

AGREEMENT

between

PENINSULA JEWISH COMMUNITY
CENTER

and

SERVICE EMPLOYEES'
INTERNATIONAL UNION
LOCAL 521

June 1, 2016 – April 30, 2019

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AGREEMENT

between

PENINSULA JEWISH COMMUNITY CENTER

And

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 521

This Agreement is entered into this 27th day of June, 2016 by and between Peninsula Jewish Community Center (hereinafter referred to as the "Employer") and Service Employees' International Union Local 521 (hereinafter referred to as the "Union").

PREAMBLE

The program philosophy of the Peninsula Jewish Community Center (PJCC) is to foster Jewish culture, heritage and tradition. This Agreement 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 and included in Appendix A; excluding all employees who work less than twenty (20) hours per week, managerial employees, confidential employees, project employees, guards and supervisors as defined in the Act. This Agreement will also cover employees in newly established classifications, the majority duties of which are within the scope of duties included in classifications represented by the Union.

Section 2. Union Membership

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

Upon written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment within thirty (30) days after

receipt of such notice unless thereafter the employee complies with the above requirements within said time period.

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

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

The Employer shall deduct monies designated for the Union's COPE program from the paycheck of employees who voluntarily authorize such deductions. Employer shall remit such deductions promptly to the Union.

Section 3. New Employee Orientation

At the time a new employee is hired, the Employer shall provide the employee with a copy of this Agreement and any 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 (if applicable) plans. The employee shall also receive a copy of the Employer's personnel policies (including department policies and procedures manuals) 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. Human Resources will notify the Union of all new hires. The Union may arrange time to meet with new employees for a reasonable period of time during a scheduled work day.

Section 4. Discrimination

There shall be no discrimination of any kind based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other

consideration made unlawful by federal, state or local laws and which is not a bona fide occupational qualification for a particular job.

Additionally, there shall be no discrimination based on Union activities against any employee or applicant for employment by the Employer.

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 Worksite Organizer

The Worksite Organizer or qualified 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 Worksite Organizer or qualified representative of the Union shall report to Human Resources before proceeding to the facility. The Worksite Organizer or qualified representative shall not interfere with the normal conduct of work.

5.2 Union Representatives and Stewards

The Union may appoint a reasonable number of stewards for PJCC. 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. The Union will provide the Employer with an annual list and appropriate up-dates of Local 521 stewards and chapter officers. Official Representatives or stewards shall be in paid status when meeting with management during their regularly scheduled work hours.

5.3 Union Bargaining Committee

The Union may select up to four (4) members to serve on the negotiations team. Upon mutual agreement, additional Union members may participate in bargaining meetings for the purpose of presenting background for a Union proposal.

5.4 Union Bargaining Committee Meal Allowance

The appointed bargaining committee members who serve on the Union team to negotiate a successor Agreement shall receive a meal allowance of Twenty Five Dollars (\$25.00) per day.

Section 6. Salaries

- 6.1 **No Reduction in Wages**
No employee shall suffer a reduction in his/her wage rate as a result of this Agreement.
- 6.2 **Starting Salary Range**
The starting salary ranges are contained in Appendix A which is attached hereto.
- 6.3 **Movement through Starting Salary Range (for employees other than Teaching Staff)**
New employees in classifications other than Teaching Staff shall be hired at entry step and thereafter, employees shall move to the next higher step on the pay range on their anniversary date of hire. PJCC management, at their sole discretion may hire at other than entry step.
- 6.4 **Movement through Salary Range for Teaching Staff**
New employees shall be appointed to a step on the salary range based on prior experience in Early Childhood Education. Thereafter, employees shall move to the next higher step on the pay range on their anniversary date of hire. PJCC management, at their sole discretion may hire at other than entry step.
- 6.5 **Movement from Aide to Assistant Teacher**
A new employee who possesses fewer than six (6) approved units in Early Childhood Education, shall be hired as an Aide and placed on the pay scale based on prior experience in Early Childhood Education. Such employee shall be promoted to Assistant Teacher on the first of the month following completion of six (6) approved units. Upon promotion to Assistant Teacher, the employee will be placed on the step in the Assistant Teacher scale which provides for at least a five percent (5%) pay increase. Thereafter, the employee shall be eligible for a step increase one (1) year from the date of promotion to Assistant Teacher, pursuant to 6.4 above.
- 6.6 **New Assistant Teacher Hires and Movement from Assistant Teacher to Associate Teacher**
A new employee who possesses between six (6) and eleven (11) Teaching Staff units shall be hired as an Assistant Teacher and placed on the pay scale based on prior experience in Early Childhood Education. Such employee shall be promoted to Associate Teacher on the first of the month following completion of twelve (12) approved units, including the following core units: Child Development, Child Family and Community, Principles and Practices of Early Childhood Education and Curriculum. Upon promotion to Associate Teacher, the employee will be placed on the

step in the Associate Teacher scale which provides for at least a five percent (5%) pay increase. Thereafter, the employee shall be eligible for a step increase one (1) year from the date of promotion to Associate Teacher, pursuant to 6.4 above.

- 6.7 Associate Teacher Pay in Absence of Teacher
Any Associate Teacher who is placed in charge of a classroom for an entire day, in the absence of the Teacher shall receive Teacher pay for that day.
- 6.8 Promotion from Associate Teacher to Teacher or Mentor Teacher
Employees may be hired into Teacher and Mentor Teacher through promotion or from outside recruitment. Any employee who is promoted to Teacher or Mentor Teacher shall serve an additional ninety (90) calendar day probation period. Any employee who is unsuccessful may revert to his/her former classification. Employees will be placed on a step which provides for at least a five percent (5%) pay increase.
- 6.9 Initial Mentor Teacher Placements
The initial Mentor Teacher positions shall be filled through promotion only and all internal applicants shall be interviewed.
- 6.10 Floater Positions
A floater is a Teaching Staff member (in any classification) who is not assigned to a particular classroom or age level but is used as additional help or as a substitute for employees on leave.
- 6.11 Wage Adjustments
A. Teaching Staff COLA and Staff Market Adjustment

For Mentor Teachers, Teachers and Aides, wages in effect for July 1, 2015 shall be increased by four percent (4%) at the beginning of the Fall Term in 2016.

For Associate Teachers and Assistant Teachers, wages in effect for July 1, 2015 shall be increased by ten percent (10%) at the beginning of the Fall Term in 2016.

All teaching staff wages in effect for July 1, 2016 shall be increased by three percent (3%) at the beginning of the Fall Term in 2017.

All teaching staff wages in effect for July 1, 2017 shall be increased by three percent (3%) at the beginning of the Fall Term in 2018.

- B. All Other Staff COLA
Wages in effect for July 1, 2015 shall be increased by three and one-half percent (3.5%) effective July 1, 2016.

Wages in effect for July 1, 2016 shall be increased by three percent (3.0%) effective July 1, 2017.

Wages in effect for July 1, 2017 shall be increased by three percent (3.0%) effective July 1, 2018.

- 6.12 Associate/Assistant Teacher Pay in Absence of PJCC Teacher
When a non-PJCC employee substitute teacher is assigned to a classroom where an Associate or Assistant Teacher is also assigned, one Associate or one Assistant Teacher will receive an additional One Dollar (\$1.00) per hour pay.
- 6.13 Market Survey
The parties agree to jointly compile a total compensation market survey no less than two months prior to the April 30, 2019 expiration of this Agreement.

Section 7. Probation

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

- 7.1 For Aides, Teacher Assistants, Associate Teachers, Teachers and Mentor Teachers
There shall be a probation period of six (6) months. The probation period may be extended for valid reasons for a period not to exceed three (3) months or until the end of the academic year, whichever is the longer period of time, but in no case shall such extension exceed six (6) months.
- When it is the Employer's intention not to continue the employment of an Aide, Teacher Assistant, Associate Teacher, Teachers or Mentor Teacher who has not completed his/her probation period or any extension thereof at the end of the academic year, the Employer shall give the employee written notice by the end of that academic year of his/her termination of employment.
- 7.2 For Other Employees
For all other employees not specified above, the probation period shall be three (3) months, which may be extended for valid reasons for a period not to exceed one (1) month.

7.3 Probation Upon Promotion

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 to Teacher as opposed to the instance where an employee in the classification of Administrative Assistant I had been assigned sufficient additional duties to merit a reclassification of his/her position to Administrative Assistant II. In this latter instance, the employee will not be required to serve a new probationary period.

7.4 Extensions of Probation

Employees must be notified in writing of the extension of probation and the reasons therefore prior to completion of the normal probation period.

7.5 Termination During Probationary Period

An employee terminated during the probation period (including any extension thereof) shall not have the right to appeal his/her case using the grievance procedure set forth in this Agreement or any other appeal procedure utilized by the Employer.

Section 8. Discipline, Discharge, Suspension or Demotion

8.1 Just Cause for Discipline

Employees may be suspended, demoted or discharged for just cause. PJCC follows a progressive disciplinary process where appropriate. PJCC reserves the right to initiate disciplinary action at any level.

8.2 Counseling

Where appropriate, employees shall be counseled in an effort to correct conduct and performance prior to initiating disciplinary action. Documentation of the counseling shall not be placed in the employee's official personnel file but instead kept with supervisor's notes or files.

8.3 Notice to Employee of Disciplinary Action

At the time of the action, the employee shall be furnished with a written notice of discharge, suspension or demotion and a copy of the notice will be sent at the same time to the Union. The notice will advise the employee of his/her right to receive written reasons for the action which will be provided to the employee and the Union within five (5) workdays from the date of the

employee request. The notice shall also 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.

8.4 Right to Representation

An employee shall have the right to be present and to have a Union representative present at any meeting with supervisors or management representatives if the employee has a reasonable belief that the meeting may lead to disciplinary action.

Section 9. Job Vacancies

All unit job vacancies must be posted at all work locations within the PJCC 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 management and shall not be subject to the grievance procedure. All job postings shall contain all the required qualifications for the position. A copy of each opening shall be mailed or emailed to the Union.

Section 10. Hours of Work and Overtime

10.1 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.

10.2 Overtime

All employees covered by this Agreement are hourly employees subject to the overtime provision of this Agreement. All employees shall be given regularly scheduled hours with the exception of those employees who are placed on flexible schedules.

Employees shall be compensated for working over their normal work schedule as follows:

For hours worked over eight (8) hours per day or forty (40) hours per week, the Employees shall be paid one and one-half (1½) times the straight-time rate of pay.

10.3 Make-Up Time

The Employer has a Make-Up Time Policy that complies with State law and can be found in the Employee Handbook. Under certain conditions, employees may request to work longer on certain days and take the time off within the same pay week. Requests must be approved in advance.

10.4 Rest and Meal Periods

Employees shall receive a ten (10) minute paid rest period for each four (4) hours worked or major fraction thereof. It is management's obligation to provide an opportunity for all employees to take their rest breaks.

An employee who works more than five (5) hours shall receive an unpaid meal period of not less than thirty (30) minutes in accordance with provisions in State law. 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, the employee shall be paid in accordance with the law.

10.5 Meal Allowance

Employees who are required to work twelve hours in any single day shall be paid a meal allowance of Five Dollars (\$5.00 for breakfast, Eight Dollars (\$8.00) for lunch and Fifteen Dollars and Fifty cents (\$15.50) for dinner depending upon which meal is necessitated by the additional hours.

Section 11. Holidays

11.1 National Holidays

The Employer recognizes the following national holidays:

1. New Year's Day or the date specified as the recognized holiday
2. President's Day
3. Memorial Day
4. Independence Day or the date specified as the recognized holiday
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving
8. Martin Luther King, Jr.'s Birthday

11.2 Religious Holidays

The Employer recognizes the following religious holidays:

1. Rosh Hashanah - First and Second Days
2. Yom Kippur - One Day
3. Sukkot - First Day and Eighth Day
4. Passover - First, Second and Seventh Days
5. Shavuot - First Day

PJCC closes at 5:00 P.M. prior to the start of religious holidays.

11.3 PJCC Closures on National Holidays

The Center may be closed in part or in whole on the above specified national holidays or on the date specified as the recognized holiday (Example: Monday, July 5th).

Employees who are scheduled to work on a day in which such national holiday falls shall be given the day off with pay provided their work unit is closed that day.

Employees in units that remain open on the national holidays and who are scheduled to work, shall be paid double time and one-half the straight time rate of pay for all hours worked on that day.

Employees shall be paid at straight time for any national holiday that falls on a scheduled day off. Example: Full-time employee who works Tuesday through Saturday eight (8) hours a day shall be paid for the employee's regular work week (40 hours) plus eight (8) hours for the national holidays that fall on a Monday.

11.4 PJCC Closures on Jewish Holidays

The Center may be closed in part or in whole on the above specified Jewish holidays.

Employees who are scheduled to work on a day in which such Jewish holiday falls shall be given the day off with pay provided their work unit is closed that day.

Employees in units that remain open on the Jewish holidays and who are scheduled to work shall be paid time and one-half (1½) the straight time rate of pay for all hours worked on that day. Such employees shall be entitled to take a religious holiday that falls on a scheduled work day (Saturday and/or Sunday) with pay with advanced approval of the supervisor or be paid time and one-half (1½) for all hours worked that day.

No employee shall be paid for a Jewish holiday that falls on a regularly scheduled day off.

11.5 New Years' Eve

The Center shall close at 5 pm on New Year's Eve. Any employee who is regularly scheduled to work evening shift shall be scheduled to work the day shift on New Year's Eve.

11.6 Other Religious Holidays

Employees who wish to observe other religious holidays shall be permitted to do so either as leave without pay, vacation time or "in lieu" holiday with the approval of the Employer.

11.7 Employees Working Less than Forty Hours

Employees working less than forty (40) hours shall earn holiday pay for the number of hours worked in relation to the number of hours worked by a full-time employee.

11.8 Early Closure on December 25th

The PJCC may be open limited hours on December 25th. A full-time staff member who is regularly scheduled to work on December 25th will work the hours the PJCC is open and be paid the balance of their regularly scheduled shift.

A staff member who requests and is approved to take vacation on December 25th will be required to utilize accrued vacation for the hours the PJCC is open and the balance of their regularly scheduled shift will be compensated as paid time off. A staff member, who is not regularly scheduled to work on December 25th, will not receive any additional paid time off.

Pay for staff working at least 20 hours, but less than 40 hours per week, will be prorated accordingly.

Section 12. Leaves of Absence, Sick Leave, Bereavement Leave

12.1 Sick Leave

12.1.1 Accrual

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). Employees working less than forty (40) hours shall earn sick leave for the number of hours worked in relation to the number of hours worked by a full-time employee. A certificate by a health care professional may be requested by the Employer if a pattern of absences has been established, abuse is suspected or if FMLA/CFRA certification is needed. Employee shall be notified in advance of the need to obtain such verification.

12.1.2 Use

Paid sick time can be used for the following reasons:

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

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

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

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

12.1.3 Use of Sick Leave for Family

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

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

12.1.4 Notice to Employer

It is the responsibility of the employee to provide advance notice to the Employer when absent from work. Except for emergencies, such notice should be given at least one hundred twenty (120) minutes prior to the start of the employee's scheduled starting time. It is management's responsibility to provide a reasonable notification system.

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

12.1.5 Integration with State Disability Insurance

An employee who is eligible for paid sick leave and State Disability Insurance (SDI) and who is absent from work due to illness and/or injury shall 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). Coordination of paid sick leave and SDI will not result in any employee earning more than the employee would have earned if in active status.

12.1.6 Benefits Eligibility while on Medical Leaves

PJCC shall continue to administer medical leaves of absence pursuant to the FMLA (Family Medical Leave Act), CFRA (California Family Rights Act) and PDL (Pregnancy Disability Leave). The details of administration, eligibility and continuation of benefits are provided in the PJCC Employee Handbook.

The CEO at his/her discretion may grant an extension of the disability leave up to an additional year.

12.1.7 Benefits Accrual While on Medical Leave

During periods of disability during which an employee is receiving paid leave he/she shall continue to accrue seniority, vacation leave, sick leave, health and welfare benefits and pension benefits (Employer's contribution) and pension benefits, provided the employee is otherwise eligible for such benefits.

In the event the employee is also receiving State Disability Insurance benefits during said period of disability, then the employee shall accrue such benefits on a pro-rata basis directly proportional to the ratio of sick leave pay received to State Disability Insurance (SDI) benefits received.

Employees shall receive health and welfare benefits during any period for which he/she is receiving full or partial sick leave pay.

12.2 Child Bonding Leave

Employees are entitled to Child Bonding Leave pursuant to State and Federal law. Eligibility and administrative provisions are outlined in the Employee Handbook. Extension of family leave may be granted at the discretion of the CEO.

12.3 Emergency Leave Including Bereavement Leave

Within the discretion of the CEO or designee at the PJCC, a leave with pay, not to exceed five (5) working days, may be granted for personal emergencies such as the death in the immediate family of the employee (i.e., mother, father, father-in-law, mother-in-law, child, grandchild, grandparent, husband, wife, sibling and domestic partner).

12.4 Leaves of Absence

A. Sabbatical leave

Sabbatical leave of absence may be granted to staff for study subject to the approval of the Board of Directors of the PJCC. 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.

B. Conference Leave

Leave with pay for employees for attendance at conferences may be granted when feasible with the approval of the CEO or designee at the PJCC.

C. Leave of absence Without Pay

Not to exceed one (1) year, without pay or benefits, a leave of absence without pay may be granted by the CEO or designee at the PJCC. 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.

12.4.1. Leave Approval and Extension Not Subject to Grievance Procedure

The decision of the CEO or designee at the PJCC and/or the Board of Directors with regard to Sabbatical, Bereavement, Conference and leaves without pay and the extension of such leaves are not subject to the grievance procedure.

12.5 Catastrophic Leave

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

Upon request of an employee and upon approval of the CEO or designee at the PJCC, leave credits (vacation) may be transferred from one or more employees to another employee under the following conditions:

- a) The receiving employee has exhausted all paid time off.
- b) Vacation time may be transferred. Sick leave credits cannot be transferred.
- c) The time will be credited to the receiving employee's sick leave time balance.
- d) The donations must be a minimum of one (1) hour increments.
- e) The total leave credit that can be donated by any employee shall not exceed forty (40) hours.
- f) Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee. These donations are irrevocable unless the receiving employee dies prior to receiving all the donated time.

12.6 Jury Duty

Any employee who is summoned for jury duty will be granted time off as required with full pay for up to a maximum of ten (10) days per year. The employee may retain any mileage allowance or fee, paid by the court for jury services.

Employees should notify their supervisor as soon as a notice or summons from the court is received. Employees may be required to provide written verification from the court clerk of time served. If an employee is released from jury duty prior to a scheduled work day or prior to the completion of his/her work day, the employee is expected to notify his/her supervisor and return to work.

Section 13. Vacation

13.1 Teaching Staff

Teachers and Teacher Assistants shall earn seventeen (17) days per year which shall be taken during fall, winter, and spring break.

In the event a holiday falls during fall, winter or spring break, the employee shall be paid holiday pay instead of vacation pay for that day(s). Any vacation days that remain of the seventeen (17), may be taken during the program year with advance approval of the supervisor. Any day(s) not taken, shall be paid on the last paycheck of the program year.

Teaching Staff who work during Seasonal Camps shall not be required to utilize vacation hours during that time.

Employees are encouraged to schedule the additional vacation days when children are not present, due to staffing requirements.

At the request of the employee, vacation can be paid by separate paycheck. This request may be made in writing or by email, at least ten (10) days prior to payday.

13.2 All Other Employees

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.

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

Fractions of days of authorized leave shall be calculated on a pro-rata basis depending on the regular hourly schedule of the employee. The use of annual leave by the employee must be mutually agreed to by the employee and the immediate supervisor.

13.3 Vacation During Probation or Upon Termination

During the probationary period, employees shall accrue but may not take vacation.

Employees shall be paid for all accrued but not taken vacation hours upon termination.

13.4 Employees Working less than Forty Hours.

Employees working less than forty (40) hours per week shall earn pro-rated vacation pay for the number of hours worked in relation to the number of hours worked by a full-time employee.

Section 14. 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 15. Layoff, Hours Reduction and Recall

15.1 Seniority and Bumping

When layoffs are to occur the principle of seniority shall prevail provided the remaining employees in the PJCC 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 of the PJCC to be unrelated, the employee replacing a less senior employee will be required to have successfully performed the available job for the Employer in the recent past. Ties in date of hire seniority will be broken by the date on the employment application.

15.2 Notice of Lay-Off

The Employer shall provide each employee who is to be laid off with a written notification of such layoff as soon as possible, but not less than two (2) weeks prior to the effective date of such layoff. A copy of each written notification shall be provided the Union. This requirement for notification of layoff shall not apply if the layoff is due to work being unavailable as the result of Acts of God, sudden, unanticipated damage to the physical plant of the Employer or a regulatory agency mandating discontinuance of a program. Temporary, Part-time employees working less than twenty (20) hours, substitutes and probationary employees will be laid off prior to regular employees.

15.3 School Term Programs

The parties agree that teaching staff employed by the Employer are employed on an annual basis even though no work is 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 teacher's services will not be required at the commencement of the next school term, the requirement for notification of layoff provided above shall apply.

15.4 Recall to Work

Employees who are laid off shall be recalled by seniority to the positions within the PJCC from which they are laid off or to such other open positions within the PJCC that they are qualified to perform by virtue of prior experience and training as well as having successfully performed such work; provided, however, that for jobs that are considered by the CEO of the PJCC to be unrelated, the employee being recalled will be required to have successfully performed the available job for the Employer in the recent past.

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

Laid off employees will be eligible to be recalled for one (1) year. In addition, each employee laid off has the right to refuse up to three (3) re-employment offers before being removed from the recall list. A re-employment offer is same job, pay and number of hours, including benefits.

15.5 Reduction in Hours

If a reduction in hours is required within the PJCC, the Employer shall make every effort to adhere to the principle of seniority within a classification, provided the employees whose hours have not been reduced have the requisite qualifications to perform the available work. If additional work hours become available within the PJCC, the Employer shall make every effort to first provide those additional work hours to employees by seniority within a classification whose hours had previously been reduced by the Employer, provided the senior employees have the requisite qualifications to perform the available work.

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

Section 16. Union Management Committee

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

- a. To serve as a direct means of communication between Union represented staff and Employer management;
- b. To provide a vehicle to explore the concerns regarding programs, operations, physical plant and
- c. To respond to issues regarding working conditions (e.g. workloads, schedules, safety concerns, etc.)

This Committee will meet on an as needed basis, but not more frequently than quarterly unless by mutual agreement. The PJCC CEO and the Union will designate representatives to this Committee. Any designated subcommittee(s) will function under rules developed by the Committee. Employees attending such meetings during their regularly scheduled work hours shall not suffer a loss in pay.

Section 17. Performance Evaluation and Personnel File

17.1 Performance Evaluation

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

Employees should be given on-going verbal feedback as to the adequacy of their job performance. The supervisor should direct this feedback to assist the employee in improving job performance. In addition, written evaluations should be given just prior to completion of the probation period and annually thereafter. The employee shall acknowledge reading the performance evaluation by signing the copy to be filed with the understanding that such signature merely signifies that the performance evaluation has been read, and does not necessarily indicate agreement with its contents. A copy of the performance evaluation shall be given to the employee upon signing. The employee, at 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.

17.2 Personnel Files

The Employer shall maintain in the Human Resources Department the official personnel file for each employee. An Employee may review his/her personnel file and request a copy of materials contained in the file as provided under state and federal law. With written authorization from the employee, a Union representative may view the contents of that employee's file.

Employees shall be notified and provided a copy of any negative or derogatory information at the time it is placed in the file. The employee is entitled to provide a written response to be added to his/her file

Section 18. Life Insurance, Medical and Hospital Insurance

18.1 Medical and Hospital Insurance

The Employer currently provides for medical plans through Kaiser and one other provider to the extent these plans continue to be offered. These plans provide medical, hospitalization and surgical benefits.

Effective January 1, 2014, the employer will pay the dollar amount of the monthly single Kaiser (\$20 co-pay) premium for employees who elect single coverage. For employees who elect employee plus one, the employer will contribute the dollar amount of the monthly Kaiser single premium plus One Hundred Dollars (\$100) and for employee plus family, the employer will contribute the dollar amount of the monthly Kaiser single premium plus One Hundred and Twenty-Five Dollars (\$125.00).

Effective January 1, 2015, the employer will pay the first five (5%) percent of the increase to the monthly single Kaiser (\$20 co-pay) premium for employees who elect single coverage. For employees who elect employee plus one, the employer will contribute the dollar amount of the monthly Kaiser single premium plus One Hundred Dollars (\$100) and for employee plus family, the employer will contribute the dollar amount of the monthly Kaiser single premium plus One Hundred and Twenty-Five Dollars (\$125.00).

Effective medical plan year 2017, PJCC shall implement the Kaiser Plan Forty Dollar (\$40.00) co-pay provision.

Employees Hired before June 1, 2005

PJCC shall pay the full Employer contribution for any employee who is regularly covered by this collective bargaining agreement.

Employees Hired after June 1, 2005

The Employer will provide a pro-rated monthly amount toward medical premiums for employees who are regularly scheduled to work less than forty (40) hours per week as follows:

20 hours per week = 50% of Employer's contribution

21-29 hours per week = 75% of Employer's contribution

30-40 hours per week = 100% of Employer's contribution

18.2 Part Year Employees

Teaching Staff employees who work a nine and one-half month to ten month school term year shall continue to receive medical benefits during the summer months at the same rate as received the preceding school term.

18.3 Changes to Plans or Plan Designs

The Employer reserves the right to change medical or dental plan carriers during the term of this Agreement provided the Employer maintains comparable coverage. The Employer agrees to notify the Union of any proposed changes and to meet with the Union in advance of changes taking place.

During the term of this Agreement, the Employer reserves the right to change medical or dental plan designs in order to reduce costs to Employer and employees. The Employer agrees to notify the Union of any such proposal and changes within the control of the Employer (those changes not dictated by the carrier) shall be by mutual agreement.

18.4 Employees who Waive Medical Insurance

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 18.1, 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 and Seventy Two Dollars (\$172.00) 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.

Employees Hired after June 1, 2005

The Employer will provide a pro-rated monthly amount "in lieu" of medical premiums for employees who are regularly scheduled to work less than forty (40) hours per week as follows:

20 hours per week = 50% of Employer's contribution
21-29 hours per week = 75% of Employer's contribution
30-40 hours per week = 100% of Employer's contribution

18.5 Life Insurance

All benefited 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 annual salary.

18.6 Workers' Compensation

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

18.7 Long Term Disability

All staff who work thirty (30) plus 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.

18.8 Hospital Emergency Room Admission Reimbursement
For employees covered by a PJCC medical plan, the Employer shall provide a one-time reimbursement of Five Hundred Dollars (\$500.00) for the employee's cost of an emergency hospital admission.

18.9 Flex Spending Account
The Employer agrees to provide a "dependent care spending account" program and shall comply with all IRS code provisions.

The Employer agrees to continue to provide for "pre-tax" deductions for the portion of monthly medical premiums paid by the employee. In addition, the Employer agrees to continue to provide for a "medical spending account" up to the maximum per year permitted by law and to comply with all IRS code provisions.

Employees shall receive information on such program upon hire and annually during open enrollment thereafter.

Section 19. Dental Insurance

The Employer shall continue to provide dental care benefits for each eligible employee:

Employees are eligible for coverage by the dental plan after they have completed three (3) months of employment.

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.

Teaching Staff employees who work a nine and one-half month to ten (10) month school term year shall continue to receive dental benefits during the summer months at the same rate as received the preceding school term.

Section 20. Pension Plan

Eligible employees shall continue to be covered by the pension benefits, which are specified in the Employee Handbook of the PJCC. Should during the term of this Agreement the Employer decide to change the benefits of said pension plan, it will fulfill its legal obligations to meet with the Union and negotiate such changes.

Section 21. Safety and Health

The Employer shall provide a safe and healthy working environment for employees covered by this Agreement. Any safety problems shall be brought immediately to the attention of the PJCC CEO.

The Employer agrees to provide the required CPR/First Aid certification training and pay for the cost of the renewal of the certificate for Teaching Staff covered by this Agreement.

Section 22. Grievance Procedure

22.1 Definition of Grievance

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 of PJCC shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

22.2 Appeal of Discipline

Discharge, suspension, discipline or demotion of any employee, with the exception of probationary employees, is subject to appeal to the grievance procedure as provided below. 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. At all steps of the grievance procedure, an employee has the right to have a Union representative present. Individual employees may provide written notice to the Employer and Union of a request that employee representatives not be present during the grievance procedure due to the confidentiality of the grievance.

22.3 Grievances shall be processed in the following manner:

Step 1

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

Step 2

If a grievance is not satisfactorily resolved in Step 1 above, the employee shall submit the grievance in writing to the Human Resources Director. This formal written grievance shall state which provision of this Agreement has been misinterpreted or misapplied, how this misapplication or misinterpretation has affected him/her to his/her detriment, and the redress he/she seeks. The grievances must be filed at this step within thirty (30) calendar days of the incident or occurrence about which the employee claims to have a grievance except as provided in 22.2 and if not filed within the thirty (30) calendar days, the right of appeal shall be lost. The Human

Resources Director or his/her designee shall have ten (10) workdays in which to investigate the merits of the complaint and attempt to resolve the grievance.

Step 3

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Agreement such grievance shall be submitted within ten (10) days after the response from the Human Resources Director/designee to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the PJCC or an elected or appointed official of the Local Union presenting the grievance, and two (2) representatives of the Employer no more than one (1) of whom shall be either an employee of the PJCC or a member of the staff of any organization employed to represent the Employer.

Step 4

If an Adjustment Board is unable to arrive at a majority decision, 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.

22.4 Scope of Adjustment Board and Arbitration Decisions

(1) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.

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

22.5 Waiver of Steps and Timelines

Both sides may mutually agree to waive any step of the grievance procedure or to extend timelines provided above.

Section 23. On-Call

Prior to employees covered by this Agreement being assigned to on-call

status, the Employer and the Union will negotiate regarding on-call compensation.

Section 24. Strikes

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

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

Section 25. Tuition Reimbursement

Teacher Assistants shall be reimbursed for the cost of the community college course in early childhood education and any required textbooks for the course provided the employee receives approval prior to enrollment and upon completion of the course provides verification of a "C" grade or better and a receipt for the cost of the course and textbook.

Teachers may be reimbursed up to a maximum of six (6) units at the community college rate per year for the cost of courses and related textbooks while enrolled in courses in the pursuit of certification as a teacher under the State child development matrix. Reimbursement is contingent upon the employee receiving approval prior to enrollment and upon completion of the course provides verification of a "C" grade or better and a receipt for the cost of the course and textbook.

Section 26. Longevity Benefits

The PJCC agrees to provide for the following longevity benefits:

- 1) At ten (10) years of service in the bargaining unit at PJCC: a One Hundred Dollar (\$100.00) gift certificate.
- 2) At fifteen years of service in the bargaining unit at PJCC: one floating holiday (one time only).

Section 27. Term of Agreement

This Agreement shall be effective June 1, 2016 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 April 30, 2019 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of April, 2019 or to the first day of March of any subsequent year, either party shall file written notice with the other of its

desire to amend, modify or terminate this Agreement. There shall be no opening of any kind for any purpose during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of June, 2016.

SERVICE EMPLOYEES' INTERNATIONAL
UNION, SEIU LOCAL 521

PENINSULA JEWISH
COMMUNITY CENTER

Date 6/1/2016



Daniel Becker, Internal Worksite Organizer



Dylan Ban, Teacher



Sarah Black, Associate Teacher

Date 6/1/2016



Paul Geduldig, CEO



Kathy Reich, PJCC Board President



Fred Weiner, CFO



Kelly Joseph, HRD



M. Fran Buchanan, Negotiator

APPENDIX "A" - Salary Schedules

Effective July 1, 2015

	2015 Step A	2015 Step B	2015 Step C
Teacher Classifications	Effective Beginning of School Year		
Mentor Teacher	21.55	22.24	22.94
Teacher	19.87	20.49	21.11
Associate Teacher	16.55	17.14	17.69
Assistant Teacher	13.64	14.06	14.50
Aide	12.97	13.38	13.78
All Other Classifications			
Administrative Assistant 1	15.24	16.04	16.90
Administrative Assistant 2	16.95	17.84	18.78
Administrative Assistant 3	18.80	19.78	20.84
Assistant Building Engineer	21.45	22.09	22.76
Facilities Workers	16.95	17.84	18.78
Driver	15.24	16.04	16.90
Graphic Specialist	20.56	21.64	22.78

Effective Fall School Year	2016			
	Step A	Step B	Step C	
Teacher Classifications				
Mentor Teacher	22.41	23.13	23.86	4%
Teacher	20.66	21.31	21.95	4%
Associate Teacher	18.21	18.85	19.46	10%
Assistant Teacher	15.00	15.47	15.95	10%
Aide	13.49	13.92	14.33	4%
Effective July 1				
All Other Classifications				
Administrative Assistant 1	15.77	16.60	17.49	3.50%
Administrative Assistant 2	17.54	18.46	19.44	3.50%
Administrative Assistant 3	19.46	20.47	21.57	3.50%
Facilities Workers	17.54	18.46	19.44	3.50%
Driver	15.77	16.60	17.49	3.50%

Effective Fall School Year	2017			
	Step A	Step B	Step C	
Teacher Classifications				
Mentor Teacher	23.08	23.82	24.58	3%
Teacher	21.28	21.95	22.61	3%
Associate Teacher	18.76	19.42	20.04	3%
Assistant Teacher	15.45	15.93	16.43	3%
Aide	13.89	14.34	14.76	3%
Effective July 1				
All Other Classifications				
Administrative Assistant 1	16.24	17.10	18.01	3%
Administrative Assistant 2	18.07	19.01	20.02	3%
Administrative Assistant 3	20.04	21.08	22.22	3%
Facilities Workers	18.07	19.01	20.02	3%
Driver	16.24	17.10	18.01	3%

Effective Fall School Year	2018			
	Step A	Step B	Step C	
Teacher Classifications				
Mentor Teacher	23.77	24.54	25.31	3%
Teacher	21.92	22.61	23.29	3%
Associate Teacher	19.32	20.00	20.65	3%
Assistant Teacher	15.91	16.41	16.92	3%
Aide	14.31	14.77	15.20	3%
Effective July 1				
All Other Classifications				
Administrative Assistant 1	16.73	17.61	18.56	3%
Administrative Assistant 2	18.61	19.58	20.62	3%
Administrative Assistant 3	20.65	21.72	22.88	3%
Facilities Workers	18.61	19.58	20.62	3%
Driver	16.73	17.61	18.56	3%

Side Letter of Agreement - Summer Camp Work

Side Letter of Agreement Between Peninsula Jewish Community Center and Service Employees International Union Local 521 Summer Camp Work

Summer Camp work is not covered by the terms of the CBA as many Summer Camp employees do not work during the school term performing bargaining unit work. Nonetheless, PJCC agrees that Summer Camp work will continue to be offered to school term Teaching Staff as provided below.

Terms and conditions of employment, including wages, are subject to agreement with such individual employees and Summer Camp management except as provided in this Side Letter of Agreement.

Selection of Employees – Teaching Staff who apply to work for Summer Camp shall be considered based on the following criteria: fitness for camp program rather than Regular Child Care Programs structure; previous experience and previous camp experience; availability for full sessions; flexibility of hours; motivation and creativity. In the event an employee is not selected for a summer session, the employee may request a meeting to discuss the reasons.

Hours of Work - Teaching Staff are not required to perform Summer Camp work, or may agree to work part time or for only some sessions. The hours of work offered to selected individual employees is based on operational need and is solely the decision of the Employer.

Paid Leaves

- **Holidays** - July 4th holiday - Employees will be eligible for pay for Independence Day under the provisions of the collective bargaining agreement.
- **Sick Leave** - Employees will accrue sick leave based on hours worked and may utilize accrued balances if ill or injured on a day scheduled to work Summer Camp.
- **Vacation** – Employees who have been employed with PJCC for five (5) years, shall receive an additional day of vacation if the employee works at least twenty (20) hours per week for all Summer Camp sessions. Employees may utilize the additional vacation day prior to the beginning of the fall program year. Part time employees receive holiday and vacation pay based on the number of hours worked as compared to forty (40) hours.

Benefits

- Health & Welfare - Employees shall continue to be covered by the same health, dental and life insurance programs as provided in the CBA. The employer's contributions are based on the hours regularly worked during the previous school term.
- Pension - employees continue to be covered by the Pension Plan and shall receive the Employer's contribution for hours worked during Summer Camp.

Rights

- An employee shall have the right to be present and to have a Union representative present at any meeting with supervisors or management representatives, which is disciplinary in nature.
- Any employee who is terminated for cause from Summer Camp work and whose employment during the School Term is also terminated shall be entitled to appeal the school-term termination through the Grievance Procedure in the CBA. In such cases, Summer Camp management shall follow the provisions of Section 8 of the CBA.
- Employees may utilize the Grievance Procedure in the CBA for any dispute, which involves the interpretation or application of any provision of this Side Letter of Agreement excluding, however, those provisions, which specifically provide that the decision of the Summer Camp management shall be final.
- Employees shall remain covered by Section 2 of the CBA.

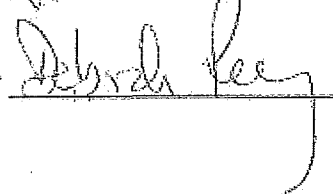
For the Union



Date

10-30-13

For the Center



Date

10/18/2013

