

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**Local 1021, SEIU, CTW**

and

**Jewish Community Center of San Francisco**

Effective

December 21, 2023 – June 30, 2026

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## AGREEMENT

between

JEWISH COMMUNITY CENTER OF SAN FRANCISCO

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, SEIU CTW, CLC

This Agreement is entered into this 1<sup>st</sup> day of January, 2017 by and between the Jewish Community Center of San Francisco (hereinafter referred to as the "Employer") and Service Employees International Union, Local 1021, SEIU, CTW, CLC (hereinafter referred to as the "Union").

### PREAMBLE

The program philosophy of the Jewish Community Center of San Francisco 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, CETA 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.

The Employer shall supply the Union, on a monthly basis, the name, classification, salary and date of hire of any newly hired employees and the names of any employees terminated, on leave of absence, retired or deceased during the previous month and who are covered by this Agreement.

The Employer shall furnish the Union, monthly, a list which includes the name, date of birth, work location, salary, phone number, job classification, personal email address (if available), seniority date, scheduled hours per week, and mailing address for each employee covered by this Agreement.

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 Union shall provide the employee with a copy of this Agreement and any letters of understanding pertinent thereto. The Employer will also provide the employee with an explanation and copies of all employee benefits, including medical insurance plans, dental plans, and any other insurance or pension plans. The employee shall also receive a copy of the Agency's personnel policies as well as a copy of his/her classification 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. In addition and on a monthly basis, the Union Representative may request time to make a presentation not to exceed thirty (30) minutes to those new 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 handicap. 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 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 of the Union shall report to the Human Resources Director before proceeding to the facility. The union representative shall not interfere with the normal conduct of work.

### 5.2 Stewards

The Union shall appoint at least one steward. 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 given reasonable time off with pay to meet with management representatives to process and attempt to resolve grievances.

### 5.3 Bulletin Boards

The Employer shall provide bulletin board space for Union use at the Employer's California Street, Brotherhood Way and Rosenberg sites.

## Section 6. Definition of Teaching Classifications

Throughout this agreement, "Teaching Classifications" shall be understood to include the classifications of Assistant Teacher, Associate Teacher, Teacher, Lead Teacher, and Specialist Teacher.

## Section 7. Salaries

### 7.1 Starting Salary Range

The starting salary ranges are contained in Appendix A which is attached hereto.

### 7.2 Movement Through Starting Salary Range

Employees who are below the top of the starting salary range shall be moved to the maximum of their classification starting salary range on the anniversary date of their first year of employment.

### 7.3 Cost of Living Adjustments

All employees shall receive the following Cost of Living Adjustments. Beginning in 2024, cost of living adjustments shall occur for all employees on the first pay period starting after July 1 of each year of the contract.



<u>Effective Date</u>	<u>Increases for all Employees</u>
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7/1/2023	3%
1/1/2024	2%
7/1/2024	3.75%
7/1/2025	3.75%

#### 7.4 Education Attainment For Teachers

All employees hired into the ECE Teacher classifications who possess a BA or MA Degree will be hired at the top step of the salary range for that classification. All employees in the Teacher classification who do not possess a BA or MA Degree but who obtain said degree in the fields of early childhood education or child development will receive a 2% salary increase in addition to the salary increases specified in Sections 7.2, 7.3, and 7.5 on the first pay period following submission of proof of degree to the Early Childhood Education of the Jewish Community Center of San Francisco.

It is understood that the Degrees referred to in this Section 7.4 must have been obtained from an accredited institution.

#### 7.5 Longevity

Employees reaching the 5<sup>th</sup>, or 10<sup>th</sup> anniversary of hire or rehire\* into a position covered by this agreement shall be paid an additional one (1.00%) percent of annual salary as a single lump sum. This amount will be paid by July 31<sup>st</sup> of each year, and will be calculated based on total earnings during the previous fiscal year (July- June). Employees reaching the 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup> or 35<sup>th</sup> anniversary or hire or rehire into a position covered by this agreement shall receive a one (1%) percent increase to their base rate. This increase will occur in the first period after July 1 following the work anniversary.

\*There will be an exception provided to employees who were laid off and subsequently rehired after losing seniority from March 2020 through March 2023. This exception is made in consideration of the pandemic that paused the Employer's normal business operations during that time.

#### 7.6 Differential Pay for Teaching Classifications

1. Teachers promoted to the Lead Teacher classification shall receive ten percent (10%) above their pay as teachers.
2. When an employee in the classification of Assistant Teacher is assigned by the Preschool Site Director to take on significant teacher responsibilities in the absence of a Teacher, the employee will be compensated at the bottom step of the starting salary range for Teacher or receive an additional 5%

whichever is greater. In order to qualify for this assignment and to receive this differential pay, the employee must have at least 12 ECE units.

## Section 8. Probation

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

For all employees, there shall be a probation period of six (6) months which may be extended for valid reasons for a period not to exceed three (3) months.

For all teaching classifications, 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 school year, whichever is the longer period of time.

When it is the Employer's intention not to continue the employment of an employee in a teaching classification who has not completed his/her probation period or any extension thereof at the end of the school year, the Employer shall give the employee written notice by the end of that school year of his/her termination of employment.

An employee who is promoted will serve the probationary period specified above for the promotional classification. 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, such as a promotion from Assistant Teacher to Teacher as opposed to the instance where an employee in the classification of Professional I had been assigned sufficient additional duties to merit a reclassification of his/her position to Professional II. In this latter instance, the employee will not be required to serve a new probationary period.

Employees and the Field Representative for SEIU Local 1021 must be notified in writing of the extension of probation and the reasons therefore prior to the completion of the normal probation period. Upon receipt of the notification, the employee may request a meeting with his/her supervisor and a representative of the JCCSF. At the meeting, the employer will review the reasons for the extension of probation. The employee shall have the right to Union representation at this meeting. This meeting does not change the employer's right to extend probation or to terminate employment during the probation period or any extension thereof. An employee terminated during the probation period (including any extension thereof) shall not have the right to appeal his/her case to the grievance procedure set forth in this Agreement or to any other appeal procedure utilized by the Employer.

## Section 9. 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 in writing and a copy of the notice will be sent at the same time to the Union. The letter 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 which 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 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 specified in Section 24 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.

## Section 10. Job Vacancies

All bargaining unit positions, all regularly scheduled non-bargaining unit positions of less than 20 hours per week, and all other positions at the discretion of management will be posted via appropriate JCCSF technology resources 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 hiring manager and shall not be subject to the grievance procedure. All job postings shall contain all the required qualifications for the position.

## Section 11. Hours of Work and Overtime

### 11.1 Hours of Work

The normal workweek is forty (40) hours for all full-time employees, between the hours of 12:01 A.M. Monday to 12:00 Midnight Sunday.

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.

### 11.2 Overtime

Overtime pay shall be provided as necessary to all non-exempt employees in accordance with State overtime regulations, which at the time of this contract provide for:

1. One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday.
2. Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.
3. One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) straight-time hours in one workweek.

The Employer reserves the right to change overtime pay provisions in compliance with any changes in State overtime regulations during the life of this contract.

### 11.3 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.

### 11.4 Meal Allowance

Employees who are required to work a three (3) session day shall be reimbursed Four Dollars (\$4.00) for lunch or Seven Dollars and Fifty Cents (\$7.50) 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 12. Holidays

The Employer recognizes the following national holidays:

1. New Year's Eve (hours scheduled after 6 pm) and New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day

When the above holidays fall on a day on which the employee is not scheduled to work, the employee will receive floating holiday hours in lieu of the day off. Usage of floating holiday hours must be scheduled in advance and mutually agreed to by the employee and the immediate supervisor.

The Employer recognizes the following religious holidays:

1. Rosh Hashana - First and Second Days
2. Yom Kippur - One Day
3. Sukkot - First Day
4. Passover - First Day
5. Shavuot - First Day

The Employer may close all or part of its operation on the eve of religious holidays in addition to holiday closures on the day of the holiday. For the eves of the above Jewish holidays, the following practice applies for hours past 6 pm, regardless of whether the JCCSF is open or closed to the public. Employees whose work schedule is reduced on the eve of these holidays will receive holiday pay for such time that they would normally have worked. Employees who work past 6pm on the eve of the aforementioned religious holidays will be paid one and one-half (1.5) times the employee's straight time rate.

The Employer may close all or part of its operation on holidays (e.g., Christmas) not recognized as paid holidays in this Section. In such cases, 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, floating holiday hours 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 (1-1/2) times their straight-time rate for hours worked on the holiday and in addition shall receive holiday pay as specified above.

Employees in departments which are not scheduled to operate on the day after Thanksgiving may utilize accrued vacation time on that day or take the day off as an unpaid day off. Employees in departments which are not scheduled to operate on the day after Thanksgiving may request the opportunity to work on that day, but the Employer shall not be obligated to provide work on that day.

#### 12.1 Floating Holiday

In recognition of employees' needs for flexibility in celebrating holidays of personal and/or religious significance, all benefited employees shall be granted one (1) floating holiday at the start of the fiscal year, which may be used in order to take a day off with pay on the holiday or other day of their choice. This is in addition to the holidays already specified in Section 12. The use of floating holidays must be scheduled in advance with the approval of the employee's supervisor.

To be eligible for this floating holiday, employees must be actively employed as of July 1<sup>st</sup> of each year. Newly hired employees will also be eligible for the floating holiday if their date of hire is on or before September 30<sup>th</sup> of the fiscal year that they are hired.

## Section 13. Leaves of Absence, Sick Leave, Funeral Leave

### 13.1 Sick Leave

Sick leave refers to the illness of the worker who is incapacitated for the work period. Paid sick leave will be accrued at the rate of thirteen (13) workdays per year (1.08 days per month) accruable up to three months (66 workdays). After the employee has used three (3) or more days within a ten (10) day period, the Employer may require a certification by a licensed medical provider. These daily limits will not restrict the Employer from investigating an employee (including requiring medical certification), should the Employer have reason to believe that the employee is inappropriately utilizing sick leave such as a pattern of call-outs. During the first three (3) months of employment, the Employer shall advance up to three (3) paid sick days provided that should the employee's employment terminate prior to having actually earned said three (3) days, the Employer may deduct the outstanding advance from the employee's final pay check.

It is the responsibility of the employee to provide advance notice to the Employer when absent from work, using the notification system established by the employee's direct supervisor. Except for emergencies, such notice should be given at least ninety (90) minutes prior to the start of the employee's scheduled starting time, but not later than 10:00 am on the workday so affected. For shifts beginning 7:00 am or earlier, notification must be given prior to 10 pm the night before. 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.

Employees may utilize paid sick leave to attend to the illness of an immediate family member (i.e. mother, father, mother-in-law, father-in-law, child, grandchild, grandparent, sibling, spouse, domestic partner, and other qualifying individuals in accordance with the San Francisco Paid Sick Leave Ordinance).

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 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) or may elect to receive only the State Disability Insurance (SDI) benefits to which he/she is entitled or the employee may elect to 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.

During periods of disability during which an employee is receiving sick leave pay he/she shall continue to accrue seniority, vacation leave, paid sick leave eligibility, health and welfare benefits and pension benefits.

In the event the employee is also receiving State Disability Insurance benefits during said period of disability, then the employee shall accrue vacation leave, paid sick leave eligibility and pension benefits on a pro rata basis directly proportional to the ratio of sick leave pay received to State Disability Insurance (SDI) benefits received; i.e., if an employee receives sick leave pay equal to fifty percent (50%) of his/her sick leave benefit payable and State Disability Insurance (SDI) benefits equal to the remaining fifty percent (50%) of his/her sick leave benefit payable, then he/she shall accrue vacation leave, paid sick leave and pension benefits equal to fifty percent (50%) of the benefits accrued to which he/she would have otherwise been entitled. Employees shall receive full seniority accrual and health and welfare benefits during any period for which he/she is receiving full or partial sick leave pay.

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 include pregnancy disability leave pursuant to applicable State and Federal law. The CEO or COO 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 CEO or COO 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 his/her rights to reemployment shall be in accordance with Section 17. Layoff, Hours Reduction and Recall. 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.

### 13.2 Parental Leave

Employees desiring maternity leave at the expiration of their pregnancy disability leave period shall request same from the Employer in writing at least ten (10) days before the expiration of their disability leave. Fathers desiring paternity leave shall request same from the Employer in writing at least ten (10) days prior to the commencement of their paternity leave. Employees who have been on the job at least one (1) year shall thereafter be entitled to four (4) months of maternity or paternity leave without pay or benefits by following the procedure outlined above. Extension of maternity or paternity leave may be granted at the discretion of the CEO or COO. The Employer may require proof of adoption, pregnancy and/or birth of a child to the employee requesting maternity or paternity leave as provided in this Section. Where entitlements under the respective State and Federal Laws concerning family leave exceed the provisions specified in this Section 13.2, the provisions of said State and Federal Laws shall prevail.

### 13.3 Funeral or Bereavement Time Off

Employees may take up to five (5) consecutive work days off with pay in the event of the death of the employee's spouse, domestic partner, child, parent, legal guardian, sibling, grandparent, grandchild or mother-, father-, sister-, brother-, son-, or daughter-in-law. Paid bereavement time may be granted in the event of the death of other family members, upon the request of the employee and at the discretion of the Human Resources Director, CEO, or COO.

#### 13.4 Leaves of Absence

Sabbatical leaves may be granted to staff for study subject to the approval of the Board of Directors. 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 CEO.

Leaves of absence, not to exceed one (1) year, without pay or benefits, may be granted by the CEO. 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 CEO and/or the Board of Directors with regard to the leaves specified in Sections 13.3 and 13.4 and the extension of the leaves specified in Sections 13.1 and 13.2 are not subject to the grievance procedure.

#### 13.5 Catastrophic Leave

The parties agree to meet for the purpose of developing and implementing a new Catastrophic Leave Program by mutual agreement by September 1, 2017.

#### 13.6 Use of Vacation Time for Unscheduled Personal Business

Employees may utilize up to two (2) days of paid vacation time per year for unscheduled personal business. To use this time, employees are required to call in at least ninety (90) minutes prior to the start of their scheduled shift. Employees will not be paid under this provision for days that had previously been requested as days off and denied, or days off immediately preceding or following a paid holiday or scheduled vacation.

#### 13.7 Annual Sick Leave Pay-Out Option

Employees whose accrued sick leave balance is greater than thirteen (13) days and who use less than six and one-half (6.5) sick days during the twelve (12) month period ending June 30<sup>th</sup> of each year may choose to receive pay in lieu of four (4) days of accrued sick leave. Payment will be made on the pay date corresponding to the 2<sup>nd</sup> full pay period of the fiscal year. In order to be eligible, employees must still be employed by the JCCSF as of June 30<sup>th</sup>. However, academic-year employees who resign their positions with the JCCSF at the close of the academic year will also be eligible for this option, provided their accrued sick leave balances meet the requirements stated above.



## Section 14. Vacation

Employees in teaching classifications shall be entitled to 22 days vacation for each year of employment accrued at the rate of 6.77 hours per pay period (for a 40-hour workweek, prorated based on actual scheduled hours). These employees will have the option to use vacation hours during scheduled school closure days. In the event a new hire (defined as an employee with less than six months employment) is not able to accrue enough vacation hours before a scheduled school closure and at employee's request, the Employer will offer an advance of enough vacation hours to cover the school closure. Should the employee's employment terminate prior to having actually earned said advanced vacation days, the Employer may deduct the outstanding advance from the employee's final pay check.

Employees in teaching classifications at the Diller and Brotherhood Way preschool sites who have not accrued enough vacation time to cover the closure days between the regular school year and summer programs will be eligible for work assignments at their usual rate of pay. Employees should notify the ECE Senior Site Director at least sixty (60) days prior to the school closure to request work assignments.

Employees at the Diller and Brotherhood Way preschool sites will begin accruing vacation as of the 2023-2024 school year.

All other 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.

<u>Years of Service</u>	<u>Vacation Accrued</u>	<u>Accrual per workhour</u>
<u>Start of employment</u>	<u>10 days per year</u>	<u>0.0385 hour per work hour</u>
<u>Beginning with 3rd anniversary</u>	<u>15 days per year</u>	<u>0.0575 hour per work hour</u>
<u>Beginning with 5th anniversary</u>	<u>20 day per year</u>	<u>0.0769 hour per work hour</u>

Employees may view their current balances on their biweekly pay stubs and in the HR/payroll system. Accumulated vacation leave shall not exceed forty-four (44) days.

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 vacation

time by the employee must be mutually agreed to by the employee and the immediate supervisor.

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

### Section 15. School-Year Employees

The following provisions apply to employees employed on a school-year (9.5 month) basis:

- 15.1 School-year employees will be required to confirm in writing their commitment to returning to their regular employment in the fall, prior to the end of each school year.
- 15.2 School-year employees who have committed to returning in the fall continue to receive full health and welfare benefits during the school recess months. However, if an employee commits to returning in the fall and then fails to do so, the employee may be required to reimburse the JCCSF for any health and dental insurance expenditures made on his/her behalf during the school recess months.
- 15.3 School-year employees who wish to work for part of the summer on a scheduled or as-needed basis may do so, provided work hours are available. Priority will be given to employees in year round status before school-year employees are scheduled.
- 15.4 Employees hired on a school-year (9.5 month) basis are eligible to change to full-year status upon request. Once reclassified as full-year employees, a return to school-year status will not be available.

### Section 16. 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 17. Layoff, Hours Reduction and Recall

When layoffs are to occur, 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; provided, however, that for jobs that are considered by the CEO or his/her designate to be unrelated, the employee replacing a less senior employee will be required to have successfully performed the available job for the Employer within the past two years. Seniority will be based on the most recent date of hire into a bargaining unit position with the Jewish Community Center of San Francisco or with the United Jewish Community Centers.

## 17.1 Layoff

Layoff is a separation of an employee from service of the Center because of lack of work, lack of funds, or reorganization. In the event of a layoff, the Center will give at least two (2) weeks' advance written notice to the employee. A copy of each written notification shall be provided to the Union. This advanced notice requirement shall not apply to probationary employees, temporary employees, or in emergency situations.

The parties agree that employees in teaching classifications are employed on an annual basis even though no work may be required of them during the summer vacation period and even though they receive their salary during the normal school term each year. Accordingly, they are not laid off at the end of the normal school year and the above requirements for a written notice of layoff do not apply in such instances. In the event the employee's services will not be required at the commencement of the next school term, the requirement for notification of layoff provided above shall apply.

When layoffs occur, temporary employees in a 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. When layoffs occur, employees who have completed the probationary period shall have priority for remaining hours of work in a classification over employees working in temporary, less than twenty-hour-per-week, or probationary status, however, the Center shall retain the right to determine the number of employees required and the number of hours assigned to each employee.

Layoffs shall be by job classification in inverse order of employment. An employee subject to layoff in a classification to which the employee has been promoted to from a lower classification shall be offered a position in a classification from which he/she was promoted within the two years prior to the layoff date. Additionally, employees subject to layoff shall be offered other open positions within the center that they are qualified to perform by virtue of prior experience or training. The pay rate for an employee subject to layoff who transfers to a position in another classification shall be adjusted to the pay rate that applies to the employee's new classification.

## 17.2 Severance

In the event that it is determined that layoffs are necessary the following severance shall be paid:

Employees with more than 1 (one) year but less than 3 (three) years of service shall receive 10 (ten) days of severance pay.

Employees with between 3 (three) and 5 (five) years of service shall receive 15 (fifteen) days of severance pay.

Employees with 5 or more years of service shall receive 20 (twenty) days of severance pay.

All hours of severance pay shall be paid at the employee's hourly rate of pay as of the final day of employment.

In order to qualify for severance payment, an employee must sign a severance agreement including a release of all claims.

### 17.3 Recall

The names of employees laid off shall be placed on a recall list by classification in inverse order of layoff. The laid-off employee shall remain on the recall list for a period of one (1) year after the effective date of the layoff. When a vacancy occurs, the employer shall determine whether there are any employees on the recall list for the classification of the vacant position, and shall offer the open position to individuals on the recall list for the classification in order prior to considering any individuals on the recall list for other classifications or other applicants. When a vacancy occurs, the employer shall determine whether any employee on the recall list for any classification other than the classification of the open position is qualified for the open position 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 and shall offer the open position to such employee. Employees accepting appointment in a lower classification or with less hours shall retain their position on the recall list in the event of a vacancy in their former classification or the availability of additional hours in their classification. Employees appointed from the recall list to an open position in the classification which applied to their position prior to layoff shall be restored all rights and benefits accrued prior to being laid off such as sick leave, salary step held, vacation accrual rate, and credit for years of service. Employees appointed from the recall list to a classification other than the classification from which they were laid off shall be assigned to a salary step in the starting range for the employee's new classification and must successfully complete a probationary period in the new classification. Such employees shall be restored sick leave accrual and credit for years of service. A recalled employee who fails to successfully complete a probationary period for a position in a classification other than the classification of the position from which the employee was laid off shall have the right to be restored to the recall list, but this right shall not apply in cases of just cause dismissal due to misconduct.

Employees who receive notice of recall 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 CEO or designate, will result in the employee being removed from the seniority list and having no further rights to recall.

The Union, upon request, shall have access to seniority lists, reemployment lists and vacancy lists.

#### 17.4 Reduction in Hours

If a reduction in hours is required, the Employer shall adhere to the principle of seniority as defined above, provided the employees whose hours have not been reduced have the requisite qualifications to perform the available work. The Employer shall provide each employee whose hours are to be reduced with a written notification of such hours reductions two (2) weeks prior to the effective date of the reduction. A copy of each written notice shall be provided to the Union. This advanced notice requirement shall not apply to probationary employees or in emergency situations.

#### Section 18. Union Management Committee

The Union and the Employer agree to continue the 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.
- (2) To provide a vehicle to explore concerns regarding programs, operations, funding, physical plant, etc.

The Committee shall be composed of up to five (5) representatives of the Union and up to five (5) representatives of the Employer. The Committee shall meet quarterly or more frequently by mutual agreement. Employees attending such meetings 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. 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. Written evaluations should be given annually. 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 20. Life Insurance, Medical and Hospital Insurance

### 20.1 Medical and Hospital Insurance

The Employer provides group medical and hospitalization insurance benefits through Kaiser, and may offer additional non-Kaiser plans if available.

The JCCSF will calculate the premium cost share for all Kaiser plans based on the Kaiser 20 HMO plan premiums (up to the maximum addressed below), as follows:

<u>Employee only:</u>	<u>JCCSF pays 90%; employee pays 10%</u>
<u>Employee +1:</u>	<u>JCCSF pays 65%; employee pays 35%</u>
<u>Employee +2:</u>	<u>JCCSF pays 50%; employee pays 50%</u>

The employer-paid dollar amount based on the above will be applied to the other Kaiser plans offered by the JCCSF.

### 20.2 Waiver of Medical Coverage

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 Section 20.1, 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 One Hundred Dollars (\$100.00) 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.

In order to be eligible to receive these payments, employees must also waive their rights under the San Francisco Health Care Spending Ordinance (HCSO) by signing the HCSO voluntary waiver form.

### 20.3 Life Insurance

All employees who work twenty (20) plus hours per week receive at no charge to the employee a life and accident insurance policy. The amount of the insurance coverage depends upon the salary of the employee, and is equal to two (2) times the employee's salary.

### 20.4 Workers' Compensation

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

20.5 Salary Continuation

All staff who work twenty (20) or more hours per week 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.

20.6 IRS 125 Plan

The Employer offers an IRS 125 Plan for eligible employees.

20.7 Affordable Care Act

In the event that during the term of this Agreement, any healthcare option or coverage offered by the Employer under this Agreement becomes insufficient or deficient pursuant to any federal, state or local health care legislation or any other regulation then in effect requiring a modification of the options or coverage, the Employer shall have the option to do any of the following: 1) correct any insufficiency or deficiency without impacting the contribution levels of employees; 2) cease non-complying coverage options; 3) elect to pay any legislated or regulated penalties in lieu of adopting compliant coverage options, and/or 4) reopen this Agreement for bargaining (not limited as to any mandatory subject of bargaining). In the event the Employer reopens this Agreement, it must do so with an effective date for the re-opener at least 60 but no more than 90 days prior to the effective date of the event giving rise to the re opener.

Section 21. Dental Insurance

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

Usual, Customary and Reasonable Fee Concept  
Co-Payment - Basic: 80/20  
Prosthodontics: 50/50 - 12 Month Wait  
\$25.00 Annual Deductible  
\$1,200.00 Maximum per patient, per calendar year

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.

Section 22. Retirement

Eligible employees shall be covered by the JCCSF 403(b) Plan. Should during the term of this Agreement the Employer decide to change the benefits of said plan, it will fulfill its legal obligations to meet with the Union and negotiate such changes.

### Section 23. 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 Director of Security and Safety..

### Section 24. 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 CEO, COO or designate 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 and/or the Union Representative shall submit the grievance in writing to the 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 resolution desired. 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 Section 9. Discipline, Discharge, Suspension or Demotion and if not filed within the thirty (30) calendar days, the right of appeal shall be lost. The Human Resources Director shall have ten (10) workdays in which to investigate the merits of the complaint and schedule a meeting with the employee and Union Representative or other appropriate follow-up steps in an attempt to resolve the grievance.

#### Step 3

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 Arbitration Decisions

(1) Decisions of 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 arbitrable 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. No 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 25. 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 26. Temporary Employees

The Center has the right to hire a temporary employee to fill a position for a period not to exceed three (3) months, except that in the case of a temporary employee replacing an employee on leave of absence, parental leave, worker's compensation leave, or disability leave, the temporary employee may work throughout the duration of the leave. The Center may extend the three (3) month period for up to one additional month for valid reasons. The Center shall notify the Union in writing of such extension and the reasons for it.

Temporary employees as defined above are not eligible for any fringe benefits, including but not limited to holiday pay, vacations, sick leave, funeral leave, catastrophic leave, or the health and dental programs.

When a temporary employee is hired as a regular employee into the position that the employee was filling on a temporary basis, the employee's original hire date into the temporary position will be used for purposes of seniority and determining eligibility for benefits. The employee's hire date as a regular employee shall be used for all other purposes.

### Section 27. Childcare Discount

Employees in the bargaining unit who enroll their children in child care programs at the JCCSF will be entitled to a 50% discount in the cost of such services. Employees must complete the normal applicant process and may also be eligible for financial aid in conjunction with this benefit.

### Section 28. Health Club Membership Discount

The JCCSF will provide a minimum discount of 50% off basic membership rates in the health club in the new JCCSF facility for bargaining unit employees.

### Section 29. Tuition Reimbursement

The Employer will provide partial tuition reimbursement for employees in teaching classifications who elect to take continuing education courses subject to the following requirements and provisions: (1) Only employees in these classifications who have completed one academic year of employment prior to the commencement of the continuing education course will be eligible for tuition reimbursement; (2) Courses must be directly related to their field of employment and must be offered at an accredited or otherwise generally recognized school or college; (3) Courses must be approved in advance by the Executive Director; (4) Enrollment in a course must not interfere with the employee's regular work schedule; (5) Employees will not be compensated for time spent in continuing education courses; (6) The employee must satisfactorily complete the course of instruction (grade B or better) in order to receive reimbursement; (7) Tuition reimbursement will be limited to 50% of the actual tuition fees and materials needed for up to two courses per year; (8) The total amount of tuition reimbursement per employee will be limited to \$300 per year (July to June).

### Section 30. ECE Permits

The goal of the JCCSF Early Childhood Education team is for 100% of Teachers to obtain and maintain early childhood teacher permits through the State of California. In order to meet this goal:

1. Newly hired Teachers must either already possess the teacher permit or must obtain within the first 12 months of employment.
2. In order to pass the probationary period, the permit is required. For employees still in the process of obtaining the permit, probation will be extended as per section 8 of the CBA.
3. The JCCSF will cover all permit application and renewal fees.
4. New and currently employed Teachers will be reimbursed for up to 12 credits based on City College credit cost levels, in order to finish any credits needed to qualify for permits. Reimbursement will be provided upon obtaining the permit. To qualify, courses must be completed with a grade of B or better. Transcripts confirming completion and grade must be provided.

### Section 31. Jury Duty

An employee who is summoned for jury duty will be granted time off as required and will be paid his/her normal daily salary while on jury duty for up to a maximum of ten days per year.

Section 32. 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 33. Term of Agreement

This Agreement shall be effective upon union ratification 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 June 30, 2026 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of July 2026 or to the first day of July 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. This does not preclude the parties from starting the negotiating process earlier than sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_day of \_\_\_\_\_, 2024.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1021, SEIU, CTW, CLC

DocuSigned by:  
By David Canham  
35467423305A4D2...  
David Canham Executive Director

DocuSigned by:  
By Oumar Fall  
EE9A40A8C9DA4D4...  
Oumar Fall Director of SF Region

DocuSigned by:  
By Cade Crowell  
56E85A716BAF46C...  
Cade Crowell Field Representative

JEWISH COMMUNITY CENTER  
OF SAN FRANCISCO

DocuSigned by:  
By Mark Breimhorst  
E997C8C540694CB...  
Mark Breimhorst Chief Financial Officer

## APPENDIX A

	Rates +3% 7/2023	
Classification	Starting Range	
	(Hourly)	
Lead Teacher	28.56	29.99
Teacher	26.31	27.63
Associate Teacher	21.37	22.12
Assistant Teacher	19.88	20.88
Specialist Teacher	28.19	30.44
Accounting Clerk	22.67	23.37
Accounting Assistant	24.38	25.22
Sr. Accounting Assistant	27.52	28.56
Admin I	20.61	21.29
Admin II	22.67	23.37
Admin III	24.37	25.20
Admin IV	27.52	28.56
Admin V	30.77	32.11
Mailroom Clerk	22.93	23.65
Maintenance Assistant	24.99	25.79
Professional I	24.62	25.52
Professional II	27.52	28.56
Professional III	30.77	32.11
Coach 1	21.59	22.36
Coach 2	23.39	24.20
Lifeguard	19.79	20.48
Swim Instructor	21.59	22.36
Aquatics Professional	21.59	22.36
Assistant Maint Tech	20.89	21.52
Maintenance Technician	26.80	27.63

	Rates +2% 1/2024	
Classification	Starting Range	
	(Hourly)	
Lead Teacher	29.13	30.59
Teacher	26.84	28.18
Associate Teacher	21.79	22.56
Assistant Teacher	20.28	21.30
Specialist Teacher	28.76	31.05
Accounting Clerk	23.12	23.84
Accounting Assistant	24.87	25.73
Sr. Accounting Assistant	28.07	29.13
Admin I	21.03	21.71
Admin II	23.12	23.84
Admin III	24.86	25.71
Admin IV	28.07	29.13
Admin V	31.38	32.75
Mailroom Clerk	23.39	24.12
Maintenance Assistant	25.49	26.30
Professional I	25.11	26.03
Professional II	28.07	29.13
Professional III	31.38	32.75
Coach 1	22.02	22.80
Coach 2	23.86	24.68
Lifeguard	20.19	20.89
Swim Instructor	22.02	22.80
Aquatics Professional	22.02	22.80
Assistant Maint Tech	21.31	21.95
Maintenance Technician	27.33	28.18

	Rates +3.75% 7/2024	
Classification	Starting Range	
	(Hourly)	
Lead Teacher	30.23	31.74
Teacher	27.85	29.24
Associate Teacher	22.61	23.41
Assistant Teacher	21.04	22.10
Specialist Teacher	29.83	32.21
Accounting Clerk	23.99	24.73
Accounting Assistant	25.80	26.69
Sr. Accounting Assistant	29.12	30.23
Admin I	21.81	22.53
Admin II	23.99	24.73
Admin III	25.79	26.67
Admin IV	29.12	30.23
Admin V	32.56	33.98
Mailroom Clerk	24.27	25.03
Maintenance Assistant	26.44	27.29
Professional I	26.05	27.00
Professional II	29.12	30.23
Professional III	32.56	33.98
Coach 1	22.85	23.66
Coach 2	24.75	25.61
Lifeguard	20.95	21.67
Swim Instructor	22.85	23.66
Aquatics Professional	22.85	23.66
Assistant Maint Tech	22.11	22.78
Maintenance Technician	28.36	29.24

	Rates +3.75% 7/2025	
Classification	Starting Range	
	(Hourly)	
Lead Teacher	31.36	32.93
Teacher	28.89	30.34
Associate Teacher	23.46	24.29
Assistant Teacher	21.83	22.93
Specialist Teacher	30.95	33.42
Accounting Clerk	24.89	25.66
Accounting Assistant	26.77	27.69
Sr. Accounting Assistant	30.21	31.36
Admin I	22.63	23.37
Admin II	24.89	25.66
Admin III	26.76	27.67
Admin IV	30.21	31.36
Admin V	33.78	35.25
Mailroom Clerk	25.18	25.97
Maintenance Assistant	27.43	28.31
Professional I	27.03	28.02
Professional II	30.21	31.36
Professional III	33.78	35.25
Coach 1	23.71	24.55
Coach 2	25.68	26.57
Lifeguard	21.73	22.48
Swim Instructor	23.71	24.55
Aquatics Professional	23.71	24.55
Assistant Maint Tech	22.94	23.63
Maintenance Technician	29.42	30.34