

## Tentative Agreement

The parties tentatively agree to the following provision:


### AGREEMENT

This Agreement is entered into between American Jewish World Service (“Employer”) with principal business addresses in New York, N.Y., Washington, D.C., San Francisco, C.A., and Office & Professional Employees International Union, Local 153 (“Union”) with a principal address of 42 Broadway, Suite 1201 New York, New York 10004. This Agreement shall not become effective until it is ratified by both the Union and the Employer.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The Parties recognize that the interest of the community and the job security of the employees depends upon the Employer’s success in providing the highest quality service to the community while maintaining financial viability. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/13/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE RECOGNITION

Section 1: American Jewish World Service (AJWS) (hereto “the Employer”) has recognized Office and Professional Employees International Union Local 153 (hereto “the Union”) as the sole collective bargaining agent for all full-time and regular part-time employees in the classifications listed below, excluding supervisors, managers, confidential employees, employees not based in the United States, third party contracted workers, and guards as defined by the National Labor Relations Act. Accounts Payable Specialist, Associate Director (except Associate Directors in Human Resources and Business Process Improvement), Development Associate, Development Officer, Development Operations Associate, Digital Content Strategist, Grants Management Associate, Grants Manager, Graphic Designer, Junior Designer, Office Assistant, Operations Assistant, Operations Specialist, Policy Advisor, Policy Associate, Program Associate, Program Officer, Prospect Research Coordinator, Senior Accountant, Senior Content Strategist, Senior CRM Application Administrator, Senior Development Officer, Senior Digital Marketing Officer, Senior Grants Manager, Senior Graphic Designer, Senior Policy Advisor, Senior Program Officer, Senior Project Manager, Marketing and Communications Associate.

Section 2: All other employees in classifications not listed above are excluded from the bargaining unit. However, to the extent the Employer creates and fills classifications that did not exist at the time the Voluntary Recognition Agreement was executed, such classifications (and the individuals who fill such roles) will be included in the bargaining unit so long as they are not excludable based on statutory grounds or confidential/managerial status. The Parties agree to meet to bargain over new classifications and whether they should be included in the bargaining unit. The Union’s request that such new classification(s) be included in the bargaining unit shall not be unreasonably denied.

Section 3: To the extent the Employer hires individuals into the currently vacant “Advocacy Communications Officer” position, the Employer agrees such individuals will be in the bargaining unit.



**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

8/17/21  
Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

8/17/21  
Date

## Tentative Agreement

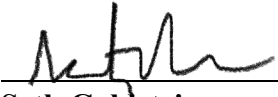
The parties tentatively agree to the following provision:

### ARTICLE: MANAGEMENT RIGHTS

Section 1: The Employer retains the exclusive right to manage the organization to direct, control and schedule its operations and workforce, and to make any and all decisions affecting the organization whether or not specifically mentioned herein and whether or not heretofore exercised, unless abridged by the express provisions of this Agreement. Such prerogatives shall include, but not be limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations; to install or introduce any new or improved service methods, procedures, facilities or equipment, or remove or discontinue same, and to maintain efficient operations; to hire, train, promote, demote, discipline for just cause, suspend, discharge, transfer, layoff, and recall employees; to require employees to participate in training; to use temporary, agency, on-call, or supervisory employees; to assign work and mandatory overtime to employees; to transfer and reassign a job classification or job duties from one location to another on a regular, temporary or intermittent basis (i.e., changing a job classification from a domestic to international position); to increase, decrease or change staffing; to determine the policies and methods for investigating and responding to alleged employee misconduct; to select and determine the number of its employees; to direct, instruct, control and schedule the working force; to determine competency and/or fitness for duty; to schedule employees to be on-call; to subcontract or contract work except where there may be contrary language contained in the collective bargaining agreement; to create and modify work schedules including the starting and ending times and duration of the work day and work week (except the preceding does not permit the Employer to change the number of hours that constitute full time in the work week and the Union has the right to bargain over the effects of a change in the duration, starting and ending times of work days and the work week); to determine the work duties of employees; to promulgate, amend and enforce work rules and regulations and policies and procedures; to promulgate, amend and enforce rules and regulations regarding employee absences and leaves of absence; to determine health and safety standards subject to Article 25 (Health and Safety); to set standards and methods of performance and evaluation; to expand the organization's operations; to discontinue the operation of the Employer in whole or in part, at any time; to sell the organization or its assets at any time; to discontinue, or to reorganize and/or restructure the operations. None of these rights shall be exercised in an arbitrary or capricious manner. The Employer shall not exercise any of these rights in contravention with the National Labor Relations Act.

Section 2: The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

 \_\_\_\_\_                      2/9/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

# Tentative Agreement

**The parties tentatively agree to the following provision:**

## ARTICLE: UNION MEMBERSHIP AND DUES CHECK OFF

Section 1: The Employer agrees that all new employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the execution of this Agreement, become and remain members of the Union in good standing.

Section 2: The Employer further agrees that all bargaining-unit employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

Section 3: The Employer agrees to supply the Union with the name, gender, date of birth, address, salary, date of hire, phone number (including cell phones), email address, and job classification of all employees covered by this Agreement within thirty (30) days of the date of execution. The Employer further agrees to supply the Union with the same information at the time a new employee to be covered by this Agreement becomes a member of the Union. Thereafter, the Union shall be notified each month of all salary changes, change of address, phone number (including cell phone), email address, resignations, retirements, death, promotions, transfers, demotions, dismissals, and leaves of absence.

Section 4: Upon receipt of a written authorization from Employee in the form annexed hereto as Exhibit A, or in any other form designated by the Union necessary to accommodate any changes in the Union's dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct Union dues and initiation fees from the wages of each employee semi-monthly, or as consistent with regular payroll practices. Dues and initiation fees will become due and payable on the thirty-first day after hire.

Section 5: The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would insure receipt of said monies at the Union office prior to the tenth (10<sup>th</sup>) Day of the following month, and will make supplemental remittances thereafter of amounts deducted from salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck on any eligible employee member.

Section 6: Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union.

Section 7: The Union agrees to file an initiation fee and dues deduction assignment form with the Employer, in the form annexed hereto as Exhibit A, prior to such deductions.

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## Tentative Agreement

Section 8: Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 9: The Employer shall deduct from the wages of an employee who submits a voluntary authorization card an amount designated by such employee for OPEIU “Voice of the Electorate” (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU Local 153 AFL-CIO monthly, by check payable to “Voice of the Electorate” along with a list of persons who donated such monies. Each month, the employer will provide a list of bargaining unit members who have remitted dues for that month.


Section 10: The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in Section (b) — (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Section 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

Section 11: The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 12: It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceeding by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Employer for the OPEIU VOTE Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

/s/ Steven J. Porzio  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

11/7/2021  
Date

  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

11/7/21  
Date

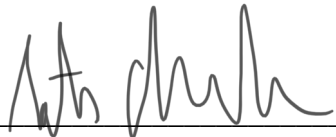
# Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
SOURCING AND RECRUITMENT

Section 1 The Employer has the right to source, recruit and select candidates to fill open and vacant positions, except where there may be contrary language contained in the collective bargaining agreement, within the bargaining unit at its sole discretion, and will do so according to its adopted DEI-oriented Recruiting Process Checklist or as modified.

/s/ Steven J. Porzio                      10/28/21  
Steven J. Porzio                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/29/21  
Seth Goldstein                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: PROBATIONARY EMPLOYEES

Section 1: Newly hired or rehired employees shall be considered probationary for a period of thirty (30) days from the date of employment.

Section 2: Upon written notice to the employee and the Union, the Employer, in its discretion, may extend the probationary period of any employee by up to an additional thirty (30) continuous days of active employment.

Section 3: Probationary employees shall be entitled to AJWS benefits offered to bargaining unit employees (e.g., healthcare, paid time off, retirement benefits) on the same eligibility schedule as other bargaining unit employees, but shall not otherwise be entitled to the benefits or protections set forth in this Agreement. Employees, during the entirety of their probationary period, may be disciplined and/or terminated at-will with no recourse to the grievance or arbitration procedure.

Section 4: The anniversary date of an employee will be one (1) year from the date of employment, inclusive of their probationary period.

/s/ Steven J. Porzio

2/14/22

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



2/14/22

**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

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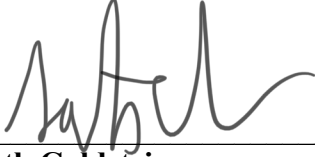
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
NO DISCRIMINATION

The Employer agrees that they will not discriminate or engage in harassment on the basis of race, color, creed, age, national origin, immigration or citizenship status, gender (including gender identity, gender expression, and/or sexual harassment), sexual orientation, union activity and/or membership, disability, arrest or conviction record unless otherwise permitted by law, pregnancy, sexual and other reproductive health decisions, credit history, salary history, caregiver status, marital status, partnership status, status as a victim or witness of domestic violence, status as a victim or witness of stalking and/or sex offenses, religion, sex, genetic information, military status, employment status, or any other characteristic as protected by Title VII, the NYSHRL, the NYCHRL and other applicable federal, state or local law. With regard to the Americans with Disabilities Act and other related laws, the Employer will make reasonable accommodations upon request for the following reasons: known physical or mental disabilities of qualified employees; the sincerely held religious beliefs of its employees; and pregnancy, childbirth, or related medical conditions.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
\_\_\_\_\_  
**Seth Goldstein**                      10/28/21  
Bargaining Representative for                      Date  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: UNION ACCESS

Section 1 Subject to notice as hereinafter provided, Union representatives shall have reasonable access to the Employer's facilities during regular business hours for the purpose of administering this Agreement provided that such visits do not interfere with the duties assigned to employees or interfere with the Employer's operations

Section 2 Before any visit to any facility, the Union representative shall first notify the Vice President for People and Culture or their designee by telephone of their planned visit at least two (2) business days in advance. No visit shall be permitted without express authorization of the Vice President for People and Culture or their designee. Such authorization shall not be unreasonably denied. The Union representative shall specify the date, time and purpose of such visit and shall not deviate from such plan. However, to the extent a deviation is needed, the Union representative will discuss and seek approval for such change with the Vice President for People and Culture or their designee. Such approval shall not be unreasonably withheld.

Section 3 Meetings between Union representatives or stewards and bargaining unit members shall be conducted in non-working areas and on non-working time.

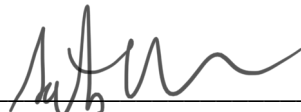
Section 4 When, due to extraordinary circumstances, a meeting must take place during working time, an employee must inform their immediate supervisor before leaving a work area or work assignment.

Section 5 In view of the nature of the Employer's organization, no Union business meetings may be held on the Employer's premises at any time, except as herein provided. In addition, no Union representative shall engage in solicitation or distribution of literature, or any other Union activity (other than the contract administration duties specified in Section 1, above), on the Employer's premises at any time. All individuals who come onto the Employer's premises are covered by the Employer's policies, including the Handbook.

Section 6 The Union shall provide the Employer with a list of stewards and other Union officers who will be responsible for administering this Agreement.

/s/ Steven J. Porzio  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

10/28/21  
Date

  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

10/28/21  
Date

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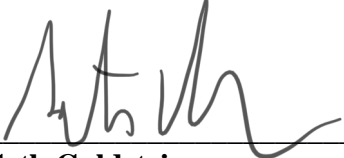
### ARTICLE: BULLETIN BOARDS

Section 1 The Employer shall place a locked, glass enclosed, bulletin board at its offices at the following locations: New York (45 West 36th Street, 11th Floor, New York, NY 10018); Washington, D.C. (1001 Connecticut Avenue, NW, Suite 1200, Washington, DC, 20036); San Francisco (131 Steuart Street, Suite 200, San Francisco, CA, 94105). The location of the bulletin boards shall be at the sole discretion of AJWS, subject to Section 2 below. The Employer shall also make available a Zoom announcement page for the Union and establish a Sharepoint folder for all Union notices.

Section 2 These bulletin boards, Zoom Announcement Page, and Sharepoint folder (collectively "bulletin board") shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to workers in the course of employment. The parties agree a Zoom announcement page and Sharepoint folder are conspicuous and readily accessible to workers in the course of employment.

Section 3 Notices shall be on Union stationary and shall bear the signature of an authorized Union officer. To get a notice posted on the bulletin board, the Union shall submit such notice to the Vice President for People and Culture. Notices, either on a physical bulletin board or on the Zoom announcement page, including threatening, obscene, defamatory or harassing language and/or images shall not be permitted. Acceptable notices shall be posted by a designated AJWS staff member within one (1) business day on the Zoom announcement page and within a reasonable period of time on the physical bulletin board of the Vice President for People and Culture's receipt of such notice.

/s/ Steven J. Porzio                      10/28/21  
Steven J. Porzio                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/28/21  
Seth Goldstein                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:


### ARTICLE: UNION STEWARDS

Section 1: The Union shall have the right to designate stewards. The Union shall notify the Employer in writing of the names of the selected Union stewards prior to the stewards beginning their service.

Section 2: Stewards shall restrict their Union-related activities (i.e., the investigation or processing of grievances and the administration of the contract) to non-working time in non-working areas. However, the Employer shall allow one (1) steward to attend formal grievance or formal discipline meetings with management without loss of pay during working hours. Before attending to a grievance or representing an employee in an investigatory interview of a disciplinary nature on work time or in a work area, the Steward must obtain authorization from the Employer's designated representative. Such authorization shall not be unreasonably denied. Grievance and other contract administration shall be handled by stewards in a prompt and orderly fashion and shall in no event interfere with the Employer's operation.

Section 3: The Employer shall not be responsible for paying stewards or employees for participating in grievance or other contract administration activities during off-duty hours. Issues the Union wishes to bring to the attention of management should be presented to the Vice President for People and Culture. Where employees are on duty, only one (1) employee plus the Steward may bring an issue to the attention of the Vice President for People and Culture or their designee. No such limitation shall apply if all such employees are off duty, but such off-duty presentation of an issue to the Vice President for People and Culture or their designee still must occur during the work hours of the Vice President for People and Culture or their designee.

/s/ Steven J. Porzio                      11/7/2021  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      11/7/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: NO STRIKE OR LOCKOUT

Section 1: During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, agents and members, or any employee, whether on or off duty, will not directly or indirectly authorize, cause, encourage, assist, condone, sanction, threaten or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, sit-in, sick out, or similar stoppage, interruption or delay of work or boycott, whether they be of a primary or secondary nature, or refusing to cross a picket line.

Section 2: During the life of this Agreement, or any written mutual extension thereof, the Employer will not lock out the employees.

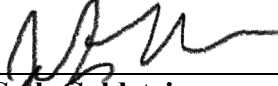
Section 3: In the event of violation of this Article by the Union or the Employer, either party may request expedited arbitration and a hearing within 24 hours of such request. The arbitrator shall have the jurisdiction to issue a cease and desist order with respect to such a violation and order such relief as they may deem appropriate to promptly terminate such a violation.

Section 4: In addition to the above, should any strike or any other acts described in Section 1 of this Article occur, the Union, its officers, officials and agents, shall be immediately accessible to the Employer and, within twenty-four (24) hours of a request by the Employer, shall do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively, from engaging in or continuing the type of activities described above. Specifically, the Union shall take at least the following steps:

- a. Publicly disavow such action by the Employees and advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- b. Immediately contact, via email and mail, to each individual engaged in such acts with a notice signed by an authorized representative of the Union stating that the individual's action is not approved by the Union and is in violation of the Agreement, and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article and return to work immediately.
- c. Post notices at appropriate locations advising that it disapproves of such action, and instructing employees to return to work immediately.

Section 5: In the event of a third-party strike that would force an employee to cross a picket line in order to access the office or offsite jobsite (e.g. public transit, security employees in an AJWS office building), the Union shall provide notice of such strike and picket line, and the Employer will work with the Union to find alternative arrangements for employees to perform their job duties and arrive at the office without crossing said picket line. Such alternative arrangements must be approved by the Employer prior to being exercised by employees and shall be cost neutral to the Employer and avoid impact on the Employer's operations.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                              Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                              2/18/22  
Date  
Bargaining Representative for  
OPEIU, Local 153

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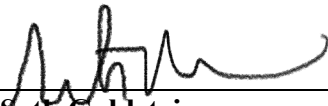
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties, their successors and assigns, and upon any persons, partnership or corporation that may take over the ownership, operations and/or management of the Employer's organization. The Employer will provide a copy of this Agreement to the purchaser. The Employer agrees to meet with the Union to discuss the corporate transaction (i.e., sale or merger) prior to the closing of the corporate transaction but after the execution of the binding document effectuating the deal (i.e., final sales and purchase agreement, not a letter of intent).

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
\_\_\_\_\_  
**Seth Goldstein**                      1/22  
Bargaining Representative for                      Date  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: DISCIPLINE & DISCHARGE

Section 1: The Employer shall have the right to maintain discipline and efficiency and may discharge, suspend or discipline any employee for just cause.

Section 2: If, in accordance with the Grievance and Arbitration provisions of this Agreement, an arbitrator concludes that a non-probationary employee engaged in any of the following conduct, cause for the discipline or discharge imposed shall be established and the grievance shall be denied. However, in all cases such conduct must be supported by just cause for the discipline or discharge imposed. Such conduct includes, but is not limited to, conduct identified in AJWS' Handbook and the following:

1. Stealing, willfully destroying or damaging property of the Employer, employees, donors, grantees, partners, guests or visitors.
2. Blatant refusal to follow the direction of a Supervisor, Department Head or Executive so long as the direction does not violate Section 7 of NLRA.
3. Possession of firearms or other weapons on Employer property.
4. Refusal to comply with safety, fire, sanitation and health laws, regulations and Employer policies, including failure to use personal safety equipment when required.
5. Performing personal work on the Employer's time.
6. Altering, falsifying or making a willful misstatement of fact (including omissions) on official organization documents.
7. Misrepresenting reasons for a leave of absence or other time off from work.
8. Violence, threats of violence, fighting with or endangerment of employees, donors, grantees, partners, guests or visitors.

Section 3: The foregoing list illustrates those types of conduct that may lead to discipline, up to and including termination of employment. However, the list is not intended to be all-inclusive nor shall any individual act of conduct listed above definitely lead to termination. The Employer retains the right to impose discipline, up to and including termination of employment, whenever an employee's conduct warrants such action. The Union retains the right to grieve and submit to arbitration any discipline, up to and including termination of employment, pursuant to the Grievance and Arbitration articles in this agreement.

Section 4: The Employer shall generally follow a progressive disciplinary system (i.e., verbal warning, written warning, final warning, termination). However, the Employer retains the




## Tentative Agreement

right to skip steps of progressive discipline based on management discretion, including consideration of severity of the offense, aggregating factors, etc. Nevertheless, in all cases such discipline or discharge must be supported by just cause.

Section 5: The Employer will notify the Union of any discharge or suspension within two (2) business days from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within ten (10) business days from the date of such discharge or suspension. The dispute shall be submitted to Step Two of the Grievance Procedure.

Section 6: If the discharge of an employee results from conduct relating to a donor, grantee, partner organization or other external party, and the donor, grantee, partner organization or other external party does not appear at the arbitration, the arbitrator shall not assign a negative inference to that party's failure to appear and the arbitrator shall be free to assess the weight of the hearsay evidence.

<i>/s/ Steven J. Porzio</i>	<i>2/22/22</i>		<i>2/22/22</i>
_____	_____	_____	_____
<b>Steven J. Porzio</b>	Date	<b>Seth Goldstein</b>	Date
Bargaining Representative for American Jewish World Services		Bargaining Representative for OPEIU, Local 153	

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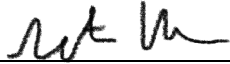
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
EMPLOYEE REPRESENTATION (WEINGARTEN RIGHTS)

Section 1: Whenever an employee is called into an investigatory interview, the purpose of which is to collect facts concerning a suspected disciplinary violation by, involving, or witnessed by such employee, the employee must be informed of the fact that such meeting is deemed an investigatory interview and at their choice may ask to have Union representation during the meeting. Employees can choose to be represented by a steward (or other Union representative) or not. A maximum of one union representative will be permitted to attend any investigatory meeting. The employee's choice of a specific steward shall not unreasonably delay the holding of the investigatory meeting. Thus, if the requested steward is not available within the same business day, any available steward shall be appointed. The Employer shall use best efforts to notify the Union and stewards of the scheduling of an investigatory interview in advance of the meeting.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2 | 8 | 22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

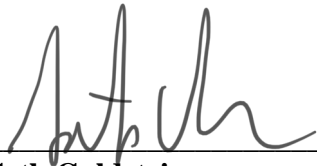
ARTICLE:  
PERSONNEL FILES

Section 1 Upon written request from an employee, the Employer shall permit an employee to inspect their personnel file within seven (7) business days of the Employee's written request to the Employer. Inspection of a physical, hard copy personnel files shall take place during regular business hours with a management representative present. An employee may also view their personnel file electronically, which shall be provided to the employee via email or other secure means. An employee is entitled to inspect their personnel file no more than twice per calendar year.

Section 2 Employees shall be entitled to receive copies of their personnel file.

Section 3 If an employee disagrees with information in their personnel file, the employee may submit a written statement explaining their position, which shall be included in the file.

/s/ Steven J. Porzio                      10/28/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                      10/28/21  
Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## **Tentative Agreement**

**The parties tentatively agree to the following provision:**

### ARTICLE: GRIEVANCE

Section 1: A “grievance” shall be defined as a complaint or dispute which involves the interpretation of, administration of, or compliance with a specific provision of this Agreement, during the term of the Agreement or any written extension of it. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2: A grievance may only be filed by an employee covered by this Agreement, by the Union or by the Employer. If the Union files the grievance, the adversely affected employee shall be identified and shall co-sign the grievance.

Section 3: Within the time period set forth in Section 4, below, an employee shall have the right to present a grievance to the Employer without the intervention of the Union as long as any adjustment of the grievance is not inconsistent with the terms of this Agreement, and as long as the employee filing the grievance provides the Chief Steward with a written summary of any such grievance within ten (10) working days of it being filed.

Section 4: The Parties agree that the time limitations set forth below are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing. Failure to abide by these time limitations shall preclude any subsequent filing or processing of the grievance and shall constitute an abandonment of the issue giving rise to the grievance.

All grievances must be submitted to the Employer in writing, on a form provided by the Union, within fifteen (15) working days after the event or events giving rise to the grievance occurred or within fifteen (15) working days after those events reasonably should have been known to the employee or the Union.

Section 5: Grievances shall be processed in the following manner:

Step One: Grievances shall be presented, in writing by the employee-grievant and/or the Union representative to the Grievant’s direct supervisor, or their designee. Such grievances should, wherever possible, identify (1) the contract clauses violated, (2) the Employer representatives, if any, or employees involved, (3) the date, time and a brief description of the claimed violation, and (4) the specific nature of the relief requested. Such grievances shall be signed by an authorized Union steward or Union representative. A discussion of the grievance shall be held within a reasonable period of time not to exceed (15) fifteen calendar days of receipt of the grievance. For purposes of a discussion of the grievance, the employee may be accompanied by an authorized steward

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

or other coworker. The written answer of the direct supervisor or their designee shall be made available to the steward within ten (10) working days of the Step One meeting. If the problem is not mutually resolved at the first step, whether or not a discussion is held, the grievance shall be presented in writing to the Employer as set forth in Step Two.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented in writing by the employee-grievant and/or the Union representative to the Vice President for People and Culture or their designee within ten (10) working days after the direct supervisor or their designee has responded to the grievance or the date on which the response is due, whichever is sooner. Within fifteen (15) working days of the filing of the grievance at Step Two, the Vice President for People and Culture or their designee may conduct a meeting which the Union shall be required to attend. Within fifteen (15) working days after the meeting is held or after receipt of the grievance if no meeting is held, whichever is sooner, the Employer shall notify the designated Union official of its decision.

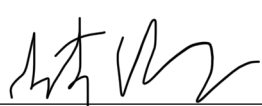
Section 6: Grievances involving the employee's supervisor shall be initiated in Step 2 above.

Section 7: Grievances involving interpretation of employer policies may be initiated at Step 2, above.

Section 8: Where the Employer schedules a grievance meeting during the working hours of the steward, the steward shall be afforded a reasonable period of time to present the grievance without suffering any loss of pay.

Section 9: If at any time the time limits contained in this procedure are not satisfied by the Union, the grievance shall be closed for all purposes. If the Employer fails to meet any of the time limits set forth in this Agreement, it is understood that the grievance will be deemed denied by the Employer at that Step, and the grievance may proceed to the next Step. The time limits in this Agreement shall not be deemed waived except by the mutual written consent of the Employer and the Union.

Section 10: All time limits may be extended by mutual written agreement between the Employer and the Union.

<u>/s/ Steven J. Porzio</u>	<u>2/22/22</u>		<u>2/22/22</u>
<b>Steven J. Porzio</b>	Date	<b>Seth Goldstein</b>	Date
Bargaining Representative for American Jewish World Services		Bargaining Representative for OPEIU, Local 153	

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: ARBITRATION

Section 1: A grievance, as defined above, which has not been resolved thereunder may, within thirty (30) calendar days after completion of Step Two of the grievance procedure, be referred for arbitration by the Employer or the Union to a rotating panel of arbitrators of [SEE SIDE LETTER]. The arbitration shall be conducted under the labor arbitration Rules then prevailing of the AAA, except as modified by this Agreement.

Section 2: No individual employee may institute an arbitration proceeding.

Section 3: The fees and expenses of the AAA, the arbitrator and the hearing room shall be borne equally by the parties. If either party requests an official transcript, each party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 4: The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 5: The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, subtract from, modify or change any of the provisions of this Agreement. The arbitrator shall have the authority only to deny or uphold the grievance. The arbitrator shall have no power to engage in any form of interest arbitration. The arbitrator may not issue any award which provides any monetary remedy which includes any time before ten (10) working days before the grievance was filed. Damages, if awarded, shall be reduced by the grievant's receipt of unemployment compensation benefits, worker's compensation benefits, payments from other insurance policies (including short-term disability insurance), earnings from another source, employment or otherwise, and/or failure to mitigate by seeking employment and/or earnings from another source. The extent of the reduction of damages pursuant to the preceding sentence shall be determined by the Arbitrator.

Section 6: If the Employer raises an issue of procedural arbitrability at any Step of the grievance procedure, a separate hearing shall be scheduled for the arbitrator to consider that issue only, unless otherwise mutually agreed in writing. Two hearing dates will be scheduled unless otherwise mutually agreed in writing by the parties. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further. If the arbitrator determines that the grievance is arbitrable, a hearing shall be held for the arbitrator to consider the merits of the grievance. If the Employer raises an issue of substantive arbitrability,

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## Tentative Agreement

processing of the grievance shall be stayed unless and until a court determines that the grievance is arbitrable.

Section 7: It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps and time limits shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing.

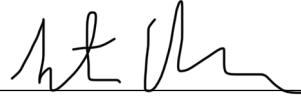
Section 8: Arbitrators' decisions are to be rendered within thirty (30) calendar days of the submission of briefs, unless the parties otherwise agree.

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2/22/22*

\_\_\_\_\_  
Date

**The parties tentatively agree to the following provision:**

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: SENIORITY

Section 1: [Classification Seniority]: (applies for purposes of layoff, recall, transfers and preference for scheduling) Classification Seniority is defined as the length of time an employee has worked continuously since their most recent date of hire in a particular job classification. The seniority of such employees with the same starting date shall be established by their respective application dates.

Section 2: [Employer Seniority]. Employer Seniority determines eligibility or entitlement for benefits, or applies wherever else seniority is a determining factor. Employer seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer subject to the Bridging of Seniority provision in Section 5 below. Employer Seniority commences after the completion of an employee's probationary period and shall be retroactive to their most recent date of hire.

Section 3: [Calculation of Classification Seniority]. Seniority shall commence after the completion of their probationary period and shall be retroactive to their most recent date of hire or placement into their respective job classification.

Section 4: [Loss of Seniority]. An employee's seniority (both Employer and Classification) shall be lost when they:


1. Quit, resign or terminate voluntarily.
2. Are discharged for just cause.
3. Retire.
4. Transfer to a position outside the bargaining unit.
5. Are laid off for a period of nine (9) months.
6. Fail to return to work after expiration of a leave of absence without express written permission of the employer.
7. Accept employment elsewhere while on leave of absence without prior approval of the Employer.
8. Violate the No Strike No Lockout Provision of this Agreement.
9. Fail to accept a comparable position if offered during a layoff.
10. Fail to return to work within four (4) days from date of informing them of recall from layoff.



Section 5: [Bridging of Seniority]. Notwithstanding the above, if an employee breaks their service by leaving their bargaining unit employment and yet is re-hired within a six (6) month period their previously accrued seniority shall be restored. The Employer shall have complete discretion concerning the decision to hire or not hire a former employee and this decision shall not be subject to grievance or arbitration.

Section 6: The Employer shall furnish a copy of the seniority lists to the Union, within ninety (90) days of the effective date of this Agreement; and, thereafter, before the first day of May in each year and upon request. Seniority lists shall include employees' name, job classification, status, and seniority date. If the Union alleges that the list provided by the organization is inaccurate, the Union shall immediately bring this to the attention of the Labor Management Committee. If no such allegation regarding the list is raised within thirty (30) calendar days, the list will be presumed to be correct. Nevertheless, upon a claim of inaccurate data, the Employer will work with the Union to resolve such issue.

/s/ Steven J. Porzio                      2/22/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2-22-22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

# Tentative Agreement

## ARTICLE: LAYOFF AND RECALL

Section 1: The Employer shall notify the Union of a layoff with as much notice as is reasonable under the circumstances. Upon such notification, the parties shall meet to confer about the reasons therefore and reasonably attempt in good faith to avoid or minimize such layoff. If a layoff takes place, the affected employee(s) shall be notified as soon as is practicable.

Section 2: [Order of layoffs]. Bargaining unit employees within the selected shift and/or employment category (i.e. full time or part time) or classification, shall be laid off in the following order:

1. Employees who volunteer for layoff
2. Probationary employees
3. Temporary employees
4. Part time employees regularly scheduled to work less than 30 hours a week
5. Regular full-time employees and regular part-time employee who are regularly scheduled to work 30 or more hours a week

Within such categories and job classifications the layoff (and any subsequent recall) shall consider the employee's skills, abilities, knowledge, versatility, experience level, the quantity and quality of their work, and the employee's qualification, classification, department and/or shift. Where two individuals are equally qualified, layoff (and/or recall) shall be done subject to seniority.

Section 3: In the event of a layoff, the parties agree to bargain over the effects of the layoff with the Union, which shall include the appropriate level of severance.

Section 4: Employees who remain after such layoff shall be required to work as scheduled by the Employer so the Employer's staffing patterns and needs are fully met. In the event that an employee's workload is impacted by a layoff, AJWS will meet with the employee to determine whether an updated job description, a job expansion without promotion or a promotion is warranted based on the impact on workload.

Section 5: [Right to Vacancies].

1. Laid off employees rights to vacancies at time of layoff.

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

a. Laid-off employees may access a copy of all vacancies through the Employer's website. A laid off employee may choose to fill any vacant position within or below their job classification. A laid-off employee shall have priority over all other equally qualified employees for such positions even if they are less senior.

2. AJWS encourages all employees affected by layoff to apply for open positions, and the Employer will grant professional consideration, including at minimum an interview, for an open position to any application from an employee on layoff.

Section 6: [Recall]. Laid-off employees eligible for recall shall be eligible to return to any vacancy in the job classification they held immediately prior to their being laid off and shall be offered recall prior to any non-laid off employee being hired to fill that vacancy. Once all laid off employees who are eligible to be recalled to that vacant position are either recalled or offered recall and vacancies still exist, the Employer is then free to hire whomever it wants to fill that vacancy.


In recalling laid-off employees to fill vacancies in their job classification immediately prior to being laid off, the Employer shall consider the employee's skills, abilities, knowledge, versatility, experience level, the quantity and quality of their work, and the employee's qualification, classification, department and/or shift. Where two individuals are equally qualified, recall shall be done subject to seniority.

Employees on layoff shall not be denied further consideration for recall (reemployment) by declining to accept reemployment to a position with different weekly hours or pay rate from which they were laid off.

Laid-off employees subject to recall will be informed of vacancies electronically by an email notice from the Employer informing them of any vacancies posted at or below their job classification. Laid-off employees must then access the Employer's website to view the job opening(s). To be considered, notified employees must apply for such positions.

All recall rights shall extinguish after six (6) months of layoff.

/s/ Steven J. Porzio                      2/22/22  
\_\_\_\_\_  
**Steven J. Porzio**                      **Date**  
Bargaining Representative for  
American Jewish World Services

                      2/22/22  
\_\_\_\_\_  
**Seth Goldstein**                      **Date**  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
WORKSTATIONS AND OFFICES

Section 1: Employees shall keep workstations, work areas and offices clean and sanitary.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/13/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**


## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
PAST PRACTICE

Section 1: The Employer shall adhere to the express provisions of this Agreement, but shall not be bound by any written or unwritten past practices. To the extent any new practices are created by the employer after the ratification of this Agreement which is to the benefit of any individual bargaining unit employee(s), the Union is entitled to claim that such benefit has become a past practice. However, prior to such practice becoming effective, the Union shall provide notice to the Employer of any putative practice they intend to argue exists. In such case, the Parties shall meet and discuss about such practice. At the conclusion of such meeting, the employer shall have the right, in its sole discretion, to cease the claimed practice prior to it becoming a formalized past practice.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2/10/22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

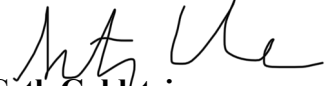
The parties tentatively agree to the following provision:

ARTICLE:  
HEALTH AND SAFETY

Section 1: The Employer agrees to provide employees with safe and healthful conditions of work. Employees will be furnished with equipment necessary for the protection of the health and safety of each worker. The Employer will at all times maintain adequate medical and first aid services. The Union agrees to give assistance and cooperation in the prevention, correction and elimination of all unhealthful and unsafe working conditions and practices. Health and safety issues and its impact on employees shall be a recurring topic for discussion at the Labor-Management Committee.

Section 2: The Employer shall have the right, in its sole discretion, to promulgate, revise or rescind any policies regarding ensuring the safe and healthful conditions at work. This includes, but is not limited to, the Employer's unilateral ability to implement a mandatory vaccination policy.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
**Seth Goldstein**                      Date 8/22  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**


## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
TOBACCO/SMOKE FREE WORKPLACE

Section 1: Smoking shall be prohibited in the workplace, in any Employer vehicle, while engaged in any drill and/or training, or while dealing with a donor, partner, affiliate or the public. Employees shall comply with all New York State and local laws, and the Employer's policies, regarding smoking.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/13/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**


## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE

#### TIME OFF TO VOTE

Employees who do not have sufficient time outside of their regular working hours to vote in a local, state-wide, or national primary or general election will be given time off. An employee will only be paid for up to two (2) hours of such time off unless otherwise required by law. An employee who requires time off to vote must notify their supervisor at least two days prior to Election Day. No employee will be penalized or retaliated against for requesting or taking time off to vote.



**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

8/26/21  
Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

9/1/21  
Date



## Tentative Agreement

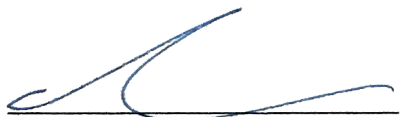
The parties tentatively agree to the following provision:

### ARTICLE

### JURY DUTY AND WITNESS SERVICE

The Employer will provide bargaining unit employees time off to serve on a jury or grand jury, or to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order, as required by law. If such jury/witness duty occurs when business needs require the employee at work, The Employer may request that the court allow the employee to choose a different time to serve in accordance with the court's procedures and as permitted by applicable law. Employees will work cooperatively with their supervisor or manager in making such requests.

Unless otherwise required by applicable state or local law, regular full-time and regular part-time employees taking leave under this policy will be paid their standard pay for each day of absence. Employees will report to work each day they are not performing jury/witness duty, including on any day they are excused from service with more than half of the workday remaining unless otherwise required by state and/or local law.



**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

8/26/21  
Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

9/11/21  
Date

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: STAFF TRAINING

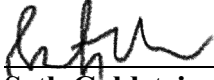
Section 1: The Employer shall provide at no cost appropriate training, in-services, and other programs necessary for employees to perform the duties of their jobs. This shall include, but is not limited to, technological training provided by the Employer to ensure that employees are able to perform the work associated with new technology.

Section 2: The Employer shall provide reasonable notice of such training, in-services, and other programs, which will be scheduled to permit all employees to participate.

Section 3: All employees are required to attend mandatory in-service programs. Employees who attend mandatory in-service programs outside of their typical working hours will be paid for the time spent in such programs.

Section 4: In addition to the training and in-service programs, employees are required to attend all scheduled departmental, divisional and all staff meetings/retreats, unless the employee receives permission from their supervisor to miss such meeting or is otherwise approved time off. It is the employee's responsibility to watch a recording if available or to speak to their manager as to what was discussed.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

 \_\_\_\_\_                      1/22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
POLICY AND PROCEDURE

Section 1: The Parties agree that the Employer's existing policies and procedures, including the Employee Handbook, shall continue in full force and effect. In the event of a conflict between the Employer's policies and this Agreement, the terms of this Agreement shall prevail. The Employer will notify and discuss with the Union of any new policies, or changes or modifications to existing policies as soon as is practicable. In no such event will the new or modified policies contradict the explicit terms of this Agreement.

/s/ Steven J. Porzio                      2/14/22

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

2/18/22

Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**


## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
FAMILY AND MEDICAL LEAVE

Section 1 The Employer shall grant, at a minimum, leaves of absence in accordance with the Federal Family and Medical Leave Act (FMLA), as each of the laws may apply in a particular case. In granting such leaves, the Employer shall retain all rights granted to employers by the FMLA to determine the terms and conditions of such leaves and reinstatement after such leaves. It is expressly understood that, consistent with the FMLA, employees must substitute all accrued or accumulated paid leave time (including, but not limited to vacation time, sick leave, and personal leave) for FMLA leave. This article does not bar parties from bargaining over additional family and medical leave benefits.

/s/ Steven J. Porzio                      10/28/21  
**Steven J. Porzio**                              Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                              10/29/21  
**Seth Goldstein**                              Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement


The parties tentatively agree to the following provision:

### ARTICLE: MILITARY LEAVE

Section 1: Employees may take time off from work for service in the U.S. armed forces in accordance with applicable federal, state and local law. Time off for such purpose shall be without pay.

Section 2: Employees on military leave will accrue seniority while on such leaves as set forth in this Agreement. Employees on military leaves shall be entitled to return to the same or a comparable position at AJWS at the end of such leave in accordance with the provisions of the Uniformed Services Employment and Re-Employment Rights Act and applicable state and local law.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/13/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

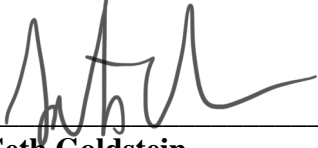
**The parties tentatively agree to the following provision:**

ARTICLE:  
NEW YORK SICK LEAVE WAIVER

The Parties hereby expressly waive city and state legislation regarding paid time off, including (i) the New York City Earned Sick and Safe Time Act (Chapter 8 of Title 20 of the Administrative Code of the City of New York), as amended, (ii) the New York State Paid Sick Leave Law, Section 196-b of the New York Labor Law, (iii) the Westchester County Earned Sick Leave Law, and (iv) any potential city, state, and/or federal legislation to guarantee a certain sick leave, vacation or paid time off benefit to employees that exceeds or is different from the benefit provided in the Collective Bargaining Agreement. To the extent any new or potential sick leave, vacation or paid time off benefit legislation does not permit the Parties to waive the legislation's provisions, the Parties agree to a limited reopener to discuss conforming the Collective Bargaining Agreement to the legislation in a manner that is cost-neutral to the Employer. If any of the waivers included in this paragraph are deemed ineffective or invalid (in whole or part) by a court or other body, or the waivers are ineffective or invalid for any other reason, the Parties agree to replace this paragraph with appropriate language to waive the provisions of the applicable legislation.

Further, the Parties agree and acknowledge that the Collective Bargaining Agreement provides benefits comparable to those provided by the New York City Earned Sick and Safe Time Act, the New York State Paid Sick Leave Law, and the Westchester County Earned Sick Leave Law, including accrual and use of up to 56 accrued hours of sick time per year. The Parties also agree and acknowledge that the Collective Bargaining Agreement will provide benefits comparable to those provided by any new or potential city, state, and/or federal sick leave, vacation or paid time off benefit legislation to employees covered by the Collective Bargaining Agreement.

/s/ Steven J. Porzio                      10/28/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                      10/28/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

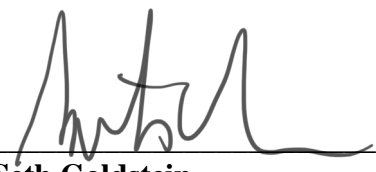
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
HERO ACT WAIVER

The Parties agree that the provisions of S1034B, enacted under New York Labor Law §§ 27-d and 218-b (the “New York HERO Act”), are hereby waived pursuant to New York Labor Law §§ 27-d(7) and 218-b(9). The Parties agree that the Employer has the right, in its sole discretion, to develop and enact an airborne infectious disease exposure prevention plan, and the Parties agree that any such policy or procedure enacted by the Employer will meet or exceed the provisions of the New York HERO Act.

/s/ Steven J. Porzio                      10/28/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                      10/28/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
FORCE MAJEURE

Section 1: “Force Majeure Event” shall mean the occurrence of any of the following events or conditions, provided that such event or condition either (i) forces, requires or compels the Employer to cease operations either partially or entirely; (ii) presents significant challenges for the Employer to perform its obligations under this Agreement, (iii) frustrates the underlying purpose of this Agreement, or; (iv) makes it economically impracticable for the Employer to perform its obligations under this Agreement: fire; riot; power failure; Act of God; wars or war-like action (whether actual or threatened and whether conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism or threats of sabotage or terrorism; explosions; burst pipes, equipment failure, building failure, epidemics, pandemics, environmental hazard, health hazard; weather or natural disasters (including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms or earthquakes); any governmental order or action (civil or military), a loss of funding (i.e., the cancellation, cessation, significant reduction or end of a grant; the loss of a donor; a significant decrease in donations, or; the loss or significant decrease of any other external source of funds), and; any other similar event or condition; provided, however, that none of the foregoing enumerated events or conditions is within the reasonable control of the Employer.

Section 2: Upon the occurrence of a Force Majeure event, the Employer may, in its discretion, deviate from the terms and conditions contained in this Agreement (at any and all offices impacted by the Force Majeure event), so long as such deviations still comply with state, federal and local laws. This includes, but is not limited to, changes to general working conditions including wage rates, benefits, benefit contributions, staffing, scheduling, holidays, paid time off, so long as the changes are reasonably related to ameliorating negative impacts to the Employer from the Force Majeure Event. The Employer and the Union agree, in the spirit of mutual cooperation, to meet for expedited bargaining to determine which changes the Employer has made will be continued or not, as well as whatever other changes need to be made. To the extent either party requests it, an FMCS mediator will participate in such bargaining sessions. However, during such period the provisions of the No Strike and No Lockout clause shall remain in full effect.

/s/ Steven J. Porzio

2/22/22

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

2/22/22

Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**



## Tentative Agreement

The parties tentatively agree to the following provision:

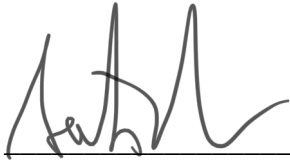
ARTICLE:  
LABOR/MANAGEMENT COMMITTEE

Section 1: A Labor Management Committee will be established of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union. The Committee will meet at least quarterly during the duration of the contract. Either the Employer or the Union may choose up to two (2) additional representatives to serve on the Committee. The Parties may, subject to mutual agreement, hold additional ad hoc meetings as necessary.

Section 2: The Committee shall be composed of an equal number of representatives from management and from the Union/Employees. Such meetings shall be held within a reasonable time after the request. The creation of the Committee and its consideration of issues shall not limit the right of the Parties to resolve disputes pursuant to the grievance and arbitration provisions of the Agreement, nor will it replace the collective bargaining process.

Section 3: The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and the bargaining unit. The Labor-Management Committee is not intended to replace regular interactions and communication between employees and their supervisors.

/s/ Steven J. Porzio                      10/28/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                      10/28/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
SCOPE OF BARGAINING

Section 1: The Parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which may or may not have been within the knowledge or contemplation of either of both of the Parties at the time they negotiated or signed the Agreement.

Section 3: This Agreement contains the entire understanding, undertaking and agreement of the Employer and Union after the exercise of the right and opportunity referred to herein and finally determines all matters of collective bargaining for its term. Any other agreements, policies, practices or arrangements established prior to this Agreement, either oral or written, are hereby superseded and deemed null and void unless explicitly mentioned herein.

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

\_\_\_\_\_  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: AMENDMENTS

Section 1: To be binding, amendments to the Agreement must be in writing and duly executed by the Parties.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                              Date  
Bargaining Representative for  
American Jewish World Services

                      10/13/21  
**Seth Goldstein**                              Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

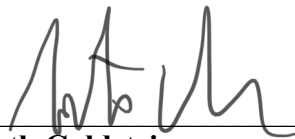
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
NOTICE TO PARTIES

Section 1: Any notice to be served on the Employer under this Agreement will be mailed to the Employer's Vice President for People and Culture, or their designee, by email or hand delivered to the Employer's Vice President for People and Culture or their designee. Any notice or decision required to be served on the Union under this Agreement will be emailed or hand delivered to the local Union Representative and Chief Steward, or their designee.

/s/ Steven J. Porzio                      10/13/21  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      10/28/21  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

**Tentative Agreement**

**The parties tentatively agree to the following provision:**

ARTICLE  
SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government law, regulations or decree, such invalidation shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Further, the Parties agree to immediately enter into negotiations regarding the effect of such nullifications and to renegotiate the invalidated provision(s). Any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and shall thereupon become a part of this Agreement. Any state or federal law passed after the effective date of this Agreement that expressly conflicts with any provision or this Agreement will expressly supersede the respective provision in the Agreement, but all other provisions of this Agreement shall continue in full force and effect.



**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

8/17/21  
Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

8/17/21  
Date

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
SUBCONTRACTING

The Employer shall have the right, at its discretion, to subcontract or contract work which is normally or customarily performed by employees within job classifications or titles covered by this collective bargaining agreement provided such subcontracting or contracting of work does not directly lead to job loss or layoffs within the bargaining unit. The limitations on subcontracting defined in this Article shall not apply where bargaining unit employees have been eliminated or laid off and subcontractors or contractors are engaged to perform work that is not normally or customarily performed by the eliminated or laid off employees. To the extent the employer has legitimate operational reasons for needing to subcontract or contract work that would otherwise be inconsistent with the provisions of this Article, the parties agree to discuss the issue at the Labor-Management Committee on an expedited basis using the protocol set forth in Labor-Management Sub-Committee for Career Advancement (Article VII).

/s/ Steven J. Porzio

2/22/22

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

2/22/22

Date

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: ANNUAL WAGE INCREASE

Section 1: Should non-bargaining unit staff-level employees be awarded an annual increase in excess of any cumulative increase for any given fiscal year (the sum of increases from Sections 3 and 4 below), bargaining unit employee shall be entitled to the difference so that they receive the same overall increase to their base rate for that fiscal year as the non-bargaining unit staff-level employees. (For example: if under Sections 3 and 4 below bargaining unit employees would be entitled to a 1.00% base rate increase in FY 2023 but non-bargaining unit staff-level employees are awarded an annual base rate increase of 1.50% in the FY 2023 fiscal year, all bargaining unit staff-level employees shall be awarded an additional 0.50% base rate increase for the FY 2023, for a total base rate increase of 1.50%.)

Section 2 (Total Annual Increase): All full-time and regular part-time bargaining-unit employees shall receive the following annual increases for each fiscal year ("FY"), subject to Section 3 (Guaranteed Annual Increase), Sections 4 and 5 (Conditional Annual Increase(s)) and Section 5 (Conditional One Time Lump-Sum Payment) below:

- 1) **FY 2023 (Starting May 1, 2022):** Guaranteed Annual Increase (1.00%) + Conditional Annual Increase (up to 2.5%) + Conditional One Time Lump-Sum Payment (up to 0.5%) = Up to 4.00%;
- 2) **FY 2024 (Starting May 1, 2023):** Guaranteed Annual Increase (1.00%) + Conditional Annual Increase (up to 2.5%) + Conditional One Time Lump-Sum Payment (up to 0.5%) = Up to 4.00%;
- 3) **FY 2025 (Starting May 1, 2024):** Guaranteed Annual Increase (1.00%) + Conditional Annual Increase (up to 2.5%) + Conditional One Time Lump-Sum Payment (up to 0.5%) = Up to 4.00%;
- 4) **FY 2026 (Starting May 1, 2025):** Guaranteed Annual Increase (1.00%) + Conditional Annual Increase (up to 2.5%) + Conditional One Time Lump-Sum Payment (up to 0.5%) = Up to 4.00%.

Section 3 (Guaranteed Annual Increase): All full-time and regular part-time bargaining-unit employees shall receive the following guaranteed contractual increases:

- 1) Effective the first full payroll period following May 1, 2022, employees will receive an annual increase of 1.00% to their base rate.
- 2) Effective the first full payroll period following May 1, 2023, employees will receive an annual increase of 1.00% to their base rate.

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- 3) Effective the first full payroll period following May 1, 2024, employees will receive an annual increase of 1.00% to their base rate.
- 4) If an individual is hired on or after May 1st and prior to December 31<sup>st</sup> of the prior fiscal year, their increase will be pro-rated based on the number of months they worked in the prior fiscal year. Individuals hired after January 1st of the prior fiscal year (i.e., within the last 4 months of the prior fiscal year), including internal hires, are not eligible for a salary increase on May 1st.

Section 4 (Conditional Annual Increase): If AJWS's preliminary audited financial statements meet certain financial metrics as of October 1 for any given fiscal year, all full-time and regular part-time bargaining-unit employees shall also be entitled to the below increases in the following fiscal year (for example: if the preliminary audited financial statements for FY 2022 meets the financial metrics below, any wage increase would become effective for FY 2023):

- 1) For any fiscal year where the preliminary audited financial statements results in a negative change in net assets without donor restrictions (i.e., an operating loss), there shall be no conditional annual increase.
- 2) For any fiscal year where the preliminary audited financial statements result in a positive change in net assets without donor restrictions (i.e., an operating surplus), the operating surplus will be applied in following order:
  - a. Board-Designated Working Capital Fund balance equivalent to at least two (2) months of operational expenses without grants as determined by the board approved budget for current fiscal year;
  - b. Board-Designated Reserve Fund balance equivalent to at least six (6) months of operational and grants expenses (excluding humanitarian response grants) as determined by the board approved budget for current fiscal year;
  - c. After fulfilling the needs of the Board-Designated Working Capital Fund and the Board-Designated Reserve Fund, any additional operating surplus may be applied to support up to but no greater than an additional two percent (2%) conditional annual increase for those individuals who are not receiving a promotion, job expansion without promotion or a structural adjustment. Bargaining unit employees shall be entitled to a conditional annual increase (of no greater than two percent) equal to the cost of the increase for bargaining unit employees on a pro rata basis out of the prior fiscal year's remaining operating surplus following satisfaction of the Board-Designated Working Capital and Board-Designated Reserve Fund needs. For example, if bargaining unit employees make up approximately 33% of the workforce and 33% of the remaining operating surplus (following satisfaction of the Board-Designated Working Capital and Board-

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Designated Reserve Fund needs) would cover a 1.5% increase for the bargaining unit employees, bargaining unit employees shall receive a 1.5% conditional increase.

- 3) The conditional annual increase will be applied on the October 15<sup>th</sup> payroll retroactive to May 1 for the given FY.
- 4) The conditional annual increase amount will be communicated to bargaining unit employees no later than October 10 for the given FY.
- 5) When determining the organization's year-end change in net assets without donor restrictions, the following revenue and expenses shall be excluded: (1) AJWS administered donor-advised fund program, (2) Bequests, (3) Donated goods and services, (4) contributions to AJWS's board-designated reserve fund, board-designated working capital fund or endowment fund, (5) charitable gift annuities, (6) special event revenue, net of expenses (7) miscellaneous revenue and (8) investment income, net of expenses.
- 6) If an individual is hired on or after May 1st and prior to December 31<sup>st</sup> of the prior fiscal year, their conditional annual increase will be pro-rated based on the number of months they worked in the prior fiscal year. Individuals hired after January 1st of the prior fiscal year (i.e., within the last 4 months of the prior fiscal year), including internal hires, are not eligible for the conditional annual increase.
- 7) Bargaining unit employees who received a promotion, job expansion without promotion or structural adjustment are not eligible for the conditional annual increase. Instead, the employee shall be solely eligible for the Guaranteed Annual Increase as defined in Section 3.

Section 5 (Second Conditional Annual Increase/One-Time Lump-Sum Payment): Effective October 15, 2022, all full-time and regular part-time employees shall be entitled to a second conditional annual increase and/or an one-time lump-sum payment (i.e., no increase to base salary) for any given fiscal year subject to the following criteria following the close of a fiscal year:

- 1) If 25% of the fiscal year's board-approved budget can be supported by eligible available known net assets with donor restrictions contributed in prior fiscal years, eligible employees shall be entitled to a one-time lump sum payment (i.e., no increase to base salary) equivalent to 0.5% of their base salary as of April 30th of the fiscal year that just ended. (For example, if 25% of the board-approved budget for FY 2023 can be supported by eligible available known net assets with donor restrictions contributed in FY 2022 or prior, the condition for this one-time lump sum payment will be met).

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- 2) If 33% of the fiscal year's board-approved budget can be supported by available known net assets with donor restrictions contributed in prior fiscal years, eligible employees shall instead be entitled to a: (i) one-time lump sum payment (i.e., not to base salary) equivalent to 0.5% of their base salary as of April 30th of the fiscal year that just ended; and, (ii) a 0.5% increase to their base rate as of April 30th of the fiscal year that just ended. (For example, if 33% of the board-approved budget for FY 2023 can be supported by eligible available known net assets with donor restrictions contributed in FY 2022 or prior, the condition for this second conditional annual increase and/or one-time lump-sum payment will be met).
- 3) The maximum second conditional annual increase and/or one-time lump-sum payment available under this Section 5 shall cumulatively be equivalent to 1% of an employee's base salary as of April 30<sup>th</sup> of the fiscal year that just ended.
- 4) When defining base salary for the second conditional annual increase and/or one-time lump-sum payment, temporary salary adjustments will not be taken into consideration (e.g., if an employee is receiving coverage pay on April 30<sup>th</sup> the base salary used to compute the second conditional annual increase and/or one-time lump-sum payment be their salary without the coverage pay increase).
- 5) If an individual is hired on or after May 1st and prior to December 31st of the prior fiscal year, their second conditional annual increase and/or one-time lump-sum payment will be pro-rated based on the number of months they worked in the prior fiscal year. Individuals hired after January 1st of the prior fiscal year (i.e., within the last 4 months of the prior fiscal year), including internal hires, are not eligible for the second conditional annual increase and/or one-time lump-sum payment.
- 6) If either of the financial conditions identified in Paragraphs (1) or (2) are met, the second conditional annual increase and/or one-time lump-sum payment will be applied on the October 15<sup>th</sup> payroll for the given year.
- 7) The second conditional annual increase and/or one-time lump-sum payment amount will be communicated to bargaining unit employees no later than October 10<sup>th</sup> for the given fiscal year.

Section 6 (Discretionary Lump-Sum Payment): Regardless of whether the conditions precedent to employees receiving a conditional annual increase are met pursuant to Section 4 (Conditional Annual Increase), the Organization retains full discretion to issue a one-time lump sum payment to employees in any given fiscal year. When making such a decision, management may consider the financial condition of the organization for the current fiscal year as well as the financial

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outlook of future fiscal years. Such one-time lump sum payments shall be payments of equal value to all bargaining-unit employees. The Organization retains full discretion whether or not to issue a one-time lump sum payment in any given fiscal year and the decision to issue a one-time lump sum payment shall not constitute a past practice nor shall it set a precedent for future years. The Organization may issue such one-time lump sum payments at any time during a fiscal year, but shall be applied no later than the October 15<sup>th</sup> payroll.

*/s/ Steven J. Porzio*

*2/22/22*

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153



Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
JOB LEVELING AND SALARY FRAMEWORK

Section 1: The Union agrees to the terms, frameworks and processes laid out in the AJWS U.S. Staff Job Leveling & Salary Framework (October 2021), except where otherwise addressed in this contract. This includes acceptance of the framework for career bands and tiers, as well as the compensation philosophy from the U.S. Staff Job Leveling & Salary Framework.

Section 2: Non-material adjustments to the Job Leveling & Salary Framework by AJWS must be brought to the Labor-Management Committee for discussion prior to implementation. The Union shall have the right to bargain over any material changes to the terms of the Job Leveling & Salary Framework (i.e., changes to the salary ranges) that would occur prior to the expiration of the CBA.

Section 3: All new salaries resulting from AJWS's job-leveling and salary framework process shall be retroactive to September 1, 2021. Such retroactive amounts shall be payable to eligible employees with close of the first full payroll period following ratification of this agreement.

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*1-22-22*

\_\_\_\_\_  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: SALARY RANGES

Section 1: In accordance with Section 5(C) of the U.S. Staff Job Leveling & Salary Framework, the Employer is committed to providing a respectful living wage to employees and, as such, will establish a starting annual salary floor of \$60,000 for all full-time employees. Part-time employees will receive a prorated rate of pay that is equivalent.

Section 2: Effective September 1, 2021, the Employer will adhere to the following annual salary ranges and rates of pay for bargaining-unit employees:

	Salary Ranges		
Career Level	Tier I	Tier II	Tier III
B1	\$37,000 - \$42,000*	\$42,000 - \$47,000*	\$47,000 - \$52,000*
B2	\$42,500 - \$48,000*	\$48,000 - \$53,500*	\$53,500 - \$59,500*
P1	\$45,500 - \$54,500*	\$54,500 - \$63,500*	\$63,500 - \$73,000
B3	\$49,000 - \$55,500*	\$55,500 - \$62,000*	\$62,000 - \$68,500
B4	\$56,500 - \$64,000*	\$64,000 - \$71,500	\$71,500 - \$79,000
P2	\$59,000 - \$71,000*	\$71,000 - \$83,000	\$83,000 - \$94,500
P3   M1	\$77,000 - \$92,500	\$92,500 - \$108,000	\$108,000 - \$123,000
P4   M2	\$89,500 - \$113,500	\$113,500 - \$137,500	\$137,500 - \$161,000
P5   M3	\$112,000 - \$142,000	\$142,000 - \$172,000	\$172,000 - \$201,500
M4	\$134,500 - \$170,500	\$170,500 - \$206,500	\$206,500 - \$242,000

\*As per Section 2 above, any employees in these Career Levels shall be subject to the \$60,000 annual salary floor.

Section 3: All adjustments to bargaining unit salaries and rates of pay as a result of this contract shall go into effect within thirty (30) days of the execution of the CBA and will be retroactive to September 1, 2021.

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Section 4: As applied to non-exempt employees eligible for overtime pay, the salary ranges listed above are exclusive of overtime pay. For such non-exempt employees who are eligible for overtime pay, overtime will be paid in accordance with the overtime provisions of this contract, as well as applicable law.

Section 5: Management shall have the right to set salaries for new hires, consistent with the Salary Ranges identified in Section 2 above and the U.S. Staff Job Levelling & Salary Framework.

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

\_\_\_\_\_  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: RECLASSIFICATION

Section 1: AJWS will provide each employee with a copy of their job description on file in the Human Resources Department at the time of hire and as part of every annual review process. For any employees covered under this bargaining agreement, a copy of their job description will be provided within ten (10) days of when the contract goes into effect. The job description shall include the job grade. No more than two (2) times per year, if the employee cannot locate a copy of their job description after a reasonable search (including a search of their email or electronically saved files), the employee may request, in writing, a copy of their job description from their supervisor. If the supervisor has not provided a copy of the job description within ten (10) days, the employee may request the copy from their HR Business Partner.

Section 2: If at any time a job has materially changed (i.e., a change in responsibilities, scope, impact, and minimum qualifications of the position), the following Reclassification Process will be followed:

- Step 1: The employee will meet with their manager to discuss their concerns and request for reclassification. Employees are encouraged, but not required, to work with their manager to jointly proceed to Step 2.
- Step 2: The employee and/or their manager will put a request in writing to their HR Business partner and Division Lead, who will then meet with the employee and their manager within ten (10) business days to discuss the reclassification request.
- Step 3: The employee shall receive a written approval or denial of their reclassification request within ten (10) business days of the meeting. Such notices shall include the nature of the reclassification, if any, and all relevant reasoning for the approval or denial.

Decisions regarding reclassification are vested solely with management.

Section 3: If a reclassification request is approved, it shall be effective within thirty (30) calendar days of the approval. Any changes in pay or classification shall be retroactive to the date of the Step 1 meeting identified in Section 2 above. If a reclassification request is denied, the reason shall be given to the employee and the Union. The denial of a request may be further appealed in writing pursuant to the provisions of Article VII (Labor-Management Sub-Committee for Career Advancement).

Section 4: Union members may request and have the right to have a Union Steward or representative present during any of the meetings defined in Section 2 above

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

\_\_\_\_\_  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**



## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: PROMOTIONS

Section 1: Promotion is hereby defined in accordance with Section 5(E) of the U.S. Staff Job Leveling & Salary Framework (a document, which is specifically incorporated by reference herein) as a move from a lower career level or career band to a higher career level or career band due to an organizational need for greater responsibilities to be taken on within the organization, and there is an existing employee appropriately qualified and situated to take on those new or expanded responsibilities. A promotion requires that any change in responsibilities aligns with the scope, complexity, authority and experience or knowledge requirements of a higher career level or career band.

Section 2: “Qualified” shall be defined in this Article in accordance with the criteria identified in Section 5(E) of the U.S. Staff Job Leveling & Salary Framework, including but not limited to : meeting necessary criteria of the vacant position; the candidate’s demonstrated skills, experience, past performance including expertise, demonstrated ability to work well with others, and respect for inclusive practices. Whether an applicant is “qualified” shall be determined at the sole discretion of the Employer. An applicant shall be deemed qualified if they possess each of the required and/or essential elements of the respective job description. The Employer, at its discretion, may deem an applicant to be “partially qualified” if they possess the significant majority of the essential and/or required elements for the position.

Section 3: Promotion opportunities may, at times, arise due to vacancy in a position in a higher career level or career band. Should AJWS decide to fill such vacancy, it is the Organization’s preference to fill such job vacancies from within the Organization before hiring new employees, provided that incumbent employees apply and have the necessary qualifications to fill the vacant position. Where there is a vacant position that the employer intends to fill, the process defined below shall be followed for filling that position:

Category 1(a) (One Qualified Candidate): If one (1) internal applicant applies that the Organization deems qualified based on their application the organization shall conduct an expedited interview process. If, at end of interview process, the organization deems the individual qualified, the individual shall be promoted into the vacant position.

Category 1(b) (Multiple Qualified Candidates): To the extent that more than one internal applicant applies that the Organization deems qualified based on their applications, the Employer will conduct the same expedited interview process as in Category 1(a), at the conclusion of which it will pick which candidate is most qualified and place that candidate into the open position. All other internal candidates shall be notified of the Employer’s decision and why they were not selected within 10 business days and before public/organization wide notification.

Category 2: (No Qualified Candidates) If one or more internal applicant(s) apply and management determines at its sole discretion that no candidate is qualified, or if no internal candidates apply, the Organization shall have the sole right to initiate an external search to fill the vacancy with an external candidate. All internal candidates shall be notified of the Employer's decision and why they were not selected within 10 business days and before public/organization wide notification.

Category 3: (Partially Qualified Candidate(s)) To the extent that one or more internal applicant(s) apply for a vacant promotion position, and the Organization conducts an expedited interview process pursuant to Categories (1)(a) or (b), but concludes that the applicant(s) possess some but not all of the necessary qualifications, the Employer shall meet as expeditiously as possible with the internal applicant(s) and review their qualifications in relation to those required for the vacant position. The Organization shall then have the sole right to initiate an external search to fill the vacancy with an external candidate. The internal applicant(s) will have the option, at their discretion, to either: (i) remove themselves from consideration; or (ii) continue to be considered for the vacant position in conjunction with any external applicants who may apply. Nothing in this provision shall preclude the Organization from asking partially qualified candidates to resubmit their candidacy for the position even after external candidates have been interviewed. All internal candidates not selected shall be notified of the Employer's decision and why they were not selected within 10 business days and before public/organization wide notification.


Section 4: It is the intention of the Employer to ensure that all employees will have a clear understanding of their growth opportunities. This shall include an annual discussion between the employee and the Employer on the benchmarks needed to develop professionally and grow at AJWS. Completion of these benchmarks shall not ensure promotion.

Section 5: Any such decision on promotion shall be made at the sole discretion of the Organization and shall not be subject to the Grievance and Arbitration provisions under this Agreement. However, an employee may raise, in writing, a claimed wrongful denial of promotion pursuant to the provisions of Article VII (Labor-Management Sub-Committee for Career Advancement).

Section 6: As more fully laid out in Section 5(e) of the U.S. Staff Job Leveling and Salary Framework, in order to be eligible for a promotion, an AJWS manager must fully complete and execute a Promotion Recommendation Form to HR signed by a divisional lead on the employee's behalf and the employee must have at least 1 year of service in their current position. Exceptions to the 1 year promotion eligibility bar can be made at the sole discretion of the Employer in response to operational needs.

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/s/ Steven J. Porzio                      2/22/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2-22-22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: JOB EXPANSION WITHOUT PROMOTION

Section 1: In the case that there has been a material and permanent expansion of an employee's job duties that satisfies the definition laid out in Section 5(F) of the U.S. Staff Job Levelling & Salary Framework for job expansion without promotion, the employee may raise with their manager, as part of their annual performance evaluation process, a request to be considered for a job expansion without promotion. There may be instances in which a job expansion without promotion can happen off cycle as a result of restructuring or if a business need arises. Within twenty (20) days after the employee has raised such good faith belief, the following process shall apply:

- Step 1: The employee will meet with their manager to discuss their concerns and request that they be considered for a job expansion without promotion. Employees are encouraged, but not required, to work with their manager to jointly proceed to Step 2.
- Step 2: The employee and/or their manager will complete a Job Expansion Recommendation Form documenting the broadening of activities being performed and submit that to their HR Business partner and Division Lead which will explain the employee's position for why they are entitled to a job expansion without promotion and an associated salary increase. The HR Business partner and Division Lead will then meet with the employee and their manager within ten (10) business days to discuss the job expansion request.
- Step 3: Within thirty (30) business days of AJWS having held the last meeting with a bargaining unit employee regarding a job expansion request after an individual fiscal year's annual review process, the employee shall receive a written approval or denial of their job expansion request. Such notices shall include the nature of the job expansion, if any, and all relevant reasoning for the approval or denial.

To the extent management agrees that an employee is to receive a job expansion without promotion, any changes to salary shall be implemented within thirty (30) days of the Step 3 meeting. Decisions regarding job expansion without promotion are vested solely with management.

Section 2: Union members may request and have the right to have a Union Steward or representative present during the meetings identified in Steps 1, 2 and 3.

Section 3: Should a request for job expansion without promotion be denied by the Employer, the reason shall be given to the employee and the Union. The denial of a request may be further appealed in writing pursuant to the provisions of Article VII (Labor-Management Sub-Committee for Career Advancement).

*/s/ Steven J. Porzio*

*2/22/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



*2-22-22*

\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

\_\_\_\_\_  
Date

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE:

#### LABOR MANAGEMENT SUB-COMMITTEE FOR CAREER ADVANCEMENT

Section 1: Once per-year, each employee in the bargaining unit may appeal to the Labor-Management Sub-Committee for Career Advancement (the “Sub-Committee”) after fulfilling procedures pursuant to Article IV (Reclassification), Article V (Promotion), or Article VI (Job Expansion Without Promotion). In extraordinary circumstances, employees may submit an appeal to the Sub-Committee a second time in a year in the event that new factual circumstances exist that give rise to a second unique new appeal for that employee. Decisions on whether such an exception should be granted shall be vested with the Sub-Committee. For the avoidance of doubt, employees may not use this exception process to re-submit the same appeal for the same alleged Reclassification, Promotion or Job Expansion Without Promotion to the Sub-Committee twice in the same year.

Section 2: In no event shall an employee have the right to appeal their Salary Tier.

Section 3: The Sub-Committee shall be composed of two (2) representatives chosen by the Employer, two (2) representatives chosen by the Union, and the Director of Diversity, Equity and Inclusion or their Leadership designee. To ensure representatives are able to allocate an appropriate level of resources to the Sub-Committee, chosen Union representatives shall use best efforts to avoid holding any other position on a Union committee or sub-committee, CBA-created committee nor shall they be a shop steward, but in no event will this lead to a disruption in operations of the organization.

Section 4: The Sub-Committee shall not meet more than once per month. The Sub-Committee shall have discretion to delay meeting on any appeal in order to determine multiple appeals concurrently.

Section 5: The Sub-Committee shall review all appealed decisions on Reclassification, Promotion and Job Expansion Without Promotion. The Sub-Committee shall have the authority to write bylaws regarding how members rotate on and off the Sub-Committee, the conduct and procedures of the Sub-Committee, and rubric for evaluating appeals. The Organization and the Union reserve the right to approve any bylaws and/or rubric developed by the Sub-Committee prior to their implementation.

Section 6: After an employee decides to appeal to the Sub-Committee, the appeal shall proceed as follows:

Step 1: The Sub-Committee shall determine which appeals are meritorious based on the Sub-Committee bylaws and rubric. All such appeals that are determined to be meritorious shall proceed to Step 2 with or without the Sub-Committee’s recommendation on how to proceed in the case. All such appeals that are determined to

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lack merit shall be deemed fully resolved as of the last decision made in that case and not be subject to further appeal.

Step 2: The determination of merit by the Sub-Committee shall be presented to the Vice President of People & Culture and/or their designee. The Vice President of People of Culture and/or their designee shall respond within ten (10) days granting and/or denying the Reclassification, Promotion or Job Expansion Without Promotion. Any appeal denied by the Vice President of People & Culture and/or their designee may proceed to Step 3 upon written request by the appealing employee.

Step 3: The appeal shall be presented to non-binding mediation before (See Side Letter regarding Arbitrator/Mediator Panel). Cost of mediation is to be borne equally by the parties. The mediator will attempt to assist the parties to resolve disputes regarding appeals of Reclassification, Promotion or Job Expansion Without Promotion decisions on mutually agreeable terms. The mediator should make a recommendation for resolution of the issue(s) at the time of the mediation session. No positions, testimony or statement by any party, their representative, the mediator or witness shall be used in any other proceeding or for any other purpose.

*/s/ Steven J. Porzio*

2/22/22

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

2-22-22

\_\_\_\_\_  
Date

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## Tentative Agreement


The parties tentatively agree to the following provision:

ARTICLE:  
INCLEMENT WEATHER AND OTHER EMERGENCIES

Section 1: In the event the Employer closes any Office location early, or for the day, due to inclement weather, the employee is expected to work remotely/telecommute for the entire/remainder of the day. For non-exempt employees, travel time home will not include loss of pay. Should unavoidable circumstances prevent an employee from accessing the office (i.e.: transit shut down, other state of emergency), even if the office does not close, the employee should alert the Employer as soon as practicable so a solution can be reached. In such circumstances employees will be expected to work from home if unable to access the office. Employees who cannot work remotely/telecommute due to power outage or loss of internet access shall not experience a loss of pay. The Employer shall have a system for notifying individuals when any Office location is closed due to inclement weather.

Section 2: For employees who permanently work remotely, the employee shall not experience loss of pay if the employee cannot work remotely/telecommute due to power outage or loss of internet access. The employee should alert the Employer as soon as is practicable and keep them updated on their anticipated return to work (either virtual or in-person).

/s/ Steven J. Porzio                      2/14/22  
Steven J. Porzio                      Date  
Bargaining Representative for  
American Jewish World Services

                      2/8/22  
Seth Goldstein                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:


ARTICLE:  
REFERRAL PROGRAM

Section 1: Subject to the limitations below, any Employee who refers a qualified outside candidate for an open position, and said candidate is hired by AJWS, shall receive a one-time payment of \$250 within thirty (30) calendar days of referred employee's date of hire.

Section 2: The referring Employee will notify their HR Business Partner and/or Hiring Manager for the open role with the referral's name, the position they are applying for and email address for the referral. The HR Business Partner and/or Hiring Manager will monitor the candidate pool and will notify the Employee should their referral be hired and thus if the employee becomes eligible for the referral payment identified above.

Section 3: Only referrals that take place after a job is posted shall be deemed eligible. Referrals may not take place before the official job posting. Referrals will no longer be eligible for this program 180 days (6 months) after the Employee has notified the HR Business Partner or Hiring Manager of the initial referral.

Section 4: Referral of a former Employee (full time, part-time, temp or contract employee) or intern is not eligible for this program.

<u>/s/ Steven J. Porzio</u>	<u>2/22/22</u>		<u>2-22-22</u>
<b>Steven J. Porzio</b> Bargaining Representative for American Jewish World Services	Date	<b>Seth Goldstein</b> Bargaining Representative for OPEIU, Local 153	Date

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: HOLIDAYS

Section 1: Employees shall receive the following holidays with pay:

- |  |  |
|--|--|
| 1. New Year's Day*                                       | 12. Labor Day (first Monday of September)                  |
| 2. Martin Luther King, Jr. Day (third Monday of January) | 13. Rosh Hashanah (1st Day)**                              |
| 3. President's Day (third Monday of February)            | 14. Rosh Hashanah (2nd Day)**                              |
| 4. Passover (1st Day)**                                  | 15. Yom Kippur**   |
| 5. Passover (2nd Day)**                                  | 16. Sukkot (1st Day)**                                     |
| 6. Passover (7th Day)**                                  | 17. Shemini Atzeret**                                      |
| 7. Passover (8th Day)**                                  | 18. Indigenous People's Day (second Monday of October)     |
| 8. Shavuot (1st Day)**                                   | 19. Thanksgiving Day (fourth Thursday of November)         |
| 9. Memorial Day (last Monday of May)                     | 20. Day After Thanksgiving (Friday following Thanksgiving) |
| 10. Juneteenth*  | 21. Christmas Day*   |
| 11. Fourth of July*                                      |  |

Additionally, if the following days preceding a holiday fall on a weekday, AJWS Offices will close at 1:00pm local time on Erev Passover (i.e., the day preceding the 1<sup>st</sup> or 7<sup>th</sup> Day of Passover), Erev Rosh Hashanah, Erev Yom Kippur and Christmas Eve. If the following days preceding a holiday fall on a workday, AJWS Offices will close at 3:00pm local time on Erev Shavuot, Erev Sukkot, Erev Shemini Atzeret, Thanksgiving Eve, and New Year's Eve.

When holidays marked with one asterisk (\*) fall on a non-working day (i.e. Saturday or Sunday), such holiday shall be observed on the preceding or following work day at the discretion of the Employer. Typically, holidays marked with one asterisk (\*) falling on a Sunday shall be observed on the following Monday. Holidays marked with one asterisk (\*) falling on Saturday shall be observed either on the preceding Friday or the following Monday at the discretion of the Employer.

Holidays with two asterisks (\*\*) shall not be observed by the Organization if such holiday falls on a non-working day in any given year.

Section 2: Generally, the above enumerated holidays are intended to be used as non-working days for all bargaining unit employees. Non-exempt employees who are required to work by the Organization on any of the above enumerated holidays shall be compensated at time and a half of their regular rate of pay.

Section 3: Exempt employees who are asked by the Organization to work on an AJWS-observed holiday shall receive a day off in lieu of the holiday worked off at the sole discretion of a supervisor. This day must be used within two (2) weeks of the AJWS-observed holiday on which

the employee worked, or, with the supervisor's approval, as soon as possible if it occurred during a peak period, or it will be forfeited.

Section 4: Holiday leave is not hours worked and, therefore, is not counted towards overtime calculations.

Section 5: AJWS staff will receive four (4) Floating Holidays per calendar year. Floating holidays accrue at a rate of .33 days per month. Three days will be to allow employees to celebrate other events or occasions that fall during the workweek (for example, though a non-exhaustive list, this may include Eid al-Fitr, Eid al-Adha, Second Day of Shavuot, Second Day of Sukkot or Simchat Torah). Of the four (4) Floating Holidays, one (1) day may be used as a civic engagement day to support staff to engage freely in voting, volunteering, or similar activities that support civic engagement. Employees should inform their supervisors in advance as early in the year as possible of the floating holiday that they wish to observe. Supervisors will respect the floating holiday chosen by the staff member. In the event of separation from, or termination of, employment, no employee will be paid for any unused floating holidays.

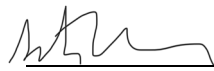
Section 6: The Organization may also, in its sole discretion, close its Offices on the Friday preceding Memorial Day, one work day in the workweek preceding or following the Fourth of July holiday, and the Friday preceding Labor Day. The Organization's decision to not close the Office shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 7: Holidays that occur during an eligible employee's vacation or paid leave will not be counted as vacation or paid leave days taken.

Section 8: In the event of separation from, or termination of, employment, no employee will be paid for any unused holidays.

/s/ Steven J. Porzio  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

2/14/22  
Date

  
Seth Goldstein  
Bargaining Representative for  
OPEIU, Local 153

2/14/22  
Date

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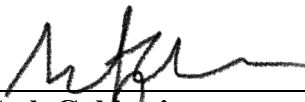
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
PROFESSIONAL DEVELOPMENT FUND

Section 1: The Employer shall continue to provide an annual professional development fund of \$500 USD for each individual employee to utilize. Such funds should be used at the employee's discretion to support their lifelong learning, subject to their manager's approval, to pursue any professional development opportunities beyond the scope of any training, tools, conferences, or other learning opportunities necessary for the employee to perform their job or that the employee is required to attend/complete. Should a manager deny a request for use of professional development funds, the request may be reviewed by their Divisional Lead. Such requests shall still pertain to the work of AJWS, but may pertain to mission-related growth opportunities.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
\_\_\_\_\_  
**Seth Goldstein**                      2/14/22  
Bargaining Representative for                      Date  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: PAID PARENTAL LEAVE

Section 1 (Employee Eligibility): Eligible employees must meet the following criteria:

- Employed with AJWS for at least three (3) consecutive months.
- Temporary employees and interns are not eligible for this benefit.

Employees must also meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or partner of one who has given birth to a child.
- Have adopted a child or been placed with a foster child 17 years of age or younger.

Section 2 (Leave Options): Eligible employees will receive a maximum of twenty (20) weeks of Paid Parental Leave and twelve (12) weeks of Unpaid Parental Leave (collective, “Parental Leave”). A multiple birth or adoption or placement of more than one child at a time only constitutes a single leave event and does not increase the total amount of Parental Leave granted for that event.

An employee can take leave under this policy in a continuous block or intermittently on an AJWS approved reduced work schedule, subject to the requirements below:

- AJWS will provide up to twenty (20) weeks of paid leave (“Paid Leave Period”) and up to twelve (12) weeks of unpaid leave.
- Sixteen (16) Weeks of the Paid Leave Period (“16 Week Period”) shall be used as a block. In the sole discretion of AJWS, subject to the operational needs of the organization, AJWS can permit an employee to use the 16 Week Period as leave on an intermittent basis. In order to use the 16 Week Period on an intermittent basis, the employee must submit to AJWS, and have approved by the organization, an intermittent leave plan. If AJWS approves the intermittent leave plan, the employee must work a maximum of sixteen (16) hours per week. Prior to taking intermittent leave during the 16 Week Period, the employee must submit and have approved a schedule for their leave that complies with the requirements of this subsection.
- Following exhaustion of the leave during the 16 Week Period, the employee shall be eligible for four (4) weeks of the Paid Parental Leave (“4 Week Period”), which may be taken on an intermittent basis without the requirement that employees work a maximum of sixteen (16) hours per week.
- Following the exhaustion of leave during the Paid Leave Period, AJWS will provide twelve (12) weeks Unpaid Job Protected Parental Leave, which shall begin once all Paid Parental Leave is exhausted. Unpaid Job Protected Parental Leave must be taken as a block and cannot be taken intermittently.
- Any leave taken on an intermittent basis under this Paid Parental Leave Policy must be taken in increments of no less than four (4) hours.

- Any leave under this Paid Parental Leave policy must be completed within one (1) year of the qualifying event.

Section 3 (Time Frame and Duration of Parental Leave): Eligible employees will receive a maximum of twenty (20) weeks of Paid Parental Leave and twelve (12) weeks of Unpaid Job Protected Parental Leave, all of which must be taken during the 12-month period immediately following the birth, adoption, or placement of a child with the employee. Any unused Parental Leave will be forfeited at the end of this 12-month time frame.

Section 4 (Compensation and Benefits): Paid Parental Leave will be paid at 100 percent in accordance with the employee's regular, straight-time weekly pay and paid on regularly scheduled pay dates. Upon termination of employment at AJWS, the employee will not be paid for any unused Paid Parental Leave for which they were eligible.

Unless otherwise required by law, at the conclusion of the Paid Parental Leave or Unpaid Job Protected Parental Leave an employee has a right to return to their same or equivalent position.

AJWS will maintain all benefits during the Paid Parental Leave. Payroll deductions for benefits, including 403(b) and health insurance, continue during periods of paid parental leave. An employee must continue to pay their share of the health insurance premiums during the leave. If the employee is on paid leave, such payments will be deducted from the employee's pay with regular payroll deductions. If an employee is on unpaid leave, the employee must make arrangements with AJWS for payment of their portion of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee. If the employee's payment of health insurance premiums is more than 30 days late, AJWS may discontinue health insurance coverage upon notice to the employee.

Section 5 (Adoption and Foster Care): An employee may take leave before the actual placement or adoption of a child if the absence is required for the placement for adoption or foster care to proceed (*e.g.*, to attend counseling sessions, appear in court, consult with an attorney or the doctor(s) representing the birth parent, submit to a physical examination, or travel to another country to complete an adoption.)

Section 6 (Coordination with Other Policies): To the extent permissible by law, any leave under this policy will run concurrently with any family and medical leave to which the employee is entitled under the FMLA, disability benefits and leave, as well as any leave to which the employee is entitled under any state or local law (*e.g.*, AJWS's short-term disability policy, California Paid Family Leave Benefits, New York State Paid Family Leave, California Disability Insurance Benefits, New York Short Term Disability Benefits, etc.). In other words, an employee cannot take leave under this policy and then take twelve weeks off under the FMLA or similarly applicable leave under state or local law; any time spent on paid leave under this policy counts as part of an employee's FMLA leave or similarly applicable leave under state or local

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law. Their pay during the Paid Parental Leave will be coordinated with these benefits such that employees receive no more than the amount to which they would be eligible for under this Paid Parental Leave policy. Where Paid Parental Leave runs concurrently with any other leave, including the leaves identified in this paragraph and any other Employer provided leave, in no event shall an employee be eligible to receive more than 100% of their regular wage. Employees may also be eligible for disability benefits, which are decided by the plan carrier, not AJWS. Although disability benefits may be available during leave under this policy, at no time shall an employee receive more than 100 percent of their regular pay. Employees must apply and be approved for any benefits to which they may be entitled under AJWS' policies and federal, state, or local law, including short-term disability and applicable state paid family leave, in order to be eligible for Paid Parental Leave.

For birthing parents who are certified as disabled by their health care provider prior to or following birth, Paid Parental Leave will begin immediately following their exhaustion of Paid Medical Leave, which will run concurrently with short-term disability benefits, or the end of their period of disability related to the birth as certified by their health care provider, whichever is sooner.

Employees should refer to the appropriate policies in the Employee Handbook or contact Human Resources to obtain specific information governing applicable benefits under federal, state, and local law.

Section 7 (Requesting Intermittent Paid Parental Leave): To request Paid Parental Leave, employees should contact Human Resources for the appropriate claim forms, which the employee must complete and submit, along with appropriate supporting documentation, to AJWS. When the need for Paid Parental Leave is foreseeable, the employee must provide AJWS with at least 30 days' advance notice. If 30 days' notice is not practicable, notice must be given as soon as practicable.

/s/ Steven J. Porzio                      2/15/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

 \_\_\_\_\_                      2/17/22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

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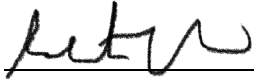
## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
403(b)

- AJWS shall maintain the existing 403(b) retirement plan offered to bargaining unit employees.
- However, management shall have the discretion to modify the 403(b) plan provider so long as it provides a substantially similar benefit.
- Effective January 1, 2023 increase the maximum Employer matching contribution to 4.25% (from 4.00%). AJWS will match 125% for the first 1.00% deferred and then 100% for the next 3.00 % deferred. For example, if an employee contributes 1.00%, AJWS will match 1.25%. If an employee contributes 4.00%, AJWS will contribute 4.25%. If an employee contributes 5.00%, AJWS matches 4.25%.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2/15/22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: HEALTH INSURANCE

Section 1: AJWS shall maintain the current health plan offered to bargaining-unit employees.

Section 2: However, management shall have the discretion to modify the health care plan or carrier so long as it provides a substantially similar benefit. Such change would be driven by AJWS' desire to provide a similar or better benefit at a more competitive cost that has better applicability to AJWS' population.

Section 3: Should AJWS modify the health care plan or carrier for non-bargaining unit staff-level employees, the same change in health care plan or carrier shall apply to bargaining unit employees.

Section 4: AJWS shall maintain the existing percentage contribution sharing plan for the health plan (e.g., for medical insurance, 91% cost to AJWS/ 9% cost to the Employee). However, AJWS shall have the right to a limited reopener in the last calendar year of the agreement in the event that AJWS modifies the plan to a substantially more beneficial plan, upon providing written notice to the Union on or before December 31<sup>st</sup>, to bargain over the contribution sharing plan for the following fiscal year.

Section 5: Health Plan Enhancements: Effective May 1, 2022 and for the duration of this agreement, AJWS shall provide the following enhancements to the existing health plan:

- Eligibility: All newly hired full-time and eligible part-time employees may join AJWS's medical, dental, and vision insurance plans immediately upon their first day of employment.
- Health Reimbursement Arrangement (HRA) Funding: AJWS agrees to increase HRA funding for copays to provide the following benefits:
  - Effective copay for Primary Care Physician (PCP): \$0
  - Effective copay for Specialist: \$25
  - Out of Network Individual Plan effective deductibles: \$1,000
  - Out of Network Individual Plan effective coinsurance maximum: \$1,500
  - Out of Network Family Plan effective deductibles: \$2,000
  - Out of Network Family Plan effective coinsurance maximum: \$3,000
- Dental: AJWS will provide adult and child orthodontia coverage. The maximum benefit for orthodontia services will be \$2,000 per family member per lifetime.
- Transgender and Gender Non-Conforming Benefits: The Parties agree that AJWS healthcare coverage is aligned with New York State guidelines regarding benefits for

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transgender and gender non-conforming individuals. Legally mandated benefits for transgender individuals shall be available to the extent covered by the terms of the health insurance plan. Gender affirmation surgery shall be available to the extent covered by the terms of the health insurance plan. To the extent permissible by law, AJWS will attempt to allow individuals to utilize their own FSA funds to cover additional services for transgender and gender non-conforming staff not covered by insurance.

- Fertility: Effective May 1, 2022, AJWS will increase IVF, GIFT, and ZIFT courses of treatment from three (3) to five (5) courses of treatment, per member per lifetime. Members may use their preferred provider for Fertility, Adoption, and Surrogacy Services to the extent covered by the terms of the health insurance plan.

*/s/ Steven J. Porzio*

*2/22/22*

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: BEREAVEMENT

Section 1: Regular full-time employees will be allowed up to ten (10) working days with pay arising out of the death of an immediate member of the household or family of the employee. Employees may qualify for multiple instances of bereavement leave in any given year assuming each instance qualifies under this Article. Bereavement leave does not carry over from one year to the next and is not compensable upon termination. Regular part-time employees are eligible for a pro-rated amount of time.

Section 2: An immediate member of the household or family is defined to include the employee's current spouse, domestic partner, parent or step-parent, current in-laws, sibling or step-sibling, children, step-children, children of domestic partner, grandparents (including of spouse or domestic partner), and grandchildren, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Such immediate member of the household or family shall include an employee's same-sex or non-binary committed partner and the child or parent of such partner. For purposes of this policy, "same-sex or non-binary committed partners" are defined as being financially and emotionally interdependent in a manner commonly presumed of spouses.

Section 3: Pay is at the regular base rate of pay for each day of absence. Employees should record their absence as bereavement leave on time records.

Section 4: If more than a 10-day bereavement leave is requested, regular full-time and part-time employees may request to substitute accrued vacation days for the additional period beyond 10 days. Employees should notify their supervisor of the need for bereavement leave.

Section 5: Unless otherwise required by law, at the conclusion of the bereavement leave an employee has a right to return to their same or equivalent position.

/s/ Steven J. Porzio  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

2/14/22  
Date

  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

2/8/22  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: PAID MEDICAL LEAVE

Section 1 (Employee Eligibility): Eligible employees must meet the following criteria:

- Employed with AJWS for at least three (3) consecutive months.
- Temporary employees and interns are not eligible for this benefit.

Leave under this policy can be taken for the following specific purposes:

- Care of a member of an employee's immediate member of the household or family (which shall be defined as per the "Bereavement" Article) with a serious health condition; or
- An employee's own serious health condition that makes the employee unable to perform the essential functions of their job.

For purposes of this policy, the term "serious health condition" has the same definition as AJWS's FMLA Policy, and is subject to the same FMLA Leave Procedures, including but not limited to the certification by a health care provider procedures.

Section 2 (Leave Options): Eligible employees will receive a maximum of four (4) weeks of Paid Medical Leave.

An employee can take leave under this policy in a continuous block or intermittently on an AJWS approved reduced work schedule, subject to the limitations below:

- AJWS will provide up to four (4) weeks of paid medical leave.
- If the employee's absence qualifies for short term disability benefits, Paid Medical Leave will be required to be taken in a single block which will run concurrently with the short-term disability benefits.
- In all other cases, Paid Medical Leave may be taken as intermittent leave, but such leave must be taken in increments of no less than four (4) hours. If an employee takes leave intermittently or on a reduced work schedule for a planned medical treatment for their own serious illness, the employee must make a reasonable effort to schedule the treatment so as to accommodate AJWS's needs and not disrupt AJWS's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, AJWS may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.
- Prior to taking Paid Medical Leave on an intermittent basis, the employee must submit to AJWS, and have approved at the sole discretion of AJWS, an intermittent leave plan.
- The amount of leave for part time employees will be determined on a pro-rated basis based on the number of hours worked per week.

Section 3 ("Time Frame and Duration of Paid Medical Leave): Eligible employees will receive a maximum of four (4) weeks of Paid Medical Leave, all of which must be taken during the 12-

month period following the qualifying event, except in cases where short-term disability benefits apply and Paid Medical Leave must be used in a single block while the employee is also eligible for short-term disability benefits. Any unused Paid Medical Leave will be forfeited at the end of this 12-month time frame. Employees shall only be eligible for one four (4) week period of Paid Medical leave per 12-month period, calculated on a rolling basis from when an employee first takes Paid Medical Leave.

Section 4 (Compensation and Benefits): Paid Medical Leave will be paid at 100 percent in accordance with the employee's regular, straight-time weekly pay and paid on regularly scheduled pay dates. Part time employees will be paid on a pro-rated basis. Upon termination of employment at AJWS, the employee will not be paid for any unused Paid Medical Leave for which they were eligible.

Unless otherwise required by law, at the conclusion of Paid Medical Leave an employee has a right to return to their same or equivalent position.

AJWS will maintain all benefits during the Paid Medical Leave. Payroll deductions for benefits, including 403(b) and health insurance, continue during periods of paid medical leave. An employee must continue to pay their share of the health insurance premiums during the leave. If the employee is on paid leave, such payments will be deducted from the employee's pay with regular payroll deductions. If an employee is on unpaid leave, the employee must make arrangements with AJWS for payment of their portion of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee. If the employee's payment of health insurance premiums is more than 30 days late, AJWS may discontinue health insurance coverage upon notice to the employee.

Section 5 (Coordination with Other Policies): Employees shall only be eligible for Paid Medical Leave after the employee has been absent from work for five (5) consecutive business days due to a qualifying reason as identified in "Employee Eligibility" above.

To the extent permissible by law, Paid Medical Leave shall run concurrently with FMLA, disability benefits and leave, and leave available under any applicable state or local laws. Where Paid Medical Leave runs concurrently with any other leave, including the leaves identified in this paragraph and any other Employer provided leave, in no event shall an employee be eligible to receive more than 100% of their regular wage.

For birthing parents who are certified as disabled by their health care provider prior to or following birth, Paid Parental Leave will begin immediately following their exhaustion of Paid Medical Leave, which will run concurrently with short-term disability benefits, or the end of their period of disability related to the birth as certified by their health care provider, whichever is sooner.

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To be eligible for paid leave benefit under this policy, employees are required to apply for and be approved for any applicable leave and/or monetary benefits under all applicable laws and programs (e.g., AJWS's short-term disability policy, California Paid Family Leave Benefits, California Disability Insurance Benefits, New York Paid Family Leave Law, New York Short Term Disability Benefits, etc.), and their pay during the Paid Medical Leave will be coordinated with these benefits such that employees receive no more than the amount to which they would be eligible for under this Paid Medical Leave article.

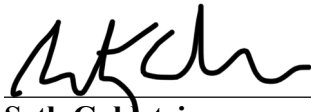
Employees should refer to the appropriate policies in the Employee Handbook or contact Human Resources to obtain specific information governing applicable benefits under federal, state, and local law.

Employees may request an accommodation to assist with transitioning back to work following paid medical leave.

Section 6 (Requesting Paid Medical Leave): The procedure, including deadlines, for requesting leave and providing applicable certification(s) as set forth in AJWS' Leave under the Family and Medical Leave Act Policy applies to requests for leave under this Medical Leave Policy.

/s/ Steven J. Porzio  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

2/15/22  
Date

  
Seth Goldstein  
Bargaining Representative for  
OPEIU, Local 153

2/14/22  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: UNION LEAVE

Section 1: The Employer agrees to grant a reasonable leave of absence to up to two (2) employees per year, not to exceed two (2) weeks per employee per year, for such employees to perform work for the Union. As it relates to AJWS, such leave shall be unpaid time. In addition to the usual union tasks, this may include attending training, conventions, and conferences. Employees granted such leave of absence will retain and accumulate seniority, employer-provided paid leave, and other benefits during such leave period.

/s/ Steven J. Porzio                      1/21/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

Seth Goldstein                      Date  
Bargaining Representative for  
OPEIU, Local 153



1/21/22

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

**The parties tentatively agree to the following provision:**

### ARTICLE: VACANCIES

Section 1: The Employer has the right to source, recruit and select candidates to fill open and vacant positions within the bargaining unit at its sole discretion, except where there may be contrary language contained in the collective bargaining agreement. In cases where there is a vacant full time position the Employer decides to fill or a new bargaining unit job the Employer has decided to fill, the Employer will post such vacancies internally in AJWS for no fewer than seven (7) working days. Such notices shall include the job title, salary range, location, shift or hours, exempt or non-exempt status, job description and qualifications, and deadline for applications. The notice will also specify that this is a bargaining unit position within the AJWS Union. The same information (job title, salary range, location, shift or hours, exempt or non-exempt status, job description and qualifications, deadline for applications, and specify the position is within the AJWS Union) will be provided on every external job posting for a bargaining unit position.

Section 2: All interested candidates must apply in writing to be considered for the job. The Employer will consider applications from all employees. If the Employer receives an application from a qualified or partially qualified internal candidate(s) during the aforementioned seven (7) day period, they must be fully considered pursuant to the process set forth in Section 3 of the Promotions Article (Article #), including consideration of the applicant pursuant to the defined categories, before moving on to external applications.

Section 3: Subject to the above, the Employer shall select the most qualified candidate from the pool of applicants. Qualified as used in this Article and elsewhere in this Agreement shall be defined in accordance with Section 2 of the Promotions Article (Article #).

Section 4: Where a non-bargaining unit employee has superior qualifications, they may be selected over a qualified bargaining unit employee.

Section 5: An incumbent employee who has been awarded a new position pursuant to this Article shall be notified and moved within sixty (60) calendar days of notification unless, in the opinion of the Employer, there will be an adverse effect on services or unless the parties mutually agree to an extension of time. Lateral moves shall include a change from part-time to full-time or a change from full-time to part-time. The Employer shall have the right to return the employee to their former job classification in cases where the Employer in its sole discretion determines that the employee lacks the ability efficiently to perform the job during the thirty (30) day probationary period. A disqualified employee may grieve the decision only on the grounds that the Employer's decision was arbitrary and an abuse of discretion or was otherwise discriminatory. Notwithstanding the language contained in Article # (Probationary Period), incumbent employees moved to an open vacant position shall only be subject to a thirty (30) day probationary period without the option for AJWS to extend it.

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Section 6 (Voluntary Return): Bargaining unit employees who have accepted a new position in a different classification and decide to voluntarily return to their former classification must do so during the first thirty (30) days of their new position. Upon return to their former position, their pay will revert to their previous level of pay.

Section 7: In order to be eligible for a transfer into a vacant position, an employee must have a satisfactory work record for the last three (3) years and at least 1 year of service in their current position. Exceptions to the 1 year transfer eligibility bar can be made at the sole discretion of the Employer in response to operational needs.

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

\_\_\_\_\_  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

**The parties tentatively agree to the following provision:**

### ARTICLE: COVERAGE PAY

Section 1 (Eligibility): Coverage pay shall be provided solely when an employee assumes, at the direction of the Organization, additional duties or responsibilities to support a colleague or a supervisor during a short-term leave of absence (including, but not limited to, parental leave, etc.) or during instances where there is a vacancy. Employees must assume more than 25% of the ongoing responsibilities or duties of the vacant position to be eligible for coverage pay. Calculation of whether the 25% threshold has been met shall be made at the sole discretion of the Organization. Employees may be required to take on less than 25% of the ongoing responsibilities or duties of a vacant position. However, doing so shall not make those employees eligible for coverage pay.

Employees shall only be eligible for coverage pay for additional duties or responsibilities lasting more than thirty (30) days. Coverage pay shall continue for a maximum of twelve (12) months, subject to an extension at the sole discretion of the supervising Executive Leadership Team member and the Vice President for People and Culture or their designee.

Employees only remain eligible for coverage pay if they continue to assume the substantive majority of their current job duties and responsibilities while simultaneously assuming the additional duties or responsibilities of the vacant position. Though an increase in job duties and responsibilities alone does not make an employee eligible for coverage pay, employees shall not be eligible for coverage pay if their overall job duties and responsibilities have not increased. For example, if an employee's overall job duties and responsibilities are reduced (e.g., due to internal or external factors such as COVID-19, a temporary reduction in funding, or organizational needs), employees may be required, at the sole discretion of management, to take on new duties or responsibilities. Such new assignments shall be considered a rebalancing and shall not make the employee eligible for coverage pay. During such rebalancing, employees may be required to assume job duties and responsibilities at the same level as the employee's current level or one level lower or higher than their current level. All such rebalancing shall be discussed with the employee, their manager, divisional lead and HR business partner. All additional job duties and responsibilities shall be documented.

Eligibility for coverage pay shall be at the sole discretion of the supervising Executive Leadership Team member and the Vice President for People and Culture or their designee. The Employer has no duty to offer coverage pay solely due to a vacancy or short term leave of absence. Only qualified regular full or part-time employees are eligible for coverage pay. Contractors and temporary employees shall not be eligible for coverage pay.

Section 2 (Duration): If eligible for coverage pay under this Article, employees shall receive coverage pay from the date they officially assume the duties of the coverage role until a permanent solution is found, a predetermined end date for their additional duties or

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responsibilities or twelve (12) months from when they assumed the duties of the vacant position, whichever comes sooner. Once the coverage pay assignment ends, the employee's salary will be reverted back to their regular base wage rate from prior to the implementation of any coverage pay or their increased base rate due to an annual increase, reclassification, promotion, or job expansion without promotion. To the extent an employee eligible for and receiving coverage pay experiences a change in their job level during the pendency of the Coverage Pay, that employee's pay will be adjusted (either up or down) as a result of that level change pursuant to the calculation in Section 3 below. All coverage payments can be terminated at any time.

Section 3 (Compensation): Employees eligible for coverage pay under this Article shall receive:

- 3% increase to their regular base wage during the time that they are assuming additional duties or responsibilities for a role at the same level as their current role.
- 5% increase to their regular base wage during the time that they are assuming additional duties or responsibilities for a role one level higher than their current role.
- 7% increase to their regular base wage during the time that they are assuming additional duties or responsibilities for a role at two or more levels higher than their current role.

Employees eligible for coverage pay under this Article are entitled to receive holidays, vacation or sick days inclusive of their coverage pay. Employees may not receive coverage pay while on a leave of absence.

Section 4: Employees granted coverage pay shall receive documentation, in writing, of their additional critical job duties and responsibilities and amount and schedule of coverage pay. Such documentation shall also include any performance requirements for receiving coverage pay and the start and end dates for the period of coverage pay, including whether the end date is contingent (e.g., subject to hire of a new employee).

Section 5: Any such decision to grant coverage pay shall be made at the sole discretion of the Organization and shall not be subject to the Grievance and Arbitration provisions under this Agreement. An employee may raise, in writing, a claimed wrongful denial of coverage pay pursuant to the provisions of Article VII (Labor-Management Sub-Committee for Career Advancement).

*/s/ Steven J. Porzio*

*2/22/22*

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

**The parties tentatively agree to the following provision:**

### ARTICLE: REMOTE WORK

Section 1: The Employer shall have the sole right to determine whether employees work remotely or in-office. Prior to making any change that would require employees to return to work in office, the Employer shall provide notice to the Union regarding such change.

Section 2: After the employer has provided notice of such a change, the Labor-Management Committee shall meet for expedited bargaining regarding the effects of the Employer's decision to return to the workplace with the goal of reaching a mutual agreement. Such expedited bargaining period shall not exceed forty-five calendar (45) days, exclusive of AJWS holidays enumerated in this Agreement. The Parties agree to meet at least once per week during the expedited bargaining period for at least a one (1) hour session, or a mutually agreed upon period of time. At the conclusion of the expedited bargaining period, the Parties agree to participate in at least one session of expedited non-binding mediation, to be held within five (5) working days of the close of the above-referenced forty-five (45) day period. The mediation will be before (See Side Letter on Arbitrator/Mediator Panel), or a mutually agreed upon mediator who can meet during the above-identified time period. The cost of mediation is to be borne equally by the parties. The mediator will attempt to assist the Parties to resolve disputes regarding reaching agreement on remote work policy. The mediator should make a recommendation for resolution of the issue(s) at the time of the mediation session. No positions, testimony or statement by any party, their representative, the mediator or witness shall be used in any other proceeding or for any other purpose. If no resolution is reached during the required mediation session(s), there will be a presumption that the parties have reached a good faith impasse, thus allowing the Employer to implement its last best final offer. To the extent that the Parties mutually agree to additional bargaining and/or mediation sessions beyond the periods defined above because good progress is being made, nothing in the above provision shall prevent them from doing so.


Section 3: The No Strike/No Lockout provision (Article #) shall remain in effect during bargaining identified in Section 2.

Section 4: Regardless of what resolution is reached as a result of the process set forth in Section 2, to the extent the Employer implements a remote work policy for non-bargaining unit employees that is more beneficial than the offer implemented pursuant to Section 2, the Employer shall apply the improved policy to bargaining-unit employees.

Section 5: Any employee with a fully signed and approved Alternative Work Arrangement Agreement executed prior to December 31, 2021 shall have the terms of that Agreement honored. Any new request for alternative work arrangements shall be evaluated and addressed consistent with the policies developed by the Labor-Management Committee process set forth in Sections 2 and 3 above.

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

/s/ Steven J. Porzio                      2/22/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2-22-22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
PERFORMANCE REVIEWS, PERFORMANCE EVALUATIONS AND PERFORMANCE  
IMPROVEMENT PLANS

Section 1: The Employer shall review and evaluate the performance of all employees each year. The annual performance review process will also include an employee self-assessment and a manager evaluation. The official annual performance review period shall commence no earlier than the start of the new fiscal year (currently May 1) and shall be concluded within 90 days. Employees shall not receive a salary increase as a result of the annual performance review process. Instead, salary increases will only be given pursuant to the Annual Wage Increase Article, Salary Ranges Article, Reclassification Article, Promotion Article, or Job Expansion Without Promotion Articles of this Agreement.

Section 2: In addition to the annual performance review, the employee shall receive an annual goal setting meeting and, at least one (1) two-way manager/employee feedback check-ins to be held at mutually convenient times.

Section 3: The Employer shall retain the right, in its sole discretion, to make any changes or decisions related to the Performance Review and Evaluation Process. The Employer will seek input from the DEI Working Group on HR Practices when considering any such changes and notify the Labor Management Committee.

Section 4: The Performance Rating Rubric will be developed by the Vice President for People and Culture or their designee and reviewed by the DEI Working Group, and circulated to all staff through a training in advance of the annual review period.

Section 5: If an employee has not received a feedback session pursuant to Section 2 above, they may contact their HR Business Partner or the Vice President for People and Culture or their designee.

Section 6: The Employer retains discretion to, with just cause, place any employee on a performance improvement plan (“PIP”) due to their unsatisfactory performance. The PIP shall include a period of time in which the employee is expected to improve, a description of the performance issues and areas of concern, and a performance improvement plan identifying performance expectations and requirements. Failure to demonstrate significant improvement as outlined in the PIP may lead to progressive discipline, up to and including termination.

/s/ Steven J. Porzio

2/22/22

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



2-22-22

**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

**The parties tentatively agree to the following provision:**

### ARTICLE: VACATIONS

Section 1: Full-time employees shall accrue paid vacation days at the following schedule for each month of work:

Employees with 0-2 years of service - 1.50 days per month (18 days per fiscal year)

Employees with 2-5 years of service - 1.92 days per month (23 days per fiscal year)

Employees with 5+ years of service - 2.08 days per month (25 days per fiscal year)

Regular part-time employees are eligible for vacation accrual on a prorated basis.

Section 2: All policies and procedures for vacation time off contained in AJWS' Handbook, unless changed herein, apply in accordance with applicable laws. Unless otherwise required by law, employees are permitted to rollover a maximum of 10 vacation days from one fiscal year to the next and vacation time not used (in excess of a maximum of 10 permissible rollover days) is not preserved and will be forfeited.

On a one-time, non-precedent setting basis, in order to account for the effects of the Coronavirus Pandemic, any employee eligible for vacation rollover (unless otherwise required by law) may rollover a total of 12 vacation days accrued and unused as of April 30, 2022 for use during Fiscal Year 2023. This shall not evidence of establishment of any practice regarding quantity of vacation rollover days beyond ten days.

Section 3: Employees on a paid leave of absence, including paid parental and paid medical leave, will continue to earn vacation at their above accrual rate. Employees on an unpaid leave of absence or while on disability salary continuation will not continue to earn vacation.

Section 4: On termination of employment, employees are paid accrued but unused vacation through their last day worked at their base rate of pay at the time of termination.


Section 5: All vacations must be approved in advance, or as soon as is practicable, by the employee's immediate supervisor. Employees should submit their vacation requests to their immediate supervisor for approval as soon as they are aware of the need to take time off, or at least two (2) weeks prior to the commencement of a vacation period. Such requests shall not be unreasonably denied by the supervisor.

Section 6: An employee is permitted to borrow up to five (5) not yet accrued vacation days with prior approval from their supervisor. To the extent permitted by law, if an employee has used any vacation days before they have been eligible to it and then leaves the employment of AJWS, the overdrawn amount must be repaid to AJWS.

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**



/s/ Steven J. Porzio                      2/22/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

  
Seth Goldstein                      2-22-22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

**The parties tentatively agree to the following provision:**

ARTICLE:  
SICK LEAVE

Section 1: Regular full-time employees accrue 8 hours (1 day) of sick time for each full month of service up to 96 hours (12 days) per calendar year. Regular part-time employees and temporary employees accrue sick leave in accordance with applicable state and local law.

Section 2: Sick time shall be used only for reasons set forth in AJWS' Handbook and/or as required by applicable law. All policies and procedures for Sick Leave contained in AJWS' Handbook, unless changed herein or unless applicable laws require otherwise.

Section 3: Employees are entitled to use as much sick leave as they have accrued. Unless otherwise required by law, whenever possible, employees should inform their immediate supervisor as far in advance as possible if taking their sick time for foreseeable purposes. Otherwise, employees must notify their immediate supervisor or another designee as soon as is practicable. At all times, except in cases of extreme emergency, employees must report the intended use of sick leave prior to the start of the employee's scheduled shift. To the extent permitted by law, AJWS may, in its discretion, request written verification that sick leave was used for sick leave purposes when an employee has used more than 3 consecutive work days of sick time. If medical documentation is requested to the extent permitted by law, the employee may notify the Employer of extenuating circumstances preventing the employee from securing the required documentation within a reasonable period of time. If the employee has notified the Employer of such extenuating circumstances, the employee may be provided additional time to secure the required documentation. Fraudulent use of sick leave or failure to provide requested documentation may result in disciplinary action, up to and including discharge.

Section 4: Unless otherwise required by law, eligible employees will receive pay at their normal base rate of pay for any sick time taken. No employee will receive pay in lieu of sick time under any circumstances, and employees will not be paid for any accrued but unused sick time upon resignation, termination or other separation from employment.

Section 5: Eligible employees may carry over accrued but unused sick time from one calendar year to the next. However, sick time may only be accumulated up to a total of 480 hours (60 days). Employees will stop accruing sick time once they reach a balance of 480 hours (60 days) and will begin accruing again once their balance falls below that. In the event of separation from, or termination of, employment, an employee will not be paid for any accrued, unused sick days.

*/s/ Steven J. Porzio*

*2/22/22*

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: SCHEDULING

Section 1: For purposes of calculating hours worked, the work week starts at 12:01 a.m. local time on Monday morning and ends at midnight local time the following Sunday. For purposes of calculating hours worked, a work day starts at 12:01 a.m. local time and ends at midnight local time.

Section 2: Employees standard work schedule is from 9:00 a.m. to 5:30 p.m., local time for that employee's particular location, Monday through Friday.

Section 3: The Employer reserves the right to modify an employee's work schedule due to operational needs. Where possible, the Employer will endeavor to provide 72 hours notice prior to the start of the modified schedule in question, except in emergent situations (e.g., inclement weather, illness of coworker, major event, client or donor needs, etc.). Such schedule modifications include the Employer's right to schedule employees to be on-call on weekends.

Section 4: An employee may adjust their work schedule's starting and ending times, subject to supervisor approval (at the supervisor's sole discretion).

For temporary alternative work schedules (adjustments lasting for less than 4 weeks), the alternative work schedule can be approved at the supervisor's sole discretion. For longer-term or permanent alternative work schedules (adjustments lasting 4 weeks or more), the alternative work schedule must be approved by the employee's supervisor and HR, at their sole discretion. All alternative work arrangements must be documented in writing (e.g. an email confirming the temporary schedule adjustment, signed permanent alternative work arrangement, etc.).

Section 5: Scheduling for special events will also be made at the Employer's discretion by taking into consideration employee qualifications, skill and availability. However, Management, in its discretion, may offer work for special events based on the following order of priority: 1) full time employees who will not incur weekly overtime as a result of filling the extra work; 2) part time employees; and finally 3) full time employees who would incur weekly overtime as a result of filling the extra work.

Section 6: The type and quantity of work performed on Fridays shall be done in accordance with Article XXV (Flexible Fridays) of this Agreement.

*/s/ Steven J. Porzio*

*2/22/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*  
\_\_\_\_\_  
Date

**All tentative agreements are conditioned upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.**

## Tentative Agreement

The parties tentatively agree to the following provision:

### ARTICLE: FLEXIBLE FRIDAYS

Section 1: In an effort to support AJWS bargaining unit employee's personal and professional balance, the Parties agree that the AJWS policy titled "Flexible Fridays" shall apply to the bargaining unit for the entire duration of this Agreement. However, to the extent that provisions of this Agreement are in conflict with the Flexible Fridays policy, the terms of this Agreement shall prevail.

Section 2: Employees shall be permitted to use their time on Fridays with greater discretion to allow employees to balance the multiple demands of their personal and professional lives. Employees are encouraged to use best efforts to refrain from sending internal emails, initiating Zoom chats, or scheduling calls and meetings on Fridays. Nevertheless, employees may choose to complete work on Fridays, but should endeavor to do so in a manner that minimizes affecting others as much as possible.

Section 3: Even under the Flexible Friday policy, Fridays remain work days and employees must remain available to respond to urgent matters. Urgent matters are those deemed so at the discretion of the Employer, as well as those where, without acting, the Employer or its partners will miss a strategic opportunity or suffer significant or immediate consequences. Urgent matters may be different for each employee based on the employee's job function. Examples of urgent matters include, but are not limited to: (1) where lives are at risk during a humanitarian crisis; (2) instances of potential damage to a relationship with a donor; (3) time-specific op-eds, digital fundraising and advocacy campaigns that must be completed in a timely fashion to be effective; and (4) if AJWS would suffer reputational damage from not responding to a published news story.

Section 4: If an employee plans to be unreachable on a Friday or cannot work because of other responsibilities, the employee must request that day off as paid time off in accordance with this Agreement.

Section 5: Employees may be asked by the Organization, including their manager, to perform specific work on a Friday, including meeting a deadline or deliverable on a Friday. Employees remain responsible for ensuring that their work continues to proceed smoothly, and are expected to successfully fulfill organizational outcomes. Examples of work that the Organization may require employees to perform on a Friday include, but are not limited to: working with external constituents on time-sensitive projects or requests (e.g., time-sensitive advocacy and disaster response campaigns), work on a deadline that is seasonal or has project-based ebbs and flows, group work that involves deep/focused collaboration, execution of grants and grant payments, site visits, donor meetings, Study Tours, Board-related work including preparation for meetings and management, donor-related work, and external trainings and events that are vital to an employee's professional growth and work. While the Employer will endeavor to not hold organizational, divisional or departmental meetings on Fridays, such meetings may still be scheduled on a Friday at the discretion of the Employer.

Section 6: Employees shall not be entitled to any further compensation for work performed on a Friday. Overtime will be compensated according to the Overtime provision of this Agreement. No special overtime calculation will apply to work performed on a Friday. For non-exempt employees, if they are reachable and able to perform required duties throughout working hours on a Friday, that day will be considered 8 hours worked.

Section 7: Teams and/or departments shall have the ability to develop guidelines regarding Flexible Fridays so long as such guidance does not conflict with this Article. Employees are encouraged to speak to their manager and/or HR Business Partner if they have been consistently unable to use their Fridays in a manner consistent with this Article so that Management can make best efforts to address the situation and allow the Employee to more fully utilize their Flexible Fridays. If issues persist, the Employee can speak to the Labor-Management Committee, or the VP for People and Culture/their designee.

*/s/ Steven J. Porzio*

2/22/22

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

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Date



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**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

2-22-22

\_\_\_\_\_  
Date

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## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
HOURS OF WORK AND OVERTIME

Section 1: Full time shall be defined as working forty (40) hours per week. Part time shall be defined as working less than forty (40) hour per week. Nothing in this agreement shall be considered a guarantee of weekly hours for employees.

Section 2: In general, employees will work five (5) days per week, eight (8) hours each day. The Employer may establish hours of work and shifts other than as provided herein. Each day of work will include thirty (30) minutes of unpaid time for meals, except where state law requires otherwise. Meal breaks are nonworking time.

Section 3: The computation of overtime for non-exempt employees includes hours of worked time that exceeds forty (40) hours in a work week, except where state law requires otherwise. Exempt employees shall not be eligible for overtime. The overtime compensation rate is calculated at 1.5 times the employee's regular rate of pay. Hours already paid at premium rates per Employer policy do not result in double time in overtime work weeks. For example, if an employee receives time and a half for working an observed holiday and the time worked for that holiday are hours worked in excess of 40 hours in that work week, the employee will not receive additional overtime pay for working the holiday. Non-worked time, whether paid or unpaid (e.g., vacation, sick, holiday, bereavement, jury duty, *etc*) are not included in weekly hours for the purpose of the computation of overtime. There shall be no pyramiding of overtime. The Employer, at its discretion, may mandate that employees work overtime consistent with operational needs.

Section 4: Overtime, if any, shall be allocated at the sole discretion of the Employer based on the following factors: operational needs, qualifications, and skills of individual employees.

*/s/ Steven J. Porzio*

*2/22/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



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**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

\_\_\_\_\_  
Date

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## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
TEMPORARY EMPLOYEES


Section 1: Employees may be hired on a temporary basis. Temporary employees are those engaged with the understanding that their employment is for a limited period or for a period not to exceed one (1) year, which may be extended for a period of three (3) months by agreement in writing between the Employer and the Employee.

Section 2: Temporary employees shall not automatically become regular employees at the end of their period of employment. Temporary employees may be hired into full-time or regular part-time positions, in which case they shall be subject to the probationary period set forth in Article XIX. The period of temporary employment shall be credited towards seniority.

Section 3: Temporary employees shall be informed at the time of hire, of their expected length of employment, job description, and job title.

Section 4: Temporary employees shall be entitled to all benefits and protections set forth in this Agreement. However, temporary employees who are terminated at the natural conclusion of their temporary assignment shall not be subject to the Grievance and Arbitration provisions.

/s/ Steven J. Porzio                      2/14/22  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2/14/22  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
CONTRACT WORKERS

Section 1: AJWS may engage non-employee contract workers, unless contrary to express provisions contained in this Agreement.

Section 2: Contract workers shall not be entitled to the benefits or protections set forth in this Agreement, other than those required by law.

/s/ Steven J. Porzio                      2/22/22  
\_\_\_\_\_  
**Steven J. Porzio**                      Date  
Bargaining Representative for  
American Jewish World Services

                      2/22/22  
\_\_\_\_\_  
**Seth Goldstein**                      Date  
Bargaining Representative for  
OPEIU, Local 153

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## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
MEDIA AND PUBLIC COMMUNICATIONS

Section 1: During the duration of the contract, the Parties agree to provide each other with advance copy of all official communications (internal and/or external) explicitly discussing either the Union or Management/Organization, respectively. This includes, but is not limited to, any press releases, public statements, blog posts, media interviews, internal memos and organization-wide emails, annual and/or donor reports, etc. This does not include AJWS Union social media posts that are not otherwise covered by this Article. The parties remain willing to consider issuing joint statements explicitly discussing the Union where both sides play a role in drafting such statements. Notwithstanding the above, nothing in this provision shall be read to require AJWS to produce internal confidential and/or privileged documents.

*/s/ Steven J. Porzio*

*2/22/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

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Date



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**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

\_\_\_\_\_  
Date

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## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
SABBATICALS

The Parties agree to bargain in good faith regarding the establishment of a Sabbatical program once this agreement has expired. However, nothing in this Article shall be construed as an agreement by the Parties to reach a certain outcome regarding the establishment of a Sabbatical program. Both Parties retain all right to make, counter, modify and/or reject any proposal for a Sabbatical Program in the next bargaining period.

*/s/ Steven J. Porzio*

*2/22/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

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Date



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**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

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Date

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## Tentative Agreement

The parties tentatively agree to the following provision:

ARTICLE:  
DURATION

Section 1: This Agreement shall be effective from the date of ratification up to and including August 31, 2025. The Parties agree to commence bargaining for a successor agreement no later than April 1, 2025.

*/s/ Steven J. Porzio*

*2/23/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

\_\_\_\_\_  
Date



*2/23/22*

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**Seth Goldstein**  
Bargaining Representative for  
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**Side Letter: Subcontracting**

To further clarify Article [SUBCONTRACTING] of this Agreement, the parties agree as follows:

AJWS shall not subcontract work normally or customarily performed by bargaining unit employees, if doing so would directly result in laying off of any bargaining unit employees. In the event there are vacant positions within the bargaining unit that AJWS does not intend to fill with AJWS employees, AJWS shall have the right to subcontract the work that was or would be performed by employees in that classification.

*/s/ Steven J. Porzio*

*2/22/22*

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**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

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Date



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**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2/22/22*

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Date

**Side Letter: Arbitrator and Mediator Panel Members**

The Parties agree that having a diverse panel of arbitrators and mediators is an important goal for both sides and for proper administration of the collective bargaining agreement. While the parties have agreed to some arbitrators and mediators thus far (Marty Scheinman, Howard Edelman, Dean Burrell and Ralph Berger), it is likely that either: (i) additional arbitrators and mediators who are more diverse will be added to the existing panel; or (ii) some of the already agreed upon arbitrators and mediators will be replaced by more diverse candidates. The Parties agree to meet to finalize this panel of arbitrators as soon as is practicable and will do so by mutual agreement. The Parties further agree to incorporate the names of the mutually agreed upon arbitrators and mediators into the appropriate provisions of the CBA, even if agreement on the panel takes place after ratification of the agreement.

*/s/ Steven J. Porzio*

*2/22/22*

\_\_\_\_\_  
**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



\_\_\_\_\_  
**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2/22/22*

Date

**Side Letter for Unachieved Demands**

The parties agree that either sides' withdrawal of or failure to achieve bargaining demands during the most recent negotiations on any subject, including but not limited to any proposal in Management Rights or Discipline & Discharge, shall be deemed without prejudice, and may not be cited or referred to in any subsequent proceeding or otherwise cited in support of any interpretation of the collective bargaining agreement.

*/s/ Steven J. Porzio*

*2/22/22*

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



*2-22-22*

**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

Date

## Tentative Agreement

**The parties tentatively agree to the following provision:**

### ARTICLE:

#### SIDE LETTER FOR ANTI-HARASSMENT AND DIVERSITY, EQUITY AND INCLUSION

The Parties agree that the following language shall be included as a side letter in any ratified CBA:

#### ANTI-HARASSMENT PROCEDURE

Section 1: All employees are encouraged to report any alleged incident of discrimination, harassment or retaliation pursuant to AJWS's Handbook.

Section 2: Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially pursuant to AJWS' Handbook. A bargaining unit employee who reports an allegation of harassment, discrimination or retaliation shall have the right to bring a Shop Steward (or other Union representative) with them to meet with the Employer to initiate the claim. The employee shall have the right to be accompanied by a steward (or other union representative) at any meetings with the Employer concerning the claim, though the employee's choice of a specific steward shall not unreasonably delay the holding of the meeting.

Section 3: The Employer shall notify an employee who reports that they experienced harassment, discrimination or retaliation as to the determination of the investigation, including any corrective action(s) that the Organization may implement. To the extent the investigation continues longer than thirty (30) days, the Employer shall notify the employee who claims to have experienced harassment, discrimination or retaliation (and, if appropriate, the employee who reported the issue) every thirty (30) days that the investigation is ongoing until a determination is reached.

#### DIVERSITY, EQUITY and INCLUSION

Section 1: The Employer and the Union are jointly committed to AJWS's organizational Diversity, Equity, and Inclusion (DEI) priorities, and aim to promote and integrate a DEI perspective throughout all aspects of work and this contract.

Section 2: The Employer and Union reaffirm the organizational priorities to:

- Recruit, support and advance diverse candidates who have experienced marginalization due to structural inequities for consideration for positions in all levels of the organization, including leadership positions in accordance with applicable laws.
- Continue to build a working understanding among staff and board of the intersecting experience of minoritized people and how implicit and explicit biases and structural oppressions shape our unconscious attitudes, behaviors and work environments.
- Commit to continuing to use a racial equity lens to move AJWS towards becoming a fully inclusive, anti-racist, multicultural organization.

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- Continue to cultivate a culture of support, learning, transparency, accountability and recourse at every level of the organization, including our board.

Section 3: This Article articulates a list of joint AJWS and Union goals/priorities. AJWS is committed to effectuating these goals as expeditiously as possible. However, given the ongoing nature of this work, the parties agree that this provision is not subject to the Agreement's Grievance or Arbitration provisions.

Section 3: The work of advancing human rights is inherent in AJWS's mission and inextricably connected to the practices of diversity, equity, and inclusion. All employees are expected to apply a DEI lens to their work and to participate in DEI-focused work at the direction of AJWS. More substantive time commitments are necessary of DEI working group members. These commitments are to be communicated through the annual application process for the DEI working group and discussed with managers prior to an employee applying to serve on the DEI working group. All such DEI work that the Organization asks employees to perform shall be treated the same as all other job-related work and compensated at the employees' base rate.

*/s/ Steven J. Porzio*

*2/22/22*

**Steven J. Porzio**  
Bargaining Representative for  
American Jewish World Services

Date



**Seth Goldstein**  
Bargaining Representative for  
OPEIU, Local 153

*2-22-22*

Date

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