

# **AGREEMENT**

**between**

**BERNARD OSHER MARIN JEWISH  
COMMUNITY CENTER**



**and**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021**



**January 1, 2017 – December 31, 2019**

# WEINGARTEN RULES AND RIGHTS

---

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

## Table of Contents

**AGREEMENT**  
**between**  
**BERNARD OSHER MARIN JEWISH COMMUNITY CENTER**  
**and**  
**SEIU LOCAL 1021**

### Contents

Section 1. Recognition .....	1
Section 2. Union Membership.....	1
Section 3. New Employee Orientation .....	2
Section 4. Discrimination .....	2
Section 5. Union Business.....	2
5.1 Union Representative .....	2
5.2 Stewards.....	3
Section 6. Salaries .....	3
6.1 Starting Salary Ranges.....	3
6.2 Movement Through Starting Salary Range .....	3
6.3 Salary Adjustments .....	3
6.4 Education Attainment for Fitness Center Instructors .....	4
6.5 Anniversary Pay Provision .....	4
Section 7. Probation .....	4
7.1 New Hire Probation .....	4
7.2 Promotional Probation .....	5
7.3 Extension of Probation.....	5
Section 8. Discipline, Discharge, Suspension or Demotion.....	5
8.1 Employee Right to Representation .....	6
Section 9. Job Vacancies .....	6
9.1 Filling Vacancies.....	6
9.2 ECE Summer Vacancies.....	6
Section 10. Hours of Work and Overtime .....	6
10.1 Hours of Work.....	6
10.2 Rest and Meal Periods .....	6
10.3 Meal Allowance.....	7
Section 11. Holidays .....	7
Section 12. Sick Leave.....	8
12.1 Sick Leave Accrual.....	8

12.2.1 Use of Sick Leave for Family.....	9
12.3 Sick Leave Certificate.....	9
12.5 Integration with State Disability Insurance.....	9
12.6 Disability Leave.....	10
12.7 Family Leave.....	10
Section 13. Leaves of Absence .....	10
13.1 Emergency Leave, Including Bereavement Leave .....	10
13.2 Sabbatical Leave .....	11
13.3 Catastrophic Leave .....	11
Section 14. Vacation.....	12
14.1 Vacation Accrual.....	12
(B) All Other Non-ECE Employees Vacation Accrual.....	12
14.2 Vacation Upon Termination .....	12
Section 15. Mileage Reimbursement.....	12
Section 16. Layoff, Hours Reduction and Recall .....	13
16.1 Order of Layoffs.....	13
16.2 Notice of Layoff.....	13
16.3 ECE Layoff Exception .....	13
16.4 Recall From Layoff.....	13
16.5 Reduction in Hours.....	13
16.6 Notice of Reduction in Hours .....	14
Section 17. Labor - Management Committee .....	14
Section 18. Performance Evaluation .....	14
Section 19. Insurance and Related Benefits .....	15
19.1 Medical Insurance .....	15
19.2 Election of Medical In-Lieu Payment .....	15
19.3 Life Insurance .....	15
19.4 Workers' Compensation .....	15
19.5 Long Term Disability Insurance .....	15
19.6 Cafeteria Benefit Plan.....	15
19.7 Dental Insurance.....	15
19.8. Medical and Dental Insurance for Part Time Employees .....	16
Section 20. Pension Plan.....	16
Section 21. Safety and Health .....	16
21.1 Life Guard Training/Certification.....	16
Section 22. Grievance Procedure.....	16

Section 23. On-Call .....	18
Section 24. Strikes .....	18
Section 25. Term of Agreement .....	19
SIDE LETTER OF AGREEMENT .....	20
After School Program - New Classifications .....	20
SIDE LETTER OF AGREEMENT .....	21
Reduced Member Program Costs for Employees and Employer Requirement to Report Taxable Income .....	21
APPENDIX A.....	22
SALARY CHARTS.....	22
APPENDIX B .....	24
4 - LEVEL ECE POSITION CLASSIFICATION MATRIX AND SALARY STEP PROGRESSION.....	24
APPENDIX C .....	26
Additional Terms and Conditions For Koret Center for Health & Fitness Personal Training .....	26

# **AGREEMENT**

**between**

**BERNARD OSHER MARIN JEWISH COMMUNITY CENTER**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

This Agreement is entered into this 23 day of February 2017 by and between Bernard Osher Marin Jewish Community Center (hereinafter referred to as the "Employer") and Service Employees International Union Local 1021 (hereinafter referred to as the "Union").

## **PREAMBLE**

The program philosophy of the Bernard Osher Marin Jewish Community Center is to foster Jewish culture, heritage and tradition. This contract is entered into with full recognition of that philosophy.

### **Section 1. Recognition**

The Employer recognizes the Union as the exclusive bargaining representative for employees in the unit certified by the NLRB in Case No. 20-RC-15092, excluding all managerial employees, confidential employees, project employees, employees currently covered by a collective bargaining agreement, guards and supervisors as defined in the Act. This Agreement will also cover employees in newly established classifications, the majority duties of which are within the scope of duties included in classifications represented by the Union.

### **Section 2. Union Membership**

Membership in the Union on or after the thirty-first (31st) day following the beginning of employment of employees covered by this Agreement, or the effective date of this Agreement, or the date upon which this Agreement is executed, whichever is the later, shall be required as a condition of employment. Tender of the Union's periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, shall, for the purpose of this Section, be considered membership in the Union.

Upon written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment within thirty (30) days after receipt of such notice unless thereafter the employee complies with the above requirements within said time period.

Not later than the fifteenth (15th) of each month, the Employer shall supply the Union with the name, classification, salary and date of hire of any newly hired employee and the names of any employees terminated, laid off or on leave of absence during the previous month and who are covered by this Agreement. The local Union Steward at the Bernard Osher Marin Jewish Community Center will also receive a copy of this information as well as the location of each newly hired employee.

The fees or dues described above may be deducted from the employee's paycheck upon submission to the Employer of a proper written authorization by the employee. The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction, including the costs, attorney fees and other expenses of defending against such claim.

### **Section 3. New Employee Orientation**

At the time a new employee is hired, the Employer shall provide the employee with a copy of this Agreement and any subsequently executed Letters of Understanding. The Employer will also provide the employee with an explanation and copies of all employee benefits, including medical insurance, dental, and any other insurance or pension plans; a copy of the Agency's personnel policies and a copy of his/her job description.

The Employer will conduct orientation sessions for new employees on an as needed basis. The frequency of said sessions will depend on the number of newly hired employees at any one time. At these orientation sessions a Union Representative will be allowed to make a presentation not to exceed fifteen (15) minutes to those employees covered by this Agreement.

### **Section 4. Discrimination**

There shall be no discrimination of any kind because of race, color, national origin, sex, sexual orientation, or union activities against any employee or applicant for employment by the Employer or by anyone employed by the Employer; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age or disability. There shall be no discrimination of any kind because of religion; provided, however, it is recognized that certain jobs have a bona fide exemption because of the nature of the job (i.e., jobs which require the incumbent having had experience as a Jew, in the culture, religion and historical background of the Jewish people). Where such requirements exist, they will be clearly indicated on the job announcement.

### **Section 5. Union Business**

#### **5.1 Union Representative**

The Union Representative or other designated representative of the Union shall be allowed to visit the Employer's covered establishment for the purpose of

ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative or other designated representative of the Union shall report to the Bernard Osher Marin Jewish Community Center Human Resources Director before proceeding to worksites. The Union Representative(s) shall not interfere with the normal conduct of work.

## **5.2 Stewards**

The Union may appoint a reasonable number of stewards for the Bernard Osher Marin Jewish Community Center. Grievances which may arise and which cannot be adjusted during the employee-supervisor meeting shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes and no changes shall be made except with the consent of the Employer.

Stewards shall be given reasonable time off with pay to meet with management representatives to process and attempt to resolve grievances. The Union will provide the Employer with a list annually and updates of Local 1021 stewards and chapter officers as changes occur.

## **Section 6. Salaries**

### **6.1 Starting Salary Ranges**

The starting salary ranges and Bargaining Unit classifications are contained in Appendix A which is attached hereto.

The 4-Level ECE job position classification matrix is contained in Appendix B which is attached hereto.

### **6.2 Movement Through Starting Salary Range**

Non-ECE employees who are at Step A of the salary range shall be moved to Step B of their classification salary range on their next anniversary date in their current position.

ECE employees' job classifications and salary step progression through the job classifications and salary range is achieved by a combination of tenure and attainment of the designated certifications as shown in Appendix B.

### **6.3 Salary Adjustments**

#### **(A) Cost of Living Adjustment (COLA)**

Effective the first full pay period including September 1, 2017 all Unit members shall receive a 3.25% COLA.

Effective the first full pay period including September 1, 2018, all Unit members shall receive a 3.25% COLA.

Effective the first full pay period including September 1, 2019, all Unit members shall receive a 3.25% COLA.

COLA shall not include any increase in negotiated premium rates.



(B) Equity Adjustment - Housekeeper Classification

Effective the first full pay period following Union ratification, in addition to the above COLAs, this classification shall receive an equity adjustment as follows:

Step A - \$14.32

Step B - \$15.47

No employee shall suffer a loss in pay as a result of this Agreement.

**6.4 Education Attainment for Fitness Center Instructors**

Employees hired in the classification of Fitness Center Instructor are required to have a minimum of an American Council of Exercise (ACE) Certificate or equivalent.

It is understood that the Degrees and Certifications referred to in this Section must have been obtained from an accredited institution. Proof of the degree must be provided to the employer's Human Resources office.

Employees in the classification of Fitness Center Instructors shall, as a condition of employment, maintain current accreditation for one of the following: American Council of Exercise (ACE), National Academy of Sports Medicine (NASM) or American College of Sports Medicine (ACSM).

**6.5 Anniversary Pay Provision**

Effective the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup> or 35<sup>th</sup> anniversary hire date of each employee covered by this Agreement the eligible employee will be paid an additional one (1.00%) percent of annual salary as a single lump sum. Payment shall be made by separate check.

**Section 7. Probation**

**7.1 New Hire Probation**

The following probationary periods apply to all employees covered by this Agreement:

**Non-ECE Employees**

For all Non- ECE employees there shall be a probationary period of six (6) months. The probationary period may be extended for valid reasons for a period not to exceed three (3) months.

**ECE Teaching Staff**

For all ECE teaching staff there shall be a probationary period of six (6) months. The probationary period may be extended for valid reasons for a period not to exceed three (3) months or until the end of the academic year following the six (6) months, whichever is the longer period of time, but in no case shall such extension exceed six (6) months.

When it is the Employer's intention not to continue the employment of a teacher or aide who has not completed his/her probationary period or any extension thereof at the end of the academic year, the Employer shall give the employee written notice by the end of that academic year of his/her termination of employment.

### **7.2 Promotional Probation**

An employee who is promoted will serve an additional probation period of six (6) months. If during this probationary period the employee is found to be unsuccessful in the promotional position, he/she shall be allowed to return to the classification held immediately prior to the promotion and not be required to serve a new probationary period. This right of return to the former classification does not apply if the employee is terminated for cause. For the purpose of this Section, a promotional position is defined as a position specified in the Agreement with a higher rate of pay than the position the employee was occupying and for which there was a specific vacancy. A promotion differs from a reclassification which occurs when an employee has been assigned sufficient additional duties to merit a reclassification to a position. In this latter instance, the employee will not be required to serve a new probationary period.

### **7.3 Extension of Probation**

Employees must be notified in writing of the extension of probation and the reasons therefore prior to completion of the normal probation period. An employee terminated during the probationary period (including any extension thereof) shall not have the right to appeal his/her case using the grievance procedure set forth in this Agreement or to any other appeal procedure utilized by the Employer.

## **Section 8. Discipline, Discharge, Suspension or Demotion**

The Employer shall have the right to discipline, discharge, suspend or demote an employee only for just cause, including but not limited to, dishonesty, insubordination, intoxication, incompetence, willful negligence, failure to perform work as required or to observe the Employer's safety and procedural rules and regulations. At the time of the action, the employee shall be furnished with a letter of discharge, suspension or demotion and a copy of the notice will be sent at the same time to the Union. The Notice will advise the employee of his/her right to receive written reasons for the action which will be provided to the employee and the Union within five (5) workdays from the date of the employee request. The reason(s) for the action shall include a statement of the nature of the disciplinary action, the effective date of the action and a statement of the cause(s) thereof, including specific acts and/or omissions.

An employee shall be present and have the right to have a Union representative present at any meeting with supervisors or management representatives which is disciplinary in nature. Discharge, suspension, discipline or demotion of any employee, with the exception of probationary employees, is appealable to the grievance procedure of this Agreement. Such appeals must be filed within ten (10) calendar days from the date of discharge, suspension, discipline or demotion and unless so filed, the right of appeal is lost.

### **8.1 Employee Right to Representation**

An employee shall be present and have the right to have a Union representative present at any meeting with supervisors or management representatives which may result in discipline.

## **Section 9. Job Vacancies**

### **9.1 Filling Vacancies**

All job vacancies must be posted at all Employer work locations for a period of seven (7) calendar days prior to the filling of any position so that qualified employees may have an opportunity to apply and be considered for the position. The Employer may simultaneously recruit for the position outside the Agency. Normally, the Employer will give preference to qualified employee applicants; however, the final decision shall be that of the Employer's Executive Director or designee and shall not be subject to the grievance procedure. All job postings shall contain all the required qualifications for the position. A copy of each opening shall be sent to the Union.

### **9.2 ECE Summer Vacancies**

All ECE employees employed for the academic year shall be allowed to apply for Bernard Osher Marin Jewish Community Center summer job vacancies in the children's camp program. Employees must submit their request no later than April 15<sup>th</sup> of each year for the summer program.

The Employer's decision to grant or deny such a request is not subject to the grievance procedure.

## **Section 10. Hours of Work and Overtime**

### **10.1 Hours of Work**

Employees will be paid time and one half (1½) the regular time hourly rate of pay after eight (8) hours work in a day or forty (40) hours work in a week.

However and by mutual agreement, an alternate work schedule providing for ten (10) hour days paid at regular time may be established for individual employees covered by this Agreement. Any alternate schedule must be submitted to the Director of Human Resources for approval with a copy sent to the Union.

### **10.2 Rest and Meal Periods**

Employees shall receive a ten (10) minute rest period for each four (4) hours worked or major fraction thereof. An employee who works more than five (5) hours shall receive an unpaid meal period of not less than thirty (30) minutes. When a work period of not more than six (6) hours will complete a day's work, the meal period may be waived by mutual consent of the Employer and employee. If the nature of the work prevents an employee from being relieved of all duties, an on duty paid meal period shall be permitted by written mutual consent of the employee and Employer.

### **10.3 Meal Allowance**

Employees who are required to work a three (3) session day shall be reimbursed Eight Dollars (\$8.00) for lunch or Twelve Dollars (\$12.00) for dinner depending upon which meal is necessitated by the additional session. For the purposes of this Section, a session is defined as four (4) hours.

### **Section 11. Holidays**

The Employer recognizes the following national holidays:

1. New Year's Eve (after 6:00 PM)
2. New Year's Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Martin Luther King, Jr.'s Birthday

The Bernard Osher Marin Jewish Community Center is normally closed on the above specified holidays and employees who are scheduled to work on a day on which such holiday falls will receive the day off with pay. Employees who have a workweek schedule other than Monday through Friday and are not scheduled to work on a day on which such holiday falls shall receive a floating holiday. All bargaining unit employees shall receive the same number of paid holidays.

Effective January 1, 2017, The Employer recognizes the following religious holidays:

The Employer recognizes the following religious holidays:

1. Rosh Hashana - First Day
2. Rosh Hashana - Second Day
3. Yom Kippur - One Day
4. Passover - First Day

In conjunction with the Employer changing the religious holidays which are observed by the Bernard Osher Marin Jewish Community Center, effective the first full pay period following Union ratification and Board approval of this Agreement, bargaining unit employees shall receive a two percent (2%) across-the-board salary increase in addition to any applicable COLA and /or equity adjustment.

Employees who are scheduled to work on a day on which a religious holiday falls will receive the day off with pay. Employees who are not scheduled to work on a day on which the religious holiday falls will not receive an alternate day off in lieu of pay.

The Employer may close all or part of its operation on holidays (e.g., Christmas) not recognized as paid holidays in this religious holidays Section. In the event of such

closures, employees will receive their normal pay for such time that they were scheduled to have worked.

Employees who wish to observe other religious holidays shall be permitted to do so either as leave without pay, vacation time, compensatory time off or, with the approval of the Employer, may work one (1) or more religious holiday(s) in place of their preferred religious holiday(s).

Employees required to work on either a national holiday or a religious holiday shall be paid one and one-half (1½) times their regular-time rate for hours worked on the holiday and in addition shall receive holiday pay as specified above, or by mutual agreement, a paid day off at some later date.

Employees will be scheduled to work the day after Thanksgiving. By mutual agreement between employee and Employer, said employee may take time off and utilize accumulated vacation pay or compensatory time.

## **Section 12. Sick Leave**

### **12.1 Sick Leave Accrual**

Paid sick leave will be accrued at the rate of thirteen (13) workdays per year (1.08 days per month) up to a maximum of three months (66 workdays).

### **12.2 Sick Leave Use**

Paid sick time can be used for the following reasons:

Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.

- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster, or adopted child; a stepchild; a child of a domestic partner; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom the employee has accepted the duties and responsibilities of raising, even if he/she is not the employee's legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising a child when the child was a minor, even if the employee is not the legal parent.

- A spouse
- A registered domestic partner
- A grandparent
- A grandchild
- A sibling

### **12.2.1 Use of Sick Leave for Family**

For eligible employees, sick leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).
- The employees may also use up to three (3) days paid sick leave to attend to the illness of the following family members: mother-in-law, father-in-law, or sibling.

### **12.3 Sick Leave Certificate**

A certificate by a licensed physician or medical professional may be requested by the Employer prior to approving sick leave.

### **12.4 Notice to Employer**

It is the responsibility of the employee to provide advance notice to the Employer that the employee will be absent from work. Except for emergencies, such notice should be given at least two (2) hours prior to the start of the employee's scheduled starting time. It is management's responsibility to provide a reasonable notification system.

It is the responsibility of the Employer to obtain a substitute if required. When appropriate, a list of qualified substitutes shall be maintained and updated by the Employer.

### **12.5 Integration with State Disability Insurance**

An employee who is eligible for paid sick leave and State Disability Insurance (SDI) and who is absent from work due to illness and/or injury may elect to receive sick leave and State Disability leave as follows:

- a. Receive pay for each accrued paid sick leave day which he/she takes, less that amount which the employee receives pursuant to State Disability Insurance (SDI);
- b. Receive only the State Disability Insurance (SDI) benefits to which he/she is entitled; or

- c. Forego his/her State Disability Insurance (SDI) benefits and receive sick leave pay only.

In the event State Disability Insurance (SDI) benefits cover all or part of the period during which sick leave pay is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated paid sick leave will continue to be credited to the employee.

#### **12.6 Disability Leave**

Disability leave (including periods of disability during which an employee is receiving sick leave pay) shall be provided to all employees up to a maximum of six (6) months. Such leave shall run concurrently with Family Medical Leave pursuant to applicable State and Federal law. The Executive Director may grant at his/her discretion, six (6) months' extension of the disability leave during which time the Employer will continue to keep the absent employee's job open pending his/her return to work. The Executive Director at his/her discretion may grant an extension of the disability leave up to an additional year, but if granted, the Employer shall have no obligation to keep the employee's job open during this period of extended leave and the employee's rights to reemployment shall be in accordance with the Layoff, Hours Reduction and Recall Section of this Agreement. If the employee is unable to return to work at the end of his/her six (6) months' disability leave or any extension thereof, his/her seniority shall be terminated.

#### **12.7 Family Leave**

Employees shall be granted family leave in accordance with the provisions of the FMLA and CFRA. Employees desiring family leave shall request same from the Employer in writing at least ten (10) days prior to the commencement of their leave. Employees are eligible to take family leave if the employee worked 1250 hours in the previous twelve months. The 12-month period in which the 12 week leave entitlement occurs is a "rolling" 12-month period measured backward from the date an employee uses any FMLA/CFRA leave. Under the "rolling" 12-month period, each time an employee takes FMLA/CFRA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Employees should discuss family leave provisions with Human Resources as individual circumstances will vary.

#### **12.8 Benefits For Employees on Family Leave**

Pursuant to the provisions of the Family Medical leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, an employee on approved FMLA/CFRA leave may be entitled to receive up to twelve (12) weeks of the employer portion of medical premium payments (provided the employee is covered by medical and dental and pays any employee portion due).

### **Section 13. Leaves of Absence**

#### **13.1 Emergency Leave, Including Bereavement Leave**

Within the discretion of the Executive Officer or designee, leaves with pay, not to

exceed five (5) working days per incident, may be applied for and granted for the death or serious illness of a person in the immediate family of the employee (for purposes of this section, immediate family shall mean: mother, father, father-in-law, mother-in-law, grandchild, grandparent, spouse or domestic partner, child or child of domestic partner, sibling, aunt or uncle).

### **13.2 Sabbatical Leave**

Sabbatical leaves may be granted to staff for study subject to the approval of the Board of Directors of the Bernard Osher Marin Jewish Community Center. Such leaves may be granted with full pay after five (5) years of employment.

One (1) month sabbatical will be granted for five (5) years of employment with an additional month for each additional year of employment, up to a total of three (3) months leave. No employee shall be granted a sabbatical leave more than once within a ten (10) year period.

Leave with pay for employees for attendance at conferences may be granted when feasible with the approval of the Employer's Executive Director or designee.

Leaves of absence, not to exceed one (1) year, without pay or benefits, may be granted by the Employer's Executive Director or designee. Requests for an extension or for leave of absence without pay in excess of one (1) year shall require approval of the Board of Directors.

The decision of the Executive Director or designee and/or the Board of Directors with regard to the leaves specified this Section and the extension of the leaves specified in this Section is not subject to the grievance procedure.

### **13.3 Catastrophic Leave**

Catastrophic leave is designed to assist employees who have exhausted paid time credits due to a serious or catastrophic illness or injury. Other employees may donate time to that employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness or injury.

Upon request of an employee and upon approval of the Employer's Executive Director or designee, leave credits (vacation and/or compensatory time) may be transferred from one or more employees to another employee under the following conditions:

- a. The receiving employee has exhausted all paid time off.
- b. Vacation time and compensatory time may be transferred. Sick leave credits cannot be transferred.
- c. The time will be credited to the receiving employee's vacation leave time balance.
- d. The donations must be a minimum of eight (8) hours and thereafter, in whole hour increments.
- e. The total leave credit that can be donated by any employee shall not exceed forty (40) hours.
- f. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee. These donations are irrevocable



unless the receiving employee dies prior to receiving all the donated time.

## **Section 14. Vacation**

### **14.1 Vacation Accrual**

Employees shall accrue but may not take vacation for the first six (6) months of employment.

#### **(A) ECE Employees Vacation Accrual**

For those teachers who work the academic year, the maximum yearly vacation earned shall be seventeen (17) days. An ECE employee, who continues in a full-time teaching position over summer vacation, shall be entitled to accrue up to three (3) additional vacation days during the calendar year for which the summer work is performed for a total of twenty (20) days' vacation.

Employees who work an academic year schedule and who wish to carry over vacation shall notify the Employer's payroll department, in writing, by April 15th of each year. Otherwise all accrued, unused vacation shall be paid on the last pay period before summer break.

#### **(B) All Other Non-ECE Employees Vacation Accrual**

Non-ECE employees are entitled to vacation on the following schedule: Ten (10) working days after one (1) year of employment; fifteen (15) working days after three (3) years of employment; twenty (20) working days after five (5) years of employment.

#### **(C) Maximum Vacation Accrual and Use**

The Employer shall make available to each employee an accounting of his/her vacation accrual, vacation usage and vacation balance on a monthly basis. Employees may accrue a maximum of fifty-five (55) days of vacation. Employees who reach the maximum accrual shall cease accruing vacation until such time as the balance falls below the maximum.

Fractions of days of authorized leave shall be calculated on a pro rata basis depending on the regular hourly schedule of the employee.

The use of annual leave by the employee must be mutually agreed to by the employee and the immediate supervisor.

### **14.2 Vacation Upon Termination**

An employee who has accrued vacation entitlement but whose employment is terminated prior to taking such vacation shall be entitled to pay in lieu for all accrued days.

## **Section 15. Mileage Reimbursement**

When an employee uses his/her personal car for authorized Employer business, miles driven for such business shall be reimbursed at the maximum amount as is allowed by the IRS as a tax deduction and shall have parking and bridge tolls paid.

## **Section 16. Layoff, Hours Reduction and Recall**

### **16.1 Order of Layoffs**

In the event the Employer institutes layoffs, the principle of seniority shall prevail provided the remaining employees are able to perform the available work by virtue of prior experience and training as well as having successfully performed such work; also provided, however, that for jobs that are considered by the Employer's Executive Director or designee to be unrelated, the employee replacing a less senior employee will be required to have successfully performed the available job for the Employer in the recent past.

### **16.2 Notice of Layoff**

The Employer shall provide each employee who is to be laid off with a written notification of such layoff as soon as possible, but not less than two (2) weeks prior to the effective date of such layoff. A copy of each written notification shall be provided the Union. This requirement for notification of layoff shall not apply if the layoff is due to work being unavailable as the result of Acts of God, sudden, unanticipated damage to the physical plant of the Employer or a regulatory agency mandating discontinuance of a program.

### **16.3 ECE Layoff Exception**

For the purpose of determining whether an ECE employee is subject to layoff over the summer break, the parties agree that teachers are employed on an annual basis even though no work is required of them during the summer break period and even though they receive their salary during the academic year. Accordingly, they are not laid off at the end of the academic year and the above requirements for a written notice of layoff do not apply in such instances. In the event the teacher's services will not be required at the commencement of the next school term, the requirement for notification of layoff provided above shall apply.

### **16.4 Recall From Layoff**

Employees who are laid off and who have been in lay off status for no more than six (6) months, shall be recalled by seniority to the positions from which they are laid off or to such other open positions at the Bernard Osher Marin Jewish Community Center that they are qualified to perform by virtue of prior experience and training as well as having successfully performed such work; provided, however, that for jobs that are considered by the Employer's Executive Director or designee to be unrelated, the employee being recalled will be required to have successfully performed the available job for the Employer in the recent past.

Laid off employees shall be given preference by seniority in filling open positions that they are qualified to perform by virtue of prior experience and training as well as having successfully performed such work; provided, however, that for jobs that are considered by the Employer's Executive Director or designee to be unrelated, the employee being recalled will be required to have successfully performed the available job for the Employer in the recent past.

### **16.5 Reduction in Hours**

If a reduction in an employee's hours is required, the Employer shall make every

effort to adhere to the principle of seniority within a classification, provided the employees whose hours have not been reduced have the requisite qualifications to perform the available work. If additional work hours become available within the Bernard Osher Marin Jewish Community Center, the Employer shall make every effort to first provide those additional work hours to employees by seniority within a classification whose hours had previously been reduced by the Employer, provided the senior employees have the requisite qualifications to perform the available work.

#### **16.6 Notice of Reduction in Hours**

The Employer shall provide each employee whose hours are to be reduced with a written notification of such reduction in hours two (2) weeks prior to the effective date of such reduction. A copy of each written notification shall be provided the Union and the lead steward at the Bernard Osher Marin Jewish Community Center. This requirement for notification of reduction in hours shall not apply if the hours reduction is due to work being unavailable as the result of Acts of God, sudden, unanticipated damage to the physical plant of the Employer or a regulatory agency mandating discontinuance of a program.

#### **Section 17. Labor - Management Committee**

A Labor-Management Committee (LMC) shall be established at the Bernard Osher Marin Jewish Community Center to discuss issues which are pertinent.

This Committee will meet on an as needed basis, but not more frequently than quarterly unless by mutual agreement. The Employer's Executive Director or designee and the Union will designate representatives to this Committee. These committee meetings will function under rules developed by the Committee. Employees attending such meetings during their regularly scheduled work hours shall not suffer a loss in pay.

#### **Section 18. Performance Evaluation**

The purpose of performance evaluations is to assess the employee's strengths and weaknesses in relation to the requirements of the job.

Employees should be given on-going verbal feedback as to the adequacy of their job performance. The supervisor should direct this feedback to assist the employee in improving job performance. In addition, written evaluations should be given just prior to completion of the probationary period and annually thereafter. The employee shall acknowledge reading the performance evaluation by signing the copy to be filed with the understanding that such signature merely signifies that the performance evaluation has been read, and does not necessarily indicate agreement with its contents. A copy of the performance evaluation shall be given to the employee upon signing. The employee, at his/her option, may indicate any disagreements by a written response to be attached to the evaluation. Any disciplinary action arising out of an evaluation is subject to the grievance procedure.

## **Section 19. Insurance and Related Benefits**

### **19.1 Medical Insurance**

The Employer is a group member of the Kaiser Foundation Medical Plan and Pacific Care. These plans provide medical benefits for employees.

The Employer will pay the employee premium up to a maximum of Five Hundred Dollars (\$500) per month for employee only, prorated for part time employees.

### **19.2 Election of Medical In-Lieu Payment**

With the intent of saving money by not paying for duplicate medical coverage, employees who are eligible for coverage under the Employer's medical plan specified in the Medical Insurance Section of this Agreement, but who are covered by another medical plan may elect not to be covered by the Employer's medical plan by furnishing the Employer with proof of such medical coverage and by signing a waiver of benefits. In return for not contributing on said employee's behalf for medical coverage, the Employer shall pay the employee an "in-lieu" amount per month until such time as said employee is reinstated under the Employer's medical plan. The employee's election to leave the Employer's medical plan shall be made for one (1) year and may be renewed on a year to year basis with submission of evidence of continued coverage under another medical plan. Upon demonstration of alternative medical coverage, the maximum amount paid by the Employer under this provision is Three Hundred Dollars (\$300) per month.

### **19.3 Life Insurance**

The Employer shall pay the cost of a life and accidental death insurance plan for employees who meet the following criteria:

- Work twenty (20) plus hours per week; and
- Are over Twenty-five (25) years of age

The insurance coverage shall equal two (2) times the employee's annual salary.

### **19.4 Workers' Compensation**

The Employer maintains Workers' Compensation Insurance for the protection of the staff in case of injuries or illness arising from their employment.

### **19.5 Long Term Disability Insurance**

All staff who work thirty (30) plus hours per week and are over twenty-five (25) years of age, are eligible to participate in a program which provides for salary continuation due to illness or accident which is disabling for more than the ninety (90) day elimination period. The Employer shall contribute the full cost of this coverage.

### **19.6 Cafeteria Benefit Plan**

The Employer shall maintain a Cafeteria Benefit Plan as defined under Internal Revenue Sections 125 and 129 to allow for pre-tax deductions for qualifying medical and dependent care expenses.

### **19.7 Dental Insurance**

The Employer shall provide the following dental care benefits for each eligible employee:

#### Usual, Customary and Reasonable Fee Concept

- Co-Payment - Basic: 80/20
- Prosthodontics: 50/50 - 12 Month Wait
- \$50.00 Initial Deductible
- \$1,000.00 Maximum per patient, per calendar year

Employees are eligible for membership in this dental plan after the waiting period required by the plan.

Employees are also eligible to participate in the portion of the Employer's dental care plan covering dependents provided that employees will pay the full cost of such dependent coverage.

#### **19.8. Medical and Dental Insurance for Part Time Employees**

Employees hired after January 1, 1998, who are regularly assigned work hours between twenty (20) and thirty-seven and a half hours (37.5) per week and who elect to receive medical and dental coverage shall be entitled to a pro rata share of the monies allocated for full time employees based on the number of hours regularly assigned.

#### **Section 20. Pension Plan**

Eligible employees shall continue to be covered by the pension benefits which are provided by the Bernard Osher Marin Jewish Community Center. If during the term of this Agreement the Employer decides to change the benefits of said pension plan, it will fulfill its legal obligations to meet with the Union and negotiate such changes.

#### **Section 21. Safety and Health**

The Employer shall provide a safe and healthy working environment for employees covered by this Agreement. Any safety problems shall be brought immediately to the attention of the Employer's Executive Director or designee.

##### **21.1 Life Guard Training/Certification**

The Employer shall provide the required CPR/First Aid certification training and pay for the cost of the renewal of the certificate for Lifeguards covered by this Agreement.

#### **Section 22. Grievance Procedure**

A grievance is any dispute which involves the interpretation or application of any provision of this Agreement excluding, however, those provisions of this Agreement which specifically provide that the decision of the Executive Director or designee of the Bernard Osher Marin Jewish Community Center shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. At all steps of the grievance procedure, an employee has the right to have a Union

representative present. Grievances shall be processed in the following manner:

**Step 1**

Any employee who believes that a provision of this Agreement has been misinterpreted or misapplied to his/her detriment shall discuss the complaint with his/her immediate supervisor. If the issue is not resolved, the procedure hereinafter may be invoked.

**Step 2**

If a grievance is not satisfactorily resolved in Step 1 above, the employee shall submit the grievance in writing to the Bernard Osher Marin Jewish Community Center Human Resources Director. This formal written grievance shall state which provision of this Agreement has been misinterpreted or misapplied, how this misapplication or misinterpretation has affected him/her to his/her detriment, and the redress he/she seeks. The grievances must be filed at this step within thirty (30) calendar days of the incident or occurrence about which the employee claims to have a grievance except as provided in the Discipline, Discharge, Suspension or Demotion Section of this Agreement and if not filed within the thirty (30) calendar days, the right of appeal shall be lost. The Employer's Executive Director or designee shall have ten (10) workdays in which to investigate the merits of the complaint, attempt to resolve the grievance, and provide a written response to the Union. If the Union does not appeal the decision of the Executive Director or designee within thirty (30) days of notice of the Step 2 decision, the grievance shall be deemed settled at Step 2.

**Step 3**

If the parties are unable to reach a mutually satisfactory accord on a grievance at Step 2, no more than thirty (30) days after the Step 2 decision by the Executive Director or designee, such grievance may be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the Bernard Osher Marin Jewish Community Center or an elected or appointed official of the Local Union presenting the grievance, and two (2) representatives of the Employer, no more than one (1) of whom shall be either an employee of the Bernard Osher Marin Jewish Community Center or a member of the staff of any organization employed to represent the Employer.

**Step 4**

If an Adjustment Board is unable to arrive at a majority decision, no more than thirty (30) days following the adjustment board, either the Union or the Employer may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employer. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the Employer. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

**Scope of Adjustment Board and Arbitration Decisions**

- (1) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.
- (2) Proposals to add to or change this Labor Agreement or written agreements or

addenda supplementary hereto shall not be subject to arbitration and no proposal to modify, amend, or terminate this Labor Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Labor Agreement or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

Both sides may mutually agree to waive any step of the grievance procedure.

### **Section 23. On-Call**

Prior to employees covered by this Agreement being assigned to on-call status, the Employer and the Union will negotiate regarding on-call compensation.

### **Section 24. Strikes**

The Union agrees not to engage in any strikes or stoppages of work during the term of this Agreement.

Any action of the employees leaving jobs for their own protection in cases of a legally declared strike by some other Union directly working on the job, if such strike is sanctioned and approved by the labor body or council having jurisdiction, shall not constitute a violation of this Agreement.

**Section 25. Term of Agreement**

This Agreement shall be effective January 1, 2017 except for those provisions which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including December 31, 2019 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of January, 2020 or to the first day of January of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement. There shall be no opening of any kind for any purpose during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this 23rd day of February, 2017

**SEIU, LOCAL 1021**

**BERNARD OSHER MARIN JEWISH  
COMMUNITY CENTER**

By   
Lisa Maldonado, Area Director


By   
Judy Wolff-Bolton, Executive Director

By   
Vernon Dorethy, Bargaining Team Member

By   
Sarah Defino, Bargaining Team Member

By   
Todd Mikolajczyk, Bargaining Team Member

By   
Jane Van Horn, Bargaining Team Member

By   
Blake Huntsman, Field Representative

By   
John Stead-Mendez, Executive Director



**Bernard Osher Marin Jewish Community Center**  
**and**  
**Service Employees International Union Local 1021**

**SIDE LETTER OF AGREEMENT**

**RE: After School Program - New Classifications**

Within sixty (60) days of Union ratification of this Agreement, the parties agree to meet and confer on including after school program job classification(s) in the bargaining unit.

**SEIU, LOCAL 1021**

By

  
\_\_\_\_\_  
Lisa Maldonado, Area Director

Dated

Feb 23, 2017

**BERNARD OSHER MARIN JEWISH  
COMMUNITY CENTER**

By

  
\_\_\_\_\_  
Judy Wolf-Bolton, Executive Director

Dated

Feb 23, 2017

**Bernard Osher Marin Jewish Community Center  
and  
Service Employees International Union Local 1021**

**SIDE LETTER OF AGREEMENT**

**RE: Reduced Member Program Costs for Employees and  
Employer Requirement to Report Taxable Income**

The Employer currently offers employees the opportunity to access a number of Osher Marin JCC member programs at a reduced cost including health club membership and ECE tuition. The decision to offer member programs at a reduced cost to employees is not subject to negotiations. The parties acknowledge that in the event the amount of such cost savings to the employee triggers the *IRS Special Rules for Various Types of Fringe Benefits* the employer is required to report the reduced cost as employee income.

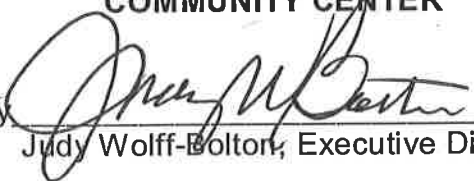
The parties agree that effective as soon as administratively possible following Union ratification, the employer will commence reporting applicable employee cost savings as taxable income.

This Side Letter shall continue in force and effect until the above-referenced terms are implemented and shall expire after that implementation.

**SEIU, LOCAL 1021**

**BERNARD OSHER MARIN JEWISH  
COMMUNITY CENTER**

By   
\_\_\_\_\_  
Lisa Maldonado, Area Director

By   
\_\_\_\_\_  
Judy Wolff-Boltor, Executive Director

Dated Feb 23, 2017

Dated Feb 23, 2017

**APPENDIX A**  
**SALARY CHARTS**

**Schedule 1st Payroll after Ratification**

JOB CLASSIFICATIONS	2.0%	Holiday Adjustment	
	Step A	Step B	Step C
Master Teacher	\$ 22.81	\$ 24.07	\$ 24.55
Teacher	\$ 20.77	\$ 21.93	\$ 22.36
Associate Teacher	\$ 17.32	\$ 18.29	\$ 18.66
Assistant Teacher	\$ 14.20	\$ 14.98	\$ 15.29
Accounts Clerk	\$ 17.04	\$ 18.43	
Dept. Secretary/Courtesy Desk	\$ 15.76	\$ 17.04	
Maintenance Lead	\$ 18.57	\$ 20.08	
Maintenance Staff	\$ 15.42	\$ 16.69	
Professional III	\$ 21.90	\$ 23.68	
Professional II	\$ 19.47	\$ 21.05	
Professional I	\$ 17.27	\$ 18.68	
Fitness Training Staff	\$ 16.04	\$ 17.35	
Fitness Customer Service Staff	\$ 15.76	\$ 17.04	
Lifeguard	\$ 17.00	\$ 18.39	
Housekeeper	\$ 14.61	\$ 15.78	

**Schedule Effective 1 September 2017**

JOB CLASSIFICATIONS	3.25%	COLA Increase	
	Step A	Step B	Step C
Master Teacher	\$ 23.55	\$ 24.85	\$ 25.35
Teacher	\$ 21.45	\$ 22.64	\$ 23.09
Associate Teacher	\$ 17.88	\$ 18.88	\$ 19.27
Assistant Teacher	\$ 14.66	\$ 15.47	\$ 15.79
Accounts Clerk	\$ 17.59	\$ 19.03	
Dept. Secretary/Courtesy Desk	\$ 16.27	\$ 17.59	
Maintenance Lead	\$ 19.17	\$ 20.73	
Maintenance Staff	\$ 15.92	\$ 17.23	
Professional III	\$ 22.61	\$ 24.45	
Professional II	\$ 20.10	\$ 21.73	
Professional I	\$ 17.83	\$ 19.29	
Fitness Training Staff	\$ 16.56	\$ 17.91	
Fitness Customer Service Staff	\$ 16.27	\$ 17.59	
Lifeguard	\$ 17.55	\$ 18.99	
Housekeeper	\$ 15.08	\$ 16.29	

**Schedule Effective 1 September 2018**

JOB CLASSIFICATIONS	3.25%	COLA Increase	
	Step A	Step B	Step C
Master Teacher	\$ 24.32	\$ 25.66	\$ 26.17
Teacher	\$ 22.15	\$ 23.38	\$ 23.84
Associate Teacher	\$ 18.46	\$ 19.49	\$ 19.90
Assistant Teacher	\$ 15.14	\$ 15.97	\$ 16.30
Accounts Clerk	\$ 18.16	\$ 19.65	
Dept. Secretary/Courtesy Desk	\$ 16.80	\$ 18.16	
Maintenance Lead	\$ 19.79	\$ 21.40	
Maintenance Staff	\$ 16.44	\$ 17.79	
Professional III	\$ 23.34	\$ 25.24	
Professional II	\$ 20.75	\$ 22.44	
Professional I	\$ 18.41	\$ 19.92	
Fitness Training Staff	\$ 17.10	\$ 18.49	
Fitness Customer Service Staff	\$ 16.80	\$ 18.16	
Lifeguard	\$ 18.12	\$ 19.61	
Housekeeper	\$ 15.57	\$ 16.82	

**Schedule Effective 1 September 2019**

JOB CLASSIFICATIONS	3.25%	COLA Increase	
	Step A	Step B	Step C
Master Teacher	\$ 25.11	\$ 26.49	\$ 27.02
Teacher	\$ 22.87	\$ 24.14	\$ 24.61
Associate Teacher	\$ 19.06	\$ 20.12	\$ 20.55
Assistant Teacher	\$ 15.63	\$ 16.49	\$ 16.83
Accounts Clerk	\$ 18.75	\$ 20.29	
Dept. Secretary/Courtesy Desk	\$ 17.35	\$ 18.75	
Maintenance Lead	\$ 20.43	\$ 22.10	
Maintenance Staff	\$ 16.97	\$ 18.37	
Professional III	\$ 24.10	\$ 26.06	
Professional II	\$ 21.42	\$ 23.17	
Professional I	\$ 19.01	\$ 20.57	
Fitness Training Staff	\$ 17.66	\$ 19.09	
Fitness Customer Service Staff	\$ 17.35	\$ 18.75	
Lifeguard	\$ 18.71	\$ 20.25	
Housekeeper	\$ 16.08	\$ 17.37	

## **APPENDIX B**

### **4 - LEVEL ECE POSITION CLASSIFICATION MATRIX AND SALARY STEP PROGRESSION**

#### **Position Classifications:**

- Master Teacher
- Teacher
- Associate Teacher
- Assistant Teacher

#### **Filling ECE Vacancies:**

- All Position Classifications shall be filled either via promotion or outside recruitment. Available positions shall be filled according to the respective candidate's achievement of educational and professional requirements as outlined in the attached ECE Position Criteria matrix. Promotion from Assistant to Associate Teacher shall occur in the first month following the attainment of the respective educational and professional requirements and their presentation to the employer. All internal candidates for promotion to Teacher and Master Teacher classifications will be interviewed by the employer. Any employee who is promoted to Teacher or Master Teacher shall serve an additional ninety (90) calendar day probationary period. Any employee who is unsuccessful shall revert to his/her former classification.
- Upon promotion, staff will be placed in Step A of the new Position Classification. Thereafter, staff will move to Step B on the first anniversary date of their change in classification and Step C on the second anniversary date of their change in classification.
- Newly hired employees shall be assigned a salary level in the hiring range between Step A and Step B, based upon prior experience in Early Childhood Education. The Employer may, at its discretion, hire at other than the entry step. If a newly hired employee is hired in the range between Step A and Step B, they will move up to Step B on the first anniversary of their start date in their Position Classification and Step C on the second anniversary of their start date in their Position Classification. If a newly hired employee is hired at or above step B they will move to Step C on the first anniversary of their start date in their Position Classification.

**OSHER MARIN JEWISH COMMUNITY CENTER ECE POSITION CRITERIA  
MATRIX**

<b>Position Titles</b>	<b>Minimum Professional Qualifications</b>	<b>Professional Goals</b>
<b>Master Teacher</b>	AA or higher in CD, ECE or equivalent; OR any AA, with at least 60 units + 24 college credits in ECE or CD, including courses*, or any BA with at least 12 ECE or CD units including core courses* PLUS 3 units of supervised field experience in ECE/CD setting OR 24 units of CD + 16 general education units + current enrollment in AA or BA program; and demonstrated ability to perform all job responsibilities as described in Master Teacher job description.	Must apply for and maintain a Child Development permit at master teacher level or higher or equivalent including the completion of a minimum of 105 hours of professional development every 5 years.
<b>Teacher</b>	AA or higher in CD, ECE or equivalent; OR any AA, with at least 60 units + 24 college credits in ECE or CD, including courses*, or any BA with at least 12 ECE or CD units including core courses* PLUS 3 units of supervised field experience in ECE/CD setting OR 24 units of CD + 16 general education units + current enrollment in AA or BA program; and demonstrated ability to perform all job responsibilities as described in Teacher job description.	Must apply for and maintain a Child Development permit at teacher level or higher or equivalent including the completion of a minimum of 105 hours of professional development every 5 years.
<b>Associate Teacher</b>	12 ECE or CD units including core courses* and the demonstrated ability to perform all job responsibilities as described in the Teacher job description.	If Associate does not have at least an AA degree s/he must be enrolled in AA program and CD or ECE classes to continue in this level of position. Associates with AA or higher must continue enrollment in a minimum of 3 ECE or CD units per year until Teacher qualified.
<b>Assistant Teacher</b>	6 ECE or CD units and the demonstrated ability to perform all job responsibilities as described in the Assistant Teacher/Aide job description.	If Assistant does not have at least an AA degree s/he must be enrolled in an AA degree program and in a minimum of 3 ECE or CD units per year. Continued employment at Assistant level is contingent on continuous enrollment in an AA degree program and ECE or CD classes.

\*Core courses include at least 3 semester units or 4 quarter units each in child/human growth and development, child/family/community or child and family relations and programs/curriculum.

## APPENDIX C

### **Additional Terms and Conditions**

**For**

#### **Koret Center for Health & Fitness Personal Training**

1. Superseding of Prior Side Letters

The following terms and conditions supersedes all prior side letter agreements between the OMJCC and the Union regarding the Koret Center for Health & Fitness (aka: the Koret Center), Personal Trainers, and/or Personal Training.

2. Continuing Operation of the Koret Center for Health & Fitness

Should the OMJCC in its sole discretion decide to end operating the Koret Center, or any discrete function(s) of the Koret Center, the OMJCC shall give the Union a ninety (90) day notice of its decision.

3. General Provisions for Personal Trainers

Personal Trainers who were represented by the Union as a Personal Trainer as of January 1, 2014, and who continuously maintain the classification of a Personal Trainer are grandfathered for certain pay and benefits in effect as of December 31, 2013 as noted by additional provisions listed in paragraphs 4(a) and 5(a) of this side letter.

Personal Trainers are responsible for scheduling their clients for one-on-one training and updating the personal training team schedule and appointment book on a daily basis, including cancellation and re-scheduling of appointments. They will endeavor to the extent possible to maintain the schedule two weeks out. The Koret Center Director may change the method for tracking the personal training schedules and will notify the Personal Trainers if such a change is to take place.

Employees performing personal training will be responsible for scheduling their rest and meal periods as stipulated in the Collective Bargaining Agreement. Therefore, a ten (10) minute paid break will be scheduled by the employee as near as possible to the middle of the work period for every consecutive four (4) hours worked. At least a thirty (30) minute unpaid meal period will be scheduled for every work period of five (5) hours or more. However, if six (6) hours of work will complete the day's work, the employee may voluntarily request in writing to not take the meal break. Approval of this request may be reversed by either party at any time. Additionally, all daily administrative hours worked must be reflected on time records on the day and time worked. Should government labor codes require changes to the way in which time is recorded, such changes will be implemented as necessary.

Weekly hours worked will be reviewed on a quarterly basis, for vacation and sick time accrual adjustment purposes, as well as medical benefits contribution amounts. At the end of each quarter the prior six (6) pay periods making up the quarter will be reviewed. Total time will be inclusive of personal training time, vacation time, sick

time, holiday time, and all administrative time. The total time worked for the quarter will be divided by 65 (13 weeks at 5 days per week) and the result will be rounded to the nearest quarter hour for the daily accrual rate. This will be multiplied by 5 for the weekly accrual rate.

If a Personal Trainer has not maintained a schedule averaging a minimum of twenty (20) hours per week over the prior quarter, they will be notified by Koret Center management that their average has fallen below that required for Union representation and OMJCC benefits. The Personal Trainer so notified will have the first two (2) months of the new quarter to raise their average hours to the minimum twenty hours (20) hour per week average. If, as of the third month, the Personal Trainer has not raised their average to the minimum twenty hours (20) hour per week average, the Personal Trainer will not have met the minimum threshold for Union membership and will be reclassified to hourly, non-union status.

Pre-approved staff meetings, supervision sessions, required 10 minute breaks, sick, vacation, and holiday time will be paid at the individual base rate.

4. Required Certification

All Personal Trainers must maintain current certification with a personal training related certificate by an appropriate national organization in order to conduct personal training for the OMJCC. Currently the OMJCC recognizes the American Council of Exercise (ACE), the National Endurance and Strength Trainers Association (NESTA), The American College of Sports Medicine (ACSM), and the National Academy of Sports Medicine (NASM) as appropriate organizations. Certification from other organizations will be recognized at the discretion of the Koret Center Director. Personal Trainers are required to maintain their Continuing Education Credits (CEC's) on an ongoing basis. Should the required certification lapse, the trainer will not be allowed to perform personal training until the certification(s) are brought current.

4(a). Personal Trainers who were represented by the Union as a Personal Trainer as of 1 January 2014, and who continuously maintain the classification of Personal Trainer, will be reimbursed up to a total of \$350.00 per fiscal year in annual combined tuition costs for completed Continuing Education Credits (CEC's), re-certification courses, and/or certification courses. Course requests must be pre-approved by the Koret Center Director. Courses must be through one of the national organizations recognized by the OMJCC as listed above, or by other organizations if pre-approved by the Director of the Koret Center. In order to receive reimbursement the Personal Trainers must present to the OMJCC both a certification of course completion and proof of payment for the respective tuition costs within thirty (30) days of the course completion. The OMJCC will have thirty (30) days to review, approve, and reimburse the approved expenses.

5. Personal Training Premium Pay

Persons newly or re-classified as Personal Trainers after 1 January 2014 and who are represented by the Union, will receive premium pay for individual and group training under the following set of guidelines:



<b>Years of Experience:</b>	<b>0 - 2 Years of Training Experience</b>	<b>3 or more years of Training Experience</b>
Required Certification:	Appropriate certification by the American Council on Exercise (ACE), the National Endurance and Strength Trainers Association (NESTA), or any similar organization as agreed to in writing by the Director of the Koret Center for Health and Fitness. Premium for each hour of individual or small group personal training: <b>\$5.00</b>	Appropriate certification by the American Council on Exercise (ACE), the National Endurance and Strength Trainers Association (NESTA), or any similar organization as agreed to in writing by the Director of the Koret Center for Health and Fitness. Premium for each hour of individual or small group personal training: <b>\$10.00</b>
Required Certification:	Appropriate certification by the American College of Sports Medicine (ACSM) or the National Academy of Sports Medicine (NASM). Premium for each hour of individual or small group personal training: <b>\$10.00</b>	Appropriate certification by the American College of Sports Medicine (ACSM) or the National Academy of Sports Medicine (NASM). Premium for each hour of individual or small group personal training: <b>\$15.00</b>

Years of Training experience will be determined at the discretion of the Director of the Koret Center at the time of hire. As a guideline, the minimum standard for one (1) year of personal training experience is one year of training individuals and/or groups a minimum average of 20 hours per week.

5(a). Personal Trainers who were represented by the Union as a Personal Trainer as of 1 January 2014, and who continuously maintain the classification of a Personal Trainer; will fall under the following set of guidelines and premium pay:

- Premium for each hour of individual or small group personal training: **\$23.50**.
- Will be eligible to, but not required to, perform group training.

6. Personal Training Incentive Pay

Union Personal Trainers who perform an average of 20 or more PT session-hours per week in a given month would be eligible for monthly incentive pay for that month when collective sales goals are achieved, as follows:

Personal Training staff performing 34 or more hours of personal training sessions per week in a given month shall receive 100% of the following incentive pay plan. Personal Training staff performing 27 or more hours, but less than 34 hours, of personal training sessions per week in a given month shall receive 80% of the following incentive pay plan. Personal Training staff performing 20 or more but less than 27 hours, of personal training sessions per week in a given month shall receive 60% of the following incentive pay plan:

- \$50 per person for each month in which total JCC personal training sales are \$25,000 or more
- \$75 per person for each month in which total JCC personal training sales are \$35,000 or more

- o \$100 per person for each month in which total JCC personal training sales are \$45,000 or more
- o \$125 per person for each month in which total JCC personal training sales are \$55,000 or more

The first incentive level will be reset in January each year. It will be based on the average personal training sales per month in the prior calendar year rounded to the nearest \$1,000. Each of the additional three incentive levels will be in increased increments of \$10,000.

7. Clarification of Holiday Periods

Personal Trainers are not required to work during holidays as Personal Trainers. Should Personal Trainers decide to conduct personal training on a scheduled holiday they may do so. As Personal Trainers are self-scheduling they are not covered under the Holiday time and a half provisions in the Holiday Section of the Union Agreement. If a Personal Trainer schedules personal training on a holiday for fewer hours than their daily accrual rate, they are eligible for paid holiday time for the difference between hours scheduled and their daily accrual rate. Personal Trainers are not eligible for floating holidays as noted in the Holiday Section of the Union Agreement.

**SEIU, LOCAL 1021**

**BERNARD OSHER MARIN JEWISH  
COMMUNITY CENTER**

By   
Lisa Maldonado, Area Director

By   
Judy Wolff-Bolton, Executive Director

Dated Feb 2017

Dated Feb 23, 2017

**NOTE: This was agreed to as a Side Letter attachment on 9/5/14 and signed by the parties.**