment of one hundred dollars (\$100.00) each month. All other eligible employees shall receive a pro-rated payment.

Section 5. If any element of a plan changes, or if any carrier discontinues a plan the Agency and the Union will negotiate over the change. The parties will consider whether another plan can be substituted, or whether there is some means to lessen or avoid the effect of the change on bargaining unit members.

Article 26
Flexible Benefits Plan

Section 1. The Agency will make available to full-time and regular part-time employees, a flexible benefits plan. The flexible benefits plan includes the following options:

- a.) Supplemental Health Insurance;
- b.) Health Care Flexible Spending Account;
- c.) Dependent Care Flexible Spending Account;
- d.) Employee Supplement Life Insurance;
- e.) Dependent Life Insurance (Spouse/Child);

Section 2. The plan is a section 125 cafeteria plan. Employee elections may be made when employees become eligible, or during the annual open enrollment period. Elections may be changed only during open enrollment periods, or within thirty (30) days of a qualified family status change as defined by the Internal Revenue Service.

Section 3. Employee contributions to the medical flexible spending accounts, and accidental death & dismemberment plans will be deducted from employees' pay on a pre-tax basis. Employee contributions to supplemental life, dependent life, and long term disability insurance will be deducted from employees' pay on an after-tax basis.

Section 4. Flexible Spending Accounts: Employees may contribute pre-tax dollars from their pay to a health care and/or dependent care flexible spending account, **up to the maximum legal limit** per year, and will be reimbursed for eligible expenses as defined in the plan document.

Section 5. Accidental Death & Dismemberment (AD&D): Employees may elect AD&D coverage for themselves and eligible dependents. This coverage supplements any Agency-provided AD&D coverage.

Section 6. The flexible benefits plan will include a flex card that reflects the balance of medical and/or dependent reimbursement account. This flex card will also be provided for utilization for doctor office co-pays and prescription purchases in compliance with New York State guidelines.

Article 27
401K

Section 1. The Agency will maintain the Jewish Family Services 401 (k) Plan. The material terms of the 401 (k) are set forth in the "Summary of the Jewish Family Service of Buffalo and Erie County 401 (k) Plan" and are as follows:

- a) The plan year is from January 1 to December 31
- b) Employees will enter the plan on the first day of the month coinciding with or on the first day of the next month following their hire date.
- c) There will be a one-year vesting requirement.

d) Contributions:

- 1.) The employee may contribute up to the maximum percentage and dollar amount allowed by law; modification allowed prior to beginning of each pay period.
- 2.) The Agency will contribute an equal amount to two (2.0%) percent of compensation for eligible employees (after one (1) year of service and a minimum of 1000 hours), who are employed at any time during the plan year.
- 3.) The Agency will match employee contributions up to two (2.0%) percent of compensation; for eligible employees, (after one (1) year of service and a minimum of 1000 hours), who are employed at any time during the plan year.
- 4.) Catch-up Contributions – additional contributions for participants who have attained age 50 (will be eligible for match).

All of the contributions to the plan outlined in 1.), 2.), 3.) and 4.) above, will be made at the end of each month.

- e.) Following the execution of the 401 (k) Plan document, JFS will prepare and distribute a summary plan description to participants of the 401 (k) Plan;
- f.) A third party administrator has been selected by JFS as investment manager and trustee for the 401 (k) Plan, and JFS shall select any other entity necessary for the administration of the 401 (k) Plan; and JFS, or its representative, will take any and all actions necessary to obtain a favorable determination from the IRS of the tax-qualified status of the 401 (k) Plan, if necessary. The Union will be notified of any change to the third-party administrator prior to the change.

**Article 28
Travel & Reimbursement**

Section 1. All mileage while in the Agency's business shall be reimbursed per mile, and as per the reimbursement rate set by the Internal Revenue Service, except where restricted by the Agency's contract with a funding source.

Section 2. If an employee is required to visit a client's home at the beginning or end of the day, the employee shall receive reimbursement for the mileage in excess of the employee's normal commuting to or from the permanent reporting location(s).

Section 3. In compliance with Department of Labor regulations, when an employee is required to make a one-day trip for business purposes, they are compensated for the time spent traveling to and from the assigned location (but not the time spent traveling between home and the mode of transportation) and the time involved in actually working on the assignment. The time normally spent on meal breaks is not compensable.

Section 4. The parties agree that all employees should effectively arrange travel routes and schedules to try to minimize travel reimbursement expense.

Section 5. At no time will the bargaining unit employees be required to transport Jewish Family Services clients in their personal vehicle.

Article 29 Cell Phone Utilization

The Employer shall provide cell phones as needed to enhance the safety of bargaining unit employees. Employees should only use their work cell phone for work purposes.

Article 30 Staff Development

Section 1. Staff development programs that offer opportunity to employees to improve their knowledge, skill, and ability in order to enhance the quality of their work shall be established.

Section 2. Opportunities shall be provided to employees to participate in conferences, institutes, seminars, and workshops. With the approval of the Agency and as permitted by funding sources, employees would be eligible for partial and full payment of related expenses (e.g., travel and tuition) as mutually agreed in advance.

Section 3. It shall be the goal of the Agency to pay tuition and lost time wages for **two (2)** local seminars per professional employee per year.

- a.) The employee has the responsibility to make a request to attend a seminar in a timely fashion.
- b.) When an employee attends a training session or seminar, they shall share the information obtained at the Agency's request.

Section 4. In circumstances where the Agency requires the employee's attendance at a training program, then all costs associated with the activity shall be the responsibility of the Agency.

Section 5. Clinical staff will not be required to work outside of their scope of practice, which would put their license at risk for malpractice.

Section 6. For any training initiated by the Employee and approved by the Supervisor, a limit of 7.0 hours per day will be considered time worked for each day of training. The Agency will follow all legal requirements for payment for travel time.

Article 31 Relocation of Personnel

Section 1. Every employee shall have permanent reporting location(s) governed by where the Agency hired the employee to report, and on which days of the week the employee is required to report there. In the event it is necessary to relocate personnel within the same job title in the bargaining unit to different Agency work sites, the following procedure shall be followed.

Section 2. The Agency shall seek volunteers to accommodate the necessary relocation by posting a notice at all Agency work sites for a period of ten (10) workdays. Employees shall apply in writing for the posted position. If two or more employees apply, the Agency shall select an individual considering seniority, documented performance, qualifications, and objectives for site development.

Section 3. If no employee volunteers to accommodate the relocation, or the Agency chooses not to accept a volunteer, the individual with the least seniority in the job title whose performance, with minimal training, reflects the ability to meet the objectives for site development shall be selected. If the Agency changes such permanent reporting location(s), it shall provide to the employee four (4) weeks' notice prior to the first day the location(s) are to change. The notice shall include:

- a.) the days of the week that such change will affect;
- b.) the duration of the change; and
- c.) the new location(s).

No bargaining unit member shall be required to change their reporting location(s) more than once within a six (6) month period. Bargaining unit members required to change their reporting location shall receive reimbursement for the difference in mileage resulting from the change for the first ten (10) working days.

Working from home is not considered a change in the reporting location.

Article 32 Layoff and Recall

Section 1. To afford the Union reasonable opportunity to discuss a pending lay-off, the Agency will give the Union a thirty (30) day advance notice of its intention to reduce the work force.

Section 2. In the event that a force reduction becomes necessary, employees shall be laid off in inverse order of seniority, within a job classification, as listed in Article 19, Wages in the following order:

- a.) outside agency employees;
- b.) temporary employees;
- c.) contract persons doing bargaining unit work;
- d.) part-time employees;
- e.) regular part-time employees; and
- f.) full-time employees.

Section 3. A full or part-time employee with more seniority may bump the least senior full-time or part-time employee in any job classification listed in Article 19, Wages. The employee must be qualified, based on the job classification's most current job description. The employee must be able to work the required schedule.

If an employee bumps, as described in this Article, they shall receive the wage grade of the person bumped. An employee who is bumping, and who is at a higher wage rate shall retain the higher rate for three (3) months and then receive the lower rate of the bumped employee.

Section 4. Recall shall be in order of seniority. Employees retain recall rights for twelve (12) months from the date of layoff, except when employees who agreed to be recalled to a position other than that from which they were originally laid off and who are not permanently assigned to that position after ninety (90) days, will have their recall rights extended by ninety (90) days. See paragraph c.) below.

- a.) In the event of a vacancy in a title that an employee bumped from, that employee shall be offered to return to this vacancy in order of seniority. An employee refusing recall to this original job classification, shall lose their recall seniority rights.
- b.) An employee who has been laid off because of being bumped, shall be recalled in order of seniority.
- c.) In the event of recall due to a vacancy, other than the one laid off from, or new position within the bargaining unit, former employees who have been laid off less than twelve (12) months will be recalled in order of seniority, as long as they possess the necessary ability and qualifications to perform the job. Laid-off employees may refuse to be recalled to a position that is different in classification, salary or hours from that of their original position. Once this right of recall has been waived, however, the Agency is not obligated to offer the employee another opportunity to be recalled to that particular position.

Section 5. Employees who agree to be recalled to a position other than that from which they originally held will have a ninety (90) day trial period. At the end of ninety (90) days, the Agency will make a decision to either assign the position to the employee on a permanent basis or to return the employee to layoff status. Once a permanent assignment has been made, the employee waives the right to return to their original position.

Section 6. Employees who agreed to be recalled to a position other than that from which they were laid off and who do not accept a permanent assignment to have new position after ninety (90) days when offered by the Agency will not have their recall rights extended by ninety (90) days.

Article 33 State or Federal Law

Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal Law. In such event the condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either party to the extent necessary to comply with the law.

Article 34
Equal Employment Opportunity

Section 1. Jewish Family Services provides equal employment opportunity to all protected classes, in accordance with applicable federal and state laws. This policy extends to all terms and conditions of employment, including placement, promotion, termination, leaves of absence, compensation, and training. In addition, JFS will not use the services of any placement agency known to discriminate in its referrals on the basis of any of the characteristics mentioned above.

Section 2. This Agreement is gender neutral in language.

Article 35
Bargaining Unit Work

Section 1. The Agency will not convert any bargaining unit job title to a non-bargaining unit position where a current bargaining unit member is performing the work, or a bargaining unit member can be hired to perform the same job.

Section 2. The Agency may assign a Supervisor to perform bargaining unit work under any new program provided the Supervisor performs supervisory work more than fifty percent (50%) of the time. After the first twelve (12) months, if the Supervisor is still performing bargaining unit work, the union will be notified and afforded the opportunity to discuss the future operations for the program.

Section 3. It is agreed that in the event Jewish Family Services secures funding for additional programs within the mental health clinic, the Union will be notified and afforded the opportunity to discuss bargaining unit status and, if applicable, terms and conditions of employment for any new positions under the current collective bargaining agreement.

Article 36
Contracting Out Work

Section 1. Contracting out work is defined as the use of another Agency, Contractor or outside Agency to perform work that is normally and customarily performed by the bargaining unit.

Section 2. Contract employees will not be scheduled to perform bargaining unit work, for more than 3.75 percent of the total number of hours worked by bargaining unit employees, on a calendar year basis. Utilization review is not considered bargaining unit work.

Section 3. The Agency will not contract out bargaining unit work if such contracting out will cause, currently and directly, layoffs from employment with Agency, part-timing of present employees, or any reduction in an employee's regular hours of work.

Article 37
Job Posting and Bidding

Section 1. The Agency agrees to post all vacancies in the bargaining unit. If a job is going to change to a point when more than fifty (50) percent of the work week is devoted to one task, where it is not currently the case, then this job will also be posted. Seniority shall be the determining factor when two or more employee bidders possess reasonably equal necessary qualifications. A claim by the Union that the qualifications of the bidders are reasonably equal may be processed in accordance with the grievance and arbitration procedure of this Agreement.

Section 2. An employee moving to a different job title or promoted as per Section 1. above, shall have a three-month trial period during which the employee may elect to return to their former position, or the Agency may require the employee to return to their former position based on documented work performance. Before the Agency hires employees to work less than thirty five (35) hours per week, it shall first offer present employees, within the job title, the opportunity to bid on the number of hours the Agency intended to fill by hiring. In no case will an employee's weekly hours be more than defined in Article 18.

Section 3. Jewish Family Services agrees to notify bargaining unit members of the opportunity to undertake special assignments. In selecting an individual for the particular special assignment, the Agency will consider the qualifications and attributes desirable for the assignment, the feasibility of work schedule changes, seniority, and the objective of providing the opportunity for special assignments to those who are qualified on a rotating basis.

Article 38
Complete Agreement

This Agreement contains the full and complete Agreement on all issues between the parties.

The Union shall be provided written notification of proposed changes in practices and shall have an opportunity to discuss them with the CEO prior to implementation; provided, however, that the Agency shall not alter binding past practices or the terms of this Agreement. There are and shall be no other Agreements except as enumerated herein or may be agreed upon during the contract term of the Agreement. Any such Agreements that are made during the contract term shall be reduced to writing and signed by the parties.

The parties have endeavored to set forth in this Agreement all of the wages and fringe benefits afforded bargaining unit employees. Changes in practices dealing with wages and fringe benefits not specified in the contract or not established by binding past practice can be grieved only up to the Third Step of the grievance procedure.

Article 39
Notice of Voluntary Termination

An employee holding a professional position is required to give a four (4) week written notice of resignation. A support staff member is required to give a two (2) week written notice. Failure to give adequate notice will result in forfeiture of any accrued unused PTO. In order to be considered in good standing the employee may not have a negative PTO balance. Such negative balances will be resolved by having the amount repaid from the final paycheck.

Article 40
Safety & Health

Section 1. The Agency will observe all applicable health and safety laws and regulations and will make every reasonable effort to provide and maintain safe working conditions and a safe and healthful work environment.

Section 2. Should an employee identify an unsafe condition, they should bring the issue first to their immediate supervisor and to Human Resources. The immediate supervisor, Human Resources, a Union Representative and an affected employee will meet in an effort to correct the unsafe condition. If a satisfactory resolution is not received, the employee may file a grievance as outlined in Article 9 of this Agreement.

Section 3. Employees will observe all applicable health and safety laws and regulations and comply with all Agency health and safety rules and instructions.

Section 4. The Union and Employer agrees to a Safety and Health Committee that will meet as often as necessary but will endeavor to meet in a quarterly basis in an effort to collectively remedy safety and health concerns. Issues and resolutions that are discussed at this committee will be shared with all employees.

Section 5. The Agency utilizes cameras throughout facilities as advised by security services.

Article 41
Duration of Agreement

Section 1. Agreement shall be effective as of January 1, 2023, and shall remain in effect for an initial duration period of three (3) years to and including December 31, 2025, and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate ninety (90) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Agency shall commence collective bargaining with respect to a new Agreement.

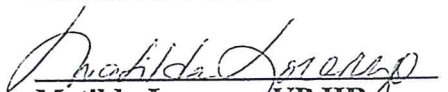
Section 2. In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than ninety (90) days prior to the end of the initial period, request in writing negotiations on modifications or amendments of this Agreement. If such written request is made, the parties shall negotiate on modifications and amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving ninety (90) days written notice of termination to the other party.

This Agreement is entered into this 1st day of January, 23

For the Agency:

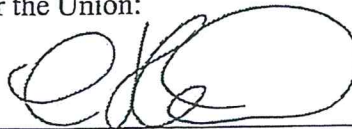


**Molly S. Short Carr, Ph.D CEO
Jewish Family Services of
Western New York**




**Matilda Lorenzo, VP HR
Jewish Family Services of
Western New York**

For the Union:



**Thomas Antonio, President
CWA Local 1122**



**Kelly Włodarczyk, Exec VP
CWA Local 1122**

Memorandum of Understanding #1
Wage Discussion

Section 1. It is agreed to and understood by the parties that JFS will be open to a request for a discussion on wages for calendar year 2024 as it pertains to CWA members following board approval of the wage structure. This MOU will expire with the current contract.

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