

Collective Bargaining Agreement

Between

AFSCME Local 800



AFSCME Local 800: Jewish Communal and Social Agency Employees

And

**Silverlake Independent Jewish
Community Center**



September 1, 2024 – August 31, 2027

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ARTICLE 1 – UNION/MANAGEMENT PROVISIONS

This Agreement, effective September 1, 2021, is between the Silverlake Independent Jewish Community Center (hereinafter referred to as the “Employer” or “SIJCC”), and The Jewish Communal and Social Agency Employees, Local 800, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the “Union”).

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Fully Qualified Teachers, Teachers and Aides in SIJCC’s Preschool who are engaged to work in excess of eighteen (18) hours per week, except the Senior Director, Child Development Center or other supervisors. No provision of this Agreement shall be unilaterally changed by either party.

ARTICLE 3 – UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement retain membership in the Union for the duration of this Agreement. Good standing shall be defined as timely payment of regular dues, initiation fees or other payments uniformly applied to all members.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) calendar day following the beginning of such employment, either join the Union and remain members of said Union for the duration of said Agreement, or pay a service fee to the Union.

The Employer shall discharge an employee at the expiration of sixty (60) calendar days following receipt of written notice from the Union that the Employee has failed to complete or maintain membership in good standing in the Union, or has failed to authorize a service fee payroll deduction to the union, unless the employee has corrected the deficiency and the employer is so notified within the sixty (60) days.

A. Indemnification Clause

The Union agrees to defend, indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the Employer’s compliance with the provisions of this Article.

B. Union Dues Checkoff

Regular Union dues and initiation fees (but not fines or assessments of any kind) shall be deducted monthly by the Employer and remitted to the Union upon written authorization of any employee covered by this Agreement.

ARTICLE 4 – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, religious creed, religious observance, ethnicity, color, gender, sex, sexual orientation, gender identity, gender expression, genetic information or predisposition, military service, military and veteran status, pregnancy, child birth and related medical conditions, marital and family status, national origin, ancestry, age, medical conditions as defined by state or federal law, or disability, or any other basis prohibited by law.

ARTICLE 5 – MUTUAL OBLIGATIONS

A. Employer Rules

All members of the Union shall perform the work to which they may be assigned conscientiously and with due regard to the interest of the Employer.

B. Management Rights

The right to hire, promote, to maintain discipline and efficiency, to assign personnel, specify or assign work requirements and overtime are the sole responsibility of the Employer, subject to the provisions of this Agreement. The Employer shall have the right to discharge or discipline, subject to the provisions of the Agreement. Work processes, methods, routing and scheduling of work are the Employer's prerogative exclusively and the Union and its members agree that they will cooperate therewith.

There shall be no limitation on the Employer's right to transfer employees in the same position for the purpose of achieving efficiency, whether related to layoffs or regular employment. Nothing contained in this provision limits the union's right to confer and/or bargain with the Employer regarding changes to terms and conditions of employment during the term of this Agreement.

C. No Strikes

The parties to this Agreement intend to provide a stabilized relationship and to insure uninterrupted operations during the life of this Agreement. For that reason, it is agreed that during the term of this Agreement, there shall be no strikes, lockouts, slow downs, work stoppage, or other forms of job action by either party to this Agreement or by any of the employees covered by this Agreement.

In the event of a violation of this No Strike provision by bargaining unit employees, the Union agrees to use its best efforts to induce employees engaged in any such job action in violation of this Article to return to work and/or immediately cease such conduct.

ARTICLE 6 – SHOP STEWARDS AND OTHER UNION MATTERS

A. Shop Stewards

The Union shall designate to the Employer up to three (3) Shop Stewards. The Employer shall give due consideration to the Shop Stewards in the carrying out of their duties.

The Shop Stewards will conduct union business outside of work hours with two exceptions:

- 1) If they are called into a meeting with management, and
- 2) Brief conversations with union members.

There shall be no disruption or interference with the work function of the Employer and Stewards will never leave a child unattended nor a classroom with fewer than the number of staff required by the Employer's licensure, nor will a Steward cause another employee to leave a child unattended or a classroom with fewer than the number of staff required.

B. Union Representation

An employee may be represented by the Union at any step of the grievance procedure, and at any meeting or interview with the Employer at which the employee has reasonable cause to believe disciplinary action may result.

C. Bulletin Board

The Employer will provide a bulletin board to be placed at the SIJCC in a location mutually agreeable to the Employer and Union. The bulletin board shall clearly indicate that the material placed on it represents the views of the Union.

D. Charitable Contributions

All charitable contributions by employees shall be on a strictly voluntary basis.

E. Membership in Professional Organizations

No employee shall be required to join any organization except those job-related professional organizations paid for by the Employer.

ARTICLE 7 – RIGHT OF ACCESS

The regularly designated non-employee representative of the Union shall have access to the Employer's premises for the purpose of taking up Union business. Visits with the employees concerning Union business shall be only after obtaining the consent of the Employer's representatives. Union representative visits shall not interfere with an employee's duties. The Union may have access to the premises for

meetings outside of regular working time, after clearing for such meetings with such person as management shall designate.

ARTICLE 8 – POSTING OF OPENINGS

A. Bargaining Unit Openings

The Employer will post notices of vacancies, promotional opportunities and new jobs involving any position in the bargaining unit, except temporary positions of four months duration or less, with a copy emailed to the Union staff representative prior to the solicitation of any applications or the interview of any applicants for such jobs. All such notices shall be dated and shall state that the job is a Union position and shall include the salary range and whether the position is part-time or temporary. The Employer will notify any eligible employees on lay-off of such job opportunities. Recruiting from within the bargaining unit and from any other source may proceed once the Union staff representative is notified. The employer will give due consideration to an applicant's tenure and experience with Employer, but all hiring and promotion decisions rest within the sound discretion of the Employer.

In the case of transfers within the same classification or on temporary jobs of less than four months duration, no posting shall be required.

B. Non-Bargaining Unit Openings

The Employer will make a good faith effort to post non-bargaining unit jobs and will give consideration to all applications from bargaining unit personnel, as well as applications from other sources. All hiring and promotion decisions rest within the sound discretion of the Employer.

ARTICLE 9 – JOB CLASSIFICATIONS

A. Existing Classifications

The bargaining unit classifications in use as of the effective date of this Agreement are (1) Fully Qualified Teacher, (2) Teacher, and (3) Aide. All bargaining unit positions are non-exempt.

Employees are also classified as full-time or part-time. For purposes of this Agreement, "full-time" means employees regularly working thirty (30) or more hours per week. "Part-time" means employees regularly working eighteen (18) or more hours, but fewer than thirty (30) hours, per week.

B. Establishing New Classifications

Whenever the Employer intends to establish a new classification or materially change or consolidate the duties of an existing classification, the Union staff representative shall be notified in writing at least ten (10) working days prior to the proposed change.

Upon request, the Employer shall meet with the Union and discuss the wage rate for the new, changed or consolidated classification in the bargaining unit in a good faith effort to arrive at a mutual agreement. If, after then (10) calendar days, they have failed to reach an agreement on the wage rate, the Employer shall have the right to establish the wage rate applicable to the new, changed or consolidated classification. The Union shall have the right to grieve the wage rate by filing a grievance within ten (10) working days of the date the employer notifies the Union of the new wage rate. Should the Union fail to grieve the new wage rate within said ten (10) working days, it shall have been deemed to have agreed to the new wage rate. Job duties shall be assigned by the Employer.

ARTICLE 10 – NOTICE TO UNION OF EMPLOYEE STATUS

At the time a new employee is hired in a classification covered by this Agreement, the Employer shall forward to the Union staff representative written notice of the employee's name, date of hire, work schedule and job classification. With the employee's permission, the Employer will also forward to the Union office the employee's home address and home telephone number. At the time of hire, the new employee shall be given a copy of the Union contract and any additional appropriate materials supplied by the Union.

Whenever any employee covered by this Agreement is reclassified or terminated or has their status changed for any reason, the Employer shall forward to the Union staff representative written notice of the employee's new classification and new salary.

ARTICLE 11 – PROBATION

New employees shall be on probation for one calendar year from the date the employee is hired. The employment of probationary employees is terminable at will. Probationary employees during the probationary period do not have the right to file grievances regarding or arbitrate their discharge. The benefits of probationary employees are limited, as set forth in this Agreement.

ARTICLE 12 – PERSONNEL FILES

A. Inspection

There is only one official personnel file. Any employee or their certified representative with the written consent of the employee may inspect that employee's personnel file upon reasonable notice, with the exception of all references, such as material obtained from other employers and agencies at the time the employee was hired.

B. Documents Regarding Performance

An employee shall be advised of, and entitled to read, any written statement regarding their work performance or conduct if such statement is to be placed in their personnel file. Upon request, the employee will be given a copy of any such statement and shall have the right to have their written response, if any, placed in the file.

C. Employee Acknowledgement

The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed, but does not necessarily indicate agreement with its content. If the employee refuses to sign, the management representative shall note said refusal, and the copy will be filed accompanied by a signature of another management representative witnessing the employee's refusal to sign.

D. Placing Material in File

Employees seeking to place relevant material in their personnel files shall provide the material to the Senior Director, Child Development Center who shall place the material in the employees' files in a timely manner and upon request issue a receipt to the employee.

ARTICLE 13 – OUTSIDE EMPLOYMENT

Employees will notify the Employer of any outside employment that is in conflict with their employment obligations or with the role of the Employer. Additionally, employees should not accept babysitting jobs with families whose children are enrolled in the primary class they teach.

ARTICLE 14 – SENIORITY

A. Definition and Accrual

Seniority is measured from an employee's date of hire; provided, however, that for employees who were previously employed by Jewish Community Centers of Greater Los Angeles (JCCGLA) and who have been continuously employed by Employer since January 1, 2003, their seniority shall be measured from their last date of hire by JCCGLA. Part-time employees will accrue seniority on a pro-rata basis, based on the number of hours worked. For example, an employee hired January 1 who worked half-time for one year would accrue six (6) months of seniority.

Employees do not accrue seniority when they are on unpaid leave.

Employees lose their seniority when they terminate employment as a member of the bargaining unit (as defined in Article 2).

B. Application of Seniority

1. Layoffs

When there is a layoff or an involuntary reduction in hours due to lack of funds or lack of work, such layoffs shall be on the basis of seniority within the affected department and classification, with the least senior employee laid off first providing the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation.

Before any bargaining unit employee is notified of a layoff, all unrepresented employees in the same classification or who are temporary must be laid off first.

If a layoff becomes necessary, the Employer shall provide the Union with a seniority list. If feasible, the Employer shall give notice of all layoffs to the Union in writing thirty (30) days in advance thereof; or, if not feasible, as much notice as is feasible under the circumstances.

If an employee who has been notified that they will be laid off finds a new job that requires them to report for duty before the end of the notice period, the Employer may, at its discretion, permit the employee to leave their employment prior to the expiration of the notice period. If the Employer grants such permission and the employee leaves their employment before the end of the notice period, the employee will not lose their rights to severance pay, if any. For purposes of this provision, the last date worked shall be deemed the employee's termination date. Final pay, accrued vacation and severance pay, will be calculated as of that date. The Employer may, at its discretion, assist the employee in obtaining another job through time off and in any other way feasible within reason.

2. Recall

As work becomes available, at the discretion of the employer, and employees are to be recalled, those on layoff shall be recalled to work in the classification from which they were laid off on the basis of seniority. It is understood that the laid off employee should have the necessary skill and ability to perform the work available without additional training other than basic job orientation. Employees shall maintain recall rights for twelve (12) months.

3. Seniority Lists

Upon thirty (30) days' notice by the Union, the Employers shall post a seniority list at the work site. The employer shall not be required to post such lists any more frequently than once every twelve (12) months. The Union shall be provided with a copy of the list. The list shall include each employee's name, classification and hire date.

Within fourteen (14) days of posting, any employee who believes an error exists in the posted seniority list shall bring the problem to the attention of the Employer and seek correction.

4. Bargaining Obligations

When a position covered by this Agreement is eliminated for reasons of promotion, reclassification, reorganization, layoff or cutback, the Employer shall notify the Union and, upon request, the Employer will negotiate over impact on remaining employees.

ARTICLE 15 – DISCIPLINE, TERMINATION, GRIEVANCE, ARBITRATION PROCEDURES, AND SEVERANCE PAY

A. Discipline

1. General

The Employer believes in the principle of progressive discipline, except when the situation warrants immediate action, including termination.

The parties agree to use the following advisory procedures (in subsection (2) below) in addressing disciplinary or other work-related problems. The parties recognize that the level of discipline imposed will be commensurate with the seriousness of the performance or conduct being addressed. The determination as to what level of discipline is to be imposed is the sole prerogative of the employer. Nonetheless, non-probationary employees may be disciplined only for good cause.

2. Disciplinary Steps

- a) Oral Warning: The employer will speak with the employee about the deficient performance or unacceptable conduct. The Employer will document the conversation in writing and provide the employee with a copy of the documentation.
- b) Written Warning: The Employer will provide the employee with written notice of the deficient performance or unacceptable conduct.
- c) Notice of Discharge for Cause: The Employer will provide the employee with written notice that their employment is being terminated for cause.

In general, any disciplinary notice should advise the employee of (1) the nature of the problem giving rise to the discipline; (2) what the Employer expects the employee to do to resolve the

issue; (3) how much time the employee has to resolve the issue; and (4) what the consequences will be if the employee does not resolve the issue. The employee may also respond in writing.

B. Termination

Except in cases of layoff, non-probationary Employees may be terminated only for good cause. A disability that prevents an employee from performing their essential job functions with a reasonable accommodation or without accommodation shall be considered good cause for the termination of employment.

C. Grievances

1. Definition

“Grievance” shall be defined as any dispute concerning wages, hours or working conditions or their application or interpretation. However, only questions of the application or interpretation of specific provisions of this Agreement shall be subject to the arbitration provisions hereof.

2. Informal Procedure

It is the parties’ intention that serious, good faith attempts shall be made to resolve all disputes arising in connection with this Agreement on an informal basis. Informal discussions should include all individuals thought by either party as necessary or useful to the resolution of the problem, including a union representative if the employee so desires. Such discussions shall occur within ten (10) working days of the event or action which gives rise to the grievance, unless the grieving party was for any reason unaware of the event or action. The Employer encourages the use of this informal procedure rather than directly engaging parents of ECE students in complaints about other staff or management, which is not considered by the Employer to be an appropriate channel for informal discussion. Similarly, the Employer encourages the use of this informal procedure rather than directly engaging SIJCC board members in complaints about other staff or management, which it does not consider an appropriate channel for informal discussion.

3. Formal Grievance Procedure

- a. If the informal grievance procedure does not resolve a dispute, the next step in the grievance procedure is a formal grievance. Formal grievances shall be served in writing to the Senior Director, Child Development Center within five (5) calendar days after conclusion of the informal grievance procedure. In the event that the grievance is directly related to a supervisor, a formal grievance may be served in writing to the Executive Director. The Employer encourages the use of this formal procedure rather than directly engaging parents of ECE students in complaints about other staff or management, which is not considered by the Employer to be an appropriate

channel for discussion. Similarly, the Employer encourages the use of this procedure rather than directly engaging SIJCC board members in complaints about other staff or management, which it does not consider an appropriate channel for discussion.

- b. Within fourteen (14) calendar days of receipt of the grievance, the Senior Director, Child Development Center shall meet with the grievant and Chief Steward and/or union staff representative to discuss the grievance. If the grievance is not settled at that time, the Employer's designee shall provide a response to the grievance in writing within fourteen (14) calendar days.
- c. The Union may, in writing, request arbitration within fourteen (14) calendar days of receipt of the decision rendered by the employer's designee.

4. Arbitration

- a. The parties will select an arbitrator by mutual agreement or pursuant to the rules of the American Arbitration Association.
- b. The arbitrator's decision shall be final and binding. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement. The arbitrator shall issue their decision within thirty (30) calendar days after the close of arbitration or the filing of briefs, if any, whichever is later.
- c. The fees of the arbitrator and any related costs shall be borne equally by the parties.

5. General Provisions

The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. If the time limits for a grievance response are exceeded by the Employer, the grievance shall be considered denied on the last day the response could have been timely made. If the Union fails to appeal a grievance within the time limits, it shall be considered resolved on the basis of the Employer's last response.

Both parties all have access to the grievance and arbitration procedure.

D. Severance

1. Eligibility

The Employer shall provide severance pay to employees with at least two full years of service from the most recent date of hire or return from recall whose employment is involuntarily terminated by the Employer without good cause.

2. Severance Pay Schedule

For involuntary terminations, without good cause (e.g. layoffs), occurring after August 31, 2023, eligible employees shall receive severance pay at the rate of pay being received at the time of separation from employment, in accordance with the following schedule:

After two full years of employment: 2 weeks of pay

After five full years of employment: 4 weeks of pay

After ten full years of employment: 8 weeks of pay

ARTICLE 16 – HOURS AND OVERTIME

A. Overtime

All nonexempt employees who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed as follows:

- Overtime at the rate of 1-1/2 times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek.
- Overtime at the rate of 1-1/2 times the employee's regular rate of pay for the first four (4) hours worked in excess of eight (8) hours in any one workday, and for the first eight (8) hours on the seventh day of work in any one workweek.
- Overtime at the rate of double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in one workday, and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek.

Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in making overtime calculations.

B. Workweek and Workday

Unless otherwise provided, for purposes of calculating overtime, each workweek begins on Sunday and each workday begins at midnight. Hours worked vary from employee to employee. The Senior Director, Child Development Center establishes each employee's schedule. In general, employees work anywhere from 3.5 to 8 hours per day.

Employees shall be paid for all hours actually worked, including, with the pre-approval of the Senior Director, Child Development Center, time spent preparing for class and time spent cleaning up after children have left the SIJCC's Preschool center.

C. Rest Periods

Employees shall be provided a 10-minute paid rest break for each 4-hour period worked or major fraction thereof. Such break shall be provided as close to the middle of the 4-hour work period as practicable.

D. Pre-Authorization

No non-exempt employee may work overtime without the express prior written approval of the Senior Director, Child Development Center.

E. Reporting Pay

A non-exempt employee who reports to work at the Employer's request but are not put to work or furnished with less than half of their usual or scheduled day's work because of inadequate scheduling or lack of proper notice by the Employer will be paid a minimum of one-half the employee's regular scheduled shift, but in no event shall such reporting pay be less than two (2) hours' pay or more than four (4) hours' pay. Such reporting time pay shall be paid at the employee's regular rate, without regard to the number of hours actually worked. Reporting time hours are not counted as "hours worked" for overtime purposes unless work is actually performed.

F. Callback Pay

A non-exempt employee who is called back for a second work period and required to travel back to the facility in a workday and is given less than two (2) hours' work will be paid a minimum of two (2) hours' pay at the regular rate for the second work period, without regard to the number of hours actually worked. There shall be no travel back requirement if SIJCC utilizes remote learning instruction in lieu of in-person instruction. Callback hours are not counted as "hours worked" for overtime purposes unless work is actually performed.

G. No Excessive Hours

No employee covered by this agreement shall be required to work excessive hours on an ongoing basis.

H. No Waiver of Rights

No employee covered by this contract relinquishes, nor does the Union relinquish on their behalf, any rights, protections or remedies available under the applicable California wage and hour law.

I. Pay Periods

In the event the Employer changes the payroll period and/or changes the dates employees are paid, the employer shall notify all employees of such changes with at least two (2) weeks' notice.

ARTICLE 17 – EXPENSE REIMBURSEMENTS

A. Mileage

When an employee is required to use their own personal car for purposes as directed by the Employer, the Employer shall reimburse the employee for mileage at the rate established by the Internal Revenue Service at the time the employee used their own personal car. No reimbursement shall be made for commuting between an employee residence and their regular work location as defined by the Internal Revenue Code. Documentation and request for payment will be in accordance with Employer's expense reimbursement guidelines. Employees using their own vehicles in connection with their work must have adequate liability insurance as required by Sections 16430 et seq. of the California Vehicle Code, as same may be amended, and/or any successor law, and upon request furnish proof of compliance to the Employer.

B. Other Expenses

Employees shall be reimbursed for all costs they reasonably incur in the course and scope of their employment, subject to the Employer's expense reimbursement guidelines as set forth in the Employee Handbook.

C. Educational Reimbursements

Any Expense Reimbursement Guidelines of the SIJCC to the contrary notwithstanding, the Employer shall reimburse any employee for all tuition and books, within thirty (30) days of submission of receipt(s), provided that the course(s), seminars, classes, etc. are work-related or may help the employee advance their professional career. The Senior Director, Child Development Center or their designee must pre-approve the course in order to be eligible for reimbursement. If the employee fails the course, or class, and takes it again, then the employee will pay for it themselves.

ARTICLE 18—LEAVES OF ABSENCE

A. Introduction

SIJCC provides (A) pregnancy leave for up to four (4) months in accordance with the California Fair Employment and Housing Act (“FEHA”); (B) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or FEHA; and (C) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the Senior Director, Child Development Center or the Executive Director.

B. Pregnancy-Disability Leave

1. Leaves of Absence and Transfers

Employer recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions (“Pregnancy-Disability”). Accordingly, for an employee who is disabled on account of pregnancy, childbirth or related medical conditions, Employer provides Pregnancy-Disability leave for the period of actual disability, up to a maximum of four months. Pregnancy-Disability leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

Moreover, any employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if they so request and provide Employer with medical certification from their health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if they so request, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

2. Procedure for Requesting Pregnancy-Disability Leave

Whenever possible, an employee should submit a written request for Pregnancy-Disability leave or Pregnancy-Disability transfer to the Senior Director, Child Development Center as soon as they are aware of the need for such leave or transfer. If the leave or transfer is foreseeable, the employee must provide thirty (30) calendar days’ advance notice to Senior Director, Child Development Center of the need for Pregnancy-Disability leave or transfer. If it is not practical for the employee to give thirty (30) calendar days’ advance notice of the need for leave or transfer, the employee must notify SIJCC as soon as practical after they learn of the need for the Pregnancy-Disability leave or transfer.

If an employee fails to provide the requisite 30-days’ advance notice for a foreseeable need for leave or transfer, without any reasonable excuse for the delay, Employer reserves the right to

delay the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for the leave or transfer.

Any request for a Pregnancy-Disability leave must be supported by medical certification from a health care provider, which shall include the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position without undue risk to themselves, their pregnancy, or to other persons. In the case of a Pregnancy-Disability transfer, the medical certification shall provide the following information: (a) the date on which the need to transfer became medically advisable; (b) the probable duration of the period or periods of the need to transfer; and (c) an explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable. Upon expiration of the time period for the leave or transfer estimated by the health care provider, Employer may require the employee to obtain recertification if additional time is requested for leave or transfer.

3. Substitution of Paid Leave for Pregnancy-Disability Leave

An employee taking Pregnancy-Disability leave must substitute any accrued sick pay for their leave and may, at their option, substitute any accrued vacation time for their leave. Except to the extent that paid leave is substituted for Pregnancy-Disability leave, the Pregnancy-Disability leave will be unpaid. The substitution of paid leave for Pregnancy-Disability leave does not extend the total duration of the leave to which an employee is entitled.

4. Leave's Effect on Benefits

Employee on Pregnancy-Disability leave will accrue employment benefits, such as sick leave, vacation leave, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. Except as stated in this Agreement, employee benefits shall be continued during the unpaid portion of the Pregnancy-Disability leave.

5. Reinstatement After Pregnancy-Disability Leave or Transfer

Unless Employer and the employee have already agreed upon the employee's return date, each employee who has taken a Pregnancy-Disability leave or transfer must notify the Senior Director, Child Development Center-at least fifteen (15) business days before their anticipated return to work, or, as applicable, transfer back to their former position. An employee who timely returns to work at the expiration of their Pregnancy-Disability leave will be reinstated to their former position, or a comparable position, whenever possible and consistent with applicable law.

Each employee who has taken a Pregnancy-Disability leave or transfer must be released by their doctor to return to work. The release should be in writing and submitted to the Senior Director, Child Development Center on or before the employee's return from a Pregnancy-Disability leave or transfer.

C. Temporary Disability Leave

1. Eligibility and Duration

Employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a qualified disability.

The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation.

If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by state workers' compensation laws. Employees having questions about such rights should contact the Executive Director.

2. Leave's Effect on Pay and Benefits

An employee taking temporary-disability leave must substitute any accrued sick pay and vacation pay for the leave. Except to the extent that paid leave is substituted for temporary disability leave, the temporary disability leave will be unpaid.

Group insurance benefits may be continued during the temporary disability leave period. However, the cost of such coverage, including the Employer's premium payment, becomes the responsibility of the employee after four (4) months of leave. The employee and the Executive Director should agree upon a payment schedule when the employee requests temporary disability leave.

3. Procedure for Requesting Temporary Disability Leave

Unless the circumstances render it impractical, a temporary disability leave must be approved in advance by the Employer. Whenever possible, an employee should submit a written request for disability leave to the Senior Director, Child Development Center as soon as the employee is aware of the need for such leave. Any request for a disability leave must be supported by medical certification from a health care provider, which the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all

or is unable to perform any one or more of the essential functions of their position without undue risk to the employee or to other persons. The certification should also explain what accommodations, if any, will assist the employee with performing the essential functions of their position.

4. Reinstatement After Temporary-Disability Leave

Each employee who has taken a temporary-disability leave must keep the Senior Director, Child Development Center advised of the disability status and must contact the Senior Director, Child Development Center at least two (2) weeks prior to the expiration of the scheduled leave to discuss the employee's return to work. An employee desiring to return to work from temporary disability leave shall be given their former position when staffing requirements permit. The Employer cannot, however, guarantee that the employee's former position, or any other position, will be available upon the expiration of the scheduled leave. The Employer will comply with all obligations arising under the Family Medical Leave Act and the California Family Rights Act.

Each employee who has taken a temporary disability leave must be released by a doctor to return to work. The release should be in writing and submitted to the Senior Director, Child Development Center on or before the employee's return from temporary disability leave.

D. Other Leaves of Absence

The Employer also grants eligible employees leaves of absence such as military leave, appearances at school or daycare activities by a parent, to vote in a national, statewide or municipal election, or for bereavement leave. Unless otherwise specified in this agreement or required by law, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact the Senior Director, Child Development Center.

1. Jury and Witness Duty; Other Court Appearances

The Employer will provide employees time off to serve, as required by law, on a Jury or Grand Jury if the employee provides reasonable advance notice. The Employer will also provide employees with time off to (1) appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order or (2) obtain any relief, including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or their child.

The Employer will pay for seven (7) days of Jury Duty during any twenty-four (24) month period. All other leaves under this section will be unpaid. Employees who are summoned to appear for Jury Duty during the months of August through June are encouraged to ask to postpone their Jury service until the month of July.

2. Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in a state or city-wide government election may request time off to vote. If possible, employees should make their request at least two (2) working days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

3. Bereavement Leave

All employees, after 30 days of employment, will be allowed up to five (5) working days off with pay to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family is defined to include current spouse, domestic partner, father, mother, sister, brother, children, current parents-in-law, grandparents, and grandchildren.

An Employee who would have been the parent of a child experiences a "reproductive loss event," defined as the day or, for multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure) shall be entitled to three (3) days of paid bereavement leave and two (2) days of unpaid bereavement leave, where the employee may use any available accrued vacation or sick leave to receive pay.

If an employee requires more than five days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time or sick leave.

Bereavement leave may be used up to three (3) months from the date of death. If requested, employees shall provide documentation verifying the need for leave.

4. Other Legally Required Leaves of Absence

The Employer shall provide all other legally required leaves of absence as set forth in the Employee Handbook or as required by applicable law.

E. Union Business Leave

If an employee is unable to attend to Union business outside of their regular work hours, the Employer shall provide a brief unpaid leave of absence for a reasonable period of time for Union activity upon the request of the Union and the employee, provided that the leave does not interfere with the reasonable business needs of the Employer and provided the leave does not cause the Employer to incur any costs.

F. Professional Development Leave

Upon the mutual agreement of the Employer and employee, an employee may be granted time off to attend a conference, seminar, or other approved professional development activity. Typically, SIJCC's

Preschool is closed periodically throughout the year to provide continued professional development. The Employer pays for both the time off and the cost of the conference, seminar, or other approved professional development activity.

ARTICLE 19 – BENEFITS

A. Eligibility

1. Full Time Employees

Full time employees will be entitled to sick leave, holiday and vacation benefits, individual health insurance through Kaiser Permanente and individual dental insurance through Guardian Dental PPO or its equivalent.

Effective August 1, 2025, individual dental insurance will be provided through Delta Dental.

2. Kaiser Platinum HMO 0/10 Medical and Hospital Plan (“Health Plan”)

The employee contribution for the Health Plan will be \$57 per month. The Employer agrees to pay the balance of the monthly premium up to a 3% increase over the prior year. If the aggregate cost of the Health Plan premiums increase over 3% from the prior year, then the Employer and the employees shall share the increase premium costs above 3% on a 50/50 basis. If plan fees increase above 10%, alternative coverage options will be explored. Agreement on a new plan is subject to approval by the Union including a ratification vote by bargaining unit members.

The above language notwithstanding, the maximum amount of the employee portion of the Health Plan premium will be no more than \$65 per month during the life of the Agreement. The deductions will be taken from each paycheck on a twice-monthly basis. If the employee portion of the health care premium exceeds \$65 per month during the life of the Agreement, alternative coverage options will be explored.

Effective August 1, 2025, the Employer agrees to pay up to 25% of the additional premiums for dependent coverage.

3. Guardian Dental PPO Plan ("Dental Plan")

The Employer agrees to pay the entire monthly premium for the Dental Plan.

If the cost of the Dental Plan premiums increases from the prior year, then the employees shall contribute in an amount equal to the increased monthly cost, up to a maximum \$2.50 per month.

The Employer shall consider any Dental Plan suggested by the Union or employees that pays for periodic cleanings and has out-of-pocket expenses lower than the current Dental Plan. The Union shall have the right to re-open negotiations regarding implementation of a Dental Plan with the same or lower cost to the Employer on an annual basis.

4. Part Time Employees

Part-time employees are not eligible for health benefits. Part-time employees are eligible for other benefits as specified in this Agreement.

5. Probationary Employees

Benefits of probationary employees are limited as specified in this Agreement.

B. Payment to Beneficiary

To the extent permissible by law, in the event of the death of an employee, the Employer shall pay accumulated wages, vacation pay and any other employee benefits theretofore accrued to the beneficiary or to the estate of the deceased.

C. Vacation

1. Vacation Accrual

All regular, non-probationary, employees are eligible for vacation benefits based on their continuous length of service, measured from their Seniority Date, as set forth below. Probationary employees begin accruing vacation after three (3) continuous months of employment but may only take vacation time off before the end of their probationary period with the approval of the Senior Director, Child Development Center. Existing employees that were recalled to their positions after the COVID-19 pandemic will have their seniority dates reflected as their original date of hire with SIJCC.

Vacation time shall accrue on the basis of regular straight time hours worked or paid according to the following schedule and up to the annual accrual cap:

- 3 months + 1 day to 5 years: 0.05 per hour paid (up to 80 hours per year)
- 5 years + 1 day to 10 years: 0.075 per hour paid (up to 120 hours per year)
- 10 years + 1 day to 15 years: 0.10 per hour paid (up to 160 hours per year)
- 15 years + 1 day to 22 years: 0.112 per hour paid (up to 184 hours days per year)
- 22 years + 1 day and up: 0.121 per hour paid (up to 200 hours per year)

At the end of each calendar year starting in 2022, the Employer will conduct a vacation accrual audit for any employees who have both:

- Taken an unpaid leave of absence of less than thirty (30) calendar days in that year, and
- That unpaid leave of absence was not contiguous with an unpaid leave of absence in the prior year.

For these eligible employees, the Employer will award accrued vacation in an amount that would have normally accrued during the employees' unpaid leave of absence, up to the employees' maximum accrual limit.

a. Temporary Employees

Temporary employees do not accrue vacation benefits.

b. Maximum Accrual

Vacation accruals balance may not exceed 1.5 times an employee's current annual entitlement. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and their accrued hours have dropped below the maximum. The Employer shall notify each employee, with the first paycheck of each month, of the total vacation time available to that employee.

c. Vacation Accrual During Periods of Leaves of Absence

No vacation accrues during an unpaid leave of absence. Vacation accruals recommence when the employee returns to work.

2. Pay in Lieu of Vacation

No employee will receive pay in lieu of vacation except on the termination of their employment.

3. Vacation Pay on Termination

On termination of employment, the employee shall be paid all accrued but unused vacation at the employee's base rate of pay at the time of their termination.

4. Vacation Scheduling and Approval

Scheduling of vacations is to be done in a manner consistent with the Employer's operational requirements. Vacation requests should be submitted by employees in accordance with the procedures established by the Senior Director, Child Development Center. For vacations of two (2) weeks or more, requests shall be made at least thirty (30) calendar days in advance of the requested vacation date(s). Employees shall be given notice of approval or denial within fourteen (14) business days of the original request date or at least three (3) months prior to the requested vacation, whichever is later.

For vacations of four (4) days to two (2) weeks, requests shall be made at least two (2) weeks in advance. For vacations of one (1) to three (3) days, requests shall be made one (1) week in advance. For vacations of less than two (2) weeks, notice of approval or denial shall be provided within three (3) business days.

In any given week, no more than two (2) employees may schedule a vacation, except when staffing requirements allow for more than two (2) employees to schedule a vacation. Vacations will be awarded in order of seniority. Subject to Senior Director, Child Development Center approval, a non-probationary employee may otherwise schedule and take vacation at any time once it has accrued.

Any requirements under this Section may be modified by mutual consent. In the event that two (2) or more employees have requested vacations covering the same period and may not be absent simultaneously, preference shall be given to the employee with the most seniority.

a. Vacation Advances

An employee is not permitted to borrow on future accrual of vacation benefits. If an employee has used any vacation days before they have been accrued and then leaves the employment of the Employer, the amount of pay for any vacation time taken that has not accrued at the time of termination will be deducted from the employee's final paycheck.

b. Holiday Occurring During Vacation

If an observed holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period. An employee may add to their vacation period by adding to or using the holiday period in place of accrued vacation time.

c. Vacation Increments

Accrued vacation must be taken by eligible employees in increments of at least four (4) hours.

D. Holidays

1. The Employer observes the following standard holidays each year:

Secular Holidays

New Year's Day

Martin Luther King, Jr. Day

President's Day

Cesar Chavez Day*

Spring Break (5 days)

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day*

Thanksgiving Day

Friday after Thanksgiving

Winter Break (The weekdays between when the Employer closes on or before December 24th and opens on or after New Year's Day).

* Effective with the school year beginning September 2025

Jewish Holidays

Rosh Hashanah (2 days)

Yom Kippur (1 day)

Pesach (Passover) (1st two days)

Eligible employees will receive a day off on each of the Secular Holidays listed above and on the Jewish holidays listed above that are observed on a scheduled school day. Employees shall receive a paid day off

for Sukkot (2 days) and Shavuot (1 day) if the school is closed to observe these Jewish holidays on a scheduled school day.

2. Holiday Pay

Eligible employees are paid their regular wages for paid holidays. To receive holiday pay, the employee must work the regularly scheduled workdays preceding and following the SIJCC holiday, or received prior approval from the Senior Director, Child Development Center to take the time off. Employees who work during a paid holiday are paid at 1-1/2 times their regular base rate.

3. Eligibility

All full-time employees will receive time off with pay at their normal base rate for each observed holiday. Part-time employees will receive time off with pay at their normal base rate for all holidays that fall on a day they are regularly scheduled to work. Temporary employees are not eligible for paid holiday benefits. Moreover, all employees are ineligible for holiday benefits that accrue while on leave of absence.

4. Weekends and Vacations

Secular holidays falling on Saturdays will sometimes be observed on the preceding Friday. Secular holidays falling on Sundays will sometimes be observed on the following Monday. Jewish Holidays will only be observed when they fall on scheduled school weekdays.

E. Sick Leave

1. Eligibility

All employees are eligible for sick-leave benefits as set forth herein.

2. Use

Beginning on the ninetieth (90th) day of employment, eligible employees may use up to seventy-two (72) hours of paid sick leave each year and part-time employees may use up to forty-eight (48) hours of paid sick leave each year. The Employer shall retain the sole discretion to grant sick leave, if at all, before the ninetieth (90th) day of employment.

Sick leave may be taken for a personal illness or a disability. Eligible employees may also use sick leave to attend to an illness of a child, parent, spouse, or domestic partner of employee. Additionally, hours absent for medical and dental appointments will be treated as sick leave.

Sick leave must be taken by eligible employees in increments of at least one hour. The Employer retains the right to request verification from a licensed health care provider for all absences due to illness or disability. Sick pay may be withheld if a satisfactory verification is not provided by the employee.

3. Compensation for Sick Leave

Eligible employees will receive pay for sick leave at their regular rate of pay for any sick leave taken. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment.

4. Accrual of Sick Leave

All full-time employees are credited with nine (9) days of sick leave on September 1st of each contract year. All part-time employees are credited with five (5) days of sick leave on September 1st of each contract year. After three (3) full successful months of employment, probationary employees are credited with pro-rated sick leave, retroactive to their Seniority Date. An employee is eligible to begin using accrued sick leave on the ninetieth (90th) day of employment.

Unused paid sick time accrued by an employee shall carry over to the following year of employment up to a maximum of one hundred forty-four (144) hours.

5. Approval

Whenever possible (e.g., for a scheduled doctor's or dentist's appointment), an employee must seek approval from the Senior Director, Child Development Center prior to taking their sick leave. Otherwise, the employees must notify their immediate supervisor as soon as practical and, in no event, no later than fifteen minutes prior to their scheduled starting time.

6. Coordination of Sick Leave Benefits with Other Benefits

The Employer will pay accrued sick leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness.

Similarly, the Employer will pay accrued sick leave benefits during the normal seven-day waiting period before the eligible employee is paid benefits from either State unemployment or disability benefits.

Following the three-day and seven-day waiting periods specified above, an employee will continue to receive accrued sick pay, less the disability benefits actually received or the disability benefits that would have been received had the employee made timely application to the appropriate agency.

7. Catastrophic Leave Bank

a. Use of Catastrophic Leave Bank

Employees may receive paid leave up to a maximum of three (3) months by using hours accrued in the leave bank for the employee's catastrophic illness defined in paragraph 19.E.7.c. Employees may also receive up to a maximum of one (1) month's paid leave under this section for the catastrophic illness of an immediate family member as defined in paragraph 19.E.7.d. To be eligible for paid catastrophic illness leave from the bank, the employee must have exhausted all accrued sick leave, and vacation time. Use of this benefit is subject to hours available in the leave bank. All requests under this section must be in writing and submitted to the Executive Director for approval and are subject to their discretion. Evidence of medical condition must accompany the request. If FMLA/CFRA leave is applicable, catastrophic leave will be concurrent with FMLA/CFRA leave. Catastrophic leave shall not be used to extend an FMLA/CFRA leave.

b. Donation/Contribution

Each February, or at whatever date the Employer provides employees their annual balances as of December 31 of the prior year, an employee may donate up to seventy five (75) hours of unused vacation or sick leave time. The maximum accrual of combined hours in the bank shall not exceed 2,500 hours. If an employee experiences an emergency and the bank is depleted, the Executive Director will issue a solicitation of employees for contribution to the bank.

c. Catastrophic Illness Defined

For purposes of section 19E 7above, the term "catastrophic illness" means an illness that is incapacitating and/or life threatening and with a significant financial hardship

d. Immediate Family Defined

For issues of Section 19.E.7.a., the term immediate family means spouse, domestic partner, parent, child, grandparent, or a family member residing with the employee whose illness results in a dependency need for care from the employee. Determination of whether an individual meets the definition of immediate family is within the discretion of the employer. The union may however grieve that decision.

F. Paid Parental Leave Banks

1. Donation/Contribution

Any full-time or part-time Employee may donate accrued sick and/or vacation hours to a newly established Paid Parental Leave Bank by emailing the Executive Director, subject to the following provisions:

- (a) Employees who have submitted resignations are not eligible to contribute hours to the leave bank.
- (b) Maximum accrual of combined hours in the Paid Parental Leave Bank will not exceed 2,500 hours.

(c) An eligible employee may use up to 80 hours of the Paid Parental Leave Bank during their Parental Leave should they exhaust their sick leave and vacation time.

If there are less than 80 hours available in the Paid Parental Leave Bank, the Employer will send an annual Employer-wide solicitation requesting voluntary contributions to the Paid Parental Leave Bank.

G. Tuition Reduction

Employees may apply for their children to attend SIJCC's Preschool. If admitted, employees shall be entitled to a 75% tuition reduction (including all initial fees, security fees, and challah fee). Employees with children enrolled in SIJCC's Preschool are expected to meet all requirements as detailed in the ECE Program Guide.

H. Flexible Spending Accounts

Effective January 1, 2022, full-time employees will be eligible to elect to participate in the Employer's Flexible Spending Account.

ARTICLE 20 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, acquisition, consolidation, or otherwise of all or of any part of the Employer's business. The Employer shall make it a condition of transfer that the successor or assignee shall be bound by the terms of this Agreement.

ARTICLE 21 – EMPLOYEE EVALUATIONS

It is recognized that evaluation is a continuing process and takes place both formally and informally. A formal evaluation of performance and competence of regular employees shall be completed at the end of probationary period and annually, thereafter, on a schedule to be determined by the Employer. The review shall include an oral discussion between employee and supervisor sufficient to reasonably address the employee's performance and competence. The evaluation shall also be put in writing and shall include the employee's statement and signature. A copy of the evaluation is to be given to the employee.

ARTICLE 22 – SIJCC EMPLOYEE HANDBOOK

Changes or updates to the SIJCC Employee Handbook shall not conflict with the terms of the Agreement. The Employer will meet and confer with the Union regarding any changes or updates to these documents that affect the wages, hours or terms and conditions of employment for members of the bargaining unit.

ARTICLE 23 – WAGES

A. Salary Increase

Each employee's salary and the minimum contract hourly rate shall be increased as follows:

September 1, 2024: 5.5%

September 1, 2025: 5%

September 1, 2026: 4.5%

An employee who has been employed for less than a full year prior to the effective date of any increases referenced above shall have their salary adjusted pro rata based on the number of full months completed as of that time.

B. Additional Raise for Employees Earning College Level Degree

Any employee who completes a college level degree during their employment with SIJCC shall receive a one-time rate increase of \$1.00 per hour. Employees will be allowed to receive this increase only one time during their employment with SIJCC.

C. Description of Salary Scale

Wages for current employees as of September 1, 2021 will be maintained at current levels and will not be adjusted based on these changes to the salary scale descriptions.

New employees are assigned the base rate of pay plus any applicable adjustments for relevant experience and education.

An employee only receives one base rate adjustment for experience and one base rate adjustment for education. For example:

- A Fully Qualified Teacher with a master's degree only receives the rate adjustment for a master's degree and not for a bachelor's degree.
- A Teacher with eleven (11) years of experience only receives the rate adjustment for five (5) or more years of experience and not for more than three (3) and less than five (5) years of experience.

D. Salary Scale for New Hires

1. Fully Qualified Teacher

- Base rate: \$24.00/hour

- If employee has at least five (5) years but less than ten (10) years of experience in a preschool or other licensed care setting, add \$0.50/hour to base rate.
- If employee has ten (10) or more years of experience in a preschool or other licensed care setting, add \$1.00/hour to base rate.
- If employee has a bachelor's degree, add \$0.50/hour to the base rate.
- If an employee has a master's degree, add \$1.00/hour to the base rate.

2. Teacher

- Base rate: \$20.70/hour
- If employee has more than three (3) years but less than five (5) years of experience in a preschool or other licensed care setting, add \$0.50/hour to base rate.
- If employee has five (5) or more years of experience in a preschool or other licensed care setting, add \$1.00/hour to base rate.
- If employee has a bachelor's degree, add \$0.75/hour to the base rate.

3. Aide

- Base rate: \$18.00/hour
- If employee has at least two (2) years but less than five (5) years of experience in a preschool or other licensed care setting, add \$0.50/hour to base rate.
- If employee has five (5) or more years of experience in a preschool or other licensed care setting, add \$1.00/hour to base rate.
- If employee has an associate degree, add \$0.60/hour to the base rate.

E. Reclassification

If an Employee voluntary elects to reclassify their job classification to a lower rated position, subject to availability and Employer approval, they shall be paid a wage rate consistent with the new classification. However, for a union member with 10 years or more seniority, the adjusted wage rate shall result in no more than a \$1.00 per hour pay reduction. For a union member with less than 10 years seniority, the adjusted wage rate shall result in no more than a \$2.00 per hour pay reduction.

ARTICLE 24 – RETIREMENT PLAN

Employer offers a 403(b) retirement plan to all employees, with an Employer contribution benefit as set forth below. Employees must be employed at least one (1) year and must be enrolled in the plan in order for Employer contributions to begin. Employees enrolling in the plan at a later date will be eligible for Employer contributions from the date of enrollment. No Employer contribution will be paid retroactively. The Employer will provide each employee after one-year of employment the documents necessary for enrollment in the retirement plan.

On a monthly basis, SIJCC will deposit the following amounts into the plan on behalf of each employee currently enrolled in the plan with at least one (1) year of employment.

1-4 years of service	2.5% of their gross wages from the prior month
5-9 years of service	4% of their gross wages from the prior month
10+ years of service	6% of their gross wages from the prior month

ARTICLE 25 – SAVINGS CLAUSE

If any provision of this Agreement is found to be in conflict with any Federal or State laws, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 26 – LABOR MANAGEMENT COMMITTEE

- A. There shall be a Labor Management Committee comprised of up to four (4) representatives designated to represent the Union and up to four (4) representatives designated to represent the Employer. The Committee shall meet up to three (3) times a year or more frequently by mutual agreement during working hours.
- B. The agenda, areas of concern, and operating structure for the Committee shall be determined by the Committee. However, the Committee shall not discuss grievances, individual personnel decisions, modifications to this Agreement, or other items historically negotiated between the Employer and the Union.
- C. The Committee shall function in an advisory capacity to the organization. The Committee's purpose shall be to foster improved communication between the Employer and its employees, improve services provided by the Employer to its clients, and discuss matters of mutual concern to the Employer and its employees.

ARTICLE 27 – DURATION

This Agreement shall be effective September 1, 2024 through August 31, 2027. This Agreement shall remain in full force and effect through August 31, 2027 and shall annually thereafter be renewed

automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

FOR THE EMPLOYER:

FOR THE UNION:



Heather McPherson, Executive Director
Silverlake Independent Jewish Community Center

DocuSigned by:

Marc Bender

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Marc Bender, Chief Negotiator
AFSCME District Council 36

Date:

2/25/25

Date:

1/27/2025

Signed by:

Jeannette Reyes

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Jeannette Reyes, Negotiating Team



Evelia Ontiveros, Negotiating Team



Yamilee Valenzuela, Negotiating Team



Roxanna Mejia, Negotiating Team