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# COLLECTIVE BARGAINING AGREEMENT

*Between*

**Jewish Family Service of Los Angeles**

*and*

**Jewish Communal and Social Agency Employees  
Local Number 800 of the  
American Federation of State, County and  
Municipal Employees (AFSCME, AFL-CIO)**

July 1, 2025, through June 30, 2028

**CONTACT INFORMATION**

**JEWISH FAMILY SERVICE**

Department of Human Resources

330 N. Fairfax Avenue

Los Angeles, CA 90036

Main Phone: (323) 761-8800

**AFSCME LOCAL 800**

c/o AFSCME District Council 36

3375 E Slauson Avenue

Vernon, CA 90058

Main Phone: (213) 487-9887

# TABLE OF CONTENTS

<b>PART ONE: GENERAL PROVISIONS.....</b>	<b>1</b>
ARTICLE 1 -- UNION/MANAGEMENT PROVISIONS.....	1
ARTICLE 2 -- RECOGNITION .....	1
A. <i>Jewish Family Service Professional</i> .....	1
B. <i>Jewish Family Service Nonprofessional</i> .....	1
C. <i>Time-Limited Employees</i> .....	1
D. <i>Part-Time and Temporary Employees</i> .....	1
E. <i>Interns</i> .....	1
ARTICLE 3 -- UNION SECURITY .....	1
A. <i>Employees</i> .....	1
B. <i>Indemnification Clause</i> .....	2
ARTICLE 4 -- UNION DUES CHECK OFF .....	2
ARTICLE 5 -- NON-DISCRIMINATION.....	2
ARTICLE 6 -- MUTUAL OBLIGATIONS.....	2
A. <i>Employer Rules</i> .....	2
B. <i>Management Rights</i> .....	3
C. <i>No Strikes</i> .....	3
D. <i>Union President/Vice President, and Chief Steward</i> .....	3
E. <i>Shop Stewards</i> .....	3
F. <i>Bulletin Boards</i> .....	4
G. <i>Union Orientation</i> .....	4
H. <i>Miscellaneous Provisions</i> .....	4
I. <i>Charitable Contributions</i> .....	4
J. <i>Employer Required Medical Examination</i> .....	4
k. <i>Membership in Professional Organizations</i> .....	5
L. <i>Security at Work Sites</i> .....	5
M. <i>Dress Code</i> .....	5
N. <i>Workloads</i> .....	5
O. <i>Reporting Safety Concerns</i> .....	5
P. <i>Authorized Agents of Parties</i> .....	5
Q. <i>Union Representation</i> .....	5
ARTICLE 7 -- RIGHT OF ACCESS.....	6
ARTICLE 8 -- POSTING OF JOB OPENINGS.....	6
A. <i>Bargaining Unit Openings</i> .....	6
B. <i>Non-Bargaining Unit Openings</i> .....	7
ARTICLE 9 -- ESTABLISHING NEW CLASSIFICATIONS.....	7
ARTICLE 10 -- NOTICE TO UNION OF EMPLOYEE STATUS .....	7

ARTICLE 11 -- TEMPORARY AND PART-TIME EMPLOYEES.....	8
A. <i>Temporary Employees</i> .....	8
B. <i>Part-Time Employees</i> .....	8
ARTICLE 12 -- TIME-LIMITED EMPLOYEES.....	9
ARTICLE 13 -- PROBATION .....	10
A. <i>General Provisions</i> .....	10
B. <i>Probationary Period</i> .....	11
1. <i>All Employees</i> .....	11
ARTICLE 14 -- EMPLOYEE EVALUATIONS.....	11
ARTICLE 15 -- PERSONNEL FILES .....	12
ARTICLE 16 -- OUTSIDE EMPLOYMENT .....	12
ARTICLE 17 -- SENIORITY .....	13
A. <i>Definition and Accrual</i> .....	13
1. <i>Layoffs</i> .....	13
2. <i>Bumping</i> .....	14
3. <i>Recall</i> .....	14
4. <i>Promotion</i> .....	15
C. <i>Accrual of Seniority/Loss of Seniority</i> .....	15
D. <i>Seniority Lists</i> .....	16
E. <i>Transfers Into Bargaining Unit</i> .....	16
F. <i>Notice of Layoffs</i> .....	16
G. <i>Bargaining Obligation</i> .....	16
ARTICLE 18 -- TERMINATION (DISMISSALS, RESIGNATIONS, SEVERANCE, DISMISSAL PAY, AND RETIREMENT) ...	17
A. <i>General Provisions</i> .....	17
B. <i>Dismissal Notice and Pay</i> .....	17
C. <i>Resignation Notice</i> .....	17
D. <i>Severance</i> .....	17
1. <i>General Severance Provisions</i> .....	17
2. <i>Severance Pay for Time-Limited Employees</i> .....	18
E. <i>Vacation Pay Upon Termination</i> .....	18
F. <i>Unused Sick Leave at Termination</i> .....	18
ARTICLE 19 -- HOURS AND OVERTIME .....	18
A. <i>Regular Time/Overtime</i> .....	18
1. <i>Regular Work Week</i> .....	18
2. <i>Overtime</i> .....	19
3. <i>Shift Differential</i> .....	20
4. <i>Alternative Workweek Schedule</i> .....	20
B. <i>Exempt Employees</i> .....	21
C. <i>General Provisions</i> .....	22
1. <i>Meal Allowance</i> .....	22
2. <i>Mileage</i> .....	22
3. <i>Call Back Pay</i> .....	22
4. <i>Short Turn Around</i> .....	23
5. <i>No Excessive Hours</i> .....	23

6.	Keeping Accurate Time Sheets .....	23
7.	On-Duty Meals .....	23
8.	Hybrid Telework.....	23
ARTICLE 20 -- SUB-CONTRACTING .....		23
ARTICLE 21 -- GRIEVANCE AND ARBITRATION PROCEDURES.....		24
A.	<i>Definition</i> .....	24
B.	<i>Union Representation</i> .....	24
C.	<i>Informal Discussions</i> .....	24
D.	<i>Formal Grievance Procedure</i> .....	24
E.	<i>Arbitration</i> .....	25
F.	<i>General Provisions</i> .....	25
G.	<i>Progressive Discipline</i> .....	26
<b>PART TWO: WAGES AND BENEFITS .....</b>		<b>27</b>
ARTICLE 22 -- WAGES.....		27
ARTICLE 23 -- WAGE DIFFERENTIAL/WORKING OUT OF CLASSIFICATION AND BILINGUAL BONUS .....		28
ARTICLE 24 -- INSURANCE .....		28
A.	<i>Hospital and Medical Insurance</i> .....	28
B.	<i>Dental Insurance</i> .....	29
C.	<i>Short and Long Term Disability Insurance</i> .....	29
D.	<i>Life Insurance</i> .....	29
E.	<i>Vision Insurance</i> .....	29
ARTICLE 25 -- HOLIDAYS .....		30
A.	<i>Recognized Holidays</i> .....	30
B.	<i>General Provisions</i> .....	30
ARTICLE 26 -- VACATIONS .....		30
A.	<i>Vacation Period</i> .....	30
B.	<i>Vacation Allotment</i> .....	31
C.	<i>Vacation Accrual</i> .....	31
1.	Employees hired prior to February 1, 1994.....	31
2.	Employees hired after February 1, 1994 .....	32
3.	Employees hired after July 1, 2004 .....	32
4.	Employees hired after November 1, 2022 .....	32
D.	<i>Holiday During Vacation</i> .....	32
E.	<i>General Vacation Provisions</i> .....	33
1.	Notice of Vacation .....	33
2.	Maximum Vacation Accrual.....	33
3.	Vacation Accrual Notifications .....	33
ARTICLE 27 -- SICK LEAVE.....		33
A.	<i>All Employees</i> .....	33
B.	<i>Procedures</i> .....	34
1.	Notification to Employer .....	34
3.	State Disability Claims Under California Law .....	34

4.	Intent to Return from Sick Leave.....	34
5.	Abuse of Sick Leave.....	34
6.	Medical Appointments.....	34
7.	Illness During Vacation.....	35
8.	Sick Leave, Family Illness and California Paid Family Leave .....	35
9.	Employer Notification of Use of SDI and PFL.....	35
C.	<i>Personal Leave</i> .....	36
D.	<i>Catastrophic Leave</i> .....	37
ARTICLE 28 -- LEAVES OF ABSENCE .....		37
A.	<i>California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA)</i> .....	37
B.	<i>Extended Leave (Including Medical)</i> .....	39
1.	All Employees .....	39
2.	General Provisions .....	39
C.	<i>Bereavement Leave</i> .....	40
D.	<i>Military Leave</i> .....	40
E.	<i>Union Business Leave</i> .....	40
F.	<i>Mutual Benefit Leave</i> .....	40
G.	<i>Discretionary Leave</i> .....	41
H.	<i>Educational (Sabbatical) Leave</i> .....	41
I.	<i>Conference and Institute Leave</i> .....	41
ARTICLE 29 – PENSION.....		41
ARTICLE 30 -- PAYMENT TO BENEFICIARY .....		42
ARTICLE 31 -- LICENSING/STAFF DEVELOPMENT.....		42
ARTICLE 33 -- CAFETERIA BENEFITS .....		43
ARTICLE 34 -- JURY PAY .....		43
ARTICLE 35 -- ON CALL ASSIGNMENT PAY: .....		43
ARTICLE 36 -- CELL PHONE USAGE:.....		44
ARTICLE 37 -- LABOR MANAGEMENT COMMITTEE: .....		44
ARTICLE 38 -- SAVINGS CLAUSE .....		44
ARTICLE 39 -- DURATION .....		44
<b>PART THREE: EXHIBIT A and B (Salary Ranges).....</b>		<b>47</b>
<b>PART FOUR: SIDE LETTERS.....</b>		<b>50</b>
	EXHIBIT C.....	50
	<i>Sample Hire Letter</i> .....	50
<b>INDEX .....</b>		<b>51</b>

## **PART ONE: GENERAL PROVISIONS**

### **ARTICLE 1 -- UNION/MANAGEMENT PROVISIONS**

This Agreement, effective July 1, 2025, is between the Jewish Family Service of Los Angeles (hereinafter referred to as the "Employer" or "JFS"), and the Jewish Communal and Social Agency Employees Union, Local 800, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (hereinafter referred to as the "Union").

### **ARTICLE 2 -- RECOGNITION**

The Employer individually recognizes the Union as the sole and exclusive collective bargaining agent for its employees in the applicable appropriate bargaining unit(s) set forth below. All provisions of this Agreement shall pertain to all employees covered by this Agreement, unless otherwise specifically noted. No provision of this Agreement shall be unilaterally changed by either party.

#### **A. Jewish Family Service Professional**

All professional employees, excluding all other employees, supervisors and confidential employees.

#### **B. Jewish Family Service Nonprofessional**

All nonprofessional employees; excluding all other employees, supervisors, and confidential employees.

#### **C. Time-Limited Employees**

The employees of each time-limited Agency-wide program shall constitute a separate bargaining unit and are covered by this contract.

#### **D. Part-Time and Temporary Employees**

The foregoing bargaining units shall include part-time employees who normally work one-half ( $\frac{1}{2}$ ) or more of the regular workweek of the bargaining unit involved and shall exclude all other part-time employees. Part-time employees working less than eighteen and three-fourths ( $18\frac{3}{4}$ ) hours per week will not be included in the bargaining unit when they work additional hours which are not regularly scheduled. Temporary employees are included only to the extent provided for in specific provisions of the Agreement. The Employer will make every effort when creating new positions, to endeavor to ensure that they will include a minimum of eighteen and three-quarter ( $18\frac{3}{4}$ ) hours, when operationally and economically feasible.

#### **E. Interns**

Interns hired or brought on board for a short duration for the purpose of learning about Jewish Family Service and providing services to Jewish Family Service as part of a program or as coursework are not in any bargaining unit and are not covered by this Agreement.

### **ARTICLE 3 -- UNION SECURITY**

#### **A. Employees**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall retain membership in the Union for the duration of said Agreement. Good standing shall be defined as timely payment of regular dues, initiation 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 (31<sup>st</sup>) calendar day following the beginning of such employment, either join the Union and remain members of said Union for the duration of said Agreement or pay an Agency fee to the Union, to be determined by the Union on an annual basis, for the duration of said Agreement. It is the Union's requirement that employees shall be required to pay an Agency fee to the Union.

The 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 an Agency fee payroll deduction to the Union, unless the employee has corrected the deficiency and the Employer is so notified within the fourteen (14) calendar days.

***B. Indemnification Clause***

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of Employer's compliance with the provisions of this Article.

**ARTICLE 4 -- UNION DUES CHECK OFF**

Regular Union dues, Agency fees, and initiation fees (but not fines, or assessments of any kind) shall be deducted bi-weekly by the Employer and remitted to the Union upon written authorization of any employee covered by this Agreement. In addition, the Employer shall make deductions authorized by the employee for the AFSCME Public Employees Organized to Promote Legislative Equality (PEOPLE) Program.

Such deductions shall be remitted to the Union in one monthly check, no later than the fifteenth (15<sup>th</sup>) of the month following the deductions.

**ARTICLE 5 -- NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, color, creed, sexual orientation, national origin, political beliefs, age, religion, religious creed, religious observance, ethnicity, gender, sex, gender identity, gender expression, genetic information or predisposition, military service, military and veteran status, pregnancy, childbirth and related medical conditions, marital and family status, ancestry, medical conditions as defined by state or federal law, or disability, physical handicap, or any other basis provided by law.

**ARTICLE 6 -- MUTUAL OBLIGATIONS**

***A. Employer Rules***

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.

**B. Management Rights**

The right to hire, promote, to maintain discipline and efficiency, to assign personnel, specify or assign work requirements and overtime are the sole responsibility of the Employer, subject to the provisions of this Agreement. The Employer shall have the right to discharge or discipline for cause, subject to the provisions of the Agreement. Work processes, methods, routing and scheduling of work are the Employer's prerogative exclusively and the Union and its members agree that they will cooperate therewith.

There shall be no limitation on the Employer's right to transfer employees in the same grade for the purpose of achieving efficiency, whether related to layoffs or regular employment.

**C. No Strikes**

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, there shall be no strikes, lockouts, slowdowns, work stoppages, or other forms of job action by either party hereto or by any of the employees covered hereunder.

**D. Union President/Vice President, and Chief Steward**

The Employer shall give due consideration to the Union President, Vice President and Chief Steward in the carrying out of that employee's officer or chief steward duties. When feasible the Employer will be given two (2) working days' notice of the requested release time. Any request by the Union for a reduction in hours and/or assignments for these officers shall be subject to immediate negotiation between the parties as to such hours and/or assignments and compensation, but in no event shall the Employer be obliged either to suffer any financial hardship or to have its work by such officer or chief steward unreasonably interfered with as a result of such activity.

The Employer shall provide release time to be paid for by the Union of a minimum of one (1) day per week for either the President or Vice President or the Chief Steward to conduct Union business. When feasible, the Employer will be given two (2) working days' notice of the requested release time. No benefits or other matters related to compensation will be impacted as a consequence of this provision.

**E. Shop Stewards**

The Union may designate to the Employer a reasonable number of stewards, not to exceed one (1) shop steward and one (1) alternate shop steward per worksite. Gunther-Hirsh Family Center and the Valley Storefront may have up to two (2) shop stewards and two (2) alternate shop stewards. All shop stewards and alternate shop stewards should be members of the bargaining unit. The Union shall provide the Employer with a list of employees who have been so designated. A steward may represent an employee represented by AFSCME Local 800 in the presenting of grievances at all stages of the grievances or in any meeting in which the employee believes discipline could result. The shop steward and alternate may not both attend the same grievance meeting without the Employer's consent. That consent will not be unreasonably withheld.

The employee and their shop steward may have a reasonable amount of paid time off for presentation of grievances or participation in pre-disciplinary meetings involving management. The employer shall not be obliged to suffer any financial hardship or to have its work by the shop steward unreasonably interfered with as a result of such activity.

**F. Bulletin Boards**

A bulletin board shall be provided at each worksite, which is mutually agreeable to the Employer and Union that shall clearly indicate that the material placed there on represents the views of the Union.

**G. Union Orientation**

The Employer will permit a new employee who is covered by this Agreement and who wishes to do so to meet in person once with the employee's Shop Steward or Union Representative for up to) thirty (30) minutes at a time pre-approved by the Employer's designated representative.

**H. Miscellaneous Provisions**

1. The Union and all employees covered by this Agreement agree that they will:
  - a. Cooperate to maintain standards of workmanship and job performance.
  - b. Comply with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.
  - c. Union business shall not be conducted during the regular workday without prior release from JFS management. Prior release from management shall not unreasonably be denied. The Employer shall not be obliged to suffer any financial hardship or to have its work unreasonably interfered with as a result of such activity.
  - d. Not solicit Union members, Union dues, or engage in other Union activities on the Employer's premises during working time.
2. Supervisors shall not displace bargaining unit employees.

**I. Charitable Contributions**

All charitable contributions by employees shall be on a strictly voluntary basis. All charitable or any monetary solicitation at work of employees is on a voluntary basis.

**J. Employer Required Medical Examination**

When an employee is required by the 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 the Employer. The Employer shall have the right to select the examiner.

**K. Membership in Professional Organizations**

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

**L. Security at Work Sites**

The Employer will provide reasonable security at all work sites. The parties agree to meet on a quarterly basis to address concerns about worksite security.

**M. Dress Code**

All employees are required to come to work dressed in a suitable, business-like manner appropriate to their position and work site.

**N. Workloads**

When an employee believes their workload to be excessive, they may raise the matter with their immediate supervisor. If the employee is not satisfied with the response, the employee may raise the issue with the Employer's designated Human Resources official and is then entitled to union representation. The parties agree to meet on a regular basis to address workload concerns with the first meeting scheduled not later than one (1) month after reaching an agreement on this contract.

**O. Reporting Safety Concerns**

The Employer shall appoint a management official to receive reports of bargaining unit employee safety concerns. The Union shall be advised of the identity of the management official so appointed. The Union shall appoint two (2) bargaining unit employee to report such safety concerns and the Union shall notify the Employer of the employee so appointed. Either party may request a meeting to discuss reported safety concerns.

Safety and security meetings with management and bargaining unit employees will take place on a quarterly basis. The union shall appoint two bargaining unit employees to attend these meetings. A minimum of one bargaining unit member is required to be present for a meeting to proceed.

**P. Authorized Agents of the Parties**

For purposes of administering the terms and provisions of this Collective Bargaining Agreement or receiving any notice to be given hereunder, the parties' representatives shall be as follows:

1. The Employer's representative shall be the Chief Administrative Officer or designee (address: **330 N. Fairfax Avenue, Los Angeles, California 90036**).

2. AFSCME Local 800's representative shall be the AFSCME Local 800 President or designee (address: **AFSCME Local 800, c/o AFSCME District Council 36, 3375 E Slauson Avenue, Vernon, California 90058**).
3. The Union shall designate the staff representative and notify JFS in writing. If a staff representative is not designated by the Union, then all correspondence should be e-mailed to [unionlocal800@gmail.com](mailto:unionlocal800@gmail.com).

**Q. Union Representation**

1. An employee may 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.
2. In cooperation with the Union to communicate with their members, then the Union and its assigned representatives may contact its members using the employee's JFS work phone, regarding union matters.

**ARTICLE 7 -- RIGHT OF ACCESS**

The regularly designated non-employee representative of the Union shall have access to the office of the Employer's representative for the purpose of taking up Union matters. Visits with the employees concerning Union business shall be only after obtaining the consent of the Employer's representatives. Union representative visits shall not interfere with an employee's duties.

The Union may have access to the premises for meetings outside of regular working time, after clearing for such meetings with such person as management shall designate.

**ARTICLE 8 -- POSTING OF JOB OPENINGS**

**A. Bargaining Unit Openings**

The Employer will post notices of vacancies, promotional opportunities, and new jobs involving any position in the bargaining unit, except temporary positions of eight (8) weeks duration or less, with a copy e-mailed to the Union prior to the solicitation of any applications or the interview of any applicants for such jobs. All such notices shall be dated and shall state that the job is a Union position, and shall include the exact department, salary range, and whether the position is time-limited, part-time, or temporary. The Employer will notify the eligible employees on lay-off of such job opportunities. Recruiting from within the bargaining unit may proceed once the Union is notified. However, the Employer may temporarily fill the job for a period of sixty (60) days until an acceptable person is awarded the job. The period may be extended by mutual agreement between the parties. The Employer will give due consideration to an applicant's tenure and experience with the Employer, but all hiring and promotion decisions rest within the sole discretion of the Employer. There shall be an official, central job posting location at JFS headquarters and jobs will be posted on JFS' website.

If no acceptable application is received from any employee within five (5) business days after such posting, the Employer may hire from any source.

In the case of transfers in the same classification or on temporary jobs of less than thirty (30) days duration, no posting shall be required.

***B. Non-Bargaining Unit Openings***

Except when extraordinary circumstances prevail, the Employer will make a good faith effort to post non-bargaining unit jobs, and will give consideration to all applications from bargaining unit personnel, as well as applications from other sources. All hiring and promotion decisions rest within the sole discretion of the Employer under this Section.

**ARTICLE 9 -- ESTABLISHING NEW CLASSIFICATIONS**

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

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 five (5) working days, they 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 Union shall have a right to grieve the wage rate by filing a grievance within ten (10) working days of the date the Employer notifies the Union of the new wage rate. Should the Union fail to grieve the new wage rate within said ten (10) working days, it shall have been deemed to have agreed to the new wage rate. Job duties shall be assigned by the Employer.

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

**ARTICLE 10 -- NOTICE TO UNION OF EMPLOYEE STATUS**

At the time a new employee is hired in a classification covered by this Agreement, the Employer shall forward to the Union [unionlocal800@gmail.com](mailto:unionlocal800@gmail.com) written notice of the employee's name, date of hire, work schedule, job classification, and work site. Employer will forward the Union office the employee's home address, personal email address, mobile phone number, and home telephone number.

Every four (4) months, the Employer shall provide the Union with a list of all employees showing name, date of hire, job classification, work site, rate of pay and hours. The information shall be provided electronically in a format compatible with Excel or CSV format. At the time of hire, the new employee shall be given a copy of the Union contract and any additional appropriate materials supplied by the Union. Whenever any employee covered by this Agreement is reclassified or terminated or has their status changed for any reason, the Employer shall email to [unionlocal800@gmail.com](mailto:unionlocal800@gmail.com) within ten (10) workdays of a change notice of the employees status change and if reclassified, then their full name, date of reclassification, job classification, work site, rate of pay, salary and hours.

## **ARTICLE 11 -- TEMPORARY AND PART-TIME EMPLOYEES**

### **A. Temporary Employees**

Temporary Employees may be hired only to substitute for permanent employees on vacation, sick leave, or leave of absence, except as provided in the next two paragraphs. One-year temporary employment shall be the maximum period unless the Union, management and the employee agree to extend the temporary employment.

Temporary employees may be hired as needed, with prior notification to the Union, provided that any qualified regular employee on layoff be offered the temporary work first. Temporary employees shall be hired for no more than six (6) continuous months, except as otherwise provided herein. Said employees shall be entitled to all contractual holidays and sick leave on a pro-rata basis.

Temporary employees can be employed for a period of one year if said employment is for the purposes of staffing experimental programs, special programs, or filling in for someone on a leave of absence that will last up to one year.

All temporary employees shall receive the same rate of pay as permanent employees for job classifications under the terms of this agreement.

The Employer will give preferred consideration to temporary employees in filling any jobs of a permanent type for which they may qualify. Any temporary employee of Jewish Family Service who is made permanent, other than in a position in which the employee was serving as a temporary employee, shall serve a probationary period of employment as set forth in Article 13 which shall commence on the first day of their permanent employment with Jewish Family Service. Upon successful completion of the probationary period all time served by a Jewish Family Service employee on a temporary status shall apply toward seniority.

Temporary employees shall not be entitled to any fringe benefits, except sick leave and holidays, which shall be prorated if they are part-time employees. Temporary employees shall not accrue seniority for any purposes, except as set forth in the above paragraph. The Employer agrees it shall not attempt to avoid paying benefits by replacing one temporary employee with another to do the same work.

Temporary employees hired for a period not to exceed eight (8) weeks shall be excluded from Article 3, Union Security.

### **B. Part-Time Employees**

Part-time employees may be hired for those positions that are less than full-time. When vacancies occur in permanent full-time positions or where new positions are created, consideration shall be given to regular employees on layoff, then permanent part-time employees, and thereafter to temporary employees who shall apply for such positions.

Regular part-time employees, hired after November 24, 2004, working a twenty-seven and ½ (27-½) hour or more regularly scheduled workweek will be entitled to a prorated sick leave, holiday and vacation benefits as provided in this contract, and full medical, dental, life and disability insurance and pension benefits. Regular part-time employees, hired prior to November 24, 2004, who have been working an 18-¾ hour or more regularly scheduled workweek will continue to be entitled to prorated sick leave, holiday and vacation benefits as provided in this contract, and full medical, dental, life and disability insurance and pension benefits, for so long as they continue to work an 18-¾ hour or more regularly scheduled workweek. Regular part-time employees hired after November 24, 2004, working an 18-¾ hour or more regularly scheduled workweek, but less than a 27½ hour regularly scheduled workweek, will be entitled to prorated sick leave, holiday and vacation benefits as provided in this contract. Regular part-time employees hired prior to this Agreement's effective date who are eligible for the Defined Contribution Pension Plan will continue to be entitled to life insurance benefits for so long as they continue to work an 18-¾ hour or more workweek.

The employer agrees that during the term of this Agreement no bargaining unit employee on the payroll as of July 1, 2004, shall have their hours involuntarily reduced for the purpose of replacing the employee with part-time employee(s) not eligible for insurance benefits.

When a part-time employee becomes full-time, they will accrue seniority on a prorated basis.

## **ARTICLE 12 -- TIME-LIMITED EMPLOYEES**

- A. Time-limited employees are those (1) who are hired for special programs for which there is no assurance of ongoing funding beyond the period for which the funds are obtained, which shall include programs funded by grants, programs operated on a fee-for-service basis or programs funded by a third party payor not affiliated with the Employer; and (2) who regularly during the term of this Agreement work over fifty (50%) percent of their time on such program(s). Individuals in this category who do not have all of the normal required qualifications for a job classification must have special qualifications applicable to the program.
- B. Upon written request, the Union shall be supplied any information concerning time-limited grants which is relevant to the Union's administration of this Agreement.
- C. It is the Employer's intention to continue to provide existing contract benefits to time-limited employees, except in the instances where provisions of specific grants or third party payor programs either do not permit or do not provide funding to allow for such continuation. The Employer will make a good faith effort with the grantor to try and accomplish the purposes herein. The Employer will provide notice to the Union of such cases within seventy-two (72) hours after receiving the grant or third-party payor arrangement.
- D. Time-limited employees shall be advised at time of hire of their time-limited status and the terms of such a program.
- E. In the event of layoff time-limited employees will be laid off in order of seniority. They shall have bumping rights in their own program. If they have been employed within a time-limited program one (1) year or more they shall have the right to bump into other time-limited programs, provided that these employees have the necessary skills and ability to perform the

job and need only basic job orientation. Time-limited employees are not eligible for severance pay except as otherwise provided in Article 18, Section D.

- F. If a permanent employee goes into a time-limited job, such employee shall retain all of their seniority rights for all purposes, as of the date of becoming a time-limited employee.
- G. In any negotiations under this Article, the Employer's representatives shall be determined by the Employer with adequate notification to the Union.
- H. All time-limited employees are required to use their annual vacation allotment within the grant year, unless program managers allow employees to carry over vacations. If no carryover is allowed, the following implementation of this policy shall take place:
  - 1. At the beginning of each program year, the Supervisor or Manager of each Time-Limited program will meet with their staff for the purpose of scheduling vacations for the upcoming year. The employees will schedule vacations in order of seniority. Deviations from the schedule may occur only with management consent. Management shall not unreasonably withhold its consent to scheduling changes.
  - 2. If an employee wishes to take vacation time before it has been accrued, the employee will first use any banked vacation. If there is no banked vacation, management will advance a maximum of one-half ( $\frac{1}{2}$ ) of the employee's vacation allotment for the entire year, not to exceed two (2) weeks.
  - 3. The employee may request a waiver of this Article and management will grant such requests on a case-by-case basis, at its discretion. In case of conflict, employee seniority shall prevail.

## **ARTICLE 13 – PROBATION**

### **A. General Provisions**

Regular employees shall not acquire seniority rights during the probationary period of employment, but if continued in employment after the probationary period of employment, their Employer seniority shall commence from the date of hiring as a regular employee.

Employees shall be notified in writing of completion of their probationary period.

The period of probation may be extended only by express agreement of the employee and the Employer. Probationary employees shall be given a written evaluation not later than ten (10) weeks of the way through their probationary period. If such evaluation is not given, the probationary period may not be extended. Before extending probation, the Employer will notify the employee in writing, at least five (5) days before the probation period would have ended, with a copy to the Union, of the area(s) where improved performance is needed. The probation period may not be extended for more than thirty (30) days.

When an employee is on medical leave and their probation end-date occurs during that time, the length of probation may be extended for up to the length of the leave. When an employee is on probation and their supervisor is on medical leave during the time the employee's probation end-date occurs, the probation end-date may be extended up to forty-five (45) days.

An employee may be dismissed by the Employer at any time within the probationary period, usual or extended, without showing cause, and such employee shall not have access to the grievance and arbitration procedure. However, when a probationary employee has cause to believe that an employee-employer conference or meeting may result in a termination action, said employee may request to be accompanied by a Union representative.

A new probationary period shall be served by an employee who:

1. promotes to a higher-level position;
2. transfers or bumps to a lateral position they have not previously held;
3. bumps to a lower-level position they have not previously held; or
4. is recalled from layoff to a position they have not previously held.

For employees who fail probation see Article 17, B.2., B.3. and B.4.

## **B. Probationary Period**

### **1. All Employees**

A period of no longer than four (4) months shall be considered the full probationary period for all employees.

## **ARTICLE 14 -- EMPLOYEE EVALUATIONS**

It is recognized that evaluation is a continuing process and takes place both formally and informally. A formal evaluation of performance and competence of regular employees shall be completed at the end of the probationary period and annually thereafter on a common organizational cycle. Bargaining unit employees who perform any supervisory functions with respect to other bargaining unit employees shall fully cooperate with management in doing performance evaluations of such employees. Nothing contained in this provision shall require an evaluating employee to sign an evaluation with which they disagree, nor shall they be required to recommend or endorse any disciplinary action. The process of evaluation shall include among other things the following elements:

- A. Oral discussion between employee and supervisor up to the point where they agree that the employee's performance and competence have been thoroughly reviewed.
- B. The evaluation shall be put in writing and shall include the employee's statement and signature. A copy of the evaluation is to be given to the employee.
- C. In the event the employee does not agree with the evaluation they may file a statement of exception which shall become part of the employee's personnel record. The employee may also request a review by the department head and if the employee does not agree with their decision, the employee may request a review by the appropriately designated management representative selected by the Employer, and if the employee still does not agree with the decision, the Personnel Committee of the Employer where such a committee exists for this purpose. If none

agree with the employee, they may still file a statement of exception that shall become part of the employee's personnel record. If demotion or dismissal results from the evaluation, they shall have the right to invoke the grievance machinery.

- D. 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 upon express agreement between the Employer and the employee up to thirty (30) days from the date the supervisor or employee return from leave.

## **ARTICLE 15 -- PERSONNEL FILES**

### ***A. Inspection***

There is only one (1) official personnel file. Any employee, or their certified representative with the written consent of the employee, may inspect that employee's personnel file upon reasonable notice, with the exception of all references, such as material obtained from other employers and agencies at the time the employee was hired.

### ***B. Documents Regarding Performance***

An employee shall be advised of, and entitled to read, any written statement regarding their work performance or conduct if such statement is to be placed in their personnel file. Upon request, the employee will be given a copy of any such statement and shall have the right to have their written response, if any, placed in the file.

### ***C. Employee Acknowledgement***

The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the management representative shall note said refusal, and the copy will be filed accompanied by a signature of another management representative witnessing the employee's refusal to sign.

### ***D. Placing Material in a File***

Employees seeking to place relevant material in their personnel files shall provide the material to the custodian of the personnel file who shall place the material in the employees' files in a timely manner and upon request issue a receipt to the employee.

## **ARTICLE 16 -- OUTSIDE EMPLOYMENT**

Employees will notify the Employer of any outside employment that is in conflict with their employment, including self-employment.

## **ARTICLE 17 -- SENIORITY**

### **A. Definition and Accrual**

Seniority shall be defined as an employee's continuous length of employment service with Jewish Family Service. Except for personnel benefits, where eligibility shall be determined by the employee's total length of continuous service in all bargaining units represented by AFSCME Local 800, seniority shall not be cumulative among or between various Employers whose employees are represented by AFSCME Local 800, except that in a transfer situation between Employers the transferring employee may retain their seniority with the new Employer if said Employer and the Union so agree in writing prior to the transfer.

### **B. Application of Seniority**

#### **1. Layoffs**

In situations requiring layoffs due to lack of funds or lack of work, such layoffs shall be on the basis of seniority and classification, with the least senior employee laid off first, providing the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation. However, an employee may not use any seniority acquired in a non-professional classification in asserting any layoff, bumping or recall rights in a professional classification. Where seniority is equal, priority shall be determined by lot.

In situations where an employee's hours are reduced by the Employer ("Hours Reduction"), but not in the event the Hours Reduction is requested by the employee, then such Hours Reduction shall be treated as if it were a layoff pursuant to the terms of Article 17.A. and 17.B. under the following circumstances:

- a) if the Hours Reduction would result in the employee's loss of health insurance benefit eligibility; or
- b) if the Hours Reduction would result in the employee's loss of bargaining unit membership.

If neither of the above circumstances are met, the Hours Reduction shall not be treated as if it were a layoff pursuant to the terms of this Article 17 and there shall be no requirement to implement such Hours Reduction on the basis of seniority.

In layoff situations where bargaining unit employees are not able to bump into a bargaining unit position, they will be offered the positions of non-managerial, non-supervisory, or non-bargaining unit employees who are performing essentially the same work and who are temporary or working less than eighteen and three-fourths (18- $\frac{3}{4}$ ) hours per week.

Notwithstanding any other provision in this section, the President, Vice-President and Chief Steward shall not be laid off while in such positions unless all employees in their classification, in the same career ladder, where applicable, and which require the same basic job skills have been laid off.

## **2. Bumping**

- a)** An employee to be laid off may, at their discretion, receive severance pay or displace on a seniority basis the most junior employee in the same pay grade, if such a person exists, or, if not, in the next immediate lower grade if such a person exists. A grade that has no active classification within it will not be part of the bumping sequence.
- b)** An employee subject to an Hours Reduction pursuant to Article 17.B.1.(a) or 17.B.1.(b) above may, at their discretion, choose to accept the Hours Reduction, or take a layoff and receive severance pay, if eligible, or displace (bump) the most junior employee in the Agency in the same classification, if such a person exists, or, if not, the most junior employee in the Agency in the same pay grade, if such a person exists, whose regular work schedule is above the benefit or bargaining unit membership threshold which triggered the bumping event. The employee so displaced would be transferred into the position vacated by the bumping employee. By way of example only, if a full-time employee's position's hours were reduced to twenty-five (25) hours per week, and such reduction would result in the employee's loss of health insurance eligibility, then said employee would displace the most junior employee whose position's hours are at or above the health insurance benefit eligibility threshold. Only employees that take a layoff have recall rights pursuant to Paragraph 3 below.
- c)** Any employee who displaces another employee pursuant to either 17.B.2.(a) or 17.B.2.(b) above, or who is transferred pursuant to 17.B.2.(b) above, must have the necessary skills and ability to perform the work without additional training other than basic job orientation or have performed the work previously.
- d)** Part-time employees shall have the right to bump employees who normally work a greater number of hours only if the part-time employee agrees to work the additional hours. An employee must elect severance pay or exercise their bumping rights within five (5) working days of personal notice that they are subject to layoff.
- e)** When an employee bumps to a lower grade, they shall be paid at their existing salary rate, provided it falls within the range of the new classification, but in no event more than the maximum of the new range. If the employee's existing salary is above the range of the new classification, the employee shall be paid at the top of the range of the new classification into which they bumped. Notwithstanding the foregoing, where the terms of a grant, fee for service or third-party payor arrangement as specified in Article 12.C. provides either for a general salary limitation or that the employees in specified classifications be paid the rate assigned to the classification, the grant or other contract arrangement shall control.
- f)** When an employee fails to pass probation following a lateral transfer, they shall have the right to bump back into the position they held prior to the transfer.

## **3. Recall**

As work becomes available, at the discretion of the Employer, and employees are to be recalled, those on layoff shall be recalled to work in the classification from which they were laid off on the basis of seniority. It is understood that the laid-off employee should have the necessary skill and ability to perform the work available without additional training other

than basic job orientation. The rate of pay shall be within the rate range of the job to which the employee is being recalled. No new employee shall be hired to perform work that is within the classification of an employee on layoff, except as otherwise provided herein. Employers shall be encouraged to hire laid-off employees from another Employer whose employees are represented by AFSCME Local 800 prior to hiring new employees. Employees shall maintain recall rights for twelve (12) months.

If any employee who is recalled from layoff to a position, they have not previously held fails to pass probation for the new position, they shall be returned to layoff status and shall maintain recall rights for the balance of time they had available when they were initially recalled.

#### **4. Promotion**

Senior employees shall be given consideration for any promotion to a higher classification; however, the final judgment in the promotion shall rest solely with the Employer. But if the senior employee, who applies is not promoted, upon their request the employee will be told why they was were not promoted.

Any employee permanently transferred to a higher rated job classification shall be paid a promotional increase not to exceed the overall contract agreement rate with a maximum of two (2) jumps but in no event less than the minimum or more than the maximum rate for the new classification. Such transfer shall have the appropriate probationary period for the job, whether in or out of the bargaining unit. If the employee does not pass probation, they shall have the right to exercise their seniority as defined in Section B.2. of this Article except that after bumping back the employee's salary shall not be greater than the employee's salary in the position held prior to the promotional increase.

In the event any employee who in the judgment of the Employer would have been promoted, is frozen in their position, for the good of the Employer, such employee shall be given the promotional increase provided for in this section.

#### **C. Accrual of Seniority/Loss of Seniority**

Employees shall accrue seniority from date of last hire of employment with the Employer. Seniority shall continue to accrue during periods of approved leave of absence, but no seniority shall accrue while the employee is on layoff. Seniority shall be accrued pro-rata for part-time employees.

An employee shall lose their seniority for any of the following reasons:

1. If the employee leaves, quits, or is discharged for cause;
2. If the employee fails to return to work after the period of authorized leave of absence;
3. If the employee has been laid off and fails to report within ten (10) working days after being notified to report for work; provided that if their failure to report for work is based upon reasons satisfactory to the Employer, they shall lose their seniority only as to the specific vacancy for which such employee failed to report;

4. Failure of any employee on layoff to respond within ten (10) working days to an inquiry that is made by the Employer by certified mail as to the employee's desire to retain their seniority. Employee's response shall be made as specifically requested by the Employer;
5. If the layoff extends beyond one (1) year, provided that if the Employer, in its sole discretion, recalls an employee who has been on layoff for less than two (2) years, such employee shall not lose their seniority.

**D. Seniority Lists**

Upon thirty (30) days' notice by the Union, the Employers shall post a seniority list at each work site. The employer shall not be required to post such lists any more frequently than once every twelve (12) months. The Union shall be e-mailed to the staff representative a CSV formatted copy of list. The list shall include each employee's name, classification and hire date.

Within fourteen (14) work days of posting, any employee who believes an error exists in the posted seniority list shall bring the problem to the attention of the Employer and seek correction.

**E. Transfers Into Bargaining Unit**

An employee who has worked for the Employer in a position not covered by this Agreement and who is transferred into a position covered by the Agreement shall retain their seniority when transferred.

**F. Notice of Layoffs**

On all major reductions in force, the Employer shall give notice to the Union in writing sixty (60) days in advance thereof, provided the Employer has such information sixty (60) days in advance, and immediately upon acquiring such information if it is less than sixty (60) days before the reduction. On individual layoffs, including those which are part of a major reduction in force, employees and the Union shall be given notice thirty (30) days in advance of the layoff date, where practical.

After such notice has been given, in the event the employee has elected severance, and obtains a position for which they must report earlier, the Employer will permit the employee to leave prior to the expiration of the notice, provided that the employee has given five (5) working days' notice to the Employer, with severance pay to be computed as of actual date of leaving. The Employer may assist the employee in obtaining another job through time off and in any other way feasible within the limitations of program needs.

**G. Bargaining Obligation**

When a position covered by this Agreement is eliminated for reasons of promotion, reclassification, reorganization, layoff or cutback, the Employer shall notify the Union and, upon request, the Employer will negotiate over impact on remaining employees in the classification or department, where applicable.

## **ARTICLE 18 -- TERMINATION (DISMISSALS, RESIGNATIONS, SEVERANCE, DISMISSAL PAY, AND RETIREMENT)**

### **A. General Provisions**

After the employee has completed probation, except for layoffs due to lack of funds or lack of work, dismissal shall be only for cause. The Union shall be notified of layoffs and dismissals at the same time as any notices being given to the affected employees. An employee unjustly dismissed may be entitled to reinstatement with back pay and other benefits accrued prior to and during dismissal, except as otherwise limited by the grievance procedure. When an employee is accused of dishonesty, insubordination, or malfeasance, the Employer can suspend said employee without pay for up to a thirty (30) day period, while conducting an investigation. If the charges are determined to be unfounded the employee shall be made whole, except as otherwise modified by an arbitrator's decision.

### **B. Dismissal Notice and Pay**

When an employee is dismissed for cause other than dishonesty, insubordination, malfeasance or substance abuse, the Employer shall give the employee two (2) weeks written notice (one (1) month for professionals) of dismissal or pay in lieu thereof. If the cause is substance abuse, the employee shall be entitled to a medical leave of absence (or, at the Employer's discretion, may be continued on the job) if the employee enters an approved employee assistance program. If the employee refuses to attend or does not successfully complete the program, or if after completion of the program the employee again engages in substance abuse, this is grounds for immediate dismissal without further notice.

### **C. Resignation Notice**

In cases of voluntary resignation, the Employer shall be entitled to one (1) month's notice from professional workers; and two (2) weeks' notice from clerical, maintenance and other workers, unless the employee has worked less than six (6) months in which case one (1) week's notice is sufficient.

### **D. Severance**

#### **1. General Severance Provisions**

Except as provided in the next paragraph, no severance pay shall be paid in any case to employees who qualify for benefits under the Employer's disability insurance program. There shall be no severance pay for employees who retire or are eligible for normal retirement under the Employer's retirement program, for employees who voluntarily terminate their employment, for employees who do not complete their probationary period, for employees dismissed for cause or for time-limited employees, except as provided in D.2. below. Where termination is by mutual agreement, employees shall receive severance pay. Termination by mutual agreement as used herein refers only to resignations requested by the Employer and acceded to by the employee.

Severance pay, in accordance with the applicable normal severance schedule shall be payable to any employee with more than two (2) years tenure who shall be forced to leave the service of the Employer as a result of a permanent and total disability which is defined

as physical or mental illness which totally and permanently incapacitates them for further service. The application for severance pay under these circumstances must be certified by a doctor selected by the Employer.

Severance pay will be in addition to paid notice as set forth in Article 17.F., Notice & Layoff.

## **2. Severance Pay for Time-Limited Employees**

Effective upon ratification all time-limited employees shall receive severance pay, if eligible, at the rate of pay received at the time of termination in accordance with the following schedule:

<b><u>Years of Employment</u></b>	<b><u>Weeks of Severance Pay</u></b>
After five (5) years	Two (2) weeks
After seven (7) years	Three (3) weeks
After nine (9) years	Four (4) weeks
After twelve (12) years	Six (6) weeks
After fifteen (15) years	Eight (8) weeks

Any JFS employee who was designated as time-limited prior to the effective date of this Agreement and any JFS employee hired after the effective date of this Agreement who is designated as time-limited shall, for all purposes, be regarded as time-limited and any claim to the contrary by the employee or the Union shall be deemed null and void.

### **E. Vacation Pay Upon Termination**

At time of termination, employees shall be entitled to accumulated vacation pay upon a prorated basis for all vacation time to which they are entitled in accordance with Article 26.E.

### **F. Unused Sick Leave at Termination**

At retirement or termination, except termination for cause, employees eligible to receive and applying for Employer pension benefits within sixty (60) days shall be paid for one half (½) of their accumulated sick leave.

## **ARTICLE 19 -- HOURS AND OVERTIME**

### **A. Regular Time/Overtime**

#### **1. Regular Work Week**

The basic workweek for all employees shall be thirty-seven and one-half (37-½) hours.

For timekeeping purposes, the JFS work week is the seven (7) day period beginning at 12:01 a.m. each Monday and ending the following Sunday at midnight. The JFS workday is the twenty-four (24) hour period beginning at 12:01 a.m. and ending at midnight.

## 2. Overtime

- a. Overtime may only be worked with the prior approval of management. The overtime provisions of this Agreement do not apply to Exempt Licensed Clinical Social Workers/Clinicians & Licensed Marriage & Family Therapists/Clinicians and Registered Nurses.
- b. All time worked beyond seven and three-quarters ( $7\frac{3}{4}$ ) hours per day and thirty-seven and one-half hours ( $37\frac{1}{2}$ ) per week, shall be considered overtime, except that time lost during the workday, shall be applied against approved overtime or deducted from earned salary. Notwithstanding the foregoing, there are some positions which have a regular work schedule of five (5) seven-and-one-half-hour ( $7\frac{1}{2}$ ) days, including drivers in the Transportation and Nutrition programs and cooks in the Hirsh Kosher Kitchen. In such situations, employees shall receive overtime pay for time worked beyond seven and one-half hours ( $7\frac{1}{2}$ ) in a day for as long as the employee shall continue working in a position which is normally scheduled to have five (5) seven-and-one-half-hour ( $7\frac{1}{2}$ ) days. Overtime approved by the Employer shall be compensated for in accordance with the following schedule:
  - (i) Non-Exempt Professional Workers: Time-and-one-half the regular rate of pay.
  - (ii) All Other Non-Exempt Employees: Time-and-one-half the regular rate of pay.
- c. Non-Exempt employees required to work on a Sunday which is not regularly scheduled as a working day for the employee shall be paid double time for all hours worked.
- d. Notwithstanding the definition of “workweek” and “workday” outlined in paragraph (A)(1) of this Article, with regard to overnight shifts of residential counselors at JFS Hope North, Hope South, and Hope Transitional domestic violence shelters (“Overnight Shifts”), the parties agree that all employees working Overnight Shifts may work up to sixteen and one-half ( $16\frac{1}{2}$ ) hour shifts without incurring overtime after 7.75 consecutive hours of work that would otherwise be due pursuant to paragraph (A)(2)(b) of this Article or Labor Code Section 510. Instead, employees working Overnight Shifts will receive a regular rate of pay of no less than thirty percent (30%) more than the state minimum wage (“Regular Rate”) and, in addition to this Regular Rate, \$3.50 per hour premium pay for all work time incurred 7.75 consecutive work hours after they first clock in.
- e. Notwithstanding the contents of paragraph A(2)(d) of this Article, employees who work Overnight Shifts shall be paid overtime at the rate of one and a half times ( $1\frac{1}{2}$ ) their Regular Rate for all work time incurred following more than forty (40) hours in a workweek.
- f. Guaranteed minimum call for special unscheduled work shall be four (4) hours' pay at the employee's rate of pay, computed in accordance with other provisions of this Article.

### **3. Shift Differential**

Employees shall be entitled to a six percent (6%) shift differential for shifts that are regularly scheduled to start between 6:00 p.m. and 7:00 a.m. Mondays through Fridays. Effective August 1, 2013, no shift differential shall be paid for work on Saturday, Sunday, and holidays. Any employee, who, as of December 31, 2002, is receiving a shift differential for hours worked between the hours of 6:00 p.m. and 8:00 a.m., shall continue to receive such differential.

### **4. Alternative Work Week Schedule**

- a.** The Employer may, with thirty (30) days' advance notice to the Union and the affected employees, at its discretion, offer non-exempt individual employees on the basis of seniority unless a business necessity requires otherwise or all non-exempt employees in an identifiable Employer program, department, location and/or job classification the option of working a four (4) day workweek, known as an "alternative workweek schedule," so long as such employees are covered by this Agreement and are at least eighteen (18) years of age. Employees shall have up to ten (10) workdays to decide upon any option offered.
- b.** An employee may decline an alternative workweek schedule assignment and continue to work their regularly scheduled five (5) day workweek. In the event of a lateral transfer or an employee bumping an employee working an Alternative Workweek Schedule, the bumping or transferring employee shall have the option to work the Alternative Workweek Schedule or a regular (5) five-day workweek schedule.
- c.** The Employer, with thirty (30) days' advance notice to the Union and the affected employees, may reassign any employee working a four (4) day alternative workweek schedule to a five (5) day regular workweek schedule of not more than thirty-seven and one-half (37-½) hours per week. Under such circumstances, reassignment shall be by seniority unless a business necessity requires otherwise.
- d.** The standard workweek for an employee working pursuant to an alternative workweek schedule shall be comprised of a fixed schedule of either four (4) days a week at eight and a half (8-½) hours per day or four (4) days a week at nine and a quarter (9-¼) hours per day, but never a combination of the aforementioned options.
- e.** Overtime hours for employees working pursuant to an alternative workweek schedule may only be worked with the prior approval of management.
- f.** Employees working an alternative workweek schedule shall incur daily overtime wages in accordance with the following and not pursuant to Article 19.A.3. above:
  - (i)** Employees working an alternative workweek schedule of eight and a half (8-½) hours per day shall be eligible for overtime pay for all time worked in excess of eight and a half (8-½) hours per day and thirty-four (34) hours per week.

- (ii) Employees working an alternative workweek schedule of nine and a quarter (9- $\frac{1}{4}$ ) hours per day shall be eligible for overtime pay for all time worked in excess of nine and a quarter (9- $\frac{1}{4}$ ) hours per day and thirty-seven (37) hours per week.
- g. Alternative workweek schedule overtime hours approved by the Employer shall be compensated at time-and-one-half the regular rate of pay.
- h. With respect to employees assigned to alternative workweek schedules, this paragraph 5 shall supersede any conflicting provisions of Article 19.A. paragraphs 1 through 4.
- i. Nothing herein shall be deemed to diminish or compromise the Employer's rights under Article 6, Paragraph B above.

***B. Exempt Employees***

Licensed Clinical Social Workers (LCSW) and Licensed Marriage & Family Therapist / Clinicians (LMFT), Masters Level Social Workers / Clinicians (MSW), Masters Level Family Therapist / Clinicians (MFT) and Registered Nurses (RN) will be classified as Exempt employees under state and federal law. Such employees will be exempt from the overtime provisions of the agreement.

The reclassification of Licensed Clinical Social Workers / Licensed Marriage & Family Therapist / Clinicians, Masters Level Social Workers / Clinicians (MSW), Masters Level Family Therapist / Clinicians (MFT) and Registered Nurses (RN) as Exempt is not anticipated to change performance / client ratios or standards as these minimum ratios or standards are based upon contracts with the various organizations that provide funding for the Employers' programs and/or best practices in the industry. If the terms of such contracts are modified in a manner that affects the required minimum performance ratios or standards the Employer will provide reasonable notice to the union to meet and confer regarding the effects of such changes on bargaining unit employees.

1. To comply with the California Minimum Salary for Employees regulations, part-time Licensed Clinicians (LCSW), Licensed Marriage and Family Therapists (LMFT), Master Level Social Workers / Clinicians (MSW), Master Level Therapists / Clinicians (MFT) and Registered Nurses (RN) will be reclassified from salaried exempt employees to hourly non-exempt employees.
2. Part-time employees will be considered hourly, non-exempt employees and will be subject to all Hours and Overtime provisions outlined in Article 19.
3. Part-time employees, in this category, will make no less than the hourly rate equivalent of the salaried minimum wage requirement for those full-time employees with the same job title.

## **C. General Provisions**

### **1. Meal Allowance**

When overtime is required to be worked and is worked, for at least two (2) hours and is concluded after 7:00 p.m., employees shall be eligible to receive a dinner allowance. Exempt employees shall be eligible to receive a dinner allowance after eight (8) hours work if work is concluded after 7:00 p.m. For overtime worked other than on a regular workday, employees shall be eligible to be reimbursed for meals as follows: a lunch allowance if work is from before 11:00 a.m. to after 1:00 p.m.; a dinner allowance if work is concluded after 7:00 p.m. When overtime is worked in a place other than the regular office after regular office hours, dinner money shall be paid to that employee except in the case where dinner is provided. Employees must submit a vendor meal receipt to their supervisor in order to receive reimbursement. Employees who are working at a JFSLA site at the time overtime is worked are not eligible for meal allowance reimbursement, as long as JFSLA provides a meal.

The meal allowance shall be up to \$20.00 for breakfast, up to \$25.00 for lunch and up to \$25.00 for dinner.

### **2. Mileage**

When an employee is required to use their own personal vehicle for purposes as directed by the Employer., the 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 an employee residence and their regular work location as defined by the Internal Revenue Code. Employees will be reimbursed for mileage for commuting on behalf of the Employer between an employee's residence and a work assignment, which is not their regular work location, minus mileage between the employee's residence and employee's regular work location. Employees who are directed to work at multiple locations, except for those hired to work at multiple locations, shall be eligible for mileage for the excess distance between their regular work locations and other work locations. Documentation and request for payment will be in accordance with each 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 same may be amended, and/or any successor law, and upon request furnish proof of compliance to the Employer.

### **3. Call Back Pay**

Employees shall be guaranteed a minimum call of four (4) paid hours when called upon to work on a day outside of the regular workweek; in such cases, when required, the employees shall report for work the hours thus guaranteed.

#### **4. Short Turn Around**

If less than eight (8) hours are given off between work shifts, all hourly paid employees covered by this Agreement shall be paid at the rate of time-and-one-half for those hours worked that are less than eight (8) between such shifts.

#### **5. No Excessive Hours**

No employee covered by this agreement shall be required to work excessive hours on an ongoing basis.

#### **6. Keeping Accurate Time Sheets**

All 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. Any employee who fails to accurately report their time pursuant to this policy will be subject to discipline.

#### **7. On-Duty Meals**

Employees working at any residential shelter operated by the Employer who work an overnight shift, pursuant to Paragraph 3(d) above, or a weekend shift, shall be entitled to an on-the-job meal period that shall be paid for by the Employer and shall sign an On-Duty Meal Agreement to such effect.

#### **8. Hybrid Telework**

Jewish Family Service of Los Angeles may provide, when appropriate, a telework hybrid option for Employer assigned employees to be able to work remotely and JFS offices, as determined by the needs of the business and at the sole discretion of the Employer.

### **ARTICLE 20 -- SUB-CONTRACTING**

The Employer shall have the right to sub-contract bargaining unit work under the following conditions.

1. No current regular full-time or part-time bargaining unit employee shall be laid off as a result of sub-contracting.
2. The Union will be notified of any sub-contract when a final decision is made by the Employer.

In determining the independent contractor status of a person or entity, all relevant substantive law as well as IRS regulations shall be germane.

## **ARTICLE 21 -- GRIEVANCE AND ARBITRATION PROCEDURES**

### **A. Definition**

A Grievance shall be defined as any dispute concerning wages, hours or working conditions or their application or interpretation. However, only questions of the application or interpretation of specific provisions of this Agreement shall be subject to the arbitration provisions hereof.

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 the following disciplinary action: demotion, disciplinary transfer, suspension or termination. Such discipline will be for cause and is subject to grievance and arbitration. Any grievance filed because of such disciplinary action shall be deemed to also include a grievance over all documents used in support of such action.

### **B. Union Representation**

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. 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.

### **C. Informal Discussions**

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.

### **D. 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 employee knew or reasonably should have known of the occurrence which gave rise to the dispute, or the grievance shall be null and void.
2. The Employer's designated representative shall serve as the recipient for all formal grievances filed by that Employer's employees or by the Union. The Union and the employees shall be provided with the name of each Employer's designated management representative whenever changes are made.
3. Within ten (10) working days of receipt of the grievance, the person(s) designated by the Employer shall meet with the grievant and/or the union steward to discuss the grievance. If the grievance is not settled at that time, the Employer's designee shall provide a response to the grievance in writing within five (5) working days. Depending on availability and the nature of the grievance, the Employer's designated representative for Step II shall be a different person than for Step I, so long as circumstances permit.

## **Step II**

1. If the employee or union is not satisfied with the response in Step I and wishes to pursue the grievance further they may appeal the decision in writing to the Employer's designated representative within five (5) working days from receipt of the Step I response. Within ten (10) working days the union through its designated representative shall meet with the Employer's designated representative. The Employer shall respond within five (5) working days.
2. The Union may, in writing, request arbitration within fifteen (15) working days of receipt of the decision rendered by the Employer's designee.

### **E. Arbitration**

1. Within ten (10) working days of the Employer's receipt of the Union's request to proceed to arbitration, the Union and the Employer's designated representatives will meet for purposes of selecting an arbitrator.
2. If the respective parties cannot mutually agree upon the selection of an arbitrator, they will request a list of five (5) arbitrators from the American Arbitration Association. Upon receipt of the list of five (5) 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.
3. 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.
4. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement.
5. The fees of the arbitrator shall be borne equally by the parties.
6. At any time prior to the arbitration, the parties may agree to refer the matter to a non-binding mediator. Selection of the mediator shall be by mutual consent of the parties. The fees of the mediator shall be borne equally by the parties. Consent and/or participation in the mediation process shall not negate or limit either party's rights to arbitration, except as otherwise limited by this Agreement. No offer made or considered, or discussions had at mediation shall be allowable as evidence at any later arbitration of the same matter.

### **F. General Provisions**

1. The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. 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.

2. Any time limit contained in this Article may be extended only by written, mutual agreement of the Union and the Employer.
3. Related grievances may be consolidated at the request of either party.
4. Grievance meetings provided for herein shall be joint meetings at which both the grievant and the Employer's designated management representative shall be present.
5. Both parties shall have access to the grievance and arbitration procedure.
6. Fifteen (15) 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 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.

### **G. Progressive Discipline**

The Employer believes in the principle of progressive discipline, as outlined in Article 21.G, except when the situation warrants immediate action, including termination.

Except in situations where immediate action, including termination, is warranted, before any disciplinary action is taken, employees shall be advised of what is expected of them and the potential consequences if the employee does not conform. The disciplinary action shall reflect the nature of the employment infraction, conduct, or job performance involved.

This provision in no manner mandates a system of oral warning, written warning, and suspension prior to termination. In all terminations, the contractual standard of "for cause" shall control.

#### **1. Letter of Warning**

A written notice to an employee reflecting the need to correct some aspect of their work performance or conduct. A Letter of Warning will be considered as disciplinary in nature. This is an intermediate step prior to notification that discipline may be imposed.

#### **2. Letter of Reprimand**

A written notice to an employee reflecting the need to correct their work performance, or conduct, and indicating that failure to correct the performance or conduct could result in a disciplinary action up to and including discharge. A Letter of Reprimand is disciplinary in nature.

#### **3. Notice of Discharge for Cause**

A written notice to an employee that they have been terminated for cause, i.e. unsatisfactory work performance or unacceptable conduct.

## **PART TWO: WAGES AND BENEFITS**

### **ARTICLE 22 -- WAGES**

**A.** Each employee's wages/salary and the minimum and maximum contract salary/hourly rate shall be increased as follows:

4.0% upon ratification/approval of this Agreement retroactive increases effective July 1, 2025

3.0% effective July 1, 2026

3.0% effective July 1, 2027

- 1.** No employee shall have a right to be paid more than the maximum for their rate range, provided that it is understood that the Employer, at their discretion, may advance increments or pay a salary beyond the maximum in Article 22, Wages and Exhibit A and B, Salary Ranges.
- 2.** The minimum hourly rate shall be no less than or equal to the City of Los Angeles, City of West Hollywood, and/or State of California Minimum Wage Ordinances, whichever is higher.
- 3.** Exempt employee salary shall be paid no less than twice the State of California Minimum Wage.

**B.** One-time Bonus to be paid out on first pay period of September 2025.

- 1.** \$1,200.00 for full-time Employees
- 2.** \$600.00 for part-time Employees (Anyone working less than 27.5 hours per week.)

Criteria for Bonus –

- a.** Full-time Employees employed for 6 months or longer – \$1,200.00
- b.** Full-time Employees employed 3 to 6 months – \$600.00
- c.** Part-time Employees employed for 6 months or longer - \$600.00 (Part-time is considered any union employees who work less than 27.50 hours per week.)
- d.** Part-time Employees employed for 3 to 6 months - \$300.00 (Part-time is considered any union employees who work less than 27.50 hours per week.)
- e.** Anyone employed less than 3 months, effective 8/31/2025, will not be eligible for a bonus.
- f.** Must be employed through 8/31/2025, to receive bonus.

No employee shall have their salary reduced as a result of the signing of this Agreement.

**ARTICLE 23 -- WAGE DIFFERENTIAL/WORKING OUT OF CLASSIFICATION AND BILINGUAL BONUS**

**A. Working Out of Classification**

No employee shall suffer a reduction in rate of pay as a result of temporary assignment to a lower-rated job.

An employee temporarily assigned to work in a higher classification shall be paid ten percent (10%), provided the employee works the equivalent of three (3) full days in any calendar week, or any three (3) consecutive full days in the higher classification.

**B. Bilingual Bonus**

Any job description which lists a preference for another language and requires the employee to use their bilingual skills on a continuing basis averaging at least ten (10) percent of the time, employees shall be eligible to receive a bi-weekly stipend of 20.00 per pay period, effective July 1, 2025. (The equivalent of \$520.00 annually.) An employee must have successfully completed their 4 month introductory period.

**ARTICLE 24 -- INSURANCE**

**A. Hospital and Medical Insurance**

1. All eligible employees who desire hospital and medical insurance shall be covered by the Employer upon the first day of the month following the completion of thirty (30) days of employment. The Employer reserves the right to select new carrier(s) provided that the benefits, service copay, and prescription copay costs are substantially similar to the current carrier.
2. The monthly cap that the employer shall be required to pay for Hospital and Medical Insurance shall be increased. The monthly employer-paid cap shall increase to \$961.10 on July 1, 2025, and 5% (to \$1,009.16) on July 1, 2026, and 5% (to \$1,059.62) on July 1, 2027.
3. 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.
4. When an employee is terminated, the Employer shall ensure that the employee's medical, dental and vision coverage is extended through the last day of the month of termination. Effective the first of the month after termination of employment, the employee will be eligible to enroll in COBRA. The cost of coverage for members of the employee's family

including domestic partner will be assumed entirely by the employee. The Employer agrees that it shall not cause a reduction in overall benefits under the Plan and further agrees to give the Union as much advance notice as is reasonably practical before changing insurance carriers or making any changes in benefits, and no such changes will be made except by mutual agreement of both parties, provided that, if the Employer Plan is terminated by the insurance carrier, the Union shall be given immediate notice thereof, and the parties shall meet to agree upon a new plan. If no agreement is reached, the Employer may select a new plan, which shall not have lesser overall benefits than the previous Employer Plan.

***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 dental coverage for the DHMO plan or any substitute DHMO Dental Plan and pay, at the employee's option, the same monthly amount for coverage in the Dental PPO Plan or substitute Dental PPO Plan. The cost of coverage for members of the employee's family including domestic partner will be assumed entirely by the employee. No change shall be made in the dental insurance plan except by mutual agreement of both parties, provided that, if the dental insurance is terminated by the insurance carrier, the other party shall be given immediate notice thereof, and the parties shall meet to agree upon a new plan. If no agreement is reached, the Employer may select a new plan which shall not have lesser overall benefits than any group plan made applicable to the Employer's non-Union employees.

***C. Long Term Disability Insurance***

All full-time and eligible part-time employees will be covered under a long term 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 current Plan.

***D. Life Insurance***

All full-time and eligible part-time employees will be covered for two and one-half (2-½) times their annual salary under a Life Insurance Plan beginning the month following their first year of employment. The Employer will pay the full cost of the Plan.

***E. Vision Insurance***

Employer shall fully pay for each eligible employee the current monthly cost and any increase during the term of this Agreement for vision coverage under the Vision program or any substitute vision program with substantially similar coverage and benefits which the Employer reserves the right to substitute for the Vision program. The cost of coverage for members of the employee's family, including domestic partner, will be assumed entirely by the employee.

## **ARTICLE 25 -- 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:

#### **Jewish Holidays**

Rosh Hashanah (2 days)  
Yom Kippur  
Succot (2 days)  
Shemini Atzeret  
Simchat Torah  
Pesach (1<sup>st</sup>, 2<sup>nd</sup>, and last 2 days)  
Shavuot (2 days)

#### **Legal Holidays**

New Year's Day  
Martin Luther King Day  
Cesar Chavez Day  
Memorial Day  
Juneteenth  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day

### **B. General Provisions**

Except as otherwise provided in this Article, when the foregoing holidays are worked and any other holidays granted by the Employer with pay are worked, the employee will be paid straight time plus time and one-half. Should an employee be required to work on a Sunday that is also a Jewish holiday under this Agreement, they shall receive straight time plus time and one-half. Employees hired after July 1, 2013, will be paid double-time for work on a holiday. Should an employee hired after July 1, 2013, be required to work on a Sunday that is also a Jewish holiday under this Agreement, they shall receive double-time.

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.

## **ARTICLE 26 - - 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. 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, that once 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 Allotment**

Except as otherwise provided for time-limited employees, the following paid vacation provisions became effective January 31, 1994. All vacation time earned up to December 31, 1993, shall not be forfeited.

**C. Vacation Accrual**

All full-time employees and part-time employees working a regular schedule of eighteen and three-fourths (18.75) hours per week or more are eligible to accrue vacation benefit hours. Vacation hours begin to accrue from the date employee becomes a member of the bargaining unit.

Vacation hours accrue and are credited each pay period based upon actual hours worked, furlough hours taken, and scheduled hours paid when the employee is using vacation, sick, personal or holiday time. The following schedules reflect annual full-time accrual rates. Vacation hours for less than full-time work (or pay) are earned on a pro-rata basis.

The below term "After" is defined to mean at end of anniversary year employee was eligible to accrue total amount of hours for the said year and following years.

**1. Employees hired prior to February 1, 1994**

All support staff with fifteen (15) years or more and all professional staff with five (5) years or more of employment shall continue to receive their current annual vacation accrual of one-hundred and sixty-five (165) hours per year.

All other staff hired prior to February 1, 1994, shall earn vacation accrual on the following schedule, until they reach the next plateau listed under the schedule for employees hired after February 1, 1994, after which they begin earning at the rate in effect for staff hired after February 1, 1994, as listed in C.2. below:

**PROFESSIONAL:**

After 1 year = 112.5 hours  
After 2 years = 150 hours  
After 5 years = 165 hours  
After 20 years = 172.5 hours  
After 25 years = 187.5 hours

**SUPPORT:**

After 1 year = 75 hours  
After 3 years = 112.5 hours  
After 5 years = 120 hours  
After 10 years = 150 hours  
After 15 years = 165 hours  
After 20 years = 172.5 hours  
After 25 years = 187.5 hours

**2. Employees hired after February 1, 1994**

Staff hired after February 1, 1994, shall accrue vacation on the following schedule:

**PROFESSIONAL:**

After 1 year = 75 hours  
After 2 years = 112.5 hours  
After 5 years = 150 hours  
After 20 years = 172.5 hours  
After 25 years = 187.5 hours

**SUPPORT:**

After 1 year = 75 hours  
After 5 years = 112.5 hours  
After 10 years = 150 hours  
After 20 years = 172.5 hours  
After 25 years = 187.5 hours

**3. Employees hired after July 1, 2004**

Staff hired after July 1, 2004 shall accrue vacation on the following schedule:

**EXEMPT:**

After 1 year = 75 hours  
After 2 years = 112.5 hours  
After 5 years = 150 hours  
After 20 years = 172.5 hours  
After 25 years = 187.5 hours

**NON-EXEMPT**

After 1 year = 75 hours  
After 5 years = 112.5 hours  
After 10 years = 150 hours  
After 20 years = 172.5 hours  
After 25 years = 187.5 hours

**4. Employees hired after November 1, 2022, and current non-exempt employees**

Staff hired on and after November 1, 2022, and current non-exempt employees shall accrue vacation on the following schedule:

AS OF	UNTIL	Total YEARLY Accrual
DATE OF HIRE	24 MONTHS/2 YEARS	75.0 HOURS
24 MONTHS/2 YEAR AND ONE DAY	60 MONTHS/5 YEARS	112.5 HOURS
60 MONTHS/5 YEARS AD ONE DAY	240 MONTHS/20 YEARS	150.0 HOURS
240 MONTHS/20 YEARS AND ONE DAY	300 MONTHS/25 YEARS	172.5 HOURS
300 MONTHS/25 YEARS AND ONE DAY		187.5 HOURS

All vacation time earned up to 11/1/2022 shall not be forfeited.

A new employee will be eligible to use earned vacation hours after six (6) months of service; however, the Employer has the right to approve use of earned vacation hours within the first six (6) months at its discretion.

All earned and unused vacation hours will be paid out at the conclusion of employment.

**D. Holiday During Vacation**

If a paid holiday(s) occurs during an employee's vacation the day(s) will be paid as a holiday.

## **E. 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 forty-five (45) days in advance of the scheduled vacation date and employees shall be given at least a thirty (30) day notice of approval of their vacation time. Each 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.

### **2. Maximum Vacation Accrual**

Employee maximum vacation accrual shall be one hundred eighty-seven and a half (187.5) hours. Once the employee reaches their maximum accrual, they shall not accrue additional vacation until the vacation balance is reduced. No employee's current vacation balance shall be reduced as a result of the implementation of this maximum vacation accrual provision.

### **3. Vacation Accrual Notifications**

Each employee shall be given a bi-weekly statement on their paycheck of available accrued vacation time.

## **ARTICLE 27 -- SICK LEAVE**

### **A. All Employees**

1. Accrued sick leave shall be frozen as of February 1, 1994, for all current employees and current contract provisions shall remain applicable.
2. All full-time, part-time, and temporary employees working a regular schedule of eighteen and three-fourths (18.75) hours per week or more are eligible to earn sick leave benefits. Sick leave hours are earned and credited each pay period from the date of eligibility based on actual hours worked, furlough hours taken, and scheduled hours paid when the employee is using vacation, sick, personal, furlough or holiday time.
3. All eligible full-time employees earn ninety (90) hours of sick leave a year with a maximum accrual cap of two hundred and twenty-five (225) hours. Sick leave accrual is pro-rated for part-time employees. An employee may begin using accrued sick leave hours on the ninetieth (90<sup>th</sup>) day of employment. The Employer shall retain the discretion to grant use of available sick leave hours before the ninetieth (90<sup>th</sup>) day of employment.

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

If an employee becomes ill and does not have accumulated sick leave to cover all such absence and additional leave without pay is granted, the amount of pay lost by the employee shall be reimbursed to them after they return to work at the rate of one (1) day per month, charging each such day against sick leave, with any other sick leave earned during that month accruing to them as sick leave. Each employee shall receive annually an accounting of their accumulated sick leave time.

4. Each employee shall be given a statement bi-weekly of available sick leave, and personal leave.

## **B. Procedures**

### **1. Notification to Employer**

Employees must notify the Employer immediately or as soon as they are able about the need to take sick leave.

### **2. Sick Leave Pay/Use of Vacation Pay for Sick Leave**

Employees will be paid for scheduled hours from accumulated sick leave hours while unable to work due to illness or injury. If/when sick leave hours are exhausted, employees will be paid from vacation hours unless the leave is due to a pregnancy-related disability and the employee chooses not to use vacation hours.

### **3. State Disability Claims Under California Law**

Employees shall be required to make claims for disability benefits under the California Unemployment Insurance Code whenever applicable. If the employee has accumulated sick and/or vacation leave, they shall receive said pay from the Employer integrated with State Disability payments.

### **4. 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. A sick leave of absence must be requested if the period of illness extends beyond seven (7) calendar days. A doctor's note may be required for return from sick 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 18 on severance pay shall not apply.

### **5. Abuse of Sick Leave**

The Employer may require a doctor's note from any employee it believes is abusing sick leave.

### **6. 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.

#### **7. Illness During Vacation**

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

#### **8. Sick Leave, Family Illness and California Paid Family Leave**

- a. The Employer recognizes its duties and obligations under California Kin Care which allows employees to use a portion of their annual sick leave accrual to care for a sick family member, including a child, parent, and spouse, registered domestic partner, grandparent, grandchild, or sibling. The Employer agrees that employees may use up to forty-five (45) hours of accrued sick leave per calendar year (pro-rated for part-time employees) for this purpose. All conditions and restrictions placed by the Employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of their child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling.
- b. Employees shall be required to make claims for California Paid Family Leave whenever applicable. If the employee has accumulated sick and/or vacation leave they shall receive pay from the Employer integrated with Paid Family Leave.
- c. A leave of absence shall be requested if the period of absence extends beyond seven (7) calendar days.
- d. It is understood that when such a leave is applied for proof of illness and/or relationship may be required by the Employer.

#### **9. Employer Notification of Use of SDI and CPFL**

The Employer shall give notice informing employees of their right to State Disability Insurance and California Paid Family Leave Insurance at the time of hire and as required when leaving work due to illness, pregnancy and/or the need to provide care for any sick or injured family member or new child who is unable to care for themselves.

#### **C. Personal Leave**

Full-time employees may use up to twenty-two and one-half (22-½) available sick leave hours per calendar year (pro-rated for part-time employees) for personal leave, provided they give reasonable advance notice. Such leave will be deducted from accumulated sick leave hours.

#### **D. Catastrophic Leave**

A catastrophic illness or injury is defined as a serious debilitating illness, injury, impairment, or physical or mental condition of the employee or the employee's family or household member which creates a financial hardship because the employee has exhausted all available accrued

leave, and is not, or not yet, eligible for temporary disability benefits or Paid Family Leave (PFL), requires an absence from work for a minimum of five business days, and that involves the following:

- A period of illness or injury or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- A period of illness or injury requiring absence of more than five business days from work, and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or
- A period of illness or injury (or treatment) due to a chronic serious health condition (e.g. heart disease, kidney disease, diabetes, epilepsy, etc.); or
- A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.); or
- An absence to receive multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition, i.e., cancer or kidney disease.

### **Recipient and Donor Eligibility and Qualifications**

All JFSLA employees who are eligible to accrue and use sick vacation time are eligible to participate in the Catastrophic Leave Sharing Program. All employees who meet the criteria may participate in the Program, including union employees to the extent provided in the applicable collective bargaining agreements. The Program is non-grievable and is not subject to any arbitration or complaint resolution policy applicable to any employee.

#### **A. The Donor (donating employee) must:**

- Be an employee of JFSLA;
- Has accrued sufficient sick or vacation leave to cover the amount of the donation to be made (leave may not be donated prior to accrual).
- Each donation by an eligible donor must be a minimum of 7.75 hours. Any additional donated hours must be in whole hour increments. The maximum that may be donated is 75 hours in a calendar year and can't exceed 50% of their leave balance at the time of donation.
- Donations will be made to the Catastrophic Leave Bank and not to a specific individual.
- Participation in the Catastrophic Leave Sharing Program is strictly voluntary.

#### **B. The Recipient (receiving employee) must:**

- Be an employee of JFSLA;
- Be in a position that accrues sick and vacation leave;
- Have exhausted all paid leave balances;
- Have a verified catastrophic illness or injury;
- Submit a written request to receive donations to Human Resources Department who has the sole discretion to grant or deny the request.

Donated time may be applied to the receiving employee's state disability or Paid waiting period up to the maximum of 412.5 hours. Recipients may not receive more than 412.5 hours of catastrophic leave in a rolling year.

## **Process for Requesting and Verifying a Catastrophic Leave**

### Requesting Donations

The potential recipient initiates the process by submitting a Catastrophic Leave Request Form to Human Resources to participate in the program. The Recipient Request Form may be completed by a family member or individual residing in the household if the employee is incapacitated.

### Verifying a Request

Human Resources will verify that a qualifying catastrophic leave exists and obtain appropriate documentation. Human Resources will verify that the intended recipient has exhausted, or will exhaust, all paid leave and determine the number of hours necessary for the remainder of the approved catastrophic leave. This includes determining the effective date of employee's state disability plans. Donations for a recipient will not exceed the maximum of 412.5 hours within a rolling twelve-month period.

## **Method for Solicitating and Donating Vacation Hours**

### Soliciting Hours

Once a need has been confirmed, Human Resources will solicit donations by sending out a request letter along with donor forms. The recipient will not be identified in the request letter. All donation forms should be submitted to Human Resources.

### Donations

The maximum that may be donated is 50% of the donor's sick or vacation balance or seventy-five hours in a calendar year, whichever is less.

## **Effect on Family and Medical Leave and California Family Rights**

Participation in the Catastrophic Leave Program does not affect a recipient employee's right to Family and Medical Leave (FMLA) and/or leave under the California Family Rights Act (CFRA). Time paid through this program will be charged as FMLA or CFRA to the recipient employee as long as the employee meets the eligibility requirements (i.e., having worked at least 1,250 hours during the last twelve (12) months), and the leave has been designated as FMLA or CFRA.

## **ARTICLE 28 -- LEAVES OF ABSENCE**

### **A. California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA)**

The Employer recognizes its duties and obligations under the FMLA and CFRA. The parties agree that the Employer shall comply with the California Family Rights Act of 1991 (CFRA) and the Family Medical Leave Act of 1993 (FMLA) as long as such law(s) are in effect and applicable to the Employer signatory to this Agreement.

The following are reasons that would entitle an employee to a family care or medical leave:

1. Leave for reason of the birth of a child of the employee;
2. Leave for reason of the placement of a child with the employee in connection with the adoption or foster care of a child;
3. Leave to care for a child of any age of the employee or the employee's registered domestic partner who has a serious health condition;
4. Leave to care for a parent, parent-in-law (parent of a spouse or domestic partner), grandparent, grandchild, sibling, spouse, registered domestic partner, or "designated person" who has a serious health condition;
5. Leave because of a serious health condition of the employee which prevents the employee from performing the essential functions of their position; and
6. Leave because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent in the United States Armed Forces.

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

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

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

1. All leaves of absence taken by employees under Article 28 (Leaves of Absence) and/or Article 27 (Sick Leave) of this Agreement which would qualify an employee as eligible for leave under either the CFRA or the FMLA, or both, shall run concurrently with such CFRA and/or FMLA leave and employees eligible for leave under either the CFRA and/or the FMLA shall be defined to have elected leave under either or both of these Acts and such leaves shall be considered as leaves under the CFRA and/or FMLA for the purpose of calculating an employee's entitlement to additional leave under either the CFRA or FMLA, or both.
2. Any employee who is granted a leave under either CFRA or FMLA or both for the serious health condition of the employee must utilize any accumulated sick leave hours and then vacation hours during the leave, unless the leave is due to a pregnancy-related disability and the employee chooses not to use vacation time. An employee who is granted a leave

under either CFRA or FMLA for any other reason must utilize accrued vacation hours during the period of said leave. Any portion of a leave that occurs after paid time off benefits have been exhausted shall be without pay.

3. No benefits, other than seniority, shall accrue during any leave. Vacation and sick leave hours shall continue to accumulate during paid leave.
4. The above summary of CFRA and FMLA is not intended to abridge any statutory rights under said acts.

## **B. Extended Leave (Including Medical)**

### **1. All Employees**

For good cause shown, including but not limited to medical reasons, maternity, paternity, and adoption (preschool age children), and within a twelve (12) month period, employees shall be entitled to extended leave without loss of seniority on the following basis:

- a. Those with six (6) months to one (1) year employment shall be entitled to three (3) months extended leave, including any paid sick leave to which they are entitled.
- b. Those with one (1) year to three (3) years employment shall be entitled to six (6) months extended leave, including any paid sick leave to which they are entitled.
- c. Those with three (3) years of employment or more shall be entitled to one (1) year extended leave, including any paid sick leave to which they are entitled
- d. An employee who takes extended leave for twelve (12) continuous months must be employed for twelve (12) months before becoming entitled to any additional extended leave.

### **2. General Provisions**

The paid sick leave provisions referenced above apply when the extended leave is taken due to medical inability to work.

When an employee returns from an extended leave, they shall return at the pay rate they were receiving at the time such leave commenced plus any general wage increases that were given during the time of this extended leave. However, an employee must give at least one (1) week notice to the Employer prior to returning from any extended leave. If the employee is on extended leave for medical reasons with the supervision of a physician, and the physician authorizes return to work less than five (5) work days, and without restrictions or limitations requiring the reasonable accommodations process, then the employee must give at least one (1) day notice to the Employer prior to returning from their extended leave.

Any employee that continues to be disabled after the end of an extended leave, shall be reasonably accommodated by a further extension of the leave. The Employee shall receive notice of continuation of health insurance through Consolidated Omnibus Budget Reconciliation Act (COBRA). It shall be the Employee's sole responsibility to make any such

COBRA premium payment. The Employee must submit a doctor's note stating the length of leave required after the end of an extended leave. The Employee's position is not required to be kept open after the end of an extended leave. The Employee shall be placed on a preferential hiring list and offered the next position for which the Employee is qualified. The Employee must notify the Employer of their desire to return to employment once a month in writing. If an Employee fails to notify the Employer for three (3) consecutive months, the Employee will be deemed to have voluntarily resigned.

During the time an employee is on extended leave, the Employer shall make no contributions on their behalf, except that, the Employer shall continue to pay medical insurance premiums for employees while they are on an extended leave for valid medical reasons up to a maximum of four (4) monthly payments starting from the time the leave commences.

An extended leave may be further extended beyond the time limits set forth above only upon mutual agreement of the Employer and the employee involved.

When an extended leave is granted for maternity reasons, the leave shall commence on the date requested by the employee, but in no event later than the date designated by their physician.

**C. Bereavement Leave**

A leave of absence without loss of pay of five (5) calendar days exclusive of the employee's Sabbath or other religious holidays which extend the bereavement period shall be granted in the event of a death in the immediate family (parent, spouse, domestic partner, child, brother, sister, grandparent, grandchild, in-laws or step-relatives, or household member as well as equivalent relatives of a domestic partner). Such leave may be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

**D. Military Leave**

A leave of absence without pay shall be granted to any employee who enters the military service of the United States. Upon return from such leave, the employee shall be entitled to all benefits provided by law.

**E. Union Business Leave**

A leave of absence for a reasonable period of time for Union activity shall be granted to an employee upon the request of the Union, provided that no more than one (1) person at a time in each work site covered by this Agreement shall be granted such leave.

**F. Mutual Benefit Leave**

The Employer may, at its discretion, grant a leave which the parties jointly agree is for the mutual benefit of the Employer and the employee involved. When such mutual benefit leave is granted, seniority shall continue during the term of the leave and the employee shall return to work at the wage scale which they would have been receiving had no leave been taken. The Employer,

however, shall not make any contributions on behalf of the employee while the employee is on such leave.

**G. Discretionary Leave**

The Employer may, at its sole discretion, grant a leave of absence or time off for other proper reasons.

**H. Educational (Sabbatical) Leave**

After ten (10) years of service employees shall be eligible for leave for job-related studies during which time the employee's position will be held open for their return in accordance with the leaves of absence provisions of this Agreement.

If the employee remains on the job for two (2) years after completing the sabbatical, the employee shall be reimbursed in whole or in part for tuition incurred during the educational leave in accordance with the last paragraph of this section, provided the course of study is completed satisfactorily.

A joint committee will be established consisting of three (3) members – one (1) Union, one (1) Management, and one (1) lay person designated by the appropriate Personnel Committee -- to determine in advance eligibility for this leave, taking into account the operational needs of the Employer, and the extent to which there shall be tuition reimbursement.

**I. Conference and Institute Leave**

Time off with pay may be allowed for attendance at conferences and institutes. At least partial expenses should be provided by the Employer. Half time off with pay may be allowed at the discretion of the Employer to enable an employee to attend courses. This Section shall be equitably administered within classifications covered by this Agreement. Where the Employer requires attendance at any conference, institute or course, full expense shall be paid by the Employer.

**ARTICLE 29 – PENSION**

**A. Defined Benefit Plan**

Employees hired on or before December 31, 2005, shall be required to join the Federation Council Basic Pension Plan (Defined Benefit Plan) at the time they become eligible therefore and shall be entitled to the benefits thereunder. The Employer shall contribute to the plan as actuarially required.

The current benefit formula of one and a half percent (1.5%) of Average Monthly Salary multiplied by Years of Benefit Service as set forth in the terms and provisions of the Federation Council Basic Pension Plan shall not be reduced during the term of this Agreement for this Employer's JFS bargaining unit employees.

Qualifying employees hired on or after January 1, 2006, shall be enrolled in the Employer's Defined Contribution Pension Plan, administered by the Jewish Federation Council, with the following features:

- five percent (5%) annual contribution;
- three (3) year vesting;
- payment options at the employee's choice of either a lump sum or, at normal retirement, a monthly annuity consistent with IRS tax qualification requirements and regulations.

A qualifying employee shall be any employee working at least one thousand (1,000) hours in a plan year.

The Union shall be notified of, and can participate in, all Pension Committee meetings, but shall not be entitled to vote.

**B. 401K Plan Fees**

Jewish Family Service of Los Angeles ("JFSLA") maintains a 401K Employee Retirement Plan (the "Plan") managed by Fidelity Management Trust Company. Since Plan inception in January 2018, JFSLA has been paying fees associated with each individual's assets under management in the Plan, including for current bargaining unit and non-bargaining unit employees and retired individuals.

Each Plan participant is to pay the fees associated with management of their assets. Such fees shall be deducted by Fidelity from a participant's assets under management in the Plan and shall not be greater than one percent (1%) per quarter of a participant's assets under management in the Plan.

**ARTICLE 30 -- 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 31 -- LICENSING/STAFF DEVELOPMENT**

A. 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, including Commercial Drivers Licenses, and will grant time off with pay to attend such courses and medical visits 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.

B. Licensed Clinical Social Workers/Clinicians ("LCSW") and Licensed Marriage & Family Therapist/Clinicians ("LMFT") and Registered Nurses ("RN") employed by Jewish Family Service.

Jewish Family Service will reimburse employee who are LCSW's, LMFT's, and RN's for their licensing fee. Employees who are registered interns will be responsible for paying their own registration fees. LCSW's , LMFT's and RN's will be responsible for paying for their own classes taken to retain their licenses if such classes are taken outside of those offered by Jewish Family Service. Such outside classes are to be taken on the employee's own time.

### **ARTICLE 32 -- REST PERIODS**

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

Under California's wage and hour law, all non-exempt employees are entitled to a thirty (30) minute lunch or meal break if they work more than five (5) hours in a day. The meal break must be provided within the first five (5) hours of the workday. Employees who work more than ten (10) hours during a day are entitled to a second thirty (30) minute meal break. If the work period is no more than six (6) hours, the meal period may be waived by mutual consent of the employee and JFS by signing a Meal Period Waiver Form.

California law also requires rest breaks for non-exempt employees who work three-and-a-half (3-½) or more hours in a day. Workers are entitled to ten (10) minutes of rest period for each four (4) hours, or a substantial fraction thereof, that they work in a day. To the extent possible, these breaks are to be taken in the middle of each four (4) hour period.

- B. At residential sites where employees are allowed to sleep while working an overnight shift, JFS will furnish and maintain a bed frame, mattress, two (2) standard pillows. If there is a folded bed, a foam mattress cover will also be supplied.

### **ARTICLE 33 -- CAFETERIA BENEFITS**

The current Section 125 Plan shall remain in effect for the duration of this Agreement.

### **ARTICLE 34 -- JURY PAY**

When an employee is called for jury duty, the employee shall receive full pay for up to seven (7) working days. Employee keeps jury pay received from the Government. Employees must notify the Employer promptly (i.e., within three (3) working days after receipt of notice) when they are called for jury service in order to give the Employer an opportunity to have the employee's dates of jury service revised so as to least interfere with the Employer's operations. If the employee fails to give the Employer prompt notice that they were called for jury service, the employee shall not be entitled to jury pay under this provision. If the employee fails to give the 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 35 -- ON CALL ASSIGNMENT PAY:**

- A. Licensed Clinical Staff, who work in programs that require on call staff would be required to participate in a scheduled rotation for after-hours emergency calls. Employees working the after-hours schedule shall receive a \$100.00 stipend for the week in which they are on call.

### **ARTICLE 36 -- CELL PHONE AND INTERNET USAGE:**

- A. Reimbursement of \$30.00 per month is available to employees whose duties require out of the office business and who use their personal cell phones to perform work in the month for which reimbursement is sought.
- B. Reimbursement of \$40.00 per month is available to employees whose duties require out of the office and teleworking business and who use their home internet to perform work in the month for which reimbursement is sought.
  - 1. C. Employees are not eligible for this reimbursement, for the following reasons – If an employee has been assigned an agency phone and hot spot. Cell phones are a tool for employees to use in the performance of their duties. Therefore, if employees are provided with cell phones, the cell phone may be updated as necessary
  - 2. If an employee's duties do not require them to telework or work out of the office.

### **ARTICLE 37 -- LABOR MANAGEMENT COMMITTEE:**

- A. There shall be a Labor / Management Committee (Committee) comprised of three (3) bargaining unit employees and three (3) representatives designated to represent the Employer. The Committee shall meet three times per year or as otherwise needed during working hours.
- B. The agenda, areas of concern, and operating structure for the Committee shall be determined by the Committee. However, the Committee shall not discuss grievances, individual personnel decisions, modifications to this Agreement, or other items historically negotiated between the Employer and the Union.
- C. The Committee shall function in an advisory capacity to the organization. The Committee's purpose shall be to foster improved communication between the Employer and its employees, improve services provided by the Employer to its clients, and discuss matters of mutual concern to the Employer and its employees.

### **ARTICLE 38 -- 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 39 -- DURATION**

#### **A. Terms of Agreement**

This Agreement shall be effective July 1, 2025, through June 30, 2028. This Agreement shall remain in full force and effect through June 30, 2028 and shall annually be renewed automatically unless either Party gives at least one hundred and twenty (120) days written notice to the other

Party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

If there is such notice provided, then the Parties agree to begin negotiations for a Successor Collective Bargaining Agreement no later than ninety (90) calendar days prior to expiration of the current Agreement, and to meet with reasonable frequency at reasonable dates and times adequate to reaching tentative agreement prior to the expiration of the Agreement.

Both Parties shall present their complete initial proposals no later than sixty (60) days prior to expiration of the Agreement, and the Employer shall promptly respond to all information requests as required by law.

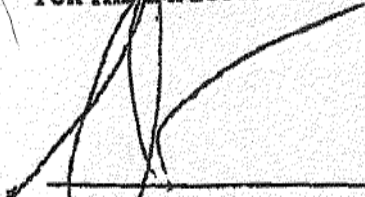
In the event the Employer fails to meet its obligations under the time limits specified above, this Agreement shall be extended accordingly, by the same duration as the delay in the negotiation process.

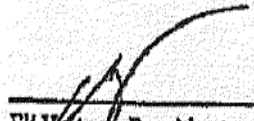
## **B. Modification**

If during its term, the parties hereto shall mutually agree to modify, amend, or alter the provisions of this Agreement in any respect, any such changes will be effective only, if and when reduced to writing and approved by the authorized representatives of the Employer and the Union. Any such changes validly made shall become a part of this Agreement and subject to its term and automatic renewal or termination.

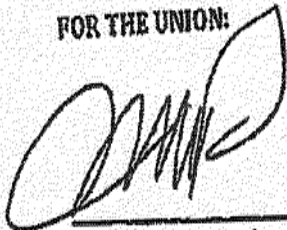
**SIGNATURES:**

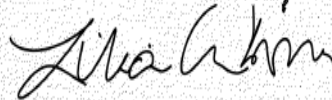
**FOR THE EMPLOYER:**

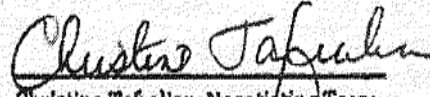
  
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Tami Kagan - Abrams, Board Chair  
JFSLA  
Date: \_\_\_\_\_

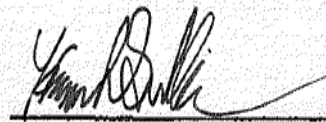
  
\_\_\_\_\_  
Eli Veltzer, President and CEO  
JFSLA  
Date: 9/16/25

**FOR THE UNION:**

  
\_\_\_\_\_  
Marc Bender, Chief Negotiator  
AFSCME District Council 36  
Date: 9/25/25

  
\_\_\_\_\_  
Lilia Arbona  
President, AFSCME Local 800  
Date: 9/27/2025

  
\_\_\_\_\_  
Christine Tafra, Negotiating Team  
AFSCME Local 800  
Date: 9/24/25

  
\_\_\_\_\_  
Hannah Sullivan, Negotiating Team  
AFSCME Local 800  
Date: 9/27/25

  
\_\_\_\_\_  
Mayra Reyes, Negotiating Team  
AFSCME Local 800  
Date: 09/25/2025

## PART THREE: EXHIBIT A

### A. Professional Staff

CLASSIFICATION	Effective 7/1/2025 (4.0%) Annual and Hourly		Effective 7/1/2026 (3.0%) Annual and Hourly		Effective 7/1/2027 (3.0%) Annual and Hourly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
The Range Maximums below should not be considered range limits of any kind.						
1A Meal Service Coordinator	\$42,446.04 \$21.77	\$54,816.84 \$28.11	\$43,719.42 \$22.42	\$56,461.35 \$28.95	\$45,031.00 \$23.09	\$58,155.19 \$29.82
2A Outreach Worker (B&C/HUD)	\$42,446.04 \$21.77	\$55,526.64 \$28.48	\$43,719.42 \$22.42	\$57,192.44 \$29.33	\$45,031.00 \$23.09	\$58,908.21 \$30.21
2½A Pantry Assistant	\$42,446.04 \$21.77	\$61,164.48 \$31.37	\$43,719.42 \$22.42	\$62,999.41 \$32.31	\$45,031.00 \$23.09	\$64,889.40 \$33.28
3A Activity Assistant Maintenance Specialist Residential Counselor Asst. Pantry Manager	\$42,770.52 \$21.93	\$61,610.64 \$31.60	\$44,053.64 \$22.59	\$63,458.96 \$32.54	\$45,375.24 \$23.27	\$65,362.73 \$33.52
4A Administrative Assistant Program Assistant Technical Service Assistant Transportation Coord/Dispatcher	\$43,885.92 \$22.51	\$65,788.32 \$33.74	\$45,202.50 \$23.18	\$67,761.97 \$34.75	\$46,558.57 \$23.88	\$69,794.83 \$35.79
5A Accountant I (Accounts Payable/Accounts Receivable Activity Coordinator Caseworker I Caseworker/Activity Specialist Case Manager Client Account & Claims Specialist Data Base Assistant Grant Specialist/Program Assistant Nurse - LVN Outreach & Operations Coordinator SOVA Quality Assurance Specialist Service Coordinator Shelter Operations Assistant Senior Maintenance Specialist	\$49,300.68 \$25.28	\$73,961.16 \$37.93	\$50,779.70 \$26.04	\$76,179.99 \$39.07	\$52,303.09 \$26.82	\$78,465.39 \$40.24
5½A Activity Programmer Caseworker II Donor Relations & Database Coord. Grant Compliance Coordinator Israel Levin Activity Coordinator Legal Advocate Outreach/Operations Coordinator Holocaust Program Coordinator Senior Fitness Center Coordinator Shelter Coordinator Supply & Inventory Coordinator West Hollywood Activity Coordinator Pantry Operations Manager	\$52,261.56 \$26.80	\$78,524.16 \$40.27	\$53,829.41 \$27.60	\$80,879.88 \$41.48	\$55,444.29 \$28.43	\$83,306.28 \$42.72

CLASSIFICATION	Effective 7/1/2025 (4.0%) Annual and Hourly		Effective 7/1/2026 (3.0%) Annual and Hourly		Effective 7/1/2027 (3.0%) Annual and Hourly	
6A Accountant II	\$55,384.68	\$83,066.88	\$57,046.22	\$85,558.89	\$58,757.61	\$88,125.65
Clinician I	\$28.40	\$42.60	\$29.25	\$43.88	\$30.13	\$45.19
Communications Associate						
Communications Coordinator						
Data Base Specialist						
Donor Database Administrator						
Fiduciary Admin/Probate Specialist						
Marketing & Outreach Coordinator						
Operations Coordinator, SOVA						
Program Specialist						
Project Coordinator, Aleinu						
Shelter House Manager						
Social Worker I						
Volunteer Coordinator						
Coordinator Volunteer Services SOVA						
7A Accountant III	\$62,178.48	\$93,267.72	\$64,043.83	\$96,065.75	\$65,965.15	\$98,947.72
Chaverim Program Coordinator	\$31.89	\$47.83	\$32.84	\$49.26	\$33.83	\$50.74
Database and Systems Specialist						
DMH QA Coordinator						
Donor Database Administrator						
Grant / Resource Specialist						
Network Administrator						
Program Coordinator						
Program Development Specialist						
Senior Accountant						
Special Events Coordinator						
Special Projects/Community Outreach Coord.						
Sr. Communications Associate						
Clinician II	\$70,189.08	\$93,267.72	\$72,294.75	\$96,065.75	\$74,463.59	\$98,947.72
Social Worker II	\$35.99	\$47.83	\$37.07	\$49.26	\$38.19	\$50.74
7 1/2A Database Specialist II	\$64,612.08	\$96,897.84				
	\$33.13	\$49.69	\$34.13	\$51.18	\$35.15	\$52.72
Social Worker III	\$73,575.84	\$100,771.32	\$75,783.12	\$103,794.46	\$78,056.61	\$106,908.29
Clinician III	\$37.73	\$51.68	\$38.86	\$53.23	\$40.03	\$54.82
Registered Nurse						

## B. Support Staff

CLASSIFICATION	Effective 07/01/25		Effective 07/01/26		Effective 07/01/27	
	Annual and Hourly		Annual and Hourly		Annual and Hourly	
1B Custodian	\$42,446.04 \$21.77	\$51,835.68 \$26.58	\$43,719.42 \$22.42	\$53,390.76 \$27.38	\$45,031.00 \$23.09	\$54,992.47 \$28.20
2B Food Service Worker	\$42,446.04 \$21.77	\$52,322.40 \$26.83	\$43,719.42 \$22.42	\$53,892.07 \$27.64	\$45,031.00 \$23.09	\$55,508.83 \$28.47
3B Senior Companion	\$42,446.04 \$21.77	\$52,728.00 \$27.04	\$43,719.42 \$22.42	\$54,309.84 \$27.85	\$45,031.00 \$23.09	\$55,939.14 \$28.69
4B Child Care Worker Cook's Helper	\$42,446.04 \$21.77	\$53,823.12 \$27.60	\$43,719.42 \$22.42	\$55,437.81 \$28.43	\$45,031.00 \$23.09	\$57,100.96 \$29.28
5B Security Aide / Custodian	\$42,446.04 \$21.77	\$58,203.60 \$29.85	\$43,719.42 \$22.42	\$59,949.71 \$30.74	\$45,031.00 \$23.09	\$61,748.20 \$31.67
5B** HDM Driver	\$42,446.04 \$21.77	\$56,581.20 \$29.02	\$43,719.42 \$22.42	\$58,278.64 \$29.89	\$45,031.00 \$23.09	\$60,027.00 \$30.78
6B Program Aide II Security/Facilities/Program Ass't	\$42,446.04 \$21.77	\$59,684.04 \$30.61	\$43,719.42 \$22.42	\$61,474.56 \$31.53	\$45,031.00 \$23.09	\$63,318.80 \$32.47
7B Open	\$42,446.04 \$21.77	\$54,816.84 \$28.11	\$43,719.42 \$22.42	\$56,461.35 \$28.95	\$45,031.00 \$23.09	\$58,155.19 \$29.82
7B** Driver/Warehouse Assistant Van Driver / Escort	\$42,446.04 \$21.77	\$53,275.56 \$27.32	\$43,719.42 \$22.42	\$54,873.83 \$28.14	\$45,031.00 \$23.09	\$56,520.04 \$28.98
8B Cook Data Entry Clerk Lead Van Driver/Escort Receptionist / Data Entry Clerk	\$42,446.04 \$21.77	\$56,216.16 \$28.83	\$43,719.42 \$22.42	\$57,902.64 \$29.69	\$45,031.00 \$23.09	\$59,639.72 \$30.58
9B Open	\$42,446.04 \$21.77	\$58,122.48 \$29.81	\$43,719.42 \$22.42	\$59,866.15 \$30.70	\$45,031.00 \$23.09	\$61,662.14 \$31.62
9B** Bookkeeper Clerk Lead Warehouse Assistant Senior Clerk	\$42,446.04 \$21.77	\$58,000.80 \$29.74	\$43,719.42 \$22.42	\$59,740.82 \$30.64	\$45,031.00 \$23.09	\$61,533.05 \$31.56
10B Administrative Assistant Bookkeeper II Program Assistant	\$42,446.04 \$21.77	\$58,791.72 \$30.15	\$43,719.42 \$22.42	\$60,555.47 \$31.05	\$45,031.00 \$23.09	\$62,372.14 \$31.99
11B Mashgiach/Receiving Supervisor Senior Bookkeeper Sr. Bookkeeper/Program Assistant	\$42,446.04 \$21.77	\$59,988.24 \$30.76	\$43,719.42 \$22.42	\$61,787.89 \$31.69	\$45,031.00 \$23.09	\$63,641.52 \$32.64
11B** Program Assistant II	\$42,446.04 \$21.77	\$55,060.20 \$28.24	\$43,719.42 \$22.42	\$56,712.01 \$29.08	\$45,031.00 \$23.09	\$58,413.37 \$29.96
12B Accounting Assistant	\$38,591.05 \$22.27	\$53,588.99 \$31.53	\$39,748.78 \$22.93	\$55,196.66 \$32.48	\$40,941.24 \$23.62	\$56,852.56 \$33.45
12B** Data Coordinator (12C Database Specialist/Gift Processor Program Assistant III	\$40,883.27 \$23.69	\$51,624.23 \$30.37	\$42,109.76 \$24.29	\$53,172.95 \$31.28	\$43,373.06 \$25.02	\$54,758.14 \$32.22
13B** Office Assistant	\$44,247.05 \$25.52	\$55,925.47 \$32.91	\$45,574.47 \$26.29	\$57,604.25 \$33.89	\$46,941.70 \$27.08	\$59,332.39 \$34.91
14B Distribution & Facilities Coord. Office Coordinator Lead Cook Sr. Admin. Assistant Sr. Office Assistant	\$46,103.99 \$26.69	\$58,102.88 \$34.20	\$47,487.11 \$27.39	\$59,845.96 \$35.22	\$48,911.73 \$28.21	\$61,641.34 \$36.28

\*\* Grades marked with a double asterisk are not considered separate grades for promotional increase purposes.

## **PART FOUR: SIDE LETTERS**

### **EXHIBIT C**

#### **Sample Hire Letter**

NAME  
ADDRESS  
CITY, STATE, ZIP

Dear:

This letter is to confirm your appointment to the full-time Union position of TITLE in the X DEPARTMENT of Jewish Family Service effective HIRE DATE at an annual salary of \$SALARY. Your immediate supervisor will be SUPERVISOR'S NAME. Attached is a copy of the job description for this position.

Employees hired into your job category are required to become members of the Community and Social Agencies, Employees Union Local 800, American Federation of State, County and Municipal Employees, AFL-CIO, on the 31<sup>st</sup> day following your date of hire. In accordance with the provisions of the Union Contract, your appointment carries with it a LENGTH OF PROBATION probationary period.

There are a number of personnel benefits for Jewish Family Service employees. If you have not already done so, I suggest that you contact the Personnel & Benefits Department XXX-XXX-XXXX at your earliest convenience to discuss the benefits.

FIRST NAME, I'm pleased to officially welcome you as a member of the Jewish Family Service staff and wish you success in your new position.

Sincerely,

cc: Supervisor  
Personnel & Benefits

PLEASE SIGN AND RETURN A COPY OF THIS LETTER TO MY OFFICE

## INDEX

<u>Accrual</u>	
Seniority .....	15
Vacation .....	33
Adoption .....	39
Alcoholism .....	<i>See Substance Abuse</i>
Arbitration .....	24, 25, 26, <i>Also see Grievance Procedure</i>
Probationary Employee .....	11
Bargaining Obligation .....	16
Bargaining Unit(s) .....	1, 4, 5, 6, 7, 9, 11, 23
Employees supervising bargaining unit employees .....	11
Openings .....	6
Sub-contract work .....	23
Transfers into .....	16
Beneficiary, Payment to .....	42
Benefits	
Part-Time Employees .....	9
Temporary Employees .....	8
Time-Limited Employees .....	9
<i>Bereavement Leave</i> .....	40
Breakfast Allowance .....	<i>See Meal Allowance</i>
<u>Bulletin Boards</u> .....	4
Bumping .....	9, 13, 14
Business Agent .....	6
<u>CAFETERIA BENEFITS</u> .....	43
California	
Family Rights Act (CFRA) .....	35
Paid Family Leave .....	34
Unemployment Insurance Code .....	34
Vehicle Code .....	22
<u>Call Back Pay</u> .....	22
Campaign Associates .....	17, 32
<u>CELL PHONE USAGE</u> .....	44
<u>Charitable Contributions</u> .....	4
Check Off .....	<i>See Dues, Union</i>
Chief Steward .....	<i>See Officers, Union</i>
Classifications	
Elimination of .....	16
New .....	7
Transfer .....	7
Wage Differential .....	28
Committees	
Joint Union/Management .....	41
Pension .....	42
Personnel .....	11, 41
<i>Conference and Institute Leave</i> .....	41
Death <i>See Bereavement; Beneficiary, Payment to</i>	
Dinner Allowance .....	<i>See Meal Allowance</i>
Disability	
Claims .....	34
Insurance .....	9, 17
Permanent and Total .....	17
Severance Pay .....	17
Short and Long Term .....	29
Discharge .....	<i>See Termination</i>
Discipline .....	<i>Also see Grievance Procedure</i>
Progressive .....	26
Time Sheets .....	23
Discipline Progressive .....	26
<u>Discretionary Leave</u> .....	41
Dismissal .....	<i>See Termination</i>
Doctor's Note .....	<i>See Sick Leave Abuse</i>
<u>Dress Code</u> .....	5
Drug(s) .....	<i>Also see Substance Abuse</i>
Testing .....	4
<u>Educational (Sabbatical) Leave</u> .....	41
Evaluations .....	11
Probationary Employees .....	10
Excessive Hours .....	23
Family	
Death .....	40
Dental Insurance .....	29
Hospital and Medical Insurance .....	28
Illness .....	35
Firing .....	<i>See Termination</i>
Grant-Funded Programs .....	<i>See Time-Limited</i>
Grievance Procedure .....	7, 12, 17, 24, 25
Probationary Employees .....	11
Hire Letter	
Sample .....	50
Holidays .....	30
During Vacation .....	32
Religious .....	40
Working on .....	30
<u>Hospital and Medical Insurance</u> .....	28
Hours	
Excessive .....	23
Minimum Guaranteed .....	19
Regular Agency Workweek .....	18
<u>Indemnification Clause</u> .....	2

Insubordination .....	17	Union Business .....	40
Insurance		<b>Legal Holidays</b> .....	30
Dental .....	9	Lockouts .....	3
Disability .....	9, 17	Longevity Wage Increase.....	28
Liability.....	22	Lunch Allowance .....	<i>See Meal Allowance</i>
Medical.....	9	Management Representative.....	11, 12, 24, 26
Internal Revenue Service		<b>Management Rights</b> .....	3
Independent Contractor Status .....	23	Maternity Leave.....	39
Mileage.....	22	<b>Meal Allowance</b> .....	22
Interns .....	1	Medical	
<b>Jewish Holidays</b> .....	<i>Also see Holidays, Religious</i>	Appointments.....	35
Job Action .....	3	Examination.....	4
Jobs		Extended Leave .....	39
Non-Union Postings .....	7	Insurance.....	9, 28, 40
Posting .....	6	Leave.....	<i>See Sick Leave</i>
Temporary Employees.....	8	Mental Illness.....	18
Joining the Union .....	<i>See Bargaining Unit(s);</i>	Mileage .....	22
<i>Union Dues; Probation; Recognition of</i>		Military Leave .....	40
<i>Union; Union, Security</i>		<b>Mutual Benefit Leave</b> .....	40
Jury		Notice to Employee	
Duty.....	43	<b>of Discharge</b> .....	26
Pay.....	43	of Dismissal.....	17
<b>LABOR MANAGEMENT COMMITTEE</b> .....	44	of Reprimand.....	26
Law Also See also see California, Family Rights		of Warning.....	26
Act; Family Medical Leave Act		Notice to Employer	
Independent Contractor .....	23	Failure to Maintain Union Membership .....	2
Military Leave .....	40	of Resignation .....	17
Non-Discrimination .....	2	of Vacation Request.....	33
Savings Clause .....	44	Notice to Union	
Layoffs		of Employee Status .....	7
Bargaining Obligation.....	16	of Grant Receipt.....	9
Bumping .....	14	of Layoffs .....	16
General Provisions .....	17	Officers	
Management Rights .....	3	Union.....	3
Notice to Union.....	16	<b>ON CALL ASSIGNMENT PAY</b> .....	43
Recall From.....	8	Outside Employment.....	12
Seniority .....	13, 15	Overtime	
Time-Limited Programs .....	9	Agency Employees.....	19
<b>Leaves of Absence</b>		Meal Allowance.....	22
Adoption.....	39	Part-time Employees.....	1, 8
Bereavement.....	40	Bumping Rights .....	14
CFRA and FMLA.....	37	Paternity Leave.....	39
Conference and Institute .....	41	Personnel Committee.....	11
Discretionary .....	41	<b>Personnel Files</b> .....	12
Educational.....	41	Physical Handicap .....	2
Maternity.....	39, 40	<b>Posting</b>	
Medical.....	39	Job Openings.....	6
Military .....	40	Seniority List .....	16
Mutual Benefit .....	40	Probation.....	8, 10, 17
Paternity.....	39	Professional Organizations.....	5

<b>Professional Staff</b> .....	47	Upon Termination .....	18
<b>Promotion</b> .....	15, 16	Use for CFRA/FMLA .....	34
<b>Recall</b> .....	8, 13, 14, 16	Use for Disability Benefits .....	34
<b>Recognition of Union</b> .....	1	Slow Downs.....	3
<b>Religion</b> .....	2	Strikes.....	3
<b>Reprimand</b>		<b>SUB-CONTRACTING</b> .....	23
<b>Letter of</b> .....	26	Substance Abuse.....	17
<b>Resignation</b>		Supervisors	
Notice of.....	17	Performing Bargaining Unit Work.....	4
Requested .....	17	Suspension .....	24, 26
Voluntary.....	17	Temporary Employees.....	1, 8
<b>Rest Periods</b> .....	<b>See Breaks</b>	Temporary Positions.....	6
<b>Retirement</b> .....	17, 18	Termination .....	11, 17, 24
<b>Right Of Access</b> .....	6	Disciplinary.....	26
<b>Rights</b>		Sick Leave.....	18
Bumping.....	9, 13, 14	Vacation Pay .....	18
Management.....	3	<b>Time-Limited Employees</b> .....	1, 9
Recall .....	13	Severance .....	17
Seniority .....	10	Vacation Allotment.....	31
<b>Safety Concerns</b> .....	5	Transfers	
<b>Security at Work Sites</b> .....	5	Disciplinary.....	24
<b>Seniority</b> .....	13	Into Bargaining Unit.....	16
Accrual .....	15	Maintaining Seniority .....	13
Accrual During Leave of Absence .....	39	Within Same Grade or Classification.....	3, 7
<b>Application of</b> .....	13	<b>Union</b>	
Loss of.....	15	Provisions.....	1
Part-Time Employees.....	9	Right of Access .....	6
Time-Limited Employees .....	9	<b>Union Business Leave</b> .....	40
<b>Severance Pay</b> .....	14, 16, 17, 34	Union Dues.....	2, 4
JVS and JFS Time-Limited Employees .....	18	Union Representation .....	5, 24
Time-Limited Employees .....	10	<b>Union Security</b> .....	1
<b>Shift Differential</b> .....	20	Vacation.....	30
<b>Short Turn Around</b> .....	23	Temporary Employees .....	8
<b>Sick Leave</b> .....	33	Time-Limited Employees .....	10
Abuse.....	34	Wage(s) .....	27
Accrual .....	33	Differential .....	28
During Vacation.....	35	Payment to Beneficiary .....	42
Medical Appointments .....	35	Rate for New Classification .....	7
Part-Time Employees.....	9	Upon Return From Extended Leave .....	39
Recording on Time Sheets .....	23	Upon Return From Mutual Benefit Leave.....	40
Return From.....	34	Work Stoppages.....	3
Temporary Employees.....	8	<b>Working Out Of Classification</b> .....	28
Unused at Termination .....	18	<b>Workloads</b> .....	5