

# Collective Bargaining Agreement

between

## Crisis Services



and

## Communications Workers of America AFL-CIO



**From: January 1, 2022**

**To: December 31, 2024**

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## **PREAMBLE**

This Agreement is made and entered into by and between Suicide Prevention and Crisis Service, Inc. (hereinafter called "Crisis Services") and the Communications Workers of America (hereinafter called the "Union.")

## **ARTICLE 1: GENERAL PROVISIONS**

### **SECTION 1.1 STATEMENT OF PURPOSE**

Crisis Services and the Union mutually desire to promote harmonious and cooperative relationships and to protect the public/clientele by assuring, at all times, the orderly and uninterrupted operations and functions of its services to the community/county.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties.

### **SECTION 1.2 RECOGNITION**

Crisis Services hereby recognizes the Communications Workers of America, AFL-CIO, as the sole and exclusive organizational representative for the purpose of collective bargaining and processing of grievances for all full time and regular part-time employees who are employed by Crisis Services at its Western New York facilities, including all full-time and regular part-time employees, and excluding all per diem, administrative, management and Fiscal Department employees, Coordinators, as defined in the National Labor Relations Act.

### **SECTION 1.3 DEFINITIONS OF EMPLOYEE**

1.3.1 A full time employee is defined as one who is regularly scheduled to work

- a.) forty (40) hours in a work week for employees working five (5) eight (8) hour shifts;
- b.) forty (40) hours in a work week for employees working four (4) ten (10) hour shifts;

1.3.2 A regular part time employee is defined as one who is regularly scheduled to work less than forty (40) hours in a work week.

1.3.3. A per diem employee is defined as one designated as such who works on an as needed basis, and is not regularly scheduled. Per diem employees shall not have seniority, shall not be entitled to fringe benefits, and shall not be considered bargaining unit employees.

1.3.4 A temporary employee is defined as one who is hired to work for a specific length of time, or to complete a specific project, according to the provisions in Article 1, Section 1.6.

### **SECTION 1.4 NEW EMPLOYEE INTRODUCTORY PERIOD**

Each employee shall be in a New Employee Introductory Period from the date of their last hire until the day before the six (6) month anniversary date of their last hire ("Introductory Period"), subject to an extension of the

Introductory period if the employee is on a leave of absence for part of the Introductory Period. At the mid-point of the Introductory Period, Crisis Services shall provide each employee with an evaluation of their performance, and any areas that need improvement.

Master's level Social Workers or Mental Health Counselors who do not possess the required license, provisional permit or certification, per the job description at the time of hire, must obtain this requirement by the mid-point of the introductory period. If this is not achieved, they will be moved to a bachelor's level position if available and salary adjusted to Bachelor's level. If position is not available, the employee will be terminated.

During the employee's Introductory Period, the employee may be demoted, suspended, dismissed, or laid off at the sole discretion of Crisis Services, with or without cause, and without recourse to arbitration procedures; however, the Union shall have the right to Level 1 of the Grievance Procedure, for any action taken by Crisis Services under this Section.

## **SECTION 1.5 SENIORITY**

1.5.1 Seniority shall mean the date of original employment or the date of last employment, as the case may be, except as adjusted in accordance with the provisions of this section. In any instances where seniority is used in this Agreement and two (2) or more employees share the same date the last four (4) digits of each employee's Social Security number will be considered as a whole number, with the employee having the lowest number being the most senior. Job classification seniority will be measured by date of the employee's last entry into the classification.

1.5.2 During an employee's New Employee Introductory period as defined in Section 1.4, they shall have full seniority rights except as limited by this Agreement. Following the completion of such period the employee shall have seniority from his or her date of last hire.

1.5.3 Seniority shall be terminated only by resignation, voluntary quit, discharge for cause, retirement, layoff in excess of one (1) year, refusal of recall, failure to report within seven (7) calendar days, excluding holidays, after recall, failure to return to work after expiration of a leave of absence, or engaging in other employment while on leave of absence.

1.5.4 Seniority within each job classification shall be the determining factor in matters affecting vacation, leave selection and layoffs.

1.5.5 No full-time employee will be laid off in a given job classification due to a force reduction until all temporary employees in the same job classification have first been eliminated and per diem shifts have been adjusted.

1.5.6 Any employee who is laid off in a given job classification due to a force reduction will be first moved into any vacant position in the same grade (available positions by grade noted in section 1.5.7) subject to qualification. If open positions are available, no bumping will occur. If all positions are filled and a laid off employee still exists, the laid off employee may bump the least senior employee in that grade or in a lower grade provided the employee seeking to bump has more seniority than the employee being bumped. The bumping employee must have the skills and ability to do the job they are seeking. Once the employee bumps into a position, the layoff opportunity ends for that employee. Subsequent bumped employees will follow the language outline in this

section. It is understood that if the employee bumps to a lower grade, the employee's salary will be reduced to their current step in the grade to which the employee bumps.

#### 1.5.7 Positions available by Grade

##### Grade 1

Crisis Counseling Specialist I  
Crisis Counseling Text/Chat Specialist I  
CIT Crisis Case Manager  
Domestic Violence Case Manager  
Campus Advocate  
Elder Abuse Care Manger  
Outreach Counselor I  
Outreach Intake Worker  
Sexual Assault Case Manager  
PREA Case Manager

##### Grade 2

Training Specialist I  
Prevention Education Specialist  
Community Prevention Specialist

##### Grade 3

Advocate Program Therapist  
Crisis Counseling Specialist II  
Mobile Transitional Support Counselor  
Outreach Counselor II

1.5.8 In the event of a recall in a job classification where employees have been laid off, Crisis Services will recall employees in reverse order of layoff provided the employees to be recalled have the skill and ability to perform the work. A recalled employee will retain any job classification seniority they had when laid off but will not accrue job seniority during the layoff period.

## **SECTION 1.6 TEMPORARY EMPLOYEES**

1.6.1 Crisis Services may hire temporary employees either to work for a predetermined length of time or to complete a specific project. The normal term of employment for a temporary employee shall not exceed six (6) months. In the event a temporary employee's wages are funded by a specific grant the temporary period of employment may be extended to the termination of the specific grant or for a total of one (1) year, whichever is shorter. Such temporary employees working a full or part-time schedule shall after thirty-one (31) days of employment join the Union.

1.6.2 At the end of the period of temporary employment specified above the temporary employee shall be terminated or reclassified as a regular employee. At the time such employee is reclassified, Crisis Services will notify the Union as to the title and job classification of such employee.

1.6.3 When an Employee is reclassified from a temporary employee to a regular employee their seniority date shall be the date of last hire as a temporary employer and the time spent as a temporary employee shall be credited as the new employee introductory period in Section 1.4.

## **ARTICLE 2: UNION- CRISIS SERVICES MATTERS**

### **SECTION 2.1 MANAGEMENT RIGHTS**

2.1.1 The Union agrees to use all proper methods to secure the fullest cooperation of the employees it represents in obtaining their adherence to the faithful performance of the provisions of this Agreement and the provision of the highest standard of service to the community.

2.1.2 Except as expressly limited by the provisions of this Agreement, Crisis Services reserves and retains solely and exclusively all of its authority, rights and responsibilities to manage Crisis Services, including, but not limited to, the rights to determine the mission, purposes, objectives and policies of Crisis Services; to determine facilities, programs, services, methods, means and number of personnel for the conduct of Crisis Services programs including the examination, selection, recruitment, hiring, performance evaluation, training, retention, promotion, assignment or transfer of employees; to direct, deploy and utilize the work force; to establish schedules; to establish specifications for each class of positions, and to classify or reclassify, and to allocate or reallocate new or existing positions; to establish or change and to enforce rules for the conduct of employees, and to discipline or discharge employees for just cause.

### **SECTION 2.2 WORK INTERRUPTIONS**

The parties agree, while the contract is in effect, there will be no strikes, lockouts, work stoppages, picketing, concerted refusal to work overtime, slowdowns, secondary boycotts, or disruptions of work. The Union guarantees to support Crisis Services fully in maintaining operations and shall undertake all reasonable means to prevent work interruptions described in the Section. Neither party shall be obligated to enter into dispute bargaining or federal mediation while any work interruptions are in progress.

### **SECTION 2.3 RESPONSIBLE RELATIONSHIP**

2.3.1 Crisis Services and the Union recognize that they have the responsibility and obligation to provide continuous service to fulfill Crisis Services' mission in order to protect the health, safety and welfare of people in crisis. The purpose of this Agreement is to assure that such vital services are rendered without unnecessary expense, efficiently and without interference or interruption by:

- c.) setting forth the terms and conditions of employment of employees covered by this Agreement;
- d.) providing for the peaceful adjustment of differences arising under this Agreement; and
- e.) ensuring all members strive for excellent performance, provide the highest quality of crisis services, collaborate with supervision, fulfill a culture of effective communication and strive to assist with all philanthropic efforts to move the agency mission forward consistent with this public service obligation and responsibility.

2.3.2 Crisis Services and the Union recognize that it is in the best interest of both parties, and the employees, that all dealings between them continue to be characterized by mutual responsibility and respect. Both parties understand and strive for a courteous and conscientious relationship in the workplace. It is the intention of both

parties that management employees and bargaining unit employees will treat each other with the same dignity, respect and courtesy that all employees strive to provide to the individuals who are served by Crisis Services. To ensure that this relationship continues and improves, Crisis Services and the Union and their respective representatives at all levels will apply the terms of this contract fairly and in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. 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 ensure adherence to this purpose.

2.3.3 On a monthly basis, Crisis Services shall notify the CWA 1122 President, Area Vice President, and Chief Steward/Steward Representative by either e-mail or in writing with a CWA represented employee census containing the following information: name, current address, personal contact, phone number, job title, seniority date, rate of pay. Also included with this notice, each bargaining unit employee who has left employment, including their date of hire and termination.

2.3.4 Crisis Services shall provide the Union with the opportunity to meet with each new employee during the thirty (30) day orientation period to introduce the Union and to present the new employee with a membership card and dues deduction authorization.

2.3.5 Crisis Services shall provide the Union with the opportunity to speak at department staff meeting as needed. Request by the Union to attend will not be unreasonably denied.

## **SECTION 2.4 UNION MANAGEMENT COMMITTEE**

2.4.1 The Joint Union Management Committee will strive to promote good relations between Crisis Services, the Union and the Employees. The goal of the Committee will be to discuss and to resolve issues not involving pending grievances. The Committee shall discuss matters of concern by either party.

2.4.2 All agenda items shall be exchanged between the Chief Union Steward and/or designee and the President/Chief Executive Officer and/or Vice President of Crisis Services at least five (5) working days prior to the Committee meeting.

2.4.3 Crisis Services will schedule the meetings at a mutually agreed upon time to be held every other month. Such meetings shall not exceed one hour in length, unless mutually agreed by both parties to extend the timeframe.

2.4.4 The Committee shall consist of Crisis Services President/Chief Executive Officer, Vice President of Clinical Operations, a Program Director Representative (as needed based on agenda), the designated Union Steward(s), and a Local 1122 Representative.

2.4.5 Union Committee members shall be released from work without loss of pay to attend such meetings if they attend during their regularly scheduled work time.

## **SECTION 2.5 BULLETIN BOARD**

2.5.1 Crisis Services shall provide a bulletin board for the Union's exclusive use. The Union may post only signed and dated notices of Union official business and notices of Union events. Joint Labor Management minutes shall be agreed upon by the Union and Crisis Services before being posted. No material of a political or



controversial nature shall be posted. The Union shall restrict its posting to the Union bulletin board and shall place no notices at any other place on the Agency's premises.

2.5.2 Crisis Services e-mail and internet system is to be used only for agency business. If the Union wishes to use it to notify members of Union meetings, grievance meetings, or union-management meetings, the Union must first notify and obtain approval from the President/Chief Executive Officer.

## **SECTION 2.6 EMPLOYEE UNION REPRESENTATION**

2.6.1 At any meeting between a representative of Crisis Services and an employee including investigatory interviews and/or discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be given, an available Union Representative will be offered to the employee.

2.6.2 In the instance when an employee is put on a performance improvement plan, the employee shall be offered Union Representation.

## **SECTION 2.7 NON-DISCRIMINATION**

2.7.1 Neither Crisis Services nor the Union shall discriminate against any employee because of such employee's race, color, religion, gender (including pregnancy), national origin, age, disability, genetic information, sexual orientation, marital status, military status, familial status, domestic violence victim status, gender identity or expression, or any other characteristic protected by law. Harassment on the basis of any of the categories identified above or any other characteristic protected by law is strictly prohibited.

2.7.2 Crisis Services shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

## **SECTION 2.8 CORRECTIVE ACTION**

2.8.1 No employee shall be discharged or issued corrective action without just cause. Copies of all written notices of discharge and warnings shall be furnished to the involved employee and the Union.

2.8.2 Subject to the limitations for probationary employees set forth in Section 1.3, any dispute involving the administration of corrective action may be processed in accordance with the grievance and arbitration procedure set forth herein.

2.8.3 The Employer commits to a system of progressive corrective action measures which include:

- (a) Verbal Warning
- (b) Written Warning
- (c) Final Warning
- (d) Discharge

2.8.4 It is understood that any of the above steps in progressive corrective action may be repeated rather than progressing to the next step depending on the seriousness of the offense and time lapse between offenses. It is also understood that in cases of serious misconduct, any step may be accelerated in proportion to the seriousness of the offense.

2.8.5 The purpose of this system of progressive corrective action is to assist employees to correct inappropriate behavior or work performance. It is meant to aid in the development of good behavior and work performance, rather than a solely punitive system to treat unsatisfactory behavior and work performance. In all cases where a corrective process is anticipated, supervision shall be used as a preliminary approach where possible and appropriate.

2.8.6 Supervision directed solely at work improvement will not be considered as corrective action. Supervision documentation, whether directed at work improvement or changes in behavior shall not be included in the personnel file.

2.8.7 If no infraction or disciplinary problem of the same or similar nature occurs within six (6) months for verbal warnings, nine (9) months for written warnings or twelve (12) months for suspension from the date of initial notification of discipline, future corrective action measures for such infractions shall commence at the beginning of the corrective action process. Upon request of the employee, documentation will be removed from their personnel file at the end of the period set forth herein.

2.8.8 An employee may be suspended without pay pending investigation, but after a period of ten (10) working days the suspension shall be converted to a disciplinary suspension or a discharge or the employee shall be returned to work and their lost pay shall be fully restored. The investigative suspension period may be extended if the employee is unable to meet with their supervisor during the ten (10) working days. If as a result of the investigation, the Employer alleges that serious misconduct has occurred, the Employer will have the option to impose up to a ten (10) day suspension without pay as an alternative to termination.

## **SECTION 2.9 PERSONNEL FILES**

2.9.1 Employees who have completed their New Employee Introductory Period shall have access to their own personnel file during the Human Resource Administrator's reasonable working hours and may be accompanied by a Union Representative during a review of this file. Requests for such inspection shall be made in writing to the Human Resource Administrator and shall be reasonable as to frequency and at a mutually convenient time. All documents reviewed shall be initialed and dated by the employee at the time of review. Any review shall occur in the presence of the Human Resource Administrator who shall document the time and date of review. It shall be the policy of Crisis Services to notify an employee whenever management adds any document of a disciplinary nature to the file.

2.9.2 Such initialing shall not constitute agreement with its contents. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the employee's personnel file.

## **SECTION 2.10 UNION REPRESENTATIVES**

2.10.1 The Union will provide Crisis Services with a list of Stewards and will update that list whenever there is a change. Employees designated by the Union as either the Chief Steward or the Job Steward will be granted the necessary time off to carry out the business of the Union. Such time off shall be without pay but shall be considered as time worked for the purpose of determining seniority, wage increases and other benefits. Unless Crisis Services staffing permits, it is understood that only one Steward shall be released at a time.

2.10.2 No union representative shall suffer a loss in pay while attending any Joint Union- Crisis Services grievance meeting, negotiation meeting, orientation, contract negotiations or reasonable travel time to and from

such meetings. It is understood that such Joint meeting, orientation, negotiations and travel time during the representative's normally scheduled hours is considered work time. However, if stewards are not at work when any such meeting occurs, they will be paid for all time attending such meeting during non-working time.

2.10.3 Union representatives must notify their supervisor or, if the supervisor is unavailable, another member of management in advance so that they can be released from the schedule to deal with any union business.

2.10.4 Stewards are entitled to use a conference room, lunch room, or go outside the building for grievance or discipline discussions.

**SECTION 2.11 PAYROLL DEDUCTION OF UNION DUES AND UNION SECURITY**

2.11.1 Crisis Services agrees to make monthly payroll deductions of Union dues and initiation fees when authorized to do so by the employee on a form as set forth below in an amount as certified to Crisis Services by the Secretary/Treasurer of the Union and to pay over to the Secretary/Treasurer of the Union any amounts so deducted. Such authorization may be revoked by the employee at any time upon his written request to Crisis Services and such request should be directed to the appropriate Crisis Services representative. The Secretary/Treasurer of the Union can also revoke the dues authorization of any employee upon the Secretary/Treasurer's written request to Crisis Services' appropriate representative.

2.11.2 Payroll Deduction Authorization

Please Print

NAME \_\_\_\_\_ LOCATION \_\_\_\_\_  
(Last) (First) (Middle Initial)

The undersigned hereby authorized \_\_\_\_\_ to deduct from my wages an amount equal to one initiation fee and the regular monthly dues as certified to Crisis Services by the Secretary/Treasurer of the Communications Workers of America and remit the same to the Secretary/Treasurer of the Communications Workers of America or his duly authorized agent. The authorization may be revoked by me at any time by written request to Crisis Services, or by written request by the Secretary/Treasurer of the Union to Crisis Services' appropriate representative.

Signature of Employee \_\_\_\_\_

Resident Address \_\_\_\_\_

City or Town \_\_\_\_\_ Zip Code \_\_\_\_\_ State \_\_\_\_\_

Social Security Number \_\_\_\_\_

Dated Received by Company \_\_\_\_\_ Date Effective \_\_\_\_\_

Local Number \_\_\_\_\_

2.11.3 Dues deductions will be made in designated pay periods in the current month for properly executed dues deduction authorizations received by the appropriate Crisis Services representative on or before the 25th day of the preceding month. However, Crisis Services assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or deductions.

2.11.4 Each current employee in the bargaining unit, as a condition of continued employment, shall remain a member of the Union. Each new employee in the bargaining unit, as a condition of continued employment, shall become and remain a member of the Union beginning with the thirty-first (31st) day following the date of employment.

2.11.5 The Union shall indemnify and hold Crisis Services harmless from any and all claims, demands and liabilities, if any, as a result of action taken by Crisis Services for the purpose of complying with the provisions of this Agreement.

## **SECTION 2.12 EFFECT OF THIS AGREEMENT**

This Agreement shall constitute the full and complete agreement between Crisis Services and the Union, and may be altered, changed, added to, deleted from or modified only through the voluntary consent of both parties in a written and signed amendment to this Agreement or by law.

This Agreement shall not supersede any rules, regulations, policies, or practices of Crisis Services unless specified herein

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 2: GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 3.1 PURPOSE**

The purpose of this grievance procedure shall be to settle, if possible, at the lowest administrative level, disputes, which may arise from time to time with respect to specific claims of violation of the terms of this Agreement.

### **SECTION 3.2 DEFINITIONS**

3.2.1 "Grievance" shall mean formal claim of a violation of the collective bargaining agreement.

3.2.2 "Employee" shall mean any individual, or if mutually agreed a group of individuals within the bargaining unit.

3.2.3 "Steward or Chief Steward" shall mean the Crisis Services employee designated by the Local Union to act as representative of the members of the bargaining unit at any level of the grievance procedure.

3.2.4 “Days” shall mean weekdays (Monday through Friday) excluding legal and/or observed holidays, for time limit purposes as used in this Article.

### **SECTION 3.3 PROCEDURE**

3.3.1 The number of days indicated at each level within this procedure shall be considered a maximum and every effort shall be made to expedite the process. Time limits may be extended by mutual consent, in writing, by authorized representatives of each Party. The time limits specified for each level in this procedure shall be measured from the date of receipt of the written document.

(A) If meetings or hearings are held during the scheduled work day of the employee(s) involved, then each such employee shall receive their regular rate of pay for time spent at said meetings. If the Union requests any medical information to investigate a grievance, the Union shall provide an authorization signed by the employee involved.

(B) Implementation of this grievance procedure shall be free from interference, coercion restraint, discrimination or reprisal.

#### **3.3.2 LEVEL 1 - IMMEDIATE SUPERVISOR**

(A) An employee alleging a grievance will first discuss the matter informally with their immediate supervisor or if the immediate supervisor is not available, with another program manager, within fifteen (15) days of the occurrence that led to the alleged grievance, or when the grievant should have become aware or had knowledge of their alleged grievance, with the objective of solving the matter satisfactorily. The employee may request that they be accompanied by a Steward or Union representative at this informal meeting. The Employer must respond and schedule a meeting within 10 days of notice by the employee.

(B) If the grievance is not resolved informally, it shall be presented formally in hard copy writing to the immediate supervisor by the Steward, Chief Steward, or CWA Local 1122 Officer within ten (10) days after the informal meeting. The grievance shall specify the particular section of this Agreement that is alleged to be violated. Within ten (10) days after the written grievance is presented to the immediate Supervisor, a grievance meeting shall be held with the immediate Supervisor, Human Resource representative and Steward or Chief Steward or CWA Local 1122 Officer. A written response shall be submitted to a CWA Local 1122 Officer within 10 days.

#### **3.3.3 LEVEL 2 – VICE PRESIDENT of CLINICAL OPERATIONS**

(A) If the grievance is not settled at Level 1, within fifteen (15) days of the answer rendered or due at Level 1, the Vice President of Clinical Operations shall be notified by the Local Union in writing, of an appeal of the grievance decisions of Level 1.

(B) The Vice President of Clinical Operations shall convene a meeting with the Steward and Local Officer within fifteen (15) days of such appeal.

(C) The Vice President of Clinical Operations, within ten (10) days shall provide a written response to the Chief Steward and the Local Union Office.

### 3.3.4 LEVEL 3 - PRESIDENT/CHIEF EXECUTIVE OFFICER

(A) If the grievance is not settled at Level 2, within twenty (20) days of the response rendered or due at Level 2, the President/Chief Executive Officer shall be notified by the Local Union in writing of an appeal of the grievance decision of Level 2.

(B) The President/Chief Executive Officer, within fifteen (15) days, shall convene a Level 3 meeting with the Chief Steward and Executive Officer of the Local.

(C) The President/Chief Executive Officer shall render his/her decision in writing to the Union's Local President within ten (10) days after the conclusion of the Level 3 meeting.

### 3.3.5 LEVEL 4 - ARBITRATION

(A) Within thirty (30) days of the written decision from Level 3 or after the decision is due, written notice shall be given to the President/Chief Executive Officer of the Union's intent to arbitrate.

(B) The arbitration proceedings shall be governed by the regulations of the Federal Mediation and Conciliations services to the extent that said regulations do not conflict with this Agreement.

(C) The arbitrator shall interpret and apply the provisions of the Agreement but shall not add thereto or subtract there from. The arbitrator may fashion an appropriate remedy where they find a violation of this Agreement and said award shall be final and binding on the parties.

(D) Any costs incident to the arbitration shall be borne equally by the parties.

(E) In no event shall Crisis Services be liable for back pay for a period of more than thirty (30) days preceding the filing of a Level I written grievance.

## **ARTICLE 4: COMPENSATION**

### **SECTION 4.1 BREAKS AND LUNCHES**

4.1.1 Each employee shall be allowed one (1) fifteen (15) minute paid rest break in the first half of his scheduled day and another fifteen (15) minute paid rest break in the second half of his scheduled day. The foregoing applies only to scheduled day of six (6) hours or more. If any employee is scheduled for less than six (6) hours, he shall receive only one (1) fifteen (15) minute paid rest break. Employees shall notify their supervisor when they will be going on break and it is understood that breaks cannot interfere with the need to provide timely client services. Break time cannot be used to lengthen the employee's lunch hour or at either end of the day to shorten the work day.

4.1.2 Each employee shall have one (1) hour paid lunch break on each scheduled day of more than six (6) hours. Employees scheduled to work six (6) hours or less or, regardless of schedule, who actually work six (6) hours or less, are not entitled to a lunch break.

If an employee needs to take off two (2) hours within an eight (8) hour work day or four (4) hours within a ten (10) hour work day and uses benefit time, other than sick, it is understood that the paid lunch hour will be used as one of the hours needed to accommodate this request.

4.1.3 Employees working overtime shifts of six or more hours in duration, whether on an activation or approved planned basis, will be provided with a meal period paid at the rate of one and on-half time their rate of pay for the shift in which the break occurs. For overtime shifts beginning before 1pm, the break will be thirty minutes in duration. For shifts beginning at or after 1pm, the meal period will be forty-five minutes in duration.

4.1.4 It shall not be a violation of this provision for an employee who is entitled to a sixty minute meal period to instead take two thirty minute meal periods at different times during a shift in lieu of the sixty minute meal period, if mutually agreed upon between the employee and Employer.

## SECTION 4.2 HOURLY WAGE SCHEDULE

4.2.1 Effective the first full pay period following the execution of this contract, the following hourly wage scale shall apply:

	Hire Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		1st Anniversary 2%	2nd Anniversary 2%	3rd Anniversary 3%	4th Anniversary 3%	5th Anniversary 3%	6th Anniversary 3%	
<b>Group 1</b>								
CCP Specialist I	Annual FT Base	\$35,500	\$36,210	\$36,934	\$38,042	\$39,183	\$40,359	\$41,570
Crisis Counseling Text/Chat Spec. I	Hourly	\$17.07	\$17.41	\$17.76	\$18.29	\$18.84	\$19.40	\$19.99
Domestic Violence Case Manager	OT/Activation	\$25.60	\$26.11	\$26.64	\$27.43	\$28.26	\$29.11	\$29.98
Elder Abuse Case Manager	On Call	\$2.56	\$2.61	\$2.66	\$2.74	\$2.83	\$2.91	\$3.00
PREA Case Manager								
Sexual Assault Case Manager								
Training Specialist I								
Prevention Education Specialist								
Campus Advocate								
Outreach Intake Worker								
<b>Group 2</b>								
CCP Specialist II	Annual FT Base	\$39,960	\$40,759	\$41,574	\$42,822	\$44,106	\$45,429	\$46,792
CIT Case Manager	Hourly	\$19.21	\$19.60	\$19.99	\$20.59	\$21.20	\$21.84	\$22.50
Outreach Counselor I	OT/Activation	\$28.82	\$29.39	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74
Community Prevention Specialist	On Call	\$2.88	\$2.94	\$3.00	\$3.09	\$3.18	\$3.28	\$3.37
<b>Group 3</b>								
Advocate Therapist	Annual FT Base	\$41,960	\$42,799	\$43,655	\$44,965	\$46,314	\$47,703	\$49,134
	Hourly	\$20.17	\$20.58	\$20.99	\$21.62	\$22.27	\$22.93	\$23.62
	OT/Activation	\$30.26	\$30.86	\$31.48	\$32.43	\$33.40	\$34.40	\$35.43
	On Call	\$3.03	\$3.09	\$3.15	\$3.24	\$3.34	\$3.44	\$3.54
<b>Group 4</b>								
MTS Counselor	Annual FT Base	\$50,000	\$51,000	\$52,020	\$53,581	\$55,188	\$56,844	\$58,549
Outreach Counselor II	Hourly	\$24.04	\$24.52	\$25.01	\$25.76	\$26.53	\$27.33	\$28.15
	OT/Activation	\$36.06	\$36.78	\$37.51	\$38.64	\$39.80	\$40.99	\$42.22
	On Call	\$3.61	\$3.68	\$3.75	\$3.86	\$3.98	\$4.10	\$4.22



4.2.2 Effective the first full pay period following January 1, 2023, the following hourly wage scale shall apply. The table below reflects a 1% increase:

	Hire Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		1st Anniversary 2%	2nd Anniversary 2%	3rd Anniversary 3%	4th Anniversary 3%	5th Anniversary 3%	6th Anniversary 3%	
<b>Group 1</b>								
CCP Specialist I Crisis Counseling Text/Chat Spec. I Domestic Violence Case Manager Elder Abuse Case Manager PREA Case Manager Sexual Assault Case Manager Training Specialist I Prevention Education Specialist Campus Advocate Outreach Intake Worker	Annual FT Base	\$35,855	\$36,572	\$37,304	\$38,423	\$39,575	\$40,763	\$41,985
	Hourly	\$17.24	\$17.58	\$17.93	\$18.47	\$19.03	\$19.60	\$20.19
	OT/Activation	\$25.86	\$26.37	\$26.90	\$27.71	\$28.54	\$29.40	\$30.28
	On Call	\$2.59	\$2.64	\$2.69	\$2.77	\$2.85	\$2.94	\$3.03
<b>Group 2</b>								
CCP Specialist II CIT Case Manager Outreach Counselor I Community Prevention Specialist	Annual FT Base	\$40,360	\$41,167	\$41,990	\$43,250	\$44,547	\$45,884	\$47,260
	Hourly	\$19.40	\$19.79	\$20.19	\$20.79	\$21.42	\$22.06	\$22.72
	OT/Activation	\$29.11	\$29.69	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08
	On Call	\$2.91	\$2.97	\$3.03	\$3.12	\$3.21	\$3.31	\$3.41
<b>Group 3</b>								
Advocate Therapist	Annual FT Base	\$42,380	\$43,227	\$44,092	\$45,414	\$46,777	\$48,180	\$49,626
	Hourly	\$20.37	\$20.78	\$21.20	\$21.83	\$22.49	\$23.16	\$23.86
	OT/Activation	\$30.56	\$31.17	\$31.80	\$32.75	\$33.73	\$34.75	\$35.79
	On Call	\$3.06	\$3.12	\$3.18	\$3.28	\$3.37	\$3.47	\$3.58
<b>Group 4</b>								
MTS Counselor Outreach Counselor II	Annual FT Base	\$50,500	\$51,510	\$52,540	\$54,116	\$55,740	\$57,412	\$59,134
	Hourly	\$24.28	\$24.76	\$25.26	\$26.02	\$26.80	\$27.60	\$28.43
	OT/Activation	\$36.42	\$37.15	\$37.89	\$39.03	\$40.20	\$41.40	\$42.65
	On Call	\$3.64	\$3.71	\$3.79	\$3.90	\$4.02	\$4.14	\$4.26

4.2.3 Effective the first full pay period following January 1, 2024, the following hourly wage scale shall apply. The table below reflects a 1% increase:

	Hire Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		1st Anniversary 2%	2nd Anniversary 2%	3rd Anniversary 3%	4th Anniversary 3%	5th Anniversary 3%	6th Anniversary 3%	
<b>Group 1</b>								
CCP Specialist I Crisis Counseling Text/Chat Spec. I Domestic Violence Case Manager Elder Abuse Case Manager PREA Case Manager Sexual Assault Case Manager Training Specialist I Prevention Education Specialist Campus Advocate Outreach Intake Worker	Annual FT Base	\$36,214	\$36,938	\$37,677	\$38,430	\$39,583	\$40,771	\$41,994
	Hourly	\$17.41	\$17.76	\$18.11	\$18.48	\$19.03	\$19.60	\$20.19
	OT/Activation	\$26.12	\$26.64	\$27.71	\$27.71	\$28.54	\$29.40	\$30.28
	On Call	\$2.61	\$2.66	\$2.72	\$2.77	\$2.85	\$2.94	\$3.03
<b>Group 2</b>								
CCP Specialist II CIT Case Manager Outreach Counselor I Community Prevention Specialist	Annual FT Base	\$40,763	\$41,578	\$42,410	\$43,258	\$44,556	\$45,893	\$47,269
	Hourly	\$19.60	\$19.99	\$20.39	\$20.80	\$21.42	\$22.06	\$22.73
	OT/Activation	\$29.40	\$29.98	\$30.58	\$31.20	\$32.13	\$33.10	\$34.09
	On Call	\$2.94	\$3.00	\$3.06	\$3.12	\$3.21	\$3.31	\$3.41
<b>Group 3</b>								
Advocate Therapist	Annual FT Base	\$42,803	\$43,659	\$44,533	\$45,423	\$46,786	\$48,190	\$49,635
	Hourly	\$20.58	\$20.99	\$21.41	\$21.84	\$22.49	\$23.17	\$23.86
	OT/Activation	\$30.87	\$31.49	\$32.11	\$32.76	\$33.74	\$34.75	\$35.79
	On Call	\$3.09	\$3.15	\$3.21	\$3.28	\$3.37	\$3.48	\$3.58
<b>Group 4</b>								
MTS Counselor Outreach Counselor II	Annual FT Base	\$51,005	\$52,025	\$53,066	\$54,127	\$55,751	\$57,423	\$59,146
	Hourly	\$24.52	\$25.01	\$25.51	\$26.02	\$26.80	\$27.61	\$28.44
	OT/Activation	\$36.78	\$37.52	\$38.27	\$39.03	\$40.20	\$41.41	\$42.65
	On Call	\$3.68	\$3.75	\$3.83	\$3.90	\$4.02	\$4.14	\$4.27

4.2.4 Increases to Step 1 through Step 6 shall occur on the first day of the payroll following the appropriate anniversary date of the employee's assignment to that step.

4.2.5 If an employee is promoted or demoted, they shall change wage levels, but remain in the step to which they were assigned at the time of such transfer.

4.2.5 In addition to the yearly wage scale increases above as outlined in section 4.2.1, 4.2.2 and 4.2.3 listed above, all employees above step six (6) will receive a three percent (3%) anniversary increase effective the first full pay period following their anniversary date.

4.2.6 Crisis Services reserves the right to hire the best-qualified candidates to fulfill the mission of the organization. If a recruited candidate possesses years of experience in the field or a related field and would benefit the organization; Crisis Services will have the ability to hire the employee at a different step on the salary grid.

If the candidate has 3 years and less than 5 years of work experience, the starting salary can be hired at Step 1 or 2.

If the candidate has 5 years or less than 10 years of work experience, the starting salary can be hired at Step 3 or 4.

If the candidate has 10 or more years of work experience, the starting salary can be hired at Step 5 or 6.

Years of applicable work experience, will be based on job description at the time of screening of applicants. The hiring Program Director and Human Resources Administrator will evaluate and determine salary offered based on the above outline.

#### 4.2.8 SHIFT DIFFERENTIAL

JOB TITLES Covered: Any job title where the majority of hours are between:

6:00 p.m. – Midnight: \$1,500 per annum

Midnight – 6:00 a.m.: \$2,500 per annum

#### 4.2.9 BILINGUAL PAY

\$1,000 per annum

Bilingual Pay Qualifications:

Other than positions already noted in Section 4.2, positions whose job description requires the candidate to be bilingual in order to be hired or if at hire the bilingual skill of the candidate is proven to be an additional asset to the role and department, this pay can be offered at the sole discretions of the Employer.

#### 4.2.10 LEAD STAFF PAY

\$1,500 per annum

This position is bargaining unit work and shall be given to bargaining unit employees.

This enhanced role is added to an existing position and contingent upon management's determination of need and available department funding. If there is no longer a need or funding, the employee in this position will resume their regular responsibilities and the enhanced pay will be removed.

Employees in this position shall maintain all their current responsibilities, plus additional responsibilities detailed in the Lead Staff job descriptions.

Lead Staff pay shall be an enhancement as noted above or half of this for part time employees.

Assignment to this work will be made by the manager, from among qualified employees who demonstrate leadership skills. When a lead position is made available, it will be posted in the department and staff would voluntarily submit their letter of interest and resume to program manager. The staff will be interviewed for this opportunity and the manager will fill the lead role with the most qualified candidate based on the job description and current job performance.

Lead positions will be reviewed annually. This review will determine if the employee will continue in the lead role. If, at any time, the employee is determined to not be fulfilling the lead role responsibilities per the job description, the manager has the right to end this role and their position and pay will be converted back to the regular status.

If, at any time, the employee decided they do not want to continue in the lead position, they shall notify the program manager. Their position and pay will be converted back to regular status.

#### 4.2.11 MASTER'S DEGREE INCENTIVE PAY

Crisis Services will pay an employee in a Bachelor's level position who obtains their Master's degree an additional \$1,000 annually. This incentive is only paid during the employee's time holding their current Bachelor's level position. If promoted to a Master's required position, pay will be determined based on qualifications for the new position hourly rate and the employee's education/experience.

#### 4.2.12 JOB TITLES

##### Group 1

CCP Specialist I  
Crisis Counseling Text/Chat Specialist I  
Domestic Violence Case Manager  
Elder Abuse Care Manager  
Sexual Assault Case Manager  
PREA Case Manager  
Outreach Intake Worker  
Campus Advocate  
Training Specialist I  
Prevention Education Specialist

##### Group 2

CCP Specialist II  
Community Prevention Specialist (Advocate)  
CIT Case Manager  
Outreach Counselor I

##### Group 3

Advocate Therapist

##### Group 4

Mobile Transitional Support Counselor  
Outreach Counselor II

### **SECTION 4.3 ON CALL RESPONSIBILITIES**

4.3.1 The employees of Crisis Services are required, as part of their employment, to have on-call responsibilities on a monthly basis in order to ensure twenty-four (24) hour coverage and services.

4.3.2 Each program of Crisis Services has some level of on-call responsibilities to ensure services are provided twenty-four (24) hours a day. On-call shifts are shifts beyond the employee's regularly scheduled work shift.

On call shifts, monthly schedules, sign up procedures and overall calendar management are determined by each program manager.

Overall monthly minimum and maximum on-call hours/shifts needed for on-call coverage by program will be posted one (1) month prior to the on-call month signed up to notify staff the number of shifts that upcoming month that will be available/required for sign up.

The following is the minimum and maximum on-call hours needed coverage for each program. Within that range, the on-call hours will be determined by the number of staff working during that month's calendar. No employee shall be required to work more than the maximum and the minimum is a guideline and not a guarantee.

- (a) Advocate Program: Minimum of forty-eight (48) hours/Maximum of ninety six (96) hours
- (b) Mobile Outreach Program: (Mobile Outreach and CIT Staff) Minimum of seventy-two (72) hours/Maximum of one hundred forty-four (144) hours
- (c) Mobile Transitional Support Services: Minimum of one hundred thirty-five (135) hours / Maximum of one hundred and seventy-five (175) hours.
- (d) Crisis Counseling Program – Minimum of seventy-two (72) hours/Maximum of one hundred twenty (120) hours
- (e) Employees may volunteer to take additional on-call assignments, if needed by the Agency.
- (f) Part time workers, per Section 1.3, are responsible for prorated on call hours based on part time hours scheduled of the on-call shifts required for full time hours worked.
- (g) Employees "on-call" must adhere to program minimums shifts, be accessible while on call (cell phone/pager is operational and on); and be ready, willing, and able to respond for activation within thirty (30) minutes as deemed necessary. If any employee is unable to fulfill the requirements of his or her on-call shift he or she must notify the program supervisor or supervisor on-call immediately per agency policy.

4.3.3 Employees will be paid 15 % of their hourly rate for each hour spent on-call.

Employees will be paid overtime at the rate of one and one-half (1½) times the employee's hourly rate of pay for the time actually worked on each shift when the employee is on call but will not receive on-call pay during actual work time. Minimum activation time shall be one half (½) hour and should include at least one (1) telephone contact and/or visit. Activation time will extend from the time when the employee is called until the employee's completion of the assignment including, up to a maximum of thirty (30) minutes, time to travel to Crisis Services or the Hospital or the appropriate site and travel time home, up to a maximum of thirty (30) minutes.

## **SECTION 4.4 OVERTIME**

4.4.1 All paid hours beyond the work week in excess of forty (40) hours shall be compensated at time and one-half of the employee's regular hourly rate.

4.4.2 Authorized overtime includes additional hours beyond the employee's work schedule in providing management approved program related activities (i.e. direct client services), attendance at mandatory staff meetings outside of normal work hours and for attendance at mandatory in-service training outside of normal work hours that is in excess of forty (40) worked hours.

## **SECTION 4.5 DAMAGES**

Crisis Services shall reimburse employees for personal property damage or loss, occurring during the approved performance of work by the employee. Crisis Services will reimburse for the actual cost of the damage reported up to a maximum of \$500.00.

Crisis Services shall reimburse employees for personal property damage or loss to the employee's vehicle occurring during the approved performance of work by the employee up to the insurance deductible, but not to exceed a maximum of \$500.00 for each occurrence. Crisis Services reserves the right to inspect the condition of personal vehicles upon employment and periodically thereafter.

Any employee requesting reimbursement for damage or loss to personal property and/or a personal vehicle under this provision must have reported the damage or loss in a timely manner to a supervisor and complete an untoward incident report.

For personal property reimbursement, the employee must provide a receipt indicating value of the property.

For vehicle damage reimbursement, the employee must obtain and provide a police report verifying the date and time of such vehicular damage, provide a repair invoice from an automobile repair shop and provide a copy of the insurance declaration page, or policy showing the insurance deductible.

## **SECTION 4.6 IMMUNIZATION**

Any employee exposed to a communicable disease due to working with a client, and who requires immunization, shall have immunization cost, up to \$100.00, paid for at the expense of Crisis Services provided that the employee does not have health insurance to cover this expense.

## **SECTION 4.7 MILEAGE**

When an employee is required to use his or her private transportation in the execution of his or her duties and submits appropriate documentation, they will be reimbursed in accordance to the IRS rate.

When an on-call employee is activated, they will be paid for all mileage required during the activation, including mileage to Crisis Services and/or service site and return trip home. However, if an on-call employee is activated immediately before or immediately after a regular work shift, mileage will be paid only for a one-way trip either

into the office or the return home, but not both. Mileage reimbursement will be accumulated and paid monthly. No late payments will be made unless in cases of emergency.

If an employee is required to attend a staff meeting beginning or ending more than one (1) hour outside of his or her scheduled hours, mileage will be paid to and from home.

**SECTION 4.8 AUTO LIABILITY**

Crisis Services shall maintain a policy of non-ownership liability coverage applicable to privately owned vehicles used to conduct Crisis Services related business. Each employee must carry and submit proof of at least the minimum insurance required by New York State Law yearly to Crisis Services Fiscal Department.

**SECTION 4.9 PROFESSIONAL LIABILITY**

Crisis Services shall maintain comprehensive general liability and professional liability insurance coverage to all paid employees at no cost to the employee.

**SECTION 4.10 RETIREMENT PLAN**

4.10.1 The Employer will provide to all employees a 403(b) retirement program.

4.10.2 Effective the first full month following the execution of this contract, for every 1% voluntarily contributed by the employee, Crisis Services shall contribute 1% of the employee’s salary to the plan during the year as an employer match up to a maximum of 3%. Contributions will be made based on the following tiers. Employer contributions shall begin after one (1) year of employment.

<b>Tier</b>	<b>Employee Contribution</b>	<b>Employer Contribution (Match)</b>
1	1%	1%
2	2%	2%
3	3%	3%

4.10.3 Employer contributions shall be vested in the 403(b) plan upon three (3) years of employment.

4.10.4 Any changes to the above referenced plan will be by mutual agreement of the Employer and the Union.

**SECTION 4.11 HEALTH INSURANCE**

4.11.1 The Employer will make health insurance coverage available to employees as noted in Section 4.11.2. In the event that the need arises to change the carrier or change the plans currently offered, the parties agree to meet to discuss and select comparable alternative coverage. .

4.11.2 Crisis Services will contribute towards health insurance premiums as noted in sections 4.11.2 a-c. If an employee chooses a lower cost plan than the Flex Fit Plan, Crisis Services will pay the premium for the lower

cost plan up to the eligible value. Crisis Services will not pay more than 100% of the premium for the lower cost plan.

If an employee chooses a higher cost plan than the Flex Fit Plan, the employee is responsible for any additional expense.

4.11.2.a For employees who are regularly scheduled to work 30 hours or more per week, Crisis Services will contribute:

1. 80% of the cost of the monthly premium for any coverage tier (e.g., single, single plus one, family, etc.) under the Flex Fit Plan for employees hired before October 1, 2018.
2. 80% of the cost of the monthly premium for single coverage under the Flex Fit Plan for employees hired after October 1, 2018. Employees wanting additional coverage will pay the difference between 80% of the single coverage and the selected premium.

4.11.2.b For employees regularly scheduled to work 24 hours per week, Crisis Services will contribute 40% of the cost of the monthly premium for the Flex Fit Plan single coverage. Employees wanting additional coverage will pay the difference between 40% of the single coverage and the selected premium.

4.11.2.c For employees scheduled to work 20 hours per week, Crisis Services will make health insurance coverage available at 100% cost to the employee.

4.11.3 Coverage will begin on the first day of the month following or coinciding with completion of sixty (60) calendar days of employment for new hires.

4.11.4 Existing employees may change their annual coverage election each year during open enrollment. Currently, an employee may select single, employee and children, employee plus spouse/domestic partner or family coverage. Coverage tier options and other terms of benefit coverage are subject to change. The coverage tier selected during fall open enrollment will become effective as of the first day of the following plan year (January 1). If an employee experiences a qualifying life event mid-year, the employee may make a mid-year election change if permitted by applicable law and the plan document. Employees must notify Human Resources within (30) thirty days of the date of the qualifying life event to be eligible to make a mid-year election change. These mid-year election change rules are governed by the plan document and applicable law.

4.11.5 Crisis Services will make available the following coverages at full cost to the employee annually. The plan can only be provided if enough employees enroll per insurance provider requirements.

- Dental Insurance
- Vision Insurance
- Voluntary Short-Term Disability (in addition to Agency funded NYS Disability)
- Voluntary Long-term disability
- Voluntary Critical Illness
- Life Insurance



Crisis Services has the right to change insurance providers for the coverage listed in this section (4.11.5) based on premiums, administrative burden, compliance etc., and is not liable if a carrier drops coverage at any time. However, Crisis Services will work with a broker to replace insurance policies no longer provided at a comparable price.

## **SECTION 4.12 FLEXIBLE SPENDING ACCOUNT PLAN**

4.12.1 The Employer will make available to all employees a Flexible Spending Account (“FSA”). The details of the FSA are in the Plan and Summary Plan Description.

4.12.2 Effective January 1, 2022, for employees who choose to contribute to the Flexible Spending Account, Crisis Services will match each dollar to a maximum of \$250. Employees may choose to contribute additional funds to the maximum allowed through payroll deduction.

Effective January 1, 2023, Crisis Services will contribute \$250 to each employee’s FSA.

For employees hired post open enrollment, this benefit will begin on the first month coinciding with completion of 60 days of employment.

## **SECTION 4.13 OTHER BENEFITS**

4.13.1 Fringe benefits not covered by this Agreement, which at the time of the execution of this Agreement are presently being given to employees, shall continue to be made available unless such benefits are specifically replaced by or specifically set forth in this Agreement.

## **SECTION 4.14 POSITION CHANGE OR PROMOTIONS**

4.14.1 Any promotion or change in position within the bargaining unit shall be considered a trial period for 30 working days. New Employee Introductory Period as defined in section 1.4, shall not apply. During the trial period either the employee may opt or agency management has the right to have the employee returned to his or her former status providing this position has not been eliminated. Such decision is not arbitrable.

4.14.2 If an employee’s former position is not available, pursuant to section 4.14.1 above, Crisis Services will first look to place the employee in a vacant position, subject to the employee meeting the qualifications. If there are no other qualifying positions available, layoff language in Section 1.5 shall apply.

4.14.3 Any employee promoted within the bargaining unit will receive the Step 1 salary of the group to which they are promoted provided that in no event shall the employee receive less than a 5% increase in wages. The employee shall not receive any step increase in his or her group until he or she has completed one year in the higher group.

## **ARTICLE 5: HOLIDAYS, FLOATING HOLIDAYS, LEAVES AND VACATIONS**

### **SECTION 5.1 HOLIDAYS**

5.1.1 The following holidays (H) and floating holidays (FH) shall be allowed for all employees at their regular rate of pay. All time can be requested for the day the holiday falls or is observed.

The employee can work the holiday and take the day another time within the time period noted:

#### January 1 – August 31

New Year's Day (H)  
Martin Luther King Day (FH)  
President's Day (FH)  
Memorial Day (H)  
Juneteenth (FH)  
Independence Day (H)  
1 Floating Holiday (FH)

#### September 1 – December 31

Labor Day (H)  
Columbus Day (FH)  
Veterans Day (FH)  
Thanksgiving Day (H)  
Thanksgiving Friday (FH)

#### October 1- January 30

Christmas Day (H)

Holiday time will be scheduled in accordance with the program's holiday coverage sign up process. Once this schedule is determined, staff will submit their request for the holiday. Employees will also have an option to opt in to work a non-floating holiday, and take credited holiday hours at another time.

The Floating Holiday time must be schedule within five (5) days in advance and be approved by the immediate supervisor.

For floating holidays, in the event that there are an insufficient number of employees in any program who elect to float the holiday, Crisis Services reserves the right to require employees to work on the actual holiday to provide the minimum staffing set forth in 5.1.4.

Part time employees receive a prorated day based on the accrual policy in which they fall for each allowed Holiday and Floating Holiday.

Full-time employees receive a full day off for each allowed Holiday and Floating Holiday based on employee's length of shift.

5.1.2 If any Holiday falls on an employee's regularly scheduled day off, this holiday time will be credited to the employee's Holiday/Float Bank.

5.1.3 Employees activated on non-floating holidays will receive double their hourly rate.

5.1.4 For Holidays listed in 5.1.1, program staffing coverage will be as follows:

Crisis Counseling Program:

Minimum of three (3), maximum of four (4) staff on call day shift 8 am-4 pm

Minimum of three (3), maximum of four (4) staff on call evening shift 4 pm-12 midnight

Minimum of three (3), maximum of four (4) staff on call overnight shift 12 midnight-8 am

Advocate Program: Hospital

One (1) staff on call for day shift, 8am – 4pm

One (1) staff on call for evening shift, 4pm – 12 midnight

One (1) staff on call for overnight shift, 12 midnight – 8am

Mobile Outreach Program

Two staff (at least one being a designee) are on-call for the first half of the twenty-four (24) hour period, and two staff members (at least one being a designee) are on-call for the second half of the twenty-four (24) hour period. One staff member is required to come into the office, and/or sign on remotely, in the morning to attend to all clinical needs of the program. They will stay signed on until all urgent work is tended to, but no longer. A second staff member is required to come into the office, and/or sign on remotely, in evening hours to attend to all clinical needs of the program. They will stay signed on until all urgent work is tended to, but no longer. If a visit and/or any other clinical needs arise during that twenty-four (24) hour period, one and/or both staff would be responsible to respond

Mobile Transitional Support

One staff member is on-call for 24 hours from 8am-8am. The staff on-call may be activated by CCP to determine if a crisis visit is needed. If the counselor determines that a crisis visit is needed, the staff on-call will contact the Peer Specialist that is on-call. During the Holiday On Call sign up process, staff can determine if they want to split the 24-hour shift between two people.

The Employer will notify the Union if a new service is added to a Department that will require a change in the Holiday On-Call minimum and maximum requirements to meet service demand and ensure service quality.

**SECTION 5.2 NEW YORK STATE PAID SICK LEAVE**

5.2.1 Employees will accrue 1 hour of paid sick leave (PSL) for every 20 hours worked.

5.2.2 An employee's accrued, unused PSL will carryover from year to year. Accrual balances are not to exceed:

- 1) 400 hours for employees hired before October 1, 2021
- 2) 200 hours for employees hired after October 1, 2021

5.2.3 PSL may be taken in increments of 15 minutes or longer. Sick time may be used by employees per the NY Paid Sick Leave policy dated 1/1/2022 (Appendix A) that is consistent with NYS law. In all such cases, whether of short or long term, the employees are required to notify their immediate supervisor of the reason for absence at the earliest possible time, but in no event later than his or her usual reporting time or such other time as required or necessitated by the circumstances.

5.2.4 Documentation will be provided to Crisis Services as requested per NYS PSL policy dated 1/1/2022.

5.2.5 Accrued sick leave will not be paid out at the time of termination or departure from the organization.

### **SECTION 5.3 PERSONAL LEAVE**

5.3.1 Full-time employees shall be entitled to two (2) personal days (16 hours) in their first year of employment. After one (1) year of continuous service, full time employees shall be entitled to four (4) personal days (32 hours) with pay and shall be entitled to the same allowance for each succeeding year of employment provided they are in a compensable salary basis for at least six (6) months of continuous service in the preceding anniversary year. Part-time employees shall be entitled to one (1) personal day (8 hours) in their first year of employment and two (2) personal days (16 hours) with pay after one (1) year of continuous service and shall be entitled to the same allowance for each succeeding year of employment provided they are in a compensable salary basis for at least six (6) months of continuous service in the preceding anniversary year. For full-time employees, one (1) personal day (8 hours) may be carried over to a subsequent anniversary year. For part-time employees one half (1/2) day (4 hours) may be carried over to next subsequent anniversary year.

### **SECTION 5.4 BEREAVEMENT LEAVE**

5.4.1 All employees will be excused from work with pay up to a maximum of three (3) consecutive days upon the death of the employee's spouse, domestic partner, child, brother, sister, parents, mother-in-law or father-in-law or member of the employee's household for the purpose of arranging for and attending the services. Part time employees will be paid only for those days the employee was scheduled to work.

5.4.2 All employees will be excused from work with pay for one (1) day upon the death of the employee's grandmother or grandfather or grandchild for the sole purpose of attending the services. Part time employees will be paid only if scheduled to work on the day of the services.

### **SECTION 5.5 JURY DUTY**

In the event an employee is required to serve jury duty, Crisis Services shall compensate the employee for the difference between his regular normal earnings and his jury fees for a period not to exceed two (2) weeks.

### **SECTION 5.6 FAMILY AND MEDICAL LEAVE**

5.6.1 Employees who have been employed at least one (1) year and have worked at least 1,250 hours during the twelve (12) months immediately preceding the request for leave shall be granted Family and Medical leave for a period not to exceed twelve (12) weeks during a 12-month period for any of the following reasons:

1. Birth and care of the employee's new born child or placement of a child under the age of 18 with the employee for adoption or foster care for the newly placed child (leave to be completed within twelve months after birth or placement);
2. The employee's own serious health condition that prevents him or her from performing any one of the essential functions of his or her job, including a serious health condition due to a workers' compensation injury or illness;
3. To care for the employee's spouse, child or parent with a serious health condition; or
4. Any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a military member in the United States Armed Forces, Reserves or National Guard on covered active duty or who has been notified of an impending call or order to covered active duty status.

An eligible employee who is the spouse, child, parent or next of kin of a covered service member may take up to 26 work week of Family and Medical Leave during a single 12-month period to care for the covered service member.

5.6.2 During such leave, Crisis Services will continue to provide health insurance to the employee on the same basis as for any active employee. Family and Medical Leave is unpaid leave, although the employee may utilize any paid leave under Section 5.2, 5.3, 5.4 or 5.10 as part of such leave. Further details on the Family Medical Leave may be found in Crisis Services Employee Handbook.

5.6.3 An employee who is on leave of absence as per Section 5.7.1 above may request an extension. The request must be submitted in writing to the President/Chief Executive Officer for review 14 business days prior to the initial expected return to work date. If the extension is approved, the Employee can continue health care coverage at his or her own expense pursuant to COBRA during this such extension. At the end of any such extension, the Employee will be instated to a vacant position if one exists, for which he or she is qualified.

## **SECTION 5.7 MILITARY LEAVE**

Military leave without pay shall be granted to employees who are inducted into or enlist in the Armed Services. Seniority and re-employment rights of employees entering military service shall be as provided by applicable federal statutes. Crisis Services shall pay the difference between military pay and normal agency salary for a period not to exceed two (2) weeks in each twelve (12) month period while an employee is called to military service training, provided that the employee furnishes Crisis Service with his military pay voucher for such period.

## **SECTION 5.8 TIME OFF FOR ADVANCED TRAINING**

Time off for the purpose of acquiring advanced training may be granted up to four (4) hours per week for full time and up to two (2) hours per week for part time without loss of pay with the approval of the Program Director and President/Chief Executive Officer. The course must be directly related to the work of the employee; it must be a course offered by a recognized institution of higher learning; it must be a course which is not offered at any time other than during the employee's working day; and time off will not, by reason of any other provision of this agreement, require the Agency to provide additional staff by the use of time off provided by this provision. For

the purposes of this section, an unpaid internship for which an employee receives credits for shall qualify as a course.

## **SECTION 5.9 VACATION**

5.9.1 All regularly scheduled full time employees shall accrue vacation with pay on the following basis:

<b>Years of Employment</b>	<b>8 Hour Employees (Hours Per Month)</b>	<b>10 Hour Employees (Hours Per Month)</b>
Less than 1 year	5.33	6.67
1 – 4 years	10	12
5 –10 years	12	14.67
Over 10 years	13.33	17.04

5.9.2 All regularly scheduled part-time employees per Section 1.3 shall accrue vacation with pay on a prorated basis based on the above scale.

5.9.3 In no event shall any employee take paid vacation prior to six (6) months of employment. Compensable pay status for ten (10) or more working days per month qualifies employees for vacation credit for that month

5.9.4 Vacation days may be taken any time during the year. However, they must be scheduled one (1) month in advance for one (1) or more weeks of vacation and one (1) week in advance for one (1) or more days of vacation. Vacation schedules must be approved by the immediate supervisor consistent with the needs of Crisis Services.

5.9.5 In the event that an employee needs to confirm a vacation in advance, due to special circumstances (e.g. wedding, vacation, honeymoon, etc.), that requires significant travel expenses (e.g. plane ticket, hotel, etc.) they shall submit their request to their supervisor. Crisis Services will make every effort to find coverage for the employee. Such request will be approved or denied within thirty (30) days from the date of the request by email and/or via the Employer time keeping system and shall not be unreasonably denied.

Routine vacation requests shall follow Section 5.9.4 and will be reviewed and approved via email and/or the Employer time keeping system within 5 business days of request for one (1) or more weeks and 3 business days of request for one (1) or more days. If a vacation request that does not meet the special circumstance outlined above is submitted months in advance, the supervisor will approve the request 30 days prior to the start date of the vacation request.

5.9.6 If two (2) or more employees request the same vacation days, preference will be given to the employee with seniority, except that if a vacation has been approved pursuant to section 5.9.4, a later request by a more senior employee cannot supersede an approved vacation.

5.9.7 An employee who does not use all of his or her vacation days within a given anniversary year may add no more than eighty (80) earned unused vacation hours to the next year's total of vacation days. Any earned vacation not used consistent with this Section will be forfeited.

5.9.8 Employees, not in their Introductory Period, leaving the employment of Crisis Services will be paid for all unused vacation when written notice of termination of employment is received thirty (30) calendar days in advance of the last day of employment.

Crisis Services can require the employee to use vacation time during the last thirty (30) days of employment. Any sick leave taken during the last fifteen (15) days of employment must be supported by a physician's certificate.

If an employee who has a set schedule that ends his/her work schedule prior to the thirty (30) days, remaining days (as determined by the set schedule) will revert to on call responsibilities until they fulfill their thirty (30) calendar days.

## **ARTICLE 6: CONTRACTING OUT WORK**

Contracting out of work that is normally and customarily performed by the bargaining unit, shall be subject to the following:

- (a) Contracting out work is defined as the use of another employer to perform the work as described above;
- (b) Employer will not contract out bargaining unit work if such contracting out will cause, currently and directly, layoffs from employment with the Employer, part-timing of present employees, or any reduction in regular hours of work; and
- (c) Employer will not use independent contractors and/or agency employees, to permanently fill vacant positions in the bargaining unit. While such persons are in use the Employer will actively recruit to fill the position.

## **ARTICLE 7: BARGAINING UNIT WORK**

Non-bargaining unit personnel shall not perform work assigned to bargaining unit employees. The Employer will not convert any bargaining unit job title to a non-bargaining unit position.

Exceptions to this section include cases of Agency, local, statewide or national emergencies; absences of bargaining unit employees as a result of sick or other leaves; to provide appropriate supervision, instruction or evaluation; to maintain clinical competencies, or to meet client care requirements where undue delay would jeopardize a client's life or compromise quality client care.

The Employer will consult with the Union if funding restrictions impact service delivery and reassignment of responsibilities need to occur.

**ARTICLE 8: DURATION**

8.1.1 This Agreement shall be effective as of January 1, 2022 and shall remain in effect until December 31, 2024, 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 sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate the Agreement, the Union and Crisis Services shall commence collective bargaining with respect to a new Agreement.


The Union and the Agency agree that they will meet on or before October 30, 2022 solely to discuss whether the Agency’s funding allows for additional compensation for bargaining unit members.

During such discussions and if no agreement on a compensation adjustment is reached, the Agreement will continue in full force and effect (including its prohibition work interruptions contained in Section 2.2).

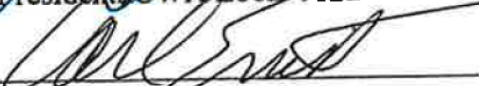
8.1.2 In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the contract, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made (and the other party has not terminated the Agreement) 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 sixty (60) days written notice of termination to the other party.

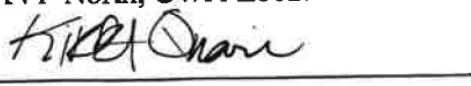
8.1.3 This Agreement is entered into as of February 7, 2022.

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

  
Shawn LeBlanc  
Staff Representative, CWA D1

  
John Mudie  
President, CWA Local 1122


  
Carl Ernst  
AVP North, CWA Local 1122

  
Kirra Quarrie  
Union Staff Representative

SUICIDE PREVENTION & CRISIS SERVICE, INC  
Crisis Services

  
Jessica C. Pirro  
President/Chief Executive Officer

  
Jesse Lewandowski  
Chief Financial Officer

  
Robyn Wiktorski-Reynolds  
Vice President of Clinical Operations



## **APPENDIX A: CRISIS SERVICES NEW YORK PAID SICK LEAVE POLICY**

### **1. ACCRUAL OF SICK LEAVE**

Starting on September 30, 2020 or the employee's first day of employment, whichever is later, each employee will accrue one (1) hour of paid sick leave ("PSL") for every 20 hours worked.

For purposes of this policy, "hours worked" means all paid time worked for the Agency. This includes regular time, overtime, and activation time/pay codes. Employees do not accrue PSL based on benefit time taken (e.g. personal, sick, holiday or vacation), when on leave (e.g. disability, FMLA, PFL, etc.) or when on call but not activated.

Accruals of PSL granted to employees under the Agency's prior policy will be honored and are eligible for use and carryover in accordance with this PSL policy.

### **2. USAGE CAP**

An employee's accrued, unused PSL will carryover from year to year. The maximum amount of PSL an employee may accrue is:

- a) 400 hours for employees hired before October 1, 2021
- b) 200 hours for employees hired after October 1, 2021

### **3. USE OF SICK LEAVE**

Starting on January 1, 2021, employees may use accrued PSL for the following reasons, in addition to covering sleep time due to activation work:

- A mental or physical illness, injury, or health condition of the employee or the employee's family member (regardless of whether that condition has been diagnosed or requires medical care at the time the employee requests leave);
- The diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or need for medical diagnosis of or preventative care for, the employee or the employee's family member; or
- Where the employee or the employee's family member has been a victim of domestic violence, a family offense, a sexual offense, stalking, or human trafficking, the employee may use accrued paid sick leave for the following reasons if the reason is related to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
  - To obtain services from a domestic violence shelter, rape crisis center, or other services program;
  - To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family members;

- To meet with an attorney or social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
- To file a complaint or domestic incident report with law enforcement;
- To meet with a district attorney's office;
- To enroll children in a new school; or
- To take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

*Note: Notwithstanding any family relationship, this leave is not available where the employee committed the domestic violence, family offense, sexual offense, stalking, or human trafficking.*

The term "family member" means an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent and the child or parent of an employee's spouse or domestic partner. The term "parent" includes biological, foster, step, or adoptive parents, legal guardians of the employee, or a person who stood *in loco parentis* when the employee was a minor child. The term "child" includes a biological, adopted, or foster child, a legal ward, or a child for whom the employee stands *in loco parentis*.

PSL may be used in 15-minute or longer increments.

Employees on a leave of absence pursuant to federal, state, or local law such as the New York Paid Family Leave law or the Americans with Disabilities Act may be required or permitted to use any accrued PSL for such absences depending on the reason and type of leave.

Unless the employee's employment was or would have been terminated for reasons unrelated to the leave (e.g., reorganization, lay off, reduction in force, etc.) or where applicable law provides otherwise, the Agency will restore an employee returning from sick leave to the position he or she held prior to taking PSL, with the same pay and other terms and conditions of employment.

#### 4. NOTICE AND DOCUMENTATION

Where the need for use of PSL is foreseeable (e.g., for pre-scheduled appointments), the employee must provide at least 7 days advance notice. Where the need for use of PSL is not foreseeable (e.g., for emergencies or sudden unexpected conditions), the employee must provide notice as soon as practicable under the circumstances. To the extent consistent with this Policy, notice should be provided as outlined in our Paid Leave Policy in the Employee Handbook. Failure to give proper notice, where notice is possible, may result in delay or denial of the leave or disciplinary action.

Where permitted by applicable law, the Agency may require documentation to verify the proper use of leave. The Agency will not require disclosure of confidential information relating to a mental or physical illness, injury, or health condition of the employee or the employee's family member, or information relating to absence from work due to domestic violence, sexual offense, family offense, stalking, or human trafficking, as a

condition of taking sick leave. The Agency will maintain all documentation received in connection with sick leave as confidential.

Employees are not required to find a replacement to cover their scheduled hours of work before being permitted to use accrued PSL.

#### 5. PAYMENT AND PAYOUT OF SICK LEAVE

Employees who use accrued PSL will be paid at their regular rate of pay for the number of hours they were scheduled to work during the time the PSL was taken.

Accrued and unused PSL will not be paid out at the end of the calendar year, or upon separation from employment for any reason.

#### 6. DISCIPLINARY MATTERS

Use of PSL for impermissible reasons will be subject to disciplinary action. In addition, excessive absenteeism (apart from proper use of PSL or other approved leave), failure to properly call in advance of leave (except where not possible in circumstances like emergencies), or engaging in misuse of PSL may result in disciplinary action.

#### 7. FURTHER INFORMATION

Employees wanting further information regarding this policy should consult with the Agency's HR Administrator.

Within three (3) business days of an oral or written request by an employee to the Human Resources Administrator, the Agency will provide the requesting employee with a summary of the amounts of PSL accrued and used by the employee in the current calendar year and/or any previous calendar year.

This policy is intended to implement the New York State Sick Leave Law (Labor Law Section 196-b) and any accompanying regulations. To the extent this policy is inconsistent therewith, the law and regulations will govern. Further, to the extent any state or local law provides for additional leave benefits, the Agency will comply with any such requirements.

The Agency prohibits discrimination or retaliation against an employee because he or she used paid sick leave or otherwise exercised rights under the New York State Sick Leave Law.

Appendix B- Side Letter

**Side Letter**

**Between Suicide Prevention and Crisis Services, Inc. (hereinafter the "Agency") and  
Communication Workers of America Local 1122 (hereinafter called the "Union")**

**WHEREAS**, the Union and the Agency are parties to a collective bargaining agreement (the "CBA") in effect for the term of October 1, 2018 to September 30, 2021 as extended by mutual agreement to January 31, 2022 or such later date as may be mutually agreed by Agency and the Union; and

**WHEREAS**, the Union and the Agency anticipate entering into a successor collective bargaining with for the period beginning on January 1, 2022 and ending on December 31, 2024 (the "Successor CBA"); and

**WHEREAS**, the Union and the Agency share a mutual interest in continuing to meet and confer during the term of the Successor CBA to address certain items related to the Agency's operations that effect the Union's members;

**NOW, THEREFORE**, the Agency and the Union agree that notwithstanding anything to the contrary contained in the CBA, subject to and contingent upon the ratification of a Successor CBA:

1. Recognition Pay Structure. The Agency and the Union recognize their mutual interest in developing a formulaic method to assess on a quarterly basis the staffing levels of various departments and provide recognition pay to staff members working in departments with staffing levels below established thresholds for a sustained period of time, subject to and contingent upon the Agency's funding levels.

2. On-call Structure. The Agency and the Union recognize their mutual interest in continuing to evaluate changes to reduce or manage the responsibilities of staff during on-call shifts.

The Agency and Union agree to continue discussions of on-call shift duties on a regular basis throughout the term of the Successor CBA.

This Side Letter is without prejudice or precedent to any position that the Union or the Agency agreement may wish to take in any other proceeding involving any matter, and does not alter any provisions of the CBA or a Successor CBA.

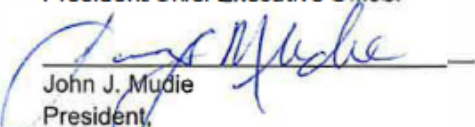
In the event that a Successor CBA is not ratified on or before February 15, 2022, this Side Letter will be of no force or effect.



\_\_\_\_\_  
Jessica C. Pirro  
President/Chief Executive Officer

January 21, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
John J. Mudie  
President,  
Communications Workers of America  
Local 1122

\_\_\_\_\_  
Date

1-21-2022