

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW CHILDREN'S MUSEUM AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 465
Regarding Museum Reopening**

WHEREAS The New Children's Museum (Museum) and the International Brotherhood of Electrical Workers, Local 465 (Union) (collectively, the Parties) are currently in negotiations for an initial collective bargaining agreement (CBA); and

WHEREAS, during these negotiations for an initial CBA, the COVID-19 pandemic resulted in the closing of the Museum for over four (4) months, as well as the furloughing and/or laying off of the vast majority of Museum employees, including members of the bargaining unit; and

WHEREAS the Parties recognize that there would need to be temporary changes to terms and conditions of employment in order for the Museum to be able to reopen any time soon;

THEREFORE, the Parties agree to the following terms to govern terms and conditions of employment during the Reopening Period:

Creation of VES Classification

1. The Parties agree that, during the Reopening Period, the Museum will use a new classification of "Visitor Experience Specialist" (VES) whose job description is attached to this MOU. The Museum will have the right to make minor changes to this job description. Major changes to the job description (e.g. change in hourly pay, changes to minimum qualifications, changes in duties unrelated to the existing job description) will be made through negotiations with the Union.

Filling of VES Classification

2. Furloughed or laid off employees in the existing "Visitor Experience" classifications (Teaching Artists, Senior Teaching Artists, Playworkers, Senior Playworkers, Visitor Services Associates, and Senior Visitor Services Associates) will be given first opportunity to fill VES positions, in order of seniority with the Museum (most senior employees offered first).
3. If not enough furloughed or laid off employees in the existing Visitor Experience classifications accept VES positions, the Museum will next offer the VES positions to other furloughed or laid off bargaining unit employees in Administration, Fabrication or Operation classifications, in order of seniority with the Museum.
4. If not enough furloughed or laid off bargaining unit employees accept VES positions, the Museum may hire temporary workers into VES positions, which will be considered bargaining unit positions.

Effect on Current Employees Offered VES Positions

5. Furlough employees who decline a VES position will remain on furlough status. Laid off employees who decline a VES position will retain any recall rights to the position from which they were laid off.
6. Furloughed or laid off employees who accept a VES position will have the right, at any point during the Reopening Period, to rescind their acceptance with forty-eight (48) hours' notice. Until such positions are re-filled, Museum Management may fill in the vacancy. Those employees will be returned to their prior status (furloughed or laid off) without any loss of benefits or recall rights.

Recall of Other Classifications

7. The Museum may recall furloughed or laid off employees in Administration, Fabrication, or Operations classifications to their current/prior positions under the terms contained in Article 14, which the Parties TA'd on July 2, 2020. Employees in these classifications have the right to decline being recalled during the Reopening Period and any employees who exercise this right will remain on furlough or retain any recall rights to the position from which they were laid off. Employees in these classifications who accept recall will have the right, at any point during the Reopening Period, to rescind their acceptance. Those employees will be returned to their prior status (furloughed or laid off) without any loss of benefits or recall rights.

Health and Safety

8. The Museum will ensure that all staff, visitors, and outside contractors are screened for COVID-19 before entering Museum premises (including any outdoor space which is activated during the Reopening Period). The screening will include both a temperature screening and a screening for symptoms. Screening of bargaining unit employees will be performed by someone outside the bargaining unit (management or outside contractor) and will be performed so as to ensure the confidentiality of employee medical information.
9. The Museum will relocate the employee clock-in area to an outdoor space and/or establish a mechanism for employees to clock in remotely via an app on their smartphones.
10. The Museum will establish at least one dedicated outdoor employee break area separated from visitor areas, with adequate space for employees on break to socially distance at least six feet. To account for the distance between some employee work spaces and the outdoor break area, and in order to limit staff exposure to COVID-19, the Museum will provide employees with longer rest breaks of 20 minutes during the Reopening Period.
11. The Museum will ensure sufficient touchless hand sanitizers in the workplace, including in visitor areas, non-visitor Administration areas, and employee break areas.
12. The Museum will, upon request, provide any employees who have visitor interaction (including, but not limited to, VES and Operations employees) a face shield at Museum expense. The Museum shall require all recalled staff to sign the Museum's Return to Work Health Verification Questionnaire before resuming employment. During the Closure Period the Museum and staff will follow then-current San Diego County Department of Health and California OSHA COVID safety guidelines. These safety measures will be included in staff on-boarding and are encompassed in the Museum's written reopening protocols.
13. The Museum will ensure that workspaces for Administration employees are at least six feet apart from each other. To facilitate this, the Museum and affected employees may agree to remote work.

Labor-Management Meetings

14. The parties will convene a Labor-Management Meeting as defined in Article 24 Section 2 of the Tentative Agreement reached on 7/2/2020 at least once a month during the re-opening period.

Duration and Effects of Expiration

15. This MOU will be in full force and effect for the duration of the Reopening Period, which is defined as six (6) months from the date the Museum reopens to visitors. The Museum may, at its sole discretion, terminate this MOU prior to the expiration of the six (6) months. This Reopening Period can only be extended by mutual agreement.
16. At the expiration of the Reopening Period, the Museum will cease using the VES classification. Employees in the VES classification who were previously furloughed or laid off may be reinstated to their previous classification at the time of their furlough or layoff, under the terms of CBA between the parties (or, if no CBA is in place, under the status quo prior to this MOU)

based on the planned operating hours and visitor volume of the Museum, consistent with Article 14, which the parties reached a Tentative Agreement on July 2, 2020.

17. If, at the expiration of the Reopening Period, there remain any furloughed or laid off employees in the Visitor Experience classifications (Teaching Artists, Senior Teaching Artists, Playworkers, Senior Playworkers, Visitor Services Associates, and Senior Visitor Services Associates), then the temporary employees hired into the VES classification will be laid off in reverse seniority order (most recent hired laid off first) until all furloughed or laid off employees in the Visitor Experience classifications are offered reemployment. Those laid off VES employees will be considered for rehire into any of the Visitor Experience classifications (Teaching Artists, Senior Teaching Artists, Playworkers, Senior Playworkers, Visitor Services Associates, and Senior Visitor Services Associates).

Miscellaneous

18. This MOU can only be modified by a written agreement, signed by both parties.
19. If any portion of this MOU is found by a Court of competent jurisdiction to be illegal, that portion will be severed and the Parties will promptly reconvene to negotiate replacement provisions.
20. This MOU, and any modifications thereto, can be signed in counterparts, by facsimile, and/or electronically.
21. Any disputes to the application or implementation of this MOU will be resolved pursuant to the Grievance and Arbitration Article which the parties reached a Tentative Agreement on July 20, 2020.

For the Museum:



Reed Vickerman

Date: 15 September 2020

For the Union:



Nate Fairman

Date: 9/14/2020