

AGREEMENT

BETWEEN

KAISERMAN JEWISH COMMUNITY
CENTER

AND

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 1739
DISTRICT COUNCIL 47, AFL-CIO

Effective September 15, 2009 through September 15, 2011

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AGREEMENT

THIS AGREEMENT made this fifteenth day of September, 2009, by and between the KAISERMAN JEWISH COMMUNITY CENTER (hereinafter referred to as "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO and LOCAL 1739, DISTRICT COUNCIL 47 (hereinafter referred to as "Union").

WHEREAS, the respective representatives of the members of the Employer and the Union shall in their dealings with each other be leaders in promoting that cooperative spirit and good will which underlines this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and the intention of the parties to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

COVERAGE

The Unit is set forth in the National Labor Relations Board certificate as follows:

UNIT: All professional employees including teachers, public relations specialists, division heads, program assistants, program supervisors, membership counselor, assistant physical education, directors, director of adult programs, project directors, and all non-professional employees including building service employees, including porter caretaker, night building foreman, handyman, matron and drivers. Clerical employees including clerks, secretaries, administrative assistants, register, computer operators, nursery school assistants and senior aides but excluding all other employees including unit director, unit program director, group service director, administrative services director,

nursery school director, Director of cultural and educational services, Director of health and physical education, public director, confidential employees and guards and supervisors, as defined in the Act.

ARTICLE 2

AGENCY SHOP

A. The Agency agrees to establish an agency shop, effective since June 1, 1977, upon the execution of this Agreement. For the purpose of this Agreement, an agency shall be considered one in which all eligible persons shall be liable for union dues or agency shop payments, commensurate with union policy and providing the employee is within the bargaining unit and such employees shall have the option of accepting or rejecting union membership. Upon the execution by the employee of an authorization card, Union dues or agency shop payments will be deducted from all employees' salaries by check off. The management will notify new employees in the unit that it is an agency shop.

B. The Employer agrees to deduct membership dues or agency shop payments, and initiations fees, and annual assessments (applicable to union members only) from wages of those employees who have executed authorizations for such deductions by this agreement. The amounts to be deducted of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization by the employees shall be irrevocable by the employee during the term of this Agreement.

C. The Employer shall provide the Union on a quarterly basis, a list of all employees in the bargaining unit represented by the Union. This list shall contain the employee's name, social security number, address, and class code.

D. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, order or judgements brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provision of this Article.

E. Any new situation that the Employer and the Union determine is not covered by this contract shall be dealt with by joint negotiation.

ARTICLE 3

UNION RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for its employees in the aforementioned unit, with reference to wages, hours and working conditions.

ARTICLE 4

TRIAL PERIOD

Each new employee covered by this Agreement shall serve an initial probationary period for four (4) months. Regular permanent part-time employees' probationary period shall be six (6) months. Any employee who works over twenty hours per week, for ninety (90) days will be considered an employee under this agreement. Under special circumstances, the Employer may request an extension {from the Union} for a twenty-hour employee to work longer than ninety days.

At the conclusion of such probationary periods the probationary employee shall become a regular employee, except that all employees shall be entitled to Employer sponsored Health and Dental coverage after serving three (3) months of continuous employment.

There shall be no probationary period for regular part-time employees with a satisfactory evaluation moving from under 20 hours per week to over 20 hours per week who completed six (6) months of employment.

The Employer may at its option, with the agreement of the Union, extend the probationary period once, for a period equal in duration to one-half of the original specified period.

If the Employer determines through the evaluation process provided that a probationary employee has not performed satisfactorily by the conclusion of or at any time prior to the conclusion of the designated probationary period, the employee shall be entitled to notice of dismissal as follows:

1. Less than two (2) months employment; no notice required;
2. Employed two (2) months but less than six (6) months: one (1) week notice;
3. Employed six (6) months or more: two (2) weeks' notice;
4. Pay in lieu of notice may be given at the sole option of the Employer.

ARTICLE 5

JOB CLASSIFICATIONS

1. PI--PROFESSIONAL GRADE I

Workers in this classification have responsibility for any two (2) of the following functions: 1) supervision of professional workers; (2) are designated "second-in-command" to workers who are excluded from the bargaining unit such as but not limited to, Unit Directors, Unit Program Directors, Group Services Directors, Nursery School Directors, Directors of Cultural and Educational services, and Directors of Health and Physical Education; or (3) are responsible for department's budget. PI employees usually are Program Directors.

Minimum Qualifications: Master's Degree in Social Work or other appropriate degree or substantial experience.

B. PIIA--PROFESSIONAL GRADE II-A

Workers in this classification are responsible for planning and implementation of a variety of programs and activities. They may give direct service to individuals and/or groups, and may supervise part-time personnel and/or students pursuing professional degrees. They are not solely responsible in preparing budgets, but must assist in its preparation, if requested. Position usually includes Program Coordinators.

Minimum Qualifications: Master's Degree in Social Work or related field or comparable experience.

C. PIIC--PROFESSIONAL GRADE II-C

Early Childhood Teachers:

Minimum Qualifications: Bachelor of Arts Degree and state certificate of eligibility.

D. PIII--PROFESSIONAL GRADE III

Workers in this classification have responsibility for direct services to individuals and/or groups and the administrative tasks related to those services. Position usually includes Program Assistants.

Minimum Qualifications: Appropriate Bachelor Degree or comparable related experience.

E. ECA--EARLY CHILDHOOD AIDES

Minimum Qualifications: High School Diploma or equivalent and appropriate experience in childcare.

F. SI--SECRETARY GRADE I

Secretary to a Sub-Executive such as but not limited to Unit Directors, Unit Program Directors, Group Service Directors, Director of Cultural and Educational Services, Nursery School Directors, and Directors of Health and Physical Education. Ability to perform duties with minimum direction. Position usually includes Secretaries and Administrative Assistants (Non-Confidential).

Minimum Qualifications: Three (3) years experience.

High school diploma or equivalent experience.

G. SII--SECRETARY GRADE II

H. CI--Clerk I

Primarily responsible for recording, bookkeeping responsibilities and payroll, cash receipts and is capable of performing responsibilities with minimal supervision.

Position includes Bookkeeping and Administrative Clerks.

Minimum Qualifications: High school education or equivalent and/or training in specific skills of this classification.

I. CII--CLERK II

Perform major responsibilities of either duplication or mail room procedure or data entry. Position includes Clerical and Administrative Service Clerks, Transportation, Duplicating, and mailroom Clerks.

Minimum Qualifications: High school education or equivalent and/or training in specific responsibilities of this classification.

J. CIII--CLERK III

Responsibilities may include switchboard operation, cash intake, serving as receptionist, giving information, greeting the public. Position includes Public Service Clerks, Receptionists, Control Desk, etc...

Qualifications: High School education or equivalent and/or training in specific responsibilities of this classification.

K. MI--MAINTENANCE GRADE I

MAINTENANCE & DRIVERS

Responsible for minor building and equipment repairs. Must have basic knowledge and skills in the use of tools and carpentry. Drivers under this classification are responsible for transportation of clients, goods and related agency errands. Position includes Maintenance Workers, Drivers.

L. MII--MAINTENANCE GRADE II

Major responsibilities for cleaning and service. Position includes Porters and Matrons.

M. MAINTENANCE GRADE III

Maintenance mechanic must have knowledge of basic electrical skills, plumbing and carpentry.

N. REGULAR PART-TIME EMPLOYEE

One who is scheduled to work twenty (20) hours a week or more, but less than thirty-two (32) hours, a minimum of six (6) months out of the fiscal year.

O. LIMITED PART-TIME EMPLOYEE

One who is scheduled to work less than twenty (20) hours per week, in any capacity for the Agency. Limited part-time employees are not covered by this Agreement. The number of part-time employees employed by the Agency shall not be increased during the term of this Agreement. The Agency may, however, hire part-time employees occasionally for positions in the Physical Education Department, and for positions in the After School Care Program.

P. PROBATIONARY EMPLOYEE

New employee, full-time and regular part-time, who has not completed probationary period as specified in paragraph 3 are exempt from the contract.

Q. TEMPORARY EMPLOYEE

One who is employed, full-time or part-time under specific assignment with a termination date of employment or project assigned not more than six (6) months. If employer changes this arrangement, temporary status no longer applies. Temporary employees are excluded from the bargaining agreement.

R. EARLY CHILDHOOD EDUCATION PERSONNEL

The Early Childhood Education program is in operation for ten (10) months of the fiscal year. Early Education Staff are expected to work forty (40) weeks per school year. If the school year is extended beyond forty (40) weeks, early Education Staff will continue to receive their salary.

Kaiserman Pre-School can start anytime after Labor Day. However, the week of staff training can be scheduled before Labor Day. The Kaiserman JCC Early Education calendar for the upcoming fall school year will be provided to the Early Education staff no later than June 30th of the preceding year.

The following policy shall cover Early Childhood Education Personnel:

1. Early Childhood Education Teachers and Aides are entitled to five (5) days emergency leave for reasons of serious illness or death in the immediate Family, during the regular

school year and (1) additional day for those continuing during the Summer Early Childhood Education program.

2. For those employees who regularly work ten (10) months, their two months scheduled leave of absence shall in no way jeopardize benefits and seniority rights.

3. Early Childhood Education Teachers and Assistants are paid for Legal and Jewish holidays which occur during the workweek and when the Early Childhood Education Program is in session, and for no other holiday.

4. Early Childhood Education Teachers and Assistants take their vacations during the winter and spring recesses and are paid for the same between Christmas Day and New Year's Day and between Palm Sunday and Easter Sunday, and paid for during the aforesaid school recesses, which shall constitute their vacation entitlement. Other provision of this Agreement related to vacations will not apply to Early Childhood Education Teachers and Assistants.

5. If an Early Education position (Teacher/Assistant) requires them to change diapers, it must be specified at the beginning of each school year. If position requires the changing of diapers, that position will go to the least senior employee unless someone volunteers.

6. Early Childhood Education Personnel shall, when hired, be furnished by the employer with the information concerning the period of employment, salary and benefits.

S. WORK PERIOD

The regular work week for Early Childhood Education Personnel is to be exclusive of lunch period, consisting of any continued period of work of at least three (3) hours and not more than four (4) hours duration.

ARTICLE 6

MANAGEMENT CLAUSE

A. It is understood and agreed that the Employer, at its sole discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operations of all equipment and other property of the Employers, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion of policy as the functions and programs of the Employer, standard of service, its overall budget, utilization of technology and the organizational structure, selection, and direction of personnel.

B. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

C. The Employer, at its discretion, may utilize part-time employees for a work week of less than twenty (20) hours and such employees are not included in the bargaining unit, but may be directed to do such work for less than twenty (20) total hours, as determined by the Employer.

ARTICLE 7

WORK HOURS AND OVERTIME

A. HOURS OF WORK FOR FULL-TIME EMPLOYEES:

1. Professional Employees: Forty (40) work hours weekly, five (5) days per week; two consecutive work periods per day; maximum of three (3) evenings per week; two (2) days off per week and one (1) of these days can be taken on the weekend.

2. Secretarial/Clerical Employees: Thirty-Five (35) work hours weekly; five (5) days per week; two consecutive work period per day, maximum of three (3) evenings per week; two (2) days off per week and one (1) of these days can be taken on the weekend. Schedule of hours and lunch hours shall be arrived upon with the approval of the Kaiserman Director.

3. Maintenance/Driver Employees: Forty (40) hours per week; five (5) days per week; two (2) consecutive work periods per day.

4. Travel Reimbursement: Employees who use their personal cars for Agency business will be reimbursed for mileage at the maximum rate allowable by the Internal Revenue Service.

B. OVERTIME

Overtime means work performed after completing a scheduled working day or after completing a scheduled workweek.

All overtime must be authorized and recorded by employee's supervisor.

1. **Professional Employees:** For all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, any employee shall receive compensatory time off

on an hour-for hour basis, within thirty (30) days after the overtime is worked. If an employee is prevented by the JCC from taking such compensatory time off during the thirty (30) day period after the overtime is worked, the employee shall be paid on an hour-for-hour basis.

2. **Secretarial/Clerical Employees:** Overtime in excess of seven (7) hours in a work day or thirty five (35) total weekly hours will be paid at the rate of time and one half.

3. **Maintenance/Driver Employees:** For all hours worked in excess of eight (8) hours in any day or forty (40) hours in any work week, employees will be compensated at the rate of time and one-half his or her regular hourly rate of pay. Maintenance/Driver employees who agree to work on Jewish or "Legal Holidays" shall receive normal compensation for these holidays plus time and one-half for hours worked.

4. Regular part-time Secretarial/Clerical and Maintenance/Driver Employees:
Employees shall be compensated on a straight time basis until their total hours shall equal thirty-five (35) hours for secretarial/clerical employees and forty (40) hours for maintenance employees. Thereafter, compensation shall be the same as overtime for full-time employees in the respective classification.

5. All employees are entitled to a one (1) hour meal break as scheduled.

6. **Supper Money:** Any Employee who is required to work one and one-half (1 ½) hour over his or her regularly scheduled hours shall receive eight (\$8.00) dollars as supper money. All supper money shall be paid to the affected employee within two (2) weeks of the date of occurrence.

ARTICLE 8

HOLIDAYS

A. The Following legal holidays shall be considered "paid holidays" for all full-time and regular part-time employees:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
4th of July	Christmas Day

Members of the Unit shall have the option of receiving Martin Luther King Day as a paid legal holiday in place of any of the aforesaid legal holidays or as a day deducted from said employees' vacation time or personal leave day. The Employer may require employees to work on Martin Luther King, Jr. holiday with a seniority rotation for day off in subsequent years.

B. The following Jewish holidays shall be considered "paid holidays" for all full-time and regular part-time professional, Secretarial/Clerical, and Maintenance/Driver Employees:

Rosh Hashanah	Two (2) Days
Yom Kippur	One (1) Day
Succoth	Two (2) Days
Shemini Atzeret	One (1) Day
Simchat Torah	One (1) Day
Passover	1st, 2nd, 7th and 8th Days
Shavuoth	Two (2) Days

When the Employer conducts programs on any of the above holidays (Legal or Jewish) those full-time and regular part-time Professional, Secretarial/Clerical and Maintenance/Driver employees who agree to work shall be compensated in accordance with the schedules listed under Article 7, Section B ("Overtime").

The Agency will close at 2:30 p.m. on the Eve of Yom Kippur, and will also close at 2:30 p.m. on the afternoon prior to the first day of Passover, as well as the first day of Rosh Hashanah.

C. Employees whose participation on any religious holiday would violate their religious convictions will not be required to work on said days.

D. Christian employees who are scheduled to work on Easter Sunday shall not be required to work on Easter Sunday and shall be entitled to have that day off with pay. Christian employees may leave work at 12:00 noon on Good Friday without loss of pay.

E. Legal holidays falling on a Sunday shall be celebrated on the Sunday or the following Monday, as determined by the Employer. For employees who regularly work a Monday through Friday schedule, legal holidays falling on a Saturday shall be celebrated on the preceding Friday. For employees who are assigned to work on a Saturday, a legal holiday falling on a Saturday shall be celebrated on the Saturday.

F. Employees not regularly scheduled to work on a day on which a Jewish holiday falls, shall not be given an alternate day off or otherwise compensated.

G. The above legal holidays shall be paid to the employee irrespective of the day of the week on which they fall and whether they are scheduled to work on that day provided the employee reports to work on their regularly scheduled day before and regularly scheduled day after such holiday. Employees not regularly scheduled to work a full week shall receive a pro-rata payment for holidays, proportionate to the hours of work.

ARTICLE 9

VACATION

A. Annual vacations will be provided as an earned right for full-time and regular part-time employees, commencing on January 1st of every year. All employees are entitled to vacation time at their current rate of pay at the time the vacation is taken.

B. Requirements of Vacation

No vacations are earned until the employee has been in continuous service for six (6) months, however, the accumulation of vacation time shall be retroactive to the employee's first day of employment.

C. Vacation shall be granted as follows:

Professional Employees:

- Twenty (20) days the first five years of employment.
- Twenty-two (22) days after five years of employment.

Secretarial/Clerical, Maintenance/Driver:

- Ten (10) days the first three years of employment.
- Fifteen (15) days after three years of employment.
- After five (5) years of employment all clerical/maintenance employees shall receive one additional vacation day each year not to exceed the maximum of twenty-two (22) days.

Vacation time shall be pro-rated for all part-time employees.

D. The Agency shall notify each employee on May 1st and October 1st of each year as to the amount of vacation that he/she has earned and used. Employees may utilize vacation time once approved in one half (1/2) day increments.

E. If a Legal Holiday occurs during the employee's vacation period on employee's regular workday, it will be added to the vacation time.

F. Vacations shall be arranged for mutual convenience of the Employer and employee. The employee's request shall not be denied unless the employee is given in writing a programmatic reason for the denial. If the employee and supervisor cannot agree on a mutual convenient vacation schedule, the Director of the Kaiserman JCC will resolve any scheduling conflicts.

G. Vacation shall be accumulated each year, and must be utilized by December 31st of every year, except that, December 31, 2009 employees may carryover all of their previously earned vacation time. Effective December 31, 2010, employees may only carry over eight (8) vacation days, unless they get specific authorization in writing from the Director of Kaiserman.

H. Early Childhood Education personnel shall be paid their regular salaries during winter and spring recesses and any other day on which the school is not in session in lieu of any other vacation provisions.

I. Maintenance employees shall be permitted to take at least one-week vacation during the months of June, July or August.

ARTICLE 10

LEAVES OF ABSENCE

A. SICK LEAVE

1. All full-time employees shall be entitled to accumulate eighteen (18) working days sick leave per year with pay, accrued at the rate of one and one-half (1 ½) days per month. Computation of a said amount of days to be in accordance with the date of hire.

2. Sick leave may be accumulated by full-time employees to maximum of one hundred and twenty (120) days.

3. Sick leave may be accumulated by regular part-time employees as above pro-rated for their average working days per week.

4. a. Employees who have less than fifty (50) days accumulated may only use ten (10) days per year, with the remaining eight (8) days being carried over to their bank.

b. Early Education staff hired after September 15, 2009 will receive ten (10) sick days the first two years of employment, fifteen (15) days the third year of employment. Early Education Staff who have less than fifty (50) days accumulated may only use ten (10) days per year, with the remaining five (5) days being carried over to their bank.

5. The only way an Employee has access to their sick leave bank is by;

a. Employee is hospitalized.

b. Employee has been out for ten (10) consecutive days.

c. Approved "FMLA" Leave

6. Employees who have one hundred and twenty (120) days accumulated and use less than six (6) days in a twelve month period will receive a bonus check of one (1) week pay.

7. If employee requires more than the accumulated sick leave, this matter should be referred for action by employee's supervisor to the Executive Director of Kaiserman.

8. Routine visits to doctor and/or dentist, as well as caring for a sick child, shall be counted against sick leave. The employee must give notice to their supervisor.

9. Employee may be required to produce appropriate proof of illness for illness in excess of three (3) consecutive work days in order to be paid for said leave. Union agrees to cooperate with employer to avoid abuses in the sick leave program.

B. EMERGENCY LEAVE

Six (6) days with pay during the year are permitted to full-time and regular part-time employees for emergency leave for death or serious illness in the immediate family (for the purpose of this section, the immediate family shall include parents, children, spouse, spouse equivalent and siblings, grandparents, parents-in-law). Additional emergency leave shall be given for further deaths in the immediate family.

C. JURY DUTY

Calls for Jury Duty shall be discussed with Supervisor and Kaiserman Executive Director. Those who are to serve on a jury shall not receive double remuneration, but in cases where the remuneration for their portions is greater than that offered for jury duty, the Employer shall pay the difference.

D. DISABILITY AND MATERNITY LEAVE

1. After one (1) year of service, a full-time employee shall be entitled to a maternity and/or disability leave up to twelve (12) months without pay which may be extended for an additional six (6) months maximum. However, an employee taking maternity/disability leave may use all accrued sick leave to which he/she is entitled to prior to unpaid leave.

2. An employee who wishes to take a maternity and/or disability leave of more than one (1) month, shall give the Employer three (3) months' notice if possible. If the termination date of maternity and/or disability leave is to be changed by an employee, the Employer shall receive a minimum of two (2) months' notice of such change. Employees on maternity and/or disability leave shall retain seniority and status in Employer's retirement plan, which accrues prior to day of commencement of leave, subject to the terms of the retirement plan.

E. MILITARY LEAVE

1. Military leave shall be granted any full-time employee subject to induction into the armed services, who enters the armed services. Such employees shall be afforded the right to return to employment at termination of initial period of enlistment or induction in accordance with the procedures set forth in Paragraph 2. However, if employee re-enlists, he will forfeit all rights related to military leave. Employee on military leave shall be afforded the protection of his seniority rights and his status in the Employer's retirement plan.

2. Employee who has been granted military leave must make application for reemployment within thirty (30) days after discharge from service and shall be reassigned within thirty (30) days after such application. Upon return, employee's salary shall be paid at the then prevailing rate for the position that he/she occupied at the time of entering service.

3. Employer will make every reasonable effort to place any employee who becomes handicapped as a result of military service, based on employee's capacity to perform job duties.

4. Full-time employee who is subject to induction into the armed services and who is called up for reserve unit or National Guard training or duty shall not be paid for the period away from work, but shall continue to accrue sick and vacation allowance when adequate notification is given to employee's Supervisor.

F. PERSONAL LEAVE

Each employee shall have one (1) personal leave day to be scheduled upon the request of the employee, after approval of Employer during each calendar year.

G. SABBATICAL LEAVE

1. After ten (10) years of continuous satisfactory service, and thereafter at intervals of six (6) years, full-time professional employees shall be eligible for a sabbatical leave of three (3) months at full pay.

2. Sabbatical leave may be granted for the purpose of restoration of health, travel, study or other purpose approved by the Kaiserman Director.

3. Sabbatical leaves are subject to the approval of the Kaiserman Executive Director. In granting sabbatical leave, seniority shall be considered as a factor but shall not be decisive.

4. Every applicant for sabbatical leave must sign an agreement to return to the service of the Employer at the expiration of leave and to remain in service for at least one (1) year thereafter.

ARTICLE 11
COURSE OF STUDY

A. If, in the judgment of the Executive Director of Kaiserman, a course of study which an employee may desire is valuable to the Employer or if the Employer requires an employee to take same, the course of study may be taken as part of the employee's work schedule or compensatory time shall be allowed for this course of study if it cannot be taken as part of the employee's work schedule. In the above circumstances, the Employer will pay the tuition fee and other expenses for the course. Any Early Education employees who are required by Federal or State law or regulation to be re-certified in order to continue their employment shall be reimbursed for the cost of such re-certification.

B. Tuition Reimbursement

All regular full-time employees shall be eligible for tuition reimbursement for up to twelve (12) credits per fiscal year. Regular part-time employees shall be eligible for tuition reimbursement for up to six (6) credits per year. The course of study purpose must be to enhance the employee's ability to better perform his or her job and meet the needs of the Employer, as determined by the Executive Director of Kaiserman. A request must be submitted in writing three (3) months in advance.

Reimbursement shall be provided in accordance with the following rate and schedule:

Undergraduate Courses

A grade of "A" shall merit one hundred (100%) percent reimbursement.

A grade of "B" shall merit seventy (75%) percent reimbursement.

Graduate Courses

A grade of "A" shall merit one hundred (100%) percent reimbursement.

A grade of "B" shall merit seventy-five (75%) percent reimbursement.

Timing of Reimbursement

Employees eligible to receive tuition reimbursement shall receive fifty (50%) percent of the reimbursement upon presentation of the grade and the remaining fifty (50%) percent one (1) year from the date the course was taken. Employees must be employed by the Agency to receive the tuition reimbursement.

ARTICLE 12

INSURANCE

A. HEALTH INSURANCE

1. The Employer shall continue to make available and pay the full cost of health care and dental coverage to full-time and regular part-time employees, through Keystone HMO Plan and Dental, or other significantly similar plan as long as the level of benefits are not diminished. Employees who are Keystone HMO PA covered will not make a contribution toward such coverage. Employees who do not wish to be covered for medical/dental benefits under this contract will receive one hundred and eighty two (\$182.50) dollars and fifty cents per month, either as pay or in some other form such as contributions to a tax sheltered annuity. Any employee hired after November 1, 2000 who does not wish to be covered for medical/dental benefits under this contract will receive one hundred (\$100.00) dollars per month either as pay or in some other form such as contributions to a tax sheltered annuity. No more than ten percent (10%) of the amount of this rebate will be deducted to cover FICA and Social Security taxes.

The Agency shall reimburse employees for their portion of the medical deductibles under the following schedule:

Emergency Room --- \$50.00

Hospitalization -- \$125.00

Maternity (Hospitalization) -- \$125.00

*Employee must provide receipt and payment is limited to the maximum of what the employee actually paid.

2. Effective September 15, 2009, employees who work between twenty (20) and twenty-nine (29) hours per week for the JCC Kaiserman shall pay fifty (50%) of their health insurance premium. However, any current employee working between twenty (20) and twenty-nine (29) hours per week for the JCC who is receiving the same benefit as full-time employees will continue to do so.

3. All personnel who are employed at least nine (9) months shall receive coverage for the balance of the year, provided they are otherwise qualified to receive such benefits.

4. Maternity benefits shall be provided to eligible employees similar to such benefits as provided in the insurance coverage for sickness and in accordance with the provision of the law.

5. Dental Plan

Employer shall contribute to the HMO dental plan and pay the entire cost thereof for the term of this Agreement. Such payment shall be for employees defined as full-time and part-time elsewhere in this contract.

B. GROUP LIFE INSURANCE

All Full-time employees and Early Childhood Education staff who teach at least twenty (20) hours of class time per week will receive Ten Thousand (\$10,000.00) dollars worth of non-contributory Group Life Insurance after three (3) months of service, at no cost to the employee. Such employees may purchase additional contributory Group Life Insurance. A pamphlet explaining the group insurance shall be given to each eligible employee prior to date of eligibility.

C. LONG TERM DISABILITY

All employees will receive a long-term disability benefit that provides each employee with $\frac{2}{3}$ salary minus social security. There will be a six (6) month waiting period and two-year limit on benefits.

D. MALPRACTICE INSURANCE

The Employer shall carry malpractice insurance for all employees in an amount, which, in its sole discretion, shall be deemed necessary. Information concerning such coverage shall be furnished to any employee upon request.

E. BENEFIT PACKAGE

The Employer shall provide written information describing the benefit package (health, dental, pension, life insurance, (tax sheltered deferred compensation plan if one is available) so that the information will be available for employees.

ARTICLE 13

RETIREMENT

Effective October 1, 2009, participation in the 403(b) plan shall be suspended and no further contributions shall be made, pending a determination by the JCC Kaiserman as to whether it will continue to participate in the Jewish Federation Pension Plan. In January, 2010 or at the point when the cost of continued participation in the Jewish Federation Pension Plan is determined, the parties will meet and negotiate as to whether the JCC Kaiserman will continue to participate in the Jewish Federation Pension Plan, the terms of the continued participation, if any, and the possibility of restitution of the 403(b) plan. No new employees will be permitted to enter the Jewish Federation Pension Plan until the above issues are resolved.

ARTICLE 14

EVALUATIONS

A. Evaluations shall be made at the end of the probationary period for all employees, then annually. Evaluations for professionals are subject to the special grievance procedure as follows:

Submission of the grievance concerning an evaluation of a professional employee shall be presented to an arbitrator educated in the particular discipline of the grievant, and mutually selected through the American Arbitration Association. The expense of the Arbitration shall be borne equally between the parties hereto.

1. Professional employees shall receive an evaluation between April 1 and April 31.

2. Clerical employees and all other employees will be evaluated between September 1 to September 30.
 3. Early Childhood Education Teachers and Aides shall be given their annual evaluation between May 1 to May 31.
 4. All employees are given copies of all written evaluations. All evaluations shall be expunged from the record after three (3) years. If they differ with any part of it, they have the right to have the differences filed with the evaluation and made part of the record, and may appeal to the next higher supervisor and if desired, to the Kaiserman Executive Director.
- B. When a Supervisor responsible for the job performance of other employees leaves the Employer, such Supervisor shall update evaluations on all employees supervised.
- C. Employer agrees to discuss the evaluation process with a joint labor management committee composed of its own employees (equal number of Union and Management) with aim of developing general conditions for uniform standards for each classification. There shall be no referral to a grievance or arbitrator in the event no going decisions are reached.

ARTICLE 15

WAGE INCREASES

- A. Effective September 15, 2009 all employees will receive two (2%) percent increase to their base salary.

- B. Effective September 15, 2010 all employees will receive two (2%) percent increase to their base salary.
- C. Effective March 1, 2011 all employees will receive a one (1%) percent increase to their base salary.

All increases will be pro-rated for permanent regular part-time employees.

D. LONGEVITY

In addition to all employees' yearly contracted salary increases, the Agency shall pay to employees' lump sum longevity bonuses based on the following schedule:

5 to 9 Years of Service ----- \$300.00

10 to 20 Years of Service ---- \$500.00

Over twenty Years of Service ----- \$700.00

Any employee who, after payment of one of the lump sum longevity bonuses set forth above, shall obtain sufficient service to move into a category with a higher longevity bonus shall, in the calendar quarter in which the employee reaches that level of service, receive the difference between the bonus already paid and the bonus to be paid for the higher level of service.

Example: An employee who, after receiving the nine year bonus of \$300, during the term of this agreement then reaches his/her tenth anniversary date, shall receive an additional \$200 during the calendar quarter when said anniversary date occurs.

Any employee with more than twenty (20) years of service who leaves employment prior to March 15, 2002 shall nonetheless on that date receive the lump sum longevity bonus.

E. Where a grantor, as part of the grant, provides money to pay any employee a salary increase beyond the increases called for above said employee shall receive the salary increase called for by the grantor and where the salary increase provided by the grantor is less than that called for by this agreement, the employee shall receive the increase called for in this agreement.

F. The Agency shall pay all employees on a bi-weekly basis.

ARTICLE 16

DISMISSALS AND RESIGNATIONS

A. The Employer shall give written warning notices to employees of unsatisfactory performance and a statement that if the performance is not improved the employee may be discharged. A copy of said notice shall be given to the Union. Said notice shall only have a six (6) month limit from the date of its issue. During said warning period, management shall actively supervise said employee.

B. DISMISSALS FOR REASONS OF UNSATISFACTORY PERFORMANCE

All employees about to be dismissed for unsatisfactory performance shall be entitled to a written explanation giving specific reasons and two (2) weeks severance upon dismissal, excluding employees about to be dismissed for gross misconduct. Written notification shall also be given to the appropriate Union representative.

C. GROSS MISCONDUCT

Any act that endangers the welfare of any member of JCC or employee, or any intentional damage to the physical property of the Agency, or any employees working under the influence of unprescribed chemical substances can be construed as gross misconduct. Dismissal for gross misconduct shall be subject to grievance procedures as outlined herein.

The provisions for advance notification, severance pay and terminal vacation pay do not apply to employees dismissed for gross misconduct.

D. All employees other than those being dismissed for gross misconduct shall be entitled to severance pay as outlined in Section 15(B), as well as unused accrued vacation time.

E. Terminal Vacation Pay

Terminal vacation is paid only after six (6) months of employment and is calculated on a pro-rated basis. Terminal vacation for staff members ending employment at their anniversary date will be paid at rate of current working year.

F. RESIGNATIONS

Notice

1. Employees are expected to give appropriate notice of resignation. Such notice shall be a minimum of three (3) weeks in the case of professional and administrative employees and two (2) weeks in the case of secretarial/clerical and maintenance/driver employees. The Employer may withhold terminal vacation benefits from employees who resign without such notice.

G. RETRENCHMENT AND REORGANIZATION

1. In the case of retrenchment or reorganization, the Employer shall have the responsibility that every effort shall be made to transfer the employees affected to other positions of similar responsibility and salary.

2. When dismissal or downgrading becomes necessary as a result of a retrenchment or reorganization program, the Union shall be so advised and be given the opportunity to meet with appropriate officials of the Employer for discussion. However, the specific individuals to be dismissed or downgraded in implementation of such a program shall be determined by the Employer with due regard for seniority within each job title.

3. After retrenchment, when the Employer hires (other than by downgrading), released employees if qualified, available, and desirous of being rehired, shall be hired in reverse order in which they were laid off before any other employee are hired.

4. All employees dismissed for reasons of retrenchment or reorganization shall receive a minimum of four (4) weeks' prior notice. At its sole option, the Employer may give pay in lieu of the required notice.

5. SEVERANCE

Employees who are dismissed as a result of a retrenchment and have completed one (1) full year of employment are entitled to severance pay as follows:

One (1) week's salary for each of the first four (4) years of employment and two (2) weeks salary for each additional year of employment to maximum severance allowed equal to twenty-six (26) weeks' salary.

6. DOWNGRADING

An employee may be downgraded (a reduction in salary and/or responsibility) due to retrenchment or reorganization. If change is accepted within two (2) weeks, he/she continues employment; if not acceptable, he/she may refuse and be entitled to accrued vacation and full severance.

ARTICLE 17

PROMOTIONS

Promotions to higher classifications within the Agency, at the sole discretion of the Employer, shall be made on length of service to the Agency, skills, education, experience, and ability. Promotion shall be given to the employee with the highest seniority when all other qualifications are equal in opinion of management. Employees shall be notified when vacancies appear.

When an employee within the bargaining unit is promoted or a vacancy filled, the Agency agrees to notify the appropriate Union representative of salary, classification, duties, and any other changes or conditions.

ARTICLE 18

SENIORITY

Seniority will be considered as length of service with the Agency from the initial date of hiring. Any employee who changes his or her position within the Agency shall retain seniority. Employees shall also have seniority by job classification. However, employees may be laid off if junior in any job classification but said employee may bump a junior in any job classification which he/she formerly held if he/she is senior by Agency seniority, subject to dismissal procedures defined elsewhere in this contract.

Within thirty (30) days after execution of this Agreement the Employer will make available to the Union a Seniority List of all bargaining unit employees. Such list will be kept current.

ARTICLE 19

GRIEVANCE PROCEDURE

A. In so far as permitted by law, the employee who feels aggrieved shall first discuss his/her problem with Union steward and then his/her immediate supervisor. The Union representative must accompany the employee at any stage of the grievance procedures.

B. If the problem has not been resolved with the Employee's immediate supervisor, the Union steward shall then put the complaint in writing to the Supervisor who shall endeavor to meet with the employee within one (1) week. If for some reason this cannot be done or the problem is not resolved, the representative for the Union may then seek a conference with the Kaiserman Executive

Director. The Employee may invite another employee to participate in the conference with the Supervisor or the Kaiserman Executive Director. If the employee requests a conference during working hours, the shop steward and such additional personnel as shall be directed by the employee to attend, shall receive pay for their regular time lost because of attendance at the conference.

C. If an agreement is not reached at this point, within a total of fifteen (15) working days, the Union may then submit the grievance to Arbitration within an additional thirty (30) days, or it is waived. In the event that the parties are unable to come to an agreement with respect to the grievance, the matter may be submitted by either party to the Impartial Arbitrator, whose decision shall be final and binding. The Impartial Arbitrator shall serve for each grievance.

If the parties are unable to agree on an Impartial Arbitrator, the matter shall be submitted to the American Arbitration Association in accordance with its rules and regulations for the purpose of obtaining an Impartial Arbitrator whose decision shall be final and binding. The expenses of any arbitration shall be borne equally between the parties hereto.

ARTICLE 20

DISCHARGES

Non-probationary employees shall be disciplined or dismissed only for just cause, and the discipline or dismissal of such employees shall be subject to the grievance procedure outlined in Article 19. Non-probationary employees shall be given two (2) weeks' notice of discharge, but the Agency may suspend employees, without pay, pending discharge in all cases, except for discharges for incompetence. Non-probationary employees shall be advised in writing of the triggering

incident(s) for suspensions or discharges within five (5) days, excluding Saturdays, Sundays and Holidays (as recognized by this agreement).

ARTICLE 21

STRIKES OR LOCKOUTS

Since this Agreement provides for a procedure for the orderly and amicable adjustment and settlement of any and all disputes, differences, and grievances, there shall be no resort to strikes at any time (which includes stoppages or slowdowns of work by the employees), nor lockout by the Employer of any employee or group of employees.

ARTICLE 22

STAFF USE OF AGENCY SERVICES

A. All full-time and regular part-time employees, their spouses, and unmarried dependent children and wards living at home shall be extended full non-voting membership privileges of the Kaiserman JCC (with the exception of Health Club usage).

Staff use of Health Club must be arranged with the Kaiserman Executive Director and the Branch Athletic Director.

B. For all activities where enrollment is limited, all full-time employees and above-named spouses and dependents shall receive fifty (50%) percent discount off membership enrollment fees of Nursery School, Kindergarten, Day or Resident Camp, and the class fees provided it does not violate contractual arrangements with instructors and that requirements of activity are fulfilled. Effective September 1, 2010, for all activities where enrollment is limited, all full-time employees

and above-named spouses and dependants shall receive twenty-five (25%) percent discount off membership enrollment fees of Nursery School, Kindergarten, Day or Resident Camp.

C. For activities where enrollment is not limited, all employees are to be given two (2) tickets for personal use.

ARTICLE 23

WORKING CONDITIONS

A. A lounge area for employees only shall be provided by the Employer.

B. If the inside temperature reaches 85 degrees Fahrenheit in summer in a building with no or malfunctioning air conditioning, employees will be dismissed for the remainder of the day with no loss of time or pay unless a suitably comfortable place to work can be provided by the Employer. In the event that the heating system malfunctions, employees will be dismissed for the remainder of the day with no loss of time or pay unless a suitable comfortable place to work can be provided by the Employer.

ARTICLE 24

CIVIL RIGHTS

A. The Employer and the Union shall not discriminate nor perpetuate the effects of past discrimination, if any, against employees or applicants for employment on account of race, color, age, religion, creed, sex, sexual preference, national origin or physical disability (if able to do the job in the sole determination of Employer). Employer and Union shall meet to review the above and to agree upon steps to continue compliance. If either feels that there has been infringement of the above section, they may invoke the Arbitration procedures of this Agreement to resolve the dispute.

ARTICLE 25

UNION BUSINESS

A. The Employer agrees to provide space on bulletin boards for the Union to announce meetings, elections of officers of the Union, and any other material related to Union Business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union Business to local official Union representatives at appropriate facilities to which mail is delivered. Such mail shall not be read by other than the addressee.

B. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises.

C. Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's personnel officer or his/her designated representative. Any additional costs involved in such use must be paid for by the Union.

ARTICLE 26

UNION LEAVE

Union officials or elected delegates, to a maximum of two (2) shall be granted up to ten (10) days leave without pay each year, or charged to vacation time, without loss of seniority or credit where such time is necessary to enable them to attend official Union conventions and conferences. Such employees will also notify the Employer in writing, if possible, at least two (2) weeks in advance of the proposed meeting.

ARTICLE 27

CONFERENCES

Professional employees shall be permitted to attend conferences related to their field upon application to the Kaiserman Executive Director, which said attendance may be approved or disallowed at the sole discretion of the Kaiserman Executive Director. If the Kaiserman Executive Director approves the request for attendance at a conference relating to the employee's field, said employee shall receive their salary for time they attend the conference, and a per diem expense reimbursement set at the sole discretion of the Kaiserman Executive Director.

ARTICLE 28

P.E.O.P.L.E. CHECK-OFF

The Agency will permit voluntary contributions to be made by employees to the Union's P.E.O.P.L.E. committee through an employee authorized payroll check-off system.

ARTICLE 29

SNOW DAYS

The Executive Director of Kaiserman may close the Kaiserman JCC because of snow. If any bargaining unit personnel are requested to remain after a unit is closed because of snow, then such employees shall be paid time and one half for all hours worked after that unit is closed. Any employee who is scheduled to report to work before 7:00 a.m. and he or she arrives at work to discover that because of weather, the building is closed, the employee shall be entitled to four (4) hours of reporting pay. When the Lower Merion School District closes because of inclement

weather Kaiserman pre-school will close. The Early Education Staff must make up the days at the end of the school year up to ten (10) days.

Whenever a Branch is closed to the membership it serves, employees will not be required to report to work, without loss of pay.

ARTICLE 30

CREDIT UNION

When so authorized by the individual employee, in writing, the Employer agrees to deduct, on a bi-weekly basis, from the salary or wages due that employees, the amount so authorized in writing to be deducted, and shall remit said amounts on the first day of each calendar months, to the Employee Credit Union on behalf of the said employees.

ARTICLE 31

LABOR MANAGEMENT COMMITTEE

The parties hereto agree that there shall be a Labor Management Committee composed of not more than three (3) representatives of each party which shall meet quarterly to discuss common problems.

ARTICLE 32

Minimum Starting Salaries

Classifications	9/15/09	9/15/10	3/15/11
Professional Grade I	\$23160.00	\$23623.00	\$23860.00
Professional Grade IIA	\$22835.00	\$23291.00	\$23523.00
Professional Grade IIB	\$22291.00	\$22737.00	\$22964.00
Professional Grade IIC	\$20355.00	\$20762.00	\$20970.00
Professional Grade III	\$21747.00	\$22182.00	\$22404.00
Early Childhood Aides	\$13570.00	\$13841.00	\$13980.00
Secretary Grade I	\$15831.00	\$16148.00	\$16310.00
Secretary Grade II			
Clerk I	\$19592.00	\$19984.00	\$20184.00
Clerk II	\$19100.00	\$19481.00	\$19676.00
Clerk III	\$15831.00	\$16148.00	\$16310.00
Maintenance Grade I	\$17704.00	\$18058.00	\$18239.00
Maintenance Grade II	\$16516.00	\$16846.00	\$17015.00
Maintenance Grade III	\$29403.00	\$29991.00	\$30290.00

ARTICLE 33

TERM OF AGREEMENT

This Agreement shall be binding on the parties hereto written, and shall remain in full force and effective for a period commencing from the date hereof and expiring September 15, 2011.

Notice of termination may be given by either party in writing, by certified mail at least sixty (60) days prior to the expiration date hereof. Otherwise, said agreement shall continue for an additional period of one (1) year on the same terms and conditions.

In WITNESS WHEREOF, the parties have unto set their hands and seals the day and year first above written.

KAISERMAN
JEWISH COMMUNITY CENTERS

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL 1739,
DISTRICT COUNCIL # 47

SIGNED: _____

SIGNED: _____

SIGNED: _____

SIGNED: _____

