

*A Compendium of Provisions
for a Model
Personnel Practices Code*

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A Compendium of Provisions for a Model Personnel Practices Code

I. INTRODUCTION

- A. *The Personnel Practices Code of (NAME OF AGENCY) delineates:* the organization's personnel standards and practices. The Code provides for consistency in practice, and to avoid the need for a fresh decision every time a new situation develops; it provides a working basis for a review of procedures when this is indicated; it helps in the orientation of new staff members; and it gives both management and employees an understanding of policies and reciprocal responsibilities.¹
- B. *Responsibility for Personnel Policies:** Personnel policies shall be established by a Personnel Committee in consultation with the Executive, who shall have the responsibility of administering these policies. Effective means shall be maintained to insure total staff participation in the formulation of personnel policies. The staff shall have the right to be represented in discussions at Personnel Committee meetings. The Personnel Committee shall have the right to hold meetings in executive session, but shall have the obligation to record all decisions reached at such sessions.³

II. STATEMENT OF PRINCIPLES

- A. *Merit Principle:* Employment, and the continuation thereof by the Employer, shall be determined primarily on the basis of the qualifications and competence of the Employee for the specific position. The parties recognize that regardless of length of service, continuance in employment requires continuing satisfactory performance by the Employee.

**Where there is a collective bargaining agreement, this paragraph would be replaced by a section defining and recognizing the collective bargaining unit.²*

- B. *Non-Discrimination*: Within the requirements of the sectarian character of the agency and the essential purposes of its services, there shall be no discrimination against any Employee because of race, religion, ethnicity, sex, age, or physical disability.⁵
- C. *Affirmative Action Principle*:⁶ The need for Affirmative Action programs in order to overcome past discrimination and provide greater opportunities for equal access for disadvantaged minorities and women has been recognized by the National Jewish Community Relations Advisory Council (NJCRAC) in its “Policy on Affirmative Action.”* Recent studies of the status of women who are employed by Jewish communal agencies present troubling statistics suggesting discriminatory practices throughout Jewish communal service. The following practices address this omission:
1. The present workforce shall be analyzed to identify equal opportunity problems.
 2. An Affirmative Action Plan shall be developed according to the principles set forth in the NJCRAC Statement, including a procedure to regularly monitor and measure progress toward solving identified problems.
- D. *Family*: As a Jewish agency concerned with the strength and continuity of Jewish life, the family has special significance. Personnel policies, therefore, shall reflect a concern for and support a family life and encouragement of marriage and childrearing wherever possible.⁷

III. SELECTION OF PERSONNEL

- A. All staff appointments other than Executive are made in accordance with the provisions of this Code by the Executive or staff member designated by the Executive.⁸
- B. After a candidate is selected, the Employer shall notify the rejected applicants in writing as soon as possible.⁹
- C. At the time of hiring, new Employees shall be given the following information in writing:
- employment status (part-time, full-time, temporary, etc.)
 - job title and scope of duties
 - date of the beginning of employment
 - person to whom the Employee is responsible
 - starting salary
 - copy of Personnel Code or Collective Bargaining Agreement and fringe benefit packages¹⁰

*See “NJCRAC Policy on Affirmative Action.” (Page 34)

D. Employment Status

1. *Regular*: A regular Employee is one who is hired with the understanding that the employment will be of continuing nature and who satisfactorily completes the probationary period as defined in Section VI of this Code.¹¹
2. *Temporary*: A temporary Employee is one who is hired with understanding that the employment is for a limited period or for a period not to exceed nine months, which may be extended for a period of three additional months by agreement in writing between the Employee and the Employer. However, if a temporary Employee is employed beyond the one year set forth above, said Employee automatically becomes a regular Employee.¹² When a temporary Employee becomes regular, his or her status shall be retroactive to the date of the beginning of continuous employment. If a temporary Employee is hired for a regular position with different duties, he or she shall serve the usual probationary period.¹³
3. *Part-time*: Part-time Employees are those Employees working less than the full weekly work schedule who are paid on the basis of their work schedule. Part-time Employees working a one-half or more regularly scheduled week shall be entitled to prorated sick leave, holiday and vacation benefits as provided in this Code, and full medical, dental and disability insurance and pension benefits.¹⁴

IV. JOB DESCRIPTIONS AND ANALYSIS

Each Employee shall have a written, individual job description and analysis for his or her position. This shall include a complete description of duties and responsibilities. These job descriptions shall be reviewed periodically to determine that they accurately present the requirements of the position. When there is any change in the duties or assignments of an Employee, such change shall be confirmed in writing and be reflected in a new job description that has been mutually agreed upon by the Employee and the Employer.¹⁵

V. ORIENTATION

All new Employees shall complete an orientation program prior to beginning employment or as soon thereafter as possible. Such orientation shall include a full briefing on the history, purposes and functions of the agency and its relationship to other agencies, its board, committees, volunteers, and to the general community in which it operates. In addition, the Employee shall be oriented to his or her position within the overall structure of the agency.¹⁶

VI. PROBATION

- A. The probationary period for regular professional Employees shall not exceed six months. By mutual agreement between the Employer and the Employee, the probationary period may be extended an additional three months.¹⁷
- B. At the end of the probationary period the Employee shall automatically acquire regular status unless he or she has been given prior notification to the contrary, in writing, of at least two weeks.¹⁸
- C. The employment of probationary Employees may be terminated by either party on two weeks written notice.¹⁹
- D. Upon satisfactory completion of the probationary period, the provisions of this Personnel Code shall apply retroactively to the date of the start of continuous employment.²⁰

VII. EVALUATIONS

- A. Employee shall have a written evaluation by his or her supervisor at the conclusion of the initial probationary period, at the end of a year's employment and annually thereafter, at the conclusion of probation for transfer or promotion, or at any other time deemed necessary.²¹
- B. The content of the evaluation shall be discussed with the Employee and a copy provided to him or her. If the Employee disagrees with the evaluation, he or she shall have the right to submit written comments on the evaluation for inclusion in the Employee's personnel file.²² He or she may also make use of the agency's grievance procedure when the Employee feels that the evaluation is unfair.²³ (See Section X)
- C. Employees who receive an unsatisfactory evaluation, the reasons for which shall be stated, shall be placed on probation with a reasonable opportunity for improvement. The period of probation shall be specific and shall not be less than 30 days or exceed 90 days. If at the end of this period, after a second written evaluation, the Employer finds the worker incompetent, a transfer or dismissal shall be warranted.²⁴

VIII. PROMOTIONS

- A. It is the policy of the Agency to encourage professional staff development and promotion from within whenever possible.²⁵
- B. When professional openings occur, written notice including a job description and salary range, shall be posted or circulated among the staff for five working days before the position is advertised outside the Agency.²⁶

- C. First considerations for such openings shall be given to staff members who possess the basic skills and abilities necessary for such work and who may, within a reasonable period of time, be helped by the Agency to acquire any additional specific knowledge or contacts the position requires.²⁷
- D. Ability and skills being substantially equal, *seniority* shall prevail.²⁸
- E. On the date of promotion, the Employee shall receive either the minimum salary in the new category or the individual's previous salary plus one increment in the new category, whichever shall be greater.²⁹
- F. When an Employee assumes the major duties of any other Employee in a higher category for a period of three months or more, the Employee shall receive an appropriate salary adjustment for the entire period of the temporary assignment.³⁰
- G. A promoted Employee shall be required to serve the probationary period in the new position. If the individual is found unsatisfactory in the new position, he or she shall be restored to the former or similar position with no loss of seniority or other benefits.³¹

IX. TERMINATION OF EMPLOYMENT

- A. *Resignation*: In the case of voluntary resignation, Employees will notify the Employer in writing one month in advance.³²
- B. *Dismissal*: As in the case of hiring, it is the responsibility of the Employer to dismiss staff if there is just and sufficient cause.³³ Such cause will be defined as follows:
 - 1. *Retrenchment or Reorganization*
 - a. Reorganization shall be considered to include any change in the philosophy, purpose, organization, or program of the Agency which alters job requirements, eliminates positions or results in new staff assignments which provide no suitable place for a specific Employee. Retrenchment shall be considered to include the elimination of a position or the reduction in work schedule arising from organizational or program changes required by insufficient operating funds. Regular Employees shall be entitled to a minimum of two months notice of such termination.³⁴ The Employer shall assist in securing other employment through contacts, time off, and any other ways feasible.³⁵

- b. The Employer will give due consideration to seniority of Employees and will attempt to retain Employees in consideration of their seniority in relation to the specific qualifications which are necessary for the continuing work of the organization.³⁶

2. *Incompetence*

- a. Factors which may be considered in the determination of incompetence are as follows:
 - The ability of the Employee to establish sound relationships with supervisors, other Agency staff, lay leadership
 - Growth and progress on the job as evidenced by written evaluations in accordance with the provisions of Section VII of this Code
 - Skill in the performance of duties
 - Regular attendance at work
 - Understanding and acceptance of the philosophy of the Agency³⁷
- b. In the case of incompetence, a regular Employee shall receive a written evaluation of his or her performance in accordance with the provisions of Section VII—C of this Code.³⁸
- c. One month written notice of dismissal shall be given in advance.³⁹
- d. At the discretion of the Employer payment of salary may be substituted for the notice period and termination may become effective with the notification of dismissal.⁴⁰
- e. The Employee has the right to make use of the Agency's grievance procedure when he or she feels that the dismissal is unfair.⁴¹ (See Section X)

3. *Gross Misconduct*

- a. Gross misconduct or malfeasance includes insubordination, theft, dishonesty, unauthorized use of the name of the organization, or unauthorized use of or disclosure to a third person of the records or confidential information of the organization.⁴²
- b. For dismissals due to gross misconduct or malfeasance, no notice period shall be required and the Employee shall immediately forfeit all rights and benefits under this Code except for those set forth under the grievance procedures outlined in Section X of this Code.⁴³

4. *Notification*

- a. The Agency will notify an Employee of any action to terminate employment through a Letter of Termination which shall include the following:
 - the effective date of termination
 - the reason for termination
 - a statement of any salary or accrued benefits to which the Employee may be entitled⁴⁴
- b. In addition, the Employer shall notify the Personnel Committee of all terminations from the professional staff.⁴⁵

C. *Severance Pay*⁴⁶

1. *For Retrenchment or Reorganization:* Regular Employees with more than one year of service shall receive two weeks severance pay for each year of service or major fraction of a year, up to ten years service, and four weeks severance pay for each year of service or major fraction of a year in excess of ten years service, but not in excess of sixty weeks of severance pay.
2. *For Incompetence:* Employees with more than one year of service shall receive two weeks severance pay for the first year of service and one week's severance pay for each year or major fraction of a year thereafter up to a maximum of fifteen weeks⁴⁷
3. *For Discharge for Cause (other than incompetence):* No severance pay.

X. GRIEVANCE PROCEDURES

It is recognized that a prompt and efficient method of settling complaints is an indispensable feature of sound personnel—management relations.⁴⁸

A. *Dispute Other Than Dismissal*

1. In the event an Employee is unable to settle a dispute with his or her immediate supervisor, or in the event a dispute arises out of the interpretation of application of this Code (other than the propriety of a dismissal) the Employee(s) shall submit a written statement of complaint to the Employer within one month after discovery of the facts giving rise to the dispute⁴⁹ and shall be entitled to a conference with the Employer within 10 working days.⁵⁰

2. The Employee(s) may request a mediating role by an appropriate Affiliated Professional Association (APA), “to help the parties negotiate and resolve the differences themselves.”^{51*}
 3. If the dispute is not settled to the mutual satisfaction of the parties within one month from its written submission to the Executive,⁵² the Employee(s) may appeal in writing to the Personnel Committee for a hearing on the matter which will be held within 30 days.^{53†} Within two weeks† the Personnel Committee shall notify the Employee(s) of the decision in writing.⁵⁴
 4. If there is no resolution and both parties agree, they may request binding arbitration, where “the parties to a controversy agree in advance to be bound by the decision of an arbitrator or arbitrators acceptable to both parties.”⁵⁵ The parties shall equally share any cost incidental to such arbitration.⁵⁶
- B. Dismissal⁵⁷
1. In the event an Employee is dismissed and desires to appeal the decision, the Employee must request reconsideration in writing within two weeks of receipt of written notice of dismissal; otherwise, the dismissal shall be deemed final and there shall be no recourse.⁵⁸
 2. The Personnel Committee shall convene a hearing within two weeks of the request and shall notify the Employee of the decision within three calendar days after the hearing. If no answer is given within such time period, the grievance shall be deemed denied.⁵⁹
 3. If the grievance is not deemed satisfactory, the Employee may request binding arbitration as described in Section X—A.4.⁶⁰
- C. An Employee improperly dismissed, who shall be reinstated, shall be reinstated with full back pay. The purpose of such back pay is to make the Employee whole for any loss he or she may have suffered by reason of the improper dismissal and shall be a sum of money equal to the amount he or she normally would have earned as wages during the period, less the net earnings and/or unemployment compensation during the period.⁶¹

* For guidelines on an APA’s mediating role, see “Grievance Procedures.” (Page 50)

† These time requirements might need to be adjusted depending on whether the Personnel Committee is national or local.

XI. JOB CLASSIFICATION

There shall be a classification plan for all positions within the Agency so that Employees may have a clear understanding of duties and the Agency may have a proper basis for payment of salaries. Such classification plan shall include for every position a title, a description of duties, a statement of the qualifications required to perform the duties, a statement of the salary scale applicable to the position, and a statement placing the position in the proper category.⁶²

XII. SALARIES

- A. Salaries should reflect the Agency's Jewish values and commitment to a high level of professionalism. Within these guidelines and in order to attract and maintain the best qualified professionals, the Agency shall establish salary ranges in keeping with comparable salaries in the Jewish communal field and prevailing practice in the local geographic area.⁶³
- B. The total figure for personnel salaries shall be determined as part of the annual budget. Within that framework, the Executive shall review the salaries of each member of the staff and determine the amount of adjustment, if any, in the salaries for the coming twelve months in consultation with each member of the staff directly or through a recognized bargaining agent. The following criteria should be used in the determination: annual increment; cost-of-living based on the Consumer Price Index; and merit (special recognition of exceptional services or professional growth).⁶⁴ A single annual review date shall be in effect for all salaried personnel regardless of the Employee's anniversary date.⁶⁵

XIII. HOURS

- A. *Basic Work Week* of the Agency shall be _____
- B. *Overtime*
 - 1. Every effort shall be made to adhere to the basic work week. While at times it may be difficult to limit hours, evenings or weekend work, in keeping with good standards it must be recognized that efficient and effective functioning on the part of staff members requires adequate leisure time for the pursuit of personal, family and other normal human relationships.⁶⁶

2. The nature of the work performed by professional Employees is such that adherence to a regular schedule of hours is frequently not possible. Employees, therefore, understand that there are times when they are required to be available beyond the normal work day or work week. When such demands are made on more than an occasional basis, some time off will be granted to compensate for the additional time worked. This can be accomplished by providing for a day off from time to time, particularly following extensive weekend work, with the approval of the supervisor.⁶⁷
- C. *Flexible Work Hours*: Recognizing the need to provide support for families and childrearing, the Agency should acknowledge the fact that the basic work load can be completed within a flexible schedule. The Agency should explore the many examples provided by private industry and government in order to develop an appropriate flexible work policy.⁶⁸

XIV. REIMBURSEMENT FOR EXPENSES

Employees shall be reimbursed for expenses incurred in the performance of their duties for the Agency.

- A. Where feasible, receipts shall be submitted for such expenses as meals, toll charges, parking fees, taxis, etc. for full reimbursement, or an agreed upon per diem shall be established and evaluated on a regular basis.⁶⁹
- B. A mileage allowance shall be paid to Employees who use their automobiles in the performance of their duties for the Agency. This allowance shall be reviewed periodically as necessary depending on fluctuating costs.⁷⁰

XV. VACATIONS

- A. Vacations for regular Employees shall be computed on the basis of twenty days a year. After five years of service, the Employee shall accrue one day for each additional year of service, up to a maximum of 25 days after ten years of service (i.e., sixth year—21 days, seventh year—22 days, etc.).⁷¹
- B. An Employee may carry over one year accrued vacation time in addition to his or her current vacation allotment with the express written consent of the Executive. Otherwise, unused vacation time shall be forfeited by the Employee.⁷²
- C. Vacation allowance for less than one year's service shall be prorated on the basis of each month of service.⁷³

- D. If a holiday occurs during a vacation period, it shall not be computed as a part of the vacation.⁷⁴
- E. The scheduling of vacations shall be within the discretion of the Executive or Supervisor on the basis of requests from individual Employees submitted within a reasonable period of time. No Employee will be required to take vacation during a specific period not desired by the Employee unless there is clearly demonstrated necessity. No Employee will be prevented from taking his or her full annual vacation within the year it accrues because of work requirements.⁷⁵ In the case of conflicting vacation schedules, seniority shall be given preference in the allocation of the vacation schedules.⁷⁶
- F. Employees on probation shall not be considered eligible to receive vacations unless they continue employment after the probationary period has been satisfactorily concluded.⁷⁷
- G. Employees who resign giving proper notice of termination or who are dismissed for any cause except misconduct, or who leave for reasons of disability, shall be entitled to vacation pay earned but not taken during a period of employment.⁷⁸
- H. In the event of the death of any Employee, payment of accrued vacation shall be made to the designated beneficiary or estate of the Employee.⁷⁹

XVI. HOLIDAYS

The agency shall be closed on the following holidays:

- A. *United States* - New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,⁸⁰ December 25⁸¹.
- B. *Canada* - Public (statutory) holidays are a provincial matter. Each province is responsible for legislating its own public holidays; therefore the public holidays should be listed in a Code of Personnel Practices in accordance with the legislation of the province in which the Agency resides.
- C. Suitable provision shall be made for all Employees to observe their religious holidays.⁸²
- D. The Agency will be closed on the following Jewish holidays: Rosh Hashanah—2 days; Yom Kippur— 1 day; Succot— 1st, 2nd, and 8th days; Simchat Torah—1 day; Passover— 1st, 2nd, 7th, and 8th days; Shavuot—2 days.⁸³

- E. On the eve of each of the Jewish holidays, the Agency will close ninety minutes before candle lighting, with the exception of Rosh Hashanah, Yom Kippur, and Passover, when the Agency will close at 1:00 PM without a lunch period.⁸⁴
- F. Sabbath observers will be permitted to leave work on Friday in enough time to reach home before sundown.⁸⁵

XVII. LEAVES

A. Sick Leave

- 1. Sick leave with pay shall be granted to regular Employees for personal illness as well as for the illness of a spouse, child, or parent.⁸⁶

<i>Length of Service</i>	<i>Sick Leave Days with Pay</i>
First six months	Two working days per month up to a maximum of 10 working days
Six months to a year	Prorated on the basis of 20 working days per year
Second & third year	20 working days per year
Fourth & fifth year	30 working days per year
Sixth year & after	40 working days per year ⁸⁷

- 2. Sick leave unused in any one year may be accumulated up to a maximum of 60 working days. However, in the case of Employees with 15 years or more of service who are seriously ill, the unused sick leave may be accumulated up to 80 days. In exceptional cases, the Executive may have discretion to grant additional sick leave.⁸⁸
- 3. Unused accrued sick leave may not be converted into pay or vacation.⁸⁹
- 4. A physician’s certificate may be requested at the discretion of the Executive for protracted or recurring illnesses.⁹⁰

B. *Emergency or Compassionate Leave*

- 1. Five days with pay shall be allowed for leave arising out of death of an immediate member of the family (spouse, child, parent, grandparent, sibling, parent-in-law, or a family member residing in the Employee’s household).⁹¹ Additional time may be granted at the discretion of the Executive.⁹²
- 2. Two days per year with pay shall be allowed for urgent personal business, without explanation, but for which advance permission must be secured.⁹³

C. *Parenting Leave*⁹⁴

1. A regular Employee⁹⁵ shall be granted parenting leave without pay for a period not exceeding one year.⁹⁶ This period of leave shall be elected in advance but may be extended by mutual agreement between the Employee and the Executive.
2. An Employee on parenting leave shall advise the Executive one month in advance of the time that he or she wishes to return to work.⁹⁷
3. An Employee returning from parenting leave shall be entitled to return to his or her old job or a similar job.⁹⁸
4. Employees taking parenting leave can receive pay for accumulated vacation.⁹⁹
5. Sick leave may be included as part of parenting leave.¹⁰⁰
6. Seniority shall not be interrupted.¹⁰¹

D. *Leaves Required by Law*

1. Jury Duty: In the event an Employee is called to serve on jury duty and establishes to the satisfaction of the Employer that he or she has actually attended court for that purpose, the Employee shall be paid the difference in pay between his or her salary and the sum received for such jury duty.¹⁰²
2. Military Leave:¹⁰³ The Agency shall grant military leave without pay to Employees inducted into the military service. Upon leaving, the Employee shall receive earned vacation pay.¹⁰⁴ Upon discharge from military service, the Employee who gives notice of return within ninety days¹⁰⁵ after leaving service will be reinstated in his or her previous position or an equivalent one, without loss of seniority,¹⁰⁶ provided that this type of work or its equivalent is still being performed by the Employer and provided that the Employee is mentally and physically capable of performing the duties of the position.
3. Pregnancy Disability Leave: Federal law requires that disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment.” Therefore, when a doctor determines that an Employee can no longer perform her regular duties due to pregnancy, she is entitled to disability benefits in accordance with the Agency’s sick leave policy in conjunction with the state’s disability benefits where applicable.¹⁰⁷

- E. *Voting Time*: All Employees are entitled to at least two hours* time off to vote on Election Day.¹⁰⁸
- F. *Sabbatical Leave*:¹⁰⁹ The Agency shall give sympathetic consideration to requests for sabbatical leaves from Employees with 10 years or more of service¹¹⁰ for purposes of work, study, or travel relating to such an Employee's professional activity. Such leaves may be for three months at full pay or six months at half pay.¹¹¹ Compensation and Employee benefits shall continue during sabbatical leave of absence.¹¹²
- G. *Benefits During Leaves Without Pay*: During an authorized leave of absence without pay, the Employee shall have the right to assume such obligations for payment of medical benefits, insurance and any other benefits as shall be permitted under the provisions of the applicable contracts.¹¹³
- H. *Seniority During Leaves*: During the period of an unpaid leave of absence, except parenting and military leave, the seniority rights of a staff member on leave shall not accumulate but rest at its status as of the day the leave becomes effective. Upon the Employee's return to work, seniority rights shall resume.¹¹⁴

XVIII. STAFF DEVELOPMENT

- A. It is the responsibility of the Agency to implement a development program that offers opportunities for Employees to improve their knowledge, skill, and ability in order to enhance the quality of the professional's work.¹¹⁵
- B. Opportunities shall be provided for Employees to participate in the professional conferences of the Conference of Jewish Communal Service and institutes and seminars conducted by the Affiliated Professional Associations (APAs). New Employees shall be encouraged to attend as an opportunity for training and orientation to the field. With the approval of the Executive, any Employee should be given time off with pay to attend such conferences. In certain cases, the Executive shall have the discretion to reimburse Employees for expenses incurred in connection with such conferences.¹¹⁶
- C. With the express approval of the Executive, an Employee may be permitted time to take special formal educational courses. In certain cases, the Executive shall have the discretion to reimburse the Employee for fees that may be incurred.¹¹⁷

**In some states, time off for voting is required by law.*

XIX. BENEFITS

A. Health Insurance

1. An Agency shall enter into contracts to furnish each Employee with individual or family coverage for Hospitalization, Basic Medical, Major Medical and Dental Insurance to be paid for entirely by the Employer.¹¹⁸
2. The Agency shall provide long term disability income protection for its Employees.¹¹⁹

B. Group Life Insurance

The Employer shall make available Group Life Insurance in an amount equal to twice the Employee's salary on a non-contributory basis. If possible, a third or fourth times salary policy shall be available at the Agency's group rate on a contributory basis.¹²⁰

C. Retirement Plan

For a comprehensive treatment of this issue, see "Goals for Retirement Program Standards." (Page 38)

APPENDIX

Notes

Where applicable, italics denote the primary example used in the provision.

1. Association of Jewish Community Relations Workers (AJCRW); Baltimore Catholic Charities (BCC); *Council of Jewish Federations (CJF) Manual*; Council on Accreditation (C on A); Dallas Jewish Community Center (JCC); National Association of Social Workers (NASW); Waterbury Federation.
2. American Jewish (AJ) Committee; American Jewish (AJ) Congress; Anti-Defamation League (ADL); B'nai B'rith; CJF Agreement; Israel Bonds; Jewish Child Care Association (JCCA); Jewish Welfare Board (JWB); Los Angeles (LA) Federation.
3. Albany Federation; *Buffalo Federation*; CJF Manual; C on A; Dallas JCC; Waterbury Federation (several of these examples have detailed descriptions of the functions and responsibilities of Personnel Committees).
4. BCC; B'nai B'rith; Buffalo Federation; Cleveland Federation; CJF Manual; *Jewish Child Care Association*; NASW.
5. . The list of "suspect categories" was drawn from several variations in the following examples: AJ Congress; AJCRW; Buffalo Federation; Cleveland Federation; CJF Agreement; C on A; Dallas JCC; *Jewish Child Care Association*; LA Federation; Louisville Family and Vocational Service (F&VS); NASW; Waterbury Federation.

6. C on A; *NASW* (although affirmative action is a primary agenda item for Jewish community relation agencies, only the Louisville F&VS includes an affirmative action plan).
7. Although no agency policy surveyed had a statement of principles concerning families, the AJCRW Board requested such an inclusion in its Model Code at the 1981 Annual Meeting.
8. Albany Federation; *Buffalo Federation*; Dallas JCC; Louisville F&VS; Waterbury Federation.
9. *Buffalo Federation*; Dallas JCC; Waterbury Federation.
10. Albany Federation; AJ Committee; Buffalo Federation; Coalition for Alternatives in Jewish Education (CAJE); CJF Agreement; CJF Manual; Dallas JCC; JCCA; JWB; NASW; Waterbury Federation.
11. *AJ Committee*; AJ Congress; B'nai B'rith; Buffalo Federation; CJF Agreement; JWB; Louisville F&VS; Toledo Federation.
12. AJ Committee (six months); AJ Congress; ADL; 8CC; B'nai B'rith; Buffalo Federation; Cleveland Federation; CJF Agreement; Israel Bonds; JCCA (six months); JWB; LA Federation; NASW; Toledo Federation.
13. *AJ Committee*; 8CC; B'nai B'rith (shall be deemed to have completed probation); Cleveland Federation; CJF Agreement; Israel Bonds; JCCA.
14. Although several codes specify part-time status, they differ in definition. AJ Committee; B'nai B'rith; CAJE; Dallas JCC; JCCA; and *LA Federation* specify that some benefits will be prorated; ADL (less than 20 hours); Buffalo Federation (more than 20 hours); *Baltimore Catholic Charities*; Cleveland Federation; CJF Agreement; JWB; NASW; Toledo Federation.
15. Albany Federation; *Buffalo Federation*; C on A; Dallas JCC; Waterbury Federation.
16. Albany Federation; 8CC; *Buffalo Federation*; Council on Accreditation.
17. AJ Committee—Probation for most agencies is six months. Exceptions include: Israel Bonds (three months with three month extension); CAJE (no less than one year, extending to a maximum of six additional months); Dallas JCC (no less than six months); Waterbury Federation (nine months).
18. *CJF Agreement*; JWB; Toledo Federation (four weeks).
19. The agencies above, plus Albany Federation; AJ Committee; Buffalo Federation (30 days); CAJE (“at any time without cause”); Dallas JCC (one month); JCCA (or “pay in lieu thereof”); Waterbury Federation (one month).
20. *AJ Committee*; ADL; AJCRW; Dallas JCC; JCCA; NASW.
21. Albany Federation; *AJ Committee*; AJCRW (“and at regular intervals thereafter”); 8CC; Buffalo Federation; CJF Agreement; CJF Manual (“periodic evaluations”); C on A; Dallas JCC; JCCA; JWB; Louisville F&VS; NASW; Waterbury Federation.
22. Albany Federation; AJ Committee; AJCRW; BCC; Buffalo Federation; *CJF Agreement*; C on A; Dallas JCC; Israel Bonds; JCCA; Louisville F&VS; NASW; Waterbury Federation.
23. Except for AJ Committee and JCCA which forbid the use of their grievance procedure for disputes on the content of an evaluation, the following examples include such a provision: Albany Federation; Buffalo Federation; *CJF Agreement*; Dallas JCC; Louisville F&VS; Waterbury Federation.
24. AJ Committee (90 days); AJCRW (time not specified); *Buffalo Federation* (“should not exceed three months”); CJF Agreement (six months); Israel Bonds; NASW.
25. *AJ Committee*; AJ Congress; ADL; AJCRW; 8CC; B'nai B'rith; Buffalo Federation; CJF Agreement; CJF Manual; Dallas ICC; Israel Bonds; JCCA; JWB; LA Federation; NASW; Waterbury Federation.

26. AJ Congress; ADL (two weeks); B'nai B'rith; *CJF Agreement*; Dallas JCC (15 days); JCCA (one week); JWB; LA Federation; Waterbury Federation (15 days).
27. *AJ Committee*.
28. AJCRW; B'nai B'rith; CJF Manual; JCCA; *JWB*; NASW.
29. *AJ Committee*; JCCA.
30. *AJ Committee*; JCCA (six weeks with same salary arrangement as VIII-D).
31. BCC; B'nai B'rith; *Jewish Child Care Association*.
32. Albany Federation; *AJ Committee*; AJ Congress (two weeks); BCC; B'nai B'rith (two months); Buffalo Federation; CAJE (by March 15th for the following year); Cleveland Federation; CJF Agreement; CJF Manual (“At least 30 days written notice is required—longer for Executives or Sub- Executives”); Dallas JCC (three months); Israel Bonds; JCCA; LA Federation (two months); Louisville F&VS (two weeks); Waterbury Federation (90 days).
33. The following examples use “just and sufficient cause”: Albany Federation; AJ Committee; AJ Congress; ADL; Buffalo Federation; Israel Bonds; JCCA; JWB; LA Federation.
34. AJ Committee; AJ Congress; ADL (one month); AJCRW; BCC (one month); B'nai B'rith; *Buffalo Federation*; Cleveland Federation (six weeks); CJF Agreement; Dallas JCC; LA Federation; Louisville F&VS (four weeks); Waterbury Federation (three months).
35. *CJF Agreement*; Dallas JCC; LA Federation.
36. AJ Committee; AJ Congress; ADL; BCC; B'nai B'rith; *CJF Agreement*; Israel Bonds; JCCA; JWB; LA Federation; Waterbury Federation.
37. *Buffalo Federation*
38. AJ Committee; AJCRW; B'nai B'rith; *Buffalo Federation*; CJF Agreement; Israel Bonds; Waterbury Federation.
39. Albany Federation (no time requirement); AJ Committee; AJ Congress (two weeks); ADL; AJCRW; BCC; *Buffalo Federation*; Cleveland Federation (no time requirement); CJF Agreement (two weeks); Dallas JCC (three months); Israel Bonds; JCCA; JWB; LA Federation; NASW; Toledo Federation (two months); Waterbury Federation.
40. The following examples specify “pay in lieu of notice” provisions: AJ Committee; AJ Congress; *AJCRW*; BCC; Buffalo Federation; Israel Bonds; JCCA; JWB; LA Federation; NASW.
41. The following examples specify “right to appeal” provisions: Albany Federation; AJ Committee; AJ Congress; ADL; BCC; Buffalo Federation; CJF Agreement; CJF Manual; Dallas JCC; JCCA; JWB; LA Federation; NASW; Waterbury Federation.
42. *AJ Congress*; CAJE (also repeated intoxication and/or drug abuse); Cleveland Federation; LA Federation.
43. The following examples separate “misconduct” from other categories: AJ Committee; AJ Congress; ADL; AJCRW; Buffalo Federation; Cleveland Federation; CJF Agreement (earned vacation pay not forfeited); CJF Manual; Dallas JCC; Israel Bonds (accrued vacation pay not forfeited); LA Federation; Waterbury Federation.
44. *Buffalo Federation*.
45. *Buffalo Federation*.
46. *AJ Committee*; AJ Congress; ADL; AJCRW; B'nai B'rith Buffalo Federation; CAJE; Cleveland Federation; CJF Agreement; Dallas JCC; Israel Bonds; JCCA; JWB; LA Federation.
47. The Buffalo Federation, Cleveland Federation and Dallas ICC have no severance benefit when termination is due to incompetence.

48. The following examples specify “grievance procedures”: Albany Federation; AJ Committee; AJ Congress; ADL; AJCRW; BCC; Buffalo Federation; CAJE; CJF *Agreement*; CJF Manual (“almost all Federations define a process for appeals of disagreements and disputes”); Dallas JCC; Israel Bonds; JCCA; JWB; Louisville F&VS; LA Federation; NASW; Waterbury Federation.
49. AJ Congress (10 working days); ADL (one week); B’nai B’rith (5 days); JCCA (one month); JWB (30 working days); LA Federation (20 calendar days).
50. AJ Committee (10 working days); AJ Congress (7 working days); B’nai B’rith (5 working days); Buffalo Federation (one week); *Jewish Child Care Association* (10 working days); JWB (one week); LA Federation (10 days).
51. The definitions of mediation and arbitration were provided by the Mediation and Arbitration Board of the Baltimore Jewish Community Relation Council. This provision was added by AJCRW officers in accordance with the 1964 AJCRW standards.
52. AJ Committee (one calendar week); AJ Congress (10 days); ADL (three weeks); *CJF Agreement* (two weeks); Israel Bonds (two weeks); JCCA (5 working days); JWB (one week); LA Federation (5 calendar days).
53. B’nai B’rith (referred to Executive VP for investigation within 10 days); Buffalo Federation (10 days); CAJE (“The decision of the Executive Committee must be made within 15 days of receipt of the appeal.”); Dallas JCC; JWB (one week); *LA Federation* (30 days); Louisville F&VS (7 days); Waterbury Federation.
54. *Buffalo Federation*; LA Federation (3 calendar days).
55. The following examples have arbitration provisions: AJ Committee; AJ Congress; ADL; B’nai B’rith; CJF *Agreement* (not for dismissals); Dallas JCC; Israel Bonds; JCCA; JWB; LA Federation.
56. AJ Congress; ADL; B’nai B’rith; CJF *Agreement*; Israel Bonds; JCCA; JWB; LA Federation.
57. The following examples separate dismissal from other grievances: AJ Congress; ADL; CAJE; CJF *Agreement*; JCCA; LA Federation.
58. The “grievance waiver” provision is included in the following examples: AJ Congress (one week); ADL (two weeks); B’nai B’rith (5 days); Israel Bonds (six weeks); JCCA (10 days); JWB (30 working days); LA Federation (7 calendar days).
59. See notes #53 and #54.
60. See notes #55 and #56.
61. The following examples state that the Employee should be “reinstated without loss of pay or interruption of tenure”: *AJ Congress*; CJF *Agreement*; CJF Manual; Dallas JCC; Waterbury Federation.
62. AJ Committee (salary ranges not included); AJCRW; *Baltimore Catholic Charities*; CJF *Agreement*; Dallas JCC (salary ranges not included); Israel Bonds; JCCA; LA Federation; NASW.
63. This provision was added at the request of the CJCS Executive Board at the March 1984 meeting.
64. The following examples include all three criteria: ADL; Dallas ICC; Israel Bonds; NASW.
65. *Albany Federation*; AJ Committee; AJ Congress; ADL; Buffalo Federation; CJF *Agreement*; JWB; NASW.
66. *Dallas ICC*; Israel Bonds; Waterbury Federation.
67. *AJ Committee*; AJCRW; CJF Manual; NASW. The following examples specify compensatory time off: AJ Congress; Buffalo Federation; Dallas JCC; JCCA; LA Federation; Waterbury Federation.

68. This provision was added at the request of the AJCRW Board at the 1981 Annual Meeting.
69. The following examples include per diem or specific meal allowance provision: AJ Committee; AJ Congress; DL; B'nai B'rith' Israel Bonds; LA Federation.
70. Albany Federation; AJ Committee; AJ Congress; ADL; B'nai B'rith; Buffalo Federation; CJF Agreement; Israel Bonds; JWB; LA Federation.
71. AJ Committee (up to 28 days after 25 years); AJ Congress (no additional time for years of service); ADL (20 days only after second year); AJCRW; BCC; B'nai B'rith (12/3 working days per month); Buffalo Federation, Cleveland Federation; CJF Agreement and CJF Manual (no additional time for years of service); Dallas ICC (up to 29 days); Israel Bonds (20 days only after second year, up to 22 days after third year); JCCA; JWB (23 days after one year); LA Federation (20 days only after second year, up to 22 days after 20 years); Louisville F&VS (13 days after one year, 20 days after 5 years); NASW; Waterbury Federation.
72. ADL (up to 10 weeks); BCC (not to exceed 10 days); B'nai B'rith (up to 20 working days); Buffalo Federation (may not exceed 40 working days); CJF Agreement (may be cumulative over a two year period); CJF Manual; LA Federation (may accumulate "not to exceed two years"); NASW ("accruable over two years").
73. AJ Committee; AJ Congress; ADL; AJCRW; *Buffalo Federation*; CAJE (prorated after 6 months of employment); CJF Agreement; CJF Manual; Dallas JCC; Israel Bonds; LA Federation.
74. AJ Committee; ADL; CAJE; Cleveland Federation; CJF Agreement; CJF Manual; Dallas JCC; Israel Bonds; JCCA; JWB; LA Federation; Waterbury Federation.
75. *B'nai B'rith*.
76. *CJF Agreement* specifies preference for seniority.
77. *AJ Committee*; BCC; Dallas JCC; JCCA; Waterbury Federation.
78. Albany Federation; *AJ Committee*; AJ Congress; ADL; BCC; B'nai B'rith; Cleveland Federation; CJF Agreement; Dallas JCC; Israel Bonds; JCCA; JWB; LA Federation; NASW; Waterbury Federation.
79. AJ Committee; *AJ Congress*; AOL; Israel Bonds; Louisville F&VS.
80. AJ Committee, AJ Congress, and BCC are also given the Friday after Thanksgiving Day.
81. Dallas ICC, LA Jewish Centers Association and Waterbury Federation are open for some activities on December 25. AJ Committee and JWB have the following provision — "If a legal holiday falls on Sunday, it shall be observed on the following Monday." AJ Congress observes the preceding Friday when a legal holiday falls on a Saturday. Baltimore Catholic Charities specifies both provisions.
82. The following examples specify observance of non-Jewish Religious Holidays by non-Jewish staff: B'nai B'rith; CJF Agreement; Dallas JCC; JCCA.
83. Albany Federation; AJ Committee; AJ Congress; ADL; Buffalo Federation; Cleveland Federation; CJF Agreement; Dallas *JCC*; Israel Bonds; JCCA ("Orthodox observers may observe the 2nd day of Succoth, Passover, and Shevouth"); JWB; LA Federation (some agencies only observe 1st days); Toledo Federation; Waterbury Federation.
84. The following examples specify early closing time: AJ Congress (1:00 PM); ADL (3:00 PM); Cleveland Federation (3:30 PM); JCCA (4:00 PM); JWB (1:00 PM).
85. This provision was added at the request of the CJCS Executive Board at the March 1984 meeting.
86. The following examples recognize some need in this area: B'nai B'rith (emergency leave not to exceed one week); Israel Bonds (7 days sick leave); LA Federation (5

- days sick leave); Louisville F&VS. The AJCRW Board, at the 1981 Annual Meeting, expanded the provision to include family members.
87. The following examples have similar graduated policies based on length of service: *AJ Committee*; ADL; JCCA; B'nai B'rith ("sick leave shall accrue at the rate of 1 $\frac{1}{2}$ working days per month").
 88. The following agencies allow sick leave to accumulate: *AJ Committee*; AJ Congress (up to 45 working days accumulated over not more than 3 successive years); ADL (up to a maximum of 90 days after 20 years); AJCRW ("cumulative to at least 90 days"); BCC (up to a maximum of 90 days); B'nai B'rith (cumulative without limitation); Buffalo Federation (up to a maximum of 54 days); CJF Agreement (up to a maximum of 66 working days); CJF Manual (maximum of 90 days); Dallas JCC (up to 100 working days); Israel Bonds (maximum of 30 days except for prolonged illness—maximum of 130 days); JCCA (not to exceed 50 working days); LA Federation (maximum of 60 days); NASW; Waterbury Federation (no more than 100 working days).
 89. *Albany Federation*; CJF Agreement; Louisville F&VS (after 20 years employment, payment for up to 30 days of unused sick leave shall be made when the individual retires at age 55 or older or because of death).
 90. AJ Committee; AJ Congress (after more than 2 consecutive working days); B'nai B'rith; *Baltimore Catholic Charities*; Buffalo Federation; CAJE; CJF Agreement; Dallas JCC; Israel Bonds; JCCA; LA Federation; Waterbury Federation.
 91. *AJ Committee*; AJ Congress (not to exceed one week); ADL (not to exceed 7 consecutive days); AJCRW; BCC; B'nai B'rith (one week); Buffalo Federation; CAJE; Cleveland Federation; CJF Agreement; CJF Manual; Dallas JCC (one week); Israel Bonds (not to exceed one week); JCCA; LA Federation (3 days); Louisville F&VS; Toledo Federation (up to one week); Waterbury Federation (one week).
 92. Albany Federation; AJ Congress; B'nai B'rith; *Buffalo Federation*; CJF Agreement; JCCA; LA Federation; Waterbury Federation.
 93. AJ Committee and CAJE; BCC and CJF Agreement (3 days); Israel Bonds and Louisville F&VS (2 days charged against sick leave).
 94. The title "Parenting Leave" was chosen to reflect the non-discriminatory nature of the policy. AJ Congress uses the term Maternity/Paternity Leave. NASW specifies Paternity Leave. CAJE (one month of Paternity Leave); JCCA (one week of Paternity Leave).
 95. The following examples require one year of service before taking a parenting leave: *AJ Congress*; AJCRW; Buffalo Federation; CJF Agreement; Israel Bonds; JCCA; JWB; AJ Committee; B'nai B'rith and CAJE (after 24 months); CJF Manual (after a defined period of service).
 96. AJ Committee (six months); *AJ Congress*; AJCRW; B'nai B'rith; Buffalo Federation (six months); Cleveland Federation (not to exceed 60 days); CJF Agreement; CJF Manual; Dallas JCC; Israel Bonds; JCCA (six months); JWB (seven months); LA Federation (length of leave tied to length of service); NASW; Waterbury Federation.
 97. *Israel Bonds*.
 98. *Israel Bonds*; JCCA; NASW.
 99. *CJF Agreement*; CJF Manual; Israel Bonds; JCCA.
 100. *Buffalo Federation*; LA Federation.
 101. AJ Congress (through first six months); CJF Agreement (through one month); *CIF Manual* ("maternity should not change seniority rights").

102. The following examples provide for “paying the difference during jury duty leave”: AJ Congress; BCC; B’nai B’rith; Buffalo Federation; CAJE; Cleveland Federation; CIF Manual; JCCA; JWB ;Waterbury Federation.
103. The following examples include a military leave provision: AJ Congress; ACJRW; BCC; B’nai B’rith; Buffalo Federation; CJF Manual; Dallas JCC; Israel Bonds; JWB; LA Federation; NASW; Waterbury Federation.
104. The following examples specify benefits: AJ Congress; *Israel Bonds*; JWB.
105. AJ Congress (within 40 days).
106. AJ Congress; AJCRW; BCC; B’nai B’rith; JWB; NASW.
107. Equal Employment Opportunities Commission (EEOC) Guidelines on the Pregnancy Discrimination Act, 1979.
108. According to the *CJF Agreement*, two hours are required by law. AJ Committee, AJ Congress, BCC and JCCA also specify two hours; Israel Bonds (adequate time); ADL and B’nai B’rith (half day).
109. The following examples include a sabbatical or study leave *with pay*: *AJ Committee*; AJCRW; B’nai B’rith; CAJE (Executive Level only); Dallas JCC; JWB; NASW. The following examples include a provision for unspecified or study leaves *without pay*: ADL; BCC; Buffalo Federation; Israel Bonds; JCCA; LA Federation; Waterbury Federation.
110. AJ Committee (after twelve years); AJCRW; Dallas JCC (after six years of “continuous full-time service”); CAJE; JWB (seven years); NASW (six years).
111. *AJ Committee*; AJCRW (six months with pay); CAJE (one year at 75% salary); Dallas JCC; JWB (three months with pay); NASW (three months with pay).
112. *AJ Committee*.
113. AJ Committee; *ADL*; B’nai B’rith; CJF (reimbursed upon return to work for maternity or disability leave).
114. AJ Committee; *ADL*; B’nai B’rith; Buffalo Federation; CJF Agreement; Israel Bonds; JCCA; LA Federation (“shall continue to accrue seniority while on an approved leave of absence”; other affiliated agencies not included).
115. *Council on Accreditation*; CAJE.
116. AJCRW; BCC; CAJE; Dallas JCC; JCCA; LA Federation; NASW; Waterbury Federation.
117. AJ Committee; AJCRW; CAJE (“credit for advance study may become one of the basis for salary increments”); Dallas JCC; JCCA; NASW; Waterbury Federation.
118. AJ Committee and AJ Congress (Employer pays 50% of family coverage); ADL (Employer pays 80% of family coverage except dental which is 50%); AJCRW (family coverage at Employee’s expense); Buffalo Federation (does not include dental); CJF Agreement; Dallas JCC (Employer pays for family coverage after seven years); JCCA (dental—a maximum of \$32.50 per year—and family coverage is at Employee’s expense); JWB (does not include dental; major medical for families is at Employee’s expense); Waterbury Federation. MODEL PERSONNEL PRACTICES CODE 33
119. AJ Committee (contributory plan); AJ Congress (coverage of \$2,000); CJF Agreement (one year’s salary rounded to the nearest \$1,000); Israel Bonds (60% of Employee’s monthly salary hut not more than \$1,500 per month); Waterbury Federation (provides not more than 2/3 of annual salary at the time of disability).
120. AJ Committee (contributory plan); American Jewish Congress (\$2,000 paid by Employer); CJF Agreement (one year’s salary rounded to the nearest \$1,000); Israel Bonds (based on a salary schedule); JCCA (\$2,500 paid by Employer); JWB (\$3,500 paid by Employer); Waterbury Federation (to the nearest \$5,000 of salary).

Resources

- Personnel Policies and Practices*, Greater Albany Jewish Federation.
American Jewish Committee and American Jewish Committee Professional Staff
Organization Agreement, January 1, 1981—December 31, 1983.
- American Jewish Congress and Local 107, District Council 1707, Community and
Social Agency Employees Union, AFSCME, AFL-CIO *Professional
Agreement*, January 1, 1979—December 31, 1980.
- AJCRW Standards for Personnel Practices for Professional Workers in Jewish
Community Relations Agencies*, November, 1964.
- Personnel Practices*, Associated Catholic Charities, Baltimore, May, 1978.
- Code of Personnel Practices*, Jewish Federation of Greater Buffalo, March, 1979.
- Personnel Practices Code*, Jewish Community Federation of Cleveland, April 5,
1978.
- Agreement by and between the Council of Jewish Federations and the Community
and Social Agency Employees Union, Local 197, District Council 1707,
AFSCME, AFL-CIO, May 15, 1979-May 14, 1981.*
- Personnel Practices and Standards*, A manual prepared by the Council of Jewish
Federations, June 19, 1977.
- Provisions for Accreditation of Services for Families and Children, Council on
Accreditation of Services for Families and Children.*
- Personnel Code*, Jewish Community Center of Dallas, January 8, 1980.
- Agreement*, Development Corporation for Israel and Community and Social
Agency Employees Union, Local 107, District Council 1707, AFSCME, AFL-
CIO, May 15, 1979—May 14, 1981.
- Agreement between the Community and Social Agency Employees Union, Local
215, District Council 1707, AFSCME, AFL-CIO and the Jewish Child Care
Association (New York), February 1, 1979—January 31, 1981.*
- Agreement*, JWB and Community and Social Agency Employees Union, Local
107, District Council 1707, AFSCME, AFL-CIO, April 1, 1979—March 31,
1981.
- Agreement between Jewish Federation Council of Greater Los Angeles and its
affiliated agencies and Community and Social Agency Employees Union,
Local 800, AFSCME, AFL-CIO, September 1, 1976-August 31, 1979.*
- Code of Personnel Practices*, Jewish Family and Vocational Service, Inc.,
Louisville, Kentucky, November 25, 1980.
- NASW Standards for Social Work Personnel Practices*, 1975.
- Personnel Code*, Jewish Welfare Federation of Toledo, 1969.
- Personnel Code for Professional Employees*, Jewish Federation of Waterbury,
February, 1977.

NJCRAC POLICY ON AFFIRMATIVE ACTION

(originally adopted in June 1973, and amended in 1975 and 1981)

We recognize that past discrimination and other deprivations leave their mark on future generations: that, in the words of the late President Lyndon B. Johnson, “Until we overcome unequal history, we cannot overcome unequal opportunity.”

Members of racial, religious, ethnic and other groups have all too often been the victims of such unequal history in our country. American Indians are the victims of the most severe discrimination. By far the largest of the groups are the Blacks, whose history in America began in slavery and has been marred—in law as well as in practice— by denial, deprivation and segregation solely because of race. Many Spanish-speaking persons, including Puerto Ricans, Mexican-Americans and other Hispanics, also are grossly discriminated against, as members of a group.

Sex discrimination, too, has long been practiced in our society, depriving women of equality of opportunity.

A just society has an obligation to seek to overcome the evils of past discrimination and other deprivations—inferior education, lack of training, inadequate preparation—by affording special help to its victims, so as to hasten their productive participation in the society.

If it fails to do so, our society will harbor inequality for generations, with attendant increases in inter-group hostility. The security of Jews as a group will not be immune from those consequences.

We reaffirm our support of affirmative actions, by both government and the private sector, that provide:

- a. Compensatory education, training, retraining, apprenticeship, job counseling and placement, financial assistance and other forms of help for the deprived and disadvantaged, to enable them as speedily as possible to realize their potential capabilities for participation in the main stream of American life. Sole criterion of eligibility for such special services must be individual need; the services must not be limited or offered preferentially on the basis of race, color, national origin, religion or sex
- b. Intensive recruitment of qualified and qualifiable individuals, utilizing not only traditional referral sources, but all those public and private resources that reach members of disadvantaged groups
- c. An ongoing review of established job and admissions requirements, including examinations and other selection methods, to make certain that they are performance-related and free of bias

Among the relevant qualifications for certain posts in certain circumstances, a special ability to deal with a particular race or religion or ethnic group or sex may be one. However, we reject the proposition that race, color or ethnicity is a qualification or disqualification for any post.

Merit and Qualification: We believe that individual merit is the touchstone of equality of opportunity. At the same time, we recognize that individual merit is not susceptible to precise mathematical definition and that test scores, however unbiased, are not the only relevant criteria for determining merit and qualifications. Also relevant in determining merit and qualifications are such factors as poverty, cultural deprivation, inadequate schooling, discrimination or other deprivation in the individual's experience, as well as such personal characteristics as motivation, determination, perseverance and resourcefulness; and we believe that all such factors should be taken into account.

Quotas: Experience has shown that implementation of affirmative action programs has resulted in practices that are inconsistent with the principle of nondiscrimination and the goal of equal opportunity such programs are designed to achieve. We oppose such practices, foremost among which is the use of quotas and proportional representation in hiring, upgrading and admission of members of minority groups.

We regard quotas as inconsistent with principles of equality; and as harmful in the long run to all, including those groups, some individual members of which may benefit from specific quotas under specific circumstances at specific times.

The government is responsible for vigorously enforcing affirmative action programs. It is equally responsible for preventing abuses in such programs. Measures to help meet these responsibilities must be built into all affirmative action programs. We urge that steps be taken to assure that field personnel are familiar with this policy and comply with its provisions. Grievance procedures should be set up to provide speedy and effective adjudication of all complaints.

We recognize the need for numerical data and statistical procedures to measure and help assure the effectiveness of affirmative action programs. However, such data and procedures must not be used to conceal the application in fact of quotas or other discriminatory practices. Such information must be gathered and compiled without infringing upon the principles of privacy and nondiscrimination. Periodic enumerations of work forces or student bodies, based on observation or other techniques, may properly be used to evaluate affirmative action policies, provided that (1) questions concerning race, color, ethnicity, place of birth or religion do not appear on application forms, (2) individuals are at no time required to identify themselves by any of the above, and (3) no records of any individual's race, religion or ethnic origin are maintained by an employer or educational institution.