

Collective Bargaining Agreement

Between

JVS SoCal

And

AFSCME Local 800

Community and Social Agency Employees
American Federation of State, County and
Municipal Employees, AFL-CIO

November 10, 2023 – June 30, 2027

TABLE OF CONTENTS

	<u>Page</u>
PART ONE: GENERAL PROVISIONS	1
ARTICLE 1. UNION/MANAGEMENT PROVISIONS	1
ARTICLE 2. RECOGNITION.....	1
A. JVS SoCal.....	1
B. Part-Time and Temporary Employees	1
C. Interns	1
ARTICLE 3. UNION SECURITY.....	2
A. Employees	2
B. Indemnification Clause.....	2
ARTICLE 4. UNION DUES CHECK OFF.....	2
ARTICLE 5. NON-DISCRIMINATION.....	2
ARTICLE 6. MUTUAL OBLIGATIONS	3
A. Employer Rules	3
B. Management Rights.....	3
C. No Strikes	3
D. Identifying Parties’ Representatives.....	3
E. Union President/Vice President/Chief Steward	4
F. Shop Stewards	4
G. Bulletin Boards.....	4
H. Miscellaneous Provisions	4
I. Union Orientation.....	5
J. Charitable Contributions	5
K. Employer Required Medical Examination	5
L. Membership in Professional Organizations	5
M. Security at Work Sites	5
N. Dress Code	5
O. Workloads	6
P. Reporting Safety Concerns.....	6

Q.	Time-Limited Grants	6
R.	Respect	6
ARTICLE 7.	RIGHT OF ACCESS.....	6
ARTICLE 8.	JOB DESCRIPTIONS AND POSTING OF JOB OPENINGS	6
A.	Job Descriptions	6
B.	Bargaining Unit Openings.....	7
C.	Non Bargaining Unit Openings.....	7
ARTICLE 9.	ESTABLISHING NEW CLASSIFICATIONS	7
ARTICLE 10.	NOTICE TO UNION OF EMPLOYEE STATUS	8
ARTICLE 11.	TEMPORARY AND PART-TIME EMPLOYEES	8
A.	Temporary Employees	8
B.	Part-Time Employees	9
ARTICLE 12.	PROBATION	10
A.	General Provisions	10
B.	Probationary Period.....	10
ARTICLE 13.	EMPLOYEE EVALUATIONS	11
ARTICLE 14.	PERSONNEL FILES	12
ARTICLE 15.	OUTSIDE EMPLOYMENT	12
ARTICLE 16.	SENIORITY	12
A.	Definition.....	12
B.	Application of Seniority	13
1.	Layoffs	13
2.	Bumping	13
3.	Recall.....	14
4.	Promotion	14
C.	Accrual of Seniority/Loss of Seniority.....	14
D.	Seniority Lists.....	15
E.	Transfers Into Bargaining Unit	15
F.	Notice of Layoffs.....	15
G.	Bargaining Obligation	16

ARTICLE 17.	TERMINATION (DISMISSALS, RESIGNATIONS, SEVERANCE, DISMISSAL PAY, AND RETIREMENT).....	16
A.	General Provisions	16
B.	Dismissal Notice and Pay	16
C.	Substance Abuse.....	17
D.	Resignation Notice	17
E.	Severance.....	17
1.	General Severance Provisions.....	17
2.	Severance Pay	18
F.	Vacation Pay Upon Termination.....	19
G.	Unused Sick Leave at Termination	19
ARTICLE 18.	HOURS AND OVERTIME	19
A.	Regular Work Week.....	19
B.	Overtime	19
C.	Shift Differential.....	20
D.	General Provisions	20
1.	Meal Allowance	20
2.	Mileage.....	20
3.	Call Back Pay	21
4.	Flex Time	21
5.	Short Turn Around	21
6.	No Excessive Hours	21
7.	Keeping Accurate Time Sheets	21
ARTICLE 19.	SUB-CONTRACTING	21
ARTICLE 20.	GRIEVANCE AND ARBITRATION PROCEDURES	22
A.	Definition.....	22
B.	Union Representation	22
C.	Informal Discussions.....	22
D.	Formal Grievance Procedure.....	22
E.	Arbitration	23
F.	Additional Claims Subject To Arbitration	24

G.	General Provisions	27
H.	Progressive Discipline	28
ARTICLE 21.	LABOR-MANAGEMENT COMMITTEE	28
PART TWO:	WAGES AND BENEFITS	29
ARTICLE 22.	WAGES.....	29
ARTICLE 23.	WAGE DIFFERENTIAL /WORKING OUT OF CLASSIFICATION.....	29
ARTICLE 24.	INSURANCE	30
A.	Hospital and Medical Insurance	30
B.	Dental Insurance	30
C.	Short and Long Term Disability Insurance	31
D.	Life Insurance	31
E.	Vision Insurance	31
ARTICLE 25.	HOLIDAYS	31
A.	For Employees Employed At The Jewish Federation Building.....	31
B.	For Employees Employed At Facilities Other Than The Jewish Federation Building.....	32
C.	General Provisions	32
ARTICLE 26.	VACATIONS	32
A.	Vacation Period	32
B.	Vacation Accrual	33
1.	Employees hired prior to February 1, 1994	33
2.	Employees hired after February 1, 1994	33
3.	Employees hired after July 1, 2004.....	34
C.	Holiday During Vacation	34
D.	General Vacation Provisions	34
1.	Notice of Vacation	34
2.	Maximum Vacation Accrual	35
3.	Vacation Accrual Notifications	35
ARTICLE 27.	SICK LEAVE.....	35
A.	All Employees	35

B.	Procedures	35
1.	Disability Claims and Paid Family Leave Claims Under California Law.....	35
2.	Intent to Return from Sick leave	36
3.	Abuse of Sick Leave	36
4.	Medical Appointments	36
5.	Illness During Vacation.....	36
ARTICLE 28.	LEAVES OF ABSENCE	36
A.	California Family Rights Act, Family Medical Leave Act and California Paid Family Leave Insurance Program	36
B.	Extended Leave (Including Medical).....	37
1.	All Employees	37
2.	General Provisions	38
C.	Bereavement Leave	38
D.	Military leave	38
E.	Union Business Leave	39
F.	Mutual Benefit Leave	39
G.	Discretionary Leave	39
H.	Educational (Sabbatical) Leave.....	39
I.	Personal Leave	39
J.	Conference and Institute Leave.....	40
K.	Catastrophic Illness Leave Bank	40
1.	Use Of Catastrophic Leave Bank	40
2.	Donation/Contribution	40
3.	Catastrophic Illness Defined	40
4.	Immediate Family Defined.....	40
ARTICLE 29.	PENSION	41
ARTICLE 30.	PAYMENT TO BENEFICIARY	41
ARTICLE 31.	LICENSING/STAFF DEVELOPMENT	41
ARTICLE 32.	REST PERIODS	42
ARTICLE 33.	PARKING	42

ARTICLE 34. CAFETERIA BENEFITS 42

ARTICLE 35. JURY PAY 42

ARTICLE 36. SAVINGS CLAUSE 42

ARTICLE 37. DURATION 42

PART THREE: SALARY RANGES 44

EXHIBIT A – WAGE RANGES 44

EXHIBIT B – SAMPLE HIRE LETTER 45

EXHIBIT C – PROGRESSIVE DISCIPLINE 46

EXHIBIT D – NOTICE TO PARTIES 47

LETTER OF UNDERSTANDING 48

SIDE LETTER RE: SERVICE AWARD BENEFITS 49

SIDE LETTER RE: RETROACTIVITY AND RATIFICATION BONUS 50

PART ONE: GENERAL PROVISIONS

ARTICLE 1. UNION/MANAGEMENT PROVISIONS

This Agreement, effective November 10, 2023, is between JVS SoCal (hereinafter referred to as the “Employer” or “JVS SoCal”), and the Jewish Communal and Social Agency Employees Union, AFSCME, Local 800, 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. JVS SoCal

All regularly scheduled full-time and part-time professional and non-professional employees excluding all other employees, supervisors, Marketing Public Relations Director, Confidential employees and all employees working for the CPC division of JVS SoCal. However, as each of the three (3) incumbent personnel currently working on the projects listed below no longer is employed by the Employer, then: (1) that employee’s bargaining-unit position working on the GAIN project shall become subject to the parties’ collective bargaining agreement governing the GAIN project; and (2) that employee’s bargaining-unit position working on the AJCC project shall no longer be part of this bargaining unit.

B. Part-Time and Temporary Employees

The foregoing bargaining units shall include part-time employees who normally work one-half (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 20 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 twenty hours, when operationally and economically feasible.

C. Interns

Interns hired or brought on board for a short duration for the purpose of learning about JVS SoCal and providing services to JVS SoCal 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 (1) all employees of the Employer in the bargaining unit who are not members of the Union in good standing on the effective date of this Agreement shall become Union members or pay to the Union a service fee to the Union, to be determined by the Union on an annual basis, and that (2) all employees covered by this Agreement who are members in good standing of the Union on the effective date of this Agreement shall maintain membership in good standing. Good standing shall be defined as timely payment of regular dues uniformly applied to all members.

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

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 a service fee payroll deduction to the Union, unless the employee has corrected the deficiency and the Employer is so notified within the fourteen (14) 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 the dues check off application of the provisions of the Union Security Article of this Agreement.

ARTICLE 4. UNION DUES CHECK OFF

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

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, sex, gender, gender identity, gender expression, sexual orientation, national origin or ancestry, political beliefs, age, religion, physical or mental disability, legally protected medical condition, genetic characteristic or information, marital status, military or veteran status, or any other protected category as provided by applicable federal or state 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 insure uninterrupted operations during the life of this Agreement. For that reason, it is agreed that during the term of this Contract, there shall be no strikes, sympathy strikes, lockouts, slowdowns, work stoppages, or other forms of job action by either party hereto or by any of the employees covered hereunder.

D. Identifying Parties' Representatives

1. Each party to this Agreement shall inform the other party of any notice to be given hereunder for which the specific recipient of that notice has not been established elsewhere in this Agreement. Each party shall also provide written notice to the other party within five (5) business days of any changes in any of the foregoing information. Attached as Side Letter D is the foregoing information on behalf of each party effective as of the date of this Agreement.

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

E. Union President/Vice President/Chief Steward

The Employer shall give due consideration to the Union President, Vice President and Chief Steward in the carrying out of their duties. When feasible the Employer will be given two 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 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 day per week for either the President or Vice President or the Chief Steward to conduct Union business. No benefits or other matters related to compensation will be impacted as a consequence of this provision.

F. Shop Stewards

1. The Union may select up to two (2) shop stewards for JVS SoCal for the purposes of representing employees in grievances and investigating facts related thereto, attending investigatory interviews that the employee reasonably believes will result in discipline, and to meet with Employer's designated representative to discuss administration of this Agreement.

2. Shop stewards may perform the foregoing duties only on behalf of employees covered by this Agreement.

3. Except for meetings called by JVS SoCal and as permitted pursuant to paragraph 2 above, stewards will not perform their steward duties on their working time and they shall not interfere with the work of any other employee whether or not covered by this Agreement.

G. Bulletin Boards

A bulletin board shall be provided at each worksite that shall clearly indicate that the material placed thereon represents the views of the Union.

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 the management of the affected Employer. Prior release from management shall not unreasonably be denied. Every effort will be made, when possible, not to disrupt or interfere with the work function of the Employer.

(d) Not solicit Union members, Union dues, or engage in other Union activities on the Employer's premises during working time.

2. Non-bargaining unit employees shall not perform bargaining unit work except on a temporary basis for emergency and training purposes.

I. Union Orientation

JVS SoCal will permit a new employee who is covered by this Agreement to meet with the employee's shop steward for up to 15 minutes paid and an additional 15 minutes without pay at times pre-approved by JVS SoCal designated representatives.

J. Charitable Contributions

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

K. 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.

L. Membership in Professional Organizations

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

M. Security at Work Sites

The Employer will provide reasonable security at all work sites. The parties agree to meet and discuss, upon request, worksite security issues that arise during the term of this Agreement.

N. Dress Code

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

O. Workloads

When an employee believes his or her workload to be excessive, he or she may raise the matter with his or her 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.

P. Reporting Safety Concerns

JVS SoCal 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 one bargaining unit employee at JVS SoCal to report such safety concerns and the Union shall notify JVS SoCal of the employee so appointed. Either party may request a meeting to discuss reported safety concerns.

Q. Time-Limited Grants

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.

R. Respect

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

ARTICLE 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. JOB DESCRIPTIONS AND POSTING OF JOB OPENINGS

A. Job Descriptions

Upon initial employment and any subsequent change in job, each employee shall be provided with the current job description of the job to which he/she is assigned. In addition JVS SoCal shall provide the affected employee with written notice whether the

job is a Union position; part-time or temporary; the exact department and the salary range. A copy of the above information shall simultaneously be provided to the Union.

B. Bargaining Unit Openings

The Employer will post notices of vacancies, promotional opportunities and new jobs on any position in the bargaining unit, except temporary positions of eight weeks duration or less, with a copy faxed or emailed 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 part-time or temporary. The Employer will notify the eligible employees on lay-off of such job opportunities. Recruiting 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. Notices of vacancies shall be posted on the JVS SoCal 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.

It is intended that the job posting procedure be faithfully adhered to by the Employer.

C. 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. The Employer may decide in its sole discretion whom it hires 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 shall be notified in writing at least ten (10) working days prior to the proposed change.

Upon request, the Employer shall meet with the Union and discuss the wage rate for the new, changed or consolidated classification in the bargaining unit in a good faith effort to arrive at a mutual agreement. If, after ten (10) calendar days, 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 written or electronic notice of the employee's name, date of hire, job classification, and work site.

Every four (4) months, the Employer shall provide the Union with a list of all bargaining-unit employees showing name, date of hire, job classification, work site, rate of pay and hours. The information shall be provided electronically in Excel. 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, which copy may be provided by electronic means with a method of employee acknowledgement.

ARTICLE 11. TEMPORARY AND PART-TIME EMPLOYEES

A. Temporary Employees

Temporary Employees may be hired only to substitute for regular 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 sick leave on a pro-rata basis and they will be paid for holidays that fall on a regularly scheduled workday.

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 who is made regular shall have all time served in a temporary status applied 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 above, 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 regular full-time positions or where new positions are created, consideration shall be given to regular employees on layoff, then regular part-time employees, and thereafter to temporary employees who shall apply for such positions.

Regular part-time employees, hired after November 30, 2004, working a twenty-seven and one-half (27 ½) hour or more regularly scheduled workweek will be entitled to a prorated sick leave and vacation benefits as provided in this contract, and full medical, dental and disability insurance and pension benefits. Regular part-time employees, hired prior to November 30, 2004, who have been working an 18-¾ hour or more regularly scheduled workweek will continue to be entitled to prorated sick leave, vacation benefits and holiday pay for holidays that fall on a regularly scheduled work day as provided in this contract, and full medical, dental 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 30, 2004, working an 18-¾ hour or more regularly scheduled workweek, but less than a 27 ½ hour regularly scheduled workweek, will be entitled to prorated sick leave, vacation benefits and holiday pay for holidays that fell on a regularly scheduled work day as provided in this contract.

The employer agrees that during the term of this Agreement no bargaining unit employee on the payroll as of July 1, 2013 shall have his/her hours involuntarily reduced for the purpose of replacing the employee with part-time employee(s) not eligible for insurance benefits.

Regular part-time employees hired on or after January 1, 2014, working a 20 hour or more regularly scheduled workweek, but less than a 30 hour regularly scheduled workweek, will be entitled to prorated sick leave, vacation benefits and holiday pay for holidays that fall on a regularly scheduled work day as provided in this contract.

Regular part-time employees hired on or after January 1, 2014, working a 30 hour or more regularly scheduled workweek, but less than a 40 hour regularly scheduled workweek, will be entitled to prorated sick leave, vacation benefits and holiday pay for

holidays that fall on a regularly scheduled work day as provided in this contract, and full medical, dental and disability insurance benefits.

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

ARTICLE 12. 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, the Union and the Employer. 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 (sixty [60] days for professional employees on a six (6) month probation period).

When an employee is on medical leave and his/her 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 his/her supervisor is on medical leave during the time the employee's probation end-date occurs, the probation end-date may be extended up to 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 transfers or promotes to a higher-level position, or who bumps to a lower-level position they have not previously held. For employees who fail probation, see Article 16.B.4 below.

B. Probationary Period

1. All Employees

A period of no longer than six (6) months shall be considered the full probationary period for all employees, not including any above-referenced extension of the probationary period.

ARTICLE 13. 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 within thirty (30) days after the end of each employment year thereafter or program year when applicable. 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 on evaluation with which he or she disagrees, nor shall he or she be required to recommend or endorse any disciplinary action. The process of evaluation shall include among other things the following elements:

1. Oral discussion between employee and supervisor up to the point where they agree that the employee's performance and competence have been thoroughly reviewed.

2. 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. If the employee refuses to sign his/her evaluation, the supervisor shall so indicate on the document.

3. In the event the employee does not agree with the evaluation he/she 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 his/her 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, he/she 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, he/she shall have the right to invoke the grievance machinery.

4. 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 30 days from the date the supervisor or employee return from leave.

ARTICLE 14. PERSONNEL FILES

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

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

C. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has 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. All written statements regarding his or her work performance or conduct placed in an employee's personnel file will be removed upon the request of an employee after eighteen (18) months, although performance reviews, apart from the above-mentioned statements, shall be retained as determined by the Employer.

E. 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 15. OUTSIDE EMPLOYMENT

Employees will notify the Employer of any outside employment, including self-employment.

ARTICLE 16. SENIORITY

A. Definition

Seniority shall be defined as an employee's continuous length of employment service with JVS SoCal. Except for personnel benefits, where eligibility shall be determined by the employee's total length of continuous service for employers represented by Local 800, seniority shall not be cumulative among or between various employers, except that in a transfer situation between an agency whose employees are represented by Local 800 the transferring employee may retain her/his 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.

Before any bargaining unit employee is notified of a layoff, all non-managerial, non-supervisory un-represented employees doing essentially the same work and working less than 18 3/4 hours per week or who are temporary must be let go first.

(a) Notwithstanding any other provision in this section, as to the President, Vice-President, and Chief Steward who occupy such positions at the date of ratification of this Agreement and who continue to occupy such positions, in the event any of such Officers are employees of JVS SoCal, then the senior-most Officer by Title shall not be laid off while in such positions unless all employees in his/her classification, in the same career ladder, where applicable, and which require the same basic job skills have been laid off.

2. Bumping

An employee to be laid off may, at her/his 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. Any employee who displaces another employee 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. 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 her/his bumping rights within five (5) working days of personal notice that he/she is subject to layoff.

When an employee bumps to a lower classification, he/she shall be paid at his/her 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 he/she bumped. Notwithstanding the foregoing, where the terms of a grant, fee for service or third party payer arrangement

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.

Bumping rights shall only result in one, total cascade as defined hereafter. An employee who is displaced due to bumping will have the option to exercise their bumping rights as defined in this Article. This would be the final displacement or “cascade” in this bumping sequence.

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. Employees shall maintain recall rights for twelve months.

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 his/her request the employee will be told why he/she was not promoted.

Any employee permanently transferred to a higher rated job classification shall be paid a promotional increase not to exceed overall contract agreement rate with a maximum of two 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, he/she shall have the right to exercise his/her seniority as defined in Section B2 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 his/her 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 her/his 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 his/her failure to report for work is based upon reasons satisfactory to the Employer, he/she shall lose his/her 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 his seniority. Employee's response shall be made as specifically requested by the Employer;
5. If the layoff extends beyond one 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 his/her seniority.

D. Seniority Lists

The Employer shall post seniority lists at twelve (12) month intervals from the effective date of the Agreement at all work sites. The Union shall be provided with a copy of each list. The lists shall include each employee's name, classification and hire date.

Within fourteen (14) 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 her/his 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 he 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 17. 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 and subject to offset for interim earnings and expenses and with an ongoing duty to reasonably mitigate any alleged loss. 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 with five (5) years or more of seniority 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. Employees with less than five (5) years seniority shall not receive dismissal notice and pay if terminated with cause for any reason.

C. Substance Abuse

If an employee with one (1) year or more of seniority is terminated for substance abuse, he/she 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.

D. 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.

E. Severance

1. General Severance Provisions

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, and for employees dismissed for cause. 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 accepted to by the employee.

For employees hired before April 10, 2021, severance pay, in accordance with the applicable, normal, severance schedule detailed at Article 17.E.2 below, 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 him for further service. The application for severance pay under these circumstances must be certified by a doctor selected by the Employer.

For employees hired after April 10, 2021, severance pay shall be payable to any employee with more than four (4) 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 him for further service. The amount of such severance pay shall equal one half of the applicable, normal, severance schedule detailed at Article 17.E.2 below, subject to a five-and-one-half (5.5)-week maximum payout for an employee with eleven (11) years of service and further

subject to a six (6)-week maximum payout for an employee with twelve or more years of 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 16.F above, Notice of Layoff.

Payment of any severance pay shall be conditioned upon Employee executing a Severance & General Release Agreement in a form and manner mutually agreed upon in a Side Letter to this Agreement.

2. Severance Pay

Employees shall receive severance pay, if eligible, at the rate of pay being received at the time of termination, in accordance with the following schedule:

(a) Employees hired prior to February 1, 1994 shall receive 26 weeks of severance pay.

(b) Employees hired between February 1, 1994, and September 30, 2020, who have been continuously employed by JVS SoCal for at least twenty four (24) months, shall receive severance benefits as follows:

- After 2 full years = 2 weeks of pay
- After 3 years or major portion thereof = 3 weeks of pay
- After 4 years or major portion thereof = 4 weeks of pay
- After 5 years or major portion thereof = 5 weeks of pay
- After 6 years or major portion thereof = 12 weeks of pay
- For 7 or more years of employment: 2 weeks' pay for each full year of employment or major portion thereof, not to exceed a maximum of 20 weeks.

(c) Employees hired after October 1, 2020, who have been continuously employed by JVS SoCal for at least twenty four (24) months, shall receive one week of severance pay per year of service, subject to a maximum severance benefit of ten (10) weeks.

F. 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.D below.

G. Unused Sick Leave at Termination

At retirement or termination, except termination for cause, employees with at least five (5) years' seniority shall be paid for one half of their accumulated sick leave up to a maximum of 120 hours.

ARTICLE 18. HOURS AND OVERTIME

A. Regular Work Week

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

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

B. Overtime

1. Overtime may only be worked with the prior approval of management.
2. All approved time worked beyond both eight (8) hours per day and forty (40) hours per week shall be considered overtime. Overtime approved by the Employer shall be compensated at time-and-a-half the regular rate of pay after eight (8) hours of work per day.
3. 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.
4. 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.
5. Optional overtime may be requested at any time, but required overtime must come with a minimum of 24 hours' advance notice, except in cases of emergencies.

C. 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, and any time on Saturdays, Sundays, and holidays.

D. 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.

The meal allowance shall be up to \$15.00 for breakfast, up to \$20.00 for lunch and up to \$25.00 for dinner.

2. Mileage

When an employee is required to use his or her own personal car 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's residence and his/her regular work location as defined by the Internal Revenue Code. Documentation and request for payment will be in accordance with the 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.

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 location and other work locations.

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. Flex Time

A four (4) day workweek and/or a flextime schedule may be implemented upon mutual agreement by the Employer, Union and employees affected. Specific working hours shall be posted by the Employer.

5. 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.

6. No Excessive Hours

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

7. 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.

ARTICLE 19. 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 20. 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 his/her 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 H.R. V.P. and/or the Department Director shall meet with the grievant and/or the union steward to discuss the grievance. If the grievance is not settled at that time, the H.R. V.P. and/or Department Director shall provide a response to the grievance in writing within five (5) working days.

Step II

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

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 seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Upon receipt of the list of seven 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. A demand for arbitration shall include a factual summary of the dispute, the provision(s) of this Agreement allegedly violated, and the remedy sought for resolving the dispute. If, at arbitration, the Union materially varies from its demand for arbitration, then, upon the request of the Employer, the Arbitrator shall favor granting the Employer a continuance.

4. 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.

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

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

F. Additional Claims Subject To Arbitration

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

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

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

California Fair Employment and Housing Act; and (vii) claims that applicable laws expressly do not permit to be resolved by final and binding arbitration.

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

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

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

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

8. Procedures for Excluded Claims. Any and all Excluded Claims brought in any federal or state court shall be severed from all Covered Claims, and the Excluded Claims shall be stayed pending resolution of the Covered Claims through arbitration, settlement or otherwise. Union, employee, and Employer further agree, through counsel or otherwise, to file a stipulation with the federal or state court where any Excluded Claim has been filed to stay the Excluded Claim until the arbitration

between the parties on the underlying Covered Claim(s) is resolved whether by Arbitrator's decision, settlement or otherwise. This procedure is an efficient use of resources (judicial and private) and necessary for a timely and efficient resolution of disputes under the Federal Arbitration Act.

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

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

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

12. **Arbitration Process.** All claims subject to this Section must be submitted to and determined exclusively by final and binding arbitration under the Federal Arbitration Act, conducted in conformity with the then-current JAMS Employment Arbitration Rules and Procedures, except as otherwise expressly provided for in this Agreement, or to the extent otherwise mutually agreed to by the Parties. A copy of the current version of the JAMS rules may be obtained at www.jamsadr.com. Submission of a claim for arbitration must be in writing and must identify and describe the nature of all claims asserted, the basic facts upon which such claims are based and the relief or remedy sought. The arbitration shall be conducted before a single

Arbitrator, provided, however, that notwithstanding the JAMS Employment Arbitration Rules and Procedures, the Parties shall confer to select a mutually agreeable arbitrator and shall only use JAMS Employment Arbitration Rules and Procedures to select an arbitrator if the Parties are unable to agree upon an arbitrator within 30 days following submission of the claim to arbitration, in which case the arbitrator must be a retired state or federal judge. The Employer shall pay the unique costs of the arbitration process, except that each party shall equally share in paying the unique costs of any appeal (as described in subsection 15 below).

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

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

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

G. General Provisions

1. The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. Failure of the Union to timely process any grievance or arbitration hereunder shall result in: a) the Employer not considering the grievance and deeming it denied, and b) the parties not proceeding with further processing thereof. 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.

H. Progressive Discipline

The Employer believes in the principle of progressive discipline, as outlined in Exhibit 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.

ARTICLE 21. LABOR-MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a “Labor-Management Committee” that will seek to resolve issues of mutual concern of the parties, and is seen as a way to help the Employer attain its goals and to enable employees to be more effective and satisfied in accomplishing the Employer’s mission.

Two (2) Management representatives as designated by the Chief Executive Officer shall meet not less frequently than once every three (3) months with a committee of not more than two (2) members appointed by the Union to discuss matters of mutual concern but, specifically, excluding matters about which grievances have been filed. Such meetings may take place during the non-working time of the Union representatives without pay. However, if scheduled by management during working time, the representatives appointed by the Union shall not lose any pay because of their attendance. Under no circumstances shall the Union representatives receive overtime pay for attendance at such a meeting. Meetings shall not be scheduled in order to discourage or prevent attendance or participation by any members.

The Committee will focus on non-grievance issues that affect the relations of an employee and the employer. Committee shall not circumvent or alter existing terms of the

Collective Bargaining Agreement, nor shall the Committee be construed as a substitute for collective bargaining. Since matters not covered by this Contract may be discussed, disagreements arising out of such meetings are not subject to arbitration unless otherwise provided for in other provisions of this Agreement.

PART TWO: WAGES AND BENEFITS

ARTICLE 22. WAGES

Each employee's wage and salary and the minimum and maximum salary/hourly rate of pay shall be increased as follows:

- October 1, 2023, through June 30, 2024 3.00%
- July 1, 2024, through June 30, 2025 3.00%
- July 1, 2025, through June 30, 2026 3.00%
- July 1, 2026, through June 30, 2027 3.00%

No employee shall have a right to be paid more than the maximum for his/her rate range, provided that it is understood that the Employer, at its discretion, may advance increments or pay a salary beyond the maximum.

The minimum hourly rate for hourly paid bargaining unit employees shall be equal to the applicable Local and/or State Minimum Wage Law.

No employee shall have his/her salary reduced as a result of the signing of this Agreement.

ARTICLE 23. WAGE DIFFERENTIAL /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.

ARTICLE 24. INSURANCE

A. Hospital and Medical Insurance

1. All 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.

2. Effective January 1, 2024, JVS SoCal shall provide the Kaiser + Nonstop plan and shall pay for 100% of an employee's individual, monthly insurance premium. The employee shall be responsible for the premium differential for dependent and family coverage. In the event that the cost of health insurance increases, then JVS SoCal shall pay all of the insurance-premium increase (i.e., maintenance of benefits) for the employee's individual coverage through June 30, 2027.

3. In conjunction with and pursuant to the Kaiser + Nonstop plan, JVS SoCal shall provide a health-care reimbursement account for up to \$5,000/year in medical reimbursements for the employee and up to \$10,000/year in medical reimbursements for the family.

4. Between December 1 and January 31 each year during the term of this agreement, the Union shall have the right to reopen negotiations for the sole purpose of bargaining over the percentage of any increase in hospital and medical insurance premium to be borne by employees.

5. JVS SoCal retains the right to change the plan description so as to minimize any increase in insurance premiums to both the Employee and Employer so long as it "meets and consults" with the Union prior to any significant alteration in plan description.

6. 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.

7. 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.

B. Dental Insurance

Employer will continue to fully pay for each eligible employee the current monthly cost and any increase during the term of this Agreement for a DHMO Dental Plan and pay, at

the employee's option, the same monthly amount for coverage in a Dental PPO Plan. The cost of coverage for members of the employee's family including domestic partner will be assumed entirely by the employee.

C. Short and Long Term Disability Insurance

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

D. Life Insurance

All employees who become eligible for the Pension Plan currently in effect will be covered for two and one-half times their annual salary under a Life Insurance policy. The Employer will pay such cost for the employee up to the amount of salary covered under the Plan.

E. Vision Insurance

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

ARTICLE 25. HOLIDAYS

A. For Employees Employed At The Jewish Federation Building.

The paid holidays (i.e., a day off without deduction in pay) for all bargaining unit employees who work at 6505 Wilshire Blvd. (The Jewish Federation Building) shall be on the below-listed Jewish Holidays and Legal Holidays for which the 6505 Wilshire building is closed:

Jewish Holidays

Rosh Hashanah (2 days)

Yom Kippur

Sukkot (2 days)

Shemini Atzeret

Simchat Torah

Pesach (1st and last 2 days)

Shavuot (2 days)

Legal Holidays

New Year's Day

Martin Luther King Day

Memorial Day

July 4th

Labor Day

Thanksgiving

December 25th

Each employee who works at 6505 Wilshire will have the option to swap one weekday, Jewish holiday for the day after Thanksgiving, and the option to swap one weekday, Jewish holiday for Juneteenth, with the two Jewish holidays to be selected by the employee, subject to the approval of JVS management. On the two weekday, Jewish

holidays selected by the employee, above, the employee shall work remotely from home if 6505 Wilshire is closed.

B. For Employees Employed At Facilities Other Than The Jewish Federation Building.

For those bargaining unit employees who do not work at 6505 Wilshire, they will receive the same total number of paid holidays annually as those bargaining unit employees who work at 6505 Wilshire, comprised as follows:

- a) Their building's workday holiday closures, plus
- b) The additional paid days off as may be mutually agreed upon by each employee and JVS SoCal.

C. General Provisions

The Employer will provide Employees with the list of annual holidays at the beginning of each year.

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 employed at the Jewish Federation Building be required to work on a Sunday that is also a Jewish holiday under this Agreement, he shall receive straight time plus time and one-half.

All such holiday payments shall be based on the Employee's regularly scheduled hours at straight time rate. Such holiday payments shall not be considered "hours worked" for overtime purposes.

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 6 months in advance, and any such non-vacation period does not exceed 3 months. In emergency situations, the 6-month notice period and the 3-month limitation may be waived, with notification to the Union. Each employee shall be given an annual statement

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

B. Vacation Accrual

1. Employees hired prior to February 1, 1994

All support staff with 15 years or more and all professional staff with 5 years or more of employment shall continue to receive their current annual vacation accrual of 22 days 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 Article 26.B.2 below:

PROFESSIONAL:

After 5 years = 22 days
After 20 years = 23 days
After 25 years = 25 days

SUPPORT:

After 10 years = 20 days
After 15 years = 22 days
After 20 years = 23 days
After 25 years = 25 days

2. Employees hired after February 1, 1994

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

PROFESSIONAL:

After 1 year = 10 days
After 2 years = 15 days
After 5 years = 20 days
After 20 years = 23 days
After 25 years = 25 days

SUPPORT:

- After 1 year = 10 days
- After 5 years = 15 days
- After 10 years = 20 days
- After 20 years = 23 days
- After 25 years = 25 days

3. Employees hired after July 1, 2004

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

- After 1 year = 10 days
- After 2 years = 15 days
- After 5 years = 20 days
- After 20 years = 23 days
- After 25 years = 25 days

A new employee will be eligible for vacation after 6 months of service on a pro-rated basis; however, the Employer has the right to give vacations within the first 6 months at its discretion.

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

C. Holiday During Vacation

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

D. General Vacation Provisions

1. Notice of Vacation

Employees shall request vacations in writing, and vacations shall be approved or denied by the Employer in writing. Vacation requests shall be made at least: a) ten (10) days in advance of the scheduled vacation date if the vacation is for up to three (3) days, b) fifteen (15) days in advance of the scheduled vacation date if the vacation is for between four (4) and ten (10) days, and c) twenty five (25) days in advance of the scheduled vacation date if the vacation is for eleven (11) or more days. Employees shall be given at least five (5) days' notice of approval of their vacation time. The 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

The maximum vacation accrual shall be 1.5 times the employee's vacation accrual. (For example, an employee who accrues 10-days per year will have an accrual cap of 15 days.) Once the employee reaches his/her maximum accrual, he/she shall not accrue additional vacation until the vacation balance is reduced.

No employee who has accrued vacation in excess of the 1.5x cap shall forfeit any accrued vacation. And, as to any employee who has accrued between 1.5x and 2.0x of the existing cap, the employee may request to use such excess, accrued vacation time, and JVS will not deny such request unless it has an undue impact on JVS operations.

3. Vacation Accrual Notifications

Each employee shall be given a monthly statement on his/her paycheck of 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 eligible employees will earn one (1) day per month of sick leave starting in the first month of the first year of employment with the maximum accrual of 520 hours. An employee is eligible to begin using accrued sick leave on the ninetieth (90th) day of employment. The Employer shall retain the discretion to grant sick leave, if at all, before the ninetieth (90th) day of employment.

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

4. Each employee shall be given a statement at least once every six (6) months of accrued sick leave, personal leave and comp. time.

B. Procedures

1. Disability Claims and Paid Family Leave Claims Under California Law

Employees shall be required to make claims for disability benefits under the California Unemployment Insurance Code and for Paid Family Leave whenever applicable. If the employee has accumulated sick leave, he/she shall receive said pay from the Employer at

full salary less State Disability and/or paid Family Leave under California law payments actually received by the employee.

2. Intent to Return from Sick leave

An employee on sick leave shall advise the Employer not later than one (1) day before the expiration of such leave of his/her intent to return to employment, unless he/she has obtained a written consent of the Employer for a leave of absence beyond expiration of said leave. Failure to return to employment or failure to negotiate a leave of absence in accordance with this Agreement shall be construed as a resignation to take effect at the end of the sick leave. In such event, the provisions of Article 17 above on severance pay shall not apply.

3. Abuse of Sick Leave

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

4. Medical Appointments

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

5. Illness During Vacation

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

ARTICLE 28. LEAVES OF ABSENCE

A. California Family Rights Act, Family Medical Leave Act and California Paid Family Leave Insurance Program

1. 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), and the California Paid Family Leave Insurance program as long as such law(s) are in effect and applicable to JVS SoCal. All leaves of absence taken by employees under Article 28 above (Leaves of Absence) and/or Article 27 above (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 deemed 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. An employee who is granted or takes a leave under either the CFRA or FMLA must utilize any accrued vacation benefits during the period of said leave to the extent such leave exceeds any leave to which said employee would otherwise be entitled under this Agreement. Any employee who is granted or takes a leave under either the CFRA or FMLA or both for the serious health condition of the employee must utilize any accrued sick leave. Any portion of a leave that occurs after all vacation and/or other paid time off benefits above been exhausted shall be without pay.

3. No benefits, other than seniority, shall accrue during any leave. Vacation shall continue to accrue during paid leave.

4. The Employer shall give a notice informing employees of their right to California Paid Family Leave Benefits to all new employees and to each employee leaving work due to pregnancy, non-occupational sickness or injury, or the need to provide care for any sick or injured family member or new child who is unable to care for him or herself.

5. The above summary of CFRA, FMLA and the California Paid Family Leave Insurance Program 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 12-month period, employees shall be entitled to extended leave without loss of seniority on the following basis:

(a) Those with six months to 1 year employment shall be entitled to 3 months extended leave, including any paid sick leave to which they are entitled.

(b) Those with 1 year to 3 years employment shall be entitled to 6 months extended leave, including any paid sick leave to which they are entitled.

(c) Those with 3 years of employment or more shall be entitled to 1 year extended leave, including any paid sick leave to which they are entitled.

(d) An employee who takes extended leave for 12 continuous months must be employed for 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, he/she shall return at the pay rate he/she was 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) day notice to the Employer prior to returning from any extended leave.

If an employee is not able to return to work at the end of an extended leave, he/she is deemed to have resigned.

During the time an employee is on extended leave, the Employer shall make no contributions on his/her 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 her physician.

C. Bereavement Leave

A leave of absence without loss of pay of four (4) calendar days, exclusive of the employee's Sabbath or other religious holidays which extend the bereavement period, and one (1) additional calendar's day leave of absence without pay (although paid vacation time may be taken for such day), 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 members as well as equivalent relatives of a domestic partner). Such leave may be extended without loss of pay for up to an additional two (2) working days, 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 he/she 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 his/her 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 Union, one Management, and one 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. Personal Leave

Employees may take the equivalent of three days per year in hourly increments of personal leave, provided they give reasonable advance notice. Such leave will be deducted from accumulated sick leave.

J. 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.

K. Catastrophic Illness Leave Bank

1. Use Of Catastrophic Leave Bank

Employees may receive paid leave up to a maximum of three (3) months by using hours accrued in the leave bank for the employee's catastrophic illness defined in Paragraph 3 below. Employees may also receive up to a maximum of one (1) month's paid leave under this section for the catastrophic illness of an immediate family member as defined in Paragraph 3 below. To be eligible for paid catastrophic illness leave from the bank, the employee must have exhausted all accrued sick leave, compensatory time, and vacation time. Use of this benefit is subject to hours available in the leave bank. All requests under this section must be in writing and submitted to the President and CEO for approval and are subject to their discretion. Evidence of medical condition must accompany the request. If FMLA/CFRA leave is applicable, catastrophic leave will be concurrent with FMLA/CFRA leave. Catastrophic leave shall not be used to extend an FMLA/CFRA leave beyond the terms listed in this Paragraph.

2. Donation/Contribution

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

3. Catastrophic Illness Defined

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

4. Immediate Family Defined

For purposes of Paragraph 1 above, the term immediate family means spouse, registered domestic partner, parent, child, grandparent, or a family member residing with the employee whose illness results in a dependency need for care from the employee.

Determination of whether an individual meets the definition of immediate family is within the sole discretion of the President and CEO.

ARTICLE 29. PENSION

Employees hired on or before December 31, 2005 shall be required to join the Federation Council Basic Pension Plan at the time they become eligible therefore, and shall be entitled to the benefits hereunder. The Employer shall contribute to the plan as actuarially required. The current formula of 1.5% shall not be reduced, nor shall other terms of the Defined Benefit Plan be changed to be less favorable to eligible Employees, during the term of this Agreement.

The Employer, through the Federation, implemented a new tax qualified defined contribution plan effective January 1, 2006 for employees hired on or after January 1, 2006. New employees hired on or after January 1, 2006 will not participate in the Federation Council Basic Pension Plan. The defined contribution plan will have the following features:

A 5% annual contribution; 3 year vesting; and payment options at employee's choice: Either a lump sum or at normal retirement a monthly annuity consistent with IRS tax qualification requirements and regulations.

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

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

Where the Employer requires a license or certificate for continued employment after an employee has been hired, the Employer will pay the minimum cost required to renew or maintain the license or certificate, including the minimum cost of any courses needed to renew or maintain such license or certificate, and will grant time off with pay to attend such courses at Employer discretion. This Section shall not apply to standard Class 3 driver's licenses.

If the Employer requires an employee to be licensed or certificated, such costs shall be borne by the Employer.

ARTICLE 32. REST PERIODS

All full-time employees shall be allowed two (2) fifteen-minute paid rest periods, relieved of all duty, 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.

ARTICLE 33. PARKING

There is no charge to park at 6505 Wilshire for employees. Where parking is not provided by Employer, Employer shall reimburse the employee for the cost of parking.

ARTICLE 34. CAFETERIA BENEFITS

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

ARTICLE 35. JURY PAY

When an employee is called for jury duty, the employee shall receive full pay for up to seven (7) consecutive 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 he/she was 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 36. 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 37. DURATION

This Agreement is to be effective November 10, 2023, shall remain in full force and effect through June 30, 2027, and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

IT IS SO AGREED:

AFSCME Local 800, AFL-CIO
Jewish Communal and Social Agency
Services

Marc Bender

[Marc Bender \(Dec 19, 2023 19:35 PST\)](#)

Marc Bender, Chief Negotiator
AFSCME Local 800

Lilia Arbona

[Lilia Arbona \(Dec 15, 2023 20:17 PST\)](#)

Lilia Arbona
President, AFSCME Local 800, and
Bargaining Committee Member

JVS SoCal

Ted Feldman

Ted Feldman, Chief Administrative
Officer

David A. Wimmer

David A. Wimmer, Chief Negotiator,
Swerdlow Florence Sanchez Swerdlow &
Wimmer, A Law Corporation

PART THREE: SALARY RANGES

EXHIBIT A – WAGE RANGES

Professional Staff

[See attached]

Support Staff

[See attached]

** Salary ranges may increase beyond the numbers listed. See Article 22 above.

		Professional Staff									
Grade	Classification	Effective 10/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 10/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 10/1/2023	Effective 7/1/2024
4A	Program Assistant Scholarship Program Coordinator Program Coordinator Program Coordinator Non-Health Works	\$ 39,676.63 \$ 19.08	\$ 58,186.76 \$ 27.97	\$ 40,866.93 \$ 19.65	\$ 59,932.36 \$ 28.81	\$ 61,730.33 \$ 29.68	\$ 43,355.72 \$ 20.84	\$ 63,582.24 \$ 30.57			
5A	Recruitment Intake Supervisor	\$ 44,582.52 \$ 21.43	\$ 65,492.55 \$ 31.49	\$ 45,920.00 \$ 22.08	\$ 67,457.33 \$ 32.43	\$ 69,481.05 \$ 33.40	\$ 48,716.52 \$ 23.42	\$ 71,565.48 \$ 34.41			
6A	Career Coach Case Manager/Vocational Evaluator Case Manager I Job Developer Staff Account Office Administrator	\$ 50,045.64 \$ 24.06	\$ 73,612.04 \$ 35.38	\$ 51,547.01 \$ 24.78	\$ 75,820.40 \$ 36.44	\$ 78,095.01 \$ 37.54	\$ 54,686.22 \$ 26.29	\$ 80,437.86 \$ 38.66			
7A	Counselor Case Manager II Case Manager/Vocational Evaluator II Trainer/ Program Instructor Career Counselor Employment Counselor II	\$ 56,173.11 \$ 27.01	\$ 82,546.26 \$ 89,294.40 \$ 39.69 \$ 42.93	\$ 57,858.30 \$ 27.82	\$ 85,022.65 \$ 91,977.60 \$ 40.88 \$ 44.22	\$ 87,573.33 \$ 94,744.00 \$ 42.10 \$ 45.55	\$ 61,381.87 \$ 29.51	\$ 90,200.53 \$ 43.37 \$ 46.92			
7 1/2 A	Senior Accountant Grant and Management Accountant Senior A/P Specialist	\$ 58,380.40 \$ 28.07	\$ 85,823.72 \$ 87,568.00 \$ 41.26 \$ 42.10	\$ 60,131.81 \$ 28.91	\$ 88,398.43 \$ 90,188.80 \$ 42.50 \$ 43.36	\$ 91,050.38 \$ 92,892.80 \$ 43.77 \$ 44.66	\$ 63,793.84 \$ 30.67	\$ 93,781.90 \$ 45.09 \$ 46.44			
8A	Grants Development Specialist Program Supervisor/Case Manager Grant Writer Grant Officer Data and Evaluation Specialist	\$ 63,093.68 \$ 30.33	\$ 92,786.52 \$ 44.61	\$ 64,986.49 \$ 31.24	\$ 95,570.12 \$ 45.95	\$ 98,437.22 \$ 47.33	\$ 68,944.17 \$ 33.15	\$ 101,390.34 \$ 48.75			
9A	Open	\$ 68,856.53 \$ 33.10	\$ 99,814.21 \$ 47.99	\$ 70,922.23 \$ 34.10	\$ 102,808.64 \$ 49.43	\$ 105,892.90 \$ 50.91	\$ 75,241.39 \$ 36.17	\$ 109,069.68 \$ 52.44			
10A	Open	\$ 78,658.01 \$ 37.81	\$ 114,039.54 \$ 54.83	\$ 81,017.75 \$ 38.95	\$ 117,460.73 \$ 56.47	\$ 120,984.55 \$ 58.17	\$ 85,951.73 \$ 41.32	\$ 124,614.08 \$ 59.91			

Support Staff										
Grade	Classification	Effective 10/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026					
8-1/2B	Receptionist Clerk	\$ 32,136.00 \$ 15.45	\$ 44,133.44 \$ 21.22	\$ 33,100.08 \$ 15.91	\$ 45,457.44 \$ 21.85	\$ 34,093.08 \$ 16.39	\$ 46,821.17 \$ 22.51	\$ 35,115.87 \$ 16.88	\$ 48,225.80 \$ 23.19	
9B	Accounting Clerk Receptionist II	\$ 34,042.53 \$ 16.37	\$ 47,025.68 \$ 22.61	\$ 35,063.81 \$ 16.86	\$ 48,436.45 \$ 23.29	\$ 36,115.72 \$ 17.36	\$ 49,889.54 \$ 23.99	\$ 37,199.19 \$ 17.88	\$ 51,386.23 \$ 24.70	
11B	Sr. Bookkeeper	\$ 38,263.47 \$ 18.40	\$ 48,654.11 \$ 23.39	\$ 39,411.37 \$ 18.95	\$ 50,113.73 \$ 24.09	\$ 40,593.72 \$ 19.52	\$ 51,617.15 \$ 24.82	\$ 41,811.53 \$ 20.10	\$ 53,165.66 \$ 25.56	
13B	Salesdforce Data Analyst	\$ 44,968.77 \$ 20.62	\$ 56,859.09 \$ 28.62	\$ 46,317.83 \$ 21.24	\$ 58,564.86 \$ 29.48	\$ 47,707.37 \$ 21.88	\$ 60,321.81 \$ 30.37	\$ 49,138.59 \$ 22.53	\$ 62,131.46 \$ 31.28	
14B	Open	\$ 46,875.30 \$ 22.54	\$ 59,108.61 \$ 28.42	\$ 48,281.56 \$ 23.21	\$ 60,881.87 \$ 29.27	\$ 49,730.01 \$ 23.91	\$ 62,708.32 \$ 30.15	\$ 51,221.91 \$ 24.63	\$ 64,589.57 \$ 31.05	

EXHIBIT B – 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 the JVS SoCal 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 Jewish Communal and Social Agency Employees Union, American Federation of State, County and Municipal Employees (AFSCME), Local 800 AFL-CIO, on the 31st 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 JVS SoCal employees. If you have not already done so, I suggest that you contact the Personnel & Benefits Department at (323) 761-8892 at your earliest convenience to discuss the benefits.

FIRST NAME, I'm pleased to officially welcome you as a member of the JVS SoCal 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

EXHIBIT C – PROGRESSIVE DISCIPLINE

The parties agree to adopt the following advisory procedures in addressing disciplinary or other work-related problems. The parties to these procedures recognize that the level of discipline imposed will be commensurate with the seriousness of the performance or conduct issue being addressed. The determination as to what level of discipline (reflected below) is to be imposed is the sole prerogative of the Employer.

A. Letter of Warning: A written notice to an employee reflecting the need to correct some aspect of his/her 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.

B. Letter of Reprimand: A written notice to an employee reflecting the need to correct his/her 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.

C. 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.

EXHIBIT D – NOTICE TO PARTIES

For the Union, notice per Article 6.D of the Agreement shall be given to:

Lilia Arbona
President
AFSCME, Local 800
3375 E. Slauson Ave.
Vernon, CA 90058
unionlocal800@gmail.com

and

Marc Bender
Business Representative
AFSCME Local 800
AFSCME District Council 36
marc@afscme36.org

For the Employer, notice per Article 6.D of the Agreement shall be given to:

Ms. Alejandra (Allie) Casillas
Vice President, People & Culture
JVS SoCal
6505 Wilshire Blvd., Suite 200
Los Angeles, CA 90048
acasillas@jvs-socal.org

and

Mr. Ted Feldman
Chief Administrative Officer
JVS SoCal
6505 Wilshire Blvd., Suite 200
Los Angeles, CA 90048
tfeldman@jvs-socal.org

LETTER OF UNDERSTANDING
BETWEEN JVS AND AFSCME LOCAL 800

The above parties agree that if the Union files a petition for election with the National Labor Relations Board to conduct an election in an appropriate unit of Employees of CPC, JVS and the union shall meet to agree on a unit description and election date no later than 45 days following the filing of the adequately supported petition.

1. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive bargaining representative for the purpose of collective bargaining with their employer. Further, the parties mutually recognize that the law allows that employees may refrain from such activities and make the voluntary decision to not select a union as their bargaining representative.
2. The Union and its representatives will not coerce or threaten any Employees in an effort to obtain authorization cards. JVS and its representatives will not coerce or threaten any Employee in their decision to sign any authorization cards or support the Union.

It is understood that violations of such agreement shall not be subject to the grievance and arbitration clause of the current JVS/Local 800 collective bargaining agreement but shall be subject to remedies provided by law under the National Labor Relations Act.

SIDE LETTER RE: SERVICE AWARD BENEFITS

JULY 1, 2016

Beginning July 1, 2016, employees will be eligible for the following Service Award Benefits:

\$50.00* on the completion of 5 years of Company service.

\$100.00* on the completion of 10 years of Company service.

\$150.00* on the completion of 15 years of Company service.

\$200.00* on the completion of 20 years of Company service.

\$250.00* on the completion of 25 years of Company service.

\$300.00* on the completion of 30 years of Company service.

\$350.00* on the completion of 35 years of Company service.

\$400.00* on the completion of 40 years of Company service.

*Amazon gift cards (or similar)

Employees must have no First (1ST) Written Warning or higher issued during the prior twelve (12 months) to be eligible for these awards. However, after twelve (12 months) without further disciplinary issues, the employee shall again become eligible for the Service Award Benefit.

Employees on an unpaid Leave of Absence (LOA) will not receive the Service Award Benefit until they return to work.

SIDE LETTER RE: RETROACTIVITY AND RATIFICATION BONUS

Dated November 10, 2023

This Agreement shall be dated as of November 10, 2023. It shall not have any retroactive effect other than the following: Wages shall be retroactive to October 1, 2023, for all bargaining-unit members who are active-duty employees on November 10, 2023.

There shall be a ratification bonus of \$600 paid to each bargaining-unit employee who has been employed by the Employer for less than six months (as of November 10, 2023) and of \$1200 paid to each bargaining-unit employee who has been employed by the Employer for six months or more, provided that there has been unanimous committee recommendation and approval by the Union upon first vote.

/s/ Marc Bender for Union

/s/ Ted Feldman for Employer