

# **Agreement Between**

**Jewish Community Center  
of the East Bay**

**AND**

**LOCAL 1021  
SERVICE EMPLOYEES INTERNATIONAL  
UNION**

**June 24, 2017 – December 19, 2020**

## AGREEMENT

This Agreement is entered into this 24th day of May, 2017 by and between the Jewish Community Center of the East Bay (hereinafter referred to by its name or by "Jewish Community Center", or as the "Employer" or "Center") and the Service Employees International Union, Local 1021, (hereinafter referred to as the "Union").

### PREAMBLE

The program philosophy of the 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

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for employees in the unit certified by the NLRB who work twenty (20) or more hours a week in Case No. 32-RC-1787; excluding project employees, all managerial employees, confidential employees, 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.
- 1.2 It is understood that this agreement applies to employees performing covered work (a) during the entire calendar year, (b) during the school term only or (c) during the school term and when performing non-covered work in the summer program, so long as these summer program employees are not working in managerial, supervisory, confidential or guard positions. It is further understood that the agreement does not apply to employees who only work the summer camp program.

### Section 2. Union Membership

- 2.1 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 through the termination date of this Agreement or the date, if any, on which a state or federal court with jurisdiction covering the Center's place of business holds that such mandatory membership (or the payment of fees in lieu thereof is unlawful), whichever is earlier. 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.
- 2.2 In lieu of the Union's periodic dues and initiation fees, an employee may make regular monthly contributions to the United Way or the Center for Independent Living. This option is available only to employees who demonstrate a sincere religious or moral conviction against supporting a union. The validity of the conviction will be determined by the Union.

- 2.3 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.
- 2.4 Not later than the fifteenth (15th) of each month, the Employer shall supply the Union with the name, classification and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month and who are covered by this Agreement.
- 2.5 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.
- 2.6 At the time a new employee is hired, the Employer shall provide the employee with a copy of this Agreement and any Letters of Understanding pertinent thereto, along with a full explanation of employee benefits and the Employer's personnel policies.
- 2.7 The Center will allow the Union up to twenty (20) minutes to meet at the workplace with a new bargaining unit member who voluntarily wishes to do so during the first week following the Union's receipt of notice from the Employer of the employee's employment to orient the employee to the Union, labor agreement, and other related matters. The new unit member's time will be paid by the JCC. If a recognized steward represents the Union at the meeting, the steward's time spent in the meeting will be at the Center's expense not to exceed twenty (20) minutes. Such orientation meetings may be held up to once per calendar quarter. The union representative will be responsible for scheduling the affected employees' orientation schedule with the affected supervisor(s) at least five (5) work days in advance of the desired meeting date to ensure that classroom or other critical services are not disrupted.

### Section 3. Management Rights

- 3.1 Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer's right to:
- (1) Hire and promote all personnel and employees, including temporary and/or special employees.
  - (2) Discipline or discharge for cause.
  - (3) Determine employee qualifications.
  - (4) Lay off for lack of work and/or adequate funding.

- (5) Make reasonable rules and regulations governing conduct and safety.
- (6) Establish work schedules.
- (7) Determine or modify the Employer's goals and objectives, including the determination or modification of the size, number, location and function of the Employer's organizational units or other activities.
- (8) Expand or contract the Employer's services generally, or any activity or function specifically.
- (9) Direct all staff, including the right to determine work and duty assignments.
- (10) Recruit, utilize and assign volunteers to assist and supplement the regular staff.
- (11) Determine the number of hours worked, the amount of overtime to be worked, if any, and the designation of the employees to work such overtime.
- (12) Create, increase, modify or abolish job functions except as otherwise provided in this Agreement.
- (13) Supervise employees in the performance of their duties.

It is specifically agreed that the enumeration of the above specific management rights shall not be deemed to exclude other management prerogatives not so enumerated, and it is further specifically agreed that all of the rights, powers or authority vested in the Employer, except those specifically abridged, delegated, deleted or modified by the express terms of this Agreement, are retained by the Employer.

#### Section 4. Discrimination

- 4.1 There shall be no legally prohibited discrimination against any employee by either Party to this Agreement because of race, color, national origin, sex, sexual orientation, gender identity, genetic information, disability, pregnancy, age, veteran, military or national guard status or participation, or because an employee participates in union activities or refrains therefrom. There shall be no legally prohibited 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). When such requirements exist, they will be clearly indicated on the job announcement.

## Section 5. Union Business

### 5.1 Business Agent

The business agent or qualified representative of the Union shall be allowed to visit the Employer's covered establishments for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The business agent or qualified representative of the Union shall report to the Center Director before proceeding to the facility. The business agent or qualified representative shall not interfere with the normal conduct of work.

### 5.2 Stewards

The Union shall provide to the Chief Executive Officer or his or her designee a list of Stewards at the outset of the term of this Agreement and on or about each October 1 each year and as changes occur thereafter. The Employer will recognize and conduct union business only with stewards after the Union has notified the employer, in writing, of the Steward's name and authorization to function in its behalf, as provided herein. If employees not covered by this bargaining unit are accreted to this bargaining unit, by mutual consent or order of the National Labor Relations Board, and such employees are regularly assigned to work in a facility other than one in which employees at that time who are included in the bargaining unit, the Union will appoint an additional steward and an additional alternate steward to provide representation in the additional facility. Grievances which may arise and which cannot be adjusted on the job 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 allowed reasonable time off with pay to meet with management representatives to process and attempt to resolve grievances. The Union may, following election by employees or otherwise, designate one of the above-referenced Stewards as its Chief Steward in its written notice to the Chief Executive Officer or his or her designee. If a grievance remains unresolved after step 1 of the Grievance Procedure set forth in this Agreement and the employee grievant elects to present his or her grievances directly to the employer at step 2, the Chief Steward (or Union Field Representative in the Chief Steward's absence) will be given an opportunity to be present if and before any offer of settlement (adjustment) is made by the employer at that step or any subsequent step. A grievance settlement does not establish a binding precedent for future grievances unless the Union and Chief Executive Officer agree otherwise in the text of the written settlement agreement.

### 5.3 The Employer shall provide bulletin board space for Union use.

## Section 6. Salaries

### 6.1 The salary rates for the employees covered under this Agreement are specified in Appendix "A", reflecting a base wage rate increase of three percent (3%) of December 31, 2016 base wage rates, effective January 1, 2017 for employees on the payroll as of the date of ratification by the Union, an additional increase of three and one-half percent (3½%) of December 31, 2017 base wage rates, effective January 1, 2018, and an additional three and

one-half percent (3½%) of December 31, 2018 base wage rates, effective January 1, 2019. An employee whose rate is Y-rated due to having been incorrectly paid above the applicable wage range at the time of hire will not receive a wage increase until after the correct wage rate for the employee's classification and step have caught up with the incorrect rate at which the employee has been paid on hire.

Notwithstanding the foregoing paragraph of this subsection 6.1, if a base hourly wage rate that is payable to an employee under this collective bargaining agreement is less than the base hourly rate required by the City of Berkeley minimum wage ordinance, the base hourly wage rate paid shall be adjusted to ensure compliance with that ordinance. In addition, the wage range for that classification will be adjusted so that the lowest step of the wage range applicable to that classification conforms to the required base hourly minimum wage rate.

- 6.2 If the preliminary audit for FY 2017-18 indicates that the Center operated at a loss during the fiscal year the Center may, by ten (10) days advance written notice to the Union, reopen negotiations on wage rates in lieu of implementing any increases set forth in subsection 6.1 above otherwise scheduled for January 1, 2019 or later.
- 6.3 Employees will receive a seventy-five dollar (\$75) one-time-only lump sum payment in December each year.
- 6.4 An After School Teacher employed without having obtained a BA Degree may move to the pay range of an After School Teacher with a BA degree by attaining the Center service and ECE units as follows:
  - a. With one year of Center service and on presentation to the Center Payroll Supervisor proof of having received credit for 3 ECE units, the employee's rate will increase by one-third of the distance between their existing rate and the step rate in the range for an After School teacher with a BA degree that would apply if the employee possessed a BA degree.
  - b. With two years of Center service and on presentation to the Center Payroll Supervisor proof of having received credit for 6 ECE units, the employee's rate will increase by one-half the remaining distance between the employee's existing rate and the rate in the range for an After School teacher with a BA degree that would apply if the employee possessed a BA degree.
  - c. With three years of Center service and on presentation to the Center Payroll Supervisor proof of having received credit for 9 ECE units, the employee's rate will be that rate in the range for the After School Teacher with a BA degree that the employee would hold if he or she possessed a BA degree.
- 6.5 On the first pay date in 2018 the Employer will pay a one-time-only lump sum of five hundred dollars (\$500), gross, to each employee in the bargaining unit who at that time has completed at least eight (8) years of continuous service with the Employer. Thereafter and ending December 31, 2019 employees in the bargaining unit initially completing their eighth year of continuous service with the Employer will, within two pay periods following

their anniversary date, receive a one-time-only lump sum of five hundred dollars (\$500), gross. For purposes of this section, continuous service is not broken by the Employer's normal scheduled summer or school year breaks.

#### Section 7. Probation

- 7.1 For all teachers and all youth counselors there shall be a probation period of six (6) months. The probation period may be extended for valid reasons for a period not to exceed three (3) months or until the end of the academic year, whichever is the longer period of time, but in no case shall such extension exceed six (6) months. Employees who voluntarily accept a position in a different classification in a different department (ECE, Berkeley After-School, Club J, or Facilities) on or after the date this 2017-18 Agreement is signed by the Parties will serve a new probationary period of one hundred twenty (120) days. If the employee does not pass probation in the different position but has passed initial probation, he or she shall be returned to the employee's former position and classification unless terminated for cause.
- 7.2 When it is the Employer's intention not to continue the employment of a teacher or youth counselor who has not completed his/her probation 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.
- 7.3 For all other employees not specified above, the probation period shall be three (3) months which may be extended for valid reasons for a period not to exceed one (1) month.
- 7.4 Employees must be notified in writing of the extension of probation and the reasons therefore prior to completion of the normal probation period. The Union shall be notified in writing if an employee's probation is extended. An employee terminated during the probation period (including any extension thereof) shall not have the right to appeal his/her termination to the grievance procedure set forth in this Agreement or to any other appeal procedure utilized by the Employer.

#### Section 8. Performance Evaluation

- 8.1 The purpose of performance evaluations is to assess the employee's strengths and weaknesses in relation to the requirements of the job.
- 8.2 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 probation 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 the employee's option, may indicate any disagreements by a written response to be attached to the evaluation. Any disagreements as to the evaluation shall not be subject to the grievance procedure.

Section 9. Discipline, Discharge,  
Suspension or Demotion-Non-Probationary Employees

- 9.1 The Employer shall have the right to discharge, suspend, demote or otherwise discipline a non-probationary employee only for just cause including, but not limited to, dishonesty, insubordination, intoxication, incompetence, negligence, failure to perform work as required or directed or to observe the Employer's safety and procedural rules and regulations. The Employer shall, upon request of the affected employee, issue a written statement to the employee with a copy to the Union which shall include the nature of the disciplinary action taken, the effective date and duration of such action, and a statement of the cause of said action, including specific acts and/or omissions. A copy of such statement shall be forwarded to the Union.
- 9.2 A non-probationary employee shall have the right to be present and to have a Union representative present at any meeting with supervisors or management representatives which is disciplinary in nature. Discharge, suspension, demotion or other discipline of non-probationary employees is subject to appeal in accordance with the grievance procedure specified elsewhere in this Agreement. Such appeals must be filed within ten (10) calendar days from the date of discharge, suspension, demotion or other disciplinary action and unless so filed, the right of appeal shall be lost.
- 9.3 The Parties agree that any proposal concerning Alcohol and Substance Abuse policy that either party may have made during the negotiations over this 2017-2019 successor Agreement shall be treated for all purposes as though it had not been made, did not, and does not exist. Such proposal(s) may not be referred to or introduced in any future labor relations forum. This will not preclude either party from making new proposals in the future that may in any or all respects contain terms that may have been included in the proposals that are rendered a nullity by this Agreement. If the Employer wishes to alter its Alcohol and Substance Abuse policy, the Employer will notify the Union in writing, and the Parties will promptly undertake bargaining over the subject.

Section 10. Job Vacancies and Additional Hours

10.1 Posting Requirements

The Center shall make reasonable efforts to notify employees of all job vacancies (i.e. positions that have no incumbent) in positions in the bargaining unit by physical posting, e-mail, or internet posting (or a combination thereof) for a period of ten (10) workdays prior to the filling of a position so that current employees who possess the appropriate qualifications and skills may have an opportunity to apply. The Center will send an e-mail message with a copy of the posting to a Union Steward, if any, whenever a job vacancy is posted. The Center will not be held responsible for technical problems that prevent delivery of the e-mail message that was sent. During this time the Employer may fill the vacancy in any way it chooses, or may choose not to fill the vacancy. The Employer may simultaneously recruit for the vacant position outside the Center. Current employees shall have preference over outside hires; provided, however, that for all purposes, the Employer remains the sole judge of the qualifications and skills needed to fill any position and the



final decision of the Chief Executive Officer shall not be subject to the grievance procedure specified elsewhere in this Agreement. Employees are encouraged to check the Employer's website for information on job opportunities outside the bargaining unit.

#### 10.2 Minimum Hours Requirement

Each employee shall be notified of his/her minimum hours of employment (usually twenty hours). Individual employees may be offered additional hours within the same program above minimum based on enrollment or operational need. The offer of additional hours is based on staff availability to work those hours and the qualifications of staff to meet specific Center needs. The Employer may reduce hours above guaranteed minimum without consideration of seniority based on decline in enrollment or other adverse operational concerns. Center must provide two (2) weeks' notice prior to reducing hours.

Employees in ECE will be offered additional hours in early care or after care as specified in the paragraph above. If additional hours in early care or after care are reduced due to enrollment or other adverse operational needs, hours will be reduced in order of seniority within the classification. Center must provide two (2) weeks' notice prior to reducing hours. Hours reduced below minimum hours guaranteed shall be in accordance with Section 17. Reduction in Force.

#### 10.3 Additional Hours of Work

When the Center determines that additional hours of work are available for bargaining unit employees in another program or for special projects, and prior to recruiting for an employee to work such additional hours, the Center will post or provide staff an email notice of the availability of such additional hours of work for not less than five (5) working days in order to afford employees the opportunity to apply for the additional hours of work. Such notice shall specify the nature of the additional hours, the expected days and hours of work and any necessary prerequisites.

Interested employees will apply in writing to the Center manager giving notice of the opportunity. Merit and ability among employees being approximately equal, such additional hours shall be granted to the senior employee making application; provided that such assignment would not cause the Center to incur overtime costs. It is understood that the Center shall not be expected or required to make alternative operational schedules in order to accommodate the applying employee; and that the employee is able to meet any programmatic requirements for the work to be performed. It is also understood that the Center shall be the sole judge of whether to offer additional hours to bargaining unit employees or to hire a new employee.

Additional hours, above the minimums (specified in 10.2 above) offered in another program may be increased or decreased based on enrollment or operational need or because the grant or project ended. The Center agrees to provide two (2) week notice of any reduction in hours.

The Center will provide the Union with two weeks' advance written notice of its decision to reduce the hours within minimums of one or more employees, and of the anticipated impact the reduction will have on the work hours and schedules of each affected employee. On timely written request by the Union, the Center will meet with the Union within the above-stated two week notice period to discuss the reasons for the reductions.

- 10.4 Winter and Spring Camps ("Schools Out") breaks are considered additional hours for purposes of this subsection 10.3 Notwithstanding any terms of subsection 10.3 to the contrary, such hours opportunities shall be filled by Afterschool Teachers on the basis of seniority; provided, that the teacher desiring the position commits to working the entire first or second week or the entire duration of the Camp. The applicable wage rate for such work will be the rate the wage rate the After School Teacher is normally paid for their regular duties. If insufficient numbers of Afterschool Teachers are available to work during Camp, other personnel will be paid the rate posted by the Employer at the time of the Camp.

## Section 11. Hours of Work and Overtime

### 11.1 Hours of Work

The normal workweek is thirty-seven and one-half (37-1/2) hours for all full-time employees, between the hours of 12:01 A.M. Monday to 12:00 Midnight Sunday.

Each employee who works more than six (6) hours per day shall be entitled to a minimum of a thirty (30) minute unpaid lunch break. Any employee who works exactly six (6) hours in one day may voluntarily "waive" the unpaid lunch break.

Employees who work at least three and one-half (3-1/2) but less than six (6) hours in a workday shall be entitled to one rest period not to exceed fifteen (15) minutes, to be taken near the mid-point of the employee's workday. Employees who work more than six (6) hours in a workday shall be entitled to two rest periods not to exceed fifteen (15) minutes each, to be taken near the mid-point of each half of the employee's workday.

There shall be two (2) consecutive days off per week except for a special schedule as arranged by mutual agreement between the employee and the Employer. No employee shall be required to work on his/her regularly scheduled day off.

A split shift is defined as a work day schedule established by the Employer which is interrupted by non-paid, non-working periods longer than one (1) hour, excluding any meal or rest period. Employees assigned to a split shift shall be paid a premium of One Dollar (\$1.00) per hour for each hour worked on the entirety of any such shift. However, split shift premium will not apply to a shift that meets the definition of a split shift solely by virtue of the employee having volunteered for and having been granted additional hours of

work, beyond his or her normal work schedule, in a classification other than that to which the employee is normally assigned.

#### 11.2 Authorization and Accounting for Overtime Work.

Except in emergencies, overtime shall not be worked unless authorized by the Center's Chief Executive Officer or a designated representative.

Any authorized overtime worked up to the first half (1/2) hour shall be reported as a half (1/2) hour worked. Overtime worked beyond the first half (1/2) hour shall be reported as actual time worked.

Overtime will be paid at time and one-half employees normal pay for hours worked over eight (8) in a day or forty (40) in a week.

In determining whether an employee has worked a sixth (6th) workday or more than forty (40) hours in a week, paid holidays and paid vacation time but not other paid time off such as paid sick leave shall count as days or time worked.

#### 11.3 Part-Time Employees.

Part-time employees shall be paid straight-time the hourly rate of pay for all hours worked up to forty (40) hours in a week.

If part-time employees are required to work a sixth (or seventh) consecutive day during one workweek - i.e. they work a Saturday (or a Saturday Sunday) - they will be paid at the rate of one and one-half (1½) times the straight time hourly rate of pay for any hour or portion of an hour worked.

However, if the Employer has needs for casual labor and asks for volunteers among part-time employees, those who volunteer will be paid the straight-time hourly rate on the sixth (or sixth and seventh) consecutive day, and will only receive overtime if they work over forty (40) hours in the work week or over 8 hours in the work day.

#### 11.4 The Center will grant each After-school and Club-J teacher paid preparation time based on the Center's determination of need. The amount of such preparation time will be one and one-half (1½) hours each week worked, except that an employee may request and his or her supervisor may allow the employee to combine multiple weekly one and one-half hour allotments to permit the employee to perform preparation requiring more than one and one-half hours of work during a week. However, the borrowing of preparation time in this manner will mean that then employee will not have that preparation time in later weeks when it is otherwise due. The Center may increase or reduce the amount of preparation time allotted to an After-school or Club-J teacher based on changes in the employee's assignments or other operational considerations. An After-school or Club-J teacher who desires to use prep time off-site must notify the employee's supervisor in advance of the date and general time the employee desires to use off-site prep time. Such off-site use must be approved in advance by the employee's supervisor. After using

preparation time, on or off site, the employee must, during the Payroll Cycle in which the prep time was used, send an email to the Program Director and Center's Payroll Assistant noting the date prep time was used and the amount of time on that date(s). Preparation time must also be recorded on the employee's time report identifying the date(s) and time(s) during which it was used during the week worked. Preparation time cannot be used on holidays or vacation days, or on a day that would cause the length of that work day to exceed eight hours.

## Section 12. Holidays

12.1 The Employer recognizes the following national holidays:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Thanksgiving Day and the following day
- (8) Christmas Day

12.2 National holidays falling on Saturday shall be celebrated the previous Friday. National holidays falling on Sunday shall be celebrated the following Monday.

12.3 The Employer recognizes the following religious holidays:

- (1) Rosh Hashanah (two (2) day)
- (2) Yom Kippur (one (1) day)
- (3) Sukkot (first (1st), day)
- (4) Passover (first day)
- (5) Shavuot (one (1) day)

Religious holidays shall be celebrated solely on the actual date. Employees are not entitled to a paid holiday for any religious holiday that falls on a Saturday or Sunday unless regularly scheduled to work on Saturday or Sunday.

12.4 The Center will normally be closed on the above-listed national and religious holidays. Employees who would have been scheduled to work on the day of the week on which any of the above holidays falls shall be given a day off and shall receive the same pay as if they had worked on that day (holiday pay).

12.5 When a holiday is observed on a part-time employee's regularly scheduled day of work, the part-time employee shall be paid at their straight-time rate for the hours regularly scheduled to be worked.

- 12.6 Employees who are required to work on any of the above-listed national or religious holidays shall be paid one and one-half (1-1/2) times their straight-time rate for any hours so worked plus the holiday pay specified above.

12.7 Personal Days

In addition to the holidays listed above and after one (1) year of employment, employees will be credited on September 1 of each year with five (5) personal days with pay for each twelve (12) month period.

For part-time employees personal day hours will be calculated based on the employee's standard hours for the day taken as established in the Center's payroll system.

At the sole option of the Center, one of these personal days may be scheduled for a day the Center is closed for business. The Center must notify employees by September 1<sup>st</sup> of each year in order to exercise this option.

These personal days may be taken at any time during the following year, with prior approval by the employee's supervisor. Personal days may not accumulate from one personal day use year (September 1 through August 31) to the next except that an employee may carry over up to three (3) unused personal days for use in the immediately succeeding personal day use year. In no event will an employee have more than six (6) personal days on the books in any personal day use year. Personal days not used within the prescribed period are forfeited and not compensable, nor are they compensable upon termination.

Employees within the first year of employment shall receive three personal days, two (2) personal days credited after six (6) months of employment and an additional one (1) personal day credited after nine (9) months of employment.

12.10 Use of Personal Days

The Center has the right to determine the number of employees who may use a personal day on the same day.

12.11 Eligibility for Holiday Pay

Except as provided otherwise in this subsection, to qualify for paid holidays the employee must report to work or be in paid leave status on both the last regular workday immediately preceding the holiday and on the first regular workday following a holiday. However, if the Center does not offer work to an employee in the After School Program who is otherwise able and available to work on the regular workday preceding or following the Thanksgiving, Christmas, or New Years' Day holiday the employee will nonetheless remain eligible for that holiday even if on unpaid status.

### Section 13. Sick Leave, Leaves of Absence and Emergency Leave

#### 13.1 Sick Leave

Accrued unused sick leave with pay may be used for the illness or necessary medical appointments of the employee during the employee's regularly scheduled work hours. Full-time employees shall accrue sick leave with pay at the rate of twelve (12) days per year accruable to a maximum of forty-five (45) days. Part-time employees shall earn sick leave on a pro rata basis based on the ratio that their regularly scheduled hours per week bears to thirty-seven and one-half (37-1/2) hours per week. Subject to the limits and requirements of the California Healthy Work Places, Healthy Families Act of 2014, unused sick leave remaining at the end of the school year for a terminating employee, or otherwise at termination, will be nullified and the employee, if renewed in a subsequent year or otherwise rehired, will commence accrual anew.

After the employee has used 3 days of sick leave in the year, the employer may require a certification by a licensed medical provider of the need for the fourth and subsequent consecutive days of that absence. The employer may also require such a certification for any subsequent absence or illness of three (3) or more consecutive days in the same year.

Employees may borrow unearned sick leave at the sole discretion of the Chief Executive Officer.

Employees may use one (1) day of accrued sick leave each year as a personal day. Scheduling of said personal day shall be by mutual agreement.

Employees may use up to six (6) days per year of sick leave to care for a member of the immediate family that requires care while ill. Immediate family is defined as spouse, domestic partner, parent, child or child of domestic partner.

The Parties hereby waive coverage under and application of Berkeley Municipal Code 13.100 as provided by subsection 13.100.050 of that Code.

#### 13.2 Integration of Benefits

If any employee is eligible for basic weekly benefits under the California Workers' Compensation Insurance program or the California State Disability Insurance Program, the Employer shall pay to the employee the difference between such benefits and the employee's regular salary to the effect that the employee will continue to receive an amount which is equal to regular salary, provided that such differential payments by the Employer shall not exceed, in the aggregate, the total amount of accumulated sick leave of the employee. Payments received from the State of California in the form of such weekly benefits shall not be charged against the employee's accumulated sick leave.

#### 13.3 Substitutes

Employees shall not be required to locate or contact substitutes when they call in sick. In the event, an employee is requested to contact a substitute, the employee shall be paid for

the duration of any such work or for a minimum of one-half (1/2) hour whichever is greater.

13.4 Benefit Accrual During Sick Leave

During periods when an employee is receiving sick pay he/she shall continue to accrue seniority, vacation leave, sick leave, and health and welfare benefits.

13.5 Sick Leave Account Upon Termination

The amount of sick leave time accrued but not taken at the time of the employee's termination for any reason whatsoever is not convertible to cash or any other form of compensation.

13.6 Personal 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 months. Such leave shall include pregnancy disability leave pursuant to applicable State and Federal law. The Chief Executive Officer may grant, at his/her discretion, a six (6) month 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.

13.7 Paternity and Adoption Leave

Employees who become parents of or who adopt a child eighteen (18) months or younger shall be entitled to paternity or adoption leave of up to six (6) months to commence on or before the date of birth or adoption as determined by the employee. This leave may be extended when such requests can be reasonably accommodated. Employees may utilize any accrued vacation leave, personal days or compensatory time off for any portion of paternity or adoption leave.

13.8 Benefit Credits

Credit toward all benefits dependent on length of service such as seniority and pension credits, shall be accrued during the first six (6) months of personal disability, paternity or adoptive leave and retained thereafter.

13.9 Reinstatement

An employee returning from personal disability, paternity or adoptive leave shall be reinstated in his/her former position at the salary he/she would have received had his/her employment with the Employer been continuous.

13.10 Family and Medical Leave Act

The Employer shall provide family and medical leave in accordance with State and Federal law. The above leaves shall run concurrently with an employee's entitlement pursuant to the provisions of the Family and Medical Leave Act and Family Care Leave.

13.11 Emergency Leave Including Bereavement Leave

A leave of absence with pay up to five (5) working days shall be granted for death in the immediate family (i.e., mother, father, child, grandchild, grandparent, husband, wife, brother or sister).

A leave of absence without pay of up to five (5) working days shall be granted for the death of a significant other or for serious illness in the immediate family as defined above.

13.12 Unpaid Leaves of Absence

Leaves of absence may be granted in writing in the sole discretion of the Chief Executive Officer. At the employee's request, the Employer shall continue health care coverage during the period of an approved leave of absence, at the employee's expense. An employee returning from an approved leave of absence shall be reinstated in his/her former position at the salary he/she would have received had his/her employments with the Employer been continuous. The employee on leave of absence shall not lose any previously accrued seniority during the term of a leave of absence, but the employee shall not continue to accrue seniority during the term of a leave of absence without pay.

13.13 Professional Conference Leave

Employees shall be entitled to not less than one (1) day's leave with pay during each fiscal year to attend job-related conferences, courses, classes, institutes or workshops of an educational nature. The professional conference must be approved as relevant by the Chief Executive Officer, and the Employer shall have the right to determine how many, if any, such employees may be granted time off from their regular duties to attend any one such professional conference. Professional conference leave not utilized during the fiscal year shall be forfeited.

Should two (2) or more employees request such leave for the same conference, if the Center is not able to grant all requests, the conflict shall be resolved in favor of the employee(s) having used the least leave under this Section in the current fiscal year.

13.14 Jury Duty

An employee who is summoned for jury duty will be granted time off as required and will be reimbursed by the Employer for the difference between his/her normal daily salary and jury duty compensation to a maximum of ten (10) days per year. Such reimbursement shall exclude any mileage reimbursement. Employees released from jury duty or released to phone stand by status shall be required to report for work to complete any portion of the remaining scheduled work shift or to make other arrangements with his/her supervisor. An



employee selected for jury service must keep his/her supervisor informed as to anticipated release date.

The Chief Executive Officer will upon request provide the court(s) with the maximums specified herein.

#### Section 14. Vacation

##### 14.1 Vacation for Non-ECE Staff and Youth Department Employees

Employees shall be entitled to paid vacation as follows:

Beginning with the date of employment, employees, excluding ECE teachers and assistant teachers, shall each year accrue ten (10) working days of vacation per year, prorated by pay period worked,. After five (5) years of employment (based on anniversary date) the employee will accrue at the rate of fifteen (15) working days per year, prorated by pay period worked. After eight (8) years of employment (based on anniversary date) the employee will accrue vacation at the rate of twenty (20) working days per year prorated by pay period worked.

The use of vacation shall be by mutual agreement of the employee and the Chief Executive Officer or his/her designee.

##### 14.2 Vacation for ECE Staff

In lieu of vacations, teachers and assistant teachers shall receive full pay for both the winter and spring breaks, or fifteen (15) days total. Paid time shall include paid holidays that fall within those specified weeks.

After five (5) years of employment, ECE Teachers and Assistant Teachers shall earn one (1) additional day of vacation each year. After seven (7) years of employment ECE teacher and Assistant Teachers shall earn a second additional day of vacation per year. These additional vacation days shall be scheduled by mutual agreement. These days will be prospectively credited to the employee's vacation account on the employee's Anniversary date of employment. Thereafter, in all case, they will be credited on September 1 of the applicable year following attainment of the thresholds set forth in this paragraph.

##### 14.3 Vacation for Youth Department Staff

Due to the nature of the Youth Department, employees are not expected to use vacation during the program year except during periods of leave without pay. Use of vacation during the program year shall be by mutual agreement between the employee and the Chief Executive Officer or his/her designee. Youth Department employees, who are not hired to work during the summer, shall be paid for all accrued, unused vacation on the last pay period before summer break. Youth Department employees who have not taken at least a week of vacation time off (either paid or unpaid) and who are hired to work summer camp, will be required to schedule a vacation at a mutually agreed upon time prior to the

beginning of the school session in August or September. Any remaining accrued vacation time will be paid before September 1st. Employees, who are hired to work summer session, shall be notified no later than May 1st of each year in order to plan vacation.

#### 14.4 Vacation for Employees in Both Programs

Employees who are employed in both ECE and afternoon programs will accrue vacation as specified in 14.1 and 14.2 based on the pro rata number of hours worked in each.

Employees must request vacation leave in advance from the vacation accruals (specified in 14.1 and 14.2) if a full day's vacation is desired during periods that ECE is not in session.

If an employee has submitted a written request for specific days and the employee's supervisor has not responded with a decision within seven (7) calendar days the employee may advance the written request to the supervisor of the non-responding supervisor. If the employee has not received a decision within fifteen (15) calendar days of the date he or she originally delivered the vacation request to the employee's supervisor, the employee shall forward the request to the Center's Chief Executive Officer who will render a decision.

#### 14.5 Vacation Accrual

Vacation time earned is not accumulative from year to year unless the Employer has specifically denied the employee reasonable opportunity to take time off or other arrangements are made at the discretion of the Chief Executive Officer.

Vacations shall be prorated for part-time staff.

#### 14.6 Payment upon Termination

A non-probationary employee who has accrued vacation time, but whose employment is terminated prior to taking such vacation time off, shall be paid for all such accrued vacation time upon termination.

### Section 15. Center Closings

- 15.1 JCC staff, not assigned to the JCC Early Childhood Education Program, shall have the option of taking unpaid leave or accrued vacation days for any days that the Center shall close, unless the closing exceeds two (2) consecutive weeks.
- 15.2 JCC Early Childhood Education staff's options for days the Center shall close for less than two (2) consecutive weeks are outlined in Section 14 of this Agreement.
- 15.3 Closing of the Center in excess of two (2) consecutive weeks shall be treated as a general layoff.

## Section 16. Mileage Reimbursement and Commuter Benefit

- 16.1 When an employee uses his/her personal car for authorized Center business, miles driven for such business shall be reimbursed at the then current IRS reimbursement.
- 16.2 The JCC will offer an employee funded commuter benefit program in accordance with the requirements of the Bay Area Air Quality Commission.
- 16.3 Employees who drive in the scope of their JCC employment are responsible for paying tickets they receive for driving infractions, violations, etc.

## Section 17. Reduction in Force

This layoff policy is intended to provide the maximum employment protection to Center staff should a layoff become necessary.

### 17.1 Layoff

Layoff is a separation of an employee from service of the Agency by action of the Chief Executive Officer because of lack of work, lack of funds, reorganization. In the event of layoff, the Agency will give at least two (2) weeks' advance written notice to the employee and the Union. This advanced notice requirement shall not apply to probationary employees or in emergency situations. Reorganization may not be used solely to improperly circumvent layoff provisions.

### 17.2 Precedence by Employment Status

No employee who has completed the probationary period shall be laid off while employees working in temporary or probationary status are retained in the same classification. Temporary employees in the classification shall be laid off first, followed then by probationary employees in the classification, followed then by employees in the classification who have completed the probationary period.

Layoffs shall be by job classification in inverse order of employment, provided the remaining employees can perform the available work.

An employee subject to layoff in a classification to which the employee has been promoted from a lower classification shall be offered a position in a classification from which he/she was promoted, if he/she has more seniority than current members of the classification.

An employee subject to layoff who has a verified interview, examination, etc., for a position with another employer may be released from work with the prior written approval of the Chief Executive Officer, and may utilize earned compensatory time off for this purpose.

### 17.3 Recall

The names of employees laid off shall be placed on a recall list by classification in reverse order of layoff. Such recall lists will remain in effect for a laid-off employee for a period of one (1) year after the effective date of the layoff. The person standing highest on the recall list for a particular classification when a vacancy occurs in that classification, or in any other classification for which the employee is qualified by virtue of meeting the minimum qualifications for the job, and having had recent training and/or experience in performing the tasks required by the position, shall be offered the appointment prior to consideration of all other applicants. Employees accepting appointment in a lower classification shall retain their position on the recall list in the event a vacancy in their former classification occurs. Employees appointed from the recall list shall be restored all rights and benefits accrued prior to being laid off such as sick leave, salary step held, vacation credit, and credit for years of service.

Notice of recall will be given to the employee who shall have up to five (5) workdays from the date of receipt of a certified letter to report to work. Failure to report to work within the specified time period unless extended by agreement of the Chief Executive Officer will result in the employee being removed from the seniority list and having no further rights to recall.

### Section 18. Union Management Committee

18.1 The Union and the Employer agree to the establishment of a Union/Management Committee, the purposes of which are as follows:

- (1) To serve as a direct means of communication between Union-represented staff and Employer management, including the Board of Directors.
- (2) To provide a vehicle to explore concerns regarding programs, operations, funding, physical plant, etc.

18.2 The Committee shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet quarterly or more frequently by mutual agreement. Employees attending such meeting during their regularly scheduled work hours shall not suffer a loss in pay. The Committee shall not deal with matters that are the subject of pending grievances or that are properly within the scope of collective bargaining.

### Section 19. Management of Communicable Diseases

It is recognized that the health of all staff and participants; especially that of the children at the Centers is of utmost importance. Therefore, it is acknowledged that the management of communicable diseases in order that such diseases do not spread within the group setting is a primary concern. It is the responsibility of the Employer to see to it that all classrooms and staff are notified of the presence of a communicable disease so that all children may be checked and, if necessary, isolated.

Section 20. Health and Welfare and Dental Benefits and 403(b) Plan

20.1 Health Plan Coverage and Contribution

The Employer shall provide employees' health insurance coverage, including a Kaiser plan. During the first year of employment, the Employer will pay the cost of coverage for the employee only, as specified below.

The Employer will contribute each month toward the applicable monthly premium for health insurance coverage for each eligible employee. The maximum amount of the contribution will be the actual premium charged for the plan in which the employee is enrolled or the following amount, whichever is less, for the applicable plan year as shown below. The monthly contribution shall be prorated for part-time employees based on the ratio that their regular assigned hours per week bears to thirty-seven and one-half (37-1/2) hours per week. The remaining premium cost shall be paid by the employee.

<u>Plan Year</u>	<u>Maximum Monthly Employer Contribution For Full-Time Employee:</u>
2017	\$649.61 (six hundred forty-nine dollars sixty-one cents)
2018	\$675.59 (six hundred seventy-five dollars fifty-nine cents)
2019	\$702.62 (seven hundred two dollars sixty-two cents)

If the employee enrolls in a high deductible Employer health plan, and if the Employer's contribution for that plan is less than the above maximum employer contribution for the applicable plan year, the Employer may contribute to a Health Savings Account for that employee an amount up to the difference between the maximum Employer contribution and the premium it pays for the high deductible plan coverage (subject to proration for part-time employment).

If the monthly premium increase for Plan Year 2018 for the employee only rate, for the Employer plan with the greatest employee enrollment, exceeds twenty-five dollars ninety-eight cents or, if for Plan Year 2019, such monthly rate increases more than twenty-seven dollars three cents (\$27.03) the Union may, within ten (10) days after the Employer notifies the Union of the rate increase or of the effective date of the increased rate, whichever is earlier, open negotiations only on the subject of any further Employer premium payment for the applicable year. The Union shall deliver to the Chief Executive Officer written notice of its desire to open such negotiations.

The Employer retains the right to modify or replace the existing Kaiser Plan and change other medical plans during the term of the Agreement. The Employer will meet and confer with the Union prior to implementing any change.

## 20.2 Employer Dental Contribution

The Employer will continue to fully pay for the employee only dental plan. Any employee covered by the dental plan as of September 1, 2004 and who has selected employee plus one or family dental coverage will continue to receive fully paid dental during the term of this Agreement.

## 20.3 Alternate Coverage

An employee who may have health plan coverage as a result of being an eligible dependent of another Center employee, or who may have health plan coverage as an eligible dependent of a person employed elsewhere, or otherwise, may waive health plan coverage as an employee of the Center; and that, in lieu of the amount the Center would otherwise pay for the health plan coverage for that employee, fifty percent (50%) of the amount paid by the Employer for single medical coverage shall be paid by the Center as taxable wages, less required applicable deductions. To participate in this program, the employee shall sign a waiver of health plan coverage, provided by the Center; provide proof of health plan coverage, which shall be confirmed annually by January 1 of each year. If the proof of alternate coverage is not reconfirmed by January 1 of each year, the alternate coverage payment cost shall be discontinued as of that January 1. Employees shall be notified of this requirement by December 1 of the prior year. If notice is issued after December 1, the period for filing the required waiver forms and evidence will be extended by the same number of days as the issuance of the notice was late. Re-enrollment in the Center's health plan shall be in accordance with the requirements of the health plan provider.

The in lieu payment shall be prorated for part-time employees in relation to regularly scheduled hours each week divided by the number of regularly scheduled days worked.

## 20.4 Waiting Period

Only new employees shall be required to serve the contractual sixty (60) day health and dental plan waiting periods. The Center will begin payment of health and dental premiums the first of the month following completion of sixty (60) calendar days. Thereafter, the Center shall pay the health and dental plan premiums required in Section 20.1 and 20.2 in every month in which the employee is regularly assigned work of twenty (20) hours per week or more.

School term only employees who will not work over the summer but who are expected to return in the fall may elect to continue health and dental plan coverage over the summer at their own expense. School term employees who have not chosen to continue the health and dental plans over the summer will be immediately reinstated for health and dental plan coverage upon their return in September.

## 20.5 403 (b) Plan

Employees may, at their own expense, participate in the 403 (b) Investment Plan offered through the Employer.

## Section 21. Employee Childcare

Full-time employees with one (1) or more years of service as of July 1 of any year who utilize the Employer's Child Care facilities will be entitled to a twenty percent (20%) discount in the monthly tuition charged to non-employee parents for the same services. Part-time employees with one (1) or more years of service as of July 1 of any year will also receive a twenty percent (20%) discount prorated by the average number of hours such employee is regularly assigned to work each week (e.g.,).

## Section 22. Education Incentive

### 22.1 Jewish Educational Incentive

An employee who completes thirty (30) hours (two (2) semester units) of pre-approved course work which promotes knowledge and understanding of Jewish culture, heritage and tradition shall have his/her hourly rate increased by Twenty-five Cents (25¢). An employee shall not be eligible to receive an additional incentive until twenty-four (24) months have elapsed.

Credit shall be granted as follows:

#### Voluntary In-service Training:

One (1) unit for each fifteen (15) hours of approved in-service training (instruction time only).

#### Mandatory In-service Training:

One (1) unit for each thirty (30) hours.

#### College/other Courses:

One (1) unit for fifteen (15) hours.

(Note: Quarter units are equivalent to two thirds (2/3) of a semester unit.)

### 22.2 Educational Incentive for ECE Units

The Center shall reimburse any employee for books and tuition for courses taken outside work hours at a local Bay Area community college, eligible for additional ECE units, and passed with a grade of "C", "Pass", or better. Reimbursement for the course will be made only if the Preschool employee informs the Preschool Director or After-School employee informs the After-School Director in writing before enrollment and attendance and if the course begins and ends during the employee's period of continuous JCCEB employment. Reimbursement for books shall be for the cost of renting an e-book or buying a used book; if a new hardback book is purchased it will become the property of the JCC if the employee requests reimbursement of any portion of the cost from the JCCEB. Reimbursements will be done within thirty (30) days after the employee delivers to the

Payroll Office their school grade report documenting satisfactory completion of the course with the required grade and documenting and itemizing all costs for which they request reimbursement.

- 22.3 An employee in the classification of After-School Teacher who possesses a current California Class-B driver's license may, in addition to their other assignments, be assigned to drive a Center Van for the operation of which such a license is legally required. For maintaining such license the employee will receive a premium of fifty cents (\$0.50) per hour worked. An employee in the classification of After-School Teacher who possesses a current California State Youth Bus Driver certification may, in addition to their other assignments, be assigned to drive a Center Youth Bus for the operation of which such a certification is legally required and will receive a premium of sixty-five cents (\$0.65) per hour worked for maintaining such certification. If the employee possesses both a valid California class B license and a valid California Youth Bus Certification he or she may be assigned to operate a Center Van or Bus but will only receive the sixty-five cent (\$0.65) per hour premium, not both premiums. The premiums provided in this subsection 22.3 are paid on all hours worked, not only those hours assigned driving Van or Youth Bus. For employees who do not possess a current class B license or Youth Bus Certification, no premium will be paid for operation of a Center mini-van.

#### Section 23. Use of Volunteers

Volunteers may be assigned the duties of any classification covered by the Agreement. However, it is not the intention of the Employer to replace employees or reduce their regular hours of work through the use of volunteers. A volunteer shall be defined as one who freely and willingly gives of the volunteer's time to the Center(s).

#### Section 24. Safety and Health

The Employer will make every reasonable effort to 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 Center Director(s).

#### Section 25. Grievance Procedure

- 25.1 A grievance is any dispute which involves the interpretation or application of any provision of this Agreement. Grievances shall be processed in the following manner:

Step 1. The Union or any employee who believes that a provision of this Agreement has been misinterpreted or misapplied shall discuss the complaint with the supervisor (or management person most immediately involved). 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 or the Union shall submit the grievance in writing to the Chief Executive Officer. This formal written grievance shall state the facts of the grievance and the remedy sought. The grievance 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 Section 7, and if not filed within the thirty (30) calendar days, the right of appeal shall be lost. The Chief Executive Officer or his/her designee shall have ten (10) working days in which to investigate the merits of the complaint and attempt to resolve the grievance.

Step 3.

If the Grievance is not satisfactorily settled at step two (2), of the grievance procedure either the JCC or the Union may, within ten (10) days after the expiration of the ten (10) day period for employer investigation and response under step 2, request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in their effort to voluntarily resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's and party representative schedules.

The parties agree that the mediation shall be confidential and neither a stenographic nor electronic record of the mediation sessions will be made; further, that the statements made in or in pursuance of mediation are completely confidential and may not be disclosed outside the mediation process or raised or referred to in any litigation setting. The mediator may not be called as a witness in any proceeding, nor may any participant or principal of the participant be questioned concerning substantive statements made during the mediation regarding the contractual subject matter of the grievance.

The Mediator may not impose a settlement on the parties. Any final settlement of the grievance in mediation shall be voluntary, reduced to writing and signed by the Center, the Union, and the Grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties through mediation shall not be deemed to establish a precedent in any other dispute on the contractual subject of the grievance unless expressly agreed otherwise, in writing, by the parties.

The Mediator may provide the parties with a private, informal, nonbinding assessment of the procedural and substantive merits of dispute, and how an Arbitrator may decide the grievance if it proceeds to arbitration.

The Parties will bear their own respective costs of representation in mediation. If the Federal Mediation and Conciliation Service indicates that it will charge the parties for the mediation services, the parties will share equally the FMCS charge for the mediation. However, either party may elect to forego mediation and proceed directly to arbitration within the same time limit established for initiating mediation under this provision. Mediations will be conducted during non-work hours of the bargaining unit members participating in the mediation. Nothing herein precludes the Union and Center from agreeing on an ad hoc basis to use a private or other alternative agency mediator.

Step 4. If the Parties are unable to arrive at a resolution of the grievance, either the Union or the Employer may refer the grievance to impartial arbitration by delivering written notice to the designated representative of the other. The arbitrator shall be designated by mutual agreement between the Union and the Employer within seven (7) days after the grievance is referred to arbitration. If the parties are unable to reach agreement on an arbitrator, either may request a list from the Federal Mediation and Conciliation Service of the names of seven (7) qualified neutral labor arbitrators from which one will be chosen as the arbitrator by alternate striking of names; the order of striking to be determined by lot. The fees and expenses of the arbitrator 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.

## 25.2 Scope of Arbitration Decisions

- (a) The arbitrator's decision on matters properly before the arbitrator shall be final and binding on the parties hereto.
- (b) Proposals to add to or change this Labor Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. The arbitrator shall not have the power to amend or modify this Agreement or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

## Section 26. Out-of-Class Work

The Center agrees to pay an employee who has been assigned to temporarily assume and perform substantially all of the responsibilities of a position in a higher classification, or who agrees to accept substantial additional responsibilities outside the scope of, and requiring a higher skill or educational level than, the those associated with the employee's regular classification, an additional five percent (5%) of the employee's hourly rate for each hour of such additional responsibilities after the employee has performed the additional responsibilities for a minimum of two (2) hours.

## Section 27. Strikes/Lockouts

The Employer agrees not to engage in any kind of lockout during the term of this Agreement. The Union agrees not to engage in any strike or stoppages of work during the term of this Agreement.

## Section 28. Scope of Agreement and Severability

This written collective bargaining agreement contains the entire agreement between the parties. There are no promises, duties, or obligations by or of either party except as set forth herein in writing. In the event that any provision(s) of this Agreement is held invalid and unenforceable under applicable State or Federal law by a federal or state court or administrative agency of competent jurisdiction, such determination shall be confined to the provision specified in the

decision setting forth the ultimate holding and will not in any way affect the remaining provisions of this Agreement. The parties shall negotiate a replacement for the invalid terms within thirty (30) days after such provision is ultimately held invalid and unenforceable.

Section 29. Term of Agreement

This Agreement shall be effective upon ratification and adoption by the Board of Directors following ratification by the Union membership and signing by the Parties' respective authorized representatives. It 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 February of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of May, 2017.

FOR SEIU LOCAL 1021:

FOR THE JEWISH COMMUNITY  
CENTER OF THE EAST BAY:


By

  
John Stead-Mendez  
Executive Director

By

  
Amy Tobin  
Chief Executive Officer

By

  
Dana MacPherson  
Field Director, East Bay

By

  
Samantha Kelman  
Chief Operating Officer

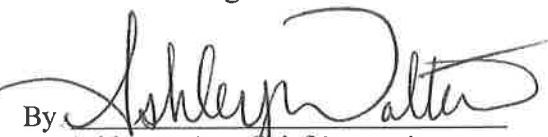
By

  
Ossee Desmangles  
Worksite Organizer

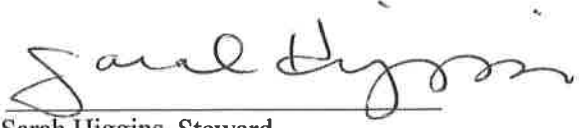
By

  
Darrell Murray  
Consultant, Industrial Employers  
And Distributors Association

By

  
Ashley Walter, Chief Steward

By

  
Sarah Higgins, Steward

## **APPENDIX "A" - WAGE SCHEDULE**

**Effective January 1, 2017**

### **Classification:**

<b><u>Teacher</u></b>	<b><u>Entry</u></b>	<b><u>2<sup>nd</sup> Step</u></b>	<b><u>3<sup>rd</sup> Step</u></b>
12 ECE Units	\$17.47	\$18.82	\$19.29
24 ECE Units	\$20.18	\$21.51	\$22.05
 <b><u>Associate Teacher</u></b>			
12 ECE Units	\$16.39	\$17.21	
 <b><u>Teacher's Aide</u></b>			
0-5 Units	\$13.45	\$14.12	\$14.49
6 or more Units	\$14.78	\$15.49	\$15.86
 <b><u>After School Teacher</u></b>			
After School Teacher (less than BA)*	\$13.45	\$14.12	\$14.49
After School Teacher (BA)	\$16.14	\$16.82	\$17.23
After School Teacher Specialist (specialist or BA specific related field)	\$17.47	\$18.82	\$19.29
Chef/Teacher	\$17.47	\$18.82	\$19.29
After School Assistant Director	\$18.34	\$19.77	\$20.25
 <b><u>Other Classifications</u></b>			
Receptionist	\$13.34	\$14.05	\$14.41
Maintenance	\$13.45	\$14.48	\$14.84
Admin./Program			
Assistant	\$14.52	\$15.31	\$15.70
Class B Van Driver	\$14.52	\$15.31	\$15.70
 Youth Bus Driver	\$16.77	\$17.62	\$18.18
 Preschool Administrative Coordinator	\$17.77	\$19.15	\$19.63

### **APPENDIX A (Continued)**

Class B License Premium for	
Class B licensed After-school teachers	\$0.50 per hour
Class C licensed After-school teacher	\$0.50 per hour (if regularly designated and scheduled by the Center to drive Center children - for hours actually driving)
Youth Bus Certification Premium for	
State Youth Bus Certified After-school Teachers	\$0.65 per hour

NOTE: After-school teachers who possess both a Class B license and Youth Bus certification receive only the Youth Bus Certification premium, not the Class B premium. (See section 22.3)

\*See section 6.3

NOTE: Any of the base wage rates on the salary schedule that would fall below the legally required minimum wage will be adjusted in accordance with the second paragraph of Section 6.1 of this Agreement.

**APPENDIX "A" - WAGE SCHEDULE (Continued)**  
**Effective January 1, 2018**

**Classification:**

<b><u>Teacher</u></b>	<b><u>Entry</u></b>	<b><u>2<sup>nd</sup> Step</u></b>	<b><u>3<sup>rd</sup> Step</u></b>
12 ECE Units	\$18.08	\$19.48	\$19.97
24 ECE Units	\$20.89	\$22.26	\$22.82
 <b><u>Associate Teacher</u></b>			
12 ECE Units	\$16.96	\$17.81	
 <b><u>Teacher's Aide</u></b>			
0-5 Units	\$13.92	\$14.61	\$15.00
6 or more Units	\$15.30	\$16.03	\$16.42
 <b><u>After School Teacher</u></b>			
After School Teacher (less than BA)*	\$13.92	\$14.61	\$15.00
After School Teacher (BA)	\$16.70	\$17.41	\$17.83
After School Teacher Specialist (specialist or BA specific related field)	\$18.08	\$19.48	\$19.97
Chef/Teacher	\$18.08	\$19.48	\$19.97
After School Assistant Director	\$18.98	\$20.46	\$20.96
 <b><u>Other Classifications</u></b>			
Receptionist	\$13.81	\$14.54	\$14.91
Maintenance	\$13.92	\$14.99	\$15.36
Admin./Program Assistant	\$15.03	\$15.85	\$16.25
Class B Van Driver	\$15.03	\$15.85	\$16.25
 Youth Bus Driver	\$17.36	\$18.24	\$18.82
 Preschool Administrative Coordinator	\$18.39	\$19.82	\$20.32

**APPENDIX A (Continued)**

Class B License Premium for	
Class B licensed After-school teachers	\$0.50 per hour
Class C licensed After-school teacher	\$0.50 per hour (if regularly designated and scheduled by the Center to drive Center children - for hours actually driving)
Youth Bus Certification Premium for	
State Youth Bus Certified After-school Teachers	\$0.65 per hour

NOTE: After-school teachers who possess both a Class B license and Youth Bus certification receive only the Youth Bus Certification premium, not the Class B premium. (See section 22.3)

\*See section 6.3

NOTE: Any of the base wage rates on the salary schedule that would fall below the legally required minimum wage will be adjusted in accordance with the second paragraph of Section 6.1 of this Agreement.

**APPENDIX "A" - WAGE SCHEDULE (Continued)**  
**Effective January 1, 2019**

**Classification:**

<b><u>Teacher</u></b>	<b><u>Entry</u></b>	<b><u>2<sup>nd</sup> Step</u></b>	<b><u>3<sup>rd</sup> Step</u></b>
12 ECE Units	\$18.71	\$20.16	\$20.67
24 ECE Units	\$21.62	\$23.04	\$23.62
 <b><u>Associate Teacher</u></b>			
12 ECE Units	\$17.55	\$18.43	
 <b><u>Teacher's Aide</u></b>			
0-5 Units	\$14.41	\$15.12	\$15.53
6 or more Units	\$15.84	\$16.59	\$16.99
 <b><u>After School Teacher</u></b>			
After School Teacher (less than BA)*	\$14.41	\$15.12	\$15.53
After School Teacher (BA)	\$17.28	\$18.02	\$18.45
After School Teacher Specialist (specialist or BA specific related field)	\$18.71	\$20.16	\$20.67
Chef/Teacher	\$18.71	\$20.16	\$20.67
After School Assistant Director	\$19.64	\$21.18	\$21.69
 <b><u>Other Classifications</u></b>			
Receptionist	\$14.29	\$15.05	\$15.43
Maintenance	\$14.41	\$15.51	\$15.90
Admin./Program Assistant	\$15.56	\$16.40	\$16.82
Class B Van Driver	\$15.56	\$16.40	\$16.82
Youth Bus Driver	\$17.97	\$18.88	\$19.48
Preschool Administrative Coordinator	\$19.03	\$20.51	\$21.03





Service Employees International Union – Local 1021

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Oakland CA 94607  
MRC – 1-877-687-1021  
Fax – (510) 451-6928

Worksite Organizer \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_