

COLLECTIVE BARGAINING AGREEMENT

Between



**The Jewish Federation of Greater Los Angeles
and its affiliated agencies**

Bureau of Jewish Education
Jewish Big Brothers/Big Sisters
Jewish Community Foundation

And



**The Jewish Communal and Social Agency Employees
Local 800 of the**

**American Federation of State, County and
Municipal Employees (AFSCME, AFL-CIO, Local 800)**

August 5, 2016 through June 30, 2019

AFSCME LOCAL 800

Executive Officers

Charles Orłowski, President
Gary Fayman, Vice President
Rickey Williams, Chief Steward
Lisa Wiley, Recording Secretary

Contact

AFSCME LOCAL 800

c/o AFSCME District Council 36
514 Shatto Place, 3rd Floor
Los Angeles, CA 90020
General Phone: 213-487-9887
Local 800 Phone: 213-252-1347

WEINGARTEN RIGHTS

If you are called to a meeting with management, you have the right to request union representation, should you believe discipline might result. You must make the request. Management is not obligated to tell you about your Weingarten rights. Make the request before or during the meeting:

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Without representation present, I choose not to participate in this discussion.”

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(AFSCME, AFL-CIO, Local 800)

AUGUST 5, 2016 THROUGH JUNE 30, 2019

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PART ONE: GENERAL PROVISIONS

ARTICLE 1 -- UNION/MANAGEMENT PROVISIONS

This Agreement, effective August 5, 2016, is between the Jewish Federation of Greater Los Angeles and its affiliated agencies (Bureau of Jewish Education, Jewish Big Brothers Big Sisters, and Jewish Community Foundation) (hereinafter referred to individually as the Employer), and the Jewish Communal and Social Agency Employees, Local 800 of the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO, Local 800) (hereinafter referred to as the Union).

A. Miscellaneous Provision: Campaign Development Directors

No more than six (6) Campaign Development Directors will be on the payroll at any one time during the term of the contract and such employees will be excluded from the bargaining unit.

No Campaign Associate positions will be eliminated as a result of the employment of the Development Directors.

Any bargaining unit members who accept a position as Development Director will have full bumping rights back to the bargaining unit should they be terminated by management, within one year of their date of appointment to the new position.

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 Federation General Staff

All office, clerical, technical, facilities department and professional employees of the Jewish Federation of Greater Los Angeles whose job classifications are listed in Exhibit "B"; excluding personnel covered in Section B of this Article, all other employees, managerial and confidential employees, and supervisors.

B. Jewish Federation Campaign Associates

All regular professional positions as listed under Exhibit A employed by the Jewish Federation of Greater Los Angeles. All Regional Directors, Director of Major Gifts, B&P Director, Sr. Associate Campaign Director, Director of the Women's Campaign and the Director of Campaign Planning & Analysis shall be excluded from the bargaining unit.

C. Bureau of Jewish Education

All professional and nonprofessional employees of the Bureau of Jewish Education whose job classifications are listed in Exhibits "C" and "D"; excluding all managerial and confidential employees and supervisors.

D. Jewish Big Brothers Big Sisters

All professional and nonprofessional employees of Jewish Big Brothers Big Sisters whose job classifications are listed on Exhibits "C" and "D"; excluding all managerial and confidential employees, Information Systems Coordinator, supervisors and personnel performing services at Camp Max Straus, including the Camp Services Coordinator.

E. Jewish Community Foundation

All professional and non-professional employees of the Jewish Community Foundation whose job classifications are listed in Exhibits "C" and "D"; excluding all managerial and confidential employees and supervisors.

F. Time-Limited Employees

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

G. 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.

H. Interns

Interns hired or brought on board for a short duration for the purpose of learning about The Federation and its agencies and providing services to The Federation or its agencies 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 covered by this Agreement shall, within thirty-one (31) calendar days after the execution date of this Agreement or thirty-one (31) calendar days after such employee's date of hire, whichever is later, either join the Union and remain members in good standing of said Union, or pay a service fee to the Union, for the duration of said Agreement, provided that the service fee is established in accordance with applicable law and the Union informs all employees in writing, before an initial payment to the Union is due, of the employees' rights to choose between paying union dues or a service fee, to switch their respective choice at least once during or at the end of the term of this Agreement, and such other information about service fees as is required by law. Membership in good standing shall be defined as timely payment of dues uniformly applied to all members.

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 timely pay the service fee 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 application of either the dues check off provisions of the Union Security Article of this Agreement or AFSCME PEOPLE deduction provisions of Articles 3 and 4 of this agreement.

ARTICLE 4 -- UNION DUES CHECK OFF

Regular Union dues and initiation fees (but not fines, or assessments of any kind) shall be deducted monthly by the Employer upon written authorization of any employee covered by this Agreement. Once each month the Employer shall aggregate all such dues and initiation fees and no later than the 10th of the month following the aforementioned deduction, send to the Union by first class mail at the location designated by the Union (currently AFSCME Council 36 at 514 Shatto Place, Los Angeles, CA 90020) all such monies. Simultaneous with the mailing of this money, the Employer shall send to the Union a list of the employees for which these deductions were made. The list shall include the employee's name, amount of deduction, work location, and

a category indicating either 1) Part-Time, which shall be defined as employees regularly scheduled to work at least 18.75 but less than 38 hours per week, or 2) Full-Time, which shall be defined as 38 hours or more per week. A contribution to AFSCME PEOPLE Program shall also be deducted by the Employer in the amount specified in a voluntary, revocable at-will, written authorization of any employee covered by this Agreement, provided that the Employer's untimely or inadvertent failure to make any such deduction shall not be subject to arbitration.

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, to 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.

In accordance with historical practice, the bargaining unit Campaign Staff and the Employer agree that they will always cooperate to bring about the fullest campaign potential. The Employer agrees to meet with the Union and discuss fully with it campaign assignments and responsibilities for the purpose of achieving mutual agreement with respect thereto. However, except as limited in next paragraph, final decisions with respect to campaign assignments shall rest with the Employer. Such agreements or assignment shall not constitute a precedent or relinquish any bargaining unit or non-bargaining unit duties.

However, absent mutual agreement between the Employer and the Union, the Employer will not assign to non-bargaining unit personnel any specific functions that have been historically performed by bargaining unit personnel unless the Employer and the Union have had an opportunity to present their positions to the Campaign Chairman and his steering committee, and the Campaign Chairman thereafter approves of the assignment and specifies the time duration thereof. The decision of the Campaign Chairman shall be final and binding and not subject to the grievance and arbitration procedures of this Agreement.

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. Identifying Parties' Representatives

1. Each party to this Agreement shall inform all other parties in writing of the title, name, mailing and email address of the party's representative for receipt of any notice to be given hereunder for which the specific recipient of that notice has not been established elsewhere in this Agreement. Each party shall also provide written notice to all other parties within five (5) business days of any changes in any of the foregoing information. Attached as Side Letter G is the foregoing information on behalf of each party effective as of August 5, 2016.
2. Within five (5) business days of the ratification of this Agreement and annually thereafter on July 1, the Union will inform each Employer in writing of the name, title, employer and contact information of each Union officer and steward, and will inform each Employer in writing within five (5) business days of any changes to any of that information.

E. Union President/Vice President/Chief Steward

The Employer shall give due consideration to the Union President, Vice President and Chief Steward in the carrying out of duties specific and unique to such office. Such duties do not include those which are performed by shop stewards for agencies other than those covered by this Agreement. The Union will make every effort to locate a shop steward other than the President, Vice President, or Chief Steward. In the event that the Union President, Vice President or Chief Steward is required to perform a shop steward's duties because of the unavailability of a shop steward for an agency not covered by this Agreement, release time for such purpose must be requested and shall be subject to the requirements and limitations set forth in the paragraph below and included in calculation of the one day per week allotment referenced therein. When feasible the Employer will be given two working days' notice of the requested release time. Any request by the Union for a reduction in hours and/or assignments for these officers shall be subject to immediate negotiation between the parties as to such hours and/or assignments and compensation, but in no event shall the Employer be obliged to suffer either 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 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.

F. Shop Stewards

1. The Union may select shop stewards of up to four (4) for JFC (at 6505 Wilshire facility and at the Valley Alliance), one (1) for JBBBS, one for JCF and one (1) for BJE, for the purposes of representing employees in grievances and investigating facts related thereto, attending investigatory interviews that the employee reasonably believes will result in discipline, and to meet with an Employer's designated representative to discuss administration of this Agreement. Unless agreed to by the Employer, no more than one (1) shop steward may attend any such meeting.
2. Shop stewards may perform the foregoing duties only on behalf of employees covered by this Agreement, and where those employees are employed by a different employer than the Steward, the Steward may only perform duties on behalf of those represented employees who work at the same work location as the steward.

3. Except for meetings called by an Employer and as permitted pursuant to Paragraph 2 above, stewards will not perform their steward duties on their working time and they shall not interfere with the work of any other employee whether or not covered by this Agreement
4. The Union shall give the Employer not less than 48 hours prior written notice before appointing or removing a shop steward. Prior to receipt of written notice designating a shop steward, the Employer shall not be obligated to recognize the individual as a steward.

G. Bulletin Boards

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

H. Miscellaneous Provisions

1. The Union and all employees covered by this Agreement agree that they will:
 - a. Cooperate to maintain standards of workmanship and job performance.
 - b. Comply with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.
 - c. Union business shall not be conducted during the regular workday without prior release from the management of the affected Employer. Prior release from management shall not unreasonably be denied. Every effort will be made, when possible, not to disrupt or interfere with the work function of the Employer.
 - d. Not solicit Union members, Union dues, or engage in other Union activities on the Employer's premises during working time.
2. The Jewish Federation recognizes the professional skills and background of its Campaign Associates and other professional employees and shall make no demands inconsistent therewith.
3. Supervisors shall not displace bargaining unit employees.

I. Union Orientation

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

J. Charitable Contributions

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

K. Employer Required Medical Examination

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

L. Membership in Professional Organizations

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

M. Security at Work Sites

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

N. Dress Code

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

O. Workloads

When an employee believes his or her workload to be excessive, he or she may raise the matter with his or her immediate supervisor. If the employee is not satisfied with the response, the employee may raise the issue with the Employer's designated Human Resources official and is then entitled to union representation.

P. Reporting Safety Concerns

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

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 position location at JFC headquarters. In addition, job postings shall be available to the public through the Employer's 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 five (5) 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.

Each 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, agency, work site, rate of pay and hours. The information shall be provided in both hard copy and on disc 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 regular employees on vacation, sick leave, or leave of absence, except as provided in the next two paragraphs. One-year temporary employment shall be the maximum period unless the Union, management and the employee agree to extend the temporary employment.

Temporary employees may be hired as needed, with prior notification to the Union, provided that any qualified regular employee on layoff be offered the temporary work first. Temporary employees shall be hired for no more than six (6) continuous months, except as otherwise provided herein. Said employees shall be entitled to 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 regular 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 regular type for which they may qualify. Any temporary employee that is made regular shall have all time served in a temporary status applied toward seniority.

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

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

B. Part-Time Employees

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

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

The employer agrees that during the term of this Agreement no bargaining unit employee on the payroll as of November 30, 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.

In addition to the previous paragraph, The Jewish Federation may hire time-limited employees for a period of up to one year if said employment is for the purpose of staffing experimental or special programs.

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.

Subject to the requirements of the Fair Labor Standards Act, 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 two (2) years or more they shall have the right to bump into other time-limited programs or into regular 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 regular 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 regular 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. Regular 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 regular positions.

Time-limited employees shall be eligible to transfer into regular 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. Common 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 Employer may extend the period of probation only by express agreement of the employee and the Union. Probationary employees shall be given a written evaluation not later than 2/3rds of the way through their probationary period. Before extending probation, the Employer will notify the employee in writing, at least five (5) days before the probation period would have ended, with a copy to the Union, of the area(s) where improved performance is needed. The probation period may not be extended for more than thirty (30) days (sixty [60] days for professional employees on a six (6) month probation period).

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

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

A new probationary period shall be served by an employee who transfers or promotes to a higher-level position or who bumps to a lower-level position they have not previously held. For employees who fail probation upon promotion see Article 17, B4.

B. Probationary Period

1. All Employees excluding Campaign Associates

A period of no longer than six (6) months shall be considered the full probationary period for all Federation and agency employees excluding Campaign Associates and others in the EF Classifications.

2. Campaign Associates

The probationary period of employment shall be one (1) year after which time employees shall then be considered regular employees. Employment within a period of two (2) consecutive years, up to a maximum of six (6) months, in previous campaigns of the Employer, or as a temporary employee of the Employer, shall be considered as part of the probationary period. Upon satisfactory completion of the probationary period, all conditions of employment shall apply retroactively from the date of original continuous employment.

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 within thirty (30) days after the end of each employment year thereafter or program

year where applicable. Bargaining unit employees who perform any supervisory functions with respect to other bargaining unit employees shall fully cooperate with management in doing performance evaluations of such employees. Nothing contained in this provision shall require an evaluating employee to sign 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. All written statements regarding his or her work performance or conduct placed in an employee's personnel file will be removed upon the request of an employee after twelve (12) months unless the matters raised therein have been incorporated into the employee's next two (2) succeeding performance evaluations. In that case, it shall be removed twelve (12) months following the date of the most recent prior evaluation provided the statement regarding the same problem has not been placed in the file during the proceeding twelve (12) months.
- E. Employees seeking to place relevant material in their personnel files shall provide the material to the custodian of the personnel file who shall place the material in the employees' files in a timely manner and upon request issue a receipt to the employee.

ARTICLE 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 each Employer covered by this Agreement. Except for personnel benefits, where eligibility shall be determined by the employee's total length of continuous service in all bargaining units covered by this Agreement, seniority shall not be cumulative among or between various Employers, 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 within the affected Agency or JFC department and classification, with the least senior employee laid off first, providing the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation. However, an employee may not use any seniority acquired in a non-professional classification in asserting any layoff, bumping or recall rights in a professional classification. Where seniority is equal, priority shall be determined by lot.

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

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

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, or, if not, in the next immediate pay grade below that if such person exists. A grade that has no active classification within it will not be part of the bumping sequence. Any employee who displaces another employee must have the necessary skills and ability to perform the work without additional training other than basic job orientation or have performed the work previously. Part-time employees shall have the right to bump employees who normally work a greater number of hours only if the part-time employee agrees to work the additional hours. An employee must elect severance pay or exercise her/his bumping rights within five (5) working days of personal notice that he/she is subject to layoff.

When an employee bumps to a lower classification, he/she shall be paid at his/her existing salary rate, provided it falls within the range of the new classification, but in no event more than the maximum of the new range. If the employee's existing salary is above the range of the new classification, the employee shall be paid at the top of the range of the new classification into which he/she bumped. Notwithstanding the foregoing, where the terms of a grant, fee for service or third party 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.

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 covered by this Agreement prior to hiring new employees. Employees shall maintain recall rights for twelve months.

4. Promotion

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

Any employee permanently transferred to a higher rated job classification shall be paid a promotional increase not to exceed overall contract agreement rate with a maximum of two jumps, but in no event less than the minimum or more than the maximum rate for the new classification. Such transfer shall have the appropriate probationary period for the job, whether in or out of the bargaining unit. If the Employer determines during the probationary period in the higher rated classification that such employee is not satisfactorily performing the duties of the position, the employee shall be permitted to return to his/her former position, if it is still open. Such return shall be at a salary no greater than the employee's salary in the position held prior to the promotional increase. If there are no openings in the employee's former position, the Employer will endeavor to place the employee in an available bargaining unit position for which he/she is qualified. If none of these options is available, the employee may be terminated, and such termination shall not be subject to the grievance procedure of this Agreement.

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 one (1) week (two (2) weeks for professionals) written notice 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, including Campaign Associates; 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 employees with more than two (2) years tenure who shall be forced to leave the service of the Employer as a result of a permanent and total disability which is defined as physical or mental illness which totally and permanently incapacitates them for further service. The application for severance pay under these circumstances must be certified by a doctor selected by the Employer.

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

2. Severance Pay – Regular 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.

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 immediately receiving (or eligible and applying to receive within three (3) months of retirement or termination, except termination for cause) Employer pension benefits shall be paid for one half of their accumulated sick leave.

ARTICLE 19 -- HOURS AND OVERTIME

A. Jewish Federation Non-Exempt Employees

1. Regular Workweek

Monday through Friday shall be the regular workweek. The regular workday on Monday through Thursday shall begin between 8:00 a.m. and 9:00 a.m. and shall consist of not more than eight (8) hours of work and a one (1) hour unpaid lunch period within a nine (9) hour span. The regular workday on Friday shall begin between 8:00 a.m. and 9:00 a.m. and shall consist of not more than six (6) hours of work and a one (1) hour unpaid lunch period within a seven (7) hour span. The normal workweek shall be thirty-eight (38) hours.

When special circumstances arise which make it difficult for an employee to adhere to the established schedule, the employee may be allowed to start work up to thirty (30) minutes before (or after) regular start time and leave up to thirty (30) minutes early (or late) on that day to complete a full work day, provided 48 hours advance notice is given and with the approval of the supervisor and Human Resources. Such accommodation may be granted only on a limited and temporary basis and approval will not be unreasonably withheld.

Due to the importance of Super Sunday to the annual campaign, for the week of Super Sunday only, the workweek shall begin on Sunday with another day off during the week for all Jewish Federation non-exempt employees.

2. Shift Differential

The Employer may, at its discretion, establish other workdays which will terminate no later than midnight; however, no employees employed prior to September 1, 1962, shall be required to work these shifts unless they do so voluntarily. The Union shall be notified before the establishment of any such shift, specifying the starting date and departments involved. Shifts so worked shall be reimbursed at a rate six percent (6%) above normal.

3. Overtime

- a. Overtime may only be worked with the prior approval of management.
- b. Commensurate with state law, all non-exempt employees shall be paid overtime at the rate of time and one-half for all work performed after eight (8) hours of work in one (1) day or after forty (40) hours worked in any workweek. In the event the Employer requires overtime work, reasonable notice shall be given whenever possible. When an employee is required to work overtime outside the Employer's office, thirty (30) minutes will be added to the amount of time worked to compensate the employee for travel time from the office to the place worked, if such time is not compensated during regular working hours.
- c. Double time will be paid when required by applicable law.
- d. No overtime shall be paid on overtime.

B. Jewish Federation Grades 10A and Above and Campaign Associates

Notwithstanding anything in this Agreement to the contrary, all employees who are non-exempt from State and Federal wage and hour laws who are 10A and above will be covered by and subject to the provisions of

this Agreement that relate to grade 10 and below and not to the provisions applicable to grades 10A and above.

1. Starting Time and Variable Hours

The normal workday for exempt Grades 10A and above and Campaign Associates shall start at 9:00 a.m. or at another start time set by the manager, provided however, that due to the nature of the duties and responsibilities of some of these employees, and the recognition by the Union and Management that the inherent and over-riding role of these employees is to achieve the mission and goals of Jewish Federation through their respective professional services, their particular workday and start and finish times will vary depending on their activities at the time. Employees covered by this Section shall not be required to work excessive hours on an ongoing basis and shall not be required to return to work less than ten (10) hours between work shifts, except in the case of conferences, missions or out-of-town assignments. These employees may be assigned by the Employer to carry out specific duties at specific times.

2. Compensatory Time

In recognition of the extra time worked on weekdays, weekends and holidays, four (4) days of compensatory time with pay per year (to be pro-rated for employees not working a full contract year) shall be granted to exempt employees. Usage of compensatory time must be mutually agreed upon by employee and supervisor. Should the employee desire not to use said compensatory time off by the last day of any contract year, the employee will be compensated at one and one-third percent (1.33%) of his/her annual base salary or pro-ration thereof.

C. Agency Employees

1. Regular Work Week

The basic workweek for professional and clerical workers shall be thirty-eight (38) hours. When special circumstances arise which make it difficult for a non-exempt employee to adhere to the established schedule, the employee may be allowed to start work up to thirty (30) minutes before (or after) regular start time and leave up to thirty (30) minutes early (or late) on that day to complete a full work day, provided 48 hours advance notice is given and with the approval of the supervisor and Human Resources. Such accommodation may be granted only on a limited and temporary basis and approval will not be unreasonably withheld.

2. Overtime

a. Overtime may only be worked with the prior approval of management.

b. Commensurate with state law, all time worked beyond eight (8) hours per day and forty (40) 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. Overtime approved by the Employer shall be compensated for in accordance with the following schedule:

(i) Professional Workers: Time-and-one-half times the regular rate of pay, although compensatory time off shall be given to employees who are regularly scheduled to work no less than forty (40) hours in a workweek if requested in writing by the employee within fourteen (14) days of accruing the overtime. 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. Exempt employees shall not be required to return to work less than ten (10) hours between work shifts, except in the case of conferences, missions or out-of-town assignments.

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

c. Double time will be paid when required by law.

d. 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.

D. General Provisions (For All Employees)

1. Meal Allowance

When overtime is required to be worked and is worked, for at least two (2) hours and is concluded after 7:30 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 7:30 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 7:30 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.

Grant employees will be paid only to the maximum rate allowed by the specific grant covering their program.

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

Non-exempt 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. Business Travel

During travel time, defined as employees travel from their home or work to their destination, employees shall be compensated at 30% greater than the then applicable California state minimum wage. Any hours spent working -while traveling shall not be governed by this section.

Daily overtime compensation for work done while at the destination will be compensated at one dollar (\$1) above the employee's regular rate of pay. Overtime hours after forty (40) hours in a week will be compensated pursuant to applicable state and federal law.

In accordance with applicable law, time spent not working during the business trip, such as during meals, free time, and sleep, will not be compensated.

5. Flex Time

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

6. Short Turn Around

If less than eight (8) hours are given off between work shifts, all non-exempt 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.

If between eight (8) and eleven (11) hours are given off between work shifts, all non-exempt employees covered by this Agreement shall be granted the flexibility to start the next day up to three (3) hours later than regular start time, with the understanding that a full work day will be completed from the flexible start time.

7. No Excessive Hours

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

8. Keeping Accurate Time Records

All employees shall be responsible for accurate recording of their work time, utilizing the timekeeping system established by the Employer for that purpose, whether such system is electronic or manual. They shall indicate any period of time out of the office including sick leave, doctor/dentist appointments, vacation, seminars, conferences, telecommuting, etc. Non-exempt employees shall also record commencement of work, conclusion of work, breaks and meal periods. Any employee who fails to accurately report their time pursuant to this policy will be subject to discipline.

9. Grace Period

There shall be a grace period of up to 5 minutes after the scheduled start time for all non-exempt employees for pay purposes only.

ARTICLE 20 -- SUB-CONTRACTING

Each 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. The written statement must include the date of the occurrence giving rise to the grievance, the section or sections of the Agreement under which the grievance arises, a brief statement of what the dispute is about, and the relief being sought, and must identify the union representative who will be handling the grievance.
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.

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.

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 F, 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. With the exception of Campaign Associates, each employee's wages/salary and the minimum and maximum contract salary/hourly rate shall be increased as follows:
- 3.5% effective July 1, 2016
 - 2% effective July 1, 2017
 - 2% effective July 1, 2018
- B. Campaign Associates: Incentive Pay Plan as described in Exhibit H, which includes negotiated salary/hourly rate increase effective July 1, 2016 (3.5%) and potential performance related bonuses thereafter. Incentive pay metrics for individual Campaign Associates employed as of the effective date of this Agreement are set forth in a separate side letter which has been provided to the Union and may be subject to change with prior notice to the Union and affected employees. Metrics for individuals entering Campaign Associate positions after the effective date of this Agreement will be provided by the Employer to the Union and the affected employee at the time of hire into such position.
- C. An employee who has been employed for less than a full year prior to the effective date of any increase referenced in Paragraph A. above shall have his or her wages/salary adjusted pro rata, based on the number of full months completed as of that time. If a pro rata salary adjustment falls below the range of the classification, then a salary adjustment to the bottom of the range shall apply.
- D. All employees earning less than \$42,000 on an annualized basis shall receive a 1% additional pay increase on July 1, 2016.
- E. 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.
- F. The minimum hourly rate for hourly paid bargaining unit employees shall be \$11.00 per hour.
- G. 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.

Any bargaining unit employee who is temporarily assigned to perform all the duties of an employee in a higher paying classification shall be paid ten percent (10%) above his or her current rate of compensation or the minimum in the higher classification, whichever is greater, for each full day that such employee is assigned to work in the higher classification, provided the employee works the equivalent of two (2) full days in any calendar week or any two (2) 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 under a Federation Plan upon the first day of the month following the completion of thirty (30) days of employment.

2. The Employers shall contribute toward the cost of Employee-only hospital and medical insurance. The monthly cap that the employer shall be required to pay for Hospital and Medical Insurance shall be \$616.25 effective July 1, 2016. The Employer-paid cap for hospital and medical insurance shall increase an additional 5% on July 1, 2017 and an additional 5% on July 1, 2018. Any increases beyond the Employer-paid cap shall be paid by employees.
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 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 Federation 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 Federation Plan.
5. The Employer may, at its sole discretion, offer to bargaining unit employees, in addition to the agreed-upon plans, any plan that it provides for non-bargaining unit employees.

B. Dental Insurance

Employers shall pay employee-only portion of Delta Dental DHMO. Employers 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 Delta Dental DHMO or any agreed upon substitute. 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 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 any group plan made applicable to the Employer's non-Union employees.

C. Vision Insurance

All eligible employees will be offered a vision insurance plan, and the full cost of the vision insurance plan to the employee will be paid by the Employer.

D. Long Term Disability Insurance

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

E. Life Insurance

On the first calendar month after one year of continuous employment, eligible employees will be enrolled in a life insurance policy providing for a benefit of two- and one-half (2 ½) times their annual salary, at the Employer's expense. The Employer will pay such cost for the employee up to the amount of salary covered under the Federation Plan.

ARTICLE 25 -- HOLIDAYS

A. Recognized Holidays

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

Jewish Holidays

Rosh Hashanah (2 days)
Yom Kippur
Sukkot (2 days)
Shemini Atzeret
Simchat Torah
Pesach (1st 2 and last 2 days)
Shavuot (2 days)

Legal Holidays

New Year's Day
Martin Luther King Day
Memorial Day
July 4th
Labor Day
Thanksgiving
December 25th

The foregoing holidays provisions do not apply to Campaign Associates in accordance with the provisions of Article 19.

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, a non-exempt 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.

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, department, or Agency, the Employer may deny all vacation requests during given periods, provided notice is given to the affected employees and the Union at least 3 months in advance, and any such non-vacation period does not exceed 3 months. In emergency situations, the 3-month notice period and the 3-month limitation may be waived, with notification to the Union. Employees shall be given an annual statement of their accrued vacation time by no later than April 30th of each year. The scheduling of vacations shall be approved by the Employer in accordance with the following procedures: (1) Consideration will be given to employees' preference, and in cases of conflicts consideration will be given to senior employees, provided however, 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 and the Bureau of Jewish Education, 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

EXEMPT, PROFESSIONAL OVERTIME ELIGIBLE, AND CAMPAIGN ASSOCIATES:

- After 1 year = 10 days
- After 2 years – 15 days
- After 5 years = 20 days
- After 20 years = 22 days

NON-EXEMPT

- After 1 year = 10 days
- After 5 years = 15 days
- After 10 years = 20 days
- After 20 years = 22 days

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

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

D. Holiday During Vacation

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

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. Approval or denial of timely vacation requests shall be based on the Employer's determination of its staffing needs. For vacations of three (3) days or more, requests shall be made at least thirty (30) calendar days in advance of the requested vacation date(s). Employees shall be given notice of approval or denial within fourteen (14) business days of the original request date or at least three (3) months prior to the requested vacation, whichever is later. For vacations of two (2) days or less, requests shall be made at least one week in advance, and approved or denied within two (2) business days. 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. Approval shall not be arbitrarily denied.

2. Accumulated Vacation

Employees will be allowed up to one and one-half (1 ½) years of vacation accrual. Once this maximum is reached, employees will not accrue any further vacation until they reduce their vacation accumulation below the maximum.

3. Vacation Accrual Notifications

Employees shall be given a monthly statement on their paychecks of accrued vacation time.

ARTICLE 27 -- SICK LEAVE

A. All Employees

1. All eligible employees will earn one (1) day for exempt staff and three quarters (¾) day for non-exempt staff of sick leave each month of continuous employment up to a maximum accrual of thirty (30) days (228 hours for full-time employees). Employees who, on the effective date of this Agreement, have a

bank of accrued sick leave exceeding the maximum referenced herein shall be entitled to use such accrued sick leave in accordance with this Article but shall not have additional accruals until the balance falls below such maximum. An employee is eligible to begin using accrued sick leave on the ninetieth (90th) day of employment. Each employer shall retain the discretion to grant sick leave, if at all, 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.

2. Each employee shall be given a statement at least once every six (6) months of accrued sick leave.

B. Procedures

1. State Disability and Paid Family Leave Insurance Claims

Employees may make claims for benefits under the California State Disability Insurance (SDI) and Paid Family Leave (PFL) Insurance programs, whenever applicable. Employees shall notify the Employer that they have filed SDI or PFL claims. The Employer will coordinate benefits in accordance with applicable laws.

2. Intent to Return from Sick Leave

Employees on sick leave shall advise the Employer not later than one (1) day before the expiration of such leave of their intent to return to employment, unless they have obtained a written consent of the Employer for a leave of absence beyond expiration of said leave. Failure to return to employment or failure to negotiate a leave of absence in accordance with this Agreement shall be construed as a resignation to take effect at the end of the sick leave. In such event, the provisions of Article 18 on severance pay shall not apply.

3. Abuse of Sick Leave

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

4. Medical Appointments

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

5. Illness During Vacation

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

6. Family Illness (California Kin Care Labor Code 233)

- 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, spouse or registered domestic partner, grandparent, grandchild or sibling. The Employer agrees that employees may use up to six (6) days of accrued sick leave per year 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, or domestic partner.

- b. It is understood that when such a leave is applied for proof of illness and/or relationship may be required by the Employer.
- c. All other provisions of the California Kin Care Labor Code 233 shall apply. Except for the permissible number of sick leave days to care for a sick family member, this section does not provide employees with any greater rights or benefits than required by the Act and this section shall be interpreted consistently with the definitions contained in the Act. Each Employer reserves all rights granted by the Act even if not specifically set forth above.

ARTICLE 28 -- LEAVES OF ABSENCE

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

The parties agree that the Employer shall comply with the California Family Rights Act (CFRA), the California Pregnancy Disability Act (PDL), the Family Medical Leave Act (FMLA) and the California Paid Family Leave Insurance Program as long as such law(s) are in effect and applicable to the Employers signatory to this Agreement.

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 CFRA or 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. To the extent permitted by applicable laws, PDL shall run concurrently with any other leave to which the employee is entitled. PDL will run concurrently with FMLA, but will not run concurrently with CFRA.
2. An employee who is granted or takes a leave under any of the above noted leaves must utilize any accrued vacation and personal leave benefits during the period of said leave. Employees may elect to use eligible accrued sick leave benefits to attend to an illness of a spouse or registered domestic partner, parent or child of the employee, or for other types of family-care/medical leave, qualifying exigency leave, and military caregiver leave. Any employee who is granted or takes a leave under any of the above noted leaves for the serious health condition of the employee must utilize any accrued sick leave. Any portion of a leave that occurs after all vacation and/or other paid time off benefits have been exhausted shall be without pay.
3. With respect to the notice provision, each employee who chooses to take any of the above noted leaves, if the reason for the leave is foreseeable, at least thirty (30) days advance notice should be given to the Employer. In any event, notice of leaves must be given as soon as practical.
4. No benefits, other than seniority, shall accrue during any leave. Vacation shall continue to accrue during paid leave.
5. The Employer shall give notice informing employees of their right to the California Paid Family Leave Insurance Program to all new employees and to each employee leaving work due to pregnancy, non-occupational sickness or injury, or the need to provide care for any sick or injured family member or new child who is unable to care for him or herself.
6. The above summary of CFRA, PDL, FMLA and the California Paid Family Leave Insurance Program is not intended to abridge any statutory rights under said acts.

B. Extended Leave (Including Medical)

1. All Employees

For good cause shown, including but not limited to medical reasons, childbirth, baby-bonding, adoption or foster care placement of a child, and military caregiver leave, 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 employees return from an extended leave, they shall return at the pay rate they were receiving at the time such leave commenced plus any general wage increases that were given during the time of this extended leave. However, an employee must give at least three (3) working days' 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 employees are on extended leave under FMLA/CFRA or PDL, the Employer shall make no contributions on their behalf, except that, the Employer shall continue to pay group health insurance premiums for employees while they are on an extended leave for valid medical reasons up to a maximum of twelve (12) or twenty-six (26) weeks, as required by FMLA/CFRA or four (4) monthly payments as required by PDL, 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 PDL, the leave shall commence on the date requested by the employee, but in no event later than the date designated by her physician.

C. Parental Leave Pay

Notwithstanding Article 28, section A.2 above, the Employer offers Parental Leave Pay to eligible employees in coordination with State Disability Insurance (SDI) and/or the California Paid Family Leave Insurance Program (PFL) guaranteeing 100% of normal pay before an employee's accrued vacation, sick, and personal benefits are utilized.

1. For purposes of this parental leave pay provision, the following definitions apply:

- a. "Primary Care Parent" is the parent who: 1) in the case of a pregnancy, is pregnant and will give birth to a child, 2) in the case of an adoption, is designated as providing the primary care for the child, or 3) assumes responsibility for the primary care of the child as a result of the death, abandonment or the inability of the primary care parent to provide care to the child.

- b. "Non-Primary Care Parent" is the spouse or partner of a Primary Care Parent without regard to the marital status or gender of the Primary Care Parent or the Non-Primary Care Parent.
2. Parental leave pay is based on the following schedule:
- a. For Primary Care Parents with more than 2, but less than 4 years of completed service, such parents shall be entitled to parental leave pay of 2 weeks duration;
 - b. For Primary Care Parents with more than 4 years of completed service, such parents shall be entitled to parental leave pay of 4 weeks duration;
 - c. For Non-Primary Care Parents with more than 2 years of completed service, such parents shall be entitled to parental leave pay of 2 weeks duration.
3. The amount of parental leave pay shall be determined as follows:
- a. During a waiting period applicable to SDI or PFL, if any, the Employer will pay 100% of the employee's gross normal pay;
 - b. If there is no waiting period, or once a waiting period has expired, if any, the Employer will pay the difference between the amount of potential PFL and/or SDI benefits available, regardless of whether the benefits were applied for or are being received, and an employee's gross normal pay, for the remaining duration of paid parental leave, as specified in part C.1.
4. Eligibility
- To be eligible for parental leave pay, an employee must qualify for leave for purposes of bonding with a new child and for SDI or PFL benefits, whether the employee in fact applies for such benefits. Further, for the Non-Primary Care Parent, that parent is only eligible to receive the parental leave pay if the time off is taken within the first 90 days following the birth or adoption of a child. Within those 90 days, if the leave time is not taken in full immediately following the birth or adoption of a child, remaining parental leave pay, if any, is subject to scheduling approval by the Non-Primary Care Parent's manager.
5. The use of parental leave pay does not lengthen a leave and is not a leave right; the time on paid leave runs concurrently with all other leaves.

D. Bereavement Leave

A leave of absence without loss of pay of one (1) calendar day shall be granted so an employee may attend the funeral in the event of the death of the employee's immediate family, defined as the employee's parent, spouse/domestic partner, child, brother, sister, step mother, step father, step sister, step brother, step child, grandparent, grandchild, sibling-in-law, and household member, or the equivalent relations for the employee's spouse or domestic partner. Such leave may be extended, up to a total of three (3) calendar days without loss of pay if such time is needed to make arrangements for the funeral, to travel to attend the funeral or for bereavement leave, subject to request from the employee. Such leave may also be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

E. Military Leave (USERRA -Uniformed Services Employment and Reemployment Rights Act)

The Employer recognizes its duties and obligations under USERRA and agrees to protect the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System.

F. 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.

G. 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.

H. Discretionary Leave

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

I. 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.

Joint committees will be established at the Jewish Federation and each Agency covered by this Agreement 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.

J. Personal Leave

Non-exempt employees will accrue three days per year of Personal Leave with pay which can be taken in hourly increments, provided they give reasonable advance notice. Accumulated Personal Leave is capped at four days. Once this maximum is reached, employees will not accrue any further Personal Leave until they reduce their accumulation below the maximum four days. Accrued but unused Personal Leave will be paid out at the conclusion of employment unless another arrangement has been agreed to by the Union, the employee and the Employer.

K. 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 Basic Pension Plan at the time they become eligible therefore, and shall be entitled to the benefits hereunder. The Employer shall contribute to the plan as actuarially required.

The Employers, through the Federation, will implement a new tax-qualified defined contribution plan effective January 1, 2006 for employees hired on or after January 1, 2006. New employees hired on or after January

1, 2006 will not participate in the Federation Basic Pension Plan. The defined contribution plan will have the following features:

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

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

ARTICLE 30 -- PAYMENT TO BENEFICIARY

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

ARTICLE 31 -- LICENSING/STAFF DEVELOPMENT

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

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

ARTICLE 32 -- REST PERIODS

All full-time employees shall be allowed two (2) fifteen-minute paid rest periods 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. This Article shall not apply to Campaign Associates.

ARTICLE 33 -- PARKING

There is no charge to park at 6505 Wilshire for employees.

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. Such jury duty leave may be extended, up to a total of three (3) additional paid days, if an employee is serving on a trial that extends beyond the 7 day jury pay policy.

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 – JOINT LABOR/MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor/Management Committee (JLMC). The purpose of the JLMC will be for the Employer and the Union to provide a forum to meet and discuss issues of concern to employees represented by the Union, including but not limited to Employer standards, procedures, operations, policies and benefits. Individual personnel matters and matters which are subject to the grievance procedure of this Agreement shall be excluded from such discussions. This Article shall in no way affect the application, interpretation or enforceability of Article 6, Section B (Management Rights) of this Agreement, nor shall this Article be construed as imposing any bargaining obligation on the Employer or the Union during the term of this Agreement.

The JLMC shall consist of three (3) representatives designated by the Union and three (3) representatives designated by the Employer. The JLMC shall meet once every six (6) months, or at any other intervals mutually agreeable to the parties. Employee representatives attending such meetings during regular working hours shall suffer no loss of pay. Written agendas of the matters to be discussed shall be exchanged by the parties at least seven (7) calendar days before a scheduled meeting.

ARTICLE 38 – ENTIRE AGREEMENT

This Agreement constitutes the full and entire agreement between the parties, and supersedes any prior agreement, commitments, understandings or practices, whether oral or written, between the Employer and the Union or the employees covered hereunder, and it expresses all obligations of and restrictions imposed upon the Employer.

ARTICLE 39 – BARGAINING OBLIGATION

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that such subjects have been discussed and negotiated upon and the agreements contained herein were arrived at after the free exercise of such rights and opportunities. Accordingly, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE 40 – POLICY CHANGES

The Employer will provide to the Union a copy of any changes to the Employer's written personnel policies, in advance of the time that such policies will be published and/or distributed, if those changes affect the wages, hours, or terms and conditions of employment for members of the bargaining unit. If requested, the Employer will meet with the Union to discuss those policy changes prior to implementation, provided that a request for such meeting occurs within seven (7) calendar days following notification and further provided that such meeting occurs within ten (10) calendar days following the request. The parties also agree that this meeting not only will allow prior input from the Union but also will provide the Union an opportunity to more fully understand the policy changes and thereby be better able to discuss those changes with its members. In cases of emergency where the Employer determines that a policy change must be adopted immediately

without prior notice or meeting with the Union, the Employer shall provide notice and opportunity to meet at the earliest possible time following adoption of the policy change. Changes to policy cannot conflict with the terms of this Agreement. This Article shall in no way affect the application, interpretation or enforceability of Article 6, Section B of this Agreement, nor shall this Article be construed as imposing any bargaining obligation on the Employer.

ARTICLE 41 – DURATION

This Agreement to be effective upon ratification through June 30, 2019. This Agreement shall remain in full force and effect through June 30, 2019 and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

SIGNATURES:

The Jewish Federation of Greater Los Angeles

By: Julie B. Platt
Julie B. Platt, Chair of the Board

By: Jay Sanderson
Jay Sanderson, President & CEO

By: Cyndie Ayala
Cyndie Ayala, Sr. VP Administration/HR

By: Robert M. Stone
Robert M. Stone, Legal Counsel

Bureau of Jewish Education

By: Alan M. Spiwak
Dr. Alan M. Spiwak, President

By: Gil Graff
Dr. Gil Graff, Executive Director

Jewish Big Brothers Big Sisters

By: Brian J. Appel
Brian J. Appel, Chair of the Board

By: Randy Schwab
Randy Schwab, President & CEO

Jewish Community Foundation

By: Lawrence Rauch
Lawrence Rauch, Chair

By: Marvin Schotland
Marvin Schotland, President & CEO

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

By: Charles Orłowski
Charles Orłowski, President

By: Gary Fayman
Gary Fayman, Vice President

By: Brenton Chapman
Brenton Chapman, Jewish Federation

By: Gwen Drucker-Flait
Gwen Drucker-Flait, Jewish Federation

By: Elina Tilipman
Elina Tilipman, Jewish Federation

By: Gary Guthman
Gary Guthman, Chief Negotiator
AFSCME District Council 36

PART THREE: SALARY RANGES*

Exhibit A

Jewish Federation - Campaign Associates

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>	
	<u>7/1/2016</u>		<u>7/1/2017</u>		<u>7/1/2018</u>	
	<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>
EF6 Major Gifts Officer Sr. Assoc. Camp. Dir./Women's	\$102,853	\$130,279	\$102,853	\$130,279	\$102,853	\$130,279
EF5 Assoc. Camp. Dir./Women's	\$94,968	\$117,919	\$94,968	\$117,919	\$94,968	\$117,919
EF4 Camp. Coordinator Community Development Director Major Gifts Associate Regional Coordinator	\$75,580	\$109,167	\$75,580	\$109,167	\$75,580	\$109,167
EF3 Campaign Associate	\$64,332	\$86,593	\$64,332	\$86,593	\$64,332	\$86,593
EF2 Intermediate Campaign Assoc.	\$52,937	\$67,182	\$52,937	\$67,182	\$52,937	\$67,182
EF1 Junior Campaign Associate	\$48,629	\$59,776	\$48,629	\$59,776	\$48,629	\$59,776

Employees hired in this bargaining unit may be hired at the Junior Campaign Associate level. After no more than 12 months of continuous employment (and upon satisfactory completion of their probationary period), they shall be classified no lower than Intermediate Campaign Associate. Thereafter, no more than 12 months later they shall be classified as Campaign Associates; provided that, any employee who, at the time of hire into the campaign associate bargaining unit, has 3 or more years of full-time fund raising experience for a local or national organization involved in community fund raising, or has 5 or more years' experience in work related thereto shall not be classified lower than a Campaign Associate; provided further that, any employee who, at the time of hire into the Campaign Associate bargaining unit, has 2 or more years (but less than 3) of full-time fund raising experience for a local or national organization involved in community fund raising or has 3 or more years (but less than 5) experience in work related thereto shall not be classified lower than an Intermediate Campaign Associate.

The provisions of the foregoing paragraph shall not apply to any positions that are regularly classified on an ongoing basis as Junior Campaign Associates or Intermediate Campaign Associate.

During the term of this Agreement, the Employer (The Jewish Federation) at its sole discretion may implement and, once implemented, may discontinue an incentive compensation program for all Campaign Classifications grades EF1 – EF6 to provide a greater level of compensation than that provided by this Agreement. The design of the program, including eligibility, its terms, and the amount of compensation paid under the program shall be at the Employer's sole discretion. Any incentive compensation program developed for campaign classifications will require the input and participation of affected employees in its development. No fundraiser participating in this program shall receive less compensation than that to which he/she is otherwise entitled under this Agreement. The Employer will provide notice to the Union if and when such an incentive compensation plan is implemented and/or discontinued.

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

Exhibit B

Jewish Federation - General Staff

<u>CLASSIFICATION</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		
		<u>7/1/2016</u>		<u>7/1/2017</u>		<u>7/1/2018</u>		
		<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	
5	Central Services Clerk	<i>annual</i>	\$30,318	\$38,567	\$30,925	\$39,338	\$31,543	\$40,125
		<i>hourly</i>	\$15.343	\$19.235	\$15.650	\$19.908	\$15.963	\$20.306
6	Open	<i>annual</i>	\$32,880	\$41,840	\$33,537	\$42,677	\$34,208	\$43,531
		<i>hourly</i>	\$16.640	\$21.174	\$16.972	\$21.598	\$17.312	\$22.030
7	Data Entry Associate	<i>annual</i>	\$35,744	\$45,132	\$36,459	\$46,035	\$37,189	\$46,955
	Donor Service Rep. Handyman Senior Accounting Clerk	<i>hourly</i>	\$18.089	\$22.840	\$18.451	\$23.297	\$18.820	\$23.763
8	Accounting Coordinator	<i>annual</i>	\$38,684	\$48,898	\$39,457	\$49,876	\$40,246	\$50,874
	Central Services & Facilities Coord. Dupl. Mach. Operator/Sr. Clerk Senior Clerk/Supply & Mail Rm Senior Handyman	<i>hourly</i>	\$19.577	\$24.746	\$19.968	\$25.241	\$20.368	\$25.746
9	Administrative Assistant	<i>annual</i>	\$40,308	\$50,801	\$41,114	\$51,817	\$41,937	\$52,854
	Executive Assistant Senior Handyman/Painter Services Asst., Supply Room	<i>hourly</i>	\$20.399	\$25.709	\$20.807	\$26.223	\$21.223	\$26.748
10	Administrative Associate	<i>annual</i>	\$43,191	\$55,581	\$44,055	\$56,692	\$44,936	\$57,826
	Cash Receipts Supervisor Data Analyst Data Entry Supervisor/QC Specialist Donor Service Supervisor	<i>hourly</i>	\$21.858	\$28.128	\$22.295	\$28.690	\$22.741	\$29.264
10A	Jr. Staff Accountant	<i>annual</i>	\$38,324	\$56,363	\$39,090	\$57,490	\$39,872	\$58,640
	Program Assistant Public Relations Coordinator	<i>hourly</i>	\$19.395	\$28.524	\$19.783	\$29.094	\$20.178	\$29.676
11	Birthright Israel Outreach Coord.	<i>annual</i>	\$46,067	\$60,286	\$46,988	\$61,492	\$47,928	\$62,722
	Event Associate Graphic Artist I NuRoots Marketing Coordinator PR Account Executive I Prog Coord. Lead. Dev. Public Relations Associate	<i>hourly</i>	\$23.313	\$30.509	\$23.780	\$31.119	\$24.255	\$31.742
12	Assoc. Prod. Mgr., Integrated Prod.	<i>annual</i>	\$51,718	\$65,312	\$52,752	\$66,619	\$53,807	\$67,951
	Campus Activities Coordinator Community Campaign Coord.	<i>hourly</i>	\$26.173	\$33.053	\$26.697	\$33.714	\$27.231	\$34.388

Israel Advocacy Programs Manager
 KOREH L.A. Program Coord.
 Operations Coordinator
 Planning & Research Associate
 Staff Accountant

12A	Event Planner	<i>annual</i>	\$53,981	\$70,220	\$55,060	\$71,624	\$56,162	\$73,056
		<i>hourly</i>	\$27.318	\$35.536	\$27.865	\$36.247	\$28.422	\$36.972
13	Graphic Artist II	<i>annual</i>	\$55,920	\$70,559	\$57,038	\$71,970	\$58,179	\$73,409
	Jr. Building Services Engineer	<i>hourly</i>	\$28.300	\$35.708	\$28.866	\$36.422	\$29.443	\$37.151
	PR Account Executive II							
	Sr. Computer Programmer							
13A	Campaign Telemarketer	<i>annual</i>	\$54,120	\$74,925	\$55,203	\$76,423	\$56,307	\$77,951
	Community & Gov't Affairs Mgr	<i>hourly</i>	\$27.389	\$37.917	\$27.937	\$38.676	\$28.495	\$39.449
	Donor Relations Manager							
	Mission & Travel Coordinator							
	Jr. Web Content Developer							
	Program Dir., Birthright Israel							
	Program Dir., Board of Rabbis							
	Program Dir., PJ Library							
	Sr. IT Help Desk Representative							
13B	Copywriter	<i>annual</i>	\$53,702	\$78,529	\$54,776	\$80,099	\$55,872	\$81,701
	Jr. Campaign Coordinator	<i>hourly</i>	\$27.177	\$39.741	\$27.721	\$40.536	\$28.275	\$41.347
14	Graphic Artist III	<i>annual</i>	\$57,787	\$77,868	\$58,943	\$79,426	\$60,122	\$81,014
	Editorial Content Manager	<i>hourly</i>	\$29.245	\$39.407	\$29.829	\$40.195	\$30.426	\$40.999
	IT Support Associate							
	IT Help Desk Supervisor							
	Production Mgr., Integrated Prod.							
15	Sr. IT Training & Office Manager	<i>annual</i>	\$63,011	\$82,531	\$64,272	\$84,181	\$65,557	\$85,865
		<i>hourly</i>	\$31.888	\$41.767	\$32.526	\$42.602	\$33.177	\$43.454
16	Asst. Dir., HLDP & Israel Education	<i>annual</i>	\$63,011	\$88,701	\$64,272	\$90,475	\$65,557	\$92,284
	Asst. Dir., YALA	<i>hourly</i>	\$31.888	\$44.889	\$32.526	\$45.787	\$33.177	\$46.703
	Asst. Dir., NuRoots Comm Flw'shp							
	Asst. Dir., Russian Jewish Comm.							
	Development & Program Communications Mgr.							
	Event Director							
	Sr. Mgr., Digital Media Content							
17	Dir., Donor Information Mgmt.	<i>annual</i>	\$66,193	\$97,790	\$67,517	\$99,746	\$68,867	\$101,740
	Dir., Israel Education & Advocacy	<i>hourly</i>	\$33.499	\$49.489	\$34.169	\$50.479	\$34.852	\$51.488
	Dir., Jewish Educ. & Eng. Partnerships							
	Dir., Caring for Jews in Need							
	Dir., Civic Engagement							
	Graphic Arts Director							

18	Sr. Dir., Int. Production	<i>annual</i>	\$69,397	\$102,376	\$70,785	\$104,423	\$72,201	\$106,512
	Sr. Dir., Comm. & Dev., VA	<i>hourly</i>	\$35.120	\$51.810	\$35.822	\$52.846	\$36.539	\$53.903
	Sr. Event Director							
19	Sr. Software Developer	<i>annual</i>	\$76,143	\$109,121	\$77,665	\$111,304	\$79,219	\$113,530
	Systems Manager	<i>hourly</i>	\$38.534	\$55.223	\$39.304	\$56.328	\$40.091	\$57.455
20	Open	<i>annual</i>	\$82,888	\$115,867	\$84,545	\$118,184	\$86,236	\$120,547
		<i>hourly</i>	\$41.947	\$58.637	\$42.786	\$59.810	\$43.642	\$61.006

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

At the Employer's discretion, job titles on business cards and other professional collateral for divisional development professionals may reflect job titles that the employee is doing business as rather than their current union classification/grade title.

Exhibit C

Agency Employees - Professional Staff

<u>CLASSIFICATION</u>			<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		
			<u>7/1/2016</u>		<u>7/1/2017</u>		<u>7/1/2018</u>		
			<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	
2½A	Open	<i>annual</i>	\$28,673	\$42,267	\$29,247	\$43,113	\$29,831	\$43,975	
		<i>hourly</i>	\$14.511	\$21.390	\$14.801	\$21.818	\$15.097	\$22.255	
3A	Open	<i>annual</i>	\$30,354	\$44,670	\$30,961	\$45,563	\$31,580	\$46,474	
		<i>hourly</i>	\$15.361	\$22.606	\$15.669	\$23.058	\$15.982	\$23.519	
4A	Open	<i>annual</i>	\$34,118	\$50,116	\$34,800	\$51,119	\$35,496	\$52,141	
		<i>hourly</i>	\$17.266	\$25.363	\$17.611	\$25.870	\$17.964	\$26.387	
5A	All	Caseworker I	<i>annual</i>	\$38,324	\$56,363	\$39,090	\$57,490	\$39,872	\$58,640
		Program Supervisor	<i>hourly</i>	\$19.395	\$28.524	\$19.783	\$29.094	\$20.178	\$29.676
	BJE	Youth Programs Staff Asst.							
	JBBBS	Donor Services Coordinator							
5½A	JBBBS	Open	<i>annual</i>	\$40,627	\$59,846	\$41,440	\$61,042	\$42,268	\$62,263
			<i>hourly</i>	\$20.560	\$30.286	\$20.972	\$30.892	\$21.391	\$31.510
6A	JBBBS	Administrative Assistant	<i>annual</i>	\$43,049	\$63,310	\$43,910	\$64,576	\$44,788	\$65,868
		Caseworker II	<i>hourly</i>	\$21.786	\$32.040	\$22.222	\$32.680	\$22.666	\$33.334
		Event Coordinator							
		Match Support Specialist							
		Program Specialist							
6¾A	BJE	Coordinator	<i>annual</i>	\$47,653	\$68,276	\$48,606	\$69,642	\$49,578	\$71,034
		Marketing & Communication Specialist	<i>hourly</i>	\$24.116	\$34.553	\$24.598	\$35.244	\$25.090	\$35.949
	JBBBS	Fundraising Specialist							
	JCF	Grants & Family Foundation Coordinator Marketing & Communication Specialist							
7A	JBBBS	Caseworker III	<i>annual</i>	\$48,334	\$71,080	\$49,301	\$72,502	\$50,287	\$73,952
		Resource Development Mgr.	<i>hourly</i>	\$24.461	\$35.972	\$24.950	\$36.691	\$25.449	\$37.425
	JCF	Cash & Investment Acct.							
BJE	Campaign Assistant								
7½A	Open	<i>annual</i>	\$50,224	\$73,842	\$51,228	\$75,319	\$52,253	\$76,825	
		<i>hourly</i>	\$25.417	\$37.369	\$25.925	\$38.117	\$26.444	\$38.879	
8A	JBBBS	Caseworker/Coord.	<i>annual</i>	\$54,282	\$79,830	\$55,368	\$81,426	\$56,475	\$83,055
	JCF	Grants Facilitator Senior Accountant	<i>hourly</i>	\$27.471	\$40.400	\$28.020	\$41.208	\$28.580	\$42.032
9A	BJE	Consultant	<i>annual</i>	\$59,187	\$85,836	\$60,371	\$87,553	\$61,578	\$89,304
		Prog. Dir, Teen Experiential Ed.	<i>hourly</i>	\$29.953	\$43.439	\$30.552	\$44.308	\$31.163	\$45.194

9½A	JCF	Chief Accountant	<i>annual</i>	\$60,769	\$89,399	\$61,984	\$91,187	\$63,224	\$93,011
		Marketing & Comm. Mgr. Grants Administrator	<i>hourly</i>	\$30.754	\$45.243	\$31.369	\$46.148	\$31.996	\$47.071
10A	BJE	Assoc. Dir. BJE Center for Excellence in Day School Educ.	<i>annual</i>	\$67,636	\$98,111	\$68,988	\$100,073	\$70,368	\$102,075
		Head Consultant	<i>hourly</i>	\$34.229	\$49.651	\$34.913	\$50.644	\$35.612	\$51.657

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

Exhibit D

Agency Employees - Support Staff

<u>CLASSIFICATION</u>			<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		
			<u>7/1/2016</u>		<u>7/1/2017</u>		<u>7/1/2018</u>		
			<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>	
4B	Open	<i>annual</i>	\$21,121	\$29,354	\$21,544	\$29,941	\$21,975	\$30,540	
		<i>hourly</i>	\$10.689	\$14.855	\$10.903	\$15.153	\$11.121	\$15.456	
5B	Open	<i>annual</i>	\$23,168	\$32,116	\$23,632	\$32,758	\$24,104	\$33,413	
		<i>hourly</i>	\$11.725	\$16.253	\$11.959	\$16.578	\$12.199	\$16.910	
5B**	Open	<i>annual</i>	\$22,505	\$31,093	\$22,955	\$31,715	\$23,414	\$32,349	
		<i>hourly</i>	\$11.389	\$15.736	\$11.617	\$16.050	\$11.849	\$16.371	
6B	Open	<i>annual</i>	\$23,784	\$33,055	\$24,260	\$33,716	\$24,745	\$34,391	
		<i>hourly</i>	\$12.037	\$16.728	\$12.277	\$17.063	\$12.523	\$17.404	
7B	Open	<i>annual</i>	\$25,791	\$36,140	\$26,306	\$36,863	\$26,833	\$37,600	
		<i>hourly</i>	\$13.052	\$18.290	\$13.313	\$18.655	\$13.576	\$19.028	
7B**	Open	<i>annual</i>	\$25,029	\$34,978	\$25,529	\$35,678	\$26,040	\$36,391	
		<i>hourly</i>	\$12.666	\$17.702	\$12.920	\$18.056	\$13.178	\$18.417	
8B	All	Custodian III Prog. Assistant	<i>annual</i>	\$26,696	\$37,203	\$27,230	\$37,947	\$27,774	\$38,706
			<i>hourly</i>	\$13.510	\$18.827	\$13.780	\$19.204	\$14.056	\$19.588
8½B	Open	<i>annual</i>	\$30,332	\$38,567	\$30,938	\$39,338	\$31,557	\$40,125	
		<i>hourly</i>	\$15.350	\$19.518	\$15.657	\$19.908	\$15.970	\$20.306	
9B	Open	<i>annual</i>	\$29,291	\$40,445	\$29,877	\$41,254	\$30,474	\$42,080	
		<i>hourly</i>	\$14.823	\$20.468	\$15.120	\$20.878	\$15.422	\$21.295	
9B**	Open	<i>annual</i>	\$28,273	\$39,344	\$28,839	\$40,131	\$29,416	\$40,934	
		<i>hourly</i>	\$14.308	\$19.911	\$14.595	\$20.309	\$14.887	\$20.716	
10B	Open	<i>annual</i>	\$29,977	\$41,782	\$30,576	\$42,618	\$31,188	\$43,470	
		<i>hourly</i>	\$15.170	\$21.145	\$15.474	\$21.568	\$15.783	\$21.999	
11B	All	Sr. Bookkeeper	<i>annual</i>	\$31,457	\$44,171	\$32,086	\$45,054	\$32,728	\$45,955
			<i>hourly</i>	\$15.920	\$22.354	\$16.238	\$22.801	\$16.563	\$23.257
11B**	BJE	Secretary II	<i>annual</i>	\$32,880	\$41,840	\$33,537	\$42,677	\$34,208	\$43,531
			<i>hourly</i>	\$16.640	\$21.174	\$16.972	\$21.598	\$17.312	\$22.030
12B	JBBBS	Senior Acct. Clk Prog. Assistant Assistant/Receptionist	<i>annual</i>	\$33,738	\$46,851	\$34,413	\$47,788	\$35,101	\$48,744
			<i>hourly</i>	\$17.074	\$23.710	\$17.415	\$24.184	\$17.764	\$24.668
12B**	BJE	Secretary III	<i>annual</i>	\$35,744	\$45,132	\$36,459	\$46,035	\$37,189	\$46,955
			<i>hourly</i>	\$18.089	\$22.840	\$18.451	\$23.297	\$18.820	\$23.763

13B	All	Ins. & Stat. Analyst	<i>annual</i>	\$36,922	\$51,257	\$37,660	\$52,283	\$38,414	\$53,328
			<i>hourly</i>	\$18.685	\$25.940	\$19.059	\$26.459	\$19.440	\$26.988
13B**	BJE	Budget & MIS Asst.	<i>annual</i>	\$38,682	\$48,896	\$39,455	\$49,874	\$40,244	\$50,871
		Exec. Assistant	<i>hourly</i>	\$19.576	\$24.745	\$19.967	\$25.240	\$20.367	\$25.745
	JCF	Foundation Assistant							
	JBBBS	Program Specialist Program Support Specialist							
14B	BJE	Program Ass't.	<i>annual</i>	\$40,308	\$50,801	\$41,114	\$51,817	\$41,937	\$52,854
	JBBBS	Program Specialist Admin.	<i>hourly</i>	\$20.399	\$25.709	\$20.807	\$26.223	\$21.223	\$26.748

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

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

PART FOUR: SIDE LETTERS

Exhibit E

Sample Hire Letter

NAME
ADDRESS
CITY, STATE, ZIP

Dear:

This letter is to confirm your appointment to the full-time Union position of TITLE in the X DEPARTMENT of the Jewish Federation 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 HR & Benefits Department (323) 761-8055 at your earliest convenience to discuss the benefits.

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

Sincerely,

cc: Supervisor
Human Resources & Benefits

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

Exhibit F

Progressive Discipline

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

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

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

C. Notice of Discharge for Cause: A written notice to an employee that they have been terminated for cause, i.e. unsatisfactory work performance or unacceptable conduct.

Exhibit G

Federation, Agency, and Union Representatives

Cyndie Ayala
Senior Vice President Administration/HR
The Jewish Federation of Greater Los Angeles
6505 Wilshire Blvd.
Suite 1150
Los Angeles, CA 90048
CAyala@JewishLA.org

Gil Graff
Executive Director
Bureau of Jewish Education of Greater Los Angeles
6505 Wilshire Blvd.
Suite 300
Los Angeles, CA 90048
GGraff@bjela.org

Randy Schwab
Chief Executive Officer
Jewish Big Brothers Big Sisters
6505 Wilshire Blvd.
Suite 600
Los Angeles, CA 90048
RSchwab@jbbbsla.org

David Carroll
Senior Vice President Finance & Administration/CFO
Jewish Community Foundation
6505 Wilshire Blvd.
Suite 1200
Los Angeles, CA 90048
DCarroll@JewishFoundationLA.org

Charlie Orlowski
President
AFSCME Local 800
514 Shatto Place, 3rd Floor
Los Angeles, CA 90020
COrlowski@JVSLA.org

Exhibit H

INCENTIVE PAY PLAN

Frequently Asked Questions

1. What is the Incentive Pay Plan for fundraisers?

The Incentive Pay Plan is a new way of providing compensation to Union fundraisers in the EF1 – EF6 Campaign Associate classification of the CBA. Simply put, instead of receiving the automatic salary increase negotiated effective July 1 of each year of the contract, Campaign Associates will have the opportunity to earn a **bonus of up to 10-15% of their salary** (see FAQ #8), payable at the end of each calendar year (Jan – Dec), if they achieve 100% of the metrics in several categories outlined for their position during that contract year. Achieving less than 100% of the metrics would result in a bonus of *less than 10-15%* based on the weighted proportion of each metric category.

2. What are the targets I must achieve to earn the bonus?

A metrics chart has been developed outlining 9 areas of achievement and the weighting each area has in making up the **10-15% bonus**:

<u>Donor Interactions</u>	
Face to Face Meetings	15-20%
Face to Face Solicitation	10-15%
Phone/ Other Solicitations	15%
 <u>Cash received from Donor</u>	
Total Cash Raised	10-15%
% Donors Increased	10-15%
New # of Donors	10-20%
Recovered # of Donors	10-15%
 <u>Referrals and Recruiting</u>	
Referrals to Closed Strategic Phil...	0-5%
Referrals to Planned Giving	0-5%
<hr/> 100% of Bonus (10% - 15% of Salary – see FAQ #8)	

The targeted numbers Campaign Associates are incentivized to achieve in each of these areas is outlined for each individual fundraiser on the metrics chart. Some targeted numbers in a given area may differ between individuals depending on the division or portfolio of the Campaign Associate. The definition of terms is provided.

3. Why is the Federation implementing this Incentive Pay Plan?

Without our fundraisers driving our business, we would be unable to make the impact in the community that we do. You, our sales force, are a crucial component to furthering the work of the Federation. We are offering a departure from the standard annual salary increase in the union contract in order to give motivated fundraisers an opportunity for greater compensation when they meet attainable goals.

4. Over what period of time are my achievements evaluated?

Your metrics will be assessed over the course of each calendar year running Jan 1st – Dec 31st.

5. What if I achieve most but not all of the targeted numbers in a given area(s). Will I still get credit for my bonus?

You must meet or exceed the targeted number for each area of achievement in order to earn 100% of *that area's* weighted proportion of the bonus. However, achieving at least 90% of the targeted number for each area (or at least 103% in Total Cash Received) will result in earning 50% of that area's weighted proportion. Falling short of achieving 90% of the metrics in any area or 103% in Total Cash Received will produce 0% contribution towards the bonus.

Example A: In Year 2 of the CBA (calendar year 2018 assessment), a fundraiser assigned to **REC** who meets the targeted numbers in all areas except for falling 70% short in “Face to Face Solicitations” and “Number of New Donors” (both areas weighted at 10% of the overall Bonus for REC portfolio) will earn a bonus worth 80% of 15% of annual salary.

Example B: In Year 1 of the CBA (calendar year 2017 assessment), a fundraiser assigned to **LEGAL** who achieved 130 Face to Face solicitations (93% of 140 target number), 104% Total Cash Received (at least 103% but less than target of 106%) but met or exceeded all other targeted number metrics would have a bonus calculated as follows:

10% (50% of 20%) Face to Face Meetings + 15% F2F Solicitations +15% Phone/other+ 5% (50% of 10%) Total Cash Received + 10% Donors Increased + 10% New # of Donors + 10% Recovered # of Donors + 5% Referrals to Strategic Philanthropy meeting + 5% Referrals to Planned Giving = Bonus of 85% of 10% of annual salary.

6. When will my bonus be paid?

The bonus will be paid no later than 60 (sixty) days after the close of the campaign of the assessed calendar year (i.e., if the assessed year’s campaign closes on the following January 7th, the bonus will be paid no later than 60 days after that close). The calculation of your bonus will be determined by what you have achieved as of December 31st of each assessed year. You must be *employed* when the bonus is paid in order to receive it.

7. Will I be able to see an accounting of my targeted numbers and bonus calculation?

Yes, you will receive a metrics report of the targeted numbers you have achieved during the calendar year contributing to your bonus calculation. The Campaign Department will make every effort to provide periodic reports of your progress, at which time you are expected to review the reports and promptly notify your manager of any disagreement with the report’s content (See FAQ #14).

8. How will this Incentive Pay Plan work after the Union contract is ratified?

You will receive the negotiated salary increase effective July 1, 2016. After this initial salary increase, Campaign Associates will not receive the negotiated salary increases given to other union staff on July 1, 2017 and July 1, 2018. Instead, only the Incentive Pay Plan metrics will come into play.

Year 1: Campaign Associates receive the negotiated salary increase on July 1, 2016. At the conclusion of the first calendar year on December 31, 2017, your targeted numbers falling between January 1, 2017 – December 31, 2017 will be assessed for up to **10% bonus** earnings which will be paid no later than 60 days after the close of the 2017 Campaign in the 1st quarter of 2018.

Year 2: Campaign Associates will **not** receive the negotiated salary increase on July 1, 2017. At the conclusion of the second calendar year on December 31, 2018, your targeted numbers falling between January 1, 2018 – December 31, 2018 will be assessed for up to **15% bonus** earnings which will be paid no later than 60 days after the close of the 2018 Campaign in the 1st quarter of 2019.

Year 3: Campaign Associates will **not** receive the negotiated salary increase on July 1, 2018. At the conclusion of the third calendar year on December 31, 2019, your targeted numbers falling between January 1, 2019 – December 31, 2019 will be assessed for up to **15% bonus** earnings which will be paid no later than 60 days after the close of the 2019 Campaign in the 1st quarter of 2020.

If at any time the Federation opts to discontinue the incentive pay plan, should it do so at the end of a calendar year, Campaign Associates would receive the next negotiated salary increase on July 1st. The bonus compensation from the calendar year just concluded would be payable no later than 60 days after the close of that year’s Campaign. Should the Federation discontinue the incentive pay plan during the course of a calendar year, Campaign Associates would receive the negotiated salary increase retroactive to July 1st with no prorated bonus due.

9. If I leave employment during the calendar year, will I receive a prorated bonus?

No, in order to receive the bonus for a calendar year, Campaign Associates must work through the conclusion of the calendar year (Dec 31) and be employed when the bonus is paid (See FAQ #6). Employment ending before that time will result in no bonus for that calendar year.

10. If I am newly employed during the calendar year, will I receive a prorated bonus?

Yes, if you are newly hired during a calendar year, you will be eligible for a prorated bonus calculation for the assessed calendar year if you meet prorated targeted numbers and are employed when the bonus is paid (See FAQ #6).

11. What if I am an EF1 Junior or EF2 Intermediate Campaign Associate? What happens as I matriculate to Grade EF3 Campaign Associate per the CBA?

You will receive the negotiated salary increase when you matriculate to grade EF2 Intermediate Campaign Associate and EF3 Campaign Associate after one year of employment in the EF1 and EF2 classifications. This salary increase is in addition to and separate from the Incentive Pay Plan for bonus compensation each calendar year.

12. What if my division/portfolio/assignment changes during the year?

Your targeted numbers will be evaluated and may be adjusted based on your changed portfolio.

13. What happens when a donor with whom I have worked extensively doesn't close his/her gift with me? Would I still get credit?

It is understood that sometimes more than one person works with a donor, or a fundraiser has been working hard to cultivate a donor only to see that donor make his/her gift after meeting with a senior executive, for example. We acknowledge that determining credit for closing gifts will be a "nuanced" area of this incentive pay plan, but we intend to give credit where due. Failing to give credit invalidates the very purpose behind incentivizing staff to achieve more in the job. Wherever unclear, final credit determinations rest with the President or Chief Development Officer.

14. What if I don't agree with how my achievements have been assessed?

Disputes concerning administration of the incentive pay plan will not be subject to the grievance procedure. The process for resolving such disputes will be as follows: The appeals process will begin with discussions with your manager as soon as possible. Should initial discussions not resolve a dispute, a written submission to Human Resources must be made within 30 days of such dispute arising. If you are not satisfied with the resolution by Human Resources, you may appeal the decision in writing directly to the Chief Operating and Financial Officer within 15 days.

Definitions of Categories Used in the Incentive Pay Plan Variable Compensation Grid

Notes:

Before the plan goes into effect on 1/1/2017, each donor in the system will be allocated a primary team member. The primary team members will all be Federation staff. The donors allocated to a given fundraiser are referred to in this document as that fundraiser's "portfolio".

This document does not attempt to answer all possible 'what-if' questions. Management understands that unique situations arise, and some questions will be asked during the operation of the incentive plan and they will be dealt with on a one-by-one basis.

Moreover, management understands that in some cases anomalies will occur in which a given fundraiser may be over or under credited for one or two interactions or gifts in a year. Management believes that, over the course of a year, these anomalies will even out.

Section A – donor Interactions:

Face-to-face meetings – this is a meeting between a fundraiser and an active donor to the federation or an appropriate prospect. It does not include meetings during events or committee meetings. The donor does not have to be in the fundraiser's portfolio provided that any such meeting with a donor in another fundraiser's portfolio is done in coordination with that assigned fundraiser. No more than two meetings for any given donor will be credited in any given year.

Face-to-face solicitation – this is a solicitation for a gift, which results in a pledge, made by a fundraiser in a meeting with a donor. It does not include solicitations during events or committee meetings. The donor does not have to be in the fundraiser's portfolio, provided that any such meeting with a donor in another fundraiser's portfolio is done in coordination with that assigned fundraiser. Any given face-to-face meeting must be categorized in only one of the two 'face-to-face' columns – in other words, one meeting does not count twice.

Phone and other solicitations – this includes a phone, mail or emailed solicitation but excludes mass mailings.

Section A is measuring a fundraiser's interactions with any donor in the system. Management believes that this will help to foster the existing environment of mutual cooperation on closing donors. A fundraiser who meets and help to close a gift in another's portfolio will get financial credit for that meeting. Once the money comes in from that gift, it will be reflected in Section B.

Section B: Cash Received from donors:

Total cash raised – The difference between the total cash received from donors currently listed as being in a fundraiser's portfolio in the current year and the cash received from the same donors in the previous year, expressed as a % of the earlier year total. In addition, fundraisers will get a one-time credit here for a new or recovered gift from a donor who is not added to their portfolio. For example, John raises a \$10K gift from Mr. Smithstein, a new donor. Mr. Smithstein is best suited to be placed in the portfolio of Jane. In the year of the first gift, John gets credit here for the \$10K gift. In the second year, Jane gets credit for the gift if it comes in again and also for any increases to the gift.

% Donors Increased – The percentage of donors in a fundraiser's portfolio from whom cash received from gifts increased by at least the higher of 5% over the prior year or \$25.

Of new donors – the number of donors paying a pledge for the first time in the year of measurement.

Of recovered donors – the number of recovered donors paying a pledge during the year of measurement.

Section B is all based upon cash received from donors in a given fundraiser's portfolio. Management has tried to find a way to give credit to fundraisers who work with a donor throughout the year but may not solicit due to circumstances or the fact that the group believes another solicitor will be better suited. If the solicitor is in the plan, they will get the credit for the solicitation, AND the fundraiser assigned to that donor will here get credit for the gift coming in. all gifts must be for a minimum of \$100 other than in the case of a YALA donor, where the minimum gift size is reduced to \$50.

Section C: Referrals:

Referrals to Strategic Philanthropy – the number of referrals to the strategic philanthropy group which result in a face-to-face meeting between the donor and the strategic philanthropy team.

Referrals to Planned giving – the number of referrals to the individual responsible for planned giving solicitation which result in a face-to-face meeting or substantive phone conversation between the donor and the planned giving professional.

Section C is designed to reflect the fact that our fundraisers look at a donor as a whole and are well positioned to see the potential of a non-annual gift. Since closing that gift is not in the hands of the fundraiser, the measure here of the appropriateness of the referral is the fact that a donor agrees to invest the time in a face-to-face meeting/ phone call.

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