

Collective Bargaining Agreement

Between

Jewish Council on Urban Affairs

Jewish Council on Urban Affairs Votes

and

Service Employees International Union Local 73

Effective Dates

July 1, 2023 through July 1, 2028

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SEIU Local 73 (the Union) represents for collective bargaining purposes the employees of Jewish Council on Urban Affairs (JCUA) and JCUA Votes (the Employer), as defined in the Scope of Unit clause, and the Employer recognizes the Union as the exclusive bargaining agent for all such employees of the Employer.

ARTICLE 1 - NATURE OF THE BUSINESS AND WORK

JCUA is a non-profit that brings together the Jewish community to pursue justice across Chicago and Illinois. Rooted in Jewish values, traditions, and experiences, JCUA organizes for systemic change and to ensure that everyone in the region has the safety, dignity, and resources they need to flourish. JCUA Votes is a non-profit political advocacy organization that works to elect progressive candidates at the city, county, and state level, co-govern with a progressive City Council and state legislature, and hold candidates and elected officials accountable to shared values and political commitments.

The work of JCUA and JCUA Votes includes community organizing, public education, public advocacy and action, and community building directed at advancing the justice goals identified by the organization and its members.

ARTICLE 2 - SCOPE OF THE UNIT

The term “employee” as used in this Agreement includes the full-time and regular part-time employees of JCUA and JCUA Votes, excluding: supervisors, managerial employees, confidential employees, Avodah and other fellows, and temporary employees in positions of 16 weeks or less.

A fellow is someone working for JCUA through or fully funded by an external organization for a defined period of time not to exceed 12 months.

ARTICLE 3 - NOTICE TO UNION OF EMPLOYEE STATUS

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

Every quarter, the Employer shall provide the Union with a list of all employees showing name, date of hire, job classification, work site, rate of pay and hours. The information shall be in an electronic format compatible with Excel.

ARTICLE 4 - UNION SECURITY

All employees covered by this agreement shall, within thirty (30) calendar days after the date of execution of this Agreement, or within thirty (30) calendar days following the beginning of their employment, whichever is later, either:

- A. Join the Union, or
- B. Tender a monthly agency fee to the Union which shall not exceed the amount of fees and monthly dues uniformly required for employees to acquire and retain membership in the Union.

During the life of this Agreement all employees in the bargaining unit shall remain in good standing as members of the Union or continue to pay the required agency fees. The Union may request that an employee who fails to join the Union, maintain Union membership, or pay a representation fee be discharged. If the Union makes such a request, the Employer shall comply, provided that before any discharge, the employee shall be offered an opportunity within thirty (30) calendar days following the written notification from the Union to the Employer requesting discharge, to pay the required dues, fees, and/or representation fees that have not been tendered. If the employee fails to pay within that time period, and the Union so verifies in writing, the Employer shall discharge the employee.

ARTICLE 5 - CHECK OFF

- A. Any employee may authorize the Employer, on a form provided by the Union, to deduct the uniform monthly dues or agency fees from the employee's wages, to maintain Union membership or agency fees to the extent of paying amounts equivalent to such dues or fees as a condition of employment. Deductions of regular dues or fees 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 this Agreement. The Employer shall deduct from the employee's wages such uniform monthly dues or fees as are duly authorized by the Union to the Employer in writing. The Employer shall make the authorized dues and fees deductions with the frequency requested by the Union provided that the dues or fees shall not be deducted more frequently than every pay period, nor any less frequently than once a month. Such authorization made by any employee shall be irrevocable for a period of one (1) year or until the termination 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 successive collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless the employee gives written notice by certified mail to the Employer 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 the collective bargaining agreement between the Employer and the Union, whichever occurs sooner. The Employer will recognize various methods

of authorization including written authorizations both physical and electronic. On a monthly basis, the Employer shall transmit the dues and fees to the Union.

- B. Deductions from payrolls for the purpose of the Union's Committee on Political Education (COPE), shall be made upon proper written authorization by an employee. Changes in monthly deduction amounts may not be made more than on a monthly basis to the Union or to COPE, as specified in writing by the Union.
- C. The Union shall indemnify and hold the Employer 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 Employer by the terms of this Article shall be submitted to the Executive Director ("ED") or their designee.

ARTICLE 6 - NO STRIKE CLAUSE

It is agreed that during the term of this Agreement, there shall be no strikes, lockouts, or work stoppages by any of the employees covered by this Agreement.

ARTICLE 7 – PROBATION

- A. There shall be a probationary period of three (3) months. A mid-point evaluation may take place after six (6) weeks. This probationary period may be extended at the discretion of the ED or their designee, for a period of no more than an additional three (3) months.
- B. 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. An employee whose probationary period is being extended must receive notice of the extension no later than two weeks after the end of their initial probationary period.

The Employer will make an effort to establish an extension of the applicable probationary period based on the individual circumstances. 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.

ARTICLE 8 - UNION ORIENTATION

Within the first 30 days after the start of employment, JCUA will provide one hour at a mutually convenient time during work hours for the Union to conduct orientation for each new employee. JCUA will provide a copy of this Agreement to each new employee.

ARTICLE 9 - ESTABLISHING NEW CLASSIFICATIONS

Whenever the Employer intends to establish a new classification, or change or consolidate the duties of an existing classification, the Union shall be notified in writing at least five (5) working days prior to the proposed change.

Upon request, the Employer shall meet with the Union and discuss the wage rate for the new, changed, or consolidated classification in the bargaining unit in a good faith effort to arrive at a mutual agreement. If, after five (5) working days, they have failed to reach an agreement on the wage rate, the Employer shall have the right to establish the wage rate applicable to the new, changed or consolidated classification. The Union shall have a right to grieve the wage rate by filing a grievance within ten (10) working days of the date the Employer notifies the Union of the new wage rate. Should the Union fail to grieve the new wage rate within said ten (10) working days, it shall be deemed to have agreed to the new wage rate.

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

ARTICLE 10 - POSTING OF JOB OPENINGS

- A. **Bargaining Unit Openings:** The Employer will electronically post notices of vacancies, promotional opportunities and new jobs on any position in the bargaining unit, with a copy emailed to the Union prior to the solicitation of any applications or the interview of any applicants for such jobs. All such notices shall be dated and shall state that the job is a Union position, and shall include the exact department, salary range, and whether the position is time-limited or part-time. The Employer will notify any eligible employees on lay-off of such job opportunities. Recruiting may proceed once the Union is notified. However, the Employer may fill the job within ten (10) working days of the notice if no bargaining unit employee has applied for the position. In the case of transfers in the same classification, no posting shall be required.
- B. **Non-Bargaining Unit Openings:** Except when extraordinary circumstances prevail, the Employer will make a good faith effort to electronically post non-bargaining unit jobs, and will give consideration to all applications from bargaining unit personnel.

ARTICLE 11 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, color, creed, sex, sexual orientation, national origin, citizenship, age, religion, veteran status or disability.

ARTICLE 12 - DIGNITY AND RESPECT

In line with the JCUA mission and organizational culture, all employees have a right to work in an environment of dignity and respect (if the environment is within the employer's control). Any bargaining unit member who believes that management has in any instance not provided such an environment may request a meeting with the ED for informal discussion and/or resolution of the issue, and at the employee's request may have a union representative present at the meeting. Such concerns shall not be the basis of a formal grievance.

ARTICLE 13 - UNION BARGAINING COMMITTEE

The Union shall determine the number of members participating in collective bargaining sessions with the Employer 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 three (3) employees. These employees shall not suffer any 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.

ARTICLE 14 - 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. Lunch breaks 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.
- B. When practicable, stewards and employees should endeavor to meet and discuss and/or investigate grievances filed under this Agreement during non-working time. If necessary, after receiving approval of the steward's and aggrieved employees' supervisors, which approval will not be unreasonably withheld, the Union steward and the aggrieved employee(s) shall be provided a reasonable amount of time to discuss and/or investigate a grievance during working time. Such activity shall not unreasonably interfere with the job duties or responsibilities of the Union Steward and the aggrieved employee involved.

- C. Stewards shall, when necessary and reasonable, be allowed time off with pay 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 this Agreement. Stewards will endeavor to prepare for such meetings during non-working time. If necessary, after receiving approval of the steward's supervisor, which approval will not unreasonably be withheld, stewards will be permitted to conduct preparation for such meetings during working time.
- D. An employee will not lose pay for any time spent during the workday attending an arbitration under the Grievance and Arbitration Procedure set forth in this Agreement.
- E. The Union shall furnish the ED, or their designee, with a written list of the names of all stewards in the bargaining unit and shall notify in writing of all changes made therein as they occur.
- F. If scheduled with the ED or their designee, union representative(s) and/or officer(s) will be permitted on Employer premises during working hours for the purposes of investigating grievances or working conditions, or meeting with bargaining unit employees. Such activities or meetings will be conducted on employees' 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 Employer, which shall not arbitrarily be withheld, 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 Employer.
- G. At the request of the Union with at least 48 hours notice, the Employer shall provide the Union with space for membership and steward meetings during the employees' non-working time if the space specified is available and appropriate. The space for these meetings shall normally be provided not more than once a month, except that the Employer will make reasonable efforts to provide space in response to additional requests provided the space is available and appropriate.
- H. 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 15 - LABOR MANAGEMENT COMMITTEE

The parties recognize that the Employer has a small staff and meets regularly with the staff. A Labor-Management Committee shall be scheduled to meet on a quarterly basis during regular business hours. If no topics are proposed for the scheduled meeting, the meeting will be canceled for that quarter. The Employer shall be represented by its ED, or their designee, and no more than two (2) other members of management. The Union shall designate a Union representative and/or officer and no more than two (2) employees whom the Union deems necessary to address the items on the Agenda for 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. If an issue arises that needs to be addressed in a Labor Management meeting before the next quarterly meeting, the Union may request an additional meeting and the Employer will make reasonable efforts to meet and discuss the issue in a timely manner.

ARTICLE 16 - PERSONNEL RECORDS

- A. Any employee, or their Union Representative with the written consent of the employee, shall have the right to review their personnel record upon advance written notice to the ED or their designee. Such review shall be in accordance with the Illinois Personnel Record Review Act.
- B. An employee shall be advised of, and entitled to read, any written statement regarding their work performance or conduct if such statement is to be placed in their personnel file. Upon request, the employee will be given a copy of any such statement, and shall have the right to have their written response, if any, placed in the file.

ARTICLE 17 - BULLETIN BOARDS

The parties recognize that the Employer has a shared office work space. The Employer shall arrange an electronic bulletin board for employees represented hereunder. The bulletin shall clearly indicate that the material placed thereon represents the views of the Union.

ARTICLE 18 - HEALTH AND SAFETY

The Employer is responsible for providing safe and environmentally healthy workplaces to the extent of situations and factors within the reasonable control of the employer, in accordance with applicable local and state codes and OSHA standards. It is understood by the parties that this duty extends beyond the confines of the Employer's physical spaces.

ARTICLE 19 - EMPLOYEE EVALUATIONS

- A. A formal evaluation of performance and competence of regular employees shall be completed at the end of the probationary period and within thirty (30) days after the end of each employment year thereafter or program year where applicable. Nothing contained in this provision shall require an evaluating employee to sign an evaluation with which they disagree, nor shall this provision require them to recommend or endorse any disciplinary action.

- B. The process of evaluation shall include among other things the following elements:
 - 1. Oral discussion between employee and supervisor.
 - 2. The evaluation shall be put in writing and shall include the employee's statement and signature. A copy of the evaluation is to be given to the employee.
 - 3. In the event the employee does not agree with the evaluation they may file a statement of exception which shall become part of the employee's personnel record. The employee may also request a review by the ED. If none agree with the employee, they may still file a statement of exception that shall become part of the employee's personnel record. If demotion or dismissal results from the evaluation, they shall have the right to invoke the grievance process.
 - 4. When a supervisor or employee is on medical leave and the employee's evaluation is due during that time, the evaluation due date may be extended up to thirty (30) days from the date the supervisor or employee return from leave.

ARTICLE 20 - HOURS OF WORK

The office of JCUA generally is open 9:00am to 5:00pm Monday-Thursday and 9:00am to 4:00pm every other Friday. On alternate Fridays (known as "Wellness Fridays"), the office is open 9:00am-1:00pm. After 1:00pm on Wellness Fridays, employees are not required to work, and are discouraged from scheduling internal meetings. A "Wellness Friday" provides three (3) hours toward the total hours needed for work in a week. Employees are expected to be reachable during regular operating hours.

A work week is defined as 39 hours, which includes a daily lunch break. The nature of the work necessitates some evening and weekend meetings or other work activities. Employees may adjust their schedule to accommodate evening or weekend events and meetings with supervisor notice. Employees should mark in their calendars or communicate with their supervisors if they will not be available during standard working hours. Nothing in this Article is intended to allow employees to unilaterally and permanently change their schedule so that they no longer generally work a Monday through Friday workweek.

ARTICLE 21 - HYBRID WORKPLACE

JCUA is committed to a hybrid work model that allows for both in-office and remote work. Currently employees are generally required to work in-person on the same two (2) days per week at JCUA's offices and are permitted to work remotely for the remainder of the week. JCUA may decide to require employees to work in person three (3) days per week in its sole discretion. If JCUA makes such a change, then JCUA will notify employees at least thirty (30) calendar days in advance of implementation.

JCUA will provide 30 calendar days notice to and, if requested within ten (10) calendar days of such notice, bargain with the Union over a requirement for employees to regularly work in person more than three (3) days per week.

JCUA may, in its sole discretion, require additional time in the office for individual employees as the work requires.

JCUA expects and requires no reduction in quality of work or productivity due to the hybrid work arrangement. All employees who choose to work remotely will use their JCUA laptop and supply their own WiFi.

Employees are expected to attend required in-person meetings, programs, and events at the JCUA offices or other locations as needed. Any requests to remotely attend in-person meetings is at the discretion of the employee's direct supervisor. While working remotely, employees must generally be available during scheduled working hours.

Nothing in this clause shall prevent a supervisor from allowing an employee to work remotely more than the standard JCUA hybrid workplace schedule.

ARTICLE 22 - FLEXIBLE TIME

- A. The work of JCUA regularly requires work outside regular operating hours. Employees have the flexibility to arrange work and fluctuate their schedule within a week and from week to week to accommodate evening or weekend work events and meetings. Employees shall provide notice of these schedule changes to their supervisor in advance. A schedule change of a half day or more requires supervisor approval in advance.
- B. Exempt employees are entitled to flexible paid time off when they work more than forty (40) hours in one week. Flexible paid time off will be accrued on a 1:1 basis, i.e., an employee will earn 1 hour of flexible paid time off for each additional hour the employee works over forty (40) hours in a week. Employees who have earned flex time may use this time to take time off from work without loss of pay. If they are taking off more than a half day of work at a time, they may only do so with the advance approval of their supervisor at a mutually agreed upon time.

Employees may accrue no more than 24 hours of flex time at any time. An employee who has accrued 24 hours of flex time will not continue to accrue any additional flex time, until their flex time balance falls below 24 hours.

In periods of extraordinary workloads, with manager approval, an employee may accrue an additional 16 hours of flex time (over the 24 hour cap) to be used within 30 days of the end of that period.

For example, a community organizer assigned to work on a JCUA Votes endorsed election campaign might be permitted to accrue up to 40 hours of flex time during the campaign, and sixteen (16) of those hours must be used within 30 days of the election day.

Flextime may be used during the calendar year in which it is accrued. On January 1 each year, employees forfeit any unused flex time. Flex time has no cash value and will not be paid out to any employee under any circumstance.

- C. Non-exempt employees will adjust their schedule within a week, as needed, to keep working hours to forty (40) hours or less. For non-exempt employees, advance supervisor approval is required to work more than forty (40) hours in one week.
- D. The work week begins on Sunday at 12:01 a.m. For the purposes of this Article, working time for JCUA and JCUA Votes both count toward the forty (40) hours.

ARTICLE 23 - SALARY

- A. Across-the-board raises: All bargaining unit employees will receive across-the-board raises (or a raise to appropriate minimum salary based on the tables in Subparagraph (B), whichever is larger) on the following dates as follows:

July 1, 2023: 4%
July 1, 2024: 4%
July 1, 2025: 3%
July 1, 2026: TBD
July 1, 2027: TBD

The parties shall reopen and bargain over the Salary article after year three (3).

- B. Bargaining unit employees shall be paid at least the following minimum salaries based on years of service at the Employer and/or years of relevant prior experience. Years of seniority will be measured as of July 1 of each year of the Collective Bargaining Agreement, and on July 1 employees will either receive a raise to the appropriate minimum salary based on the tables below or the across-the-board raises listed in Subparagraph (A), whichever is greater.

Prior relevant experience can include for example, previous professional experience in community organizing, development, and/or communications. JCUA may determine what constitutes prior relevant experience for each employee. When a bargaining unit employee is moved or promoted to a different position within the bargaining unit, if the employee and JCUA do not agree on how many years of prior relevant experience they have for the role, the employee may grieve JCUA's determination of prior relevant experience. The standard will be whether JCUA's determination of prior relevant experience is reasonable.

JCUA has the discretion to pay bargaining unit employees the ranges listed in the tables below. JCUA may not place an employee above the "maximum" range, however an employee may exceed the maximum listed by operation of the minimum required percentage increases from Subparagraph (A).

Level 1: Community Organizer, Communications Associate, Development Associate, or Similar Positions.

| Years of service and relevant prior experience | Minimum Salary | Maximum Salary |
|---|-----------------------|-----------------------|
| 0-2 years | \$50,000 | \$60,000 |
| 3 years to 5 years | \$56,000 | \$69,000 |

| | | |
|--------------------|----------|----------|
| 6 years to 9 years | \$62,000 | \$80,000 |
| 10+ years | \$70,000 | \$90,000 |

Level 2: Lead Organizer; Organizing Manager Positions – Manager of Youth Organizing & Education; Database Manager; Community Development Manager; Development Manager; Director of Antiracism and Equity; or Similar Positions.

| Years of Service in Table 2 position and relevant prior experience | Minimum salary | Maximum Salary |
|---|-----------------------|-----------------------|
| 0-2 years | \$56,000 | \$74,000 |
| 3 years to 5 years | \$63,000 | \$83,500 |
| 6 years to 9 years | \$68,000 | \$90,000 |
| 10+ years | \$75,000 | \$99,750 |

C. Part-time employees

JCUA shall pay part-time employees a minimum of \$20 per hour. Part-time employees shall receive the annual across-the-board raises each July 1.

ARTICLE 24 - HOLIDAYS

- A. Whenever any of the following days falls on or is celebrated or observed on an employee's regularly scheduled workday, 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 |
| Passover | 4 days |
| Memorial Day | 1 day |
| Shavuot | 2 days |
| Juneteenth | 1 day |
| July 4 th | 1 day |
| Labor Day | 1 day |
| Rosh Hashanah | 2 days |
| Yom Kippur | 1 day |
| Sukkot | 2 days |
| Shemini Atzeret | 1 day |
| Simchat Torah | 1 day |
| Thanksgiving | 2 days |
| Christmas Day | 1 day |

Employees' work days will end at 3 pm, and employees will receive up to two (2) hours of paid time off, on the following days:

Erev Passover
Erev Rosh Hashanah
Erev Yom Kippur
Christmas Eve
New Years Eve

- B. A calendar will be issued at the beginning of each calendar year indicating the dates on which holidays fall.
- C. Employees who request any vacation time for a full or partial day on the days before a holiday will be charged the appropriate amount requested unless the Employer closes early. If the Employer closes early on such a day, the employee will only be charged vacation time for the period of time that the Employer was open.
- D. An employee will earn one and a half (1.5) hours of flex time for each hour they are required to work on a JCUA holiday, regardless of whether the employee has worked forty (40) hours that week.

ARTICLE 25 - VACATION

- A. Employees shall be entitled to paid vacation leave.
- B. Vacation credits are computed on the basis of seniority as defined in Article 37. Each employee working at least 32 hours per week will receive the following paid vacation days per employment year (calculated from each employee's date of hire to an anniversary of such date of hire):

| Years of Seniority | Vacation Days |
|---------------------------|----------------------|
| 0-2 years | 15 days |
| 3-4 years | 18 days |
| 5+ years | 20 days |

Per the above-chart, employees with zero (0) to two (2) years of seniority will earn 1.25 vacation days per month; employees with three (3) to four (4) years of seniority will earn 1.5 vacation days per month and employees with 5 years of seniority or more will earn 1.67 vacation days per month.

Subject to the approval of an employee's supervisor, in the employer's sole discretion, an employee may use vacation time before they have earned it and go negative on their vacation day balance up to the amount of vacation days they will earn that calendar year.

- C. At the time of an employee's work anniversary, an employee can carry over no more than eight (8) vacation days.

If an employee has more than eight (8) unused vacation days at the time of their work anniversary, the unused vacation days in excess of those days will lapse and no longer be available for use and will not be paid out.

- D. Part-time employees scheduled to work 20 hours per week or more will accrue vacation pro-rated based on 15 days per year for full time employees.
- E. Employees will continue to accrue vacation leave as long as the employee is working or on a compensated leave of absence which includes sick leave, approved medical absences, and time on short-term or long-term disability.

Employees will not accrue vacation days if the employee is on an unpaid leave of absence for one (1) entire pay period or more.

- F. An employee terminating employment shall have their vacation pro-rated for the full months worked within that calendar year. Upon termination, they shall receive cash payment for all unused accumulated vacation time.

ARTICLE 26 - SICK LEAVE

- A. Full time employees will be eligible for sick leave with pay following 90 days of service. Such leave may be accrued at the rate of one and one-half (1.5) days per month (eighteen (18) days per year.) Employees who work less than full time will be granted sick leave at a rate of one (1) hour for every forty (40) hours worked. The Employer encourages employees who are ill to take time off and recover. Sick days may be taken for one's own recovery, doctor's visits or to take care of a family member. The Employer recognizes that this is a generous policy, but for those employees with serious illness, the Employer wants to provide support. Excessive use of sick leave without valid and documented need, however, can result in disciplinary action.
- B. Sick leave may be accrued up to forty (40) days maximum. Upon recommendation by the ED and approval of the Executive Committee of the Board of Directors, an employee with a major illness may be granted half-pay for up to six (6) months. The ED may request an extension with the Executive Committee for an employee with five (5) or more years of service and whose record is exemplary.
- C. There shall be no monetary compensation for unused sick days.

ARTICLE 27 - COMPASSIONATE LEAVE

- A. In the event of a death in the immediate family (i.e. parent, step-parent, sibling, spouse, domestic partner or children, grandparent or grandchild, or mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew) of an employee, the employee may take a leave with pay for a period not to exceed seven (7) working days.
- B. In the event of the death of someone close to an employee (i.e. close friend or extended family member) of an employee, the employee may take a leave with pay for a period not to exceed two (2) working days.

ARTICLE 28 - PARENTAL LEAVE

- A. Full time employees may take up to eight (8) weeks of paid parental leave at full salary and four (4) weeks unpaid for the birth or adoption of a child or placement of a foster child in the employee's home. Employees need to give their supervisor one (1) month advance notice for the commencement of parental leave unless extenuating circumstances apply, as communicated to and approved by the ED. This leave may be taken in one, two, or three continuous periods any time within the first twelve (12) months after the birth or adoption of a child, or after the placement of a foster child in the employee's home, as agreed upon between the employee and their supervisor. Any parental leave approved under this policy will run concurrently with any other unpaid leave to which the employee may be entitled under applicable federal and state law, including FMLA leave or similar leave policies.
- B. Health, welfare and retirement benefits will continue during parental leave (up to twelve (12) weeks), and deductions will continue as usual during any portion of parental leave that the employee receives compensation. During the approved leave period the employee will continue to accrue sick days and vacation days; however, any days accrued during the parental leave period cannot be used until after the employee returns to work. Requests for additional parental leave may be presented to the ED and will be considered on an individual basis: however, if parental leave exceeds twelve (12) weeks, the Employer cannot guarantee that a job will be available at the end of the leave.

ARTICLE 29 - LEAVE OF ABSENCE

- A. The ED, in their sole discretion, approves a leave of absence request. Such leaves will not be for more than one (1) year and will be taken without pay. Leaves of absence shall be considered only for unusual circumstances.
- B. An employee on an approved leave of absence shall retain seniority and anniversary dates, but shall not accrue sick, vacation or retirement benefits during the leave of absence.
- C. When an employee returns from a leave of absence, JCUA will make reasonable efforts to place the employee in the same job or in a job similar to the one vacated, but no guarantee is made that the employee will be so placed immediately.

ARTICLE 30 - JURY DUTY

Jury duty is regarded as a citizen's obligation. When an employee is called for jury duty, they will be excused from work for the duration of jury service without charge to vacation time. JCUA will pay the standard straight-time pay for the scheduled work hours an employee misses due to jury duty.

To receive jury duty pay, an employee must provide JCUA with a copy of the jury duty notice as soon as it is received. An employee is expected to report for work during hours or days that the employees' presence is not required for jury duty. Should the employee be selected for jury duty, the pay differential will continue for a maximum of two (2) weeks at which time the employee would only receive jury duty pay as provided from the specific court.

ARTICLE 31 - SABBATICAL LEAVE

- A. Effective organizations are guided and sustained by creative and committed staff members. Recognizing that leaders need time to rest and rejuvenate, the Employer offers a 1-month paid Sabbatical Leave to full-time staff members with five (5) consecutive continuous years of employment with the organization. Staff may add up to one (1) week of vacation to extend the timeframe.
- B. Employees must submit a request in writing at least three (3) months in advance of time requested which must be signed by the supervisor and the ED. Sabbaticals are granted based upon the appropriateness of the proposed schedule. An employee taking sabbatical is expected to commit to continuing employment no less than nine (9) months upon return.
- C. Employee benefits and all related agreements remain in effect. Health, welfare and retirement benefits will continue as elected, and deductions will continue as usual. Employees cannot schedule further vacation in close proximity to their sabbatical leave period in a way that would cause undue hardship on the Employer. An employee will not be entitled to any payment for unused or forfeited sabbatical time accrued, including upon termination of employment. During the approved sabbatical period the employee will continue to accrue sick days and vacation days; however, any days accrued during the sabbatical leave period cannot be used until after the employee returns to work.
- D. Sabbatical Leave must be used within the first two (2) years it is earned. Sabbaticals cannot be carried over into the next 5-year period and cannot be paid out at the end of employment.

ARTICLE 32 - RETIREMENT

Full-time and part-time staff shall be eligible to participate in a Simple IRA plan with three months of consecutive employment. JCUA will match pre-tax deferrals on a dollar-for-dollar basis between 1-3% match of the employee's salary based on employee contribution per pay period towards the plan. The exact matching amount will be subject to annual review by the board and communicated to staff at the end of the preceding year in relation to the upcoming year. (Contributions will commence with investment plan implementation; contributions will not be retroactive.)

ARTICLE 33 - HEALTH INSURANCE

- A. Medical, vision, and dental insurance is provided to all full-time employees (32+ hours). The Employer will cover 100% of the insurance premium for bargaining unit members enrolled in JCUA's health insurance plan. Employees who demonstrate that they have health care coverage from another source will be provided \$450 per month to help pay for that health insurance.

Policies that reference spouse or family member, including leave and insurance, shall extend to domestic partnerships.

- B. The Employer may change health insurance carriers or modify the health insurance plans offered, but the substantive terms of the health insurance benefits offered must be substantially similar to the terms offered at the time of signing this agreement.

ARTICLE 34 - ADDITIONAL INSURANCE

Bargaining unit members shall be offered the same short term disability, long term disability, and life insurance benefits as every other employee of JCUA (including for example, the ED). If there is any change in those benefits, JCUA will provide at least 30 days notice to employees and the Union.

ARTICLE 35 - REIMBURSEMENT OF EXPENSES

- A. The Employer will reimburse money spent by an employee while carrying out a work assignment consistent with reasonable Employer policies. Out-of-pocket expenses will be reimbursed upon submission of an expense statement, accompanied by receipts and proper back-up documentation. Expenses must be approved in advance by the employee's supervisor.
- B. Car travel will be reimbursed at the IRS standard mileage rate for nonprofit organizations used to determine the deductible cost of operating an automobile for charitable expense purposes.
- C. Rentals must be approved in advance by the ED or their designee. Car rental is limited to instances when staff does not own a car and must get to a location for work that is not accessible by other means (such as public transportation).

ARTICLE 36 - FINANCIAL LEANNESS

In years of financial challenges, to protect the organization, JCUA, in its sole discretion, reserves the right to reduce or not offer raises, for all employees, including bargaining unit and non-bargaining unit members alike, and provide bargaining unit members with one (1) floating holiday. For this Article "financial challenge" means revenue (not including investment income, gains, or losses) down in the last calendar year by at least ten percent (10%) from the prior year as determined by the Board.

ARTICLE 37 – SENIORITY

- A. Definition of Seniority. Seniority shall be defined as the length of service from an employee's last date of hire by the Employer.
- B. Seniority is determined by length of service 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.
- C. Seniority shall be accrued during all paid and unpaid leaves of absence and all paid personal time provided for elsewhere in this Agreement.
- D. Time spent with the Employer as a fellow shall be counted towards the seniority date of hire if the fellow is hired onto the Employer's staff.

ARTICLE 38 - LAYOFFS AND RECALL

- A. The Employer will notify the Union and the affected employee(s) at least fifteen (15) calendar days in advance of a layoff. For purposes of this Article, a decline in the number of employees and/or positions by attrition is not a layoff.
- B. The Employer will notify the Union at least thirty (30) calendar days prior to the notice described in Paragraph A to discuss the rationale for the Employer's decision and means by which layoffs might be mitigated or prevented, including possible alternatives such as finding alternative work for the affected employee(s) or reduced work time. The Union and JCUA shall attempt to reach an alternative proposal to avoid layoffs. The ultimate decision to proceed with a layoff, and which employees to let go or retain, remains in JCUA's sole discretion.
- C. Laid off employees will remain on a recall notice list for twelve (12) months. Time spent on a recall list will not be counted for purposes of computation of seniority or any other purpose. Laid off employees on the recall notice list will receive notice of any Bargaining Unit or temporary job openings through their last known personal email address on file with the Employer. If a job opening is the same as the job that a laid off employee(s) on the recall list performed before layoff, the Employer will offer the position to the applicable laid-off employee(s) on the recall list in order of seniority. Employees on a recall list for twelve (12) months will receive the same advance notice and chance to apply to any open position as current employees.

ARTICLE 39 - SEVERANCE

Employees being laid off will receive severance pay in the amount of one (1) week of pay for each year of continuous service with JCUA, up to a maximum of four (4) weeks' pay. The Employer will not contest any application for unemployment insurance benefits of a laid off employee at the conclusion of their severance compensation period.

ARTICLE 40 - WORK RULES

The Employer may establish reasonable work rules which are subject to changes, additions or deletions by the Employer. Such rules and any changes, additions or deletions shall be uniformly enforced and shall be posted on the Union electronic bulletin board or otherwise made readily available to staff, at least ten (10) working days prior to the implementation of any such changes, additions or deletions.

ARTICLE 41 – DISCIPLINE

- A. After completion of the probationary period or any extension thereof, the right to discipline or discharge employees shall remain in the discretion of the Employer, except that such discipline or discharge will only be imposed for just cause. The parties further agree that discipline should generally follow the principle of progressive discipline.
- B. Disciplinary actions may include oral and written warnings, disciplinary probation, suspension, and termination.
- C. In the event that the Employer is summoning a bargaining unit member to an investigatory conference regarding a matter which may lead to disciplinary action, the affected employee and the Union shall be notified in writing three (3) working days prior to the investigatory conference unless the circumstances make such notice unreasonable.
- D. Any termination of the employment of an employee based on performance will follow JCUA personnel policies. If JCUA proposes to change the personnel policy about performance concerns, JCUA will provide notice to the union as required by this Agreement and, if requested, will discuss the proposed change with the labor management committee before any change in that policy is implemented.

The personnel policy will include written notice of performance concerns that shall include at a minimum: specific job expectations, specific performance deficiencies, specific steps the employee can take that would address the performance concerns, any support that JCUA has offered or may offer for the employee, timeline, and how performance will be assessed or evaluated. The employee and supervisor will meet to discuss the written notice at least forty-five (45) calendar days before termination.

The notice and process of this provision shall not be independently subject to grievance. Any termination of employment or other discipline remains subject to grievance.

ARTICLE 42 - MANAGEMENT RIGHTS

- A. Subject only to specific limitations contained in this Agreement, the Union recognizes that JCUA reserves and retains solely and exclusively all of its inherent rights to plan, organize and manage its operations in all respects, including but not limited to:
1. Select and direct the workforce;
 2. Determine services to be rendered or supplied;
 3. Consolidate or close down facilities or operations, either temporarily or permanently;
 4. Create, modify or discontinue job classifications;
 5. Determine the identity and number of employees to perform the work;
 6. Establish and change work schedules and assignments;
 7. Determine employee training;
 8. Assign employees to work in different job classifications, whether within or without classifications covered by this Agreement;
 9. Eliminate job functions and classifications;
 10. Consolidate jobs and duties with those of other employees within the bargaining unit;
 11. Hire, schedule, promote, transfer and lay off employees;
 12. Discipline, suspend, demote, and discharge employees for just cause;
 13. Make, change and enforce reasonable rules for the maintenance of discipline;
 14. Extend, discontinue, move, or reorganize all or any part of the JCUA operations;
 15. Determine any form or type of equipment, work methods, procedures or techniques used;
 16. Introduce new facilities or methods of operations;
 17. Establish standards of performance and evaluate employee performance; and,
 18. Change paydays and pay periods.
- B. All Management rights held prior to the execution of this Agreement, other than those specifically surrendered by this Agreement, continue to be retained by JCUA.

ARTICLE 43 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Definition:** A grievance is any problem, dispute or difference of opinion between the Union on behalf of any one or several employees covered by this Agreement and the Employer, concerning the interpretation and application of this Agreement.
- B. **Step 1 - Informal Resolution:** Employees or the Union may attempt to settle potential grievances through discussions with the relevant immediate supervisor by alerting the supervisor to the concern in writing within thirty (30) working days after the employee or Union (if the Union is filing a grievance) knew or reasonably should have known of the event giving rise to the grievance.

If the employee or Union in writing presents a potential grievance to the immediate supervisor within the timelines in this Article, the matter shall be considered timely. Employees or the Union seeking such informal resolution must make a request to meet in writing along with a statement of the reason for their request, after which the immediate supervisor shall schedule a meeting to discuss the potential grievance within five (5) working days. If the matter is covered under the terms of this contract, the employee may request that a representative of the union be present during the meeting. Such requests shall not be denied.

The supervisor shall provide a written answer to the employee in question or Union within five (5) working days after the meeting. If such discussion does not resolve the situation to the employee or Union's satisfaction, the employee, or the Union on the employee's behalf, or the Union, may file a Step 2 written grievance with the ED within ten (10) working days of receiving an answer from the supervisor.

For any grievance regarding an employee's salary, such grievance, shall be filed in writing at Step 2 within sixty (60) working days from the effective day of such adjustment of salary.

- C. **Step 2 – Executive Director:**

The ED, or their designee, will schedule a grievance meeting within ten (10) working days of receiving the written grievance. The ED shall inform the parties after receiving appropriate request for such a meeting from the employee or Union at least five (5) working days before the meeting. If an individual employee filed the grievance, the grievant will discuss the grievance with the above ED or their designee, at the meeting. A Union steward and/or Union Representative may be present at this meeting at the grievant's option. If the Union filed the grievance on behalf of an employee, multiple employees, or itself, a Union

steward and/or Union Representative may be present at the grievance meeting. The ED, or their designee, will respond in writing within ten (10) working days after such conference.

Throughout the grievance procedure, the grievant, Union Steward, and any other employee participants (for example witnesses to a relevant event) must receive prior approval from their immediate supervisor prior to participating in any grievance meetings while “on the clock.” Such approval shall not be unreasonably withheld.

D. **Step 3 - Arbitration:**

If the grievant(s) or Union is dissatisfied with the response from ED or their designee, the Union shall have thirty (30) working days to refer the matter to arbitration. If the Union does not indicate its desire to arbitrate the matter in the allotted time, the grievance will be considered as settled on the basis of the Employer’s last answer.

In the event the Union notifies the Employer of its desire to arbitrate a grievance within the time allotted, the parties shall, within twenty (20) working days of the date the Union’s intent to arbitrate is delivered to the Employer, request a list of five (5) prospective arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service.

Each party shall alternately strike names from such a list and the remaining name shall be the arbitrator. The parties shall flip a coin to choose who strikes from the list first. The arbitrator shall be selected within fourteen (14) working days of receipt by the Union and Employer of the Federal Mediation and Conciliation Service list.

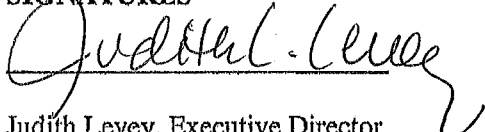
The arbitration shall be conducted in accordance with the rules of labor arbitration procedures of the Federal Mediation and Conciliation Service. Each party shall pay the cost of its own preparation. The parties shall split the cost of the arbitrator’s fee. If the parties agree that a court reporter is needed, the parties shall split the cost of the court reporter’s fee and the cost of a transcript for the arbitrator. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not modify, amend, or add to the terms of this Agreement.

ARTICLE 44 - DURATION

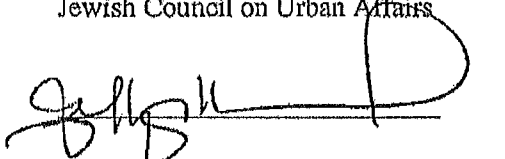
This Agreement, with the exception of Article 23 - Salary, shall be in full force and effect commencing July 1, 2023, to and including June 30, 2028, and shall be automatically renewed from year to year thereafter unless either party gives to the other party written notice of its desire to terminate or modify this Agreement at least sixty (60) days prior to June 30, 2028, or at least sixty (60) days prior to any subsequent anniversary date thereafter.

Article 23- Salary shall be in full force and effect commencing July 1, 2023, to and including June 30, 2026. The Employer and Union agree to meet prior to June 30, 2026 to reopen Article 23 - Salary and engage in good faith negotiations regarding the same to be in effect for the duration of the remaining years of the Agreement.

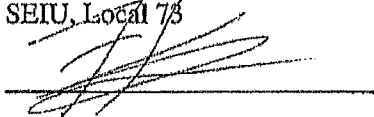
SIGNATURES


Judith Levey, Executive Director
Jewish Council on Urban Affairs

10/24/2023
Date


Jeff Howard, Executive Vice President
SEIU, Local 73

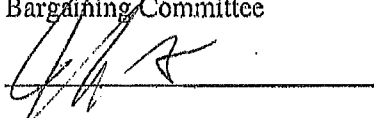
10-18-2023
Date


Frank Klein, Division Director
SEIU, Local 73

10/20/23
Date

Mara Wolkoff
Mara Wolkoff
Bargaining Committee

10/24/23
Date


Joseph Grant
Bargaining Committee

10/24/23
Date


Rose Shapiro
Bargaining Committee

10/24/23
Date