

ARTICLES Of AGREEMENT

NORTHWEST BUFFALO COMMUNITY CENTER, INC.

and

**COMMUNICATIONS WORKERS OF AMERICA AFL – CIO
LOCAL 1122**



July 1, 2023

June 30, 2026

TABLE OF CONTENTS

| | |
|--|------|
| ARTICLE OF AGREEMENT | 1 |
| ARTICLE 1. RECOGNITION | 1 |
| ARTICLE 2. MANAGEMENT RIGHTS | 1 |
| ARTICLE 3. PAYROLL DEDUCTION OF UNION DUES | 2 |
| ARTICLE 4. RESPONSIBLE UNION - AGENCY RELATIONSHIP | 3 |
| ARTICLE 5. PROBATION | 3 |
| ARTICLE 6. NO STRIKE | 3 |
| ARTICLE 7. DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR A CAUSE | 3 |
| ARTICLE 8. RIGHT OF EMPLOYEES TO UNION REPRESENTATION | 4 |
| ARTICLE 9. UNION LEAVE TIME | 4 |
| ARTICLE 10. GRIEVANCE PROCEDURE | 4 |
| Section 1. Purpose | 4 |
| Section 2. Definitions | 4 |
| Section 3. Procedure | 5 |
| ARTICLE 11. NON-DISCRIMINATION | 6 |
| ARTICLE 12. BULLETIN BOARDS | 6 |
| ARTICLE 13. SENIORITY | 6 |
| ARTICLE 14. HOURS OF WORK | 6-7 |
| ARTICLE 15. ADJUSTED TIME | 7 |
| ARTICLE 16. BENEFITS | 7 |
| Section 1. Eligibility | 7 |
| Section 2. Workers Compensation | 7 |
| Section 3. New York State Disability | 8 |
| Section 4. F.O.A.S.I. | 8 |
| Section 5. Unemployment Insurance | 8 |
| Section 6. Hospital and Medical Insurance | 8 |
| Section 7. Life Insurance | 9 |
| ARTICLE 17. VACATIONS | 9-10 |
| ARTICLE 18. HOLIDAYS | 10 |

| | | |
|-------------|--------------------------------------|-------|
| ARTICLE 19. | LEAVES | 11 |
| | Section 1. Sick Leave | 11-12 |
| | Section 2. Child Care Leave | 12 |
| | Section 3. Educational Leave | 12 |
| | Section 4. Military Leave | 13 |
| | Section 5. Paid Family Leave | 13-14 |
| | Section 6. Personal Days | 14 |
| | Section 7. Bereavement Leave | 14 |
| | Section 8. Jury Duty | 14 |
| ARTICLE 20. | OTHER BENEFITS | 14-15 |
| ARTICLE 21. | COMMUNITY CENTER PROGRAMS | 15 |
| ARTICLE 22. | JOB RELATED COURSES | 15 |
| ARTICLE 23. | WAGES | 16 |
| | Section 1. Wage Definitions | 16 |
| | Section 2. Salary Schedule | 16-17 |
| | Section 3. Posting and Bidding | 17-18 |
| ARTICLE 24. | FEDERAL AND STATE LAW | 18 |
| ARTICLE 25. | AMENDMENTS | 18 |
| ARTICLE 26. | DURATION OF AGREEMENT | 19 |
| APPENDIX A | Dues Authorization Form | 20 |

**AGREEMENT BETWEEN
NORTHWEST BUFFALO COMMUNITY CENTER, INC.
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

This agreement made and entered into this 1st day of July, 2021 by the Northwest Buffalo Community Center, Inc., hereinafter referred to as the “Agency” and the Communications Workers of America, AFL-CIO hereinafter referred to as the “Union.”

**ARTICLE 1
RECOGNITION**

Section 1. The Agency hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all of the employees in the Collective Bargaining Unit certified by the NLRB in Case 3-RC-8084.

Included: All full time and part-time employees of the Corporation.

Excluded: The Executive Director, Director of Administration and Finance, Fiscal Staff, Director of Munchkinland, Director of Operations, Director of Education, Assistant Director of Education, Program Coordinators, Supervisors and Administrative Assistant as Defined in the Act.

Section 2. The Agency agrees not to sell or assign its business without expressly providing in the contract of sale or assignment that the purchases of assignee shall be bound by all of the contact rights of the employees under this Collective Bargaining Agreement.

Section 3. The Union shall be notified of any new hires, changes in status (part-time, full-time), seasonal employees.

Section 4. The Union shall be given an opportunity to meet with new employees during orientation to introduce them to the Union.

**ARTICLE 2
MANAGEMENT RIGHTS**

Except as limited by the specific undertakings of the Agreement, the Agency shall continue to have the right to take any action it deems appropriate in the management of the business in accordance with its judgment.

ARTICLE 3
PAYROLL DEDUCTION OF UNION DUES

Section 1. The Agency agrees to make payroll deduction of the Union dues and initiation fees or the equivalent there of when authorized to do so by the employee on a form as set forth below in the amount as certified to the Agency by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

Section 2. A payroll deduction authorization form is attached in Appendix A.

Section 3. The Agency agrees that:

- a.) Upon receipt of an individual written request in a form approved by the Agency and signed by an employee covered by this Agreement, it will deduct monthly from such employee's wages the amount of the Union dues and initiation fees specified in such request and forward the full amount deducted to the Secretary-Treasurer of the Union or an authorized agent as directed. The request may be revoked by the employee at any time upon a written request to the Agency and such request should be directed to the appropriate Agency representative. The Agency shall forward such request to the appropriate union representative.
- b.) In general, dues deducted will be made in designated pay periods in the current month for properly executed dues deduction authorizations received by the appropriate Agency representative on or before the 25th day of the preceding month. However, the Agency assumes no responsibility either 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 omissions.

Section 4. It shall be a condition of employment that all current employees of the Corporation covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members of good standing and those who are not members on the effective date of this Agreement shall, not later than the 30th day following the effective date of this Agreement, tender an amount equal to the monthly Union dues to the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, not later than the 30th day following the beginning of such employment become and remain in good standing in the Union.

ARTICLE 4
RESPONSIBLE UNION - AGENCY RELATIONSHIP

The Agency and the Union recognize that it is in the best interests of parties, the employees and the public that all dealings between the parties continue to be characterized by 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 accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered or who may be covered by this contract. Each party shall bring to the attention of all employees in the unit covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility for and respect of the measure that the parties have agreed upon to ensure adherence to the purposes of this contract.

ARTICLE 5
PROBATION

All employees shall be considered as probationary employees for the purpose of termination for a period of ninety (90) calendar days following the employee's date of hire. Probationary employees may be terminated by the Agency for just cause and such action shall not be subject to the Arbitration Procedure set forth in Article 10, but shall be subject up to and include Step 2 of the Grievance Procedure.

ARTICLE 6
NO STRIKE

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. The Agency agrees that during the same period there shall be no lockouts. The Agency further agrees that no employee covered by this Agreement shall be required to cross a picket line in the course of his employment.

ARTICLE 7
DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR A CAUSE

In the event any employee covered by this Agreement is discharged, suspended or demoted for cause, the Local Union shall be notified in writing of such action. A written grievance claiming that the discharge, suspension or demotion was without proper reason must be filed by the union within thirty (30) days from the date of discipline.

ARTICLE 8
RIGHT OF EMPLOYEES TO UNION REPRESENTATION

Any employee covered by this Agreement is entitled to have Union representation in any discussion between the employee and representatives of the Agency in which the employee has reasonable grounds to fear that the interview will adversely affect the employee's employment or working conditions. Any employee requesting Union representation must arrange a meeting with the Union representative as soon as possible.

ARTICLE 9
UNION LEAVE TIME

Section 1. Employees designated by the Union and the Chief Steward and the Job Steward will be granted the necessary time off to conduct 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.

Section 2. No Union representative shall suffer a loss in pay while attending any joint Union-Agency meeting or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. 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, misinterpretation, or misapplication of the terms of this Agreement or formal Agency policy not uniformly applied by the Agency.

Section 2. "Grievance" shall mean a formal claim by an employee of a violation, misinterpretation or misapplication of the terms of this Agreement.

"Employee" shall mean any individual or group of individuals within the bargaining unit.

"Steward" shall mean the employee designated by the Local Union to act as representative of the members of the bargaining unit at any level of the Grievance Procedure.

"Days" shall mean weekdays (Monday through Friday) excluding holidays according to Article 14, Section 1. of this Agreement.

Section 3.

STEP 1

An employee alleging a grievance will, along with the Union Steward, discuss the matter with the immediate Supervisor.

The employee shall set forth the nature of the grievance as it relates specifically to the terms of the contract that has allegedly been violated, misinterpreted or misapplied. At the time of discussion the employee shall submit a formal written grievance form to the immediate Supervisor. Such discussion shall be within twenty (20) days of the occurrence which led to the alleged grievance or when the employee reasonably became aware of the alleged grievance. The Agency's response to Step 1 shall be in writing within five (5) days of the grievance meeting.

STEP 2

If the grievance is not settled at Step 1 the local Union may appeal the decision within twenty (20) days of receipt of the Step 1 answer. The Agency and Union will meet with fifteen (15) days of the appeal to try and resolve the grievance. The meeting will be between the Executive Director, the immediate Supervisor and the Local Union Office and Steward. The Agency's response shall be in writing and received by the local office within fifteen (15) days of the meeting.

STEP 3

If the grievance is not settled at Step 2 the Union may, within thirty (30) days of the written answer from Step 2, provide written notice to the Agency of the Union's intent to arbitrate. Said intent shall be followed by a request to assign an arbitrator by the New York State Mediation Service with a copy to the Agency to the attention of the Chair of Personnel Committee c/o Executive Director.

Section 4. The New York State Mediation Service shall assign an arbitrator at no cost to the parties.

The arbitration proceedings shall be governed by the regulations of the New York State Mediation Service to the extent that said regulations do not conflict with the Agreement.

Section 5. The arbitrator may fashion an appropriate remedy where he/she finds a violation of this Agreement and said award shall be final and binding on the parties.

Section 6. In all steps of the grievance procedure, the following shall apply:

- a.) The burden of proof lies with the Agency to show just cause for any action taken or not taken.
- b.) If mutually consented to by Agency and Union, any Step of the procedure may be omitted and presented at the next appropriate Step.
- c.) If mutually consented to by Agency and Union, any time limits may be reduced or extended for a particular grievance. However, failure of either party to meet the required time limits shall mean the position of the opposite party shall automatically prevail.

**ARTICLE 11
NON-DISCRIMINATION**

Section 1. Neither the Agency nor the Union shall discriminate against any employee because of the employee's race, color, religion, sex, age, national origin, religious belief, handicap, marital and veteran's status or political affiliation except as provided by Law.

Section 2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

Section 3. The Agency shall not interfere with, restrain, coerce, intimidate, or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests of purposes of the Union.

**ARTICLE 12
BULLETIN BOARDS**

A Bulletin Board shall be furnished, installed and maintained by the Agency at each location on Agency premises, at the written request of the Union mutually satisfactory to both the Local Union and the Agency. The bulletin board size and general type and construction shall be mutually agreeable to the Local Union and the Agency. Bulletin boards shall be plainly marked as being for the use of the Local Union notices, which a representative of the Union may desire to post. The Union agrees not to post any Union endorsements of or campaign material for political candidates for public office.

**ARTICLE 13
SENIORITY**

Seniority shall be the determining factor affecting layoffs in cases of reduction of a working force and rehiring after layoffs. Seniority shall be the determining factor in matters affecting the assignment of hours, vacations and voluntary transfers. In the event a reduction of the work force becomes necessary, the Agency will provide the Union with as much advance notice of the reduction as possible, for the purpose of joint discussion of the other consideration involved in implementing the work force reduction. Employees who are on approved Leave of Absence without pay will retain, but not earn seniority, except Leaves of Absence required by Law.

**ARTICLE 14
HOURS OF WORK**

Section 1. The normal business hours shall be Monday to Friday from 8:00 a.m. to 4:00 p.m.

Section 2. Any full time employee who is required to work in excess of their normal work week will receive one and one half (1½) times their hourly rate of pay for all overtime hours or

adjusted time off at the employer's discretion at the employee's hourly rate of pay.

Section 3. Full time employees shall work forty (40) hours per normal work week with one (1) thirty minute paid lunch break period and two (2) fifteen (15) minute paid work break periods in each eight (8) hour day. It is understood that employees will be required to take their breaks one (1) before their lunch period and one (1) after lunch period.

Section 4. Part time employees shall work less than forty (40) hours per normal work week one (1) thirty minute paid lunch break period if they work six (6) hours or more in any given work day, with one (1) fifteen (15) minute paid work break period for each work day.

ARTICLE 15 ADJUSTED TIME

Section 1. Adjusted time may be claimed for working outside regular hours by all employees providing such work has received prior written approval by their supervisor except in the case of an emergency (imminent threat to health and/or safety of persons or property) or in cases where prior written approval is not feasible.

Section 2. From the effective day of this Agreement, adjusted time will be earned and used at a rate of one and one half (1½) the actual time earned, i.e., one hour worked will be credited at a rate of one and one half hour and employees would be entitled to one and one half (1½) hour of adjusted time off.

No employee following the effective date of this Agreement will be permitted to accumulate adjusted time in excess of forty (40) hours unless otherwise approved by management. All employees may be compelled by the Executive Director to utilize adjusted time.

ARTICLE 16 BENEFITS

Section 1. Eligibility

Benefits are available to all full time employees stipulated in the Agreement. Part time employees (those working less than forty (40) hours per week) and temporary employees will not be entitled to any fringe benefits unless the funding source specifically states in writing that certain benefits are funded and allowed or as otherwise provided for in this Agreement. Temporary employees shall become permanent employees after ninety (90) calendar days of employment. Every effort will be made by the Agency to maximize the wages and benefits for the employees covered by this Agreement.

Section 2. Workers Compensation

All employees are covered under the Workers Compensation Law. On the job injuries must be reported to their supervisors.

Section 3. New York State Disability

Each employee shall be covered under the provisions of the New York State Disability Law. Cost is paid by employer. Any employee claiming such a disability must file a claim on his/her own initiative.

Section 4. Federal Old Age and Survivors Insurance (F.O.A.S.I.)

All employees are covered by Social Security. Employee and employer share equally in payment of the tax as specified by the Federal Old Age and Survivors Insurance Act (F.O.A.S.I.). All employees are covered by Medicare. Employee and employer shares are to be paid in accordance with Federal Law.

Section 5. Unemployment Insurance

As specified by State Law.

Section 6. Hospital and Medical Insurance

- a.) The agency will aggressively pursue all plans in an attempt to maximize the coverage and find the most competitive price. We will survey the eligible employees to identify their needs in the plan. If the Agency offers more than one plan, then the agency shall pay the premium for the lowest cost plan. Employees choosing other than the lowest cost plan shall be responsible for the additional cost.
- b.) **Any new full-time employees shall be eligible for single coverage** at the lowest cost plan after their ninety (90) day probationary period. Any other plan is available to full time employees at additional cost including family coverage.
- c.) The Agency will continue to pay the premium during an approved leave of absence, as long as employees are utilizing their accrued time and being paid by the Agency. Once all paid time has been utilized the Agency will cease contributions and the policy will lapse at the end of the month, unless the employee exercises his/her COBRA rights as specified by State Law.
- d.) Employees are responsible for directly paying the premium during their layoff period and during unpaid leaves of absences. The Agency shall allow all employees who are not eligible for employer paid insurance access to the above outlined health plans, at the employees' expense.
- e.) Employees that are eligible may elect to opt out of Employer paid health insurance. Employees electing to opt out must provide proof of health insurance. The annual incentive to opt out of insurance is \$1,000.00. The quarter (1/4) annual incentive is \$250.00 payable at the end of the quarter.

Section 7. Life Insurance

The Agency will provide a Life Insurance Policy with two (2) times the value of one (1) year's salary for all full time employees.

During layoff periods, individuals will be responsible for continuing premium payment at their own expense, if he or she desires to continue coverage.

**ARTICLE 17
VACATION**

Section 1. Vacation for employees working two thousand eighty (2080) hours or more per year shall accrue as follows:

| Year of Service | Accrual Rate Per Pay | Maximum Annual Vacation Accrual Per Year |
|--|----------------------|---|
| After the First Year of Employment | 1.54 Hours | 5 days |
| After the Second Year of Employment | 3.08 Hours | 10 Days |
| After the Third Year of Employment | 4.62 Hours | 15 Days |
| After the Fourth Year of Employment | 6.15 Hours | 20 Days |
| After the Fifth Year of Employment | 7.69 Hours | 25 days |

Section 2. Part time employees (those working one thousand forty (1040) hours or more per year) shall accrue vacation as follows:

| Years of Service | Maximum Annual Vacation Accrual Per Year |
|--|---|
| After the First Year of Employment | 2 Days |
| After the Second Year of Employment | 5 days |
| After the Third Year of Employment | 8 Days |
| After the Fourth Year of Employment | 12 Days |
| After the Fifth Year of Employment and Beyond | 14 Days |

No employee may take vacation time in advance of accrual. Vacation may be taken in one-half (½) day units. Part time employee's hours paid for each vacation day are calculated by pro rating their average regular schedule work week.

Section 4. All requests for vacation must be submitted in writing to the Supervisor for approval at least one week in advance of the requested time off. Such a request must be responded to in writing within one (1) business day of receipt.

Section 5. All employees covered by this Agreement must use their vacation earned within three (3) months following their Anniversary Date fifteen (15) months or it will be lost. Vacation day credit will be carried over beyond the fifteen (15) months only under circumstances beyond the employee's control such as the Agency's request to forego vacation due to pressing Agency business, etc. Approval of such request for vacation carry over is at the discretion of the Board of Directors and requests must be submitted in writing within three (3) months of the Anniversary Date allowing sufficient time for vacation being used in the event of Board denial.

ARTICLE 18 HOLIDAYS

Section 1. The organization will be closed on the following days:

| | |
|-------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Presidents Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Juneteenth Day | Christmas Day |
| Independence Day | Floating Holiday |

Section 2. All full-time employees will be paid for holidays at their normal rate of pay. Part-time employees will be paid at their normal rate of pay for holidays prorated as outlined in Article 16, Section 1. Employees will be paid for holidays only if they are compensated for their scheduled work day before the holiday or after the holiday. Holidays that fall on Saturday will be observed on the Friday prior to the holiday and holidays that fall on Sunday will be observed on the Monday after the holiday unless the parties mutually agree otherwise.

Section 3. The Agency would allow part time employees, who work a consecutive twelve months, seven (7) flexible holidays. The holiday(s) may be used for any of the agencies fourteen (14) approved holidays. Employees will need prior written approval to use a holiday.

ARTICLE 19 LEAVES

Section 1. Sick Leave:

- a.) Any new full-time employee hired (this term excludes promotional employees) after the effective date of this agreement shall earn six tenths (.6) of a day sick leave for each pay period up to a total of seven (7) days per year for first year of employment. During the second year of employment, each full-time employee covered by this Agreement shall earn six tenths (.6) of a day sick leave for each pay period up to ten (10) days per year. During the third year of employment, full-time employees shall earn six tenths (.6) of a day for each pay period up to fifteen (15) days per year. Employees can accumulate up to fifteen (15) days of sick leave. After the effective date of this Agreement all full-time employees shall earn six tenths (.6) of a day sick leave for each pay period up to the following maximum number of days per year.

0 to 1 year of service - 7 days per year

1 to 2 years of service - 10 days per year

2 or more years of service - 15 days per year

Full Time Employees can accumulate up to one hundred eight (180) days of sick leave.

Part Time Employee Sick Leave

All part-time employees accrue one hour of sick leave for every 30 hours worked; may not use more than 56 hours in a twelve (12) month period.

- b.) Sick leave without pay for an extended nature due to injury, major illness or surgery will be granted on an individual basis upon the written request of the Executive Director or an officer of the Corporation. This extended sick leave will be granted up to a maximum of sixty (60) days and shall go into effect when all accumulated sick leave, compensatory time, and vacation days are exhausted. Sixty (60) days shall mean sixty (60) consecutive days. However, the Agency, at its discretion, may extend sick leave beyond the sixty (60) days.
- c.) An employee out sick for one (1) or more days (not for extended sick leave) and who has no sick time remaining, must use accumulated compensatory time, personal leave to cover these sick days.
- d.) Employees will be paid regular full day wages, if scheduled to work, on days when facilities have been closed by the Director due to weather conditions or any other reason.

- e.) Sick leave shall be accrued from each employee's Anniversary Date. Employees begin accruing sick leave immediately upon hire and may use leave once it is accrued.
- f.) Sick time is an accrued time and upon the employee leaving their position for any reason they are not entitled to any compensation.
- g.) Reasons for Sick Leave are applicable to all Federal and State laws. Please see Administrative office for the most current updates.

Section 2. Child Care Leave:

Child care leave without pay, not to exceed two (2) years, shall be granted to an employee who has given reasonable written notice to the Agency of his/her intent to take such a leave. The time when leave is to begin and end shall be determined solely by the employee in the notice to the Agency and his/her subsequent notices, if any, should the entire two (2) years not be used. The employee's return from the leave shall be upon thirty (30) days written notice to the immediate supervisor. The end date is binding on the employee both for the first notice and notice renewals thereof.

Such leave may be renewed by the employee but the leave and the renewals thereof shall not exceed two (2) years.

Section 3. Educational Leave:

The Agency may grant leaves of absence without pay to employees for educational purposes, provided that such leave is reasonably job related. Such leaves shall normally be granted for one (1) year, however, employees may request additional leaves on an annual basis. Employees must give written request for such leave stating the length of time, however, this shall not preclude the employee from returning earlier than the stated time with the permission of their supervisor. Approval of such requests may not be unreasonably withheld by the Agency.

Section 4. Military Leave:

Leaves of absence shall be granted to all regular employees entering active duty of the Armed Forces of the United States in accordance with prevailing status. Regular employees entering active duty in the Armed Forces of the United States will be given the vacation to which they are entitled under the terms of this contract. If such employees do not elect to take their vacation before leaving they will be paid an allowance in cash equal to and in lieu of any vacation which is due. Employees (1) who are absent for the purpose of entering the Armed Services as provided herein and who are rejected, and (2) who are absent for the purpose of performing

training duty or emergency service in the Armed Forces of the United States, shall be granted leaves of absence and shall have re-employment rights in accordance with the requirements of the universal Military Training and Service Act, as amended, and/or regulations issued there under.

Section 5. Paid Family Leave

Employees may use paid family leave to bond with a newly born, adopted or fostered child, care for a close relative with a serious health condition, or assist with family situations when a family member is deployed abroad on active military service. Paid Family Leave may also be available for use in situations when an employee or their minor dependent child are under an order of quarantine or isolation due to current events.

Employees can continue their health insurance while on leave and are guaranteed the same or comparable job after the leave ends. If the employee contributes to the cost of the health insurance, they must continue to pay their portion of the premium cost while on Paid Family Leave.

Benefits - Time Eligible employees may take up to 12 weeks of leave. This leave can be taken either all at once or intermittently, but must be taken in full-day increments.

Paid Family Leave benefits provide a % of your average weekly wage, capped at the same percentage of the New York State Average Weekly Wage. Visit PaidFamilyLeave.ny.gov for information on this year's maximum weekly benefit, as well as a calculator to estimate your own benefits.

Eligibility:

All eligible employees are entitled to participate in Paid Family Leave. Employees are eligible regardless of citizenship and/or immigration status.

Full-time employees: Employees who work a regular schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.

Part-time employees: Employees who work a regular schedule of less than 20 hours per week are eligible after working 175 days, which do not need to be consecutive.

Qualifying Events

New Child: Employees can take Paid Family Leave during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take Paid Family Leave for their own pregnancy. Paid Family Leave for the birth of a child begins after the birth. It is not available for prenatal conditions.

Serious Illness: Employees can take Paid Family leave to care for a family member with a serious health condition. These relatives can live outside of New York State and even outside the country. Employees cannot take Paid Family Leave for their own health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential health care facility, or

- Continuing treatment or continuing supervision by a health care provider.

Military Active Service Deployment:

Employees can take Paid Family Leave to assist with family situations arising when a spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. Employees cannot use Paid Family Leave for their own qualifying military event.

Section 6. Personal Days:

All employees, who work a consecutive twelve months, shall receive five (5) personal days each year, pro-rated over 5 work day average which can be taken any time during the calendar year. New employees cannot take personal days until their probation is over.

Section 7. Bereavement Leave:

All employees may receive bereavement leave in the event of the death of a family member. Such leave shall not exceed three (3) days. Family members whose death shall entitle an employee to bereavement leave are; mother, father, step mother, step father, grandmother, grandfather, great grandparents, sister, brother, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, foster children, step children, adopted children, spouse, domestic partner, or any other relative residing in the employee's household.

Section 8. Jury Duty:

Employees called for grand jury or regular jury duty, or subpoenaed as witnesses for organization related purposes, shall be given time off with pay for the time required for such duty. Persons on such leave will retain all fringe benefits and seniority. Pay during the period will be computed following the deduction of juror fees.

**ARTICLE 20
OTHER BENEFITS**

Section 1 Any other fringe benefits not covered by this Agreement which at the time of execution of this Agreement are being given to employees, part and full time, shall continue to be made available unless such benefits are specifically replaced by or specifically set forth in this Agreement.

Section 2 Retirement Plan: The Agency shall match any eligible employee's contribution up to five percent (5%) of annual salary after one full year of employment.

Section 3 Mileage Reimbursement: Bargaining unit employees shall be reimbursed at the IRS mileage rate as long as the funding source allows it and funds it.

Section 4 Severance: Each full-time employee shall be entitled to severance pay if they are

subjected to a layoff at the rate of one (1) weeks' pay for every five (5) years of service. The Agency shall have time to pay the severance equal to the number of weeks, i.e., for four (4) weeks pay, the Employer shall have four (4) weeks to pay the total amount.

ARTICLE 21
COMMUNITY CENTER PROGRAMS

Programs run by the Northwest Buffalo Community Center, Inc. with fees which originate in the Agency, will be available free of charge to employees and members of their immediate family. Participation of staff or family members in Center programs will be dependent upon space available in programs. Community residents may be given preference over staff members or members of their families.

ARTICLE 22
JOB RELATED COURSES

Employees will be allowed to leave their jobs up to 30 minutes early without loss of pay for job related classes. Proof of registration in classes will be provided; where possible, employees will seek to register in classes which avoid conflicts with hours of work.

**ARTICLE 23
WAGES**

Section 1. Employees shall receive their hourly pay in accordance with Section 2, Salary Schedules. Every effort will be made by the Agency to maximize the wages and benefits for the employees covered by this Agreement to the extent that the Funding Source will allow.

Section 2. Prior to distributing pay raises associated with any Grants, the Agency and the Union shall meet to discuss the distribution of those monies.

| Section 2a: Salary schedule effective July 1, 2023 and reflects a general 5% increase; July 1, 2024 4%; July 1, 2025 4% | | | | | |
|---|------------------|------------------------|---------------------|---------------------|---------------------|
| Title | Funding Source * | Full time or Part time | Hourly Rate 2023-24 | Hourly Rate 2024-25 | Hourly Rate 2025-26 |
| 1 st Class Stationary Engineer-Seasonal | BG | PT | \$20.07 | \$20.87 | \$21.70 |
| Maintenance | Local | PT | \$18.35 | \$19.08 | \$19.84 |
| Maintenance | VITA | PT | \$16.70 | \$17.37 | \$18.05 |
| Maintenance | CSP/BG | PT | \$16.05 | \$16.69 | \$17.36 |
| Senior Site Director | BG | PT | \$18.35 | \$19.08 | \$19.84 |
| Senior Site Aide | BG | PT | \$16.05 | \$16.70 | \$17.36 |
| Senior Van Driver | CSP/BG | PT | \$16.05 | \$16.70 | \$17.36 |
| Van Driver | CSP | PT | \$16.05 | \$16.70 | \$17.36 |
| Case Manager | OVS | FT | \$23.75 | \$24.70 | \$25.68 |
| Case Manager | OVS | PT | \$21.29 | \$22.15 | \$23.03 |
| Youth Site Director | BG/EC | PT | \$21.84 | \$22.71 | \$23.62 |
| Youth Recreational Aide | BG/EC | PT | \$15.75 | \$16.38 | \$17.04 |
| Academic Improvement | BG/EC | PT | \$23.85 | \$24.70 | \$25.79 |
| Academic Improvement Coordinator | OCFS | PT | \$26.00 | \$27.04 | \$28.12 |
| Tutor/Instructor | BG/EC | PT | \$21.00 | \$21.84 | \$22.71 |
| Arts & Crafts Instructor | BG/EC | PT | \$16.80 | \$17.47 | \$18.17 |
| Boxing Instructor | BG/EC | PT | \$18.34 | \$19.08 | \$19.84 |
| Day Care Aide Munchkinland | DC | PT | \$15.75 | \$15.75 | \$16.38 |
| Program Assistant Munchkinland | DC | FT | \$17.10 | \$17.79 | \$18.50 |

**ARTICLE 23
WAGES**

The following employees are governed by the condition and the terms of the grant: NYS 21st Century and Extended School Day (ESD) After School Grant

| Title | Hourly Rate |
|--------------|-------------|
| Teacher | \$26.00 |
| Program Aide | \$16.00 |

*** FUNDING SOURCES**

| | |
|-------|--|
| BG | Community Development Block Grant |
| OVS | Office of Victim Services |
| LOCAL | Northwest Buffalo Community Center, Inc. |
| UW | United Way |
| CSP | Erie County Community Service Program |
| EC | Erie County Youth Services |
| DC | Day Care |
| VITA | Volunteer Income Tax Assistance Program |

Section 3. Posting and Bidding:

- a.) If a vacancy occurs in any bargaining unit position listed in Article 23, Section 2., or if the Agency determines the need for additional employees in any job title listed in Article 23, Section 2., the Agency will post for a minimum of five (5) business days the positions available for job bid by qualified represented employees.
- b.) The Agency is an Equal Opportunity Employer and is required to comply with its Affirmative Action Plan and all rules and regulations set forth by the City of Buffalo, an Equal Opportunity Employment. The Agency is also bound by various other Federal, State and Local equal employment requirements and must comply with all applicable provisions of Section 3. of the Housing and Urban Development Act of 1968 as amended.
- c.) The Agency shall post and forward a copy to the local union vacant positions referred to above on the designated Communications Workers of America bulletin board located at 155 Lawn Avenue, Buffalo, NY 14207 and the posting shall contain the following information:
 - 1. Job Title
 - 2. Hourly Wage
 - 3. Job Status (Full or Part Time)
 - 4. Hours of Work
 - 5. Qualifications
 - 6. Work Site Location.
- d.) After considering the Agency's Affirmative Action Plan, and when all other factor regarding education, training, skill and experience are relatively equal, the

position will be given to the represented employee, based on seniority, who has made a timely submission for consideration.

**ARTICLE 24
FEDERAL AND STATE LAW**

In the event any Federal, State Law or Agency contractual Agreement conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, however, the remaining portion of the Agreement shall continue in full force and effect.

**ARTICLE 25
AMENDMENTS**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE 26
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2021 and shall remain in effect for an initial period of two (2) years to and including June 30, 2023 and shall continue in effect thereafter until terminated by written notice given by either party expressly stating the intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days to 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 sixty (60) days prior to the end of the initial period, request in writing negotiations or 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 amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

Section 3. It is agreed by the parties that any provision of this contract requiring governmental action to permit its implementation shall not become effective until the appropriate governmental body has taken such action.

This Agreement is entered into this ___ day of _____ 2023 by:

Tom Antonio, President
CWA Local 1122

Lawrence T. Pernick Jr., Executive Director
Northwest Buffalo Community Center, Inc.

Ray Klimtzak, CWA Local 1122

Frank Cunningham, Bargaining Committee
CWA Local 1122

Ed Rogalski, Member, Board of Directors
Northwest Buffalo Community Center, Inc.

Appendix A
Dues Authorization Form

Name _____ Location _____
(Please print (last) (first) (middle initial))

The undersigned hereby authorizes _____
to deduct from my wages an amount equal to one initiation fee and the regular monthly dues as certified to the Agency 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. This authorization may be revoked by me at any time by written request to the Agency or by written request by the Secretary-Treasurer of the Union to the Agency's appropriate representative.

Signature of Employee _____

_____ City, State and Zip

_____ Social Security Number

Date Received by Company _____ Date Effective _____

Local Number 1122