COLLECTIVE BARGAINING AGREEMENT

Between

Jewish Family Service of Los Angeles

And

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

July 1, 2016 through June 30, 2019

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The reclassification of Licensed Clinical Social Workers/Licensed Marriage & Family Therapist/Clinicians as Exempt is not anticipated to change performance/ client ratios or standards as these minimum ratios or standards are based upon contracts with the various organizations that provide funding for the Employers' programs. If the terms of such contracts are modified in a manner that affects the required minimum performance ratios or standards the Employer will provide reasonable notice to the union in advance to meet and confer regarding the effects of such changes on bargaining unit employees. *20*
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PART ONE: GENERAL PROVISIONS

ARTICLE 1 -- UNION/MANAGEMENT PROVISIONS

This Agreement, effective July 1, 2016, is between Jewish Family Service of Los Angeles (hereinafter referred to as the Employer), 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. Jewish Family Service Professional

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

B. Jewish Family Service Nonprofessional

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

C. Time-Limited Employees

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

D. Part-Time and Temporary Employees

The foregoing bargaining units shall include part-time employees who normally work one-half (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 18 3/4 hours per week will not be included in the bargaining unit when they work additional hours which are not regularly scheduled. Temporary employees are included only to the extent provided for in specific provisions of the Agreement. The Employer will make every effort, when creating new positions, to endeavor to ensure that they will include a minimum eighteen and three-quarter hours, when operationally and economically feasible.

E. Interns

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

ARTICLE 3 -- UNION SECURITY

A. Employees

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall retain

membership in the Union for the duration of said Agreement. Good standing shall be defined as timely payment of regular dues 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 such employment, either join the Union and remain members of said Union for the duration of said Agreement, or pay a service fee to the Union, to be determined by the Union on an annual basis, for the duration of said Agreement.

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 bi-weekly 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.

Such deductions shall be remitted to the Union in one monthly check, no later than the 15th of the month following the deductions.

ARTICLE 5 -- NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, color, creed, sex, sexual orientation, national origin, political beliefs, age, religion, or physical handicap, as provided by law.

ARTICLE 6 -- MUTUAL OBLIGATIONS

A. *Employer Rules*

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

B. *Management Rights*

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

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

C. *No Strikes*

The parties to this Agreement intend to provide a stabilized relationship and to 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, lockouts, slow downs, work stoppages, or other forms of job action by either party hereto or by any of the employees covered hereunder.

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

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

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

E. *Shop Stewards*

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

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

F. *Bulletin Boards*

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

G. *Union Orientation*

The Employer will permit a new employee who is covered by this Agreement and who wishes to do so to meet once with the employee's shop steward for up to 15 minutes at a time pre-approved by the Employer's designated representative.

H. *Miscellaneous Provisions*

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

   a. Cooperate to maintain standards of workmanship and job performance.

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

   c. Union business shall not be conducted during the regular workday without prior release from JFS management. Prior release from management shall not unreasonably be denied. The Employer shall not be obliged to suffer any financial hardship or to have its work unreasonably interfered with as a result of such activity.

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

2. Supervisors shall not displace bargaining unit employees.

I. *Charitable Contributions*

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

J. *Employer Required Medical Examination*

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

K. *Membership in Professional Organizations*

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

L. *Security at Work Sites*

The Employer will provide reasonable security at all work sites. The parties agree to meet on a regular basis to address concerns about worksite security with the first meeting being scheduled not later than one-month after reaching agreement on this contract.

M. *Dress Code*

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

N. *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. The parties agree to meet on a regular basis to address workload concerns with the first meeting scheduled not later than one-month after reaching agreement on this contract.

O. *Reporting Safety Concerns*

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

P. *Authorized Agents of the Parties*

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

1. The Employer's representative shall be the Director of Human Resources or designee (address: 3580 Wilshire Blvd., Ste. 700, Los Angeles, California 90010).

2. AFSCME Local 800's representative shall be the AFSCME Local 800 President or designee (address: AFSCME Local 800, c/o AFSCME District Council 36, 514 Shatto Pl., 3rd Floor, Los Angeles, California 90020).

ARTICLE 7 -- RIGHT OF ACCESS

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

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

ARTICLE 8 -- POSTING OF JOB OPENINGS

A. *Bargaining Unit Openings*

The Employer will post notices of vacancies, promotional opportunities and new jobs 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 time-limited, 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. There shall be an official, central job posting location at JFS headquarters and jobs will be posted on JFS' website.

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

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

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

B. *Non-Bargaining Unit Openings*

Except when extraordinary circumstances prevail, the Employer will make a good faith effort to post non-bargaining unit jobs, and will give consideration to all applications from bargaining unit personnel. The Employer may decide in its sole discretion who 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 five (5) working days, they have failed to reach an agreement on the wage rate, the Employer shall have the right to establish the wage rate applicable to the new, changed or consolidated classification. The Union shall have a right to grieve the wage rate by filing a grievance within ten (10) working days of the date the Employer notifies the Union of the new wage rate. Should the Union fail to grieve the new wage rate within said ten (10) working days, it shall have been deemed to have agreed to the new wage rate. Job duties shall be assigned by the Employer.

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

ARTICLE 10 -- NOTICE TO UNION OF EMPLOYEE STATUS

At the time a new employee is hired in a classification covered by this Agreement, the Employer shall forward to the Union written notice of the employee's name, date of hire, job classification, agency and work site.

Every twelve (12) months, the Employer shall provide the Union with a list of all employees showing name, date of hire, job classification, work site, rate of pay and hours. The information shall be provided

in both hard copy and electronically in a format compatible with 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.

ARTICLE 11 -- TEMPORARY AND PART-TIME EMPLOYEES

A. Temporary Employees

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

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

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

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

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

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

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

B. Part-Time Employees

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

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

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

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

ARTICLE 12 -- TIME-LIMITED EMPLOYEES

A. Time-limited employees are those (1) who are hired for special programs for which there is no assurance of ongoing funding beyond the period for which the funds are obtained, which shall include programs funded by grants, programs operated on a fee for service basis or programs funded by a third party payor not affiliated with the Employer; and (2) who regularly during the term of this Agreement work over 50% of their time on such program(s). Individuals in this category who do not have all of the normal required qualifications for a job classification must have special qualifications applicable to the program.

B. Upon written request, the Union shall be supplied any information concerning time-limited grants which is relevant to the Union's administration of this Agreement.

C. It is the Employer's intention to continue to provide existing contract benefits to time-limited employees, except in the instances where provisions of specific grants or third party payor programs either do not permit or do not provide funding to allow for such continuation. The Employer will make a good faith effort with the grantor to try and accomplish the purposes herein. The Employer will provide notice to the Union of such cases within seventy-two (72) hours after receiving the grant or third party payor arrangement.

The terms of the grant shall determine whether or not time-limited employees receive paid overtime or compensatory time in lieu thereof.

D. Time-limited employees shall be advised at time of hire of their time-limited status and the terms of such a program.

E. In the event of layoff time-limited employees will be laid off in order of seniority. They shall have bumping rights in their own program. If they have been employed within a time-limited program one (1) year or more they shall have the right to bump into other time-limited programs or into Core programs, provided that these employees have the necessary skills and ability to perform the job and need only basic job orientation, and provided, further, that if they bump into a Core position their seniority, for purposes of future severance only, starts as of the date they bump into a core position. Time-limited employees are not eligible for severance pay except as otherwise provided in Article 18, Section D.

F. If a permanent employee goes into a time-limited job, such employee shall retain all of his or her seniority rights for all purposes, as of the date of becoming a time-limited employee. Core employees previously transferred to a time-limited program, prior to the date hereof, shall continue to accrue seniority rights while a time-limited employee.

Time-limited employees are eligible to be promoted into core positions.

Time-limited employees shall be eligible to transfer into core positions, and be given preference over a new hire when an opening occurs, provided they have the then present skill and ability to perform the available work.

G. In any negotiations under this Article, the Employer's representatives shall be determined by the Employer with adequate notification to the Union.

H. All time-limited employees are required to use their annual vacation allotment within the grant year, unless program managers allow employees to carry over vacations. If no carryover is allowed, the following implementation of this policy shall take place:

1. At the beginning of each program year, the Supervisor or Manager of each Time-Limited program will meet with their staff for the purpose of scheduling vacations for the upcoming year. The employees will schedule vacations in order of seniority. Deviations from the schedule may occur only with management consent. Management shall not unreasonably withhold its consent to scheduling changes.

2. If an employee wishes to take vacation time before it has been accrued, the employee will first use any banked vacation. If there is no banked vacation, management will advance a maximum of one-half of the employee's vacation allotment for the entire year, not to exceed two (2) weeks.

3. The employee may request a waiver of this Article and management will grant such requests on a case-by-case basis, at its discretion. In case of conflict, employee seniority shall prevail.

ARTICLE 13 -- PROBATION

A. General Provisions

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

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

The period of probation may be extended only by express agreement of the employee and the Employer. Probationary employees shall be given a written evaluation not later than 2/3rds of the way through their probationary period. If such evaluation is not given, the probationary period may not be extended. Before extending probation, the Employer will notify the employee in writing, at least five (5) days before the probation period would have ended, with a copy to the Union, of the area(s) where improved performance is needed. The probation period may not be extended for more than thirty (30) days (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:

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

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

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 .

ARTICLE 14 -- EMPLOYEE EVALUATIONS

It is recognized that evaluation is a continuing process and takes place both formally and informally. A formal evaluation of performance and competence of regular employees shall be completed at the end of the probationary period and annually thereafter on a common organizational cycle. Bargaining unit employees who perform any supervisory functions with respect to other bargaining unit employees shall fully cooperate with management in doing performance evaluations of such employees. Nothing contained in this provision shall require an evaluating employee to sign an evaluation with which 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.

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

ARTICLE 16 -- OUTSIDE EMPLOYMENT

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

ARTICLE 17 -- SENIORITY

A. Definition

Seniority shall be defined as an employee's continuous length of employment service with Jewish Family Service. Except for personnel benefits, where eligibility shall be determined by the employee's total length of continuous service in all bargaining units represented by Local 800, seniority shall not be cumulative among or between various Employers whose employees are represented by Local 800, except that in a transfer situation between Employers 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.

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

(a) if the Hours Reduction would result in the employee's loss of health insurance benefit eligibility; or

(b) if the Hours Reduction would result in the employee's loss of bargaining unit membership.

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

In layoff situations where bargaining unit employees are not able to bump into a bargaining unit position they will be offered the positions of non-managerial, non-supervisory or non-bargaining unit employees' who are performing essentially the same work and who are temporary or working less than 18 ¾ hours per week.

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

2. Bumping

(a) An employee to be laid off may, at 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.

(b) An employee subject to an Hours Reduction pursuant to Article 17.B.1(a) or 17.B.1(b) above may, at her/his discretion, choose to accept the Hours Reduction, or take a layoff and receive severance

pay, if eligible, or displace (bump) the most junior employee in the Agency in the same classification, if such a person exists, or, if not, the most junior employee in the Agency in the same pay grade, if such a person exists, whose regular work schedule is above the benefit or bargaining unit membership threshold which triggered the bumping event. The employee so displaced would be transferred into the position vacated by the bumping employee. By way of example only, if a fulltime employee's position's hours were reduced to 25 hours per week, and such reduction would result in the employee's loss of health insurance eligibility, then said employee would displace the most junior employee whose position's hours are at or above the health insurance benefit eligibility threshold. Only employees that take a layoff have recall rights pursuant to Paragraph 3 below.

(c) Any employee who displaces another employee pursuant to either 17.B.2(a) or 17.B.2(b) above, or who is transferred pursuant to 17.B.2(b) above, must have the necessary skills and ability to perform the work without additional training other than basic job orientation or have performed the work previously.

(d) Part-time employees shall have the right to bump employees who normally work a greater number of hours only if the part-time employee agrees to work the additional hours. An employee must elect severance pay or exercise her/his bumping rights within five (5) working days of personal notice that he/she is subject to layoff.

(e) When an employee bumps to a lower grade, 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 payor arrangement as specified in article 12.C. provides either for a general salary limitation or that the employees in specified classifications be paid the rate assigned to the classification, the grant or other contract arrangement shall control.

(f) When an employee fails to pass probation following a lateral transfer, he or she shall have the right to bump back into the position he or she held prior to the transfer.

3. Recall

As work becomes available, at the discretion of the Employer, and employees are to be recalled, those on layoff shall be recalled to work in the classification from which they were laid off on the basis of seniority. It is understood that the laid off employee should have the necessary skill and ability to perform the work available without additional training other than basic job orientation. The rate of pay shall be within the rate range of the job to which the employee is being recalled. No new employee shall be hired to perform work that is within the classification of an employee on layoff, except as otherwise provided herein. Employers shall be encouraged to hire laid off employees from another Employer whose employees are represented by Local 800 prior to hiring new employees. Employees shall maintain recall rights for twelve months.

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

4. Promotion

Senior employees shall be given consideration for any promotion to a higher classification; however, the final judgment in the promotion shall rest solely with the Employer. But if the senior employee, who applies is not promoted, upon 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 18 – TERMINATION (DISMISSALS, RESIGNATIONS, SEVERANCE, DISMISSAL PAY, AND RETIREMENT)

A. *General Provisions*

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

B. *Dismissal Notice and Pay*

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

C. *Resignation Notice*

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

D. *Severance*

1. General Severance Provisions

Except as provided in the next paragraph, no severance pay shall be paid in any case to employees who qualify for benefits under the Employer's disability insurance program. There shall be no severance pay for employees who retire or are eligible for normal retirement under the Employer's retirement program, for employees who voluntarily terminate their employment, for employees who do not complete their probationary period, for employees dismissed for cause or for time-limited employees, except as provided in D.3 below. Where termination is by mutual agreement, employees shall receive severance pay. Termination by mutual agreement as used herein refers only to resignations requested by the Employer and acceded to by the employee.

Severance pay, in accordance with the applicable normal severance schedule shall be payable to any employee with more than two (2) years tenure who shall be forced to leave the service of the Employer as a result of a permanent and total disability which is defined as physical or mental illness which totally and permanently incapacitates him for further service. The application for severance pay under these circumstances must be certified by a doctor selected by the Employer.

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

2. Severance Pay – Core Employees

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

After 1 year or major portion thereof = 1 week of pay
After 2 years or major portion thereof = 2 weeks of pay
After 3 years or major portion thereof = 4 weeks of pay
After 4 years or major portion thereof = 6 weeks of pay
After 5 years or major portion thereof = 9 weeks of pay
For subsequent years of employment (after 5 years): 3 weeks pay for each additional year of employment or major portion thereof, not to exceed a maximum of 26 weeks regular pay.

b. Employees hired after February 1, 1994

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.

3. Severance Pay for Time-Limited Employees

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

Years of Employment	Weeks of Severance Pay
After five years	2 weeks
After seven years	3 weeks
After nine years	4 weeks
After twelve years	6 weeks
After fifteen years	8 weeks

JFS core employees shall continue to be eligible for severance under Article 18, Section D2A and D2B. Any JFS employee who was designated as time-limited prior to the effective date of this Agreement and any JFS employee hired after the effective date of this Agreement who is designated as time-limited shall, for all purposes, be regarded as time-limited and any claim to the contrary by the employee or the Union shall be deemed null and void.

E. Vacation Pay Upon Termination

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

F. Unused Sick Leave at Termination

At retirement or termination, except termination for cause, employees eligible to receive and applying for Employer pension benefits within sixty (60) days shall be paid for one half (1/2) of their accumulated sick leave.

ARTICLE 19 -- HOURS AND OVERTIME

A. Regular Time/Overtime

1. Regular Work Week

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

For timekeeping purposes, the JFS work week is the seven (7) day period beginning at 12:01 A.M. each Monday and ending the following Sunday at midnight. The JFS work day is the 24 hour period beginning at 12:01 A.M. and ending at midnight.

2. Overtime

a. Overtime may only be worked with the prior approval of management. The overtime provisions of this Agreement do not apply to Exempt Licensed Clinical Social Workers/Clinicians & Licensed Marriage & Family Therapists/Clinicians.

b. All time worked beyond seven and three-quarters (7-3/4) hours per day and thirty seven and one-half hours per week, shall be considered overtime, except that time lost during the workday shall be applied against approved overtime or deducted from earned salary. Notwithstanding the foregoing, there are some positions which have a regular work schedule of five seven-and-one-half-hour (7-1/2) days, including drivers in the Transportation and Nutrition programs and cooks in the Hirsh Kosher Kitchen. In such situations, employees shall receive overtime pay for time worked beyond seven and one-half hours in a day for as long as the employee shall continue working in a position which is normally scheduled to have five seven-and-one-half-hour (7-1/2) days. Overtime approved by the Employer shall be compensated for in accordance with the following schedule:

(i) Non-Exempt Professional Workers: Time-and-one-half the regular rate of pay, although compensatory time off may be given at the Employer's discretion if requested in writing by the employee within a reasonable period of time as requested by the employee. Employees may not accrue more than 240 hours of compensatory time off. Any employee who has accrued 240 hours of compensatory time off must be paid overtime compensation for any additional overtime hours of work.

(ii) All Other Non-Exempt Employees: Time and one-half the regular rate of pay.

c. Non-Exempt employees required to work on a Sunday which is not regularly scheduled as a working day for the employee shall be paid double time for all hours worked, provided that, the Employer may, at its discretion, grant compensatory time off to professional employees for Sunday work in accordance with the provisions of Section A3.b.(i) of this Article.

d. In conformance with the current agreement with regard to Haven House, Tamar House and Hope Cottage shelter staff overnight shifts, the parties agree that at all residential shelters operated by the Employer, employees working overnight shifts may work up to sixteen and one-half (16-1/2) hour shifts without incurring any overtime pay for daily overtime that would otherwise be due pursuant to paragraph 19.A.3 above. Employees shall receive straight time pay for overnight shifts. Nothing herein, however, shall limit the right of employees working overnight shifts to receive overtime if they work greater than 37-1/2 hours in a week, pursuant to paragraph 19.A.3 above. Current employees receiving overtime pay for any part of an overnight shift (at Haven House, Tamar House and Hope Cottage) shall continue to do so for the duration of this Agreement.

e. Guaranteed minimum call for special unscheduled work shall be four (4) hours' pay at the employee's rate of pay, computed in accordance with other provisions of this Article.

3. Shift Differential

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

4. Alternative Workweek Schedule

a. The Employer may, with thirty (30) days' advance notice to the Union and the affected employees, at its discretion, offer non-exempt individual employees on the basis of seniority unless a business necessity requires otherwise or all non-exempt employees in an identifiable Employer program, department, location and/or job classification the option of working a four (4) day workweek, known as an "alternative workweek schedule," so long as such employees are covered by this Agreement and are at least eighteen (18) years of age. Employees shall have up to ten (10) workdays to decide upon any option offered.

b. An employee may decline an alternative workweek schedule assignment and continue to work his or her regularly scheduled five (5) day workweek. In the event of a lateral transfer or an employee bumping an employee working an Alternative Workweek Schedule, the bumping or transferring employee shall have the option to work the Alternative Workweek Schedule or a regular five-day workweek schedule.

c. The Employer, with thirty (30) days' advance notice to the Union and the affected employees, may reassign any employee working a four (4) day alternative workweek schedule to a five (5) day regular workweek schedule of not more than thirty-seven and one-half (37-1/2) hours per week. Under such circumstances, reassignment shall be by seniority unless a business necessity requires otherwise.

d. The standard workweek for an employee working pursuant to an alternative workweek schedule shall be comprised of a fixed schedule of either four days a week at eight and a half (8-1/2) hours per day or four days a week at nine and a quarter (9-1/4) hours per day, but never a combination of the aforementioned options.

e. Overtime hours for employees working pursuant to an alternative workweek schedule may only be worked with the prior approval of management.

f. Employees working an alternative workweek schedule shall incur daily overtime wages in accordance with the following and not pursuant to Article 19.A.3. above:

i. Employees working an alternative workweek schedule of eight and a half (8-1/2) hours per day shall be eligible for overtime pay for all time worked in excess of eight and a half (8-1/2) hours per day and thirty-four (34) hours per week.

ii. Employees working an alternative workweek schedule of nine and a quarter (9-1/4) hours per day shall be eligible for overtime pay for all time worked in excess of nine and a quarter (9-1/4) hours per day and thirty-seven (37) hours per week.

g. Alternative workweek schedule overtime hours approved by the Employer shall be compensated at time-and-one-half the regular rate of pay.

h. With respect to employees assigned to alternative workweek schedules, this paragraph 5 shall supersede any conflicting provisions of Article 19.A paragraphs 1 through 4.

i. Nothing herein shall be deemed to diminish or compromise the Employer's rights under Article 6, Paragraph B above.

B. Exempt Employees

Licensed Clinical Social Workers (LCSW) and Licensed Marriage & Family Therapist/Clinicians (LMFT) will be classified as Exempt employees under state and federal law. Such employees will be exempt from the overtime provisions of the agreement and will receive a 4% increase in addition to any across the board increases. This increase shall apply to the minimum and maximum salary contract and pay rate for the classification of Social Worker III and Clinician III.

The reclassification of Licensed Clinical Social Workers/Licensed Marriage & Family Therapist/Clinicians as Exempt is not anticipated to change performance/ client ratios or standards

as these minimum ratios or standards are based upon contracts with the various organizations that provide funding for the Employers' programs. If the terms of such contracts are modified in a manner that affects the required minimum performance ratios or standards the Employer will provide reasonable notice to the union in advance to meet and confer regarding the effects of such changes on bargaining unit employees.

C. General Provisions

1. Meal Allowance

When overtime is required to be worked and is worked, for at least two (2) hours and is concluded after 7:00 p.m., employees shall be eligible to receive a dinner allowance. Exempt employees shall be eligible to receive a dinner allowance after eight (8) hours work if work is concluded after 7:00 p.m. For overtime worked other than on a regular workday, employees shall be eligible to be reimbursed for meals as follows: a lunch allowance if work is from before 11:00 a.m. to after 1:00 p.m.; a dinner allowance if work is concluded after 7:00 p.m. When overtime is worked in a place other than the regular office after regular office hours, dinner money shall be paid to that employee except in the case where dinner is provided. Employees must submit a vendor meal receipt to their supervisor in order to receive reimbursement.

The meal allowance shall be up to $10.00 for breakfast, up to $14.00 for lunch and up to $18.00 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 residence and his/her regular work location as defined by the Internal Revenue Code. Documentation and request for payment will be in accordance with each Employer's expense reimbursement guidelines. Employees using their own vehicles in connection with their work must have adequate liability insurance as required by Sections 16430 et seq. of the California Vehicle Code, as same may be amended, and/or any successor law, and upon request furnish proof of compliance to the Employer.

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. Short Turn Around

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

5. No Excessive Hours

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

6. Keeping Accurate Time Sheets

All employees must indicate any period of time out of the office on their timesheets. This includes sick leave, doctor/dentist appointments, vacation, seminars, conferences, telecommuting, etc. Any employee who fails to accurately report their time pursuant to this policy will be subject to discipline.

7. On-Duty Meals

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

ARTICLE 19A – TEMPORARY LAYOFF

A. "Temporary Layoff" shall mean a layoff for a period not to exceed sixty (60) days.

B. Employer and the Union agree that the Employer may place employees on Temporary Layoff under the following conditions:

1. The Employer shall provide the Union with evidence of a funding shortfall, funding gap or reduction in funding for the program or department in which the affected employees work; or
2. The Employer shall provide the Union with evidence of a threat of a funding shortfall, funding gap, or reduction in funding for the program or department in which the affected employees work.
3. The Employer shall provide thirty (30) days written notice to employees and the Union prior to placing employees on Temporary Layoff.

C. No employee shall be on Temporary Layoff more than once in any eleven (11) month period.

D. An employee to be placed on Temporary Layoff shall be the most junior employee in his/her classification in his/her department or program, provided, however, that key functions of the department or program can continue to be conducted. If the necessity for maintaining key functions, such as providing language-specific services, requires that a more junior employee remain at work and a more senior employee is placed on Temporary Layoff, then the Employer shall notify the Union and provide an explanation of the reason for this irregularity in the application of seniority.

E. Employees on Temporary Layoff shall accrue seniority, sick leave and vacation leave during the Temporary Layoff period. Such accrual shall be based upon their regularly-scheduled hours of work immediately prior to the Temporary Layoff and shall be credited immediately upon the employee's return to work, or their permanent layoff.

F. Employees on Temporary Layoff who are enrolled in any of the Employer's Health and Dental Insurance Plans, Long-term Disability Insurance Plan, Pension Plans or the Group Term Life Insurance Plan shall continue to be enrolled in such plans for the duration of the Temporary Layoff period. Employer shall continue to make its usual payments on behalf of employees on

Temporary Layoff to maintain their enrollment in these plans during the term of the Temporary Layoff.

G. For employees on Temporary Layoff, JFS shall also pay the employee's share of the premiums for health and dental benefits while the employee is on Temporary Layoff, up to the amount of severance and vacation pay accrued by the employee. JFS shall not be obligated to make such payments unless the employee has agreed in writing that JFS will be repaid for such expense, either through deduction from severance and vacation accrual paid to the employee if the Temporary Layoff shall become a permanent layoff, or, if the employee is recalled to work during the Temporary Layoff period or upon completion of the Temporary Layoff period, through a payroll deduction upon their return. In no event shall JFS be obligated to make such payments on behalf of an employee on Temporary Layoff in excess of the amount of severance and vacation payout potentially owed to the employee by JFS should their Temporary Layoff become a permanent layoff.

H. Employees receiving notice of Temporary Layoff may choose to accept voluntary permanent layoff and receive payout of any severance and/or vacation pay owed to them upon their date of separation, pursuant to this Agreement. In addition, employees receiving notice of Temporary Layoff who are immediately eligible to receive Employer pension benefits may choose to retire instead of accepting permanent layoff and receive payout of ½ of their accrued sick leave pursuant to this Agreement. Employees who choose a voluntary layoff in these circumstances shall waive their recall rights outlined in this Agreement.

I. Any employee who is given notice of Temporary Layoff shall receive notice of their bumping rights and notice of their available bumps, should a bump exist in the event they become permanently laid off during or upon completion of the Temporary Layoff period. An employee with an available bump shall notify the JFS H.R. Department within ten (10) working days of being given notice of their available bump whether, in the event they become permanently laid off during or upon completion of the Temporary Layoff period, they will exercise their bump or take the layoff and receive severance pay, pursuant to this Agreement.

J. JFS will contact Jewish Free Loan and endeavor to secure a postponement of any payments due by employees on Temporary Layoff during the term of their Temporary Layoff.

K. The layoff, bumping and severance provisions of this Agreement (Articles 17 and 18) shall not apply in the event of an employee being placed on Temporary Layoff.

L. In the event that an employee on Temporary Layoff is not recalled to work during or at the end of the Temporary Layoff period, the Temporary Layoff shall then become a regular Layoff and the layoff, bumping and severance provisions of this Agreement (Articles 17 and 18) shall apply. If, based on the application of the layoff and bumping provisions of this Agreement, the employee on Temporary Layoff would be recalled to work, then the employee shall be notified and given five (5) days in which to return to work or accept the layoff. The 30-day Temporary Layoff notice given to the employee and Union shall be considered due layoff notice under Paragraph 17.F above.

M. This provision shall terminate upon expiration of the 2013-2016 CBA on June 30, 2016. It shall not be subject to either a written extension agreement or be part of any status quo that would continue following expiration of the CBA.

ARTICLE 19B -- FURLOUGH

A. This entire Article 19B shall cease to exist upon the expiration of this Collective Bargaining Agreement on June 30, 2016; it shall not be subject to either a written extension agreement or be part of any status quo that would continue following expiration of the CBA.

B. It is the intent of the parties that, if implemented, a Furlough Plan shall be implemented across the board in lieu of and/or in mitigation of layoffs, affecting all employees on an equivalent basis. If either party believes that an employee or group of employees should be exempted from a Furlough Plan, or have a lesser Furlough Plan than other employees, the Parties shall meet and confer regarding such an exemption from the Furlough Plan or reduced Furlough Plan.

C. A "Furlough Hour" shall be defined as a regularly-scheduled hour of work which is not worked by the employee and for which the employee is not paid.

A "Furlough Plan" shall be defined as a plan establishing the number of Furlough Hours to be taken each calendar month and the number of months in which it will be in effect.

The Parties agree that the Employer may furlough fulltime employees up to a maximum of 7.75 Furlough Hours per calendar month and may furlough part-time employees on an equivalent, pro-rated basis.

E. As soon as the Employer begins serious consideration of a Furlough Plan, it shall notify the Union. The Parties, at that time, shall Meet and Confer as to implementing a Furlough Plan in lieu of and/or in mitigation of layoffs.

In any event, the Union and the affected employees shall be provided with no less than thirty (30 days written notice in advance of a Furlough Plan being implemented.

Before implementation, such a Furlough Plan shall be reduced to writing and it shall include, at a minimum:

1) the specific number of hours employees will be furloughed
2) the number of months which the Furlough Plan will be in effect
3) that consideration shall be given to employee preferences in scheduling

such furlough days and that if there is a conflict, seniority shall prevail.

Alleged violations of the terms of this Article 19B shall be subject to the grievance and arbitration procedure.

F. No employee shall lose benefit eligibility or have his/her benefits reduced due to taking furlough hours because Furlough Hours shall be considered to have been worked for all purposes except, of course, actual hourly compensation.

For example, vacation and vacation and sick leave accrual shall continue as if Furlough Hours were worked.

G. An employee on furlough shall not be considered as laid off and therefore the bumping and severance provisions of this Agreement (Articles 17 and 18, respectively) shall not apply.

ARTICLE 20 -- SUB-CONTRACTING

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

1. No current regular full-time or part-time bargaining unit employee shall be laid off as a result of sub-contracting.

2. The Union will be notified of any sub-contract when a final decision is made by the Employer.

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

ARTICLE 21 -- GRIEVANCE AND ARBITRATION PROCEDURES

A. Definition

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

Neither the employee nor the Union may file a grievance regarding any document placed in the employee's personnel file unless such document is used to support the following disciplinary action: demotion, disciplinary transfer, suspension or termination. Such discipline will be for cause and is subject to grievance and arbitration. Any grievance filed because of such disciplinary action shall be deemed to also include a grievance over all documents used in support of such action.

B. Union Representation

An employee may choose to be represented by the Union at any step of the grievance procedure, and at any meeting or interview with the Employer at which the employee has reasonable cause to believe disciplinary action may result. If the employee chooses not to be represented by the Union in the processing of a grievance, a representative of the Union shall have the right to be present as an observer at any formal meeting with said employee.

C. Informal Discussions

It is the parties' intention that serious, good faith attempts shall be made to resolve all disputes arising in connection with this Agreement on an informal basis. Therefore, the parties expect and encourage that before a written grievance is filed there shall be direct discussions between the employee and 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 Employer shall meet with the grievant and/or the union steward to discuss the grievance. If the grievance is not settled at that time, the Employer's designee shall provide a response to the grievance in writing within five (5) working days. Depending on availability and the nature of the grievance, the Employer's designated representative for Step II shall be a different person than for Step I, so long as circumstances permit.

Step II

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

2. The Union may, in writing, request arbitration within fifteen (15) working days of receipt of the decision rendered by the Employer's designee.

E. Arbitration

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

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

3. The arbitrator's decision shall be final and binding on the parties, and any affected employees whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) calendar days after the close of the arbitration or the filing of briefs, if any, whichever is later.

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

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

6. At any time prior to the arbitration, the parties may agree to refer the matter to a non-binding mediator. Selection of the mediator shall be by mutual consent of the parties. The fees of the mediator shall be borne equally by the parties. Consent and/or participation in the mediation process shall not negate or limit either party's rights to arbitration, except as otherwise limited by this Agreement. No offer made or considered, or discussions had at mediation shall be allowable as evidence at any later arbitration of the same matter.

F. *General Provisions*

1. The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. If the time limits for a grievance response are exceeded by the Employer, the grievance shall be considered denied on the last day the response could have been timely made.

2. Any time limit contained in this Article may be extended only by written, mutual agreement of the Union and the Employer.

3. Related grievances may be consolidated at the request of either party.

4. Grievance meetings provided for herein shall be joint meetings at which both the grievant and the Employer's designated management representative shall be present.

5. Both parties shall have access to the grievance and arbitration procedure.

6. Fifteen (15) working days prior to a scheduled arbitration proceeding, the Parties may meet to discuss a proposed issue statement for the arbitration, but shall share documents and witness lists relevant to the case. Documents not shared at that time or witnesses not noticed (other than for rebuttal documents or witnesses) will be barred from the subsequent proceeding, except upon a showing that the document or testimony in question has been newly discovered or other good cause shown.

G. *Progressive Discipline*

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

PART TWO: WAGES AND BENEFITS

ARTICLE 22 – WAGES

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

2.5% effective July 1, 2016

2.5% effective July 1, 2017

2.5% effective July 1, 2018

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 his/her discretion, may advance increments or pay a salary beyond the maximum.

The minimum hourly rate for hourly paid bargaining unit employees shall be $12.60 per hour or thirty (30) percent more than the then current state minimum wage.

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 eligible employees who desire hospital and medical insurance shall be covered by the Employer upon the first day of the month following the completion of thirty (30) days of employment. The Employer reserves the right to select new carrier(s) provided that the benefits are substantially similar to the current carrier.

2. The monthly cap that the employer shall be required to pay for Hospital and Medical Insurance shall be increased 5% to $626.45 on July 1, 2016. The monthly employer paid cap shall increase 5% (to $657.77) on July 1, 2017 and 5% (to $690.66) on July 1, 2018.

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

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

B. *Dental Insurance*

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

C. *Short and Long Term Disability Insurance*

All fulltime and eligible part-time 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 current Plan.

D. *Life Insurance*

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

E. *Vision Insurance*

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

ARTICLE 25 -- HOLIDAYS

A. Recognized Holidays

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

Jewish Holidays	Legal Holidays
Rosh Hashanah (2 days)	New Year's Day
Yom Kippur	Martin Luther King Day
Succot (2 days)	Memorial Day
Shemini Atzeret	July 4th
Simchat Torah	Labor Day
Pesach (1st 2 and last 2 days)	Thanksgiving
Shavuot (2 days)	December 25th

B. General Provisions

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

If any of the above-specified legal holidays fall on Saturday, a compensating day off with pay will be selected by management. If the holidays fall on Sunday, the following Monday shall be considered as a holiday if thus publicly observed, in which case the above holiday provisions shall prevail.

In order to be eligible for holiday pay, the employee must work or be excused from work on the employee's last scheduled workday before and first scheduled workday after the holiday. Employees shall not be eligible for holiday pay for holidays which occur during an unpaid leave of absence.

ARTICLE 26 - - VACATIONS

A. Vacation Period

The vacation period shall be throughout the calendar year. Based upon the needs of the program or department, the Employer may deny all vacation requests during given periods, provided notice is given to the affected employees and the Union at least 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. 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 Allotment*

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

C. *Vacation Accrual*

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

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

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 165 hours per year.

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

PROFESSIONAL:

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

SUPPORT:

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

2. Employees hired after February 1, 1994

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

PROFESSIONAL:

After 1 year = 75 hours
After 2 years = 112.5 hours

After 5 years = 150 hours
After 20 years = 172.5 hours
After 25 years = 187.5 hours

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

3. Employees hired after July 1, 2004

Staff hired after July 1, 2004 shall accrue vacation on the following schedule:
EXEMPT:
After 1 year = 75 hours
After 2 years = 112.5 hours
After 5 years = 150 hours
After 20 years = 172.5 hours
After 25 years = 187.5 hours

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

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

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

D. Holiday During Vacation

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

E. General Vacation Provisions

1. Notice of Vacation

Employees shall request vacations in writing and vacations shall be approved or denied by the Employer in writing. Vacation requests shall be made at least forty-five (45) days in advance of the scheduled vacation date and employees shall be given at least thirty (30) days notice of approval of their vacation time. Each Employer may establish an annual date by which vacation requests must be made. Scheduled vacations shall not be canceled or rescheduled by the Employer except in cases of emergencies or by mutual agreement. Any requirements under this section may be modified by mutual consent.

2. Maximum Vacation Accrual

The maximum vacation accrual shall be one year of the employee's vacation accrual. Once the employee reaches his/her maximum accrual, he/she shall not accrue additional vacation until the vacation balance is

reduced. No employee's current vacation balance shall be reduced as a result of the implementation of this maximum vacation accrual provision.

3. Vacation Accrual Notifications

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

ARTICLE 27 -- SICK LEAVE

A. All Employees

1. Accrued sick leave shall be frozen as of February 1, 1994 for all current employees and current contract provisions shall remain applicable.

2. All fulltime, part-time and temporary employees working a regular schedule of 18.75 hours per week or more are eligible to earn sick leave benefits. Sick leave hours are earned and credited each pay period from the date of eligibility based on actual hours worked, furlough hours taken, and scheduled hours paid when the employee is using vacation, sick, personal, furlough or holiday time.

3. All eligible fulltime employees earn ninety (90) hours of sick leave a year with a maximum accrual cap of 225 hours. Sick leave accrual is pro-rated for part-time employees. An employee may begin using accrued sick leave hours on the ninetieth (90th) day of employment. The Employer shall retain the discretion to grant use of available sick leave hours before the ninetieth (90th) day of employment.

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

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

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

B. Procedures

1. Notification to Employer

Employees must notify the Employer immediately or as soon as he/she is able about the need to take sick leave.

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

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

3. State Disability Claims Under California Law

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

4. Intent to Return from Sick Leave

An employee on sick leave shall advise the Employer not later than one (1) day before the expiration of such leave of 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. A sick leave of absence must be requested if the period of illness extends beyond seven (7) calendar days. A doctor's note may be required for return from sick leave. Failure to return to employment or failure to negotiate a leave of absence in accordance with this Agreement shall be construed as a resignation to take effect at the end of the sick leave. In such event, the provisions of Article 18 on severance pay shall not apply.

5. Abuse of Sick Leave

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

6. Medical Appointments

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

7. Illness During Vacation

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

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

a. The Employer recognizes its duties and obligations under California Kin Care which allows employees to use a portion of their annual sick leave accrual to care for a sick family member, including a child, parent, and spouse, registered domestic partner, grandparent, grandchild or sibling. The Employer agrees that employees may use up to forty-five (45) hours of accrued sick leave per calendar year (pro-rated for part-time employees) for this purpose. All conditions and restrictions placed by the Employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling.

b.. Employees shall be required to make claims for California Paid Family Leave whenever applicable. If the employee has accumulated sick and/or vacation leave he/she shall receive pay from the Employer integrated with Paid Family Leave.

c.. A leave of absence shall be requested if the period of absence extends beyond seven (7) calendar days.

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

9. Employer Notification of Use of SDI and CPFL

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

C. Personal Leave

Fulltime employees may use up to 22.5 available sick leave hours per calendar year (pro-rated for part-time employees) for personal leave, provided they give reasonable advance notice. Such leave will be deducted from accumulated sick leave hours.

ARTICLE 28 -- LEAVES OF ABSENCE

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

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

Such leaves of absence may include but are not limited to serious health conditions of employees, employees' parents, children, or spouse.

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

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

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

1. All leaves of absence taken by employees under Article 28 (Leaves of Absence) and/or Article 27 (Sick Leave) of this Agreement which would qualify an employee as eligible for leave under either the CFRA or the FMLA, or both, shall run concurrently with such CFRA and/or FMLA leave and employees eligible for leave under either the CFRA and/or the FMLA shall be 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. Any employee who is granted a leave under either CFRA or FMLA or both for the serious health condition of the employee must utilize any accumulated sick leave hours and then vacation hours during the leave, unless the leave is due to a pregnancy-related disability and the employee chooses not to use vacation time. An employee who is granted a leave under either CFRA or FMLA for any other reason must utilize accrued vacation hours during the period of said leave. Any portion of a leave that occurs after paid time off benefits have been exhausted shall be without pay.

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

4. The above summary of CFRA and FMLA is not intended to abridge any statutory rights under said acts.

B. *Extended Leave (Including Medical)*

1. All Employees

For good cause shown, including but not limited to medical reasons, maternity, paternity, and adoption (preschool age children), and within a 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 three (3) calendar days exclusive of the employee's Sabbath or other religious holidays which extend the bereavement period shall be granted in the event of a death in the immediate family (parent, spouse, domestic partner, child, brother, sister, grandparent, grandchild, in-laws or step-relatives, or household member as well as equivalent relatives of a domestic partner). Such leave may be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

D. *Military Leave*

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

E. *Union Business Leave*

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

F. *Mutual Benefit Leave*

The Employer may, at its discretion, grant a leave which the parties jointly agree is for the mutual benefit of the Employer and the employee involved. When such mutual benefit leave is granted, seniority shall continue during the term of the leave and the employee shall return to work at the wage scale which 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. Conference and Institute Leave

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

ARTICLE 29 -- PENSION

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

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

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

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

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

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

ARTICLE 30 -- PAYMENT TO BENEFICIARY

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

ARTICLE 31 -- LICENSING/STAFF DEVELOPMENT

A. Where the Employer requires a license or certificate for continued employment after an employee has been hired, the Employer will pay the minimum cost required to renew or maintain the license or certificate, including the minimum cost of any courses needed to renew or maintain such license or

certificate, 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.

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

Jewish Family Service has been certified to offer continuing education classes for LCSW's and LMFT's which qualifies for and meets the requirements for licensing requirements for these classifications. Jewish Family Service will offer these classes to employees in these classifications at no cost to the employee. These employees will receive up to 1½ hours of pre-scheduled release time per month for professional development to attend these classes. LCSW's and LMFT's are responsible for paying for their own license. LCSW's and LMFT's will be responsible for paying for their own classes taken to retain their licenses if such classes are taken outside of those offered by Jewish Family Service. Such outside classes are to be taken on the employee's own time.

ARTICLE 32 -– REST PERIODS

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

ARTICLE 33 -- PARKING FOR EMPLOYEES ASSIGNED TO WORK IN THE SENIOR SERVICES BUILDING AND AT HIRSH FAMILY KOSHER KITCHEN

A. Senior Services Building Project

The Senior Services Building is scheduled to be demolished and replaced with a new structure with ample parking. Demolition is tentatively planned to take place the "Fall of 2014" subject to a number of contingencies. The Union and employees will be kept informed of the project schedule. All employees working in the Senior Services Building will be relocated during construction.

B. Interim Parking Arrangements

Effective July 1, 2013 the Employer has purchased sufficient monthly spaces in a public lot nearby the Senior Service Building for use of employees working there. Once such purchased parking spaces are provided, and except as provided in Section 33.C below, the employer will no longer reimburse the $30/month for fulltime and $25/month for part-time reimbursement for parking. Employees parking in the public lot will be issued parking passes.

During July 2013 non-kitchen staff employees may opt out of receiving a parking pass to use the public lot and continue receiving the appropriate monthly parking stipend. To opt out an employee must sign a

written waiver. There is no guarantee that purchased parking lot pass spaces will be made available in the future if such opting out employees later change their minds and want to park in the public lot. The Employer shall not pay more for such additional monthly parking spaces for opting out employees than it pays for the parking passes for those employees that did not originally opt out. If there are not sufficient parking spaces available for any new employees assigned to the Senior Services Building the Employer and Union shall discuss the situation and attempt to reach an accommodation.

C. The Hirsh Family Kosher Kitchen is expected to remain open and functioning during construction of the new facility. However, construction may interfere with the onsite parking area Kitchen employees have used in the past. Kitchen staff will continue to receive monthly reimbursement of $30/month fulltime, $25/month part-time, until parking is available for them in the new structure.

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 shall be effective July 1, 2016 through June 30, 2019. This Agreement shall remain in full force and effect through June 30, 2019 and shall annually be renewed automatically unless either Party gives at least one hundred and twenty (120) days written notice to the other Party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

If there is such notice provided, then the Parties agree to begin negotiations for a Successor Collective Bargaining Agreement no later than ninety (90) calendar days prior to expiration of the current

Agreement, and to meet with reasonable frequency at reasonable dates and times adequate to reaching tentative agreement prior to the expiration of the Agreement.

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

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

Signatures:

Jewish Family Service of Los Angeles

By: _____
Debby Barak, President

By: _____
Paul S. Castro, Executive Director & CEO

AFSCME Local 800
The Jewish Communal and Social Agency Employees Union, AFL-CIO

By: _____
Gary Guthman, AFSCME District Council 36

By: _____
Charles Orlowski, President AFSCME Local 800

By: _____
Gary Fayman, Vice President AFSCME Local 800

By: _____
Jayme Taylor, AFSCME Local 800 Negotiation Team

By: _____
Alexandra Booke, AFSCME Local 800 Negotiation Team

By: _____
Leslie Brandes, AFSCME Local 800 Negotiation Team

PART FOUR: SIDE LETTERS

EXHIBIT C

Sample Hire Letter

NAME
ADDRESS
CITY, STATE, ZIP

Dear:

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

Employees hired into your job category are required to become members of the Community and Social Agencies, Employees Union Local 800, American Federation of State, County and Municipal Employees, AFL-CIO, on the 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 Federation employees. If you have not already done so, I suggest that you contact the Personnel & Benefits Department (213) 260-7950 at your earliest convenience to discuss the benefits.

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

Sincerely,

cc: Supervisor
Personnel & Benefits

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

_____

EXHIBIT D

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.

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