

Collective Bargaining Agreement

between

**International Brotherhood of Electrical Workers Local
Union 465**

and

The New Children's Museum

Term: January 1, 2020 through December 31, 2023

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AGREEMENT

This AGREEMENT is entered into as of the 1 day of January 2020, by and between **The New Children's Museum**, hereinafter referred to as the "Museum" and the **International Brotherhood of Electrical Workers Local Union 465 AFL-CIO**, hereinafter referred to as "Union".

ARTICLE 1. Recognition

Section 1. The Museum recognizes the Union as the exclusive representative of the Employees of the Museum, listed in **Article 29**. All other persons, including, but not limited to, all managers and confidential Employees shall be excluded from the bargaining unit. Positions in the unit are limited to the positions listed in **Article 29** of this Agreement, and to other positions within the bargaining unit created during the term of this Agreement, as provided for in **Article 29, Section 2**.

ARTICLE 2. Union Security

Section 1. All full-time and regular part-time members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days from the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment. During the term of the Agreement, the Museum will honor written Dues Deduction Authorization forms for payment of dues or service fees. The Museum will remit the monies deducted pursuant to such assignments on the last pay period of each month for the then current membership dues. However, the Union and the Museum may make other arrangements by mutual consent. The Union will hold the Museum harmless against any claim or obligation which may be made by any person or organization by reason of deduction of Union membership dues or service charges.

Section 2. An Employee who fails to satisfy their obligations outlined in Article 2, Section 1 of this Agreement shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union.

Section 3. The Union agrees that it will indemnify and hold the Museum harmless from any recovery or damages sustained by reason of any action taken under Article 2 of this Agreement.

ARTICLE 3. Management Rights

Section 1. Except as restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in the Museum, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to manage its business generally; to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, transfer, assign, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the order and efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to determine the schedules of production and the size of crews; to set the starting and quitting time and the number of hours and shifts to be worked; to close down the Museum's operations; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Museum; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Museum; to determine and implement policies, rules, regulations, and practices relating to safety, health and environment; to issue, amend, and revise policies, rules, regulations, and practices regarding plant and Museum operations and employee conduct, attendance, and discipline; and to take whatever action is appropriate in the sole discretion of the Museum to determine, manage, and fulfill the mission of the Museum and to direct the Museum's employees.

Section 2. The Museum shall have the right to use independent contractors to perform work or services, provided such use does not adversely impact bargaining unit Employees or cause a reduction in workforce.

Section 3. The Museum agrees that it will give the Union at least two weeks' notice before adopting or changing any rule, policy, or practice having a significant impact upon one or more members of the bargaining unit. If the Union requests, the employer will engage in good faith negotiations, to agreement or impasse, before carrying out the change.

ARTICLE 4. No Lockouts or Discrimination

Section 1. There shall be no lockout of or strike by Employees by the Museum during the life of this Agreement.

Section 2. The Museum and the Union agree not to discriminate against any Employee in regard to hiring or any condition of employment by reason of the Employee's Union membership, concerted Union activity or lack thereof, race, ethnicity, color, religion, political affiliation, sex, gender identity, gender expression, sexual orientation, age, national origin, disability, HIV/AIDS status, weight or height or any other protected categories.

ARTICLE 5. Hours of Work, Work Week & Breaks *(Modify Section 3-6 and 3-7 of the Employee Handbook)*

Section 1. Normal Work Periods

- (a) A work week shall be defined as a seven (7) day period starting on Sunday and concluding on that Saturday. *(TA on 3/12/2020 from Museum counter # 2)*
- (b) Pay periods are defined as the first (1st) through the fifteenth (15th) and the sixteenth (16th) through the last day of the month, with pay days being on the fifth (5th) and the twentieth (20th) of each month for the pay period immediately preceding.
- (c) If the designated payday falls on a Saturday, Sunday, or holiday, paychecks will be distributed on the weekday preceding the normal payday.
- (d) All Employees shall set regular weekly availability and will not be scheduled on their days off without notice and verbal consent from the Employee. The Union reserves the right to require written consent.
- (e) No Employee shall be required to work more than five (5) consecutive days without notice and verbal consent from the Employee for each instance.

Section 2. Full-Time Employees

- (a) Full-time Employees are scheduled to work thirty (30) or more hours per week.
- (b) The normal work week for full-time Employees will be forty (40) hours in five (5) workdays excluding unpaid meal periods, except at mutual agreement of the Employee and the Museum.
- (c) The normal work day for full-time Employees will be eight (8) hours per day, excluding a thirty- (30) minute unpaid meal period.

Section 3. Part-Time Employees

- (a) Part-time Employees are scheduled to work by the Museum on an as-needed basis but shall be scheduled for a minimum of two (2) eight (8) hour days, excluding a thirty- (30) minute unpaid meal period, and one (1) four (4) hour day in a single work week unless otherwise agreed upon by the Employee and the Museum.
- (b) Part-time Employees shall not be required to work over twenty-nine (29) hours per work week without a signed agreement from the Museum, the Employee, and the Union at least one week prior to the scheduled assignment.
- (c) If a part-time Employee is found to be working over twenty-nine (29) hours per week on average within a quarter, they have the right to petition for full-time status and all rights and benefits such a designation brings. Employee schedules may vary based on the needs of the Museum and availability of the Employee. If an employee drops below twenty-nine (29) hours a week on average for a full quarter, they no longer are eligible for full-time benefits.

Section 4. Meal Breaks

- (a) The Museum will administer meal breaks in full compliance with California law.
- (b) Employees shall contact Human Resources, their manager, or a Shop Steward if they are not provided with a meal period or if anyone directs or encourages them to skip their meal period.

Section 5. Rest Periods

- (a) Will be administered in compliance with California law.
- (b) Employees shall be relieved of all their work duties during their rest period(s), and they are free to use their rest period time for whatever purpose they desire.
- (c) Employees must contact Human Resources, their manager, or a Shop Steward if they are not provided with a rest period or if anyone directs or encourages them to skip their rest period.

Section 6. Personal Wellbeing Periods

- a) Employees must be allowed to step away from their duties during a shift for a “Personal Wellbeing Period” due to physical illness, mental health disturbances, or interactions with an antagonistic guest, given that they notify their direct supervisor in advance and their absence will not cause undue hardship to the functioning of the Museum. Efforts will be made to find coverage during a “Personal Wellbeing Period.” A conversation with a manager must occur after the

absence exceeds thirty (30) minutes to assess if returning to work is feasible or if the Employee will be released for the remainder of their shift. Sick or vacation time may be applied, or the Employee may leave without pay.

- b) Employees are not allowed more than one (1) Personal Wellbeing Period per shift and not more than two (2) Personal Wellbeing Periods per week.
- c) Employees must contact Human Resources, their manager, or a Shop Steward if they believe they are consistently and maliciously prevented from being provided with a “Personal Wellbeing Period” when they ask for one.

ARTICLE 6. Overtime

Section 1. Overtime shall not be mandatory and shall be evenly distributed among each classification in the workgroup. All scheduled overtime shall be posted at least one (1) week in advance unless emergency circumstances require otherwise and the affected Employees consent to working the unplanned overtime.

Section 2. The Museum will administer overtime pay in full compliance with California law.

ARTICLE 7. Mileage & Parking *(Modify Section 6-9 of the Employee Handbook)*

Section 1. Employees who are requested to use their own vehicle for Museum business shall be reimbursed for mileage at the rate established by the Internal Revenue Service and for all necessary parking and toll expenses, provided necessary documentation is submitted to the Museum.

Section 2. An Employee shall have the right to refuse the use of their own vehicle for Museum business.

Section 3. If an Employee is required to travel away from the Museum for Museum business during their shift and they are unable or do not wish to use their own vehicle, they shall, with prior approval by their Manager reimbursed for the full cost of any cab, public transportation, or rideshare (Uber, Lyft, etc.) costs accrued as a result of such travel.

ARTICLE 8. Holidays *(Modify Section 4-1 & 4-2 of the Employee Handbook)*

Section 1. The Museum shall designate ten (10) paid holidays each year for all full-time employees. Based on the rotation of dates on the calendar each year, specific dates will be assigned each year.

- (a) If any of the designated holidays fall on an Employee's regularly-scheduled day off, they shall work with their manager to determine another day within the same or subsequent pay period to designate as their holiday.
- (b) If any full-time or part-time Employee is required to work on any of the holidays above, the Employee shall be paid one and a half (1.5) times their regular rate of pay for the hours worked or take the day off with regular pay. Full-time Employees may choose to take another day off in lieu of receiving additional holiday pay. These in-lieu days must be taken within the same pay period with supervisor approval.
- (c) Upon written advance notice of twenty-one (21) days, Employees may substitute alternate religious or cultural holidays for any holiday the Museum is open. Employees opting into this and working on the established paid holidays would not be eligible for holiday pay on those days.

Section 2. All part-time and full-time Employees shall also receive two (2) floating holidays to be used with the prior approval of their Manager at the sole discretion of the Employee (for example, their birthday or Comic Con). Floating holidays are not considered vacation time, and therefore do not accrue and are not paid out upon termination of employment. The parties explicitly waive the anti-forfeiture protections set forth in the Labor Code section 227.3.

ARTICLE 9. Vacation *(Modify Section 4-3 of the Employee Handbook)*

Section 1. All full-time Employees shall accrue vacation on the following schedule:

1 month - 5 years of service	10 working days (80 hours)
Over 5 years of service	15 working days (120 hours)
Over 20 years of service	18 working days (144 hours)

- (a) Vacation shall accrue at the rate of 6.6 hours per month for years one (1) through five (5), at the rate of 10 hours per month for years five (5) and above, and the rate of twelve (12) hours a month for years over twenty (20).

Section 2. There will be no blackout days for vacation time, but the Museum must be able to staff to fulfill its needs and may deny vacation requests on that basis. Should there be a conflict in choice of a vacation day(s), the preference shall be given to the Employee who submits their request first.

Section 3. An Employee who is terminated for any reason shall receive payment at their final rate of pay for all vacation earned and not taken.

Section 4. All full-time and part-time Employees shall request paid vacations in the online time-card system. All Employees who are scheduled via the online scheduling system shall also submit any paid or unpaid time-off requests in that system. Vacations and time off shall be approved or denied through those systems by the Employee's manager or scheduler within seven (7) calendar days of receiving the request. Vacation requests shall be made at least twenty-one (21) calendar days in advance except in case of emergency or with mutual agreement between the Employee and their manager. Scheduled vacations shall not be cancelled or rescheduled by the Museum except in cases of mutual agreement.

Section 5. Unused vacation time shall roll over into the next year. Employees will continue accruing vacation time until they reach the maximum of one and a half (1.5) times their annual accrual rate (e.g. one hundred and twenty (120) hours for years one (1) through five (5), which are the "caps" on an employee's vacation accrual). Employees are encouraged to take their vacation in the year it is earned. Once an Employee accrues the maximum cap, they will stop accruing paid vacation benefits until vacation is taken and the Employee's accrual balance drops below the maximum cap.

ARTICLE 10. Sick Leave *(Modify Applicable Language in Section 4-4 of the Employee Handbook)*

Section 1. All Employees begin to accrue sick pay immediately upon commencement of their employment and may not begin using accrued sick time until their ninetieth (90th) day of employment. For full-time Employees, sick leave shall accrue at the rate of one (1) day or eight (8) hours per month. For part-time Employees, sick leave shall accrue at the rate of one (1) hour for every twenty-two (22) hours worked. Sick leave shall accrue until the Employee has ten (10) days or eighty (80) hours of sick time. Once an Employee reaches the maximum accrual cap of eighty (80) hours, the Employee will not accrue additional sick time until their accruals fall below the maximum accrual cap. There is no limit on how many hours of their accrued sick time any Employee is allowed to use per year.

Section 2. Employees shall be permitted to take mental health days and will apply sick leave time to cover these days.

Section 3. Employees may take time off work under this policy for the diagnosis, care, or treatment of an illness, injury, or medical condition of an Employee or family member as defined by law. Sick leave shall not be unreasonably withheld for caring for someone the Employee considers to be a family member.

Section 4. Sick leave will be permitted for other emergencies as provided by federal, local or state labor laws.

Section 5. An Employee shall be eligible to receive donations of sick leave to be included in the Employee's sick leave balance if they are suffering from a serious health condition, or are caring for a family member who has suffered from a serious health condition, which prevents the Employee from being able to work for a prolonged period. It is the intent of the parties to implement this section consistent with IRS Revenue Ruling 90-29. The Museum shall report all sick leave used under this Section as income to the recipient Employee on their W-2. Employees are advised that, if the IRS determines this provision is not in compliance with IRS Revenue Ruling 90-29, there may be tax implications for both the recipient and donor Employee.

Eligibility:

1. The recipient Employee must have passed the introductory probationary period and must be a regular full, or regular part-time Employee.
2. The recipient Employee, the family of the recipient Employee, or other person designated by the recipient Employee must submit a request to the Human Resources Manager that describes the qualifying serious health condition.
3. The recipient Employee is not eligible until their personal paid leave has been exhausted; however, the request may be initiated prior to an anticipated date when leave balances will be exhausted.
4. To ensure that all leave transferred is used for medical leave by the recipient, a medical verification indicating the duration of requested leave should be provided by the recipient Employee.
5. A recipient Employee is eligible to receive only the amount of time needed to cover their approved leave.
6. Donations shall be made in eight (8) hour or four (4) hour increments.
7. Time donated in any pay-period may be used in the following pay-periods. No retroactive donations will be permitted.

8. The donor's hourly rate will be converted to the recipient's hourly rate and then added to the recipient's sick leave balance on an hour-for-hour basis.

9. The Donor must maintain a minimum of three (3) days sick leave balance after donating.

ARTICLE 11. Seniority, Probationary Period and Discharge

Section 1. Except as otherwise provided in this Agreement, seniority shall be defined as a regular Employee's length of service measured from the Employee's original date of hire (day, month and year of original employment) following completion of the probationary period.

Section 2. There shall be a probationary period of ninety (90) calendar days of regular employment for all regular Employees. Upon successful completion of the probationary period, the Employee's seniority shall be counted from the first (1st) day of said probationary period.

Section 3. During the initial probationary period the Museum may discharge a probationary Employee for any reason.

Section 4. All non-probationary Employees shall not be disciplined or discharged without just cause.

Section 5. Upon successful completion of the probationary period, the Employee shall receive a copy of the Change of Status form notifying the Employee of the new position. A copy of this notice will also be sent to the Union.

ARTICLE 12. Grievance and Arbitration

Section 1. General Provisions

a) This grievance and arbitration procedure is the sole and exclusive procedure for resolving grievances that arise out of the Collective Bargaining Agreement.

b) Should any disagreement or dispute arise between the Museum and the Union as to the interpretation or application of this Agreement, both the Union (for itself and/or as the exclusive representative of bargaining unit employees) and the Museum agree to resolve any and all such disagreements or disputes by means of this grievance and arbitration procedure to the full extent permitted by law.

Section 2.

Grievance Procedure

a) **Alternative Informal Process.** In lieu of the Union filing a formal grievance, an employee who believes that he or she has a cause for a grievance may present a complaint informally to his or her immediate supervisor with or without representation by the Union. A discussion between the supervisor and the employee, with or without a Union representative, will take place in an attempt to resolve the complaint. The Union may also present complaints informally to the immediate supervisor of an aggrieved employee or to a managerial employee responsible for labor relations functions. Any resolution of a complaint by an individual employee pursuant to this informal process shall not be binding on the parties with respect to any future complaints or grievances. Absent mutual written consent, the use of this informal process will not stay the time limits herein for filing a formal grievance.

b) **Formal Written Grievance Process.** The formal grievance procedure must proceed according to the following four-step process.

i. Step One. The Union may file a written grievance with the Museum's Human Resources Department and/or designee of the Museum within fifteen (15) calendar days following the date on which the Union became aware, or could reasonably have become aware, of the facts which form the basis of the grievance. The basis of the grievance must be set forth with reasonable particularity, including a designation of the article(s) and section(s) of the Agreement allegedly violated and the remedy sought. The Museum's Human Resources Department will attempt to adjust the grievance with the appropriate Union representative. The parties will act in good faith to find a mutually agreeable time to discuss the grievance within ten (10) calendar days of the receipt of the Union's Step One grievance request. The meeting shall be between the Union representative, the grievant, the Shop Steward, and the Museum's Human Resources Department or designee. The Museum's Human Resources Department will issue a written response within seven (7) calendar days of the Step One meeting and state the basis for any determination of the issues raised by the grievance.

ii. Step Two. If the matter is not resolved at Step One, the Union may escalate the grievance to Step Two by filing a written request to the Museum's Chief Operating Officer to advance the grievance to Step Two. The Union must file this request within ten (10) calendar days following the Museum's Step One 2 written response.

The Museum's Chief Operating Officer will attempt to adjust the grievance with the appropriate Union representative. The parties will act in good faith to find a mutually agreeable time to discuss the grievance

within ten (10) calendar days of the receipt of the Union's Step Two request. The meeting shall be between the Union representative, the grievant, the Shop Steward, and the Museum's Chief Operating Officer or designee. The Museum's Chief Operating Officer will issue a written response within seven calendar days from the date the Union files its written request to escalate the grievance to Step Two. The response will state the basis for any determination of the issues raised by the grievance.

iii. Step Three. If the grievance is not resolved at Step Two, the Union may escalate the grievance to Step Three by filing a written request to the Museum's Executive Director or CEO to advance the grievance to Step Three. The Union must file this request within ten (10) calendar days following the Museum's Step Two written response.

The parties will schedule a Step Three grievance meeting for a mutually convenient date that is within fifteen (15) days of the date the Union files its written request to escalate the grievance to Step Three, unless the parties agree to extend this deadline. Attendees at the Step Three meeting shall include a representative of the Museum and the Union. Within ten (10) calendar days of the close of the Step Three meeting, the Museum's Executive Director or CEO will issue a decision on the grievance and state the basis for his or her decision.

iv. Step Four. If the Union is not satisfied with the Step Three decision, it may file a demand for arbitration. The Union must file this demand within fifteen (15) calendar days of the date the Museum issued its Step Three decision. The demand for arbitration shall specifically state: (i) the issues to be arbitrated; (ii) the article(s) and section(s) of the Agreement allegedly violated; (iii) and the remedy sought. The issues and article(s)/section(s) of the Agreement identified must be identical to those identified in Step One.

Failure to file a timely demand for arbitration satisfying these requirements shall end the grievance for all purposes. An arbitrator shall have no authority to waive or otherwise excuse the Union's failure to: (i) file a timely demand for arbitration; (ii) specify the article(s) and section(s) allegedly violated; and/or (iii) identify the remedy sought. If at any point, the timelines cannot be met (ex: vacation, closure, etc.), there must be written agreement by both parties to extend the timeline.

Section 3. Arbitration

The grievance shall be submitted to one (1) member of a panel of three (3) arbitrators, consisting of: Dave Hart, Sara Adler and Doug Collins. Cases shall be rotated in alphabetical order among the members of the panel. The fees and expenses of the arbitration service, the arbitrator, hearing facility, and a court

reporter, will be shared equally by the parties. Each party shall bear the expenses of presenting its case, including the compensation of witnesses and representatives.

The arbitrator's decision shall be final and binding upon the Union, the affected employee(s), and the Museum. The arbitrator shall state the basis for his or her decision. The arbitrator shall have no power or authority to modify or otherwise change or add to the terms of the Agreement or to issue any opinion that is inconsistent with applicable law.

Section 4. Construction

If any deadline set by this grievance and arbitration procedure lands on a Saturday, Sunday, or Museum holiday, it will be extended until the next regular business day. All time limits are strictly construed and may be extended only by mutual written agreement of the parties.

Section 5. Discipline and Discharge Grievances

For grievances challenging the discipline or discharge of a unit member, the parties agree to skip Step One and bring the grievance directly to Step Two. To be accelerated, the Union must file the discipline or discharge grievance in writing within fourteen (14) calendar days following the date on which the Union became aware, or could reasonably have become aware, of the discipline or discharge determination, and must satisfy all other requirements for a Step Two grievance set forth in Section 2., Paragraph b ii.

ARTICLE 13. Union Stewards and Representatives

Section 1. A written list of the names of the Stewards and any changes in the list made thereafter, shall be given to the Executive Director or their designated representative at least twenty-four (24) hours prior to the effective date of the assumption of the duties of such Stewards, if possible, but in any event before such Stewards perform any duties. Such notification shall be made by the Business Manager or their designated representative.

Section 2. No Employee shall serve as a Steward while on a leave of absence. A Steward must be an Employee of the location they represent, and must hold a Union job classification.

Section 3. A Steward may perform the following duties on company paid time as long as they do not interfere with their normally scheduled work and are performed primarily at the beginning or end of their shift:

- Present to an aggrieved Employee's immediate supervisor or manager at the first (1st) and second (2nd) step grievances.
- Investigate any such grievance so it can properly be presented to the appropriate manager or director, for the further processing thereof.
- Attend any meeting with another Museum Employee(s) with supervision including but not limited to: investigatory meetings, disciplinary meetings, Employee review meetings, application of Weingarten Rights, etc.

Section 4. When the presence of a Steward is desired by an aggrieved Employee, they shall inform their immediate supervisor, who will arrange for the release of the Steward.

Section 5. Grievance handling and processing shall be confined to the beginning and end of the shift, unless the nature of the grievance is such that it can be handled only at some other time of the day in which case the Steward will be released as soon as they can be replaced by an Employee of sufficient skill on a straight time basis.

ARTICLE 14. Promotion, Furloughs, Layoffs & Recall

Section 1. Promotion

- a) It shall remain the Museum's priority to encourage Employees to seek promotional opportunities within the Museum and to promote from within. In fulfillment of that policy, when it is desired to fill a bargaining unit vacancy the following procedures shall apply:
 - i) All vacancies shall be posted on the bulletin boards for seven (7) days with copies forwarded to the Union immediately upon posting. The posting shall include the job description, job requirements, classification, and rate of pay.
 - ii) All Employees who apply shall be considered, based on their work records, ability, relevant experience and, in the case of competing Employees where the factors listed above are substantially equal, seniority. An Employee applicant who is qualified for the position shall be interviewed for the position before any outside applicant is considered. To be considered, an application shall be filed during the seven (7) day posting period.
 - iii) The Employer shall not hire an outside applicant or otherwise permanently fill the vacancy during the posting period and before all employee applicants are considered.

- iv) The Employee, if any, awarded the vacancy shall be placed in the new position as soon as reasonably possible from the time notification is received by the Employee that the Employee has been awarded the position. The Employee will move to their higher classification pay after ten (10) work days of notification whether they are still fulfilling previous work duties or not.

Section 2. Furloughs

The Museum and the Union acknowledge that furloughs are not an ideal work situation and will be avoided if possible. Should a furlough become necessary, the following terms will apply:

- a) If the proposed furlough impacts 33% or 50 or more employees, the Museum will provide written advance notice of at least sixty (60) days to all impacted Employees, unless an unforeseen event requires emergency furloughs (e.g. COVID-19). In that case, notice will be provided as soon as is reasonably possible.
- b) Employees will be furloughed in order of seniority within each classification (job description), with the most senior people being furloughed last and recalled first.
- c) Employees may use their accrued Vacation and Sick Leave to cover hours not worked during the furlough or to extend the date their furlough is to begin.
- d) All time spent on furlough shall count towards an Employee's seniority and length of service for the purpose of determining Vacation accrual rates.
- e) Furloughed Employees will not accrue Vacation or Sick Leave during the furlough period.
- f) All furloughed Employees who receive employer-provided health, vision, and dental benefits shall continue to receive those benefits for the duration of the furlough.
- g) Before any furlough is announced, the Museum and the Union may, upon the request of either party, meet and confer over the specific terms of such furlough not covered in this contract, including duration of furlough, the needs of the Employees during furlough, communications, etc.
- h) Any furlough exceeding 30 days without a target return date may necessitate a layoff.

Section 3. Transfers

- (a) Transfers between classifications henceforth shall be defined as a temporary, horizontal shift from an Employee's set classification to another.
- (b) Cross-training of Employees shall be done so on a voluntary basis, meaning that no Employee shall be subject to mandatory cross-training on the job duties of another classification.
- (c) An Employee will not be mandated to fill a transfer role, but may be scheduled in a transfer in the event of a foreseen shortage of staff. Employees may also be asked to transfer departments on an as-needed basis, given that there is a present and burdensome staff shortage.

Section 4. Layoffs and Recall

- (a) In the event of a layoff among Employees in the Museum, the least senior Employee in their respective department shall be laid off first. Such Employees are eligible to elect to fill any vacancy within their respective departments that occurs within twelve (12) months of their layoff. In the event that there are fewer vacancies than eligible laid off Employees, preference for election shall be by seniority.
In the event that the Museum fills a position within twelve (12) months of a layoff, the Museum shall offer the position to the most senior Employee laid off from the same department and classification in which the Museum is filling the position.

ARTICLE 15. Working Out of Classification & Premiums

Section 1. No Employee shall suffer a reduction in their rate of pay as a result of temporary assignment by the Museum to a lower rated job.

Section 2. No Employee shall be temporarily assigned by the Museum to work in a higher classification without their verbal consent.

Section 3. If an Employee is assigned to take on more responsibility during another Employee's leave for more than one (1) month, the Union may request a meeting with the Employee's Manager and the Human Resources Manager. The Employee's Manager and the Human Resources Manager may meet with the Union and the Employee. At the meeting, the Union will propose a wage rate to compensate the Employee for additional work being performed. If the Museum and the Union agree to a

work-out-of-class wage rate, that rate will be applied to all hours worked in the temporary assignment retroactive to the date the Union requested the meeting. If the parties do not agree on a work-out-of-class wage rate then the Employee will have a right to refuse the additional responsibility. Nothing herein prevents the Museum and the Union from agreeing to a modification of job responsibilities.

Section 4. Employees who are temporarily assigned to work in another classification will continue to accrue hours in their regularly assigned classification for purposes of calculating seniority.

Section 5. Employees assigned to work external revenue event load-ins and load-outs shall receive time and one half their straight time rate of pay for all hours worked under that designation.

ARTICLE 16. Health and Welfare *(Modify section 6 of the Employee Handbook)*

Section 1. For the 2021 benefit plan year, the Museum shall maintain the status quo benefits coverage for medical, dental, vision, life, and short/long term disability insurance premiums (“Insurance”) for all full-time Employees covered by this Agreement. Employees, dependents, spouses, registered domestic partners, and/or children shall be eligible for coverage as well under the terms and conditions of such insurance plans.

Section 2. The parties agree that the establishment of state or federal-funded health insurance programs and/or changes in market and economic conditions may affect quality affordable health care coverage to Employees and the Employer’s costs to pay or subsidize Employees’ health care premiums, and that changes may be necessary for the Employer to provide quality affordable health care coverage to employees on a more cost-effective basis for the Employer than has previously existed. Accordingly, at any time during the term of this Agreement, either party may reopen this Agreement upon thirty (30) days written notice for the purpose of negotiating changes to the Employer’s health insurance plan or the establishment of mechanisms and procedures to provide health insurance to employees in lieu of the Employer’s health insurance plan.

Section 3. If at any time during the life of this agreement the Museum implements an insurance premium contribution for all non-union staff, Employees covered by this Agreement will also make premium contributions in an identical formula amount without any prior consent or negotiations, but subject to thirty (30) days’ advance notice prior to the applicable open enrollment period.

Section 4. Part-time Employees working over twenty (20) hours per week on average for six (6) months will become eligible to opt into the Museum's insurance plans. Part-time Employees who opt in shall pay the full cost of coverage, at the same rates as full-time Employees.

Section 5. Employees shall have the ability to opt into the Museum's Flexible Spending Account (FSA) and participate according to IRS regulations.

ARTICLE 17. Unemployment Insurance

The Museum agrees for the life of this Agreement to continue to maintain unemployment insurance.

ARTICLE 18. Additional Benefits

Section 1. Uniform Shirts and Pants

- a) On the first (1st) work day in January, or first (1st) day of employment or return to work in the year, the Museum shall provide each Employee with up to five (5) Museum shirts and one (1) Museum sweatshirt at no cost to the Employee. The Museum shall also replace a maximum of three (3) damaged or lost shirts at no cost to the Employee per year. Additional shirts will be paid for by the Employee.
- b) All new Employees will be given a grace period of thirty (30) days from their first worked day to purchase any required uniform clothing (pants, shorts, etc.). If an Employee is experiencing financial hardship in purchasing said clothing, they may request a meeting with Human Resources to discuss. A Union representative may be present at this meeting.

Section 2. Walkie-Talkies

- a) Each Employee, if required for their duties, shall be provided a functioning radio or equivalent walkie-talkie device for communication to be used in the workplace.

Section 3. Museum Shop Discounts

All Employees shall be given a twenty-five (25) percent discount at the Museum Shop.

Section 4. Employee Goods in the Museum Shop

- a) The sale of Employee goods at the Museum Shop is highly encouraged. The terms of those sales are covered by the Museum's Store Merchandise sale agreement. Final determination of what will be stocked in the store is at the sole discretion of the Store Manager.

Section 5. Museum Store Workers Benefits

- (a) Work in the store involves merchandise labelling, shelving, restocking, inventory management, management of weekly sales lists, and cleaning, in addition to customer service and point-of-sale work. The Museum shall make every effort to more evenly distribute these assignments to all members of the Visitor Services Associates team for the twofold purpose of professional development and the protection of staff from unequal workload with team members.

Section 6. Remote Work

- a) It is acknowledged that remote work allows for flexibility for the Museum. Full-time Employees shall have the ability to work remotely with prior mutual agreement among the Employee, their manager and HR Director. The Museum will determine reasonable policies and record-keeping requirements for this remote work.

ARTICLE 19. Union Bulletin Board

Section 1. The Museum shall provide space in an accessible location for two (2) Union bulletin boards for Union announcements and notices of meetings. One shall be located upstairs in the administrative kitchen and the second one shall be located in the part-time locker room ("The Bubble"). The Union agrees that no posting on the bulletin boards shall be derogatory to the Museum or any Employee of the Museum.

ARTICLE 20. Leaves of Absence

Section 1. Domestic Violence or Sexual Assault Leave *(Modify section 4-20 of the Employee Handbook)*

- a) If an Employee is a victim of domestic violence or sexual assault, the Employee may take a paid leave of absence. The Museum requires the Employee to use all accrued sick time. Once exhausted, if there is further need for time off, the Museum will provide up to eighty (80) hours of additional, one-time paid time-off. The Employee may add up to eight (8) weeks of unpaid leave at their discretion. Reasons for leave include, but are not limited to:
- To obtain or attempt to obtain any legal relief, including but not limited to a temporary restraining order or other injunctive order;
 - To help ensure the Employee or the Employee's child's health, safety or welfare;
 - To seek medical attention for injuries caused by domestic violence or sexual assault;
 - To obtain psychological counseling related to an experience of domestic violence or sexual assault;
 - To obtain services from a shelter, program, or rape crisis center as a result of domestic violence or sexual assault; and
 - To participate in safety planning and take other actions to increase safety from future domestic violence.
- b) If an Employee needs to take time off for any of the above reasons, the Employee should notify Human Resources or their manager, in advance, if possible. If the absence is unscheduled, the Employee may be asked to provide documentation, such as a police report, court order, or other evidence that the Employee appeared in court, or documentation from a counselor or domestic violence advocate.
- c) The Museum does not tolerate any acts of discrimination, harassment, or retaliation against Employees who are victims of domestic violence or sexual assault. If an Employee believes they have been discriminated or retaliated against, they should contact Human Resources and the Union. The Museum will maintain the confidentiality of requests for time off due to domestic violence, sexual assault or stalking, to the extent possible and as allowed by law.

Section 2. Bereavement Leave (*Modify section 4-20 of the Employee Handbook*)

- a) Full-time and part-time Employees shall be granted bereavement leave according to the following schedule. Employees' request for bereavement not defined in this agreement shall not be unreasonably denied. Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as overtime.
- i) Five (5) days off from regular scheduled duty with regular pay (parent, spouse, registered domestic partner or partner, child, stepchild, adopted

child, or foster child, step-parent, in laws, aunt/uncle, niece/nephew, grandparent, grandchild, spouse's grandparent, or cousin).

- ii) One (1) day of paid leave to attend the funeral, memorial service or celebration of life of a fellow Employee, Retiree or Trustee of the Museum, provided such absence from duty will not interfere with normal operations.

- b) Employees may request an unpaid leave of absence of up to ninety (90) days when necessary to resolve legal and personal issues resulting from a death. This leave shall not be unreasonably denied.

Section 3. Leave for Union Business

- a) Employees may, upon prior application to the Museum, receive a leave of absence without pay for a period of up to ten (10) days each calendar year to attend Union-sponsored conferences, trainings, negotiation meetings or conventions. The number of Employees who may be off at one time shall not exceed six (6).
- b) Any Employee selected for a Union Office or position on staff shall not lose seniority with the Museum. It is understood that not more than two (2) Employees at one time will be granted a leave of absence to accept such position with the Union.

Section 4. Seniority & Service Calculations on Leaves of Absence

- a) All time spent on any leave of absence will count towards calculations of an Employee's length of service and seniority.

Section 5. Parental Leave

- a) Employees shall be entitled to take leave for the birth, adoption of a child, or for pregnancy related disability, which qualifies for coverage under State Disability law and regulations (including Paid Family Leave).

Section 6. Military Spouse Leave (*Modify section 4-18 of Employee Handbook*)

- a) All qualified Employees are eligible for up to ten (10) days of unpaid leave when their spouse, registered domestic partner, or partner is on leave from military deployment. A qualified Employee is one whose spouse, registered domestic

partner, or partner is a member of the Armed Forces, National Guard or Reserves, and is on leave from deployment.

Section 7. School & Daycare Leave (*Modify section 4-19 of handbook*)

- a) Employees who are the parent or guardian of a child who attends a licensed daycare facility or is in school up to grade 12 may take up to fifty (50) hours of unpaid leave per year to participate in the activities of the school or daycare facility. Employees may take up to ten (10) hours off for this purpose in any calendar month. Employees should schedule this time off with their manager in advance whenever possible. Employees may be asked to provide documentation from the school or daycare facility. Employees may use vacation leave for this purpose, but are not required to do so.

ARTICLE 21. Health and Safety

Section 1. The Museum shall maintain a safe and healthy working environment. A Shop Steward shall be on the Museum Safety Committee that meets regularly to review specific problems.

Section 2. Employees shall have the right to refuse to perform hazardous work.

Section 3. Employees may be assigned to work a shift in the Museum's parking garage, which entails sitting/standing at a kiosk and providing tickets/customer service to Museum visitors. The Museum will limit the parking garage assignment to a 60-minute shift, with employees being assigned a maximum of one shift per day.

If due to an employee shortage (multiple callouts, etc.), a second shift in the garage is necessary, there must be verbal agreement between the employee and the Museum. Employees will have a right to decline working a second shift. If an employee feels that conditions in the garage at any time are above and beyond what is normal and expected in that space (per OSHA), they should report it to their manager and corrective action shall be taken if necessary.

Section 4. Workers' Compensation

- (a) On-the-job injuries will be covered by the Museum's Workers' Compensation insurance policy to be provided to Employees at no cost. If an

Employee is injured on the job, they must report the injury immediately to their manager or to Human Resources, and to the Union. The Museum will provide a reasonable accommodation which is medically necessary, feasible, and does not impose an undue hardship on the Museum as prescribed by applicable federal, state, or local law.

- (b) An Employee who is unable to work after suffering a work-related injury or illness will be able to apply for Temporary Disability benefits which pays 2/3 of the employee salary. The Museum's workers compensation policy has an indemnity component that is meant to make the employee "whole" for the wages they lose as a result of missing work from a workplace injury.
- (c) In cases of injury resulting in disability covered by Workers' Compensation, an Employee's leave of absence will be continuous until such time as the Employee has been released from their period of temporary disability and is available and qualified for work, or a determination is made that the Employee is unable to return to work.

ARTICLE 22. Miscellaneous

Section 1. Out-of-town travel for non-exempt Employees will be permitted at the discretion of their manager and/or director.

Section 2. The Museum shall offer relevant trainings, webinars, and various professional development opportunities throughout the year. Input from the Union shall be considered for these development opportunities and shall be offered to all Employees who are interested.

Section 3. Children of Employees may occasionally come to work with the Employee with prior approval from HR. They must be accompanied by the Employee or their designee at all times. Supervision of Employees' children must not interfere with regular work duties of any Employee.

ARTICLE 23. Board of Directors, Department & Management Meetings

Section 1. Whereas including the voice of the workers of the Museum is instrumental to its success, a representative of the Bargaining Unit shall be invited to attend the Quarterly Education Committee Meetings and the Annual Board Planning Retreat, as a non-voting participant.

Section 2. Labor Management Meeting: Up to four (4) representatives of the Bargaining Unit will meet each quarter with the Museum Executive Director to discuss topics including but not limited to: the state of the Museum, team building opportunities and, provide and receive feedback on the state of labor relations. Such meetings will take place during normal business hours and shall not result in a loss of pay, including reasonable prep time. Meetings may be cancelled by mutual agreement.

Section 3. A designated Employee representative of the Union is invited to schedule a meeting each quarter with Human Resources to ensure full and complete communication at regularly scheduled All-Staff meetings. Such meetings will take place during normal business hours and shall not result in a loss of pay, including reasonable prep time.

ARTICLE 24. Annual Evaluations and Job Descriptions

Section 1. An Employee will have their performance evaluated by their direct manager on an annual basis. The purpose of the Evaluation will be to review the previous year's work, set goals for the upcoming year, discuss professional development goals, and update job descriptions as needed. Any added responsibilities or changes to a job description must be done with a Union representative present and concurring.

- (a) The Annual Evaluation process is intended to be an open exchange between manager and Employee and is also an opportunity for the Employee to give feedback to their manager about the Employee's job performance, the established goals and the Employee's experience at work.
- (b) Following an Evaluation meeting between the manager and the Employee, the written Evaluation will be included in the Employee's personnel file along with any written response which the Employee wishes to make. The Annual Employee Evaluation is a tool for evaluating the Employee's job performance and for the growth of the Employee and is not to be used as a disciplinary document. The Annual Evaluation process does not replace regular communications between the manager and Employee.

Section 2. If updated job descriptions reflect a significant amount of added responsibility, the Union may request a meeting with Human Resources or designee. Human Resources or their designee will meet with the Union and the Employee. At the meeting, the Union will propose a wage rate to compensate the Employee for the

additional work being performed. If the Museum and the Union agree to a wage rate, that rate will be applied when the updated job description takes effect.

ARTICLE 25. Inclusion, Diversity, Equity, and Access (IDEA)

Section 1. The Museum and the Union agree that a focus on diversity, equity, inclusion, and access for staff and Museum visitors is essential to the continued success of the Museum. To that end, an Inclusion, Diversity, Equity, and Access (IDEA) Committee shall be established and will be composed of two (2) permanent management representatives of the Museum, including the Head of Human Resources and a manager and alternate manager designated by the Museum, and two (2) permanent Employee representatives from the bargaining unit. A representative from the Union may attend. Employee representatives will be selected by the bargaining unit and will represent a cross-section of the floor and administrative staff. Meetings will be held quarterly for a total of four (4) meetings per year. The Committee will meet for up to two (2) hours, including prep time, during normal work hours to discuss topics of interest and concern, including but not limited to: IDEA best practices, topics related to ADA, inclusion training plans, gender diversity in the workplace, accessibility of the Museum for employees and visitors, racial bias and sensitivity, visitor-facing written translation, and IDEA in recruiting and hiring. Meeting dates, agendas, minutes and communications will be provided by the Employee representatives for review and distribution by HR. When appropriate, Employee committee members may present IDEA topics at quarterly All-Staff meetings.

- a) The Committee shall have the authority to make IDEA recommendations on practices or procedures that fall within their job descriptions or that impact overall employee satisfaction.
- b) The Committee shall have the authority to make recommendations to directors and senior level staff on long-term IDEA goals and implementation procedures.
- c) Both the Museum and the Union recognize that we reside on Kumeyaay Land.

Section 2. The Committee shall provide IDEA trainings to all new hires within ninety (90) days of joining the Museum and annually to all Employees in the bargaining unit on topics to be determined by the IDEA Committee. All Museum Employees shall be invited to attend annual trainings.

ARTICLE 26. Duration & Effect of the Agreement

This agreement shall be effective as of January 1, 2020 and shall continue in full force and effect through December 31, 2023 and is subject to ratification by the bargaining unit.

ARTICLE 27. Job Classifications & Wages

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Section 1.

Hourly Rates & Effective Dates

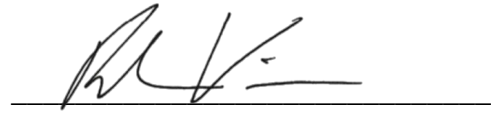
JOB TITLE	1-1-2020	1-1-21	1-1-22	1-1-23
<u>Schedule A:</u> Visitor Experience Specialists (VES)	\$15.00	\$15.75	\$16.50	\$17.25
<u>Schedule B:</u> Senior TAs, Custodian, Senior Visitor Experience Specialists (VES)	\$16.00	\$16.75	\$17.50	\$18.25
<u>Schedule C:</u> Marketing Coordinator, Events Services Coordinator, Community Programs Coordinator, Membership Coordinator, Visitor Services Coordinator, Exhibitions Coordinator; Education Coordinator, Programs Coordinator; Development Coordinator	\$18.00	\$18.75	\$19.50	\$20.25
<u>Schedule D:</u> Graphic Designer, Senior Development Coordinator, Senior Events Services Coordinator, Senior Exhibitions Coordinator, Senior Membership Coordinator, Senior Visitor Services Coordinator; Senior Education Coordinator, Senior Community Programs Coordinator, Maintenance Technician, Design & Fabrication Coordinator, Studios Coordinator & Preparator	\$20.00	\$20.75	\$21.50	\$22.25
<u>Schedule E:</u> Maintenance Lead, Senior Studios Coordinator & Preparator, Senior Design & Fabrication Coordinator, Senior Maintenance Technician; Senior Graphic Designer	\$23.00	\$23.75	\$24.50	\$25.25

Section 2. If at any time during the life of this Agreement the Museum wishes to create a new classification the parties shall meet and confer to discuss the job title, duties, and rate of pay.

Section 3. Nothing in this Agreement shall prohibit the Museum from paying above the rates provided for herein.

Agreed to on the 26th day of March, 2021 by:

For the Museum



Reed Vickerman, Interim Executive Director



Kacy Munden, Director Human Resources

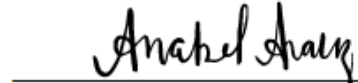


Kerri Fox, Deputy Director, Marketing & Earned Revenue

For the IBEW



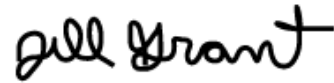
Nate Fairman, Business Manager



Anabel Arauz, Business Rep.



Brittney DeVea, Union Committee



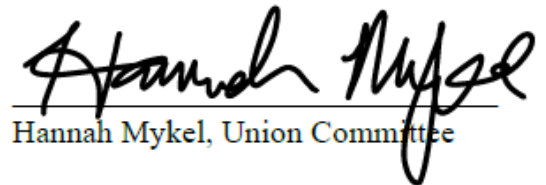
Jill Grant, Union Committee



Cody Machado, Union Committee



Alisa Miller, Union Committee



Hannah Mykel, Union Committee