

AGREEMENT

between

Jewish Child and Family Services (d/b/a JCFS Chicago),
Jewish Community Centers of Chicago (d/b/a JCC Chicago),
Council for Jewish Elderly (d/b/a CJE SeniorLife),
Jewish United Fund of Metropolitan Chicago,
JFMC Facilities Corporation,
and
Service Employees International Union Local 73, CTW

Effective January 1, 2020

Expiration December 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Joint Personnel Committee, representing JEWISH CHILD AND FAMILY SERVICES (d/b/a JCFS Chicago), JEWISH COMMUNITY CENTERS OF CHICAGO (d/b/a JCC Chicago), COUNCIL FOR JEWISH ELDERLY, (d/b/a CJE SeniorLife) JEWISH UNITED FUND OF METROPOLITAN CHICAGO AND JFMC FACILITIES CORPORATION (hereinafter called “Agencies”), as parties of the first part, and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73, CTW (hereinafter called “Union”), as party of the second part, and shall be effective January 1, 2020, and shall expire December 31, 2022.

ARTICLE I – RECOGNITION

A. The Agencies recognize the Union as the exclusive bargaining representative for all employees of the Agencies excluding managerial employees, supervisory employees, confidential employees and guards, as defined in the National Labor Relations Act, as amended; part-time professional and program staff and clerical and hourly employees who are not scheduled to work at least 40% of full-time within any calendar year (759 hours for full-time positions scheduled on a 1,898 hour basis; 780 hours for full-time positions scheduled on a 1,950 hour basis; 832 hours for those scheduled on a 2,080 hour basis) within any calendar year; JUF Fundraisers, temporary employees hired for one hundred and eighty (180) calendar days or less within any calendar year; physicians; volunteers; workers whose wages or salaries are paid directly by other private or government agencies or organizations; employees represented by another labor organization; and interns and work study students.

B. The term “professional” or “professional employee” as used throughout this Agreement shall refer to and mean those employees in the bargaining unit whom both the Agencies and the Union have historically considered being of professional status without regard to the determination of professional status made by the National Labor Relations Board in the certification in NLRB Case No. 13-RD-1039.

C. With respect to new operations or new installations by the Agencies, or the creation of new positions or reclassification of existing positions with respect to the present activities and operations of the Agencies, the inclusion or exclusion of such employees from the collective bargaining unit shall be determined by negotiations between the parties, if possible, and if such agreement is not reached, then the matter, at the request of either party hereto, shall be submitted to arbitration in accordance with the provisions of the Agreement. In deciding the question, the arbitrator shall not give consideration to the collective bargaining unit as established by this Agreement, but shall be guided by the principles and practices of the National Labor Relations Board. When a new position within the bargaining unit is created, or the duties of an existing position are substantially changed, the salary and benefits applicable thereto shall be negotiated between the Agencies and the Union unless otherwise provided for in this Agreement. The preceding sentence shall not apply to any new or changed experiential, educational, certification, or licensure qualifications for any position required by law or for insurance purposes. If no agreement is reached, the parties will mutually request the Federal Mediation and Conciliation Service (“FMCS”) to appoint a mediator to assist the parties in reaching an agreement through non-binding mediation.

D. This Paragraph D establishes the criteria for determining the inclusion in or exclusion from the bargaining unit represented by the Union as defined in Paragraph A of this Article I of all employees who would otherwise be subject to Article II, Paragraph B of this Agreement, but who were scheduled to work less than 40% of full time (i.e., 759 hours for full-time positions scheduled on a 1,898 hour basis; 780 hours for full-time positions scheduled on a 1,950 hour basis; 832 hours for those scheduled on a 2,080 hour basis) and CJE Flexible In-Home Service Workers, whose schedules are not fixed and regular throughout an entire year. The provisions of this Paragraph D do not extend to any other categories of employees who are excluded from the bargaining unit as defined in Paragraph A of this Article's Definitions

1. The following terms shall have the meaning set forth below for purposes of this Paragraph D:

a. "Measurement period" means the period of time during which the hours of work of employees subject to this Paragraph D will be assessed to determine whether they have actually worked the number of hours equal to or in excess of the "threshold hours."

b. "Threshold hours" means the actual number of hours worked by an employee subject to this Paragraph D during a measurement period as follows: 759 hours for full-time positions scheduled on a 1,898 hour basis; 780 hours for full-time positions scheduled on a 1,950 hour basis; 832 hours for those scheduled on a 2,080 hour basis; and 780 hours for CJE Flexible In-Home Service Workers.

c. "Stability period" means the period of time during which an employee subject to this Paragraph D who has actually worked the respective threshold hours during a measurement period will be included in the bargaining unit and subject to Article II, Paragraph A or B, as applicable of this Agreement but only for the duration of that stability period notwithstanding any other provision of this Agreement or dues deduction authorization card signed by such employee.

2. For purposes of this Paragraph D the measurement period and corresponding stability period shall be:

Measurement Period	Stability Period
November 16, 2019-November 15, 2020	January 1, 2021-December 31, 2021
November 16, 2020-November 15, 2021	January 1, 2022-December 31, 2022

3. As soon as is feasible after the end of a measurement period, each of the Agencies shall provide the Union with a list of all employees subject to this Paragraph D showing the name, position/job, and number of hours actually worked by each such employee during the measurement period. If any Agency employed no employees subject to this Paragraph D during the measurement period, in lieu of such list, the Head of Human Resources of the Agency may send a letter, memo, or email to the Union so certifying.

4. Nothing in this Paragraph D addresses or is intended to address the eligibility or entitlement of any employee subject to this paragraph to group health insurance or any other fringe benefits of employment. The eligibility and entitlement to such benefits of such employees is specifically addressed under other provisions of this Agreement.

ARTICLE II – UNION SECURITY

A. All professional employees and program staff, except as specifically provided for in this Paragraph A, who are included in the collective bargaining unit set forth in the Recognition Article I hereinabove, and who at the time of the execution of this Agreement are members in good standing in the Union, and all such employees who thereafter become members of the Union shall, as a condition of their employment, continue to remain members in good standing in the Union during the term of this Agreement. The professional and program staff employees excepted from this Paragraph A are program staff employees whose positions do not require any post-high school degree, education, formal training, license or certification (herein identified for purposes of this Article II and convenience as “Non-B.A. Program Staff”). Such excepted employees are subject to Paragraph B of this Article II on the terms set forth therein.

B. 1. It shall be a condition of employment that all clerical and hourly employees, who are included in the collective bargaining unit set forth in the Recognition Article I hereinabove and who are members of the Union in good standing on the date of execution of this Agreement, shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on the thirtieth (30th) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all such clerical and hourly employees included in such collective bargaining unit hired on or after the date of the execution of this Agreement shall, on the thirtieth (30th) day following the commencement of such employment, become and remain members in good standing in the Union.

2. It shall be a condition of employment that all Non-B.A. Program Staff employees, as hereinabove defined, who are included in the collective bargaining unit set forth in the Recognition Article I hereinabove and who are members of the Union in good standing on the date of execution of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all Non-B.A. Program Staff employees included in such collective bargaining unit hired on or after the effective date of this Agreement shall, on the thirtieth (30th) day following the commencement of such employment, become and remain members in good standing. A complete and agreed list of the Non-B.A. Program Staff positions, as herein defined, which exists as of the effective date of this Agreement and which is covered by this Paragraph B.2 is appended to this Agreement and made part hereof as Appendix B. Nothing contained in this Article II or any of its Paragraphs or Subparagraphs shall limit or be construed to limit the Agencies’ right, in their exclusive discretion, to determine the qualifications required for any position or to change such qualifications from time to time.

ARTICLE III – CHECK OFF

A. Any employee may authorize the Agencies, on a form provided by the Union, to deduct the Union uniform monthly dues from the employee’s wages, to maintain Union

membership to the extent of paying amounts equivalent to such dues as a condition of employment. Deductions of regular dues shall begin in the pay period after the end of each employee's initial probationary period regardless of whether the employee's probationary period is extended under the provisions of Article IX, A of this Agreement. When so authorized, in accordance with applicable state and federal laws and the provisions of this Agreement, the Agencies shall deduct from the employee's wages such uniform monthly dues as are duly authorized by the Union's Constitution and By-Laws and certified in writing by the Union to the Agencies. The Agencies shall make the authorized dues deductions with the frequency requested by the Union provided that the dues shall not be deducted more frequently than every pay period, nor any less frequently than once a month, and the Agencies shall transmit the dues to the Union within ten (10) business days of the date on which such initiation fee and monthly dues are deducted from the employee's wages. Such authorization made by any employee shall be irrevocable for a period of one (1) year or until the termination date of this Agreement, whichever occurs sooner, and shall automatically be renewed as an irrevocable authorization for successive periods of one (1) year or for the period of each succeeding collective bargaining agreement between the Agencies and the Union, whichever shall be shorter, unless the employee gives written notice by certified mail to their Agency and the Union not more than sixty (60) calendar days nor less than thirty (30) calendar days prior to the expiration of each one (1) year period or of each applicable collective bargaining agreement between the Agencies and the Union, whichever occurs sooner. The Agencies recognize and do not object to the various methods of authorizations which the Union utilizes, including written authorizations both physical and electronic. The Union shall provide the Agency's Head of Human Resources with a hard, signed copy of such authorizations. It is understood that no employee who, as a condition of employment is required by the Union security provision in the preceding Article to maintain membership in good standing to the extent of paying amounts equivalent to monthly dues, shall be relieved of that obligation by revocation of their authorizations to allow such dues to be deducted from their paychecks.

B. Deductions from payrolls for the purpose of using the United Credit Union, the Union's Committee on Political Education (COPE), family coverage of health and hospitalization insurance plans, and individual life insurance and retirement plans, shall be made upon proper written authorization. Changes in monthly deduction amounts may not be made more than three (3) times per calendar year. Deductions for COPE shall be remitted in a separate check on a monthly basis to the Union or to COPE, as specified in writing by the Union.

C. The Union shall indemnify and save the Agencies harmless against any and all liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorneys' fees which may arise by reason of, or result from, the operation of the foregoing Paragraphs A and B of this Article.

D. All forms submitted to the Agencies by the terms of this Article shall be submitted to the office of the "Chief Executive Officer" of the Agencies. "Chief Executive Officer" when used in this Agreement, refers to and means the Chief Executive Officer of an Agency without regard to whether that individual's title is Executive Director, General Director, or Chief Executive Officer, or any other title.

ARTICLE IV – INFORMATION TO NEW HIRES

A. 1. The rosters to be provided to the Union pursuant to Article XXXII, Paragraph A.2 will contain the start date of employees newly hired into bargaining unit positions for the purpose of allowing the Union to orient the new employee to the benefits of the Union. The Union shall provide the Agency with a written list of the names of the representatives designated for this purpose, which list shall designate such a representative at each Agency work site where feasible. The Union shall notify the Agency of all changes therein as they occur. If it is not feasible for the Union to so designate such a representative at a particular work site, the Union shall so indicate on such list.

2. Whenever an Agency conducts an orientation program for a newly or recently hired employee or group of employees for the purposes of reviewing benefits and Agency policies, the Agency will notify the chief Union representative assigned to the bargaining unit by electronic mail no less than five (5) calendar days before the orientation of the date, time and place of the orientation, if possible. If it is not possible for the Agency to give five (5) calendar days' notice, the Agency shall give such notice as soon as possible. Any Agency that has a set schedule for when and where new hire orientation takes place will notify the Union of that schedule and of any changes to that schedule. The Agency shall set aside one-half (1/2) hour during the orientation for the purpose of allowing one representative of the Union and one Steward or employee employed by the same Agency to orient the employee or group of employees concerning the Union. Any Union steward or other employee who will attend an orientation on behalf of the Union shall notify their supervisor of the need to be relieved from work for such purpose no less than three (3) calendar days before the orientation, if possible, and if not possible, give such notice as soon as feasible and the employee will not suffer loss of pay. Attendance of the employee or group of employees at the Union portion of the orientation is mandatory unless an employee was prevented from attending due to sickness or other personal reasons through no fault of the Agency. In that circumstance, the Union orientation will be a scheduled portion of any make-up session. Employees new to the bargaining unit will be required to attend a 30-minute Union orientation at one of the agreed upon locations during which a Steward or representative from the Union will make a presentation regarding membership and benefits. Employees will sign off saying that they have received a Union orientation upon completion of the session. Union orientations will be held once a month at the following sites as mutually agreed at mutually agreed upon times: Horwich and/or Lieberman; Cooper Center and/or 216 W Jackson; Northbrook, and/or Lake Zurich and/or Heller; 30 S. Wells. Except as otherwise permitted by law, the Agencies will not influence an employee's decision to become a member and will refer all questions regarding Union membership and benefits provided by the Union for its members to the Union.

3. The Agencies shall provide all newly hired employees with a copy of this Agreement in hard copy or electronic form after final hiring arrangements are completed and provide the Union with a hard copy receipt signed by the employee or an electronic copy showing that the employee has, in fact, received a copy of this Agreement.

ARTICLE V – EMPLOYEE RIGHT TO RESPECT AND DIGNITY

All employees shall be treated with respect and dignity, including the right to be free from discrimination or harassment as defined in the No Discrimination provisions as set forth in Article

XXVII of this Agreement. If an employee alleges that they have been treated without respect and dignity, the Union or the employee may notify the Agency by providing a written statement to the Chief Executive Officer or Head of Human Resources, or the employee can make a statement (verbal or written) to a Union representative, who may prepare a written complaint to submit to the Head of Human Resources. A meeting shall be scheduled within seven (7) calendar days at which the Union, the employee, the supervisor or manager, and the Head of Human Resources will attend. During this meeting, the parties shall address the issue. After the meeting, the Agency shall provide a written response within five (5) days of the meeting to state that corrective action has been taken or to state why it does not believe corrective action is needed. If the Union disagrees with the Agency's decision and notifies the Agency of its disagreement within ten (10) working days, a Step 2 grievance meeting will be held within ten (10) working days of the Agency's receipt of the notice. The employee, Local Union Steward, and a Union representative shall attend such meeting. The Agency's Chief Executive Officer or their designee, a representative of the Joint Personnel Committee, and the supervisor or manager against whom the complaint was filed shall also attend. No later than ten (10) working days after such meeting the Agency shall provide the Union with a final written response. No dispute arising under this Article V or any notice given for a violation of this Article V shall be subject to arbitration under Article XXVI of this Agreement.

ARTICLE VI – NO STRIKE – NO LOCKOUT

A. The Agencies agree that during the term of this Agreement they shall not lockout any bargaining unit employees.

B. The Union agrees that during the term of the Agreement, neither it nor any employees in the bargaining unit shall resort to any strike, cessation or stoppage of work, sit-down, slow-down, or picketing at any Agency facility or location or the location of any fundraising event, or engage in any concerted boycotting of individuals or organizations providing funds to the Jewish Federation or Jewish United Fund. The Union further agrees that it shall not engage in any strike or other activities prohibited under this Article over the meaning and application of this Agreement or over any other matter that occurs during the term of this Agreement, whether or not the matter is subject to the grievance and arbitration provisions contained in Article XXVI of this Agreement, nor will it engage in any sympathy strikes or strikes over the action or inaction of third parties or entities who are not parties to this Agreement. The prohibitions contained in this Paragraph B do not apply to distribution of materials by the Union solely to employees or by employees solely to other employees that concern or relate to internal Union matters, collective bargaining negotiations or matters concerning the collective bargaining agreement between the Union and the Agencies, and Union membership matters.

C. Discharge of Violators. The Agencies shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of Paragraph B. In such event, the employee or employees, or the Union on their behalf shall have no recourse to the grievance procedure and arbitration, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by Paragraph B. If it is determined that an employee did so participate, the disciplinary action taken by the Agency may not be disturbed. In the taking of such disciplinary action, the Agency will not discriminate among employees in accordance with Article XXVII.

ARTICLE VII – AGENCY AUTHORITY

A. All rights of management are retained by the Agencies except to the extent that this Agreement limits such rights. These rights include, but are not limited to, the right to manage and operate their programs and to direct their workforces; to determine the scope and character of the services rendered by them or the expansion or contraction of their activities; to sell or lease any of their programs or any portion thereof; to merge Agencies or any of their programs or services or to operate them as joint ventures; to assign, transfer, or reassign work; to determine the quality of work, the amount of work to be performed by bargaining unit employees, who shall perform it, and the location where it shall be performed; to hire employees of their own choosing, to promote, transfer, train, demote, layoff, and recall employees; to suspend, discipline or discharge employees in accordance with this Agreement; to determine job content and the assignment of overtime; to establish, change and modify work and performance standards and the experiential, educational, licensure, or certification requirements for jobs; and to establish reasonable work rules in accordance with Paragraph C of this Article. The specific rights stated in this Paragraph shall not be deemed to be all-inclusive, but merely indicate the type of rights which shall belong to and are inherent in the management of the Agencies.

B. The Agencies agree that prior to implementing any decision to subcontract, contract out, or outsource any work performed by employees in the bargaining unit, the Agency shall meet, confer and bargain with the Union regarding the decision and its impact. The Agencies shall provide the Union notice at least sixty (60) days prior to the planned implementation. Upon request by the Union, the Agency shall make available to the Union a description of the services to be so performed, the factual basis supporting the reason for such action and such other information as is relevant to such action. The result of the bargaining shall not be reviewable under Article XXVI of this Agreement. The provisions of this Paragraph shall not apply to the utilization of outside services to provide temporary staffing due to employee absences or staffing shortages for which an Agency is unable to hire qualified applicants.

C. Each Agency shall establish reasonable work rules which are subject to changes, additions or deletions by the Agency. Such rules and any changes, additions or deletions shall be uniformly enforced within each Agency and shall be posted on the Union bulletin boards at each Agency building where such bulletin boards are required by this Agreement at least 72 hours prior to the implementation of any such changes, additions or deletions. With respect to the Council for Jewish Elderly (d/b/a CJE SeniorLife), work rules applicable to its community facilities and programs shall be uniformly enforced as to those facilities and programs. Work rules established for the long-term care employees at the Lieberman Center, Robineau Residence, the Weinberg Community for Senior Living and any future long-term care facilities shall be uniformly enforced with respect to said employees at those facilities. “Uniformly enforced” for the purposes of this Paragraph means reasonably consistent and equitable application of the rules, subject to accepted differences in work schedules, assignments, programs and the nature of the responsibilities as between professional and program staff, clerical employees and hourly employees.

The Agencies and the Union are committed to an alcohol and drug free workplace, and toward that end, the Union recognizes the Agencies’ obligation to comply with all applicable laws and regulations related thereto. In furtherance of such commitment, the parties have entered into a Drug and Alcohol Agreement incorporated by reference herein Appendix C.

D. If any of the Agencies merge during the term of this Agreement, the emergent Agency shall select which incumbent bargaining unit employees it will initially hire or retain in accordance with Paragraph B of Article XII (Seniority) of this Agreement. The emergent Agency shall recognize the Union as the exclusive collective bargaining representative of its employees in Article I of this Agreement, and shall be bound by this Agreement. All bargaining unit employees hired or retained by the emergent Agency shall be accorded seniority for all purposes of this Agreement dating from their respective dates of hire by the merging Agency by whom they were employed, and shall not serve any probationary period with the emergent Agency unless still on probation or an extension of probation with a merging Agency. Employees who are not hired or retained by the emergent Agency shall be eligible for severance pay in accordance with the provisions of Article XIX of this Agreement, if eligible for severance pay under that Article. In the event of a merger: (1.) the Agencies shall provide the Union with at least thirty (30) days' written notice prior to implementing any merger and (2.) the emergent Agency shall provide to the Union at least thirty (30) days' written notice of the bargaining unit employees that the Agency intends to hire or retain in accordance with this Paragraph. The Union agrees to keep information provided to it as to the identities of the bargaining unit employees the emergent Agency intends to hire or retain and those it intends not to hire or retain confidential until the employees are notified by the merging Agencies or emergent Agency. At the time that the Union is provided notice of a merger, the Agencies will provide the Union with a document summarizing the terms of the merger relevant to bargaining unit employees, and the Union may request any additional information to which it is entitled as a matter of law. If the Union requests, the emergent Agency(ies) and the Union shall meet to discuss and attempt to resolve any disagreements relating to the bargaining unit employees that the Agency intends to hire or retain and to discuss matters relevant to the merger as it relates to bargaining unit employees.

E. None of the rights referred to in this Article VII shall be exercised in an arbitrary and capricious manner.

ARTICLE VIII – UNION ACTIVITY DURING WORKING TIME AND STEWARDS

A. Except as provided in this Article or elsewhere in this Agreement, no employee shall engage in Union activity or grievance investigation or processing during working time which interrupts or interferes with their performance of work or with any Agency program or function. Authorized breaks and lunches shall not be considered working time for purposes of this Article. Nothing in this Article shall limit the rights provided by law to the Union or its members.

When practicable, Stewards and employees should endeavor to meet and discuss and/or investigate grievances filed under the terms of this Agreement during non-working time. However, the parties recognize that it is not always practicable to do so. In such event, after receiving approval of the Steward's and employee's supervisors, which approval will not be unreasonably withheld, the Union Steward and the aggrieved employee shall be provided a reasonable amount of time to discuss and/or investigate a grievance during working time. It is expressly understood that such activity shall not unreasonably interfere with the job duties or responsibilities of the Local Steward or the aggrieved employee involved. Stewards shall, when necessary and reasonable, be allowed time off with pay (excluding travel time) during working hours to present grievances or attend grievance meetings at Steps 1 and/or 2 of the Grievance and Arbitration Procedure set forth in

Article XXVI of this Agreement. Stewards will be permitted to conduct preparation for such meetings during working time.

B. The Union shall furnish the Agencies and the Federation's Head of Human Resources with a written list of the names of all Local Stewards and shall notify the same in writing of all changes made therein as they occur.

C. The Union shall determine the number of members participating in collective bargaining sessions with the Joint Personnel Committee or any subcommittee thereof for the purpose of negotiating the terms and conditions of this collective bargaining agreement, or renewal thereof. However, the Union's bargaining committee as a whole shall not exceed twenty (20) employees and no more than thirteen (13) such members as designated by the Union, including the Union's Chief Steward, but no more than four (4) of whom come from the same Agency, shall suffer no loss of pay for time spent in such collective bargaining sessions and for the reasonable time traveling to and from a bargaining session during the employees' working time up to a maximum of one (1) hour each way. In the event that an Agency and the Union agree that it would aid and expedite the negotiations for a new collective bargaining unit by having subcommittees consisting of representatives of that Agency and its employees to meet and discuss issues specific to that Agency, the Union's subcommittee shall consist of no more than three (3) employees of that Agency who have been designated by the Union to serve on the Union's bargaining committee as a whole or any substitutes designated by the Union shall suffer no loss of pay as provided above for time spent in bargaining sessions and travel to and from a bargaining session. The Agencies and Union understand and agree that the number of any Union representatives on any subcommittee does not expand the total of twenty (20) employees who may serve on the Union's overall bargaining committee. In no event shall the total number of employees who suffer no loss of pay for time spent in collective bargaining sessions as provided for in this paragraph (13 employees) be reduced because of merger or restructuring of the Agencies. If other employees in the bargaining unit attend any bargaining sessions, they shall do so on their own time and shall not be permitted to participate in negotiations, speak during a bargaining session or engage in disruptive conduct. The Union shall advise the Agencies in writing of the names and representative status of the employees it designates to participate in such collective bargaining sessions sufficiently in advance of the beginning of negotiations to enable the Chief Executive Officers to determine if the participation would unduly interfere with the operations of the Agency and, otherwise, to make appropriate arrangements to provide for services resulting from any necessary absences from work by employees who are to participate as Union Representatives in such collective bargaining sessions. If the Chief Executive Officer should determine that the participation of the employees designated by the Union as participants on its bargaining committee would unduly interfere with the operations of the Agency, they shall contact the Union, and the Union and the Agency shall meet to resolve the matter in a manner which will not unduly interfere with the Agency's operations and which will not infringe upon the Union's right to select the members of its bargaining committee.

D. Union representative(s) and/or officer(s) will be permitted on Agency premises during working hours for the purposes of investigating grievances or working conditions, or meeting with bargaining unit employees for any legitimate purpose, provided that the Agency's Head of Human Resources is notified in advance of the specific date and time the Representative will be on the premises. Such activities or meetings will be conducted on each employee's non-

working time unless such a meeting is otherwise provided for in this Article or elsewhere in this Agreement or unless specific permission is given by the Agency to allow such activities or meetings to be conducted on working time. The Union representative shall conduct their business so as not to interfere with programs or functions of the Agency.

E. One Steward from each Agency shall be released for four (4) hours each month to attend authorized meetings or trainings with Union representatives during normal hours, except where unforeseen circumstances would result in the employee's absence unreasonably interfering with the employee's duties. The Union shall provide the Agencies with no less than fourteen (14) days' notice of the date and time of these meetings.

F. At the request of the Union with adequate notice, the Agencies shall provide the Union with space for membership and Steward meetings during the employees' non-working time at the Agency facilities specified by the Union if the space specified is available and appropriate. By the way of example, but not limitation, it is agreed that it is inappropriate for such meetings to be held in JCFS residential facilities or other Agency facilities where the proximity of clients or residents to the meetings is unavoidable. The space for these meetings shall normally be provided not more than once a month, except that the Agencies will make every effort to provide space in response to additional requests provided the space is available and appropriate.

G. Any employee elected to a position as a Union officer or elected to the Executive Board or Executive Council shall be granted time off without pay or have their schedule adjusted to permit their participation in meetings of the Executive Board or Council if they occur during working hours.

ARTICLE IX – PROBATION

A. Length and Extensions:

1. Professional and Program Staff. There shall be a probationary period of six (6) months with a mid-point evaluation after the third (3rd) month. This probationary period may be extended at the discretion of the Agency Chief Executive Officer, or their designee, for a period of no more than an additional three (3) months.

2. Clerical Employees. There shall be a probationary period of four (4) months with a mid-point evaluation after two (2) months. This probationary period may be extended for no more than an additional thirty (30) days.

3. Hourly employees. There shall be a probationary period of three (3) months for hourly employees with a mid-point evaluation of six (6) weeks, except for CJE Certified Nurse's Aides, CJE Resident Assistants and CJE Senior Living Assistants who shall have a four (4) month probationary period and a mid-point evaluation after eight (8) weeks. These probationary periods may be extended for no more than an additional two (2) months. All references in this agreement to "Certified Nurse's Aides" or "CNAs" is understood to mean and refer to "Resident Care Assistants" employed by CJE at Lieberman Center and/or such other long-term care nursing home facility that CJE may operate during the term of this Agreement.

B. Any absence by an employee during a probationary period shall automatically extend the employee's probationary period by an amount of time equal to the absence. Such extension shall be in addition to any other extensions permitted by this Article.

C. During the respective probationary periods or any extensions set forth in Paragraph A or B of this Article, employees may be terminated for any reason without recourse to the grievance procedure.

D. In the event that the probationary period of an employee is extended, the employee and the Union shall be notified in writing. The evaluation extending the probationary period shall be in writing and shall describe the employee's deficiencies and goals and time for curing them. The maximum periods of time for extensions of probationary periods set forth in Paragraph A are not intended to be applied automatically. The Agency will make an effort to establish an extension of the applicable probationary period based on the individual circumstances. In the event that the Agency does not give the written notice that the probationary period has been extended to both the Union and the employee prior to the expiration of the probationary period, the probationary period shall be deemed to have been successfully completed. Any employee discharged during the probationary period or during any extension thereof, upon request, may receive a written statement setting forth the reason or reasons for the discharge.

E. No employee shall be placed on probation a second time if reassigned, transferred or promoted by the Agency. However, such employees shall be reevaluated as specified in Article X, Paragraph A. 2.

ARTICLE X – EVALUATION

A. Evaluation is a continuing and interactive process in which both supervisors and employees participate and in which employees can play an active role. Employees shall receive a copy of all of their evaluations.

1. Initial Evaluations. For professional employees, program staff and clerical employees, written evaluations shall be prepared at the mid-point and the end of the probationary period and at least annually thereafter and more frequently as determined by the Agency. For hourly employees, written evaluations shall be prepared at the end of the probationary period and at least annually thereafter and more frequently as determined by the Agency. If the probationary period is extended, another evaluation shall be submitted at the end of the stipulated extended probationary period. If an employee has not been evaluated on a timely basis, then upon employee's request an evaluation shall take place not later than thirty (30) days of the request.

2. Evaluations upon Reassignment, Transfer or Promotion. Professional and program staff employees who are reassigned, transferred or promoted by the Agency or who voluntarily transfer to another Agency shall be reevaluated no later than six (6) months after the date of reassignment, transfer or promotion; clerical and hourly employees who are reassigned, transferred or promoted by the Agency or who voluntarily transfer to another Agency shall be reevaluated no later than four (4) months after the date of reassignment, transfer or promotion. If in the view of their supervisor, any employee who has been reassigned, transferred or promoted by the Agency is unsatisfactory in their new position, or if the employee requests to return to their

former job, the Agency shall make every reasonable effort to return the employee to their former job. If the former job is not available, then the Agency will make every reasonable effort to place the employee in a comparable vacant position.

B. A draft evaluation shall be prepared by the supervisor and discussed with the employee. Following the discussion, the supervisor shall either make revisions based upon the discussion or finalize the draft unchanged. Employees shall receive at least forty-eight (48) hours' notice prior to being evaluated. Following the supervisor's finalization of the evaluation, the written copy shall be signed by the employee indicating that the employee being evaluated has read and discussed the evaluation with their supervisor. The employee's signature need not indicate agreement with the evaluation. A representative of the administrative staff shall discuss the evaluation with the employee. If an employee wishes to comment on their evaluation after discussion with their supervisor, they may submit a written statement to said representative. The entire statement shall become a part of the employee's personnel record.

C. All evaluations that an Agency issues to an employee who has completed the initial probationary period or an extension of their initial probationary period may be the subject of a grievance and arbitration in accordance with Article XXVI of this Agreement.

D. In the event that an Agency issues an evaluation to an employee who has completed the initial probationary period or an extension of their initial probationary period which includes performance deficiencies that could result in discipline or discharge if not cured, the evaluation shall state this to the employee, shall describe the performance deficiencies and shall set the goals for curing any deficiencies. In the case of performance evaluations containing performance deficiencies that could result in discipline or discharge, the employee shall be notified that they have the right to discuss the evaluation with a Union representative. If the Union requests a meeting to discuss the evaluation, a meeting shall be scheduled within seven (7) days of the request with the Union representative or Steward, the employee, the supervisor(s) who performed the evaluation, and another representative of the Agency.

E. At the time of the evaluation, there shall be a discussion between the employee and their supervisor regarding career development within the Agency. The Agency's evaluation form shall indicate that career development was discussed with an employee.

ARTICLE XI – PROMOTION, RECLASSIFICATION AND TRANSFERS

A. **Posting of Intra-Agency Vacancies.** The Agencies recognize the mutual advantage of promotions from within and will follow this principle wherever practicable, subject to the Agency's final decision which will be made as provided for in Article XII, Paragraph G (Seniority).

Accordingly, notice of any vacancy in the bargaining unit, including positions on shifts, shall be posted by the Agency on its internal website within five (5) business days of the knowledge of vacancy or impending vacancy. If the position is one which involves shifts, the shift shall be stated. Upon request by an internal applicant, the applicant will be given pertinent job information, including the pay or salary range, if any. Notice must remain posted on the Agency's website for no less than five (5) business days and until the position is filled. Agencies shall not hire any

outside applicant for any vacant position prior to the consideration of all bargaining unit members applying for said vacancy within the five (5) business day posting period required by this Agreement.

In the event a vacancy is not posted on the Agency's website or notice of a newly created position is not posted on the Agency's website and the position is filled, then the position shall be vacated for two (2) weeks pending notification of all applicants.

Any employee who is unable to access an Agency internal website on the Internet may seek assistance from their Agency's Human Resources Department. The Agency will endeavor to provide reasonable assistance to help enable the employee to access the Internet.

B. Voluntary Inter-Agency Transfer. The Agencies endorse the principle of voluntary inter-agency transfers. Accordingly, each Agency shall post all vacancies in bargaining unit positions on their respective websites, no later than the time when those vacancies are otherwise made available to outside applicants. All bargaining unit employees are entitled to apply for any vacancy posted on an Agency website. In addition, each month, the Agencies shall post a copy of all vacancies in the bargaining unit listed during the month, up to the date the list is compiled and on bulletin boards where notices of intra-agency vacancies are posted. A list of the Agencies' website addresses where notices of vacancies are posted is contained in Exhibit D appended hereto. If the website address of any Agency changes where such notices are posted, the Agency shall notify the Union.

Persons voluntarily transferring to a different Agency shall carry forward their seniority as specified in Article XII, Paragraph A. No person voluntarily transferring to a different Agency shall be permitted to bump back into their former Agency.

C. Job Information. In order to help facilitate the principles set forth in Paragraphs A and B of this Article, the Agency's Head of Human Resources or their designee will meet with any employee who has applied or is considering applying for a vacancy under Paragraph A or under Paragraph B, if the employee so requests, to discuss the qualifications, skills and training required and the career paths for the job(s) in which the employee is interested. No adverse action shall be taken against an employee for exercising their rights under this Paragraph or under Paragraphs A and B of this Article.

D. Special Provisions Applicable to Temporary Transfers between CJE Community and CJE Long-Term Care. This Paragraph D governs voluntary and involuntary temporary assignments of CJE employees from a position within a CJE community program to a position at a CJE long term care facility or from a long-term care position to a position in a community program.

For purposes of this Paragraph D, a temporary assignment means one that lasts for a period of forty-five (45) calendar days or less; a voluntary assignment is one requested or initiated by an employee in response to an invitation for volunteers by CJE, or otherwise; an involuntary temporary assignment is one in which CJE specifically requests a particular employee to accept an assignment temporarily pursuant to this Paragraph D. CJE will seek volunteers for temporary assignments under this Paragraph D before resorting to the selection of employees for involuntary

temporary assignments. The selection of employees for involuntary temporary assignments shall be governed by the provisions of Subparagraph 2 of this Paragraph D.

1. The provisions of Paragraph A of this Article shall not apply to temporary transfers covered by this Paragraph D.

2. Involuntary temporary assignments.

a. No employee shall be selected for an involuntary assignment if there is a qualified volunteer for such assignment.

b. The temporary assignment shall involve duties which are similar to those of the employee's regular position, given due regard for the differences as between the services provided to clients in community programs and those provided to clients in long term care facilities. For example, a CNA employed at Lieberman may be involuntarily temporarily assigned to work as an In-Home Service Worker II in CJE's community program; however, a social worker employed in one of CJE's community programs may not be selected for an involuntary assignment to serve as a CNA at Lieberman.

c. The selection of an employee for an involuntary temporary assignment shall be made from among qualified employees based on the following factors: their respective relative skills, experience and ability to perform the duties required by the temporary assignment; the respective relative differences, if any, between their regular hours of work and the hours of work required by the temporary assignment; the respective relative differences, if any, of the distances and commuting times between their regular jobs and the temporary assignment; their child care scheduling problems, if any; and their respective lengths of employment, i.e. reverse seniority. No single factor shall be controlling. CJE's selection of an employee for an involuntary temporary assignment based on its evaluation of the foregoing factors shall not be deemed a violation of this Agreement unless such selection was arbitrary or capricious or made in bad faith.

3. Any employee who is temporarily reassigned shall be paid at their regular rate or at the minimum rate of pay for the position into which they are temporarily assigned, whichever is greater, for all hours worked in the position into which they are temporarily assigned.

4. If overtime pay is required by the Fair Labor Standards Act (FLSA), overtime shall be paid in accordance with FLSA overtime provisions applicable to the program or facility into which the employee is temporarily assigned and otherwise in accordance with the FLSA.

5. During the period of any temporary assignment, a reassigned employee shall be covered by the holiday provisions contained in this Agreement which are applicable to the facility or program into which the employee is temporarily assigned.

6. Employees who are temporarily assigned under this Paragraph D will continue to accrue paid sick leave and paid personal time at the accrual rates applicable under this Agreement for their regular position during the period of such transfer or at the accrual rates applicable for the position into which they are reassigned, whichever is greater. Employees who continue to work in their regular positions while at the same time working in a reassigned position, e.g. regular work during the week, temporarily assigned position on weekends, shall continue to accrue such benefits at the accrual rates applicable to their regular position.

7. The forty-five (45) day period for temporary assignments specified above is a cap on such assignments. If one or more employees have been temporarily assigned to a position under this Paragraph D for a period of up to forty-five (45) calendar days, then such position shall be filled as a permanent vacancy in accordance with the provisions of this Agreement. The provisions of this Subparagraph 7 shall not apply in cases where an employee continues to work in their regular position and voluntarily elects an additional temporary assignment, e.g. on weekends or other unscheduled days.

E. The Union understands and agrees that the Agencies have the sole and exclusive right under Article VII – Agency Authority of this Agreement to determine their employees’ hours of work, including, but not limited to, deciding whether a position in the bargaining unit should be a full-time position or a part-time position and, if part-time, the percentage of full-time that position should be. However, if an employee requests to have their position changed from full-time to part-time on either a permanent or temporary basis, the employee must provide their supervisor with specific and detailed reasons for the request. The Agency will consider the request, make a decision and notify the employee of its decision and the rationale for its decision. The decision of the Agency is committed to its sole and exclusive discretion, and no decision made by the Agency in response to any such request shall be subject to the grievance and arbitration procedure set forth in Article XXVI – Grievance and Arbitration Procedure of this Agreement.

ARTICLE XII – SENIORITY

A. **Definition of Seniority.** Seniority shall be defined as the length of service from an employee’s last date of hire by an Agency except as provided for in Paragraphs 1 and 2 of this Article XII, A.

1. When an employee voluntarily transfers from one Agency to another, seniority accrued in the original Agency transfers without change for all purposes except for layoff, and for severance pay under Article XIX.

2. When an employee transfers from one Agency to another as the result of or to avoid a layoff or a reduction of hours or as a result of the merger of Agencies, then seniority accrued in the original Agency transfers for all purposes.

3. Whenever an employee transfers from one Agency to another pursuant to either Paragraph A.1 or A.2 of this Article, they shall retain all benefits earned under the terms of this contract except for accrued paid personal time which shall be paid out.

4. Seniority is determined by length of service in accordance with the provisions of this Paragraph A of this Article XII without regard to whether said service has been

entirely within a position or positions within the bargaining unit represented by the Union or partially outside of the bargaining unit and without regard to whether the employee is a member of the Union.

B. In case of layoffs due to retrenchment, reorganization or contraction, within a single Agency, or in the case of voluntary or involuntary transfers within a single Agency, seniority, skill, experience, disciplinary history that may be considered for imposing discipline under Article XIII, Paragraph E, and the ability to perform the duties of available positions shall be taken into account in determining the selection of employees to be retained. In the event that skill, experience, and ability to perform the duties of available positions are relatively equal between employees, then seniority shall prevail. The employee identified for layoff will first be placed in an open position within the Agency, provided the employee meets the qualifications of the job.

C. Any employee who is laid off due to retrenchment, reorganization or contraction of an Agency program within a single Agency shall be entitled to recall for a period of one (1) year following layoff. Recall shall be based upon the same factors as layoff. If a bargaining unit member is recalled to a lower paid position, that bargaining unit member shall have the option of accepting the recall or remaining on the recall list for the balance of one (1) year. When implementing a recall, the Agency shall endeavor to recall laid off employees to a job location or shift, where shift work is applicable, that does not impose undue hardship on the employee due to family obligations, inadequate transportation or other valid personal reasons; provided, however, the Agency shall not be obligated to do so.

D. In the case of retrenchment, reorganization or contraction of an Agency program within a single Agency requiring any layoff or termination of three (3) or more bargaining unit employees within any thirty (30) calendar day period, the Agency will provide the Union with at least twenty-five (25) calendar days' notice of the decision or of the reduction or loss of funding requiring the layoff, unless the Agency does not know in advance that it will lay off or terminate three (3) or more employees for such reasons within thirty (30) calendar days or is otherwise unable to provide such notice. In such case, the Agency shall notify the Union within two (2) business days after it is aware of the facts and circumstances necessitating the layoff or termination. At the Union's request, the Agency and Union shall meet and discuss matters relevant to the layoff or termination. The Union shall not disclose to any affected employee the identity of any employee to be laid off or discharged until after the Agency notifies the employees or gives consent to the Union to disclose sooner. No employee shall be required to sign any documents related to the layoff without first being given the opportunity to confer with a Union representative or Steward.

E. Employees hired for special projects shall receive full benefits under this Agreement, and any employee who is assigned to permanent staff when their special project is completed shall be entitled to seniority status retroactive to the date they were hired for the special project. The extended seniority shall not permit bumping of current employees. Employees who are laid off upon completion of a special project or government-funded program shall be granted preferential hiring status for one (1) year following termination.

F. Seniority shall be accrued during all paid and unpaid leaves of absence and all paid personal time provided for in Articles XV and XVI of this Agreement.

G. Promotions and Transfers. An employee of an Agency who has applied for a vacancy in a bargaining unit position within their own Agency pursuant to Article XI of this Agreement will be selected for the position over an outside applicant if the employee and the outside applicant possess relatively equal skill, experience, and the ability to do the job; provided, however, that in order to be eligible for transfer to a vacancy in a lateral or lower bargaining unit position within the same Agency, the employee must have been employed by their Agency in their current position for at least one (1) year unless the Agency waives this requirement in its sole and exclusive discretion. The Agency shall have the right to reject any request by an employee to transfer to a vacant position if the Agency determines in its sole and exclusive discretion that the transfer would result in staffing shortages or other consequences that interfere with the Agency's operations or the provision of services to the Agency's clients. Except as otherwise provided in the preceding sentence, as between two (2) or more bargaining unit employees who are eligible for and who have applied for the same vacancy, seniority, skill, experience, and the ability to perform the job shall be taken into account. In the event that skill, experience and ability to perform the job are relatively equal as between employees, then seniority shall prevail.

H. Shift Preferences. The provisions of this Paragraph H govern filling shift vacancies for jobs in which an Agency employs employees to work more than one (1) shift. They do not apply to any other types of jobs, other circumstances, or any other vacant positions.

1. During the first two (2) weeks of January of each calendar year, employees who are employed in a job in which an Agency employs employees to work more than one (1) shift and who have successfully completed their initial probationary period may submit to their program or department head a request to be assigned to a different shift if a vacancy on a different shift for the same job arises during the year. Such employees hired after the first two (2) weeks in January may submit such a request within two (2) weeks after successfully completing their initial probationary period. Requests must be limited to the same department or program and the same work site and in the same job in which an employee is employed at the time of a request. No other requests for a change of shift assignment may be made and no others will be considered.

2. Seniority, skill, experience, disciplinary history that may be considered for imposing discipline under Article XIII, Paragraph E, and ability to perform the job on the shift an employee has requested will be taken into account in filling a shift vacancy, it being recognized by the Agencies and the Union that the capability of an employee to work on a shift that is more heavily staffed and supervised than a different shift does not necessarily give an employee the ability to work on such a different shift. In the event that skill, experience, disciplinary history that may be considered for imposing discipline under Article XIII, Paragraph E, and ability to perform the job on the requested shift are relatively equal as between employees who have requested it, then seniority shall prevail.

3. The provisions of this Paragraph H supersede the posting and notification requirements of Article XI, A as to shift vacancies where any employee qualified to request a shift change under this Paragraph has made request permitted by this paragraph. If no such request has been made, the provisions of Article XI, A shall apply. The provisions of this Paragraph H do not supersede the provisions of Paragraph G of this Article immediately above.

ARTICLE XIII – DISMISSALS AND RESIGNATIONS AND DISCIPLINE

A. **Professional Employees and Program Staff.** After the probationary period, or any extension thereof, continuance of employment of professional employees and program staff shall be based upon satisfactory performance and compliance with all reasonable promulgated work rules. In general, incompetence, neglect or breach of professional ethics shall constitute cause for dismissal. Except as otherwise provided for under Paragraph D of this Article XIII and Article X, no professional or program staff employee shall be disciplined or discharged without just cause. Curtailment of an Agency's program may result in layoff which shall be in accordance with all of the terms of this Agreement.

B. **Clerical and Hourly Employees.** After completion of the probationary period or any extension thereof, the right to discipline or discharge clerical and hourly employees shall remain in the discretion of each Agency, except that such discipline or discharge will only be imposed for just cause.

C. Notice of Dismissal and Resignation.

1. Except for those specific cases governed by Paragraph C.2, C.3, or C.4 of this Article, the following notice provisions shall apply: Professional employees, program staff, clerical employees and hourly employees who have completed their probationary period or any extension thereof, shall be given two (2) weeks' written notice of dismissal; provided that the Agency, at its option, may immediately terminate the employment of an employee under this Subparagraph 1 and pay the employee an equivalent amount of pay in lieu of notice. Written notice of the same length of time shall be given to the Agency by any employee desiring to terminate their employment. If an employee gives the Agency more notice than is required by this Subparagraph 1, the Agency may, at its option, terminate the employee at the end of the required notice period and have no obligation to continue to employ and pay the employee for the balance of the period for which the employee gave notice. In the event that an employee fails to give appropriate notice as provided for herein, a permanent record of such failure shall be placed in their personnel file, and the Agency shall cease all payments for the employee's insurance coverages at the end of the month in which the employee so terminated their employment without having given appropriate notice. The Agency may withhold from payment accrued paid personal time in reverse proportion to the amount of actual notice given by the employee in relation to the required notice. Any employee who is absent for a period of three (3) consecutive scheduled working days without notifying their supervisor shall be deemed to have resigned without having given notice as of their last day of work, except in cases where an employee is unable to give notice. Unless approved by the Agency, no employee may take any unscheduled time off with pay during the notice period.

2. The Agency need not give the notice provided herein, or pay in lieu of notice, to any employee who receives a notice of dismissal for any Category IV violation of the Agency Work Rules or of violations of the Agency Work Rules in accordance with the progressive discipline system provided for therein. However, dismissals for these reasons are subject to the provisions of Paragraphs A and B of this Article. The provisions of this Paragraph C.2 are also specifically applicable to dismissals based solely on inadequate performance.

3. Professional employees and program staff who have completed the probationary period or any extension thereof but who have been employed by the Agency for less than three (3) years, shall, if they receive an evaluation recommending dismissal, receive two (2) weeks' notice of dismissal. Either the employee or the Agency may elect to immediately terminate the employee. In such event, the employee shall receive two (2) weeks' pay. Such pay shall be in addition to all other monies, if any, to which the employee is entitled at the time of their termination.

4. Professional employees and program staff who have been employed by one (1) or more of the Agencies for a total of three (3) or more years, shall, if they receive an evaluation recommending dismissal, have their employment continued on re-evaluation status for a period not to exceed sixty (60) calendar days. Prior to the end of the sixty (60) day period, the employee shall be reviewed by their supervisor in conjunction with the Agency's Head of Human Resources. Time spent on re-evaluation status shall be in lieu of time for notice of dismissal pay or dismissal pay in lieu thereof as provided for in the preceding paragraphs of this Article XIII. In the event that after receiving an evaluation recommending dismissal, the employee makes no significant improvement in performance, then such employee may be terminated prior to the end of the re-evaluation period if the Agency and employee mutually agree. If such employee is terminated before the end of the sixty (60) day re-evaluation period, they shall receive pay for the balance of the sixty-day (60) day period.

D. Neither the content of evaluations nor dismissals based on evaluations with respect to professional employees and program staff is subject to the Grievance and Arbitration Procedure contained in Article XXVI of this Agreement. If an employee who receives an evaluation recommending dismissal desires a review of such evaluation, they shall make a written request to the Chief Executive Officer or their designee within ten (10) working days of said evaluation. The employee may meet with the Chief Executive Officer or their designee and with the Union's Business Agent and Local Steward, if the employee so requests, to discuss the evaluation and recommended dismissal based thereon. The Chief Executive Officer shall give their decision within ten (10) working days from the date of the meeting, if any. The Union's Business Agent or attorney, together with the employee, may review that material in the employee's personnel file which is relevant to the evaluation recommending dismissal. The decision of the Chief Executive Officer shall be final. The Agencies shall not utilize the evaluation procedures of this Paragraph in such manner as to deny employees their rights to otherwise grieve and arbitrate discipline and dismissals as set forth in Paragraph A of this Article.

E. If a final warning, with or without a suspension, for a Category III work rule violation has been issued to an employee, that final warning may be considered in determining the type of discipline to be issued to that employee in the future. If a final warning, with or without a suspension, has been issued to an employee for an accumulation of work rule and/or attendance violations for Category I and/or II offenses, if the employee completes two (2) full years of employment with the Agency from the date of the last prior disciplinary action, such disciplinary action will not be considered in determining the type of discipline to be issued to that employee in the future. Discipline for Category I and/or II offenses that have not accumulated to result in a final warning, with or without a suspension, will not be considered in determining the type of discipline to be issued in the future if the employee has completed one (1) full year of employment from the date of the last prior disciplinary action without having received further discipline. The

provisions of this paragraph do not apply to job performance-related matters, which are subject to performance evaluations and corrective action designed to improve performance and which are not considered to be discipline.

F. No disciplinary suspension shall exceed three (3) working days for an employee who receives a disciplinary suspension. Suspensions pending investigation of alleged employee misconduct are not disciplinary suspensions. Employees who are suspended pending an investigation will be paid for lost days of work unless they are given a disciplinary suspension or discharged as a result of the investigation. If an employee is given a disciplinary suspension as a result of an investigation during which the employee was suspended, the employee will be paid for lost work days reduced by the pay for the days for which the employee was given a disciplinary suspension if the investigatory suspension was longer than the disciplinary suspension. If the employee is discharged as a result of an investigation during which the employee was suspended, the discharge will be effective retroactive to the date of the suspension pending investigation and the employee will not be paid for those investigatory suspension days. Any Agency conducting an internal investigation connected to a suspension pending investigation which exceeds seven (7) working days shall provide notice to the Union of the need for an additional period of time, up to a maximum of an additional seven (7) working days, to complete the investigation

G. In the event that an employee employed by CJE at the Lieberman Health and Rehabilitation Center is involved in an incident for which the employee could be disciplined or discharged during a shift on which the originally scheduled full complement of employees within the same job classification on the employee's assigned floor on that shift are not present, CJE will take the fact that the originally scheduled full complement of such employees was not present during that shift into consideration as a possible mitigating factor in determining whether to issue the employee discipline and, if so, the severity of the discipline.

H. Other than as may be necessary to satisfy regulatory requirements, an investigation of an employee that may lead to disciplinary action against that employee shall be initiated no later than fourteen (14) days after the incident potentially giving rise to the discipline becomes known to that employee's supervisor.

ARTICLE XIV – HOURS OF WORK AND OVERTIME

A. Hours of Work.

1. Clerical, Professional and Program Staff.

a. Except as provided for elsewhere in this Article, the standard work week for clerical, professional, and program employees shall consist of thirty-seven and one-half (37-1/2) hours of work per week commencing on Monday of each week, except that the standard work week for any employees scheduled to work less than thirty-seven and one-half (37-1/2) hours shall consist of those hours regularly scheduled.

b. The standard work week for JUF clerical, professional and program employees shall consist of thirty-six and one-half (36-1/2) hours of work per week commencing on Monday of each week.

c. Based on operational or programmatic considerations, the standard work week for CJE clerical, professional, and program employees, except for LPNs and RNs, may be increased from thirty-seven and one-half (37-1/2) hours to up to forty (40) hours of work per week commencing on Monday of each week. In the event an employee's hours are increased, the employee's regular salary will be adjusted to reflect and compensate the employee for such increased hours.

d. The standard two (2) week work period for CJE LPNs and RNs is eighty (80) hours.

e. JCC may increase the standard workweek of its clerical, professional, and program employees from thirty-seven and one-half (37-1/2) hours to up to forty (40) hours of work per week. In the event an employee's hours are increased, the employee's regular salary will be adjusted to reflect and compensate the employee for such increased hours.

f. CJE LPNs and RNs in the long-term care facilities may voluntarily choose to be scheduled for shifts in excess of eight (8) hours, exclusive of meal periods. Notwithstanding any provisions of Paragraph B of this Article governing overtime, such employees who elect to work shifts in excess of eight (8) hours will be entitled to overtime pay for all hours worked in excess of forty (40) hours in a work week, exclusive of meal periods.

g. The standard work week for CJE medical clerks shall be forty (40) hours, whose salaries, calculated on an hourly basis, shall be adjusted to reflect a forty (40) hour work week.

2. Hourly Employees.

a. The standard work week for hourly employees not employed in long term care shall consist of forty (40) hours.

b. The standard work week for CJE Resident Care Assistants shall be thirty-seven and one-half (37-1/2) hours per week, or seventy-five (75) hours per two (2) week work period, exclusive of a thirty (30) minute meal period, with shifts as follows: 7:00 a.m. – 3:00 p.m.; 3:00 p.m. – 11:00 p.m.; and 11:00 p.m. – 7: 00 a.m.

c. All hourly employees in CJE long term care facilities, including, but not limited, to Resident Care Assistants, may be scheduled to work a total of eighty (80) hours in any two (2) week period, exclusive of meal periods. CJE may schedule such employees for 10 or 12-hour shifts at its discretion; provided, however, their scheduled hours of work in any two (2) week period shall not exceed eighty (80) hours. Regular 8-hour shifts will continue; however, 10 or 12-hour shifts will be made available to employees and will be put to bid to employees and will be treated as set schedules. The

payment of overtime will be in accordance with applicable minimum wage and overtime laws.

3. Nothing in Article XIV constitutes a guarantee of hours of work.

4. The arrangement of working hours shall be designated by the Agency in accordance with this Article. The Agency shall endeavor to give two (2) consecutive days off per week wherever feasible. Once an employee's schedule is distributed or posted, as much notice as possible shall be given of any changes in the schedule. Where feasible this notice will be given at least two (2) weeks in advance of the schedule change.

5. All full-time employees are entitled to two (2) fifteen (15) minute rest periods per day, one during the first half of the employee's work day and one during the second half of the work day. Employees who are scheduled to work between four (4) and six (6) hours per day are entitled to one (1) fifteen (15) minute rest period per day. The Agency shall have the right to schedule such rest periods, or to reschedule such rest periods, in such manner as to least interfere with the program. In recognition of the legitimate purpose of a rest period, it is agreed that the rest periods may not be combined or taken at the end of the work day, except under the following circumstances: (a.) if an employee is unable to take a regular break due to work demands, and the employee notifies their supervisor at the time of the regularly scheduled break and receives permission to take a break in combination or at the end of the day; or (b.) if a supervisor requires an employee to work through a regular break, the supervisor must either schedule the break at a different time during the work day or at the end of the work day, or alternately, authorize payment to the employee for lost break time. The foregoing provisions of this Subparagraph 5 do not apply to JCC Teachers and Assistant Teachers in JCC's Early Childhood Services Department regardless of location or to JCC front desk staff, front desk Administrative Aides or other JCC staff when in the role of front desk staff, regardless of position or shift. Such employees shall be entitled to short breaks, trips to obtain refreshments available on the premises and making or receiving emergency telephone calls that cannot be made at the employee's assigned work station totaling no less than fifteen (15) minutes.

6. The current practices regarding the length of lunch shall not be altered during the term of this Agreement, except: (1) as they may be adjusted to provide that employees' regular hours of work (exclusive of overtime) that do not exceed their standard work week as provided for in this Article; and (2) that any Agency may adjust the lunch hour for not more than thirty (30) minutes to meet operational needs, provided that two (2) weeks advance notice shall be provided to any employee to be affected by such adjustment.

7. Employees may be provided flex time by having their scheduled hours adjusted for legitimate personal reasons at the discretion of and with the approval of the employees' supervisor, provided that other employees are not adversely affected and the flex time does not unreasonably interfere with the operations of the Agencies.

8. All regularly scheduled full-time CJE hourly employees in the long-term care programs of CJE shall be guaranteed two (2) of six (6) weekends off (Saturday and Sunday). CJE will endeavor to grant two (2) consecutive days off in one other week during any six (6) week period to at least fifty percent (50%) of the staff. CJE shall provide the Union with the Lieberman

Health Services Department schedules on a quarterly basis. The foregoing provisions shall not apply to part-time employees who are hired to work weekends. Nothing in this Paragraph requires employees to be scheduled on weekends, if they are not currently scheduled.

9. Special Provisions for Specific Agencies or Programs:

a. **Special Provision for CJE In-Home Service Workers I and II.** The following provisions govern pay for CJE In-Home Service Worker I or II when clients cancel appointments with such employees and there is no other work available on that day:

i. When a CJE client for In-Home Services cancels an appointment on the day before the day for which the appointment was scheduled or sooner and CJE notifies the In-Home Service Worker I or II (“employee”) assigned to the appointment of the cancelation in person or by leaving the employee a voice mail message on the employee’s cell phone and/or land phone before the employee arrives at the client’s residence or other site of the appointment, and no other work is available on the day of the canceled appointment to replace it, the employee will not be paid anything for the hours that the employee would have worked on the assignment or for travel time that would have been required to get to the assignment from a previous assignment, if any, that day. The employee will be paid for the hours of work on any other assignment the same day that was not canceled. Employees are responsible for providing the In-Home Service Schedulers with all of their up-to-date current telephone number(s) and for checking their telephone messages for notices of canceled appointments.

ii. When a CJE client for In-Home Services cancels an appointment on the same day as the appointment was scheduled and CJE notifies the In-Home Service Worker I or II (“employee”) assigned to the appointment of the cancelation by speaking with the employee in person or by telephone before the employee arrives at the client’s residence or other site of the appointment, and no other work is available on the day of the canceled appointment to replace it, the employee will not be paid anything for the hours that the employee would have worked on the assignment or for travel time that would have been required to get to the assignment from a previous assignment, if any, that day. The employee will be paid for the hours of work on any other assignment the same day that was not canceled.

iii. When an employee arrives at a client’s residence or other site of assignment and the client cancels the appointment or refuses service at that time without CJE having notified the employee of the cancelation and no other client work is available that day to replace

the canceled appointment, the employee will be paid for two (2) hours as a result of the cancellation, which includes compensation for any travel time, if any, incurred by the employee in traveling from an earlier assignment on the same day, if any, in order to get to the canceled assignment, and the employee will be paid for the hours of work on any other assignment the same day that was not canceled. Employees will be paid for two (2) hours for each cancellation or refusal of service covered by this point iii.

iv. The hours for the provision of services by such employees shall be between 8:00 a.m. and 8:00 p.m. seven (7) days per week.

v. An employee shall not be paid where the employee refuses an assignment. Where an employee refuses an assignment, CJE will reassign the employee to a different client whose service needs are compatible with the employee's skills and experience as soon as it is able to do so.

vi. Employees covered by this Subparagraph A.9.a shall be scheduled for no less than thirty-two (32) hours per week if such work is available. The Agency shall make every effort consistent with client care to schedule employees to minimize their commuting and transportation time. In scheduling employees, CJE will take into account an employee's reasonable concerns about traveling on public transportation, where required, during early morning and/or late afternoon or early evening hours during those times of the year when it is dark during those hours.

b. Special Provisions for CJE Flexible In-Home Service Workers. Notwithstanding the provisions of Paragraphs A.1 and A.2 of this Article XIV Flexible In-Home Service Workers shall be scheduled to work the number of hours per week and on those days designated by CJE. CJE shall not lay off or discharge any In-Home Service Worker I or II in order to replace such employee with a Flexible In-Home Service Worker.

c. Special Provisions for JFCS Knapp School Staff. The meal period for JCFS Teachers, professional employees and program staff employed at the JCFS Knapp School will be from 2:40 p.m. to 3:10 p.m. on Monday through Thursday of each week when the school is in session, and meal periods for such employees will be forgone on Friday of each week when the school is in session. Clinicians employed at the Knapp School may take a one-half hour meal break at any time during the day if their schedules for meetings with students and/or parents permit, but if not, their meal breaks will be between 2:40 p.m. and 3:10 p.m. The regular work day for employees at the Knapp School is extended by an additional ten (10) minutes because of a mandate from the Illinois State Board of Education.

d. **Special Provisions for JCC:**

- i. JCC will maintain the policy of not requiring more than four (4) evenings of work, except in emergency.
- ii. The standard work week for JCC Day Camp employees shall be forty (40) hours.
- iii. JCC program staff shall be compensated for orientation at the rate of three (3) sessions or twenty-four (24) hours based on portal-to-portal pay.
- iv. JCC Day Care Teachers shall be entitled to one-half (1/2) hour paid time for preparation on those days when they are scheduled to work.

B. **Overtime.**

1. Overtime is not encouraged. Occasional extra time may be necessary because of an emergency or because of Agency or client needs. An employee must secure permission from their supervisor prior to working overtime. If a professional or program staff employee cannot locate their supervisor to obtain prior permission to work overtime, such person may work overtime if in their professional judgment such work is necessary and required and of an emergency nature. Such overtime shall be reported in writing to the supervisor at the earliest possible time after it is worked. To the extent that the Agency may be able to do so consistent with program needs and its obligations to clients or residents, staffing, the abilities and hours of work of employees and other operational considerations, the Agencies will endeavor to distribute overtime among employees in the same classification and with the same hours of work on an equitable and voluntary basis. However, nothing in the foregoing sentence shall constitute a promise or guarantee that such overtime will be so distributed, and no disagreement or dispute about the Agency's failure or inability to do so shall be subject to the Grievance and Arbitration Procedure set forth in Article XXVI of this Agreement.

2. Employees Subject to the Fair Labor Standards Act, as Amended and/or the Overtime Provisions of the Illinois Minimum Wage Law. Employees shall be entitled to overtime pay as follows:

- a. All clerical employees and professional and program staff who are subject to the Fair Labor Standards Act and/or the overtime provisions of the Illinois Minimum Wage law, except for CJE RNs and LPNs, shall be paid at one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) in any one work week.
- b. All hourly employees employed in community programs shall be paid at one and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of forty (40) in any one (1) work week.

c. CJE RNs and LPNs, medical clerks and hourly employees employed at CJE long term care facilities shall be paid one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of eight (8) hours in any one (1) work day, and in excess of eighty (80) in any two (2) week period, except that all CJE janitorial workers employed at CJE long term care facilities shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) in any one (1) work week. The provisions of this Subparagraph C shall not apply to CJE RNs and LPNs who voluntarily choose to work shifts in excess of eight hours pursuant to Paragraph A.1.b, of this Article.

3. For purposes of overtime pay, time spent on sick leaves, time off for voting, time off for paid or unpaid leaves, time off for jury duty, and paid personal time, including holidays when the employee's regular work site is closed, shall not be counted as hours worked. Time spent on call shall be counted as hours worked or not counted as hours worked for the purposes of computing overtime pay in accordance with the Fair Labor Standard Act. Overtime shall be computed and paid in six (6) minute, or one-tenth (1/10th) of an hour, intervals.

4. An employee's schedule will not be changed or their regularly scheduled hours reduced to avoid the payment of overtime except as follows: An employee may be required to work overtime and have their hours adjusted during the same work week (or the same pay period where the "8 and 80" rule applies) to avoid the payment of overtime once per pay period. In such case, the employee's manager shall give the employee as much advanced notice of the need for them to work overtime as is feasible under the circumstances and notify the employee of compensating time off at least twelve (12) hours before the beginning of the employee's work day or shift when such compensating time off is to be taken. The Agency's determination of when the employee will take such compensating time shall be based on its legitimate assessment of relevant programmatic or operational needs and may not be made for arbitrary or capricious reasons. Nothing in this Subparagraph 5 precludes an Agency from adjusting an employee's schedule in advance in accordance with Paragraph A.4, of this Article, nor does it prevent an employee from voluntarily agreeing to an adjustment of their work hours in the same week (or same pay period where the "8 and 80" rule applies).

5. Special Provisions for JCFS Employees. The overtime provisions of this Article shall not apply to time spent by JCFS employees escorting children out of town for placement. The payment of overtime shall be in accordance with applicable law.

ARTICLE XV – LEAVES OF ABSENCE

A. **Leaves - Request for in Writing.** Except as otherwise permitted by applicable law, requests for leaves of absence should be submitted in writing, whenever possible, to the Chief Executive Officer in accordance with the policies contained herein.

B. **Family and Medical Leave.** For as long as the Family and Medical Leave Act of 1993 (FMLA) shall remain in effect, the Agencies shall be governed thereby. Grievances alleging violations of the FMLA, or the Agencies' FMLA Policy, or grievances challenging the Agencies' FMLA Policy or any amendments thereto, shall not be subject to the arbitration provisions

contained in Article XXVI of this Agreement. However, such alleged violations and/or challenges shall be subject to Step 2 of the grievance procedure contained in Article XXVI of this Agreement. In the event that the Union wishes to appeal the Step 2 answer from the Head of Human Resources, it may request within twenty (20) working days of that Step 2 answer, that the FMCS appoint a mediator to attempt to resolve the dispute through non-binding mediation. Furthermore, nothing contained in this Paragraph B shall prohibit any employee from pursuing and exercising their statutory rights under the FMLA.

C. Additional Leaves of Absence.

1. Leaves for Study Without Pay. Leave of up to two (2) months, without pay, for the purposes of school attendance may be granted at the Chief Executive Officer’s discretion to employees who have two (2) or more years of service. Such leave of up to six (6) months, without pay, for the purpose of school attendance may be granted to employees who have eight (8) or more years of service. Such requests must be approved by the Chief Executive Officer.

2. Sick Leave and Extended Unpaid Medical Leave:

a. Except as otherwise provided for in this Subparagraph 2, eligibility for, accrual of, notice of, permissible and impermissible use of, documentation of, and carryover of paid sick leave earned beginning with the effective date of this Agreement shall be governed by the applicable provisions of the paid sick leave amendments to the City of Chicago Minimum Wage and Paid Sick Leave Ordinance and the Cook County Earned Sick Leave Ordinance, both otherwise generally effective on July 1, 2017, for as long as those ordinances, as applicable, remain in effect.

b. Except for JCFS employees at the Knapp School and employees employed by CJE Long-Term Care Facilities, all newly hired Agency employees will receive one-half (1/2) of their first year of their sick time accrual for the first year of their employment upon hire. After six (6) months of employment they will accrue their sick time per month based on their scheduled accrual for their length of employment.

c. **JUF and JFMC Facilities Corporation employees:** All JUF and JFMC Facilities Corporation employees employed in community programs shall be entitled to earn sick leave as follows:

Length of Seniority	Sick Accrual
Less than 3 years	1/2 day a month (6 days per full calendar year)
3 years of more	5/6 day a month (10 days per full calendar year)

d. **JCC employees:** All JCC employees employed in community programs shall be entitled to earn sick leave as follows:

Length of Seniority	Sick Accrual
Less than 3 years	1/2 day a month (6 days per full calendar year)
3 years or more	5/6 day a month (10 days per full calendar year)

e. **JCFS employees:**

i. All JCFS employees, except those employed at the JCFS Knapp School, shall be entitled to earn sick leave as follows:

Length of Seniority	Sick Accrual
Less than 3 years	3/4 day a month (9) days per full calendar year)
3 years or more	5/6 day a month (10 days per full calendar year)

ii. JCFS employees employed at Knapp School shall be entitled to earn twelve (12) paid sick days per calendar year with six (6) days received on the first day of school and the remaining six (6) days received at the midpoint of the school year.

f. **CJE Employees:**

i. All CJE employees employed in Long-Term Care Facilities who were on the payroll on December 31, 2013, and all CJE community based employees who were on the payroll as of December 31, 2016 shall be entitled to earn nine (9) paid sick days per calendar year.

ii. Employees hired at CJE Long-Term Care Facilities on or after January 1, 2014 shall be entitled to earn one-half (1/2) paid sick day per month (6 days per full calendar year) regardless of seniority. Employees employed at CJE Long-Term Care Facilities are not eligible to use accrued sick leave until they have completed three (3) months of employment.

iii. CJE community-based employees, except In-Home Service Workers I and II, hired on or after January 1, 2017, shall be entitled

to earn one-half (1/2) paid sick day per month (6 per full calendar year) regardless of seniority.

iv. Six (6) paid sick days earned per year and any of such six (6) unused sick days carried over from year to year may be used for those purposes provided for in the paid sick leave amendments to the City of Chicago Minimum Wage and Paid Sick Leave Ordinance and/or the Cook County Earned Sick Leave Ordinance. Any additional sick days earned are not governed by those ordinances. The provisions of Article XV, Paragraph C, 3 of the collective bargaining agreement between the Agencies and the Union in effect by its terms from January 1, 2014 through December 31, 2016 govern the required notice of, use of, documentation of and all other aspects of such other unused paid sick days. Such other unused paid sick days will be added to an employee's bank of unused sick days accrued as of December 31, 2016 referred to in Subparagraph i below, if any, or placed in a separate bank. The combined accumulation of such other unused banked days, whether earned before or after December 31, 2016, may not exceed one hundred thirty (130) days.

v. Eligibility of part-time employees for such other paid sick days that are not governed by paid sick leave amendments to the City of Chicago Minimum Wage and Paid Sick Leave Ordinance and/or the Cook County Earned Sick Leave Ordinance and the amount of such other paid sick days to which they are entitled shall be governed by the Article XXXII, Paragraph D of this Agreement.

g. Employees hired after the effective date of this Agreement begin earning paid sick leave from the date of hire. Employees employed on the effective date of this Agreement begin earning paid sick leave from the effective date.

h. Except as provided in Subparagraph f (iv) above regarding the limitation of carryover of certain unused paid sick days earned by CJE employees, unused paid sick leave shall be carried over from year to year. Except as authorized by the Chief Executive Officer or their designee, in their sole discretion, sick leave may not be taken in advance of its being earned. Requests for use of advanced sick leave will not be unreasonably denied. Any employee who is granted unearned sick leave shall sign an agreement at the time unearned sick leave is granted authorizing the deduction of the monetary equivalent to the advanced sick leave from the employee's final compensation, to the extent the advanced unearned sick leave has been earned. The employee's agreement to such deduction is deemed voluntary in accordance with applicable law.

i. Unused paid sick days earned under this Agreement will not be paid or cashed out when an employee quits or is terminated by the Agency.

j. Employees shall be entitled to take a paid or unpaid sick leave of up to six (6) months, pursuant to the FMLA regulations governing medical certification that apply to an FMLA leave for the employee's serious medical condition. Verification of medical certification will be in accordance with the Agency's FMLA policy. The first twelve (12) weeks of the leave shall be concurrent with a leave under the FMLA for employees who are eligible for FMLA leave.

k. Unused paid sick days accrued prior to January 1, 2017 are not governed by the paid sick leave amendments to the City of Chicago Minimum Wage and Paid Sick Leave Ordinance and/or the Cook County Earned Sick Leave Ordinance. Such accruals are frozen as of December 31, 2016. The provisions of Article XV, Paragraph C, 3 of the collective bargaining agreement between the Agencies and the Union in effect by its terms from January 1, 2014 through December 31, 2016 govern the required notice of, use of, documentation of and all other aspects of such unused paid sick days.

3. Leaves of Absence for Union Business

a. Employees who are members of the Union shall be entitled to five (5) working days' leave of absence per year, without pay, for Union business upon written request from the Union. The Union's Stewards collectively may be granted up to twelve (12) working days' leave of absence per year, without pay, for Union business upon written request to the Chief Executive Officer from the Union. This shall be in addition to release time for Union Stewards that is provided for elsewhere in this contract. Each time a Union Steward is granted leave under this Paragraph, the Union shall notify the Steward's Agency Head of Human Resources of the name of the Steward, the date(s) of such leave, and the amount of such leave.

b. Upon written request from the Union, each Agency shall grant a special unpaid Union leave of absence to not more than one (1) employee from that Agency at any one time. The request will specify the dates and reason for such leave. The Union and the Agency's Chief Executive Officer or their designee shall meet regarding the timing of such leave if the leave when requested would unduly interfere with the operations of the Agency. This special leave of absence will be for a maximum period of one (1) year. During the leave, the employee shall not accrue any paid time off under this Agreement or be entitled to use or be paid personal time accrued at the start of such leave. An employee wishing to maintain their group insurance coverage(s) during the special Union leave under this Subparagraph shall be required to elect COBRA continuation coverage(s), at their expense. An

employee wishing to maintain elective group life and disability insurance coverage during such leave must pay their share of the premiums therefore on or before the first day of the month in which they are due. An employee on a special Union leave under this Paragraph shall not be considered working for or representing their Agency for any purposes during such leave, including but not limited to, workers' compensation claims under the Illinois Workers' Compensation Act. In relation to the leave activity, neither the Union nor the employee on leave shall make any representation of the employee's employment with the Agency.

If the requested special Union leave is for a period of more than three (3) months, the employee's position cannot be filled on a temporary basis with reasonable effort during the remainder of the leave, and the job duties of the employee's position cannot reasonably be performed by other employees, the Agency shall notify the Union and the employee, and if the leave is continued beyond three (3) months, upon expiration of the leave, the employee shall be returned to work as provided for in Paragraph D of this Article. No employee shall be entitled to take more than one leave under this Subparagraph 3 during any twenty-four (24) month period commencing with the date of the beginning of the first such leave.

4. Bereavement Leave. Reasonable paid bereavement leave is granted for up to five (5) working days (prorated for part time) to any employee for a death in the immediate family. The immediate family is defined as: spouse or life/domestic partner, child, parent or individual who acted in loco parentis, grandparent, grandchild or sibling. This includes "in-laws" and "step" family in the same capacity. Paid leave of one (1) working day shall be granted for the death of the employee's or spouse/life or domestic partner's aunt, uncle or cousin or other person whose close association with the employee is the equivalent of a family relationship. The Agency may require acceptable proof of death and the employee's relationship with the deceased for the employee to be entitled to paid bereavement leave. Exceptions may be made by the Agency's Head of Human Resources or their designee.

5. Paid Parental Leave. Beginning on July 1, 2020 all employees employed by all Agencies, except for those employed by CJE, who have completed a minimum of one (1) full year of service with their Agency without a break in service and are employed to work on average thirty (30) hours per week or more will be entitled to one (1) paid parental leave of four (4) weeks in a twelve (12)-month period following the birth or the adoption of a minor child. Beginning on July 1, 2020 all CJE employees who have completed a minimum of one (1) full year of service without a break in service and are employed to work on average thirty (30) hours per week or more, will be entitled to one (1) paid parental leave of three (3) weeks in a twelve (12)-month period following the birth or the adoption of a minor child. If both parents work for the same Agency and are eligible for paid parental leave they may take the time concurrently or separately subject to the approval of their manager(s). Paid parental leave begins after the date of birth or, in the case of an adoption, the date that a minor child is first brought to the employee's home. Paid parental leave runs concurrently with FMLA leave and/or any other leave to which an employee is eligible. The specifics and implementation of paid parental leave as provided for in this Paragraph C.5 are subject to policies promulgated by each Agency in its sole and exclusive

discretion unless otherwise set forth in this Paragraph C.5. Except to the extent otherwise mandated by the FMLA upon expiration of any leave under this Paragraph C.5, the employee shall be returned to work as provided for in Paragraph D of this Article.

6. Parental Leave. The Chief Executive Officer will grant a parental leave of up to six (6) months for the purposes and under the conditions forth in this Subparagraph 6.

a. Such leave must be for the purpose of caring for the employee's newborn child, or because of the placement of a minor child with the employee for adoption or to care for the employee's minor child who has a serious health condition within the meaning of the FMLA. The right to take such leave because of a birth or placement for adoption expires at the end of the six (6) month period beginning on the date of birth or placement. The right to take such leave or to continue such leave because of a child's serious health condition is contingent on initial certification and such periodic certifications by a health care provider as the Agency is entitled to request as a condition to the granting or continuation of leave for the same purpose under the Agencies' leave policies.

b. In the event that married employees both work for the same Agency the total amount of time allotted for leave under this Paragraph C. 6 shall be six (6) months.

c. The first twelve (12) weeks of leave under this Paragraph C.6 shall be concurrent with FMLA leave, and leave under this Paragraph will not constitute an extension of such leave.

d. Leave under this Paragraph C.6 will be unpaid except to the extent that the employee is paid through the use of paid parental leave, accumulated sick time or accumulated paid personal time. The employee will be responsible for paying their full premiums for any and all insurance coverages during any leave under this Paragraph, except to extent otherwise mandated by or during any other full month for which the employee is paid through the use of accumulated paid time-off and their share of premiums are paid through payroll deductions. Such payments are due on or before the first day of each month. If the employee fails to make any required payment, their coverage(s) will be dropped without notice, and the employee will be subject to any conditions imposed on such renewed coverage(s) when they return to work.

e. Except to the extent otherwise mandated by the FMLA upon expiration of any leave under this Paragraph C.6, the employee shall be returned to work as provided for in Paragraph D of this Article.

7. Additional Leaves of Absence with Pay. Except for paid leaves of absence otherwise specifically covered by this Article XV, payment for absence on account of serious

illness or other emergencies in the immediate family requiring the attendance of an employee shall depend on the individual circumstances and be at the discretion of the Chief Executive Officer.

8. Unpaid Leave for Other Purposes. The Chief Executive Officer, upon request, may grant unpaid leaves of absence of up to six (6) months for purposes not covered above. The employee shall be returned to work as provided for in Paragraph D of this Article.

9. Notice of Unplanned Absences by Certain JCC Employees. JCC Early Childhood Services Department employees who must take an unplanned absence are to contact their sub coordinator (EC) or manager as soon as possible, but no later than the designated time the employee's EC Director has communicated before the start of the employee's shift. Early Childhood Services Department employees are required to find a substitute for all planned absences. A planned absence is one that is for a shift later than the employee's next immediate shift and pre-approved by employee's supervisor.

D. Position upon Return from Leave.

1. Employees returning to work from an FMLA leave will be reinstated to the same or equivalent position as they held before the leave in accordance with provisions of the Family and Medical Leave Act of 1993.

2. When an employee with more than one year of seniority who is on any leave of absence other than an FMLA leave returns to work within twelve (12) weeks of the time that the leave began, the employee may be reinstated to the same or substantially equivalent position they held before the leave, if available. If not placed in the same or substantially equivalent position they held before the leave, the Agency may restore the employee, if qualified, to a vacant position of similar salary to that which they left, but not necessarily the same position or in the same department.

3. Notwithstanding any other provisions of this Article XV, employees returning to work from a leave provided to an employee as a reasonable accommodation due to a "disability" under the Americans with Disabilities Act or other applicable law will be reinstated to the same or substantially equivalent position to that which they held before the leave if qualified unless to do so would create an "undue hardship" for the Agency within the meaning of the Americans with Disabilities Act or other applicable law.

E. No Employment or Self-Employment during Leaves. If, during any leave of absence, the employee obtains full-time employment with a different employer or engages in full-time self-employment, the employee's employment with the Agency shall be terminated and right of rehire forfeited unless such employment or self-employment was requested in writing and approved in advance in writing by the Chief Executive Officer.

F. Unpaid Leave and Accrued Paid Personal Time. To the extent permitted by law, employees who are granted leave in excess of three (3) days under any of the Paragraphs of this Article, except for extended Union leave under Paragraph 3, shall be required to use all of their accrued paid personal time concurrent with such leave; provided, however, that any employee who so elects may hold back or choose to retain up to a maximum of five (5) accrued paid personal days to be used after they return to work from leave. In the case of an employee who was on

FMLA leave, the employee may hold back up to five (5) accrued paid personal days if the FMLA was block-time FMLA leave and not intermittent or reduced schedule FMLA leave. An employee who is on FMLA leave or extended sick leave and who is drawing temporary disability benefits under the Illinois Workers' Compensation Act or disability benefits provided for in this Agreement shall be entitled to use accrued paid personal time or sick time during any period of time during which they are receiving such benefits only to the extent of the difference between such benefits and the employee's regular salary.

In the event that an employee is granted a leave of three (3) days or less and the employee has exhausted their sick leave days, the employee shall have the option of using paid personal time or being granted a leave without pay. The employee may exercise this option and take the leave as unpaid for no more than two (2) days in a calendar year. The employee shall be responsible for notifying the Agency in writing prior to the end of the pay period of their election to take such unpaid day off. If such notice cannot be given prior to the end of that pay period, the appropriate adjustment shall be made on the employee's pay for the following pay period.

G. Notification of Accrued Time. Each employee shall be notified of their number of accrued and available sick days and paid personal days by paycheck stub where it is technologically possible within the system currently used by the Agency. If that is not possible, the Agency's Human Resources Department shall provide employees a written statement of available sick days and paid personal days upon request of an employee.

ARTICLE XVI – PAID PERSONAL TIME

A. Except for those specific types of paid leave set forth in the preceding Article XV, all paid time off for any other purpose, including but not limited to time off for holidays, vacation, other emergency, and other personal reasons, shall be in accordance with the provisions of this Article XVI.

B. Eligibility Requirements.

1. Except for those paid personal days governed by Paragraph C.1 of this Article, to be eligible to earn paid personal time (also referred to as paid time off at some Agencies), an employee shall have been employed by the Agency for three (3) months. Any employee who is discharged or who quits within the first three (3) months of employment has no earned paid personal time.

2. After three (3) months of employment, paid personal time is earned on a monthly basis retroactive to the date of hire. If an employee is discharged or quits, having given appropriate notice, after three (3) months but before one (1) year, they shall be entitled to pay for the personal days earned between the date of hire and the date of their discharge or resignation.

3. Entitlement to and use of paid personal time for those employees who meet the eligibility requirements set forth in the Paragraph B shall be governed by the following provisions of this Article XVI; provided, however, that the maximum amount of paid personal time that any employee may accrue is subject to the provisions of Paragraph J of this Article XVI.

C. All Community Employees

1. Days When the Employee's Regular Work Site is Closed or Regular Program is Inoperative:

a. Notwithstanding the eligibility requirements set forth in Paragraph B above, whenever any of the following days falls on or is celebrated or observed on an employee's regularly scheduled work day and the employee's regular work site is closed or regular program is inoperative on such day(s), the employee shall be entitled to be paid for each such day:

New Year's Day	1 day
Martin Luther King Jr. Day	1 day beginning in 2021
Passover	4 days
Memorial Day	1 day
Shavuot	2 days
July 4 th	1 day
Labor Day	1 day
Rosh Hashanah	2 days
Yom Kippur	1 day
Succoth	4 days
Thanksgiving	1 day
The Day After Thanksgiving	1 day (not for CJE)
Christmas	1 day

JCC may operate or close any of its Early Childhood Service programs at any of its sites for such program on the following days: The last two (2) days of Passover; the two (2) days of Shavuot; the first two (2) days and last two (2) days of Succoth; and Martin Luther King Jr. Day. If any JCC employee employed at such site that remains open is required to work, the employee will be paid at one and one-half (1-1/2) times their hourly rate for all work worked on any such day, but will not receive compensatory time off for working on any such day. If any such employee's site is closed on any such day and the employee is not required to work, the employee will receive pay at their regular rate for such day but not pay at time and one-half (1-1/2).

The foregoing schedule shall not apply to CJE In-Home Service Workers or JCC employees employed in JCC's J@School program. Those employees shall be entitled to the following days off with pay on such days when any of those days falls on or is celebrated or observed on an employee's regularly scheduled work day and the employee's regular work site is closed or regular program is inoperative on such day(s):

New Year's Day	1 day
Martin Luther King Jr. Day	1 day beginning in 2021
Passover	2 days
Memorial Day	1 day
July 4 th	1 day
Labor Day	1 day
Rosh Hashanah	2 days
Yom Kippur	1 day
Thanksgiving	1 day
The Day After Thanksgiving	1 day for JCC@School Employees only
Christmas	1 day

JCC employees employed in JCC's J@School programs who are required to work on any of the following days will receive pay at one and one-half (1-1/2) times their hourly rate for all hours worked on any such days but will not receive compensatory time off for working on any such day: The last two (2) days of Passover; the two (2) days of Shavuot; the first two (2) days and last two (2) days of Succoth; and Martin Luther King Jr. Day.

The precise days during the term of this Agreement on which each of the foregoing holidays is to be celebrated or observed are set forth in Appendix A. The Agency will provide a reasonable accommodation for an employee whose religious beliefs prohibit the employee from working on any of the religious holidays set forth above.

b. In order to be eligible for pay for such unworked days, an employee must complete their regularly scheduled work day prior to such day and must appear and work as scheduled on the next scheduled workday after such unworked day unless absent from work due to illness or an approved paid personal day. Employees who request any paid personal time for a full or partial day on the days before a holiday will be charged the appropriate amount requested unless the employee's work site closes early. If the employees' work site closes early on such a day, the employee will only be charged paid personal time for the period of time that the facility was open. Employees whose work sites do not close early on the day before a holiday must complete their full regular schedule on such days unless granted permission to leave early, in which case the employee will be charged for the use of the paid personal time granted.

c. An employee's work schedule shall not be changed to avoid days when their regular work site is closed or regular program is inoperative. If any day set forth in Subparagraph 1 above falls on an employee's regularly scheduled day off, the employee will not be entitled to a paid personal day for such day or compensating time off, except that Christmas, New Year's Day and July 4th will be celebrated on the weekday which is a national holiday.

d. If any Agency remains open or operates any program and, therefore, maintains staff on any of the days set forth in Subparagraph 1 above other than the JCC Chicago Early Childhood program (except for Martin Luther King Jr. Day in 2020), then any employee who was hired before January 1, 2020 and who is required to work on such day(s) shall receive in addition to their regular pay for such day an equivalent amount of compensatory time off or equivalent pay to be arranged with their supervisor at times when the day off does not affect staffing or service. An employee who is hired after January 1, 2020 and who is required to work on such day(s) shall receive in addition to regular pay for such day an equivalent amount of compensatory time off or equivalent pay at the discretion of their supervisor. No request for paid personal time on Martin Luther King Jr. Day in 2020 will be unreasonably denied. Where an employee obtains time off in advance for Martin Luther King Jr. Day in 2020, that time off may not be cancelled except for unforeseen emergencies when it is determined that the needs of the program in which the employee is employed will be substantially impaired by the employee's absence.

2. Paid Personal Days for Employees at JUF and JFMC Facilities Corporation.

a. Professional and Program: JUF and JFMC Facilities Corporation professional and program staff employees on the payroll as of December 31, 2013 shall be entitled to twenty-two (22) additional paid personal days per year.

Professional and program staff employees hired to begin work on or after January 1, 2014 shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 2 years	10 days
2 years, but less than 4 years	15 days
4 years or more	20 days

b. Clerical: JUF and JFMC Facilities Corporation clerical employees who were on payroll as of December 31, 1983 shall be entitled to twenty-two (22) additional paid personal days per year. Clerical employees hired to begin work on or after January 1, 1984 but before January 1, 2014, shall be entitled to twenty (20) additional paid personal days per year.

Clerical employees hired to begin work on or after January 1, 2014 shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 2 years	10 days
2 years, but less than 4	15 days
4 years or more	20 days

c. Hourly: JUF and JFMC Facilities Corporation hourly employees shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 2 years	7 days
2 years, but less than 4 years	10 days
4 years, but less than 10 years	15 days
10 years or more	20 days

3. Paid Personal Days for Employees at JCC.

a. Professional and Program and Clerical Employees: JCC professional and program staff and clerical employees on the payroll as of December 31, 2013 shall be entitled to twenty-two (22) additional paid personal days per year.

Professional and program staff and clerical employees hired to begin work on or after January 1, 2014 shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 3 years	12 days
3 years, but less than 8 years	17 days
8 years or more	22 days

4. Paid Personal Days for Employees at JCFS.

a. Professional and Program: JCFS professional and program staff employees on the payroll as of December 31, 2013, except JCFS Individual

Support Persons and Knapp School professional and program staff employees, shall be entitled to twenty-two (22) additional paid personal days per year.

Professional and program staff employees hired to begin work on or after January 1, 2014, except JCFS Individual Support Persons and Knapp School professional and program staff employees hired to begin work on or after January 1, 2014, shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 2 years	10 days
2 years, but less than 4 years	15 days
4 years or more	20 days

Knapp professional and program staff shall have off and shall be paid for those additional holidays when the Knapp School is closed consistent with the calendar of the Chicago Public Schools and during that period in the summer when school is not in session. As a result, Knapp professional and program staff at the Knapp School are not entitled to any additional paid personal days other than those listed in Paragraph C.1 of this Article. However, JCFS Professional and program staff at the Knapp School may convert four (4) sick days per school calendar year into paid personal days, which may be used with prior approval of the Principal. The employee must request the use of such converted day(s) at least five (5) school days in advance except in the case of an emergency. In case of an emergency, the employee shall give as much notice as possible under the circumstances and may be required to provide acceptable proof of the reason for the emergency conversion/use of such day(s) after return to work. Approval of the conversion/use of such day(s) that have been requested in accordance with the foregoing will not be unreasonably denied. Failure to provide acceptable proof that the reason for emergency conversion/use of such day(s) was an emergency for which required notice was not possible will result in the absence being unexcused.

b. Clerical: JCFS Clerical employees hired to begin work on or after January 1, 1984 but before January 1, 2014 shall be entitled to twenty (20) additional paid personal days per year.

JCFS Clerical employees hired to begin work on or after January 1, 2014 shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 2 years	10 days
2 years, but less than 4 years	15 days
4 years or more	20 days

c. Hourly: JCFS hourly employees shall be entitled to the following number of total paid personal days per year:

Length of Employment	Annual Paid Personal Days
6 months or more, but less than 1 year	3 days
1 or more years, but less than 2 years	12 days
2 or more years, but less than 7 years	17 days
7 or more years, but less than 15 years	22 days
15 or more years	27 days

d. Floating Holiday: All JCFS employees, except for Knapp School Professional and Support staff and Individual Support Persons, shall be entitled to one (1) floating holiday each calendar year on a day mutually agreed to by the employee and their supervisor. This floating holiday must be used within the calendar year, will not a carry-over into the next calendar year if unused and will not be cashed out if not used when the employee leaves JCFS's employment.

e. Individual Support Persons: JCFS Individual Support Persons hired to begin work on or after January 1, 1984 shall be entitled to the following number of total paid personal days per year:

Length of Employment	Annual Paid Personal Days
Less than 1 years	24 days
1 year, but less than 2 years	26 days
2 years or more	28 days

f. Holiday Premiums for JCFS Individual Support Persons.

JCFS Individual Support Persons will be paid a premium of one and one-half (1-1/2) times their regular rate for working the following days and shifts on:

- New Year's Eve/New Year's Day
 - December 31st - 2nd or 3rd shift *
 - January 1st - 1st or 2nd shift *
- Martin Luther King Jr. Day
 - 1st, 2nd, or 3rd shift
- Memorial Day Eve/Memorial Day
 - 3rd shift beginning the Sunday night prior to Memorial Day
 - 1st or 2nd shift on Memorial Day
- July 3rd/ July 4th
 - 3rd shift beginning July 3rd and ending July 4th
 - 1st or 2nd shift on July 4th
- Labor Day Eve/Labor Day
 - 3rd shift beginning the Sunday night before Labor Day
 - 1st or 2nd shift on Labor Day
- Thanksgiving Eve/Thanksgiving Day
 - 3rd shift beginning the Wednesday night before Thanksgiving
 - 1st or 2nd shift on Thanksgiving Day
- Christmas Eve/Christmas Day
 - December 24th - 2nd or 3rd shift *
 - December 25th - 1st or 2nd shift *

*Note: An employee who works the 2nd Shift on both New Year's Eve and New Year's Day receives premium pay for only one of those shifts. An employee who works the 2nd Shift on both Christmas Eve and Christmas Day receives premium pay for only one of those shifts. Employees who otherwise work more than one shift on the above dates shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked.

5. Paid Personal/PTO Days for Employees Employed in Community Programs at CJE.

a. Professional and Program: CJE professional and program staff employees employed in community programs on the payroll as of December 31, 2013 shall be entitled to twenty-two (22) additional paid personal/PTO days per year.

CJE professional and program staff employees in community programs hired to begin work on or after January 1, 2014, but before January 1, 2017 shall be entitled to the following number of additional paid personal/PTO days per year:

Length of Employment	Annual Paid Personal/PTO Days
Less than 3 years	10 days
3 years, but less than 8 years	15 days
8 years or more	20 days

CJE professional and program staff employees in community programs hired to begin work on or after January 1, 2017 shall be entitled to the following number of additional paid personal/PTO days per year:

Length of Employment	Annual Paid Personal/PTO Days
Less than 3 years	10 days
3 years or more	15 days

b. Clerical: CJE clerical employees in community programs who were hired before January 1, 2014, shall be entitled to twenty (20) additional paid personal/PTO days per year.

CJE clerical employees in community programs hired to begin work on or after January 1, 2014 but before January 1, 2017 shall be entitled to the following number of additional paid personal/PTO days per year:

Length of Employment	Annual Paid Personal/PTO Days
Less than 3 years	10 days
3 years, but less than 8 years	15 days
8 years or more	20 days

CJE clerical employees in community programs hired to begin work on or after January 1, 2017 shall be entitled to the following number of additional paid personal/PTO days per year:

Length of Employment	Annual Paid Personal/PTO Days
Less than 3 years	10 days
3 years or more	15 days

c. Hourly: CJE hourly employees employed in CJE community programs who were hired to begin work before January 1, 2017 shall be entitled to the following number of additional paid personal/PTO days per year:

Length of Employment	Annual Paid Personal/PTO Days
6 months, but less than 2 years	5 days
2 years, but less than 5 years	10 days
5 years, but less than 15 years	15 days
15 years or more	20 days

Hourly employees employed in CJE community programs who were hired to begin work on or after January 1, 2017 shall be entitled to the following number of additional paid personal days per year:

Length of Employment	Annual Paid Personal/PTO Days
Less than 10 years	10 days
10 years or more	15 days

D. Paid Personal Days for Employees Employed in Long-Term Care Programs at CJE.

1. Professional and Program: CJE Long-Term Care Professional and Program Staff hired before January 1, 2014 shall be entitled to thirty (30) working days per year.

CJE Long-Term Care Professional and Program Staff hired to begin work on or after January 1, 2014:

Length of Employment	Annual Paid Personal/PTO Days
Less than 10 years	24 days
10 years, but less than 20 years	26 days
20 years or more	28 days

2. Clerical: CJE Long-Term Care Clerical employees hired to begin work before January 1, 2014 shall be entitled to thirty (30) days per year.

CJE Long-Term Care Clerical employees hired to begin work on or after January 1, 2014:

Length of Employment	Annual Paid Personal/PTO Days
Less than 5 years	20 days
5 years, but less than 10 years	22 days
10 years, but less than 20 years	24 days
20 years or more	26 days

3. CJE Long-Term Care Hourly Employees:

a. CJE Long-Term Care Hourly employees hired to begin work before January 1, 2014:

Length of Employment	Annual Paid Personal Days
1 year or less	9 days
More than 1 year, but less than 2 years	12 days
More than 2 years, but less than 7 years	17 days
More than 7 years, but less than 15 years	22 days

15 or more years	27 days
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b. CJE Long-Term Care Hourly employees hired to begin work on or after January 1, 2014:

Length of Employment	Annual Paid Personal/PTO Days
1 year or less	10 days
1 year, but less than 2 years	12 days
2 years, but less than 10 years	15 days
10 years, but less than 20 years	20 days
20 years or more	25 days

c. Holiday Premiums for Hourly Long-Term Care Employees.

Hourly employees in the Long-Term Care Programs will be paid a premium of one and one-half (1-1/2) times their regular rate for working the following days and shifts on:

- New Year’s Eve/New Year’s Day
 - December 31st - 2nd or 3rd shift *
 - January 1st - 1st or 2nd shift *
- Martin Luther King Jr. Day
 - 1st, 2nd, or 3rd shift
- Memorial Day Eve/Memorial Day
 - 3rd shift beginning the Sunday night prior to Memorial Day
 - 1st or 2nd shift on Memorial Day
- July 3rd/ July 4th
 - 3rd shift beginning July 3rd and ending July 4th
 - 1st or 2nd shift on July 4th
- Labor Day Eve/Labor Day

- 3rd shift beginning the Sunday night before Labor Day
- 1st or 2nd shift on Labor Day
- Thanksgiving Eve/Thanksgiving Day
 - 3rd shift beginning the Wednesday night before Thanksgiving
 - 1st or 2nd shift on Thanksgiving Day
- Christmas Eve/Christmas Day
 - December 24th - 2nd or 3rd shift *
 - December 25th - 1st or 2nd shift *

*Note: An employee who works the 2nd Shift on both New Year's Eve and New Year's Day receives premium pay for only one of those shifts. An employee who works the 2nd Shift on both Christmas Eve and Christmas Day receives premium pay for only one of those shifts. Employees who otherwise work more than one shift on the above dates shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked.

E. Persons who have been on leave without pay for a month or more during the year will receive pro-rated paid personal time in accordance with the number of months of actual employment.

F. Employees who transfer from one Agency to another shall retain their same paid personal time rate and continue to earn additional paid personal time on the basis of continued employment.

G. Except as provided for in Paragraph C.1 of this Article, the use of paid personal time which an employee has earned and to which they are entitled is subject to the following requirements:

H. All requests for paid personal time for any purpose other than for vacation must be made in writing to the employee's supervisor not later than two (2) weeks in advance of the requested time off, except in the case of an emergency requiring the immediate attendance of the employee, provided further that the two (2) weeks' notice period may be reduced if the employee and supervisor so agree in writing. In such non-emergency cases, the requested time off shall be granted unless it would result in an unreasonable understaffing in the employee's position. In cases of conflict between employee requests within the same department, the requested time off shall be granted on the basis of rotating seniority within each calendar year. In cases of emergency requiring the immediate attendance of the employee, the employee shall notify their supervisor of the request for time off as soon as is practicable and, thereafter, as soon as is practicable, confirm the request in writing setting forth the amount of time requested, the nature of the emergency and the need for the employee's immediate attendance. Payment of time off for emergencies is subject to verification which shall be provided for the employee if requested to do so.

I. Vacation schedules will be arranged in relation to the employee's preference and Agency needs and shall be agreed upon as early as is practicable in each calendar year. The request must be made in writing, email or UltiPro in accordance with and as required by the employee's departmental policy and procedure for making vacation requests. The Agency will respond to vacation requests made by an employee in accordance with and as required by the employee's departmental policy and procedure no later than two (2) weeks after the request was made. The Agency may not revoke an approved vacation request except in cases of emergency necessitating revocation. In such cases, the Agency will reimburse the employee for all reasonable, unrecoverable out-of-pocket expenses incurred by the employee as a result of the revocation. However, reasonable modification of the agreed upon vacation time shall not be precluded. If a split vacation is desired by an employee, the dates of both vacations shall be contained in the employee's vacation request and shall be specified at the time the employee's request is made

J. Accrual of paid personal time under this Article XVI is subject to a cap of one and one-half (1-1/2) times the amount of paid personal time which the employee is entitled to earn per year. Employees who have accrued up to their cap of paid personal time will not earn any additional paid personal time until they have used sufficient paid personal time to bring them under the cap; provided, however, if an employee has reached their cap but has been prevented by the Agency from using any paid personal time that the employee had requested to use during the thirty (30) day period before the cap was reached, the period of time to use that paid personal time will be extended for up to ninety (90) days.

The following examples illustrate how the cap works:

Example 1: Employee 1 is entitled to earn ten (10) days of paid personal time in a calendar year. Employee 1 earns ten (10) paid personal days in calendar year 2020 and an additional five (5) paid personal days through June 30, 2021, but does not use any of the total of fifteen (15) days of earned paid personal time by June 30, 2021. In that case, Employee 1 has reached the cap and will only resume earning additional paid personal time in amounts that they use to bring their accrual below the cap. If Employee 1 uses three (3) of the accrued fifteen (15) paid personal days in July 2021, Employee 1 can earn three (3) more additional paid personal days for a total of fifteen (15), but cannot earn more additional paid personal days until Employee 1's use of earned paid personal time falls below the cap again.

Example 2: Employee 2 is also entitled to earn ten (10) days of paid personal time in each calendar year. Employee 2 has not used any paid personal time earned since January 1, 2020 as of June 1, 2021 and will reach the cap of fifteen (15) days on June 30, 2021 unless Employee 2 uses paid personal time before then. On June 1, 2021, Employee 2 first requests to use five (5) paid personal days to take a vacation the last week of June 2021, but the request is denied because other employees in the same job in the same department had previously requested and been granted vacations during June 2021. The department will be short-staffed the entire month of June 2021, and Employee 2 cannot be granted a different week for vacation in June 2021. As a result, Employee 2 has up to September 28, 2021 to use the five (5) paid personal days that they could not take in June 2021. If Employee 2 uses those five (5) paid personal days by September 28, 2021, the employee's accrued paid personal time will then be reduced by those five (5) days, leaving an accrual of ten (10) days, plus any additional days that would have been earned/accrued during that period.

Example 3: Employee 3 is also entitled to earn ten (10) days of paid personal time in a calendar year. Employee 3 has not used any paid personal time earned since January 1, 2020 and will reach the cap of fifteen (15) days on June 30, 2021 unless the employee uses paid personal time before then. On May 1, 2021, Employee 3 first requests to use five (5) paid personal days to take a vacation the last week of June 2021. Employee 3 works in a different job and different department than Employee 2. Employee 3's supervisor denies the request because other employees in the same job within Employee's 3's department have previously requested and been granted that week off and the department will be short-staffed that week. The supervisor tells Employee 3 that they can take vacation any other week in June 2021 because the department will not be short-staffed during those other weeks. Employee 3 does not pick another week to take vacation among those offered and reaches the cap of fifteen (15) days on June 30, 2021. Since Employee 3 has not been prevented from using the five (5) paid personal days requested during the thirty (30) days before June 30, 2021, Employee 3 has reached the cap and does not get an additional ninety (90) day extension.

K. An employee who has exhausted their own paid personal time and paid sick time, and who is absent due to the employee's own serious health condition as defined under the FMLA or due to other personal hardship, may receive a transfer of pay from the accrued paid personal time pay banks of co-workers within the Agency. The gross sum transferred must be equivalent to no less than four (4) hours of paid personal time at the transferor's rate of pay which shall come out of the transferor's regular paycheck. Withholding taxes required by law in accordance with IRS Regulations shall be withheld from the wages of the transferor on the sum transferred. The transferee will not be taxed on the sum transferred unless required by law. Arrangements for the transfer of paid personal time pay under this Paragraph must be made with the Agency's Head of Human Resources, and the transferor and transferee employees must sign forms, respectively, voluntarily authorizing and accepting the transfer of paid personal time pay.

L. Persons who have been on leave without pay for a month or more during the year will receive pro-rated paid personal time in accordance with the number of months of actual employment.

M. Employees who transfer from one Agency to another shall retain their same paid personal time rate and continue to earn additional paid personal time on the basis of continued employment.

N. An employee who has exhausted their own paid personal time and paid sick time, and who is absent due to the employee's own serious health condition as defined under the FMLA or due to other personal hardship, may receive a transfer of pay from the accrued paid personal time pay banks of co-workers within the Agency. The gross sum transferred must be equivalent to no less than four (4) hours of paid personal time at the transferor's rate of pay which shall come out of the transferor's regular paycheck. Withholding taxes required by law in accordance with IRS Regulations shall be withheld from the wages of the transferor on the sum transferred. The transferee will not be taxed on the sum transferred unless required by law. Arrangements for the transfer of paid personal time pay under this Paragraph must be made with the Agency's Head of Human Resources, and the transferor and transferee employees must sign forms, respectively, voluntarily authorizing and accepting the transfer of paid personal time pay.

O. **Cash Out of Paid Personal Time.** All employees who have at least five (5) accrued paid personal days as of December 31 of the current year, and no discipline for attendance over that current calendar year, may elect in December (no later than December 31) of the current year to cash out no more than five (5) paid personal days in the following year. The one-time payment shall be made on the first pay check in December of that following year, provided that no employee other than CJE RNs or LPNs may cash out to bring their paid personal days balance below five (5) days. CJE RNs and LPNs may, by mutual agreement between the employee and the Agency, cash out up to ten (10) days without needing to maintain a certain level of paid personal days.

ARTICLE XVII – HEALTH CARE BENEFITS

A. Eligibility for and the costs of benefits for employees and their eligible dependents for medical and hospitalization insurance, including major medical coverage or, at the option of the employee, participation in an approved Health Maintenance Organization (“HMO”); coverage under a dental plan to include major care coverage; and coverage under an optical insurance plan (collectively, the “Plans”) shall be as set forth in this Article.

B. As used in this Article, the following terms shall have the meanings set forth:

1. “ACA” means, collectively, the Patient Protection and Affordable Care Act of 2010, as amended from time to time, its implementing regulations, governmental guidance, and/or judicial interpretations of that Act.

2. “ACA full-time employees” means:

a. Employees who are reasonably expected at the employees’ start date and who after hire on an ongoing basis have paid “hours of service,” as defined in the ACA, of at least thirty (30) hours per week (or 130 hours per month) on average;

b. Employees who were not reasonably expected at their start date to have paid “hours of service,” as defined in the ACA, of at least thirty (30) hours per week (or 130 hours per month) on average and who have been employed by an Agency for at least one (1) “standard measurement period” during which they actually had “paid hours of service,” as defined in the ACA, of at least thirty (30) hours per week (or 130 hours per month) on average will be full-time employees for the corresponding “stability period” (“ongoing variable hour employees”); and

c. Newly hired employees who, when hired, it could not be determined based on facts and circumstances that they are reasonably expected to have paid “hours of service,” as defined in the ACA, of at least thirty (30) hours (or 130 hours per month) on average or who were hired for seasonal jobs of limited duration, but who actually had paid “hours of service,” as defined in the ACA of at least thirty (30) hours per week (or 130 hours per month) on average during an “initial measurement period” will be full-time employees for the corresponding “stability period” (“new hire variable hour employees”).

3. The “standard measurement periods” for determining whether ongoing or new hire variable hour employees are ACA full-time employees for eligibility for them and their dependents to participate in any of the Plans and the corresponding “stability periods” during which they and their eligible dependents may participate in any of the Plans are:

Standard Measurement Period	Stability Period
November 16, 2019-November 15, 2020	January 1, 2021-December 31, 2021
November 16, 2020-November 15, 2021	January 1, 2022-December 31, 2022

4. The “initial measurement period” for determining whether newly hired variable hour employees are ACA full-time employees for eligibility for them and their dependents to participate in any of the Plans is the twelve (12) month period beginning with the date of hire. If the employee was hired on any day other than the first day of a month, the corresponding stability period is the twelve (12) month period beginning on the first day of the second month following the end of the initial measurement period. For example, if a variable hour employee is hired on January 7, 2020, the initial measurement period is January 7, 2020-January 6, 2021. If the employee is an ACA full-time employee during that period, the corresponding stability period begins on March 1, 2021 and ends on the last day of February 2022. If an employee is hired on the first day of a month, the corresponding stability period is the twelve (12) month period beginning on the first day of the first month following the end of the initial measurement period. For example, if a variable hour employee is hired on February 1, 2020, the initial measurement period is February 1, 2020-January 31, 2021, and the corresponding stability period begins on March 1, 2021 and ends on the last day of February 2022.

C. Eligibility of new hire variable hour employees and their dependents to participate in any of the Plans after the employees become ongoing variable hour employees, eligibility of part-time employees who are transferred or promoted to full-time under the ACA, continued eligibility of employees who were reasonably expected to be ACA full-time employees on their start date but who become less than ACA full-time employees, eligibility of employees who are ACA full-time but who do not work a full year, e.g. teachers, and the status of all other employees for eligibility that is not specifically covered under Paragraph B above, will be determined in accordance with the ACA; provided, however, that JCC J@School employees in the bargaining unit represented by the Union shall be eligible for health care benefits if they are scheduled to work at least one thousand three hundred eighty (1,380) hours in a J@School school year, anything in this Article to the contrary notwithstanding.

D. The parties understand that definitions of ACA full-time employees and the measurement periods and corresponding stability periods set forth in Paragraph B above are intended to comply with ACA as in effect on January 1, 2020. Accordingly, the parties agree that if the ACA is amended or repealed in whole or in part or repealed and replaced in whole or in part during the term of this Agreement to require amendments to those provisions, the Agencies will notify the Union in writing or by email and meet and confer with Union regarding such amendments. However, the Agencies retain the final authority to make such and implement modifications in Paragraph B, to comply with the ACA or any such replacement legislation and implement such changes, and neither party may resort to any lockout or activity prohibited by Article VI of this Agreement in support of its position related to such modifications.

E. The Plans as in effect on December 31, 2019 shall remain in effect without change through June 30, 2020. The parties agree that they have bargained and reached agreement as to certain changes and modifications in the Plans to take effect on July 1, 2020, including, but not limited to, certain incentives that may enable eligible employees to reduce their share of some premium costs if they meet those incentives.

F. Paragraphs G, H and I of Article XVII of the agreement between the parties that expired on December 31, 2019, governing eligibility to participate in the Plans and premium cost-sharing shall remain under this Agreement from January 1, 2020 through June 30, 2020.

G. Beginning July 1, 2020, all ACA full-time employees, as defined in Paragraph B, above, and their eligible dependents as well as the JCC J@School employees referred to above in Paragraph C, shall be entitled to participate in any of the Plans (medical, dental, and vision) under the monthly premium cost-sharing formula for all Plans, based on the base annualized salary and type of coverage as set forth below. CJE will pay fifty percent (50%) of the cost of employee-only coverage for group dental and/or vision coverage for all CJE employees regardless of salary and regardless of whether the employees elect employee-only coverage or employee plus dependents coverage. CJE employees who elect dental and/or vision coverage shall be responsible for paying the balance of costs for such coverage.

July 1, 2020-June 30, 2021

Employee's Annual Salary	Employee's Share	Agency's Share
Less than \$45,000	Employee only 7%	93%
	Employee+1 or family 40% ¹	60%
\$45,000 to \$74,999	Employee only 11%	89%
	Employee+1 or family 45%	55%
\$75,000 to \$99,999	Employee only 19%	81%
	Employee+1 or family 50%	50%
\$100,000 or more	Employee only 22%	78%
	Employee+1 or family 55%	45%

July 1, 2021-June 30, 2022

Employee's Annual Salary	Employee's Share	Agency's Share
Less than \$45,000	Employee only 9%	91%
	Employee+1 or family 37%	63%
\$45,000 to \$74,999	Employee only 13%	87%
		58%

¹ The terms "Employee+dependents" in the 2017 CBA are amended to read "Employee+1 or family" to reflect that employees may elect to cover 1 eligible dependent or full family coverage to include all eligible dependents.

	Employee+1 or family 42%	
\$75,000 to \$99,999	Employee 20%	80%
	Employee+1 or family 47%	53%
\$100,000 or more	Employee only 24%	76%
	Employee+1 or family 52%	48%

**July 1, 2022-December 31,
2022**

Employee's Annual Salary	Employee's Share	Agency's Share
Less than \$45,000	Employee only 11%	89%
	Employee+1 or family 35%	65%
\$45,000 to \$74,999	Employee only 15%	85%
	Employee+1 or family 40%	60%
\$75,000 to \$99,999	Employee only 21%	79%
	Employee+1 or family 45%	55%
\$100,000 or more	Employee only 25%	75%
	Employee+1 or family 50%	50%

The employee's share of some premium costs may be reduced by meeting certain incentives agreed upon by the parties during the negotiation of this agreement.

H. Except for ongoing and new hire variable hour employees, no employee or their dependents shall be eligible under the medical and hospitalization insurance plan or for participation in an approved HMO or under the dental or optical plans until the first (1st) of the month following thirty (30) calendar days of employment. Ongoing and new hire variable hour employees who have paid "hours of service," as defined in the ACA, of at least thirty (30) hours (or 130 per month) during the measurement periods described in Paragraph B above, and become ACA full-time employees during the associated stability period, will become eligible for such coverage on the first day of the associated stability period. Employees shall be eligible for coverage under either the dental or optical plan on the same date as their eligibility under the medical hospitalization plan.

I. Dependent coverage for purposes of medical, dental and vision insurance includes coverage for the same or opposite sex unmarried "domestic partner" of an employee as determined and pursuant to such documentation as required by the applicable Plan.

J. Employee contributions for employee only, employee + 1 or family coverages provided under this Article shall be deducted from wages each pay period and shall be paid by pre-tax dollars to the extent permitted by law unless the employee elects otherwise.

K. The Agencies shall have the right to select a different carrier or insurance company, to arrange for insurance coverage with a non-profit plan or organization, to arrange for insurance coverage through a self-insured plan, to discontinue or substitute insurance plans, to institute established and accepted cost-containment measures, including providing HMO participation through the Midwest Health Purchasers' Foundation HMO Buyer's Group and subject to its rules and regulations, or to utilize any combination of any or all such methods of health and medical coverage; provided, however, that in so doing, the initial premium costs borne by the employee under any different method of insurance coverage selected shall not exceed the premium costs paid by the employee under the policy or plan in effect at the time of the selection of the different method. The Agencies, before making any of the changes set forth above, shall consult with the Union and seek its advice and recommendations.

L. For those employees who had more than one (1) year seniority on the date the employee began a sick leave, the Agencies will pay their share of group medical and hospitalization insurance premiums beyond the expiration of paid sick leave up to a maximum of three (3) months.

M. The parties recognize that changes in the ACA or its repeal in whole or in part or its repeal and replacement in whole and in part could necessitate amendments to this Article XVII and/or the Plans, including the incentives, agreed upon during the negotiations of this Agreement, the imposition of additional penalties, fines, or excise taxes on the Agencies, the lack of continued availability of the Plans, or some of them, in the marketplace, and/or an increase in the Agencies' costs to provide benefits under the Plans. In any such or similar event, the Agencies will notify the Union in writing or by email and meet and confer with Union regarding such changes. However, the Agencies retain the final authority to make and implement modifications in this Article XVII, changes in the Plans, or changing Plans in order to comply with the ACA or any replacement legislation, and neither party may resort to any lockout or activity prohibited by Article VI of this Agreement in support of its position related to such modifications or changes. In the event that a change in the ACA or any replacement legislation increases the Agencies' costs of providing benefits under the Plans, any adjustments in the premium cost-sharing provisions for medical insurance or HMO coverage and the employees' share out-of-pocket costs for benefits will be in accordance with the ACA or such replacement legislation, if any.

N. Employees who have been employed for thirty (30) days shall be eligible to participate in the Agency's Flexible Dollars program to pay for eligible non-reimbursed medical, dental and optical expenses to the extent permitted by law effective with the first day of the month following their completion of thirty (30) days of employment.

ARTICLE XVIII – GROUP LIFE INSURANCE, LONG-TERM DISABILITY, RETIREMENT, DEPENDENT DAY CARE AND SHORT-TERM DISABILITY PLANS

A. The Agencies shall provide each ACA full-time employee as defined in Article XVII, Paragraph B, with life insurance benefits in the amount of \$10,000.00, without cost to the employee.

B. In addition to the foregoing, each ACA full-time employee as defined in Article XVII, Paragraph B who so chooses shall be covered under a contributory group life

insurance plan, a long-term disability insurance plan, or a short-term disability insurance plan selected by the Agencies. All plans must be selected subject to the rates of the plan. Except as otherwise limited or reduced by the life insurance plan, life insurance benefits for each such employee who elects to be covered by the contributory plan shall be two (2) times the amount of the employee’s annual salary. For those employees who choose to be covered by the plan, the Agencies shall (1.) pay the premium cost for the first \$15,000.00 face value of the life insurance and fifty (50%) percent of the premium for the face value of life insurance in excess of the face value of \$15,000.00; and (2.) pay fifty percent (50%) of the premium cost for the long-term disability insurance. The balance of the premiums shall be borne by the employee. Enhanced coverages may be purchased at the employee’s cost, if, and to the extent, available under the plans and subject to the rates of the plans.

C. The Agencies shall contribute the amounts equivalent to the percentages of salary shown annually on behalf of each eligible employee to the Federation Employees Retirement Savings Trust (“FERST”) beginning as of the dates shown during the term of this Agreement:

January 1, 2020	January 1, 2021	January 1, 2022
3.0%	3.0%	3.0%

D. Eligibility for participation in FERST and for benefits thereunder shall be governed exclusively by the terms of the documents establishing and governing FERST and by relevant law. If requested in writing by either the Agencies or the Union, a Pension Committee shall meet and discuss mutual concerns, it being understood and agreed that the trustees have the sole and legal and fiduciary right and responsibility to make all decisions concerning the administration of FERST, investments of funds and eligibility, subject only to relevant law and plan documents.

E. The Agencies shall continue to maintain a plan for employees to contribute through payroll deductions funds to pay their cost of dependent child and elderly adult day care as long as such is permitted by law. To the extent permitted by law such contributions will be paid by pre-tax dollars. In order to be eligible to participate in such plan an employee must be an ACA full-time employee as defined in Article XVII, Paragraph B.

F. The Agencies shall continue to maintain a short-term disability plan of their selection. In order to be eligible to participate in such plan, an employee must be an ACA full-time employee as defined in Article XVII, Paragraph B. Eligible employees who elect to participate in the plan shall continue to pay the full cost of the premiums.

ARTICLE XIX – SEVERANCE PAY

A. In order to be eligible for severance pay, an employee of any of the Agencies, except JCC or CJE, must have been scheduled to work at least the following number of hours in the twelve (12) month period prior to their last day of employment: professional and program staff and clerical and hourly employees who are scheduled to work at least 40% of full-time within any calendar year (759 hours for full-time positions scheduled on a 1,898 hour basis; 780 hours for full-time positions scheduled on a 1,950 hour basis; 832 hours for those scheduled on a 2,080 hour basis). In order to be eligible for severance pay, an employee of JCC or CJE must have been scheduled to work at least the following number of hours in the twelve (12) month period prior to

their last day of employment: professional and program staff (except CJE LPNs and RNs) and clerical, hourly employees and CJE LPN's and RNs who are scheduled to work at least 60% of full-time within any calendar year (1,170 hours for full-time positions scheduled on a 1,950-hour basis; 1,248 hours for those scheduled on a 2,080 hour basis). If employees are dismissed because the Agency ceases to function or reduces or suspends its activities, or reduces its staff for other reasons, the Agency accepts the principle of severance pay for those employees who are affected. In order to be eligible for severance pay, all eligible employees shall have been with the Agency for at least two (2) years and only if they have been permanently laid off without recall or if they waive the right to be recalled from layoff within twelve (12) months under Paragraph C of Article XII contained in this Agreement; provided, however, that if an Agency lays off an employee as a result of the sale, transfer, lease or other disposition of a facility or program and the purchaser, transferee, lessee or other recipient takes over and operates the facility or program, no employee who was laid off by the Agency and who is hired by the new employer in a substantially similar job or position without hiatus shall be entitled to severance pay. In the event of hiatus between the date the Agency terminates the employee and the date the employee begins work for the purchaser, transferee, lessee or other recipient, the employee will be eligible for severance pay in an amount equal to the number of weeks of severance pay pursuant to the schedule set forth in Paragraph B of this Article XIX or the length of the hiatus, whichever is less, subject to the provisions of Paragraph B of this article.

B. Except for employees referred to in Paragraph D below, of this Article, severance shall be paid to eligible employees on a bi-weekly or semi-monthly basis as wages or salary, in accordance with the following schedule:

Years of Continuous Service	Weeks' Pay
2-4	2
5	5
6	6
7	7
8	8
9	9
10-14	10
15-19	15
20 or more	20

C. In the event an employee undertakes employment during the period in which they are receiving severance pay, such pay shall terminate with the date of their new employment. Employment for the purpose of this Article means replacement employment for the job which the employee lost with the Agency. "Employment" does not mean secondary employment if the employee held secondary employment while employed by the Agency or temporary employment undertaken by the employee while the employee continues to seek replacement employment. The Agency shall waive its right to terminate payment of severance pay if an employee undertakes new employment during the period they are receiving severance pay if the employee executes an appropriate release of claims arising out of their employment and separation of employment by the Agency. In the event an employee files a claim for unemployment compensation benefits for the period during which they are receiving severance pay, the employee's severance pay for that

period shall be reduced by the amount of unemployment compensation benefits for which they are eligible. No individual who resigns for any reason or who is dismissed for any reason other than those set forth in Paragraph A of this Article shall be eligible for severance pay.

D. Notwithstanding the provisions of Paragraph B of this Article, any eligible employee who was hired to work specifically in a program for which an Agency receives special or specific funding and the employee was notified at the time of hire that they are being hired for a specific duration or will be terminated when the program ceases and/or funding expires and the employee has been employed by the Agency for at least five (5) years, shall be paid a total of two (2) weeks' severance pay.

ARTICLE XX – WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION

All employees are covered by Workers' Compensation and Unemployment Compensation.

Anyone sustaining injury while engaged in work for the Agency shall report the injury immediately to their supervisor. Nothing contained in this paragraph is intended to supersede any provision of any applicable workers' compensation law or regulations thereunder.

ARTICLE XXI – SOCIAL SECURITY

All employees are under the Social Security Act and participate with the Agency in accordance with the provisions of the Act. Coverage is mandatory.

ARTICLE XXII – HEALTH EXAMINATIONS

A. New employees may be required, prior to employment, to have a complete physical examination at Agency expense by a doctor or clinic designated by the Agency. The results of the examination shall be made known to the employee.

B. While periodic examinations of employees are not required, those persons who make complaints of ill health and are repeatedly absent because of sickness, are expected to obtain competent medical care.

C. For all employees required by law to have an annual physical examination, a mutually acceptable doctor shall be provided within a reasonable distance from the residence of an employee. Laboratory tests shall be made available, through the Chicago Board of Health, if necessary.

ARTICLE XXIII – CONFERENCES AND TRAVEL

A. The Agencies encourage attendance of employees at appropriate professional conferences and shall post notices of such conferences. However, it must be borne in mind that there must be, at all times, sufficient staff on duty to ensure effective functioning of all departments within an Agency.

B. The Agency shall reimburse employees for the actual, necessary and approved costs of attending professional conferences at which attendance is either initiated or approved by the Agency for reimbursement as providing value to the Agency. The cost of a conference or other program which an employee wishes to attend for personal professional enhancement or to meet continuing education requirements of the employee's profession will not be reimbursed unless the Agency determines that the employee's attendance provides additional value to the Agency. The selection of employees to attend conferences and the costs of which are eligible for reimbursement shall be at the Agency's discretion.

C. Attendance at Chicago Meetings: Costs involved in attending Chicago meetings as a designated Agency representative are to be paid by the Agency.

D. If approved by JCC and subject to availability, all preschool staff at JCC Chicago Early Childhood programs may attend trainings offered by the Virginia Frank Early Childhood Training Institute or an equivalent program with the same core areas addressed, including, but not limited to, group development, child development, understanding trauma in young children, challenging behavior, working with parents, and stress management and self-care. Where approval to attend such trainings is granted, preschool staff will be compensated at their regular rate for time spent attending these trainings. Approval will not be unreasonably withheld.

ARTICLE XXIV – NO LOSS OF EXISTING BENEFITS

No provision of this Agreement shall be construed so as to allow a reduction in the wages or impairment of the working conditions of any employee which are in effect on January 1, 2020, except as otherwise specifically provided elsewhere in this Agreement.

ARTICLE XXV – TIME REPORTS

A. All employees are to record hours worked in accordance with the administrative regulations of the Agency in which they are employed.

B. An employee who so requests may receive a current statement of their accrued paid personal time, compensatory time and sick leave within ten (10) working days of such request.

ARTICLE XXVI – GRIEVANCE AND ARBITRATION PROCEDURE

A. For the purpose of this Agreement, a grievance is a difference of opinion, controversy or dispute between the Agency and the Union, or between the Agency and any employee, concerning rates of pay, wages, hours of employment, or other conditions of employment, or concerning the interpretation or application of this Agreement, and which, in the instance of a difference of opinion, controversy or dispute between the Agency and any employee, is not settled or adjusted by the department supervisor to the satisfaction of the employee concerned and the Union. The provisions of this Article shall not apply to the contents of performance evaluations of professional employees and program staff or to dismissals based on such performance evaluations. As to those matters, the decision of the Chief Executive Officer shall be final.

B. The Agencies and the Union both acknowledge and agree that many workplace issues can be resolved through informal discussion and communication without the need to invoke the formal grievance procedure. Accordingly, the Union agrees that it shall direct its stewards and/or representatives to, whenever reasonably possible, informally raise and discuss with the Agency's Head of Human Resources or that person's designee any issue which might otherwise become a grievance, and the Agencies agree that the Heads of their Human Resources Departments or that person's designee shall be reasonably available for such informal discussions and communications and shall, where further discussion of the issue might avoid the grievance, provide a written consent to extend the time within which to file a Step One or Step Two grievance, as applicable, for fifteen (15) calendar days to pursue such resolution of the issue outside the grievance process. This will not restrict the filing of a grievance at the appropriate step.

C. No settlement of any grievance or any arbitration award under this Article XXVI shall impose retroactivity beyond the date that the employee claiming to be aggrieved knew or should have known with the exercise of due diligence of the act, transaction, occurrence, event or omission giving rise to the grievance.

D. All grievances over disciplinary action in excess of a first written warning, up to and including discharge, discharges resulting from performance deficiencies for those discharges that are not excluded from this grievance and arbitration procedure under Paragraph A of this Article, and class-wide grievances may be filed at Step 2 of the procedure set forth in Paragraph E within the timeframe established for filing grievances at that step. All other grievances shall be lodged at Step 1 within the timeframe established for lodging grievances at that step. The parties may by mutual agreement decide to waive Step 1 and proceed to Step 2 in any grievance matter.

E. The following procedure shall be applied and relied upon by both parties as the sole and exclusive means of seeking adjustment of and settling grievances:

STEP 1 Any employee who has a grievance shall meet and discuss it with their supervisor and with their Steward, if the employee requests to have the Steward present, within fifteen (15) calendar days of the occurrence of the incident giving rise to the grievance. If the employee requests to have a Steward present, a representative of the Agency's Human Resources Department shall be entitled to attend. The supervisor or the Human Resources Department representative who attended the Step 1 meeting shall provide the employee and the Steward, if a Steward was present at the Step 1 meeting of their answer within fifteen (15) calendar days of the Step 1 meeting, and shall notify the Union representative assigned to the bargaining unit of the Step 1 answer by electronic mail on the day the supervisor makes their Step 1 decision.

STEP 2 If the aggrieved employee desires to proceed beyond Step 1 of this procedure, the grievance shall be presented in writing to the Agency's Head of Human Resources or a person designated by them within fifteen (15) calendar days of the supervisor's Step 1 answer. Within fifteen (15) calendar days after the submission of a grievance at Step 2, the Agency and the Union representative assigned to the bargaining unit or their designee, will schedule a Step 2 meeting. The meeting may be in person or by telephone and attended by the Union representative, a Union Steward or another Union designee, the grievant, the Agency's Head of Human Resources, or their designee and no more than two (2) additional representatives of the Agency. The Head of Human

Resources or their designee shall give the Agency's answer within fifteen (15) calendar days from the date of this Step 2 meeting.

STEP 3 If the grievance is not resolved at Step 2 and the Union demands arbitration, the Agency's Head of Human Resources and the attorney for the Joint Personnel Committee, if the Agency requests, shall confer with a representative of the Union who has full authority to settle the grievance within twenty (20) calendar days in a good faith effort to negotiate a settlement of the grievance. If the grievance involves a discharge of an employee, the parties shall consider the following factors, among others, in reducing the potential back pay to which the employee would be entitled if the grievance were to be upheld in arbitration: the amount of unemployment compensation benefits for which the employee is eligible if awarded such benefits, and in the case of an employee who has not applied or does not apply for unemployment compensation, the amount of such benefits the employee would have been awarded if they applied, because the Agencies are self-insured for unemployment compensation benefits; whether there are reasonably comparable jobs available in the market and whether the employee has diligently sought new employment; any interim earnings the employee has received since the termination but not including earnings the employee would've received regardless of their employment with the Agency; and an honest discussion of the strengths and weaknesses of the parties' respective cases.

STEP 4 Grievances unresolved at Step 3 of this procedure may be referred by the Union or the Agency to an impartial arbitrator for settlement. The request for arbitration must be in writing or by email. A request for arbitration by the Union must be made to the Agency's Head of Human Resources. A request for arbitration by the Agency must be made to the Union representative assigned to the bargaining unit or an employee specifically designated by the Union for receipt of such requests. The Union shall provide the Agencies with name and contact information for such designee. Any request for arbitration must be made no later than fifteen (15) calendar days after the unsuccessful Step 3 conference.

Expedited Arbitration. In grievances over discharges of employees or other grievances that involve potential back pay, except for grievances over suspensions that were time-limited, the Agency or the Union may request expedited arbitration in which the arbitrator selected must hear the matter within thirty (30) days of their appointment and render their decision in writing no later than thirty (30) days after the hearing, unless the parties otherwise mutually agree to a different time frame. The initial request for expedited arbitration shall be made in writing or email by the Agency's Head of Human Resources if the request is made by the Agency to the Union's representative for the bargaining unit or their designee identified in the preceding paragraph. The initial request for expedited arbitration shall be made in writing or email by the Union's representative assigned to the bargaining unit or their designee identified in the preceding paragraph to the Agency's Head of Human Resources. All requests for expedited arbitration shall be made no later than fifteen (15) calendar days after the unsuccessful Step 3 conference. The parties will attempt to agree on an arbitrator and if no agreement is reached or if the agreed-on arbitrator is unable to conduct an expedited arbitration pursuant to the time frames herein, either party must request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) who are willing and able to conduct an expedited arbitration pursuant to the time frames herein. Such request must be made no later than fifteen (15) calendar days from the parties' unsuccessful effort to agree on an arbitrator or the agreed-on arbitrator informs the parties that they cannot conduct an arbitration within the time frames herein. The selection of an arbitrator from

the FMCS list to hear expedited arbitrations and notification to the arbitrator selected shall proceed in the same manner as the selection of an arbitrator in the case of other grievances as set forth in the following paragraph. If the Agency requests expedited arbitration and the Union does not agree, any back pay which might be due to the employee shall be tolled as of the date of the Union's refusal to agree to expedited arbitration. If the Union requests expedited arbitration and the Agency does not agree, then the period for potential back pay continues to run or the policy involved in the grievance is suspended pending the outcome of arbitration. Should situations arise in which the parties mutually agree to postpone or otherwise delay expedited arbitration, the provisions regarding the running or tolling (stopping) of potential back pay shall not apply.

All Other Arbitrations. In all other grievances that are not subject to expedited arbitration, the impartial arbitrator shall be selected by agreement between the attorney for the Joint Personnel Committee and the Union if possible. If no agreement on an arbitrator has been reached within thirty (30) calendar days after the request for arbitration has been submitted to the Agency's Head of Human Resources, the Union must submit a written request to the FMCS requesting a list of five arbitrators who are members of the National Academy of Arbitrators. Such request must be made within thirty (30) calendar days after the thirty (30) day period for the parties to mutually agree on an arbitrator has expired with a copy to the attorney for the Joint Personnel Committee. Promptly after receipt of said list, the attorney for the Joint Personnel Committee and the President of the Union, or their respective designees, shall meet to select an arbitrator by the following procedure: The Agency and the Union shall determine by coin toss the order in which the parties will strike names. The party winning the coin toss shall have the option of striking first or second. Thereafter, the parties shall strike names alternately until only one name remains. The arbitrator whose name has not been stricken shall be deemed to have been mutually agreed upon. Such arbitrator shall be notified of their selection by a joint letter requesting that they set a time and place for hearing, subject to the availability of Agency and Union representatives.

F. Unless mutually agreed by the Agency and the Union, the arbitrator shall not hear or decide more than one grievance involving the same employee. The arbitrator's authority is limited to interpreting the provisions of this Agreement; provided, however, that in the event the Union files an unfair labor practice charge with the National Labor Relations Board alleging that an Agency has engaged in a violation of Section 8(a)(1) and (3) of the National Labor Relations Act, the Agency and Union agree that the unfair labor practice charge will be deferred to the arbitrator, the parties will present evidence to the arbitrator concerning the unfair labor charge, and the arbitrator shall consider the statutory issue and render a decision and award thereon.

G. The award of the arbitrator shall be final and binding on the Agency, the Union and the employees involved. The "losing party" shall bear the fees and expenses of the arbitrator, including their fee, and the "winning party's" costs incurred for transcripts and court reporters. The Union shall be deemed the losing party if the arbitrator denies the grievance in its entirety. The Agency shall be deemed the losing party if the arbitrator grants the grievance in its entirety. If the arbitrator does not grant the grievance in its entirety, but issues a split decision, the parties shall split the arbitrator's expenses, including their fee, equally, and each party shall be responsible for its own legal fees and costs.

H. The failure of an employee or the Union to take any action required of the employee or the Union at any of the Steps in Paragraph E of this Article within the timeframe specified

therefore shall result in the grievance being settled in the Agency's favor, including, but not limited to, the Union's failure or refusal to confer with the Agency about settlement within the timeframe required in Step 3 and the Union's failure to request timely arbitration or expedited arbitration and take the steps for the selection of an arbitrator within the timeframes required by Step 4. In such instances the grievance shall not thereafter be arbitrable. The employee's or Union's timeframe for taking any action required of it at any of the Steps in Paragraph E above, begins to run from the actual date of the Agency's response if the Agency's response is timely, or if the Agency's response is within an agreed upon extension of time. The Agency's failure to answer a grievance at Step 1 or Step 2 in a timely manner shall not affect the arbitrability of the grievance. However, if the Agency fails to answer the grievance at Step 1 or Step 2 in a timely manner and no extension of time has been agreed to, the grievance is deemed automatically denied and the Union's time to appeal to the next Step of the grievance procedure begins to run as of the date the Agency's answer was due unless the Agency provides the Union with an untimely answer before the date for the Union to advance the grievance to the next Step. In that case, the Union's time to advance the grievance to the next Step shall begin the date the untimely answer was received by the Union. The Agency's failure or refusal to confer with the Union about settlement within the timeframe required in Step 3 shall constitute a waiver of that Step by the Agency and allow the Union to proceed to Step 4. If the Agency seeks to arbitrate a grievance or seeks expedited arbitration over a grievance, the Agency's failure to request arbitration or expedited arbitration within the timeframes for making such requests shall constitute a waiver of the Agency's right to arbitration or expedited arbitration over the grievance. The parties may mutually agree to extend any of the time frames under Paragraph E of this Article for no more than thirty (30) days at any one time. Any such agreement shall be memorialized by any effective means of communication.

I. The Union may request the Agency involved in the grievance or matter to provide it with information that is relevant and reasonably necessary to evaluate any issue legitimately raised by the grievance or to provide representation, and the Agency may request the Union to provide it any such information as is in the Union's possession or in the possession or knowledge of the grievant. Such requests shall be in writing. Responses shall be in writing. If a party objects to any request by the other on grounds of relevance, reasonable necessity, burdensomeness, confidentiality, privilege or any other reasons, the parties shall meet in an effort to resolve their disagreement. Nothing in this Article shall waive or otherwise deny either party the right to any information as provided for under the law, or deny either party the ability to enforce their legal rights under the National Labor Relations Act. Nothing in this Article shall be deemed to expand or reduce the rights of either party to any information to which it is entitled under the National Labor Relations Act or deny either party the ability to enforce its legal rights under the Act. Before producing any disciplinary records concerning an employee under this Paragraph I, the Agency will stamp or in some other fashion clearly designate those records which cannot be considered for determining further discipline under Article XIII, Paragraph E.

ARTICLE XXVII – NO DISCRIMINATION

The Agencies and the Union agree that there shall be no discrimination or harassment by the Agencies or the Union in the terms or conditions of employment of any employee because of the employee's Union membership, Union activity, race, color, creed, religion, sex, national origin, age, ancestry, disability, marital status, unfavorable discharge from military service, sexual orientation, gender identity or other lawfully protected status in violation of any applicable federal,

Illinois and local law, or because of any other status protected from employment discrimination or harassment by the City of Chicago or Cook County Human Rights Ordinances. However, recognition shall be given to the sectarian nature of the Agencies and to the fact that religious or cultural background or education may be a qualification for a given position.

ARTICLE XXVIII – JOB EXPENSES

There shall be allowed by the Agency to each employee who is requested by the Agency to incur the following expenses, the amount set forth after each item of expense:

A. Meal Allowances for Employees in Community Programs:

Supper Allowance (excluding employees of JCFS Group Homes) payable only to employees working a minimum of two (2) hours beyond the end of their normal work day _____ \$9.75

Lunch Allowance for homemakers, when lunch is not available on the job, or for employees who work four (4) or more hours on Saturday when it is not a regular work day _____ \$7.50

Breakfast Allowance (excluding employees of JCFS Group Homes) payable only to employees who are required to report for work two (2) or more hours prior to their regularly schedule starting times _____ \$6.00

B. Driving on Agency Business/Automobile Mileage Expense.

1. During the term of this Agreement the automobile mileage reimbursement rate shall be in accordance with the IRS mileage reimbursement rate for all miles driven by an employee on Agency business.

2. All employees who drive on Agency business must carry public liability insurance in the minimum amounts for bodily injuries and property damage required by the State of Illinois for any automobile, other than an Agency automobile, used on Agency business. If the Illinois minimum automobile insurance requirements increase during the term of this Agreement, employees will be required to obtain insurance at the higher minimums. Employees may be required to present their insurance certificate as evidence of compliance with the minimum coverage provided for herein.

3. Employees who transport clients in their own vehicles, drive Agency vehicles as part of their jobs, or otherwise drive vehicles as a requirement of their jobs, must report any automobile accident or moving violation in which they were involved as driver to their supervisor, regardless of whether the accident or violation occurred on Agency business. Employees who elect to drive on Agency business but who are not required to do so as part of their jobs must report to their supervisor any automobile accident or moving violation in which they were involved as driver that occurs while they are on Agency business.

4. Employees who drive on Agency business must comply with their Agency's driving policies as required or requested by the Agencies' automobile insurance company,

including, but not limited to, taking a defensive driving course required or requested by the insurance company or by an accrediting agency. If feasible, such courses will be scheduled during employees' working time and the employees will be paid for time spent in such courses and reasonable travel time. If it is not feasible to schedule such courses during employees' working time, employees will be paid overtime or granted compensatory time, depending on whether they are covered by or exempt from the FLSA for all time spent on such courses and reasonable travel time.

5. Employees who drive on Agency business must have a valid, applicable state driver's license. If the employee's license is suspended or revoked, the employee must immediately notify their supervisor. If required or requested by the Agencies' automobile insurance company or by the Agency at the request of the insurance company or by an accrediting agency, any employee who drives on Agency business must authorize the Agency or the insurance company to conduct a state department of motor vehicles background check on the employee.

6. Any form utilized by the Agency for mileage expense reimbursement requests may require the employee to certify any or all of the foregoing in order to receive reimbursement. By signing the reimbursement form, the employee warrants that each and all of such representations are true.

C. Public Transportation, Taxicabs, Parking and Tolls. The actual costs, if necessarily incurred by the requirements of the employee's duties, including but not limited to costs involved in attending meetings at other facilities of the Agencies or Chicago meetings as designated Agency representative, shall be reimbursed. The employee shall provide the Agency with appropriate vouchers or receipts. Reimbursement will not be made for commuting expenses to and from the employee's home and their normal work location, except when authorized by the employee's supervisor, but employees who are required to report to a work location other than their normal work location at either the beginning or the end of the work day shall be reimbursed for such additional reasonable costs incurred as a result, or for miles driven in excess of those required by their normal commute.

In the event that a CJE employee at Lieberman Center is required to work beyond their scheduled shift on a Saturday, Sunday, or holiday, and available public transportation to the Howard Street EL is reduced or eliminated, CJE shall provide the employee with transportation or reimburse the employee for the cost of transportation to the EL for a period of up to thirty (30) calendar days. CJE and the Union shall meet to discuss transportation arrangements for employees if service remains reduced or eliminated beyond thirty (30) calendar days.

ARTICLE XXIX – SALARIES

A. General Increases: The following salary increases shall apply to those employees who are on the payroll as of the effective date(s) set forth:

1. Professional and Program Staff, Clerical Employees and Hourly Employees in the Community Programs.

Professional and Program Staff, Clerical Employees

<u>Effective Date</u>	<u>Increase</u>
July 1, 2020	3.0%
July 1, 2021	3.0%
July 1, 2022	3.0%

Professional and program staff and clerical employees who have not completed their probationary period, or any extension thereof, as of July 1 of any year, shall, upon completion of their probationary period, or any extension thereof, receive a proration of the last July 1 increase, if any, effective as of the first (1st) of the month following the completion of the probationary period or any extension thereof.

Hourly Employees

<u>Effective Date</u>	<u>Increase</u>
July 1, 2020	3.0%
July 1, 2021	3.0%
July 1, 2022	3.0%

2. Hourly Employees in Long-Term Care Programs:

<u>Effective Date</u>	<u>Increase</u>
July 1, 2020	3.0%
July 1, 2021	3.0%
July 1, 2022	3.0%

B. Cost of Living Adjustment. If the Bureau of Labor Statistics Consumer Price Index, All Urban Consumers (CPI-U) for Chicago, Illinois, for June 2020, 2021 and 2022, respectively, shall be more than four percent (4%) over the respective June 2019, 2020 and 2021 CPI-U for Chicago, Illinois, then as soon as the respective June, 2019, 2020 and 2021 CPI-U becomes published and the adjustment can be calculated, the salary or wage rate of each bargaining unit employee will be increased, retroactively to the respective July 1, 2019, 2020 and 2021, by one-half percent (1/2%) for each full two percent (2%) rise in the respective CPI-U in excess of four percent (4%); provided however, that the maximum respective increase in the cost of living adjustment shall not exceed two percent (2%).

C. Merit and Market Increases; Bonuses

1. Except as expressly provided for herein or elsewhere in this Article, there shall be no automatic adjustments in any employee's salary or wage rate by virtue of an employee's completion of the probationary period or any extension thereof, or because an employee has completed any particular length of service with the Agency. Merit increases and market increases may, however, be granted, and JCFS may elect to pay certain employees commissions over and above their regular sales after notification to the Union. Such notice shall identify the employee(s) by name and job title and state the amount(s) of such increase(s), payment(s) or adjustment(s). The decision of whether to grant such merit increases, and in the case of JCFS, to pay such

commission, when to grant or pay them and the amounts thereof shall be at the discretion of the Chief Executive Officer.

2. CJE and JCC only provide some bargaining unit employees in certain positions with the opportunity to earn a “perfect attendance bonus.” In order to be eligible for any perfect attendance bonus provided for in this Article XXIX, an employee must be eligible to earn pro-rated benefits under Article XXXII, E of this Agreement. For purposes of all perfect attendance bonuses provided in this Article XXIX, “perfect attendance” means that an eligible employee has no partial or full-day absence on any of the employee’s scheduled work days and the employee has received no disciplinary actions of any type during the time period for measuring perfect attendance; provided, however, that the following absences will not count against perfect attendance: Jury duty, military duty, bereavement leave, and non-emergency or vacation use for paid personal time that has been requested and approved in advance pursuant to Article XVI, I, 1 or 2. Employees who need to be absent from work due to jury duty, military duty, or a death covered by the bereavement leave provisions of this Agreement must give as much advanced notice as feasible and provide supporting documentation for their absence where required and requested. The Agency’s decision as to whether an employee has met the criteria for a perfect attendance bonus under any of the perfect attendance bonus provisions in this Article XXIX shall be subject to the grievance procedure provisions of Article XXVI of this Agreement but shall not be subject to the arbitration provisions, Step 3, of that article. Grievances over the failure to pay a perfect attendance bonus shall be filed at Step 2 of the grievance procedure within ten (10) working days after an employee knew or should have known with the exercise of due diligence that they have not been awarded a bonus and shall be subject to Paragraph F of Article XXVI. The decision of the Agency at Step 2 of the grievance procedure shall be final and binding.

3. Individuals who complete an M.A. level internship for an academic year or participate for one year of service at the Agency through the Avodah program and start as an employee of that Agency within six months from the end of their program, shall receive a \$1,000 bonus upon successful completion of their probationary period.

D. Professional and Program Staff Employees

1. The following minimum salaries shall apply to salaried full-time professional employees and program staff for all such employees except for JCC Lead Teachers and Assistant Teachers, and Non-B.A. Level CJE professional and program staff based on the relevant degree and academic requirements for each position.

Effective Date:	
	July 1, 2020
Category:	
M.A. Level	\$42,000
B.A. Level	\$36,000

Non-B.A. Level	\$30,000
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2. The following minimum hourly rates of pay shall apply to JCC Teachers, JCC Teacher Assistants and Non-B.A. Level CJE professional and program staff as of July 1, 2020.

Title/Category:	Hourly Rate
JCC Lead Teachers	\$16.50
JCC Assistant Teachers	\$14.00
Non-B.A. Level CJE Professional and Program Staff	\$13.86

3. The Agencies may hire individuals at salaries or hourly rates that exceed the minimums set forth above if required by market conditions or if justified by individual circumstances.

4. Any incumbent professional employee who obtains a relevant license required for a position shall receive a one-time ten percent (10%) salary increase. Any incumbent professional employee who obtains a relevant certification required for a position shall receive a one-time five percent (5%) salary increase. For purposes of this paragraph, the term “relevant” is defined as pertinent to provision of services in a specific job as determined and preapproved by the Agency.

5. JCFS Teacher’s Aides and Crisis Workers at the Knapp School who possess a substitute teacher license and who are required to do the work of a Teacher absent from the classroom will be paid an additional sum of fifty dollars (\$50.00) per day for each full day they are required to do the work of a teacher absent from the classroom for which they are required to prepare a lesson plan. On such days on which they are not required to prepare a lesson plan, they will be paid an additional stipend for teaching when the Teacher is absent from the classroom. Payment, with the exception of the circumstances listed below, will be as follows:

- More than two (2) but less than four (4) hours in one school day: Fifteen Dollars (\$15.00) in addition to their regular pay.
- More than four (4) hours in one school day: Thirty Dollars (\$30.00) in addition to their regular pay.

A stipend will be earned when the Teacher is absent for at least two (2) hours due to an activity such as Teacher’s absence from the school; attending meetings scheduled by Administration, attending IEP meetings or Teacher training sessions. Circumstances that do not apply include instances where a Teacher must leave the classroom to address a student or school crisis less than two hours in duration or if alternate licensed staff are assigned to the classroom.

In order to help qualified Teacher’s Aides and Crises Workers in seeking to secure a substitute teacher license in order to be eligible for stipends under this Subparagraph 3, JCFS

will reimburse such qualified employees for up to Seventy-Five Dollars (\$75.00) to help cover the cost associated with the application process.

6. JCFS shall have the option of hiring new Teachers, Teacher's Aides, Social Workers, and Crisis Workers at its Knapp School on a "regular school year" basis, defined to mean that period of time beginning in the Fall and ending in early Summer when the Knapp School classes are in regular sessions and any required periods of time before or after the Fall and Winter sessions when such employees are required to work, e.g. pre-session orientation. The regular school year includes the Winter and Spring breaks during Fall and Winter sessions, but not the Summer session or the Summer break between the regular Winter and following Fall sessions. Such employees who are hired on regular school year basis will be paid a pro-rated salary for the regular school year based on the percentage of time the regular school year bears to a full, twelve (12) month year. For example, if such an employee is employed for a school year beginning September 1 and ending June 30, that employee would be paid 10/12's of the salary they would have been paid if employed for the full year. The regular school year for purposes of determining proration of salaries will be rounded up the first day of the work week the employee is required to report for work and the last day of the work week the employee is required to be at work. Such employees' entitlement to paid personal time shall be governed by Article XVI, C, 2, applicable to Knapp School Teachers and Teacher's Aides. Such employees who are employed on a regular school year basis only and their covered dependents will continue to be covered by the group health insurance plans and other group insurance plans in which they are participants during the period of time encompassed by the Summer session and Summer break if they pay their share of the premiums for such coverage during that period. Such employees who are employed on a regular school year basis only will not earn any paid sick days during Summer session and Summer break periods. However, such employees may elect to spread their prorated school year salary over twelve (12) months. In the event any such employee is needed to work during a Summer break, such employee will be paid at their normal rate of pay for such work and will accrue paid sick leave.

E. Clerical Employees.

1. Effective July 1, 2020, all clerical employees shall be paid at least \$13.86 per hour, subject to local law applicable to the location where any given individual works.

2. Individual pay rates may never be less than but may exceed the minimum salaries if required by market conditions or to attract applicants with the skills necessary to fill the specific clerical position to be filled.

F. Hourly Employees.

1. Differentials for all Hourly Employees.

a. Shift Differential. Except for CJE hourly employees employed as Resident Care Assistants or Resident Assistants at CJE long-term care facilities, hourly paid employees working either a second or third shift shall receive the following hourly shift differentials on the effective date shown or their present shift differentials, whichever is greater:

	Effective Date
Shift	January 1, 2020
2nd	\$.75
3rd	\$.75

CJE hourly employees employed as Resident Care Assistants or Resident Assistants at CJE long-term care facilities working a second or third shift shall receive a shift differential of \$1.00 per hour beginning on January 1, 2020.

b. Premium When Working in a Higher Position. When an hourly employee is temporarily assigned to work a full shift of a job with a higher wage that employee shall receive the rate of pay of the higher classification at the same level the employee was working for all full shifts worked in the higher classification.

2. Differentials for Long-Term Care Hourly Employees:

a. Except for CJE hourly employees employed as Resident Care Assistants or Resident Assistants at CJE long-term care facilities, all hourly employees in Long-Term Care who work a shift beginning with the second shift on Fridays (3:00 - 11:30 p.m.) and ending with the second shift on Sunday (3:00 - 11:30 p.m.) shall be paid an hourly weekend differential in addition to any other applicable differentials in the amounts shown on the effective date shown:

Effective Date
January 1, 2020
\$.75

CJE hourly employees employed as Resident Care Assistants or Resident Assistants at CJE long-term care facilities who work a shift beginning with the second shift on Fridays (3:00 - 11:30 p.m.) and ending with the second shift on Sundays (3:00 - 11:30 p.m.) shall be paid an hourly shift differential of \$2.00 per hour beginning on January 1, 2020.

b. When a Cook is absent from work, a Cook's Helper who is assigned to and who fulfills the responsibilities and duties of the absent Cook shall be paid an additional \$2.00 per hour over the Helper's regular hourly rate for all hours engaged in fulfilling the absent Cook's duties and responsibilities.

3. Hourly Rates in Community Programs (No Step Increases):

a. All Agencies except CJE:

	Jan. 1, 2020	1-Jul-20	1-Jul-21	1-Jul-22
Janitor	\$14.61	\$15.05	\$15.50	\$15.96
Assistant Maintenance Worker	\$14.61	\$15.05	\$15.50	\$15.96
Maintenance Worker	\$17.31	\$17.83	\$18.36	\$18.92
JCFS Maintenance Worker	\$19.32	\$19.90	\$20.50	\$21.11

b. CJE:

	Jan. 1, 2020	1-Jul-20	1-Jul-21	1-Jul-22
CJE Cafeteria Aide	\$13.11	\$13.86	\$14.28	\$14.70
CJE Home Delivered Meals Aide	\$13.32	\$13.86	\$14.28	\$14.70
Janitor	\$14.33	\$14.76	\$15.20	\$15.66
Assistant Maintenance Worker	\$14.33	\$14.76	\$15.20	\$15.66
Maintenance Worker	\$16.96	\$17.47	\$17.99	\$18.53
CJE Flexible In-Home Service Workers (applies only to those who were hired prior to July 1, 2005) *	\$12.35	\$13.86	\$14.28	\$14.70
CJE Home Repair Workers	\$17.21	\$17.73	\$18.26	\$18.81

c. *CJE Flexible In-Home Service Workers: The minimum rate for CJE Flexible In-Home Service Workers shall remain \$13.86 throughout the term of the contract. CJE may pay Flexible In-Home Workers at a rate or rates in excess of the above rates as determined by CJE in its sole discretion upon giving the Union written notice of such rates. CJE Flexible In-Home Service Workers hired after July 1, 2008 shall thereafter receive the general wage adjustments set forth in Paragraph A.1 of this Article on July 1st of each year.

4. CJE In-Home Service Workers I, In-Home Service Workers II, and In-Home Service Workers/Field Monitors and Drivers:

	January 1, 2020				1-Jul-20				1-Jul-21				1-Jul-22			
	Levels				Levels				Levels				Levels			
Job Title	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV
In-Home Service Worker I	\$12.51	\$12.71	\$12.91	\$13.11	\$13.86	\$13.86	\$13.86	\$13.86	\$14.28	\$14.28	\$14.28	\$14.28	\$14.70	\$14.70	\$14.70	\$14.70
In-Home Service Worker II	\$13.89	\$14.10	\$14.29	\$14.49	\$14.31	\$14.51	\$14.71	\$14.91	\$14.74	\$14.94	\$15.14	\$15.34	\$15.18	\$15.38	\$15.58	\$15.78
In-Home Service Workers/Field Monitor	\$14.15	\$14.35	\$14.55	\$14.75	\$14.57	\$14.77	\$14.97	\$15.17	\$15.01	\$15.21	\$15.41	\$15.61	\$15.46	\$15.66	\$15.86	\$16.06
Driver	\$14.40	\$14.60	\$14.80	\$15.00	\$14.83	\$15.03	\$15.23	\$15.43	\$15.27	\$15.47	\$15.67	\$15.87	\$15.73	\$15.93	\$16.13	\$16.33
Central Transp. Driver	\$14.62	\$14.82	\$15.02	\$15.22	\$15.06	\$15.26	\$15.46	\$15.66	\$15.51	\$15.71	\$15.91	\$16.11	\$15.98	\$16.18	\$16.38	\$16.58
Cartage Drive	\$14.54	\$14.64	\$14.84	\$15.04	\$14.98	\$15.08	\$15.29	\$15.49	\$15.43	\$15.53	\$15.74	\$15.96	\$15.00	\$16.00	\$16.22	\$16.43
Food Service Worker Council Cafe	\$13.22	\$13.32	\$13.52	\$13.72	\$13.86	\$13.86	\$13.86	\$13.86	\$14.28	\$14.28	\$14.28	\$14.28	\$14.70	\$14.70	\$14.70	\$14.70

Level I Minimum Hire Rate (Hire Rate may exceed the minimum at CJE's discretion)
 To Level II 1 + Years of Service
 General Increase + \$0.20 Longevity Increase
 To Level III 3 + Years of Service
 General Increase + \$0.20 Longevity Increase
 To Level IV 5 + Years of Service
 General Increase + \$0.20 Longevity Increase

All longevity increases will be effective on July 1 following the employee's anniversary date.²

An In-Home Service Worker I who is requested to bathe clients shall receive an additional two dollars (\$2.00) for each bath.

Employees, including In-Home Service Workers I (Housekeepers), on the payroll as of December 31, 1992, will be "red circled" at current rates, will not receive any longevity increases per the above schedule and will receive only the general increases.

CJE transportation drivers who have completed probation or any extension thereof will receive a driver safety bonus of one hundred, fifty dollars (\$150.00) for each full calendar year (pro-rated for newly hired and part-time transportation drivers) in which they have no at-fault or preventable accidents, no moving violations/tickets, no unreported damage found on a vehicle which occurred during the driver's shift, no client-safety incident, no on-the-job injury as a result of the driver's negligence, and no founded customer complaints about driving. CJE transportation drivers will not be eligible for a driver safety bonus in the calendar year in which their employment is terminated. CJE's decision as to whether a transportation driver has incurred an incident that disqualifies a transportation driver for a bonus shall be subject to the grievance procedure provisions of Article XXVI of this Agreement but shall not be subject to the arbitration provisions, Step 3, of that article. Grievances over the failure to pay a driver safety bonus shall be filed at Step 2 of the grievance procedure within ten (10) working days after a driver knows or should have known with due diligence that they have not been awarded a bonus and shall be subject to Paragraph F of Article XXVI. The decision of the Agency at Step 2 of the grievance procedure shall be final and binding.

5. Special Provisions for Certain Hourly Employees in Community Programs.

Any CJE drivers who are required to obtain or maintain a Commercial Driver's License (CDL) should be reimbursed for the cost of obtaining or renewing such CDL License.

6. CJE Long-Term Care Hourly Employees.

² Any employee hired in, at, or transferred into a Level higher than Level I and paid at the higher rate of that Level based on past experience shall not be eligible for any longevity increase based on their seniority, if any, until they have actually been employed in such position for the period of time required to reach the Level next higher than the Level into which the employee was hired or transferred into.

a. **Hourly Wage Rates for All Hourly Positions except Nursing.**

		1-Jan-2020				July 1, 2020				July 1, 2021				July 1, 2022			
		Levels				Levels				Levels				Levels			
Grades		I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV
A	Dining Services Assoc. Environmental Services Worker Housekeeping Worker Laundry Worker "B" Nutrition Aide Receiving Clerk Transportation Aide	\$13.36	\$13.56	\$13.76	\$13.96	\$13.86	\$14.06	\$14.26	\$14.46	\$14.28	\$14.48	\$14.68	\$14.88	\$14.71	\$14.91	\$15.11	\$15.31
B	Janitorial Worker	\$13.59	\$13.79	\$13.99	\$14.19	\$14.00	\$14.20	\$14.40	\$14.60	\$14.42	\$14.62	\$14.82	\$15.02	\$14.85	\$15.05	\$15.25	\$15.45
C	Cook's Helper	\$13.70	\$13.90	\$14.10	\$14.30	\$14.11	\$14.31	\$14.51	\$14.71	\$14.53	\$14.73	\$14.93	\$15.13	\$14.97	\$15.17	\$15.37	\$15.57
D	Painter's Helper	\$13.76	\$13.96	\$14.16	\$14.36	\$14.17	\$14.37	\$14.57	\$14.77	\$14.60	\$14.80	\$15.00	\$15.20	\$15.04	\$15.24	\$15.44	\$15.64
E	Laundry Worker "A" Seamstress Store Room Clerk	\$13.92	\$14.12	\$14.32	\$14.52	\$14.34	\$14.54	\$14.74	\$14.94	\$14.77	\$14.97	\$15.17	\$15.37	\$15.21	\$15.41	\$15.61	\$15.81
G	Beautician Activity Worker hired on or after 1/1/20	\$14.97	\$15.17	\$15.37	\$15.57	\$15.42	\$15.62	\$15.82	\$16.02	\$15.88	\$16.08	\$16.28	\$16.48	\$16.36	\$16.56	\$16.76	\$16.96
H	Robineau Cook	\$15.17	\$15.37	\$15.57	\$15.77	\$15.63	\$15.83	\$16.03	\$16.23	\$16.10	\$16.30	\$16.50	\$16.70	\$16.58	\$16.78	\$16.98	\$17.18
I	Second Cook	\$15.68	\$15.88	\$16.08	\$16.28	\$16.15	\$16.35	\$16.55	\$16.75	\$16.63	\$16.83	\$17.03	\$17.23	\$17.13	\$17.33	\$17.53	\$17.73
J	Cert. Occup. Therapy Assist.	\$15.87	\$16.07	\$16.27	\$16.47	\$16.35	\$16.55	\$16.75	\$16.95	\$16.84	\$17.04	\$17.24	\$17.44	\$17.55	\$17.55	\$17.75	\$17.95

K	Assist. Engineer "B" Painter	\$17.04	\$17.24	\$17.44	\$17.64	\$17.55	\$17.75	\$17.95	\$18.15	\$18.08	\$18.28	\$18.48	\$18.68	\$18.62	\$18.82	419.02	\$19.22
L	Assist Engineer "A"	\$18.75	\$18.95	\$19.15	\$19.35	\$19.31	\$19.51	\$19.71	\$19.91	\$19.89	\$20.09	\$20.29	\$20.49	\$20.49	\$20.69	\$20.89	\$21.09
M	Pastry Chef	\$19.32	\$19.52	\$19.72	\$19.92	\$19.90	\$20.10	\$20.30	\$20.50	\$20.50	\$20.70	\$20.90	\$21.10	\$21.12	\$21.32	\$21.52	\$21.72

Level I Minimum Hire Rate (Hire Rate may exceed the minimum at CJE's discretion)

To Level II 1 + Years of Service
General Increase + \$0.20 Longevity Increase

To Level III 3 + Years of Service
General Increase + \$0.20 Longevity Increase

To Level IV 5 + Years of Service
General Increase + \$0.20 Longevity Increase

All longevity increases will be effective on the January 1 following the employee's anniversary date.

Employees on the payroll as of December 31, 1992 will be "red circled" at their current rates, will not receive any longevity increases per the above schedule, and will receive only the general increases.³

³ Any employee hired in, at, or transferred into a Level higher than Level I and paid at the higher rate of that Level based on past experience shall not be eligible for any longevity increase based on their seniority, if any, until they have actually been employed in such position for the period of time required to reach the Level next higher than the Level into which the employee was hired or transferred into.

b. Hourly Paid Nursing and Resident Assistant Positions.

		January 1, 2020##					July 1, 2020					July 1, 2021					July 1, 2022				
		Levels					Levels					Levels					Levels				
Grade		I	II	III	IV	V	I	II	III	IV	V	I	II	III	IV	V	I	II	III	IV	V
A	Resident Care Assist/CNA	\$15.04	\$15.24	\$15.44	\$15.64	\$16.64	\$15.49	\$15.69	\$15.89	\$16.09	\$17.09	\$15.95	\$16.15	\$16.35	\$16.55	\$17.55	\$16.43	\$16.63	\$16.83	\$17.03	\$18.03
C	Resident Assist.	\$14.12	\$14.32	\$14.52	\$14.72	\$15.72	\$14.54	\$14.74	\$14.94	\$15.14	\$16.14	\$14.98	\$15.18	\$15.38	\$15.58	\$16.58	\$15.43	\$15.63	\$15.83	\$16.03	\$17.03
D	Resident Care Assist. II/CAN II	\$16.29	\$16.49	\$16.69	\$16.89	\$17.89	\$16.78	\$16.98	\$17.18	\$17.38	\$18.38	\$17.28	\$17.48	\$17.68	\$17.88	\$18.88	\$17.80	\$18.00	\$18.20	\$18.40	\$19.40

Wage rates shown for categories A and D are the wage rates effective for Lieberman Resident Care Assistants as of the CJE long term care payday for the payroll period beginning January 9, 2017 and include wage increases of thirty-five cents (\$0.35) per hour effective as of that date as provided in Paragraph A, 2 of this Article, and not the wage rates for such employees in effect on January 1, 2017. The wage rates for categories B and C are the wage rates for those categories of employees in effect on January 1, 2017.

- Level I Minimum Hire Rate (Hire Rate may exceed the minimum at CJE’s discretion)
- To Level II 1 + Years of Service
General Increase + \$0.20 Longevity Increase
- To Level III 3 + Years of Service
General Increase + \$0.20 Longevity Increase

To Level IV	5 + Years of Service General Increase + \$0.20 Longevity Increase
To Level V	10 + Years of Service General Increase + \$1.00 Longevity Increase

All longevity increases will be effective on the January 1 following the employee's anniversary date.

Employees on the payroll as of December 31, 1992 will be "red circled" at their current rates, will not receive any longevity increases per the above schedule, and will receive only the general increases.⁴

⁴ Any employee hired in, at, or transferred into a Level higher than Level I and paid at the higher rate of that Level based on past experience shall not be eligible for any longevity increase based on their seniority, if any, until they have actually been employed in such position for the period of time required to reach the Level next higher than the Level into which the employee was hired or transferred into.

c. **Special Provisions for Hourly Paid Employees:**

i. Employees who are furnished uniforms by CJE are required to wear the uniforms furnished by CJE. Employees for whom CJE does not furnish uniforms are required to wear uniforms that are color-coded or otherwise differentiated based on job position, department, or other work/resident care factor as determined by CJE. Before implementing such requirements for any group of such employees, CJE will notify those employees of the requirements and the effective date, and will give those employees an allowance of thirty-five dollars (\$35.00) added to a regular pay check in sufficient time for them to purchase conforming uniforms before the effective date of the requirements. Such employees who comply with those requirements shall be given a uniform allowance of thirty-five dollars (\$35.00) added to a regular paycheck each six (6) months. Such employees who do not comply will receive no uniform allowance and will be subject to discipline under the Agency's disciplinary rules. All CJE employees who are required to wear safety shoes shall be provided one (1) pair only per year at CJE's expense.

ii. Employees shall be paid every two (2) weeks; paychecks will be made available for second and third shifts at the earliest possible time, on pay day.

iii. Employees shall receive four (4) hours pay if they report for work on a regularly assigned work day and work is not available for them, unless they were given sufficient notice not to come to work. Employees who report to work more than thirty (30) minutes late without having a valid reason and without having provided timely notice that they would be tardy in advance shall not receive any pay if their shift or assignment has been reassigned or cancelled.

iv. The wage rates for "Dining Service Associates" specified and other provisions in Subparagraph 6a, above, shall be applicable to all Dining Service Associates employed in CJE's Weinberg Community for Assisted Living Program who are hired on or after January 1, 2002. The wage rates for "Resident Assistant" set forth and other provisions in Subparagraph 6b, above, shall apply to all Dining Service Associates employed in the Weinberg program who were hired before January 1, 2002. The provisions of this Subparagraph 6c.iv are not applicable to Dining Service Associates employed at any other CJE facility or location or in any other CJE program.

G. All employees who are eligible for a perfect attendance bonus under Paragraph C, 2 of this article shall be entitled to a perfect attendance bonus of one hundred dollars (\$100.00) for each full calendar year in which they have perfect attendance.

ARTICLE XXX –UNION MANAGEMENT COOPERATION

A. **Individual Agency-Union Committees.** If either party requests, a joint Agency-Union Committee of each Agency shall meet on a monthly basis during regular business hours, or more frequently if mutually agreed, to address matters of concern to employees of a specific Agency, including but not limited to staffing and premises security issues. The Agency shall be represented by its Head of Human Resources and no more than two (2) other members of management whom the Agency deems necessary to address the items on the Agenda for a meeting. The Union shall designate a Union representative and/or officer and no more than three (3) employees whom the Union deems necessary to address the items on the Agenda for the meeting. Subject to agreement by the parties, each party may bring an additional equal number of representatives to the meeting. Employees so designated by the Union shall suffer no loss of pay for time spent in a meeting. The committee will make a good faith effort to resolve any issues.

B. **Agendas.** The parties shall exchange written agenda items for the meetings described in Paragraph A at least one (1) week before a scheduled committee meeting. Neither party shall be required to address any subject that has not been placed on the agenda in writing as required by this Article unless they mutually agree.

ARTICLE XXXI – HEALTH AND SAFETY

A. The Agencies are responsible for providing safe and environmentally healthy workplaces in accordance with applicable local and state codes and OSHA standards.

B. Workplace health and safety concerns shall be an appropriate subject for an Individual Agency-Union Committee as set forth in Article XXX, but specific injuries which are the subject of worker's compensation claims shall not be a subject of these meetings. The Individual Agency-Union Committee may recommend that a safety or health concern should be further addressed. In that event, the Chief Executive Officer or their designee shall confer with an appropriate consultant within or outside the Agencies. The Agency shall notify the Committee members that a consultant has been contacted, and the members of the Committee shall have an opportunity to meet with or to provide the consultant with information. The Chief Executive Officer or their designee shall report to the Individual Agency-Union Committee on the results of the consultant's investigation and the actions to be taken, if any, based on the results of the investigation.

C. The Agencies and Union understand and agree that the nature of some clients of the Agencies and some of the services provided to such clients by employees who serve them may expose such employees to safety or health risks. The Agencies and Union further understand and agree that the Agencies have an obligation to serve such clients while at the same time attempting to reduce such possible risks to such employees. Accordingly, the Agencies and Union agree as follows: If an employee believes that they have suffered an injury as a result of a client's conduct, or have been exposed to a communicable disease from contact with a client, or placed in danger

of physical harm by a client, the employee shall report the matter to their immediate supervisor. If the employee's supervisor or manager has not provided a reasonable response, the employee or a Union Representative or a Union Steward may report the matter to the Agency's Head of Human Resources. If the employee wants to make such a report, it must be made at the first opportunity after the immediate supervisor's response. The Head of Human Resources will direct an appropriate investigation to be conducted, and based thereon, the Agency will take appropriate action, if any is needed, consistent with the Agency's obligations to both the client and the employee. No protected health information or any other confidential information concerning the client shall be divulged by the employee or the Agency to the Union, its Representative or a Union Steward, or any other entity or person in violation of any law, regulation or Agency policy in connection with the incident, the investigation, any related discussions, or any proceedings under this Agreement. Nothing contained in this Paragraph C alleviates or is intended to alleviate the employee from reporting any work-related injury or illness for Workers' Compensation purposes as required by Article XX of this Agreement.

ARTICLE XXXII – MISCELLANEOUS PROVISIONS

A. Bulletin Boards, Employee Roster and Email.

1. A bulletin board specifically designated for Union notices shall be provided in every building where bargaining unit employees are assigned, except for buildings in which the Agency does not own, operate or control the worksite, or in JCFS residential facilities. Such bulletin boards shall be at least 2 feet by 3 feet, and shall be placed at locations which are frequented by employees and where they will be readily visible to employees in the room or locations where they are placed. Political notices shall not be placed on bulletin boards designated for Union notices.

2. Agencies shall provide the Union with a roster of the current employees in the bargaining unit on the first business day of each month. The rosters will contain, for each employee in the bargaining unit, the job title, location, rate of pay, start date, home address, primary telephone number provided to the Agency and the employee's work email address, if any. If an employee on the roster asks the Agency or Union to no longer receive Union communications, the Agencies shall notify the Union of, and the Union will honor, any such request.

3. Emails sent by the Union to work addresses must be in a format agreed upon by the parties and contain only information pertaining to routine and non-adversarial union operations, including meetings, officer elections, social gatherings and other member engagement opportunities, membership benefits, and contact information for union officials. No email communication from the Union to such employees shall contain any inappropriate content, including, but not limited to, content of a political nature, confidential information, defamatory statements about any individual or organization, or information that would constitute an invasion of privacy of any individual or any material that is not routine or that is adversarial. Any e-mails of a non-routine or adversarial nature that the Union wants to send to work addresses must be provided in advance to the Head of Human Resources of each Agency that employs the employees to whom the Union proposes to send such e-mails, and each such Head of Human Resources shall have the right to approve or disapprove of any such e-mails. In the event of doubt, the Union will use this procedure. The Union understands and agrees that if it sends any such employee an email

in violation of this Paragraph, or without approval of the Head of Human Resources of the Agency of the employees to whom it was sent, the Agencies shall have the right to block or otherwise cut-off the Union's ability to send emails to all such employees. Review by employees of email sent by the Union pursuant to this paragraph during their working time shall not be a violation of Article VIII of this Agreement; provided, however, that any further communication between an employee and the Union or other employees related to or resulting from such an email must be conducted on non-working time in accordance with Article VIII.

B. Emergency Space. Space will be provided where practicable at every building or facility for use in emergency and to provide a place for employees who are ill to lie down in private.

C. Employees employed by an Agency (the "Assigning Agency") who are assigned to work at a facility owned or occupied by another Agency (the "Assignee Agency") are subject to all laws and government regulations applicable to employees of the Assignee Agency at the facility where they are assigned. Should an employee of the Assigning Agency be disqualified from working at a facility of the Assignee Agency as a result of such laws or regulations, the Assigning Agency shall reassign the employee to a similar position for which the employee is qualified at another facility if vacant. If such position is not vacant, the Assigning Agency may terminate the employee.

D. Pro-Ration of Benefits. JUF professional and program staff and clerical employees who were on the payroll as of December 31, 1992 and who are scheduled to work at least 949 hours or fifty percent (50%) or more of a calendar year, but less than a full-time year for such employees of 1,898 hours; professional and program staff (except CJE RNs and LPNs) and clerical employees of all other Agencies who were on the payroll as of December 31, 1992 and who are scheduled to work at least 975 hours or fifty (50%) percent or more of the calendar year, but less than a full-time year of 1,950 hours; and CJE RNs and LPNs and all hourly employees who were on the payroll as of December 31, 1992 and who are scheduled to work at least 1,040 hours or fifty (50%) percent of the calendar year, but less than a full-time year of 2,080 hours, shall receive paid personal time and other paid leaves, except for paid sick leave, on a pro-rata equivalent to the percent of time worked per year. Eligibility of such employees for paid sick leave shall be governed by the provisions of Article XV, Paragraph C, 2 of this Agreement. Insurance for such employees shall be governed by Articles XVII and XVIII. Eligibility for and entitlement to severance pay shall be governed by Article XIX. JUF professional and program staff and clerical employees who were on the payroll as of December 31, 1992 and who are scheduled to work at least 759 hours or forty percent (40%) or more of a calendar year, but less than 949 or fifty percent (50%) of the calendar year; professional and program staff (except CJE RNs and LPNs) and clerical employees of all other Agencies who were on the payroll as of December 31, 1992 and who are scheduled to work at least 780 hours or forty percent (40%) but less than 975 hours or fifty (50%) percent of the calendar year; and CJE RNs and LPNs and all hourly employees on the payroll as of December 31, 1992 and who are scheduled to work at least 832 hours or forty percent (40%) but less than 1,040 hours or fifty percent (50%) of the calendar year, shall not receive insurance benefits or pro-rata paid personal time, other paid leaves (except for paid sick leave if eligible under Article XV, Paragraph C, 2), or other monetary fringe benefits under this Agreement, but shall be entitled to negotiated wage increases and all other provisions of this Agreement. Eligibility for participation in FERST shall be governed by the Plan Document.

JUF professional and program staff and clerical employees who were hired on or after January 1, 1993 and who are scheduled to work at least 1,139 hours or sixty percent (60%) or more of a calendar year, but less than a full-time year for such employees of 1,898 hours; professional and program staff (except CJE RNs and LPNs) and clerical employees of all other Agencies who were hired on or after January 1, 1993 and who are scheduled to work at least 1,170 hours or sixty percent (60%) percent or more of the calendar year, but less than a full-time year of 1,950 hours; and CJE RNs and LPNs and all hourly employees who were hired on or after January 1, 1993 and who are scheduled to work at least 1,248 hours or sixty percent (60%) percent of the calendar year, but less than a full-time year of 2,080 hours, shall receive paid personal time and other paid leaves, except for paid sick leave, on a pro-rata equivalent to the percent of time worked per year. Eligibility of such employees for paid sick leave shall be governed by the provisions of Article XV, Paragraph C, 2 of this Agreement. Insurance for such employees shall be governed by Articles XVII and XVIII. Eligibility for and entitlement to severance pay shall be governed by Article XIX. JUF professional and program staff and clerical employees who were hired on or after January 1, 1993 and who are scheduled to work at least 759 hours or forty percent (40%) or more of a calendar year, but less than 1,139 or sixty percent (60%) of the calendar year; professional and program staff (except CJE RNs and LPNs) and clerical employees of all other Agencies who were hired on or after January 1, 1993 and who are scheduled to work at least 780 hours or forty percent (40%) but less than 1,170 hours or sixty percent (60%) percent of the calendar year; and CJE RNs and LPNs and all hourly employees hired on or after January 1, 2013 and who are scheduled to work at least 832 hours or forty percent (40%) but less than 1,248 hour or sixty percent (60%) of the calendar year, shall not receive insurance benefits or pro-rata paid personal time, other paid leaves (except for paid sick leave if eligible under Article XV, Paragraph C, 2), or other monetary fringe benefits under this Agreement, but shall be entitled to negotiated wage increases and all other provisions of this Agreement, except as otherwise specifically provided for CJE Flexible In-Home Service Workers. Eligibility for participation in FERST shall be governed by the Plan Document. New employees will not be hired on or after January 1, 1993 with the intention of displacing employees on the payroll as of December 31, 1992 in order to eliminate their entitlement to benefits.

E. All jobs funded under federal legislation are to be in addition to those that would be funded by the Agencies in the absence of assistance under that legislation. All jobs so funded in each job category shall in no way infringe upon the promotional opportunities which would otherwise be available to persons regularly employed by the Agencies in jobs not so subsidized, and no job will be filled other than an entry-level position in each job category until appropriate personnel procedures and this Collective Bargaining Agreement have been complied with.

F. Job descriptions of all positions within the bargaining unit, where available, will be provided to the Union upon written request. The Agencies will provide the Union with a copy of any new job description and any modified job description which the Agencies plan to implement.

G. The Agencies may contribute to tuition costs incurred by employees who have completed their probationary period, or any extension thereof, for courses taken to enhance their skills relevant to the work of their Agency.

H. **Savings Clause.** It is the intent of the parties hereto to abide by all applicable federal and state laws covering the subject matter of this Agreement. Should any provision or

provisions of this Agreement be determined to be contrary to any such federal or state law, all other provisions of this Agreement shall remain in full force and effect, and substitutes for the invalidated provisions shall be immediately negotiated.

I. CJE In-Home Service Workers I and II shall be entitled to paid personal time as limited by the provisions of Article XVI specifically applicable to them. CJE In-Home Service Workers shall not be entitled to participate in FERST. Except as so limited, CJE In-Home Service Workers shall be entitled to all other monetary fringe benefits of employment under this Agreement on the same terms and conditions as all other employees and the negotiated wage rates provided for in this Agreement. CJE Flexible In-Home Service Workers shall not be entitled to participate in FERST and shall not be entitled to any other monetary fringe benefits of employment to which any other employees may be entitled, except for their negotiated wage rates provided in this Agreement. Nothing in this Paragraph I is or is intended to deprive the CJE In-Home Service Workers I and II and CJE Flexible In-Home Service Workers of benefits that are mandated by law, e.g. unpaid FMLA leave if eligible, or workers' compensation benefits or unemployment compensation benefits to which they are entitled under applicable law.

J. A professional employee who is required by an Agency to become a Licensed Clinical Social Worker, Licensed Social Worker, or Licensed Professional Clinical Counselor and who does not have the required license(s) will be given one-half (1/2) day off with pay to study for the required license examination and one (1) day off with pay to take the examination. This time off will be granted once during an employment with the Agencies. The arrangement for this time off for study shall be mutually agreed where possible. Such employees are required to maintain their own information in an accurate and timely fashion in the CAQH clearinghouse if requested by the Agency to do so.

K. The Agencies shall reproduce this Agreement in booklet form that is mutually acceptable, in sufficient numbers to allow for distribution thereof to the entire bargaining unit and members of supervision and management as well as such additional copies as may be needed from time to time for new hires. This reproduction will be made by a union print shop, if available. The cost of such reproduction for booklets for the bargaining unit and for new hires shall be shared equally by the Agencies and the Union. The Agencies shall bear the cost of reproduction for members of management and supervision. The booklets shall be distributed to all bargaining unit employees no later than six (6) weeks after this Agreement has been fully executed subject to the following provisions of this paragraph. Provided that the Union prepares a timely draft for review by the Joint Personnel Committee's attorney or other designee of an addendum to this Agreement containing a summary by Agency of those provisions that are specific to that Agency, such summary will be included in the booklet. Such summary will not include provisions that are common to more than one Agency. If a draft of such summary is not prepared by the Union in sufficient time for review by the Joint Personnel Committee's designee or there are revisions that need to be made in it to finalize it and it is not finalized before said six (6) weeks as a result, the time for the production of the booklets and their distribution will be extended if the Agencies and the Union mutually agree. If the Agencies and Union cannot agree on such an extension, the Agencies shall produce and distribute the booklets without said summary.

L. Upon written request to the Head of Human Resources or their designee, an employee may inspect their personnel file at any time mutually acceptable to the employee and the

Agency. That personnel file shall contain any personnel documents which are, have been, or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except (1.) those documents which are excluded from disclosure by Section 10 of the Illinois Personnel Records Review Act; (2.) witness statements that the Agency maintains are confidential; (3.) contemporaneous or near contemporaneous notes made by an Agency supervisor or manager to record their recollection of events and which are not distributed to any other person; (4.) any documents otherwise privileged from disclosure by law; and (5.) medical information which is required by law to be maintained in a separate file. In the event that the Agency has documents pertaining to an employee that it believes are excepted from disclosure under this Section, it shall, if specifically asked by the employee, indicate that such documents exist and state the exception which it believes applies, except in the case of (3.) above where the Head of Human Resources is unaware of the existence of such notes. Nothing in this Paragraph is intended to deny an employee or the Union their right to request and obtain information as provided by the law.

Employees may annually obtain one copy of all or part of their personnel file, and thereafter may obtain additional copies by paying a fee which shall be determined by the actual cost to the Agency.

M. If an Agency has a reasonably based belief that an employee or group of employees has engaged in the theft of property belonging to the Agency, a client or resident or other employee or that an employee has engaged in any maltreatment, abuse or neglect of a client or resident and the Agency decides to use hidden surveillance equipment to investigate its belief, it shall notify the Union's representative assigned to the Agency. The Agency shall provide the Union representative with the information that it has to support its belief in confidence. At the request of the Union representative, the Agency representative shall meet to discuss said information. The identity of witnesses requesting confidentiality will not be disclosed unless and until disciplinary action against the suspected employee(s) has been taken and the Union requests arbitration with respect thereto. The Union representative shall maintain the confidentiality of such information but may share it internally with other Union officers or representatives who shall also maintain the confidentiality of such information. In no case may the Union representative or other Union officer, legal counsel, or other agent discuss or disclose to any employee of any of the Agencies, including Union Stewards, anything about the investigation while it is pending and unless the Agency decides to discipline the employee(s) and so informs the Union. Hidden surveillance equipment shall not be installed in restrooms or other areas where the use of such equipment would constitute an invasion of employees' personal privacy. Such equipment will be used only as long as is necessary to complete the investigation of the matter for which it has been installed, but in no case longer than thirty (30) calendar days, which may be extended by an additional thirty (30) calendar days after consultation with the Union. Any objections to the use of such equipment by the Union and any documentation in support of those objections shall be recorded in the minutes of any meeting between the Agency representatives and the Union representative and in the Agency's file of the investigation. Only such conduct recorded on such equipment that constitutes a Category III or Category IV work rule violation will give rise to disciplinary action; provided however, that nothing contained in this limitation is intended to limit disciplinary action of any type for just cause based on any other evidence. Nothing in this subsection shall be read to prevent an Agency from installing hidden surveillance equipment prior to a meeting or discussion with the Union.

N. The Agency shall have the right to conduct fitness for duty examinations of employees when it has a reasonably based belief that an employee is unable to perform any of their job duties without endangering the safety, health or well-being of clients or residents. The Agency's exercise of these rights will be in accordance with the Americans with Disabilities Act and all other applicable laws.

O. In the event that the Agency or its payroll service makes an error in computing an employee's time worked or absences that result in the employee's paycheck for that pay period being shorted by four (4) hours or more, the Agency will issue the employee a check for the shortage no later than three (3) business days after discovery of the shortage. The provisions of this Paragraph P do not extend to or apply to paycheck shortages that result from an employee's error in failing to properly clock in or out or any other failure by an employee to properly record their time worked or absences as required by Agency policy. Such errors by an employee that result in a paycheck shortage will be paid on the pay day for the next regular pay period after the error has been properly reported by the employee to the Agency.

P. **Temporary Facility Closing.** In the event that an Agency facility is temporarily closed (five days or less) due to severe weather or other major disruption that renders the facility non-operational, no loss of pay or benefits shall occur. For all agencies except CJE, should a facility remain open during severe weather or other major operational disruption, employees scheduled to work shall have the choice of taking paid personal time or unpaid time or, if approved by their supervisor, working from home. For CJE, if the Agency has declared an Inclement Weather Workday, per CJE's Inclement Weather Policy, employees unable to come to work shall have the choice of taking paid time off or unpaid time or, if approved by their supervisor, working from home. Management reserves the right to assign staff to work at another facility if needed. This paragraph does not apply to certain employees who Management determines are expected to work based on their duties or responsibilities at the facility.

ARTICLE XXXIII – DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing January 1, 2020, to and including December 31, 2022, and shall be automatically renewed from year to year thereafter unless either party gives to the other party written notice of its desire to terminate or modify this Agreement at least ninety (90) days prior to December 31, 2022 or at least ninety (90) days prior to any subsequent anniversary date thereafter.

IN WITNESS WHEREOF, Parties have executed this Agreement on the _____ day of _____, 2020.

THE JOINT PERSONNEL COMMITTEE

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 73

By: _____
Marc Roth
Chair, Joint Personnel Committee

By: _____
Dian Palmer
President

By: _____
Jim Rosenberg
Chief of Staff
Jewish Federation of Metropolitan
Chicago

By: _____
Shea Marshall
Director

By: _____
Louis A. Lazovsky
Vice President, Human Resources
Jewish Federation of Metropolitan
Chicago

By: _____
Andrew Yale
Organizer

By: _____
Howard L. Mocerf
Attorney for the Joint Personnel
Committee

By: _____
Kenyatta Brand
Council for Jewish Elderly (Long-Term
Care)

By: _____
Carrie Carter
Jewish Community Centers of
Chicago

By: _____
Sean Elliott
Jewish Community Centers of Chicago

By: _____
Lillian Gecker, Chief Steward
Jewish Child and Family Services

By: _____
Paola Gomez
Jewish Community Centers of Chicago

By: _____
Isabel Gregersen
Jewish Child and Family Services

By: _____
Leora Mincer
Jewish Child and Family Services

By: _____
Marc Robinson
Council for Jewish Elderly
(Transportation)

By: _____
Sarah Zimmerman
Jewish Child and Family Services

APPENDIX A

JEWISH FEDERATION OF METROPOLITAN CHICAGO

AFFILIATED AGENCIES

2020 COMMUNITY PROGRAMS HOLIDAY SCHEDULE

L - New Year's Day	Wednesday, January 1
R - Passover - 1st day*	Thursday, April 9
2nd day	Friday, April 10
7th day	Wednesday, April 15
8th day	Thursday, April 16
L - Memorial Day	Monday, May 25
R - Shavuot - 1st day	Friday, May 29
2nd day	Saturday, May 30
L - Independence Day	Friday, July 3
L - Labor Day	Monday, September 7
R - Rosh Hashanah – 1st day*	Saturday, September 19
2nd day	Sunday, September 20
R - Yom Kippur*	Monday, September 28
R - Succoth - 1st day	Saturday, October 3
2nd day	Sunday, October 4
8th day (Shemini Atzeret)	Saturday, October 10
Last day (Simchas Torah)	Sunday, October 11
L – Thanksgiving Day	Thursday, November 26
Day After Thanksgiving (not applicable to CJE)	Friday, November 27
L – Christmas Day	Friday, December 25

Legend:

L = Legal holiday

R = Religious holiday

* = The Jewish Federation Building will close at 3:00 p.m. the afternoon prior to the observed religious holiday.

JEWISH FEDERATION OF METROPOLITAN CHICAGO

AFFILIATED AGENCIES

2021 COMMUNITY PROGRAMS HOLIDAY SCHEDULE

L - New Year's Day	Friday, January 1
L – Martin Luther King Jr. Day	Monday, January 18
R - Passover - 1st day	Sunday, March 28
2nd day	Monday, March 29
7th day	Saturday, April 3
8th day	Sunday, April 4
R - Shavuot - 1st day	Monday, May 17
2nd day	Tuesday, May 18
L - Memorial Day	Monday, May 31
L - Independence Day	Monday, July 5
L - Labor Day	Monday, September 6
R - Rosh Hashanah – 1st day*	Tuesday, September 7
2nd day	Wednesday, September 8
R - Yom Kippur*	Thursday, September 16
R - Succoth - 1st day	Tuesday, September 21
2nd day	Wednesday, September 22
8th day (Shemini Atzeret)	Tuesday, September 28
Last day (Simchas Torah)	Wednesday, September 29
L – Thanksgiving Day	Thursday, November 25
Day After Thanksgiving (not applicable to CJE)	Friday, November 26
L – Christmas Day	Friday, December 24

Legend:

L = Legal holiday

R = Religious holiday

* = The Jewish Federation Building will close at 3:00 p.m. the afternoon prior to the observed religious holiday.

JEWISH FEDERATION OF METROPOLITAN CHICAGO

AFFILIATED AGENCIES

2022 COMMUNITY PROGRAMS HOLIDAY SCHEDULE

L - New Year's Day	Friday, December 31
L – Martin Luther King Jr. Day	Monday, January 17
R - Passover - 1st day*	Saturday, April 16
2nd day	Sunday, April 17
7th day	Friday, April 22
8th day	Saturday, April 23
L – Memorial Day	Monday, May 30
R - Shavuot - 1st day	Sunday, June 5
2nd day	Monday, June 6
L - Independence Day	Monday, July 4
L - Labor Day	Monday, September 5
R - Rosh Hashanah – 1st day*	Monday, September 26
2nd day	Tuesday, September 27
R - Yom Kippur*	Wednesday, October 5
R - Succoth - 1st day	Monday, October 10
2nd day	Tuesday, October 11
8th day (Shemini Atzeret)	Monday, October 17
Last day (Simchas Torah)	Tuesday, October 18
L – Thanksgiving Day	Thursday, November 24
Day After Thanksgiving (not applicable to CJE)	Friday, November 25
L – Christmas Day	Monday, December 26

Legend:

L = Legal holiday

R = Religious holiday

* = The Jewish Federation Building will close at 3:00 p.m. the afternoon prior to the observed religious holiday.

APPENDIX B

The non-B.A. program staff positions covered by Article II, Paragraph B.2 are as follows:

<u>AGENCY</u>	<u>POSITIONS</u>
CJE	Life Enrichment Worker/Activity Worker hired before 1/1/20
CJE	Program Aide, ADS
CJE	Program Service Aide
CJE	Transportation Coordinator
CJE	Program Support Specialist
JCFS	Vocational Trainer
JCFS	Respite Worker
JCFS	Vocational Case Manager
JCFS	Individual Support Person
JCC	Daycare Teacher Aide
JCC	Program Coordinator

In the event that any Non-B.A. positions that were listed on Appendix B of the parties' collective bargaining agreement that expired on December 31, 2019 are restored during the term of this Agreement, the Agency will notify the Union and treat any such position as included in Appendix B of this Agreement as though Appendix B were specifically modified to include any such positions.

APPENDIX C

DRUG AND ALCOHOL AGREEMENT

This Agreement is made and entered into as of the 1st day of January 2020 by and between the Joint Personnel Committee, representing Jewish Child and Family Services (d/b/a JCFS Chicago), Jewish Community Centers of Chicago (d/b/a JCC Chicago), Council for Jewish Elderly (d/b/a CJE SeniorLife), Jewish United Fund of Metropolitan Chicago and JFMC Facilities Corporation (the “Agency” or “Agencies”) and Service Employees International Union Local 73, CTW (the “Union”).

WITNESSETH:

WHEREAS, the collective bargaining agreement between the parties stipulates that the Agencies and the Union are committed to an alcohol and drug free workplace; and

WHEREAS, the Union, as the exclusive collective bargaining representative of a bargaining unit of the Agencies’ employees, has the right and responsibility to protect their legitimate rights under the parties’ collective bargaining agreement but also recognizes the employees’ responsibilities to the Agencies’ clients and property and to other employees; and

WHEREAS, the parties agree that an employee’s possession, sale, purchase, manufacture, dispensing, use, or being under the influence of alcohol or drugs while at work jeopardizes the service to and in some instances the safety and lives of the Agencies’ clients and their property and other employees; and

WHEREAS, the parties wish to respond jointly to the potential problems raised by the possession or use of alcohol and drugs by the Agencies’ employees and desire to enact fair procedures with specific guidelines concerning possession of alcohol and drugs and for testing for employees’ use or being under the influence thereof for the purposes of increasing safety, providing for discipline and fostering rehabilitation of employees with dependency problems;

NOW, THEREFORE, it is mutually agreed by and between the Agencies and the Union as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth:

A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl alcohol.

B. Agency Premises: Agency offices, work locations, desks, lockers, all buildings and grounds, parking lots, vehicles (including employees’ and any Agency vehicles or other vehicles used by employees) located on Agency premises or wherever located when used on Agency business, and other buildings, work locations and other facilities of other Agencies and any other buildings or property, wherever located, in which employees enter as part of their duties as

employees. For impairment as a result of the use of any cannabis products, Agency premises also include the period of time when an employee is scheduled with at least 24 hours' notice to be on standby or scheduled to work.

C. Drugs: This term means any substances, which have not been prescribed by a physician, within the general classes of drugs commonly described as amphetamines, barbiturates, benzodiazepine, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine (PCP) and propoxyphene.

D. Good Faith Belief: Means any of the following circumstances:

1. A belief based on articulable observations (1) sufficient to lead a prudent supervisor or other member of management, who has received a relevant course of instruction or training, to suspect that an employee is under the influence of Alcohol or Drugs (e.g. slurred speech, alcohol on breath, glassy eyes, inability to walk in a straight line) during working hours or while on Agency Premises; or (2) such a belief sufficient to lead such a supervisor or other member of management to suspect that an employee or group of employees is or has been in possession of or has used Alcohol or Drugs during working hours or while on Agency Premises (e.g. the smell of marijuana, the discovery of alcohol or drug containers or of drug paraphernalia in an area used or recently evacuated by employees, employees passing a "cigarette" between them, furtive conduct which suggests the recent disposal of Alcohol or Drugs or drug paraphernalia).

2. In the case of testing for alcohol, following an accident involving an employee where there has been, or the Agency has a Good Faith Belief that there has been, an injury to any person or property damage in excess of \$1,000. In the case of drug testing, following injury to any person or property damage in excess of \$1,000.00 where the Agency has a Good Faith Belief that drug use is likely to have contributed to the incident, except where drug testing is otherwise required by applicable federal or state law or regulation.

E. Refusing to Submit to a Good Faith Belief Alcohol and/or Drug Test: An employee refuses to submit to an alcohol and/or drug test when:

1. The employee refuses to submit to Good Faith Belief testing requested by the Agencies, refuses to sign the Authorization for Release of Report of Alcohol Test Results and Medical Review Officer's Drug Test Report, appended as Attachment B, refuses to complete and sign any consent to test and chain of custody forms and/or other forms required by the specimen collection facility, laboratory or the Agencies' designated Medical Review Officer ("MRO"), refuses to cooperate with the instructions of the facility's staff or refuses to answer any of its or the Agency's MRO's questions, or engages in other conduct that unduly delays or clearly obstructs the testing process including the refusal or failure to provide a second specimen under supervision if requested to do so; or

2. The employee fails to provide adequate breath for Alcohol testing as required by these policies, without valid medical explanation, after they have been informed by the Agency of the requirement for such breath testing in accordance with these policies; or

3. The employee fails to provide an adequate urine sample for Drug testing as required by these policies, without a genuine inability to provide a specimen (as determined by

medical evaluation), after they have been informed by the Agency of the requirement for such urine testing in accordance with these polices; or

4. The specimen given by the employee has been diluted, adulterated or substituted.

II. PROHIBITED EMPLOYEE CONDUCT AND DISCIPLINE

The following conduct shall constitute grounds for immediate discharge of an employee for just cause under the parties' collective bargaining agreement:

A. Possessing, manufacturing, selling, purchasing, dispensing, or using of Alcohol or Drugs during working hours or while on Agency Premises;

B. Being under the influence of Alcohol or Drugs during working hours or while on Agency Premises;

C. Refusing to sign the Policy for Alcohol and Drug Testing appended hereto as Attachment A;

D. Refusing to Submit to a Good Faith Belief Alcohol and/or Drug Test, as defined above; or

E. Failing to notify the Agency of any criminal drug statute conviction for a violation occurring while on Agency Premises or during working hours no later than five (5) days after such conviction.

Provided, however, that if the employee informs the Agency that they have an alcohol or drug dependency issue before committing a first violation of the rule set forth in Paragraph B of this Section II, the employee shall be offered the opportunity to participate in an appropriate, legitimate, supervised alcohol or drug rehabilitation or counseling program through the Jewish Federation Employee Assistance Program or such other legitimate, supervised program. If the employee agrees to participate in such program, they shall do so on their own time and at their own expense, except to the extent covered by insurance. The employee shall require the provider to submit to the Agency a letter stating that they have enrolled in such program or counseling, which letter shall specify whether the employee may safely work while in the program, whether in-patient care is required and the anticipated completion date of the treatment. If the provider determines that in-patient care is required or that the employee cannot work safely while in the program, the employee will be placed on medical leave or FMLA leave of absence pending successful completion of the program subject to the parties' collective bargaining agreement and Agency policies governing such leaves. The employee shall require the provider to submit to the Agency periodic written reports attesting that the employee continues to be enrolled in the program and is cooperating with the programmatic goals and timetables established by the provider. Upon completion of the program, the employee shall require the provider to submit to the Agency a letter attesting that they have successfully completed the program. The employee shall execute a written consent to the submission of such letters and reports from the provider to the Agency in the form appended hereto and made part hereof as Attachment C. If the employee refuses to execute such consent, or if the Agency does not receive the letters and reports specified herein and in Attachment

C, or if the Agency is advised by the provider that the employee is not cooperating, or if the employee does not successfully complete the program as determined by the provider, or if, after completing the program, the employee is found guilty of any second offense involving possession, manufacture, purchase, sale, dispensing, use or being under the influence of Alcohol or Drugs on Agency Premises or during working hours, the employee will be discharged, which discharge shall constitute discharge for just cause under the parties' collective bargaining agreement.

III. ALCOHOL AND DRUG TESTING

A. If the Agency determines that there is a Good Faith Belief that an employee is in possession of or has used, manufactured, sold, purchased, dispensed, possessed or is under the influence of Drugs and/or Alcohol during working hours or while on Agency Premises, the Agency shall have the right to request that the employee submit to urinalysis Drug and/or breathalyzer Alcohol testing. In determining Good Faith Belief, the Agency may consult with the appropriate Union Steward for advice, if feasible under the circumstances, but management's decision shall be controlling, subject to the Union's right to grieve and arbitrate whether there was Good Faith Belief.

B. An employee who is notified that they are to be tested will be directed to proceed or will be taken, at the Agency's discretion, to a specimen collection facility designated by the Agency. The employee must complete all forms, answer all questions and follow all instructions required by the facility. The Agency will notify the Union whenever any employee is to be tested under this Agreement; provided, however, that the validity of such test results shall not be affected if said notice is given after the employee has been sent or taken for testing.

C. Alcohol Testing: There are two tests for Alcohol concentration. Both are breath tests using evidential breath testing (EBT) devices. The first test is a screening test. A test showing less than 0.02 Alcohol concentration will be considered a negative test result. If the screening test produces an Alcohol concentration of 0.02 or greater, a secondary confirmatory test will be conducted.

D. Drug Testing:

1. Employees who are required to be tested for Drugs will be required to give a urine specimen. The specimen will be sent by the specimen collection facility to a laboratory certified by the specimen collection facility to perform controlled substances testing.

2. There are two tests. The first test is a screening test. If that test produces a negative result, no further testing of the specimen will be done. If the screening test yields a positive result, a confirmatory test will be performed on the specimen.

3. The laboratory test report will be sent to the Agency's designated MRO who will evaluate and report the test result to the Agency's Head of Human Resources. In the event that the laboratory test result of the employee's specimen is positive, before the test result will be reported to the Agency as positive for Drugs, the employee will be given the opportunity to speak with the Agency's MRO and demonstrate that there was a legitimate medical explanation for the positive test result. If the MRO determines that a legitimate medical reason does exist, the test result will be reported to the Agency as "negative." If the MRO determines that a legitimate

medical reason does not exist, the test result will be reported to the Agency as “positive.” If the MRO is unable to contact the employee after reasonable attempts within three (3) business days from receipt of laboratory results, the MRO will contact the Agency’s Head of Human Resources for assistance. The Head of Human Resources, in turn, will make all reasonable efforts to contact the employee and document such efforts. Pending contact with the employee, the employee will be placed on medically unqualified status. The MRO will report an apparent confirmed positive test result as positive if:

a. The employee expressly refuses the opportunity to discuss the test with the MRO; or

b. The employee has not contacted the MRO after five (5) days have passed from the MRO contact with the Head of Human Resources, whether or not the Head of Human Resources has been successful in contacting the employee with instructions to contact the MRO.

4. In the event that the test result of an employee’s urine specimen is verified positive by the MRO, the employee will be advised by the MRO that they have 72 hours to request that the MRO send their specimen to a second, certified laboratory for analysis, at the employee’s expense. Pending the outcome of this additional analysis, the employee will continue placement under medically unqualified status.

E. Test Results:

1. The MRO will make their test report to the Agency within three (3) business days following the MRO’s review of a negative test for Drugs. Reports of Alcohol tests will be provided by the specimen collection facility as soon as feasible.

2. Within one (1) business day of the Agency’s receipt thereof, it shall transmit a copy of same to the employee and to the Union if the employee has authorized such disclosure to the Union in writing.

F. Status Pending Good Faith Belief Test Results:

Employees tested for Alcohol and/or Drugs based on Good Faith Belief shall be suspended without pay pending the Agency’s receipt of the screening or confirmatory Alcohol test results and/or the MRO’s verified report for Drugs and/or the MRO’s report of any additional analysis requested by the employee under Paragraph D.4 of this Section III, above. If the screening or confirmatory Alcohol test result and/or the MRO Drug test report and/or the report of any additional analysis requested by the employee pursuant to Paragraph D.4 of this Section III, above is/are verified as negative, the employee will be returned to work and receive back pay for all scheduled days and hours of work actually lost. The only exceptions to this policy is in the case of an employee who causes a delay in the completion of the MRO’s report because of their failure to provide the specimen collection facility, the MRO and the Agency with a means to contact them and/or failure to contact the MRO upon notification by the MRO or the Head of Human Resources to do so. In such case(s), the employee will not be paid for lost work time attributable to their own failure to provide such means of contact and/or failure to contact the MRO as requested.

G. Presumptions:

1. Alcohol. An EBT test result which is positive at 0.04 or greater for Alcohol shall constitute a rebuttable presumption that the employee was under the influence of Alcohol during working hours or while on Agency Premises. In order to overcome such presumption in any arbitration proceeding brought by the Union under the parties' collective bargaining agreement, the Union and the employee shall have the burden of persuading the arbitrator by clear and convincing evidence that the employee was not under the influence of Alcohol during working hours or while on Agency Premises.

2. Drugs. An MRO report, based on the valid test results, which is positive for any Drug(s), except for cannabis, shall constitute an irrebuttable presumption that the employee was under the influence of that (those) Drug(s) during working hours or while on Agency property in any arbitration proceeding brought by the Union under the parties' collective bargaining agreement. The test results that yield an MRO report that is positive for Drug(s) shall be presumptively valid in any arbitration. However, the Union may introduce clear and convincing evidence acceptable to the arbitrator to demonstrate the test results were flawed and failed to establish that they validly resulted in a positive for Drug(s).

3. The presumptions set forth in the foregoing Subparagraphs 1 and 2 shall not be construed as limiting the introduction of any other evidence bearing upon the question of whether or not the employee sold, purchased, manufactured, dispensed, used or was under the influence of Alcohol or any Drugs in violation of this Agreement. Nor do said presumptions in any way limit the right of the Agency to take disciplinary action against the employee for any rule violations that may have occurred in addition to any action the Agency may take for an employee's violation of this Agreement.

IV. CONFIDENTIALITY, WAIVER AND ADMISSIBILITY

A. The Agency and the Union shall keep confidential and shall not disclose any documents relating to the testing of employees or their participation in counseling or programs under this Agreement or any information contained therein, except as required by law or in connection with any grievance, claim or cause of action brought by or against the Agency, the Union, the employee or any other person or entity arising from or in any way related to the subject matters covered by this Agreement. The filing of any such grievance, claim or cause of action shall constitute a waiver by the employee of the confidentiality of any such documents and the release of the Agency, the Union and any other person or entity from any confidential obligations imposed by law or this Agreement with respect to any and all such documents.

B. This Agreement, signed policy statement, authorization form, consent and chain of custody forms, MRO reports, EBT test results and letters and reports to and from providers of alcohol or drug counseling or rehabilitation programs referred to herein shall be admissible without the necessity of providing a foundation therefore in any arbitration proceeding between the parties hereto.

V. INCORPORATION WITHIN COLLECTIVE BARGAINING AGREEMENT

This Agreement is specifically incorporated in and made part of the parties' January 1, 2020 bargaining agreement as though set forth in full therein. Any provision of said collective bargaining agreement expressly or impliedly in conflict with the provisions of this Agreement are construed to be subordinate to and to conform with the provisions hereof as concerns the subject matter of this Agreement, but all other terms and conditions of said collective bargaining agreement shall remain unaffected hereby. Further, nothing contained in this Agreement shall affect, alter or amend, supersede or apply to any other drug and alcohol testing procedures and policies employed by any Agency for particular categories of employees which are mandated by any law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above by their duly authorized representatives.

THE JOINT PERSONNEL COMMITTEE

SERVICE INTERNATIONAL UNION, LOCAL
73

By: _____

By: _____

ATTACHMENT A

[NAME OF AGENCY]

POLICY FOR ALCOHOL AND DRUG TESTING

Policy:

Employees whose abilities to work safely and competently are impaired as a result of the use of drugs or alcohol pose a risk to the Agency's clients and their fellow employees. Therefore, it is the Agency's policy to conduct drug and alcohol tests of its employees where there is Good Faith Belief to believe that an employee possessed, manufactured, sold, purchased or dispensed, used or has been working under the influence of alcohol or drugs while at work.

In the event you are tested, you are entitled to a copy of the test result report and your Union, Local 73, is entitled to a copy, if you so authorize.

Refusal to sign this policy, to submit to Good Faith Belief testing, to fill in and sign all forms required by the testing facilities, laboratories and/or the Agency's Medical Review Officer and to cooperate with their procedures, or to sign an authorization permitting release of the test result reports to the Agency is just cause for discharge.

Employees who test positive at certain levels for alcohol or certain commonly abused drugs are subject to discharge for just cause; provided, however, that a positive test result alone for cannabis will not result in discharge without a Good Faith Belief that the employee was impaired. However, in lieu of discharge, first offenders who are guilty of the offense of being under the influence only and not any other violations of the Agency's Drug and Alcohol Agreement with your Union, Local 73 SEIU will be offered the option of participating in an alcohol or drug rehabilitation or counseling program through the Jewish Federation Employee Assistance Program or such other legitimate, supervised program at the employee's own expense except to the extent covered by the employee's group insurance, and to take an unpaid medical leave or FMLA leave of absence, if necessary, under the provisions concerning such leaves in the contract between the Union and the Agency and the Agency's policies. A first offender who successfully completes such program will be reinstated without loss of seniority if they present the Agency with a letter of successful completion or equivalent document from the treatment facility. The Agency shall require certification of enrollment and anticipated completion date and periodic reports from the treatment facility to ensure that the employee is cooperating with the program. The employee shall consent to the disclosure of such information on forms required by the Agency; however, all other information about the employee's participation and progress in the program is confidential. Failure to cooperate with or complete the program or commission of a second offense after successful completion of such a program is just cause for discharge.

Employees who have dependence problems are encouraged to seek counseling or rehabilitation voluntarily.

Nothing in this policy constitutes a waiver of the Union's responsibility to its members under the Union's by-laws or the Union contract with the Agency.

Acknowledgement of Receipt:

I, _____, hereby acknowledge receipt of and understand this policy.

Dated: _____

Signature of Employee

Witness: _____

ATTACHMENT B

[NAME OF AGENCY]

EMPLOYEE'S AUTHORIZATION FOR
RELEASE OF REPORT OF ALCOHOL TEST RESULTS
AND MEDICAL REVIEW OFFICER'S DRUG TEST REPORT

I, _____, hereby authorize any specimen collection facility and/or testing laboratory and/or Medical Review Officer associated with such facility designated by the Agency to provide the Agency with their report concerning the results of any alcohol and/or drug test performed on me. I also authorize the Agency to disclose such reports to Service Employees International Union, Local 73.

YES [] NO []

I understand that this test is a drug and/or alcohol test and that the report of the results of this test will be used by the Agency to determine my continued eligibility for employment and basis for discharge.

I understand that the Agency and/or the Union will keep this information confidential, except if either I, the Union or anyone else brings any claim or action against any entity or person arising out of or in connection with any aspect of the testing procedure or disciplinary action taken against me which relate in any way to such information. In such case, the Agency and/or the Union and/or such other entity or person may use such information in connection with such claim or action.

I understand that I am entitled to receive a copy of this authorization.

Dated: _____

Signature of Employee

Witness: _____

ATTACHMENT C

**CONSENT TO DISCLOSURE OF INFORMATION
CONCERNING TREATMENT FOR ALCOHOL OR DRUG USE**

To: _____

I hereby consent to and request that you provide my Employer, [Agency], Attention: Head of Human Resources, with the following reports concerning my treatment by your facility:

1. A letter or report from you stating my date of enrollment in your treatment program, my anticipated completion date, whether or not you believe I will be able to safely and competently work while in treatment and whether or not you believe I will be required to have in-patient treatment. If it is your opinion that I will not be able to work safely and competently while in out-patient treatment or that in-patient treatment is required, include in your letter the anticipated dates or timeframe of such inability to work and/or such in-patient treatment. If there is any change in the initial treatment program, please provide the above-named person with updates.

2. Weekly letters or reports stating whether to your knowledge I am cooperating with my treatment program and, if I am not, the nature of my non-cooperation.

3. Upon my completion of the program, a letter or report stating whether I have successfully completed it to the best of your knowledge.

The purpose of these letters or reports is to allow my Employer to monitor my progress and successful completion of the treatment program under a "second chance" option available to me under an agreement between my Employer and Union. If my Employer does not receive the letters or reports I am requesting, I will be discharged from employment under that agreement.

The requested letters or reports should be sent to:

[Name of Head of Human Resources]
[Title]
[Address]

Dated: _____

Signature of Employee

APPENDIX D

The list of Agency Websites on the Internet as of January 1, 2020 where job vacancies can be accessed is:

Agency	Website Address
CJE	http://www.cje.net
JCFS	http://www.jcfs.org
JCC	http://www.jccchicago.org
JUF/Facilities Corp.	http://www.juf.org

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New Employees

The current contract between Local 73 and the Agencies affiliated with Jewish Federation of Metropolitan Chicago states at Article IV: “The Agencies shall provide all newly hired employees with a copy of this Agreement after final hiring arrangements are completed and provide the Union with a receipt signed by the employee showing that employee, in fact, has received a copy of this Agreement.”

I have received a copy of the Union contract.

Signature

Print Name

Social Security Number

Home Address

Home Phone

Name of Agency

Address at Work Site

Job Title

Date

Mail to:

Local 73
300 S. Ashland Avenue
Chicago, IL 60607
Phone: (312) 787-5868
Fax: (312) 337-7768

MOVED OR MOVING???

Be sure that you inform the Union of your new address.

(PLEASE PRINT)

NAME: _____

NEW ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

YOUR SOCIAL SECURITY NO: _____

YOUR EMPLOYER: _____

MAIL TO: Local 73 SEIU
300 South Ashland Avenue
Chicago, IL 60607