COLLECTIVE BARGAINING

AGREEMENT

Between

JVS SoCal

and

Jewish Communal and Social Agency Employees

Local Number 800 of the

American Federation of State, County and

Municipal Employees (AFSCME, AFL-CIO)

January 1, 2025, through December 31, 2026

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Article 1 Agreement

This agreement, effective January 1, 2025, through December 31, 2026, is between JVS SoCal (hereinafter referred to as the "Employer" or "JVS") and the American Federation of State, County and Municipal Employees (AFSCME), Local 800, AFL-CIO (hereinafter referred to as the "Union").

Article 2 Recognition

In accordance with the certification issued by the National Labor Relations Board dated December 13, 2012, in Case No. 31-RC-087528, Employer recognizes the Union as the exclusive collective bargaining representative of all-full time and regular part-time employees employed by the Employer and working for the L.A. County GAIN program at the following locations: 27233 Camp Plenty Road, Santa Clarita, CA 91351; 4680 San Fernando Road, Glendale, CA 91204; 1050 East Palmdale Blvd., Palmdale, CA 93550; and 21415 Plummer St., Suite B, Chatsworth, CA 91311; but excluding all other employees, confidential employees, managerial employees, already represented employees, guards and supervisors as defined in the Act, as amended.

In the event that Employer relocates its operations from any of the foregoing addresses, it shall continue to recognize the Union as the exclusive representative of the employees in the bargaining unit.

Article 3 Union Security

A. Employees

It shall be a condition of employment that (1) all employees of Employer in the bargaining unit who are not members of the Union in good standing on the effective date of this Agreement shall become Union members or pay to the Union a service fee, to be determined by the Union on an annual basis, and that (2) all employees covered by this Agreement who are members in good standing of the Union on the effective date of this Agreement shall maintain membership in good standing. Good standing shall be defined as timely payment of regular dues, fees, or other payments uniformly applied to all members.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall no later than the thirty-first (31st) calendar day following the beginning of employment, either join the Union and remain members of said Union, or pay a service fee to the Union, to be determined by the Union on an annual basis, for the duration of said Agreement.

Employer shall discharge an employee at the expiration of fourteen (14) calendar days following receipt of written notice from the Union that the Employee has failed to complete or maintain membership in good standing in the Union, or has failed to authorize a service fee payroll deduction to the Union, unless the employee has corrected the deficiency and Employer is so notified within the fourteen (14) calendar days.

B. Indemnification Clause

The Union agrees to indemnify and hold Employer harmless from any liabilities of any nature which may arise as a result of the dues check off application of the provisions of the Union Security Article of this Agreement.

C. Union Orientation

Employer will permit a new employee who is covered by this Agreement to meet with the employee's union representative for up to 15 minutes paid and an additional 15 minutes without pay at a time pre-approved by Employer-designated representatives.

Article 4 Dues Check Off

Regular Union dues and fees (but not fines, or assessments of any kind) shall be deducted monthly by Employer upon written authorization of any employee covered by this Agreement. In addition, Employer shall make deductions authorized by employees for the AFSCME PEOPLE program.

The Union agrees to indemnify and hold Employer harmless from any liabilities of any nature which may arise as a result of this Article.

Article 5 Right of Access

Non-employee representatives of the Union shall have access to the offices of the Employer for the purpose of taking up Union matters. Such access shall require the prior written consent of the Employer. Such consent shall not be unreasonably withheld. Except in an emergent situation requiring the intervention of police or emergency medical personnel, the Union shall endeavor to submit a request for access to Employer's VP of Human Resources at least one (1) working day in advance of the date of the planned worksite visit, and such request will contain the name(s) of the Union representative(s) and the reason for the visit. Upon arriving at the Employer's facility, Union visitors shall report directly to the manager on-site, or his or her designee, before meeting with any employees. Union visitors may be required to wear visitor badges. Union visits shall not unreasonably interfere with employees' performance of their work.

The Union may have access to the premises to conduct non-representational Union business outside of regular working time, after confirming with the on-site manager that space is available. The Union may not use the premises for political purposes.

Article 6 Identifying Parties' Representatives

Each party to this Agreement shall inform the other party of the name and contact information for notices to be given hereunder and for which the specific recipient of such notice is not established elsewhere in this Agreement. Each party shall also provide written

notice to the other party within five (5) business days of any changes in any of the foregoing information.

Article 7 Bulletin Boards

A bulletin board shall be provided at each worksite in a break area or area commonly seen by bargaining unit employees, to the extent that is feasible for the employer and not in a public client-facing area, that shall clearly indicate that the material placed thereon represents the views of the Union.

Article 8 Management Rights

1. All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Employer. Except as otherwise provided in this agreement, the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the Employer and the Union may have discussion involving but not limited to these areas, the Union agrees that the Employer is not obligated to bargain with the Union as to such areas during the term of this Agreement.

2. Examples of the rights reserved solely to the Employer and its officers and agents, include, but are not limited to, the right to:

- Hire, promote, demote, transfer, discipline, suspend, or discharge employees;
- Increase or decrease the workforce to meet the exigencies of the business;
- Maintain the efficiency of the operation and of the employees;
- Establish and enforce reasonable work and workplace rules and regulations, including but not limited to an Employee Handbook and rules and regulations regarding timekeeping;
- Assign personnel, specify or assign work requirements and overtime;
- Transfer work in whole or in part;
- Determine and change the number of its locations and the nature of its operations;
- Establish or determine work processes, methods, productivity standards, and routing and scheduling of work;
- Effect technological changes, install new machinery or equipment or software; and
- Determine the schedule of work and days of work, subject to the provisions of Article 33 Hours and Overtime.

3. The Union, on behalf of itself and its officers, agents and members, agrees that they will cooperate with the Employer in the exercise of the management rights enumerated in this Article.

4. The Union and its members agree to observe all rules not inconsistent with the Agreement which are promulgated by the Employer and further agree to maintain discipline and to respect the rights and prerogatives of the Employer and its representatives. All members of the Union shall perform the work to which they may be assigned conscientiously and with due regard to the interest of the Employer.

5. The Employer's exercise of management rights under this Article 8 shall not be grievable or arbitrable under Article 27 of this Agreement.

Article 9 Work Rules

1. During the term of this Agreement, Employer shall have the non-grievable, non-arbitrable right to promulgate, supplement, alter, modify, amend, and rescind, work rules, so long as such work rules do not violate an express provision of this Agreement. For purposes of this Article, work rules are defined as rules promulgated by Employer which regulate employees relative to and affecting their employment.

2. The Union and all employees covered by this Agreement agree that they will:

(a) Cooperate to maintain standards of workmanship and job performance; and

(b) Comply with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.

3. To the extent reasonably feasible, Employer will provide the Union with thirty (30) calendar days' notice before implementation of any new or modified work rule. In the event that Employer is unable to provide thirty (30) calendar days' advance notice, then Employer shall provide advance notice to the extent possible. Upon receipt of a request from the Union, Employer will meet and discuss such new or modified work rule.

4. In the event the application of a work rule is appealed to arbitration, the arbitrator shall have no authority to newly fashion, modify, or abrogate the work rule, although they may consider the reasonableness of the work rule when rendering their decision and related remedy. The arbitrator may also consider whether the employee had notice of the work rule.

5. The Employer and all bargaining-unit employees shall treat one another with respect. An alleged violation of this provision shall be subject to grievance, but shall not be subject to arbitration.

Article 10 Union Officers/Shop Stewards

1. The Union may select two (2) shop stewards for Palmdale, two (2) shop stewards for Chatsworth, and one (1) shop steward for Glendale/Santa Clarita (combined) for the purposes of representing unit members in grievances and investigating

facts related thereto, attending investigatory interviews that the employee reasonably believes will result in discipline, and to meet with Employer's designated representatives to discuss administration of this Agreement, provided that only one shop steward may represent on any particular matter on work time. There shall be one (1) shop steward for the other locations where unit members regularly perform work for the Employer. Shop stewards may perform the foregoing duties only on behalf of bargaining unit members.

2. In the event there are 75 or more bargaining unit employees, the Union may add one additional shop steward and, in the event there are 100 or more bargaining unit employees, the Union may add another, additional shop steward.

3. Within thirty (30) business days of the ratification of this Agreement and annually thereafter on July 1, the Union will inform Employer in writing of the name, title, employer and contact information of each Union officer and steward, and will inform Employer in writing within five (5) business days of any changes to any of that information.

4. Except for meetings called by Employer and as permitted pursuant to Paragraph 1 above, Union officers and shop stewards shall not conduct union business during their regularly scheduled work time, nor shall they meet with other unit members during such other unit members' work time or otherwise disrupt or unreasonably interfere with the work of other employees, whether or not covered by this Agreement. Stewards will not perform their steward duties on their working time and they shall not interfere with the work of any other employee whether or not covered by this Agreement.

5. The Employer will provide reasonable release time to permit union officers and/or stewards to perform the functions described in Paragraph 1, and except where meetings are called by Employer, or in an emergent situation requiring the intervention of police or emergency medical personnel, the Union will give Employer at least two (2) working days' notice of the requested release time. In no event shall Employer be obliged to suffer any financial hardship or to have its work by any union officer or shop steward unreasonably interfered with as a result of such activity. Without limiting the foregoing, the parties acknowledge that staffing and work requirements imposed upon Employer pursuant to its Subcontractor Agreement with Maximus, Inc., dated August 2, 2012 (the "Subcontractor Agreement") may make it difficult for the Employer to accede to requests for release time. In the event the requested released time is deferred, the time frames in Step 2 or 3, as applicable, of Article 27 (Grievance and Arbitration Procedures) shall be extended by an equivalent number of working days. Under no circumstance shall the time to commence a grievance (Step 1) be extended.

Article 11 Labor-Management Committee

Employer and the Union agree to establish "Labor-Management Committees" at each work site that will seek to resolve issues of mutual concern of the parties, to review proposed changes to Work Rules, to help the Employer attain its goals and to enable employees to be more effective and satisfied in accomplishing Employer's mission.

There shall be meetings no less than every quarter of said Committee. Such meetings may take place during the non-working lunch time of the Union and management representatives without pay. However, if scheduled by management during working time, the representatives appointed by the Union shall not lose any pay because of their attendance. Under no circumstances shall the Union representatives receive overtime pay for attendance at such a meeting.

Meetings shall not be scheduled in order to discourage or prevent attendance or participation by any members.

The Committee will focus on non-grievance issues that affect the relations of an employee and the employer. When discussing proposed changes to Work Rules, the management representatives shall, in good faith, respond to the concerns raised by the Union representatives. The Committee shall not circumvent or alter existing terms of the Collective Bargaining Agreement, nor shall the Committee be construed as a substitute for collective bargaining. Since matters not covered by this Contract may be discussed, disagreements arising out of such meetings are not subject to arbitration unless otherwise provided in other provisions of this Agreement.

Article 12 Establishing New Classifications

Whenever the Employer intends to establish a new classification, or change or consolidate the duties of an existing classification, the Union shall be notified in writing at least ten (10) working days prior to the proposed change.

Upon request, the Employer shall meet with the Union and discuss the wage rate for the new, changed or consolidated classification in the bargaining unit in a good faith effort to arrive at a mutual agreement. If, after ten (10) calendar days, the Employer and the Union have failed to reach an agreement on the wage rate, the Employer shall have the right to establish the wage rate applicable to the new, changed or consolidated classification.

The Employer agrees not to be arbitrary, capricious or discriminatory in establishing new wage rates.

Article 13 Notice to Union of Employee Status

When a new employee is hired into a classification covered by this Agreement, transferred to a new work location, transferred to a different bargaining-unit position, or separated from employment, the Employer shall forward to the Union written or electronic notice of the employee's name, personal email (if available), mobile number (if available), date of hire, date of separation (if applicable), job classification, rate of pay, and work site.

Every four (4) months, the Employer shall provide the Union with a list of all bargaining-unit employees showing name, personal email (if available), mobile number (if available), date of hire, job classification, agency, work site, rate of pay, and hours. The information shall be provided by email in a format compatible with Excel. At the time of hire, the new

employee shall electronically be given a copy of this Agreement and any additional appropriate materials supplied by the Union.

Article 14 Job Descriptions, Posting of Job Openings and Transfers

A. Job Descriptions

Upon initial employment and any subsequent change in job, each employee shall be provided with the current job description of the job to which they are assigned along with the salary and benefits and work rules that apply. In addition, Employer shall provide the employee with written notice that Employer's ability to continue to employ the employee is dependent upon continued funding of the GAIN program by the County of Los Angeles, and/or the continued relationship between Employer and Maximus.

B. Job Openings

Employer will post notices of vacancies, promotional opportunities and new jobs for positions at the locations covered by this Agreement.

C. Transfers

When an opening becomes available and Employer plans to transfer an employee from one covered facility to another in order to fill that vacancy, Employer shall first seek volunteers for the transfer and shall post the position to permit qualified volunteers to apply for at least two (2) working days. In the event there are no qualified volunteers and Employer decides to involuntarily transfer an employee, then, in addition to any business-related reasons by which it shall make its decision, the Employer also shall take into consideration the following mitigating factors in deciding which employee to transfer: length of additional commute for the employee, and hardships such as medical or childcare needs, or the employee's need to care for a spouse, domestic partner, or elderly parent. Employees shall be given at least ten (10) calendar days' notice of a permanent involuntary transfer for any transfer to a facility more than 25 miles from their current location and five (5) calendar days' notice for a permanent involuntary transfer to a facility less than 25 miles from their current location. While the Employer is working to fill the opening, the Employer may temporarily transfer an employee into that opening. The Employer must provide two business days' advance notice to any employee who is being temporarily transferred per the preceding sentence.

Article 15 Workloads

The Union recognizes that employee caseload is set by Maximus, and that Maximus and the County of Los Angeles have wide latitude to adjust this caseload. Employer acknowledges that the caseloads require effort to manage efficiently, particularly for new employees.

Employer will endeavor to provide advance notice of any anticipated material changes in caseloads for unit members. Upon receipt of a request from the Union, Employer will meet and discuss such changes with the Union.

Employees shall not be expected to work through their rest periods or unpaid meal breaks.

If an employee is having difficulty with their workload, Employer will take steps to assist the employee in becoming more efficient. This is not intended to be a disciplinary step, but the employee will be expected to implement the measures suggested by Employer to improve their efficiency.

Article 16 Personnel Files

1. There is only one official personnel file for each employee. Any employee, or their certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

2. All written statements regarding his or her work performance or conduct placed in an employee's personnel file will be removed upon the request of an employee after eighteen (18) months, although performance reviews, apart from the above-mentioned statements, shall be retained as determined by the Employer.

Article 17 Charitable Contributions

All charitable contributions by employees shall be on a voluntary basis.

Article 18 Employer Required Medical Examination

When an employee is required by Employer to take any kind of medical examination including drug testing as a condition of initial employment, or as a condition of accepting a job in a different classification, or as required by law, the expense shall be borne by Employer. Employer shall have the right to select the examiner.

Article 19 Membership in Professional Organizations

No employee shall be required to join any organization except those job-related professional organizations paid for by Employer.

Article 20 Dress Code

All employees are required to come to work dressed in a suitable, businesslike manner appropriate to their position and work site. Employees shall be allowed to wear appropriate footwear for warmth.

Article 21 Payment to Beneficiary

In the event of the death of an employee, the Employer shall pay accumulated wages, vacation pay and any other employee benefits theretofore accrued to the beneficiary or to the estate of the deceased.

Article 22 Licensing and Staff Development

Where the Employer requires a license or certificate for continued employment after an employee has been hired, the Employer will pay the minimum cost required to renew or maintain the license or certificate, including the minimum cost of any courses needed to renew or maintain such license or certificate, and will grant time off with pay to attend such courses at Employer discretion. This Section shall not apply to standard Class C driver's licenses. If the Employer requires an employee to be licensed or certificated, such costs shall be borne by the Employer.

Article 23 Parking

Where parking is not provided by the Employer, the Employer shall reimburse the employee for the cost of parking.

Article 24 Nondiscrimination in Employment

A. General Provisions.

Employer will not discriminate against employees in the Unit on the basis of race, color, religion, marital status, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, physical or mental disability, legally protected medical condition, genetic characteristic or information, pregnancy or pregnancy-related disability, HIV status, status as a Vietnam-era veteran or special disabled veteran, political affiliation, age, citizenship or Union activity, or any other status or condition protected by applicable law or regulation.

B. Grievability/Arbitrability

Other than in the case of a grievance alleging discrimination based on Union activity, if the Union appeals to arbitration a grievance that contains allegations of a violation of this Article (including harassment) but that does not allege violation of another Article that is arbitrable, the Union's notice must include an acknowledgement and waiver form signed by the affected employee. The acknowledgement and waiver form shall reflect that the employee had the opportunity to consult with an attorney of their choosing and has elected to pursue arbitration as the exclusive forum for the claim and that the employee understands the procedural and substantive differences between arbitration and the other forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums.

The time to seek arbitration under Article 27 shall be extended by forty-five (45) calendar days to allow the employee to make an informed choice. During this forty-five day period, the Union may request, and, if so requested, Employer will provide, information that is relevant to determine the strengths and weaknesses of the employee's discrimination claim. The Union will agree to maintain the confidentiality of such information, to the extent it contains personnel information that may be protected by privacy or other similar rights of employees. This forty-five-day period may be extended for up to an additional fifteen (15) days by agreement of the parties.

Nothing in this Article shall preclude the Union or employee from filing an unfair labor practice charge under the National Labor Relations Act.

Article 25 Employee Evaluations

1. Performance evaluation is a constructive process to acknowledge the performance of an employee. It is recognized that evaluation is a continuing process and takes place both formally and informally.

2. The performance of each employee shall be evaluated periodically, in accordance with a process established by the Employer. Nothing in this Article shall prohibit the written evaluation of any employee more than once a year.

3. Employees shall be evaluated in writing within forty-five (45) calendar days after the end of each employment year or program year when applicable.

(a) At the time of the evaluation, the employee shall be given a copy of the evaluation.

(b) At the time of the evaluation, the employee shall have the opportunity to provide written comments regarding the evaluation. The comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.

(c) The signature of the employee shall be affixed beneath the following: "My signature indicates that the above information was presented to and explained to me."

4. Grievability

(a) If demotion or dismissal results from the evaluation, the demoted or dismissed employee may file a grievance pursuant to the grievance procedures outlined in Article 27.

(b) Disputes arising regarding the performance evaluation of employees, including but not limited to the form, substance, timing, procedure, impact and effects, shall not be subject to Article 27 (Grievance and Arbitration Procedures), with the exception of 4.a, above.

5. When a supervisor or employee is on medical leave and the employee's evaluation is due during that time, the evaluation due date may be extended up to 30 calendar days from the date the supervisor or employee returns from leave.

Article 26 Discipline and Dismissal

1. Discipline means warning notices, demotion, disciplinary transfer, suspension or dismissal. No action short of discipline is grievable or arbitrable. Warning notices are not arbitrable. No employee may be disciplined after the completion of their probationary period except for cause.

2. The Employer believes in the principle of progressive discipline. However, the Employer shall have discretion to decide when it is warranted to proceed directly to discipline instead of administering an oral or written warning or a non-disciplinary measure.

3. When Employer determines that it is in Employer's best interest that an employee be removed from their position immediately, Employer may suspend the employee without pay for up to a thirty (30) calendar day period, while conducting an investigation. If Employer determines that the employee did not engage in the misconduct giving rise to the employee's removal or that the misconduct did not rise to the level necessitating removal, then Employer will pay the employee for wages unpaid during the investigation. If the employee's position is no longer vacant, then the employee shall be returned to work in a suitable vacant position.

Article 27 Grievance and Arbitration Procedures

A. General Provisions.

1. A Grievance is a claim by an individual employee, a group of employees, the Union or the Employer that a violation, misapplication, or misinterpretation of this Agreement has occurred during the term of this Agreement. Related grievances may be consolidated upon the consent of Union and Employer.

2. In the case of a grievance involving the imposition of discipline, neither the employee nor the Union may file a grievance regarding any document placed in the employee's personnel file unless such document is used to support: demotion, disciplinary transfer, suspension or dismissal.

3. An employee may choose to be represented by the Union at any step of the grievance procedure, and at any meeting or interview with the Employer at which the employee has reasonable cause to believe disciplinary action may result; however, the Employer shall not be required to reschedule any meeting or to grant any extension of time to permit participation by the representative of the employee's choice, so long as a representative is available. If the employee chooses not to be represented by the Union in

the processing of a grievance, a representative of the Union shall have the right to be present as an observer at any formal meeting with said employee.

4. It is the parties' intention that serious, good faith attempts shall be made to resolve all disputes arising in connection with this Agreement on an informal basis. Therefore, the parties expect and encourage that before a written grievance is filed there shall be direct discussions between the employee and their supervisor. Informal discussions should include all individuals thought by either party as necessary or useful to the resolution of the problem.

B. Formal Grievance Procedure

Step I

1. All grievances must be filed in writing with the other party within ten (10) working days of the time the grievant(s) knew or reasonably should have known of the occurrence which gave rise to the dispute, or the grievance shall be null and void. The written grievance shall state the specific provision(s) of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the specific dates thereof, and the facts underlying the grievance, or the grievance shall be null and void. The Employer may elect, at its sole discretion, to return to the grievant a grievance that does not comply with the requirements of the immediately preceding sentence, and may allow the grievant(s) to correct the formal defects in the grievance. No such election by the Employer in any one instance shall constitute a waiver of the provisions of this paragraph, or of the right to enforce the formal requirements for grievances in any instance. No decision by the Employer not to provide a grievant with the opportunity to cure any formal defect in a grievance shall be grievable or arbitrable.

2. If the time limits for a grievance response are exceeded by the Employer, the grievance shall be considered denied on the last day the response could have been timely made. No extension of a deadline in this Article shall be enforceable against either party unless it is agreed to in writing (including email) by such party.

3. The Employer's designated representative shall serve as the recipient for all formal grievances filed by employees or by the Union. The Union and the employees shall be provided the name of each Employer's designated management representative within five (5) working days of ratification of this Agreement and thereafter whenever changes are made.

4. Within ten (10) working days of receipt of the grievance, the person(s) designated by the VP of Human Resources and/or the Department Manager shall meet with the grievant and/or the union steward or AFSCME representative to discuss the grievance. If the grievance is not settled at that time, the VP of Human Resources and/or Department Manager shall provide a response to the grievance in writing within five (5) working days.

Step II

If the employee or union is not satisfied with the response in Step 1 and wishes to pursue the grievance further it may appeal the decision in writing to the Chief Administrative Officer (CAO) within 5 working days from receipt of the Step 1 response. Within 10 working days the union through its designated representative shall meet with the CAO. The Employer shall respond within five (5) working days.

Step III (Arbitration)

1. In the event of a grievance filed by employees or the Union, Union may, in writing, request arbitration within fifteen (15) working days of receipt of the decision rendered by the Employer's designee at Step II. In the event of a grievance filed by any employee or group of employees, only the Union may request arbitration. The Employer and the Union shall be the only parties to an arbitration. The Employer may commence any grievance at Step III and, in such event, shall provide the Union with copies of documents relevant and necessary to investigate the merits of the grievance.

2. Within ten (10) working days of the request to proceed to arbitration, the Union and the Employer's designated representatives will meet for purposes of selecting an arbitrator.

3. If the respective parties cannot mutually agree upon the selection of an arbitrator they will request a list of five arbitrators from the American Arbitration Association. Upon receipt of the list of five arbitrators the parties shall alternately each strike a name from the list until one (1) name remains. Said individual shall be selected as the impartial arbitrator. The party requesting arbitration shall strike first.

4. Seven (7) working days prior to a scheduled arbitration proceeding, the Parties may meet to discuss a proposed issue statement for the arbitration but shall share documents and witness lists relevant to the case. Documents not shared at that time or witnesses not noticed (other than for impeachment purposes and other than for rebuttal documents or witnesses) will be barred from the subsequent proceeding, except upon a showing that the document or testimony in question has been newly discovered or other good cause shown.

5. A demand for arbitration shall include a factual summary of the dispute, the provision(s) of this Agreement allegedly violated, and the remedy sought for resolving the dispute. If, at arbitration, the Union materially varies from its demand for arbitration, then, upon the request of the Employer, the Arbitrator shall favor granting the Employer a continuance.

6. Failure of the Union to timely process any grievance or arbitration hereunder shall result in: a) the Employer not considering the grievance and deeming it denied, and b) the parties not proceeding with further processing thereof.

7. The arbitrator's decision shall be final and binding on the parties, and any affected employees whose job classification is covered by this Agreement. Said

decision shall be issued in writing not more than thirty (30) calendar days after the close of the arbitration or the filing of briefs, if any, whichever is later.

8. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement.

9. The fees of the arbitrator shall be borne equally by the parties.

C. Additional Claims Subject To Arbitration

1. Separate from the above-described grievance process that the Parties have designed to address alleged violations of this Agreement, and in recognition that the Parties are engaged in interstate commerce, the Parties also agree in this Section to this additional problem-resolution process pursuant to the Federal Arbitration Act.

2. **Covered Claims.** All claims by the Employer, by any employee, and by the Union involving any covered employee, whether based on tort, contract, statute, regulation, common law, equity, or otherwise, including but not limited to claims for breach of contract, wrongful termination, public policy, emotional distress, fraud, or any other common law claims; all claims for unpaid wages, compensation, or other wage and hour violations; and all claims under the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, the California Constitution, the California Government Code (except for claims under the Fair Employment and Housing Act), the California Labor Code and any applicable Wage Order (including, but not limited to, any claim for civil penalties under PAGA), the California Civil Code, the California Business & Professions Code, or any other federal, state or local law, regulation or ordinance (collectively, the "Covered Claims") shall be subject to the instant grievance and arbitration procedures, beginning at Step II, except as expressly modified by this Section.

3. **Excluded Claims.** The following claims shall be excluded ("Excluded Claims") from this provision and shall, therefore, not be subject to arbitration under this Section: (i) any claim or charge brought before the National Labor Relations Board ("NLRB"), except that charges filed with the National Labor Relations Board can be deferred to the parties' grievance and arbitration process (e.g., Collyer, Spielberg and Dubo deferral) without regard to any NLRB-imposed time constraints, which are hereby waived by the parties; (ii) any claim brought under the California Workers' Compensation Act or other applicable state workers' compensation statute; (iii) any claim for benefits with the California Employment Development Department or other applicable state or federal agency for unemployment insurance or state disability insurance benefits; (iv) any claim within the jurisdiction (and jurisdictional limit) of California's Small Claims Court; (v) claims pertaining to any of Employer's ERISA-covered employee welfare, insurance, benefit, and pension plans that provide their own claims and appeals procedure for challenging any denial of benefits; (vi) all statutory claims for discrimination, harassment or retaliation under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 et seq.), the Americans with Disabilities Act, the Family and Medical Leave Act, and the California Fair Employment and Housing Act; and

(vii) claims that applicable laws expressly do not permit to be resolved by final and binding arbitration.

4. <u>Individual Claims Only.</u> All claims subject to arbitration under this Agreement must be brought solely in the Party's individual capacity to resolve that Party's individual claims only, and not as a plaintiff, claimant, representative, class representative, or class member in any purported class, collective, representative or multi-party action or proceeding (collectively "Class/Representative Action").

5. <u>Arbitrator's Powers.</u> The arbitrator shall not have any power or authority to entertain, hear or arbitrate any claims on a class, collective or representative basis, or to decide or rule on any Class/Representative Action issues, and may not otherwise preside over any form of a class, collective or representative proceeding or make an award to any person who is not a Party to this Agreement, notwithstanding any other provision of this Agreement or any applicable rules of the selected arbitration tribunal to the contrary. Further, in this proceeding the arbitrator may not consolidate, combine or aggregate similar individual claims involving other parties without the express written consent of the Parties to this Agreement.

6. <u>Procedures for Excluded Claims.</u> Any and all Excluded Claims brought in any federal or state court shall be severed from all Covered Claims, and the Excluded Claims shall be stayed pending resolution of the Covered Claims through arbitration, settlement or otherwise. Union, employee, and Employer further agree, through counsel or otherwise, to file a stipulation with the federal or state court where any Excluded Claim has been filed to stay the Excluded Claim until the arbitration between the parties on the underlying Covered Claim(s) is resolved whether by Arbitrator's decision, settlement or otherwise. This procedure is an efficient use of resources (judicial and private) and necessary for a timely and efficient resolution of disputes under the Federal Arbitration Act.

7. <u>PAGA Representative Claims.</u> Notwithstanding Paragraph 4 above, nothing in this Agreement prevents a Party from bringing any PAGA representative action (i.e., the portion of the PAGA claim seeking civil penalties with respect to alleged aggrieved employees other than the individual plaintiff) ("Representative PAGA Claim"). A Representative PAGA Claim is not considered a Class/Representative Action for purposes of this Agreement.

8. <u>Procedures for Representative PAGA Claims.</u> Any Representative PAGA Claim brought in any federal or state court shall be severed from all Covered Claims and the Representative PAGA Claim shall be stayed pending resolution of the Covered Claims, which Covered Claims shall include the individual, non-representative PAGA claim, through arbitration, settlement or otherwise. Union, employee, and Employer agree, through counsel or otherwise, to file a stipulation with the federal or state court where any Representative PAGA Claim has been filed to stay the Representative PAGA Claim until the arbitration on the underlying Covered Claim(s) is resolved whether by Arbitrator's decision, settlement or otherwise. The parties agree that this procedure is an efficient use

of resources (judicial and private) and necessary for a timely and efficient resolution of disputes under the Federal Arbitration Act.

9. **Exclusive Remedy.** The Parties agree that the express incorporation of certain statutes in the collective bargaining agreement requires the Employer, the Union and all covered employees to individually arbitrate, rather than litigate in court, all claims arising under these statutes. The arbitrators hearing such statutory claims shall apply the applicable statutory law and shall have full authority to remedy any violations in the manner provided for by the statute at issue, including, but not limited to, an award of attorneys' fees and costs. Covered employees remain entitled to file charges with federal, state or local administrative agencies even with respect to claims that are subject to arbitration, but hereby waive any and all remedies that might be sought or awarded by such agency. The grievance and arbitration process of this Section shall be the parties' sole, exclusive, final and binding remedy for any alleged claim covered herein.

10. **Union-Arbitrated Claims.** Where the Union takes an employee's claim to arbitration under this arbitration procedure, that remedy shall constitute the Employer's, Union's and employee(s)' sole, exclusive, final and binding remedy for the arbitrated claim. The award of the arbitrator shall be final and binding on the Employer, Union and employee(s).

11. **Employee-Arbitrated Claims.** Claims that the Union does not take to arbitration, either because the employee has not requested that the Union do so or because the Union has declined a request to do so, may be pursued by the employee acting on their own, and the award of the arbitrator shall be final and binding on the Employer and the employee. With regard to an employee's statutory claim(s), the employee will be allowed to have individual representation of their own choosing in the arbitration with the employee bearing the cost of such individual representation. As to these employee-arbitrated claims that are not pursued by the Union, the Union waives its right to bring such claims in any forum at any time, and the Arbitrator's Opinion & Award shall not be binding on the Union.

12. **Arbitration Process.** All claims subject to this Section must be submitted to and determined exclusively by final and binding arbitration under the Federal Arbitration Act, conducted in conformity with the then-current JAMS Employment Arbitration Rules and Procedures, except as otherwise expressly provided for in this Agreement, or to the extent otherwise mutually agreed to by the Parties. A copy of the current version of the JAMS rules may be obtained at www.jamsadr.com. Submission of a claim for arbitration must be in writing and must identify and describe the nature of all claims asserted, the basic facts upon which such claims are based and the relief or remedy sought. The arbitration shall be conducted before a single Arbitrator, provided, however, that notwithstanding the JAMS Employment Arbitration Rules and Procedures, the Parties shall confer to select a mutually agreeable arbitrator and shall only use JAMS Employment Arbitration Rules and Procedures to select an arbitrator if the Parties are unable to agree upon an arbitrator within 30 days following submission of the claim to arbitration, in which case the arbitrator must be a retired state or federal judge. The Employer shall pay

the unique costs of the arbitration process, except that each party shall equally share in paying the unique costs of any appeal (as described in subsection 13, below).

13. **Claims and Statute of Limitations.** Notwithstanding any time limits contained in this Article, any claim covered by this Section must be served in writing prior to the expiration of the applicable statutes of limitations. Failure to timely serve the claim shall result is the claim being considered untimely and, therefore, barred.

14. **Arbitrability.** Any dispute or challenge as to the arbitrability of any claim, or as to the validity, legality, or unconscionability of this Section, whether under federal or state law, shall be decided by the Arbitrator.

15. **Appeals.** Appeal from an arbitrator's final judgment as to any claim governed by this Section shall be taken exclusively to a three-arbitrator panel. Each party shall select one of the initial two appellate arbitrators, with the third appellate arbitrator selector by the initial two arbitrators. The three-arbitrator appellate panel shall sit as if a federal Court of Appeals and shall be invested only with the authority to determine if an error of law has been made.

Article 28 Security, Health and Safety at Work Sites

The Union recognizes that Employer is not in control of the facilities where employees work and therefore cannot guarantee that all appropriate safety measures are taken. However, Employer recognizes the importance of employee safety – both their physical safety and the security of their personal belongings.

The parties agree to meet and discuss, upon request, worksite security issues that arise during the term of this Agreement. Employer will review and immediately address urgent security concerns raised by employees.

Employer shall appoint a management official to receive reports of bargaining unit employee safety concerns. Safety issues shall be a regular agenda item at all Joint Labor Management Committee meetings.

If a recipient becomes violent or threatening towards an employee, the recipient will be seen by a supervisor on future visits, and the employees in the bargaining unit will not be assigned to meet with such recipient. Employees will not see GAIN recipients after 5:00 p.m.

Article 29 Probation

All newly-hired employees, all employees who transfer or promote to a higher-level position, and all employees demoted into a position they have not previously held shall serve a six (6) month probationary period. During an employee's probationary period, the employee may be dismissed at any time within the probationary period, without cause, although when a probationary employee has a reasonable belief that an employee-

employer conference or meeting may result in a termination of the employee's employment, the employee may request to be accompanied by a Union representative. Probationary employees shall not have access to the grievance or arbitration procedure set forth in Article 27. In the event an employee who is promoted to a higher level position does not pass their probation, the employee will have the right to return to their previous position, if vacant.

Employees shall be notified in writing of completion of their probationary period. When a probationary employee is on approved medical leave and their probation end-date occurs during the approved leave, the length of probation may be extended for up to the length of the approved leave. Otherwise, the period of probation may be extended by the Employer, for a period up to thirty (30) calendar days.

New hires shall not acquire seniority during their probationary period of employment, but once a new employee successfully completes their probationary period, the employee's seniority shall commence at their date of hire.

Notwithstanding anything to the contrary in this Article, in the event an employee is demoted pursuant to an arbitrator's decision reducing discipline imposed by Employer, the arbitrator will retain jurisdiction, and if the employee is released from probation the Union may request review by the arbitrator. Such review will be treated as a Step 3 proceeding under Article 27 Grievance and Arbitration Procedures.

Article 30 New Employee Training

New employees will be provided training with MAXIMUS and will also receive hands-on-training from their supervisors. New hires will be provided with a partial case load, with the full case load to be phased in within the probationary period. New employees shall receive feedback from their supervisor on their progress. New employees also will have the opportunity to shadow more experienced employees who have completed their probationary period.

Article 31 Temporary Employees

Temporary employees may be hired as needed, with prior notification to the Union, to substitute for regular employees on vacation, sick leave, or leave of absence, provided that any qualified regular employee on layoff shall be offered the temporary work first. A temporary employee may work for no more than six (6) continuous months, except where the temporary employee is employed to staff an experimental program or a special program, or to fill in for a unit member who is on a leave of absence, in which event, the temporary employee may serve for the length of the program or the leave of absence, if it exceeds six (6) continuous months.

In order to create a disincentive to the use of temporary employees as an alternative to creating bargaining unit positions, a temporary employee hired in accordance with this

Article 31, will be paid a wage that is no less than the new hire pay outlined in Article 40 their-job classification.

Temporary employees will not be entitled to any benefits such as paid health insurance (except to the extent required by the Affordable Care Act or other applicable law), sick leave (other than as required by applicable law) or vacation pay, nor shall they accrue seniority. Temporary employees may not file grievances or pursue arbitration, nor may the Union do so on their behalf. Nothing in the immediately preceding sentence will prevent the Union from filing a grievance or pursuing arbitration over an alleged violation of this Article 31. A temporary employee who is hired into a full-time bargaining unit position and who successfully completes their probationary period shall have their seniority date be their first date of service as a temporary employee. The preceding sentence shall apply only to temporary employees hired on or after the effective date of this Agreement.

Article 32 Outside Employment

An employee shall not engage in any outside employment or other activity which competes, directly or indirectly, with Employer, or which creates an actual or perceived conflict of interest with the performance of the employee's duties for Employer. Employees shall not solicit from among Employer, suppliers, clients, or recipients, for their own personal businesses or businesses of their family or friends. In addition, employees shall not solicit from among Employer employees in the workplace for their own personal businesses or businesses of their family or friends. Employees will notify Employer of any outside employment, including self-employment.

Article 33 Hours and Overtime

A. Regular Work Week; Rest Periods

The basic work day is eight (8.00) hours per day with an additional one hour for lunch, and the workweek shall be forty (40) hours.

All full-time employees shall be allowed two (2) fifteen-minute paid rest periods each day to be scheduled by Employer approximately in the middle of the morning and afternoon work periods, or other mid-points of the work period as appropriate.

Employees will be relieved of all duties during their rest periods and meal periods.

B. Flex Schedules

Employees may request specific work schedules to accommodate their caretaking responsibilities. Such requests will be considered in good faith, and legitimate business reasons will be provided whenever such a request is denied. Violations of this provision are subject to grievance, but not arbitration.

C. Overtime.

1. Employer has the right to require that employees work overtime. In all other instances, overtime may only be worked with the prior approval of management.

2. All approved time worked beyond both eight (8) hours per day and forty (40) hours per week shall be considered overtime.

D. Mileage.

When an employee is required to use their own personal vehicle for purposes as directed by Employer, Employer shall reimburse the employee for mileage at the standard mileage rate allowed by the Internal Revenue Service. No reimbursement shall be made for commuting between the employee's residence and their regular work location. Documents and requests for payment will be in accordance with Employer's expense reimbursement guidelines. Employees using their own vehicles in connection with their work must have adequate liability insurance as required by Sections 16430 et seq. of the California Vehicle Code, as it may be amended, and/or any successor law, and upon request furnish proof of compliance to Employer.

E. Keeping Accurate Time Sheets.

Employees must indicate any period of time out of the office on their timesheets. This includes sick leave, doctor/dentist appointments, vacation, seminars, conferences, telecommuting, etc. All employees must accurately record their hours worked and meal periods in accordance with the Employer's timekeeping policies. Any employee who fails to accurately report their time pursuant to this Article will be subject to discipline.

Article 34 Insurance

A. Hospital and Medical Insurance

1. All employees who desire hospital and medical insurance shall be covered by the Employer under an Employer plan upon the first day of the month following the completion of thirty (30) days of employment.

2. Effective January 1, 2025, JVS SoCal shall provide the Kaiser + Nonstop plan and shall pay for 100% of an employee's individual, monthly insurance premium. The employee shall be responsible for the premium differential for dependent and family coverage. In the event that the cost of health insurance increases, then JVS SoCal shall pay all of the insurance-premium increase (i.e., maintenance of benefits) for the employee's individual coverage through December 31, 2026.

3. In conjunction with and pursuant to the Kaiser + Nonstop plan, JVS SoCal shall provide a health-care reimbursement account for up to $5,000/year in medical

reimbursements for the employee and up to $10,000/year in medical reimbursements for the family.

4. Employer retains the right to change the plan description so as to minimize any increase in insurance premiums to both the employee and employer so long as it "meets and consults" with the union prior to any significant alteration in plan description.

5. Nothing herein shall preclude the parties from meeting and negotiating at the request of either party regarding changes to the dental and/or medical plan features including such issues as the provider/insurer, increases in deductibles or changes in co-payments in order to reduce future premium increases in advance of each plan year.

6. If an employee separates from service, the Employer shall not be required to make any additional payments for medical insurance beyond the month the separation is effective. The cost of coverage for members of the employee's family including domestic partner will be assumed entirely by the employee.

B. Dental Insurance

Employer will continue to fully pay for each eligible employee the current monthly cost and any increase during the term of this Agreement for a DHMO Dental Plan and pay, at the employee's option, the same monthly amount for coverage in a Dental PPO Plan. The cost of coverage for members of the employee's family including domestic partner will be assumed entirely by the employee.

C. Short and Long Term Disability Insurance

All employees will be covered under a disability insurance plan, and the full cost of the plan will be paid by the Employer. The Employer will pay such cost for the employee up to the amount of salary covered under the plan.

D. Life Insurance

All employees will be covered for two and one-half times their annual salary under a Life Insurance policy. The Employer will pay such cost for the employee up to the amount of salary covered under the Employer plan.

E. Vision Insurance

All eligible employees will be offered a vision insurance plan, the cost for which shall be borne by the employee.

Article 35 Holidays

A. Recognized Holidays

Holidays for employees shall be as follows, and employees shall be given the day off without deduction in pay on the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth (June 19th)
- July 4th
- Labor Day
- Columbus Day a/k/a Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- December 25th

Employees shall be entitled to additional days for observance of religious holidays. However, the time off will be unpaid unless the employee opts to use vacation time or personal time for these days off.

B. General Provisions

Except as otherwise provided in this Article, when the foregoing holidays are worked, the employee will be paid straight time plus time and one-half. If any of the above-specified legal holidays fall on Saturday, a compensating day off with pay will be selected by management. If the holidays fall on Sunday, the following Monday shall be considered as a holiday if thus publicly observed, in which case the above holiday provisions shall prevail. In order to be eligible for holiday pay, the employee must work or be excused from work on the employee's last scheduled workday before and first scheduled workday after the holiday. Employees shall not be eligible for holiday pay for holidays which occur during an unpaid leave of absence.

C. Floating Holidays

The Employer will provide employees with two (2) floating holidays. These floating holidays must be used by year's end or else they will be forfeited. Employees must request use of their floating holiday(s) at least 25 days in advance, and the Employer shall respond to an employee's request at least 14 days preceding the date requested.

Article 36 Vacations

A. Vacation Period

The vacation period shall be throughout the calendar year. Based upon the needs of the program or department, the Employer may deny all vacation requests during given periods, provided notice is given to the affected employees and the Union at least six (6) months in advance, and any such non-vacation period does not exceed three (3) months. In emergency situations, the six (6) month notice period and the three (3) month limitation may be waived, with notification to the Union.

Each employee shall be given an annual statement of their accrued vacation time by no later than April 30th of each year. The scheduling of vacations shall be approved by the Employer in accordance with the following procedures: (1) Consideration will be given to employees' preference, and in cases of conflicts consideration will be given to senior employees, provided however, once a vacation is scheduled by a less senior employee, the vacation period may not be bumped by a more senior employee and the employer need not allow both employees out on vacation at the same time; (2) If by action of the Employer, an employee cannot take their vacation during the vacation period and the Employer does not offer a reasonable alternative, the employee shall be entitled to vacation pay in lieu of a paid vacation.

B. Vacation Accrual

Employees shall accrue vacation on the following schedule:

Years 1 = 7 days
Years 2 – 4 = 12 days
Years 5 – 19 = 18 days
Years 20 – 24 = 20 days
Years 25+ = 22 days

A new employee will be eligible for vacation after three (3) months of service on a pro-rated basis; however, the Employer has the right to give vacations within the first three (3) months at its discretion.

Accumulated vacation will be paid out at the conclusion of employment unless another arrangement has been agreed to by the Union, the Employee and the Employer.

C. Holiday During Vacation

If a paid holiday(s) occurs during an employee's vacation, the employee shall be entitled to an extra day of vacation for each such holiday.

D. General Vacation Provisions

1. Notice of Vacation. Employees shall request vacations in writing and vacations shall be approved or denied by the Employer in writing. Vacation requests shall be made at least thirty-five (35) calendar days in advance of the requested vacation date(s). Employees shall be given notice of approval or denial within fourteen (14) calendar days of the original request date or at least three (3) months prior to the requested vacation, whichever is later. Employer may establish an annual date by which vacation requests must be made. Scheduled vacations shall not be canceled or rescheduled by the Employer except in cases of emergencies or by mutual agreement. Any requirements under this section may be modified by mutual consent. Approval shall not be unreasonably denied, but any such decision shall be subject to grievance, but shall not be subject to arbitration. In the event the employer cancels an approved vacation due to an emergency and the employee incurs cancellation fees or the employee can neither obtain a refund nor apply amounts spent on existing reservations towards other travel at another time and/or to another location, then Employer will reimburse the employee for such cancellation fees and non-transferable and non-refundable travel expenses.

2. Maximum Vacation Accrual. The maximum vacation accrual shall be one-and-one-half (1.5) times the employee's vacation accrual. (For example, an employee who accrues 10-days per year will have an accrual cap of 15 days.) Once the employee reaches their maximum accrual, they shall not accrue additional vacation until the vacation balance is reduced.

3. Vacation Accrual Notifications. Each employee shall be given a monthly statement on their paycheck of accrued vacation time.

Article 37 Sick Leave

A. All Employees

1. All eligible employees will earn one (1) day per month of paid sick leave starting in the first month of the first year of employment, at the rate of one-half day earned per payroll period, with the maximum accrual of 240 hours. An employee is eligible to begin using accrued sick leave on the ninetieth (90th) day of employment. The Employer shall retain the discretion to grant sick leave, if at all, before the ninetieth (90th) day of employment.

2. Sick leave time shall be charged to the employee for the number of hours of sick leave actually paid to the employee.

3. An employee may use sick leave for their own illness or for the illness of family members as allowed under applicable law.

4. Each employee shall be given a monthly statement on their paycheck of accrued sick leave.

B. Procedures

1. Disability Claims and Paid Family Leave Claims Under California Law. Employees shall be required to make claims for disability benefits under the California Unemployment Insurance Code and paid Family Leave claims whenever applicable. If the employee has accumulated sick leave, they shall receive said pay from the Employer at full salary less State Disability and/or paid Family Leave under California law payments actually received by the employee.

2. Intent to Return from Sick Leave. An employee on sick leave shall advise the Employer not later than one (1) day before the expiration of such leave of their intent to return to employment, unless they have obtained a written consent of the Employer for a leave of absence beyond expiration of said leave. Failure to return to employment or failure to negotiate a leave of absence in accordance with this Agreement shall be construed as a resignation to take effect at the end of the sick leave. In such event, the provisions of Article 42 on severance pay shall not apply.

3. Abuse of Sick Leave. The Employer may require a doctor's note from any employee it believes is abusing sick leave.

4. Medical Appointments. Sick leave may be used for doctor's or dentist's appointments that cannot be reasonably arranged for after working hours, provided that prior approval for the specific time is received from the employee's supervisor. Such requests will not be unreasonably denied.

5. Illness During Vacation. Illness during vacation shall be counted as sick leave upon submission of proof of illness.

6. Family Illness (Family Medical Leave Act of 1993 and California Family Rights Act)

(a) The Employer recognizes its duties and obligations under the FMLA and CFRA and it is agreed by and between the parties that to the extent any employee seeks to take a leave under either or both statutes and the employee has in excess of fourteen (14) days accumulated sick leave or vacation leave, the parties agree the first seven (7) days of the FMLA and/or CFRA Leave shall be debited to the accumulated leaves as herein set forth. Such leaves of absence may include but not be limited to serious health conditions of employees' parents, children, domestic partner or spouse.

(b) It is understood that when such a leave is applied for proof of illness and/or relationship may be required by the Employer.

(c) With respect to the notice provision, each employee who chooses to take an FMLA leave if the reason for the leave is foreseeable, at least thirty (30) days advance notice should be given to the Employer. In any event, notice of FMLA leaves must be given as soon as practical.

(d) All other provisions of the Federal Family and Medical Leave Act of 1993 shall apply. This section does not provide employees with any greater rights or benefits than required by the Act and this section shall be interpreted consistently with the definitions contained in the Act. The Employer reserves all rights granted by the Act even if not specifically set forth above. The Employer shall comply with FMLA and CFRA.

C. Sick Pay Bonus

Employees may be eligible for a Sick Pay Bonus. Employees are considered eligible upon completion of the full calendar year of employment beginning January 1 and ending December 31 and each following calendar year thereafter. New employees hired before July of each year are considered eligible for the year of hire on a pro-rated basis, calculated in whole months. Sick Pay Bonuses are determined by the amount of sick leave used per calendar year and will be calculated in the January following the end of each calendar year. Bonuses are determined as follows:

- 16 hours or less - $300.00
- 16.25 – 24 hours - $250.00
- 24.25 – 32 hours - $200.00

D. COVID Sick Pay and Testing

1. JVS will comply with the California COVID Supplemental Pay Law for as long as such legal obligation remains in effect; and

2. JVS will provide COVID rapid tests as required by Los Angeles County for so long as such legal obligation remains in effect.

Article 38 Leaves of Absence

A. General Leaves of Absence

Leaves of absence shall be in accordance with the Employer Handbook**.**

B. Bereavement Leave

Bereavement leave for one's immediate family member shall not exceed four (4) days with pay and one (1) additional day without pay.

C. Catastrophic Illness Leave Bank

1. Use Of Catastrophic Leave Bank

Employees may receive paid leave up to a maximum of three (3) months by using hours accrued in the leave bank for the employee's catastrophic illness defined in Paragraph 3 below. Employees may also receive up to a maximum of one (1) month's paid

leave under this section for the catastrophic illness of an immediate family member as defined in Paragraph 3 below. To be eligible for paid catastrophic illness leave from the bank, the employee must have exhausted all accrued sick leave, compensatory time, and vacation time. Use of this benefit is subject to hours available in the leave bank. All requests under this section must be in writing and submitted to the President and CEO for approval and are subject to their discretion. Evidence of medical condition must accompany the request. If FMLA/CFRA leave is applicable, catastrophic leave will be concurrent with FMLA/CFRA leave. Catastrophic leave shall not be used to extend an FMLA/CFRA leave beyond the terms listed in this Paragraph.

2. Donation/Contribution

Each February, or at whatever date the Employer provides employees their annual balances as of December 31 of the prior year, an employee may donate up to 75 hours of used compensatory, vacation or sick leave time. The maximum accrual of combined hours in the bank shall not exceed 2,500 hours. If an employee experiences an emergency and the bank is depleted, the President and CEO will issue a solicitation of employees for contribution to the bank.

3. Catastrophic Illness Defined

For purposes of Paragraph 1 above, the term "catastrophic illness" means an illness that is incapacitating and/or life threatening and with a significant financial hardship

4. Immediate Family Defined

For purposes of Paragraph 1 above, the term immediate family means spouse, registered domestic partner, parent, child, grandparent, or a family member residing with the employee whose illness results in a dependency need for care from the employee. Determination of whether an individual meets the definition of immediate family is within the sole discretion of the President and CEO.

Article 39 Retirement Benefits

Employees shall be eligible to participate in the Employer 401(k) plan. The Employer shall match the Employee's contribution up to 3% of salary.

Article 40 Wages

A. Wage Rates

Upon the first, full payroll period following the ratification of this Agreement, minimum wage rates shall be as follows:

Job Title	Current Min. Wage Rate	Eff. Ratification/Approval – Dec. 31, 2025	Jan. 1, 2026 – Dec. 31, 2026

Unit Assistants ("UA")	$20.00	$21.00 (+5%)	+4.0%
Gain Service Workers ("GSW")	$20.38	$23.00 (+13%)	+4.0%
GSW Lead	$20.88	$24.00 (+15%)	+4.0%
E2 Lite GSW	$20.88	$24.00 (+15%)	+4.0%
Job Developers ("JD")	$22.32	$24.78 (+11%)	+4.0%

1. All above-defined wage increases will be effective the first day of the pay period following each event.

2. No employee shall receive a reduction in their hourly rate of pay as a result of this Agreement.

3. The Employer shall retain the right, in its sole discretion, to pay any individual employee more than the above-charted minimum wage rates.

B. Acting Pay

When an Employee is assigned to an Acting supervisory position, the Employee shall be paid an additional $1.00 per hour.

C. Unit Lead Pay

When an Employee is assigned to a Unit Lead position, the Employee shall be paid an additional $.50 per hour.

D. Longevity Wage Increases

Job Title	After "x" continuous months in this role, with employee being in good standing, without any issued discipline nor documented performance issues:	Additional Wage Increase(s)	Cumulative Wage-Increase Impact
GSW*	6 months	$0.25	$0.25
GSW*	12 months	$0.25	$0.50
GSW*	24 months	$0.25	$0.75

GSW*	48 months	$0.25	$1.00
GSW*	120 months	$2.00	$3.00
JD	6 months	$0.50	$0.50
JD	12 months	$0.25	$0.75
JD	24 months	$0.25	$1.00

* For purpose of the Longevity Wage Increase, "GSW" includes the "GSW," "GSW Lead," and "E2 Lite GSW" positions.

Article 41 Jury Pay

When an employee is called for jury duty, the employee shall receive full pay for up to ten (10) consecutive working days. Employees may keep jury pay received from the government. Employees must notify Employer as soon as possible, and in any event no later than five (5) working days after receipt of notice, when they are called for jury service. If the employee fails to give Employer prompt notice that they were called for jury service, the employee will not be entitled to jury pay under this provision. If the employee fails to give Employer proof of service of jury duty within three (3) working days after the end of jury service, the time taken will be considered leave without pay.

Article 42 Layoffs

Employer shall determine when layoffs shall occur. If, in the judgment of Employer, a layoff is necessary, staffing levels will be reduced in accordance with this Article.

Employer shall determine, at its sole, non-grievable discretion, which classifications are to be subject to layoff. Layoffs within the classification shall be on the basis of seniority within the Antelope Valley region or the San Fernando Valley region[1] (as applicable) with the least senior employee in the classification within the applicable region being laid off first, provided that the remaining employees within that region have the necessary qualifications and experience to perform Employer's obligations under the Subcontractor Agreement, or any successor agreement.

As work becomes available, at the discretion of the Employer, and qualified employees are to be recalled, those on layoff within the applicable region shall be recalled to work in the classification from which they were laid off on the basis of seniority and qualifications. A qualified, laid-off employee recalled to work shall be paid the same rate as their rate at the time of the layoff or the minimum contract rate, whichever is higher. No new employee shall be hired to perform work within the region that is within the classification of an employee on layoff from within that region, unless and until all qualified employees within

[1] *The San Fernando Valley region currently includes the GAIN offices in Chatsworth, Glendale and Santa Clarita.*

the region with recall rights have first been offered the recall opportunity. Employees shall maintain recall rights for four (4) months.

Due to the constraints imposed by the Subcontractor Agreement, time will be of the essence in completing any lay off. Therefore, employees shall not have any bumping rights. Laid off employees may apply for positions for which they are qualified that may be vacant at other Employer facilities. Employer will consider all such applications in good faith. In the event a laid off employee is hired into another position in the bargaining unit with a break in service of fewer than four (4) months, the employee shall be deemed to have continuous service from their hire date into the bargaining unit position from which the employee was laid off.

Article 43 Severance

In the event that an employee is laid off due to loss of funds, loss of work, or reorganization, other than upon the modification of the scope of, or at the expiration or earlier termination of, the contract term between MAXIMUS, Inc. and Employer, then the employee shall be entitled to two (2) weeks of severance pay, conditioned upon the employee executing a limited release of claims against the Employer as set forth in Side Letter agreed upon by the parties. Notwithstanding the foregoing, if Los Angeles County and/or MAXIMUS were to expressly provide for and fund severance payments to bargaining-unit employees upon the modification of the scope of, the expiration of, or the early termination of the contract, then the Employer would provide such funds as severance pay to any such affected employee, conditioned upon the employee executing a limited release of claims against the Employer as set forth in the Side Letter *(see Appendix B).*

Payment of this severance payment shall satisfy Employer's duty to bargain, and the Union hereby waives the right to request to bargain, over the decision to implement any reduction in force during the term of this Agreement. In addition, payment of this severance shall satisfy Employer's duty to bargain, and the Union hereby waives the right to request to bargain, over the effects of any such decision as to the employees selected for lay off in the reduction in force. The Union retains the right to request to bargain over the effects of the reduction in force as to employees not selected for lay-off.

Article 44 Duration

This Agreement is effective January 1, 2025, and shall remain in full force and effect through December 31, 2026 , and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days' written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

Article 45 No Lockouts/No Strikes

1. The parties to this Agreement intend to provide a stabilized relationship and to ensure uninterrupted operations during the life of this Agreement. For

that reason, it is agreed that during the term of this Agreement or any mutually agreed extension thereof:

(a) There shall be no lockouts by the Employer; and

(b) There shall be no strikes, including sympathy strikes, stoppages or interruptions of work, **or** refusals to enter the Employer's workplace, or picketing, marching, hand billing, displaying of banners or demonstrating in any other matter at any place where Employer conducts its work in accordance with the National Relations Act or other applicable laws.

2. The Union, on behalf of its officers, agents, and members, agrees that it shall not in any way, authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article. The Union shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article.

3. Nothing in this Article constitutes a waiver of the Employer's right to seek appropriate legal or equitable relief in the event of a violation of this Article.

Article 46 Savings Clause

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise this Agreement shall continue in full force and effect.

Article 47 Waiver

Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. Therefore, Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Article 48 Training

To encourage beginning and continuing proficiency, the Employer will establish and maintain for all staff an ongoing professional training program, the contents of which shall

be in the Employer's sole discretion, at no cost to the employee, by not later than January 1, 2026.

SIGNATURES

FOR THE EMPLOYER:

Signature: Ted Feldman

Email: tfeldman@jvs-socal.org
Ted Feldman, Chief Administrative Officer
JVS SoCal
Date: May 10, 2025

Signature: Josefina Santiago
Josefina Santiago (May 8, 2025 15:44 PDT)

Email: jsantiago@jvs-socal.org
Josefina Santiago, Vice President,
GAIN & Refugee Services
JVS SoCal
Date: May 8, 2025

FOR THE UNION:

Signature: Marc Bender
Marc Bender (May 8, 2025 18:05 PDT)

Email: marc@afscme36.org
Marc Bender
AFSCME DC36 Representative
Date: May 8, 2025

Signature: Lilia Arbona
Lilia Arbona (May 8, 2025 16:01 PDT)

Email: liliadesigns@sbcglobal.net
Lilia Arbona
President, Local 800
Date: May 8, 2025

Signature:
Air Kornreich (May 9, 2025 10:46 PDT)

Email: arikorn13@gmail.com
Ari Kornreich
Consultant to Local 800
Date: May 9, 2025

Signature:
Zsofia Szlovak (May 8, 2025 19:46 PDT)

Email: szlovak.zsofia@gmail.com
Zsofia Szlovak
Vice President, Local 800
Date: May 8, 2025

Signature:
Georgino Ludwig (May 9, 2025 22:49 PDT)

Email: gludwig777@gmail.com
Georgino Ludwig
JVS GAIN Representative, Local 800
Date: May 9, 2025

Signature:
Daizi Echeverria (May 8, 2025 21:07 PDT)

Email: dcecheverria27@gmail.com
Daizi Echeverria
JVS GAIN Representative, Local 800
Date: May 8, 2025

APPENDIX A – LA GAIN PROJECT REMOTE WORKER GUIDELINES

The parties hereby adopt and incorporate by reference the "LA GAIN Project Remote Worker Guidelines, dated August 1, 2024," as such may be modified by the Employer in its sole discretion.

APPENDIX B – SIDE LETTER RE: SEVERANCE & GENERAL RELEASE AGREEMENT

Dated: February 16, 2021

As to the both the Admin and GAIN bargaining units, the Union hereby releases and waives its right to assert any claims in any and all forums as to any Employee who has executed the below Severance & General Release Agreement. However, if the Employee should be included in the settlement or award resulting from a grievance filed by the Union before the Employee's final date of employment on behalf of the AFSCME Local 800 bargaining unit members for unpaid wages, salary, commissions, bonuses, expenses or benefits, the Employee shall be entitled to such settlement amount or award.

SEVERANCE & GENERAL RELEASE AGREEMENT

This Severance & General Release Agreement (the "Agreement") is entered into by _____ ("Employee") and JVS SoCal ("Company") and is made with knowledge of the facts as set forth in Paragraphs 1 through 9 below:

FACTUAL RECITALS

1. Employee began employment with Company on or about _____, 20__, and has remained an employee of Company through _____, 20___, on which date Company ended the employment relationship and unconditionally provided Employee with Employee's final paycheck, which paycheck included Employee's accrued, but unused, vacation.

2. Employee and Company acknowledge that any employment or contractual relationship between them terminated on _____, 20___, and that they have no further employment or contractual relationship except as may arise out of, or be continued in force as a result of, this Agreement.

3. Employee and Union agree that Employee unconditionally has received all wages, salary, commissions, bonuses, expenses, and benefits to which Employee was lawfully entitled arising from Employee's employment with Company. Accordingly, Employee and Union acknowledge and agree that no additional earned wages, salary, commissions, bonuses, expenses, or benefits are due or owing to Employee for any period of Employee's employment with Company, and that Employee is unaware of any facts or circumstances indicating that Employee may have any outstanding claim for unpaid wages. Consequently, California Labor Code Section 206.5 is not applicable to the resolution of this matter by the parties hereto. Section 206.5 provides in pertinent part as follows:

   An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or

executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

4. **IF EMPLOYEE IS UNDER 40:** Employee represents that, as of the date of Employee's execution of this Agreement, Employee is younger than forty (40) years of age.

5. **IF EMPLOYEE IS 40 OR OLDER:** Employee was presented with this Agreement on _____, 20___.

6. By reason of Employee's position with Company, Employee has been given access to confidential materials or information, in both hard copy and electronic/digital media, respecting Company's and its clients' and donors' financial, legal, familial, and personal affairs. Employee represents that Employee has held all such information confidential and will continue to do so, and that Employee will not use such information in any manner without the prior written consent of Company.

7. Company has not made any representation to Employee regarding the legal or tax consequences of any funds received pursuant to this Agreement.

8. The parties hereto desire to resolve all pending and potential actions and issues related to Employee's employment with, and separation from, Company, as well as any other potential actions and issues, without the further expenditure of time or expense of litigation and, for that reason, have entered into this Agreement. This Agreement is a full release and settlement of all claims asserted or which could have been asserted by Employee.

9. While this Agreement resolves all issues between the parties, as well as any future effects of any acts or omissions, it does not constitute an admission by Company of any violation of federal, state, or local law, ordinance or regulation or of any violation of Company's policies, procedures, or collective-bargaining obligations, or of any liability or wrongdoing whatsoever. Consistent therewith, Company has denied, and continues to deny, any allegation or grievance made by Employee and Company has further denied, and continues to deny, that Employee has been damaged in any way or is entitled to any remedy in any form, whether legal or equitable. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Company, provided that Company and Releasees (as defined below) may rely upon and introduce this Agreement to support any claim and/or affirmative defense that might arise out of, be related to, or be otherwise connected with Employee's alleged breach of this Agreement.

AGREED-UPON TERMS AND CONDITIONS OF SETTLEMENT

Now, therefore, with full knowledge and agreement as to the facts set forth above, the parties to this Agreement agree as follows:

10. In exchange for:

a. Company paying the sum of _____ Dollars ($_____), less standard payroll withholdings and deductions, as severance to Employee no more than five business days after Company's receipt of this Agreement signed by Employee; and

b. **OR, IF EMPLOYEE IS AGE 40 OR OLDER, DELETE PRECEDING SUBPART AND REPLACE WITH:** Company paying the sum of _____ Dollars ($_____), less standard payroll withholdings and deductions, as severance to Employee no more than ten business days after Company's receipt of, and the non-revocation of, this Agreement signed by Employee; and

c. Company agreeing not to contest any claim that Employee might file for unemployment benefits; and d. for other good and valuable consideration, the receipt of which is hereby acknowledged; and except for those obligations created by or arising out of this Agreement, Employee, for their and for Employee's spouse, domestic partner, marital community, children, family, estate, trust(s), heirs, representatives, attorneys, executors, administrators, trustees, beneficiaries, successors and assigns, hereby acknowledges full and complete satisfaction of and releases and discharges and covenants not to sue Company, its divisions, subsidiaries, partnerships, parent, affiliated corporations, trusts, or other related entities, past and present, and each of them, as well as its and their directors, officers, shareholders, partners, members, representatives, executors, trustees, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community (individually and collectively, "Company Releasees") from and with respect to any and all claims, grievances, wages, agreements, obligations, contracts, torts, demands and causes of action, known or unknown, suspected or unsuspected, concealed or hidden, including, without limiting the generality of the foregoing, any claim for physical or psychological injury, severance pay, overtime, commissions, bonus, contingent compensation or similar benefit, sick leave, stock, stock options, phantom stock, pension, retirement, life insurance, health or medical insurance or any other fringe benefit, disability, liquidated damages, penalties, interest, costs, attorneys' fees, or any other occurrences, acts or omissions whatever, known or unknown, suspected or unsuspected, concealed or hidden, resulting from any act or omission

by or on the part of Company Releasees committed or omitted prior to the date of this Agreement, including without limiting the generality of the foregoing, any claim under Title VII of the Civil Rights Act of 1964, **the Age Discrimination in Employment Act (29 U.S.C. Section 621 et seq.),** the National Labor Relations Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act, the California Constitution, the California Government Code, the California Labor Code, the California Civil Code, the California Business & Professions Code, the California Fair Employment and Housing Act, the California Family Rights Act, or any other federal, state or local law, regulation or ordinance.

11. This Agreement is intended to be effective as a bar to all claims as stated above. Accordingly, Employee hereby expressly waives any rights and benefits conferred by Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THJEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Employee acknowledges that Employee may hereafter discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that Employee understands the significance and consequence of such release and such specific waiver of Section 1542.

12. This Agreement will have no effect whatsoever on any rights Employee has or may have in the future to collect benefits under any Company retirement plan for which Employee may be eligible, or to roll over those monies into an Individual Retirement Account. Any such benefits shall be payable (or not payable) or rolled over in exactly the same manner, on exactly the same terms, and under exactly the same conditions, as though this Agreement had never been entered into.

13. Employee will not engage in or assist in any litigation against Company or any Company Releasee relating to anything occurring prior to the effective date of this Agreement, except as compelled by order of a court or as necessary to participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission ("EEOC"), the California Department of Fair Employment and Housing ("DFEH"), or other governmental agency. Employee further acknowledges and understands that this Agreement does not prohibit Employee from filing an administrative charge or claim with:

(a) the EEOC or DFEH or any state or local agency authorized to accept such charge or claim, or (b) the United States National Labor Relations Board. This Agreement does, however, preclude Employee from receiving any monetary, injunctive, or other personal relief related in whole or in part to claims released in this Agreement. Should any individual or entity who is not subject to this Agreement bring an administrative charge, claim, or action against Company or any Company Releasee that results in assignable recovery or relief for Employee, Employee waives any right to such recovery or relief and specifically assigns to Company and/or any such Releasee, as the case may be, the right to any such recovery or relief arising from such proceeding.

14. **[IF EMPLOYEE IS AGE 40 OR OLDER AND THIS IS NOT A GROUP EXIT, ADD THIS PARAGRAPH; IF A GROUP EXIT, MODIFY TO 45 DAYS:]** Employee shall have twenty-one (21) days from the date Employee receives this Agreement in which to consider and sign this Agreement. Any changes, whether material or immaterial, made to this Agreement after it was first presented to Employee shall not restart the running of the 21-day consideration period. Employee is hereby advised to consult with an attorney. If Employee agrees to all the provisions of this Agreement, Employee shall return the executed original of this Agreement to _____. If Employee has not signed this Agreement and returned the executed Agreement to _____ by _____, 20__, then this offered Agreement shall be withdrawn automatically, by its own terms.

    Employee shall have seven (7) days from the date Employee signs the Agreement within which to revoke the Agreement, and any such revocation of the Agreement must be in writing and hand delivered during the revocation period to _____.

15. **[IF EMPLOYEE IS AGE 40 OR OLDER AND THIS IS A GROUP EXIT, ALSO ADD THIS PARAGRAPH:]** Employee is hereby informed that:

    a. *[describe decisional unit, e.g.,:]* All active, non-exempt Company employees located at _____ form the decisional unit and will be eligible for the severance benefits described in this Agreement, if they are notified on or about _____, 20___, that they have been selected for involuntary termination as part of the Company's reduction in force that will take effect on or after _____, 20___.

    b. *[modify as appropriate]* The reduction in force has been implemented to operate the Company more efficiently, achieve economies and efficiencies in operations and reduce expenses. The factors for selecting employees for involuntary termination include the goals of the reduction in force described above; location of employees; whether employees are exempt employees; whether employees are governed by bona fide seniority provisions; whether departments met cost reduction goals through

reducing expenses in areas other than employee reductions; whether departments had earlier reduced staff; efficiencies related to the location of employees; the need or lack of need for a position; need to complete certain projects or tasks; the ability to consolidate work with other employees' workloads; the ability to transfer work to other locations; employee competencies and skills, combination of skills, experience, and transferability of skills; performance and ability to adapt; employees' comparable performance; qualifications and skill sets; wage rates; market and economic factors; availability of any other open positions; forced ranking; and other job-related factors.

c. Employees are not eligible to participate in and receive any offered severance benefit:

i. unless they sign this Agreement on or after their final date of employment, subject to the time limits set forth in Paragraph 13 above;

ii. if dismissed for a reason other than work force reduction or job elimination (including, but not limited to, unsatisfactory performance, violation of Company policy or procedures, theft or dishonesty, insubordination, misconduct, and/or the unauthorized use or disclosure of proprietary, confidential and/or trade-secret information) regardless of whether the employee has received a notice of involuntary termination that would otherwise qualify the employee for severance benefits; or iii. if the employee is retained by the Company in another position.

d. Employee is presented, on Exhibit A hereto, a listing of the job titles and ages (as of _____, 20___) of all employees in the decisional unit elected for involuntary termination, and the job titles and ages (as of _____, 20___) of all employees in the same decisional unit who were not selected for involuntary termination.

16. Employee will not make any defamatory or maliciously false statements or remarks about Company, any of its employees, policies, and/or any of its services and products; this restriction includes, but is not limited to, Employee not making any such statements or remarks on Yelp, Glassdoor, LinkedIn, Facebook, Instagram, YouTube, other social media, and other online forums.

17. Employee agrees that, after Employee's last day of employment with Company, Employee will no longer hold themself out as an employee of Company. Employee further agrees that Employee will update any and all contact information, social media websites or professional networking sites (e.g., LinkedIn) within seven (7) days after employee's last date of employment with Company so that Employee is no longer identified as an employee of Company.

Employee acknowledges and agrees that failure to update any and all such information will be grounds for the Company to withhold any and all funds otherwise due pursuant to this Agreement until such time as Employee complies with the requirements of this Paragraph.

18. Payment of the consideration set forth in Paragraph 10 above is conditioned upon Employee first returning all Company Property, deleting all Company data (including all work-related emails) from any and all personal electronic devices and cloud storage, and submitting all business expense reports in a satisfactory and reasonable manner as required by Company's policies and practices. Company Property includes, but is not limited to, any assigned vehicles, computer access codes and passwords, office and building keys, card keys, credit cards, calling and telephone charge cards, PC systems, laptops, cellular telephones, e-mail and voice mail passwords, all originals and copies of Company products and documents, all originals and copies of customer lists, product lists, and/or any other property belonging to Company.

19. Employee agrees to pay any federal or state taxes remaining due that may be required to be paid with respect to this Agreement and agrees to indemnify and hold Company and Company Releasees harmless for any of Employee's tax liability whatsoever.

20. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and, therefore, the provisions of this Agreement are declared to be severable. This Agreement is an integrated Agreement and is the entire Agreement of the parties concerning its subject matter. It supersedes all prior negotiations and all agreements, whether written or oral, except that any agreement between Company and Employee relating to Company's proprietary, confidential, and/or trade-secret information shall survive this Agreement and shall remain in full force and effect. This Agreement may be modified only by a writing signed by all the parties. This Agreement may be executed in counterparts. Any facsimile or .PDF (or similar, reliable electronic image) copy of this executed Agreement (or its counterparts) shall be as effective as an original. This Agreement shall become effective once signed by both parties hereto and delivered to each other.

21. After execution of this Agreement, Company may, but is not required to, present for approval to the Workers' Compensation Appeals Board an appropriate stipulation or compromise and release extinguishing any and all rights or claims Employee may have under applicable workers' compensation provisions. Employee will cooperate fully in the execution of this documentation.

22. Any dispute or controversy between any of the parties hereto in any way arising out of, related to, or connected with this Agreement or the subject matter thereof, or otherwise in any way arising out of, related to, or connected with

Employee's employment with Company or the termination of Employee's employment with Company, shall be resolved through final and binding arbitration in Los Angeles, California, pursuant to California Civil Procedure Code Sections 1282-1284.2, with the exception of Sections 1283 and 1283.05. In the event of such arbitration, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party in connection therewith, including attorneys' fees. The nonprevailing party shall be solely responsible for all costs of the arbitration, including, but not limited to, the arbitrator's fees, court reporter fees, and any and all other administrative costs of the arbitration, and promptly shall reimburse the prevailing party for any portion of such costs previously paid by the prevailing party. Any dispute as to the reasonableness of costs and expenses shall be determined by the arbitrator. The parties agree that each will submit to any federal or state court of appropriate jurisdiction located in Los Angeles, California, for purposes of compelling arbitration pursuant to this Paragraph, or to enforce any interim or final award entered into by the arbitrator. The arbitrator shall have no power to add to, subtract from, or modify in any way, the terms of this Agreement.

23. The undersigned acknowledge that they have read this Agreement, that they have had opportunity to consult with an attorney, that they have had a reasonable amount of time to consider this Agreement, that they fully understand and appreciate its meaning, and that it includes a full and final release and settlement of all claims between Employee and Company, whether such claims are currently known or not, as of the date of signing that Employee may have against Company, and they voluntarily sign it.

EXECUTED this ____ day of _____, 20___, at Los Angeles County, California.

_____

_____, Employee

JVS SoCal

_____

By: _____

EXHIBIT A

Employees Eligible For Severance Plan:

Job Classification	Age

Employees Not Offered Severance Plan:

Job Classification	Age

[FOR THOSE EMPLOYEES AGE 40 OR OLDER – *{MAY NEED TO MODIFY TO 45 DAYS }*:]

ACKNOWLEDGMENT AND WAIVER

I, _____, hereby acknowledge that I was given 21 days to consider the foregoing Agreement and knowingly and voluntarily chose to sign the Agreement prior to the expiration of the 21-day period. I have not been induced to sign this Agreement prior to the expiration of the 21-day period through fraud, misrepresentation, threat to withdraw or alter the Agreement prior to the expiration of the 21-day period, or by providing different terms to me if I choose to sign the Agreement prior to the expiration of the 21-day period.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

EXECUTED this ____ day of _____ 2020, at Los Angeles County, California.

_____

_____, Employee

APPENDIX C – SIDELETTER RE: LONGEVITY BONUS AND RATIFICATION BONUS

During the course of the negotiations for the 2025-2026 Collective Bargaining Agreement, the parties agreed to the following:

1. Ratification Bonus

Ratification Bonus of $750 to each active GAIN employee, provided that the agreement comes with the unanimous recommendation of the bargaining committee and further provided that the new CBA is ratified on first presentation by not later than March 14, 2025. The ratification bonus shall not be the basis for any additional overtime payments nor any other contributions/benefits.

Upon ratification by the bargaining unit employees, the Employer shall pay the above bonus to eligible employees as soon as administratively possible.

AFSCME Local 800 - JVS GAIN CBA 2025-2026 CBA -Final for Execution updated signature page(1073966.10)

Final Audit Report 2025-05-10

Created:	2025-05-08
By:	David Wimmer (dwimmer@swerdlowlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FgGQj3jp3oXYwAFy2oneVHHG7eN5A5G

"AFSCME Local 800 - JVS GAIN CBA 2025-2026 CBA -Final for Execution updated signature page(1073966.10)" History

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2025-05-08 - 10:26:08 PM GMT

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2025-05-08 - 10:26:21 PM GMT

Document e-signed by Josefina Santiago (jsantiago@jvs-socal.org)
Signature Date: 2025-05-08 - 10:44:41 PM GMT - Time Source: server

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2025-05-08 - 10:58:38 PM GMT

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2025-05-09 - 1:02:34 AM GMT

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Email viewed by Zsofia Szlovak (szlovak.zsofia@gmail.com)
2025-05-09 - 2:46:03 AM GMT

Document e-signed by Zsofia Szlovak (szlovak.zsofia@gmail.com)
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2025-05-09 - 3:18:33 PM GMT

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2025-05-10 - 5:47:13 AM GMT

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Signature Date: 2025-05-10 - 5:49:42 AM GMT - Time Source: server

Document e-signed by Ted Feldman (tfeldman@jvs-socal.org)

Signature Date: 2025-05-10 - 5:04:47 PM GMT - Time Source: server

Agreement completed.

2025-05-10 - 5:04:47 PM GMT

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