

Asian Art Museum nonprofit workers have a

Tentative Agreement



We have reached a tentative agreement with the Asian Art Museum! After weekly negotiations since the beginning of April 2022, we finally reached a Tentative Agreement (TA) with the Asian Art Museum. We believe this is a strong agreement in light of current and future economic uncertainty. It will provide wage increases, job security and protect our benefits for the next three years. We have also expanded our membership to include as-needed workers. This is a huge step towards building union power at the worksite and fighting for representation for all workers.



Here is what we won (Effective July 1, 2022 - June 30, 2025)

Wages: 12% increase over 3 years - 5% in year 1, 3.5% in year 2, 3.5% in year 3.

Workplace respect: Won anti-bullying language.

Holidays and time off: Added Juneteenth as a Holiday. Increased vacation accruals:

Date of hire to three (3) years	15 working days
Three (3) to six (6) years	18 working days
Six (6) to nine (9) years	21 working days
Nine (9) years and over	24 working days

Strengthened “out of class” language: Acknowledged lateral and lower out of class work and limits out of class work to no more than six months. Established LMC structure to discuss out of class work, workload, and proper assignment plus proper compensation for out of class work.

Contracting out: Strengthened language to ensure no contracting out will replace bargaining unit positions. Notice must now be given to the union as well as reports on contracting practices.

Representation: Clarified progressive discipline and included discussion on providing employee with training and resources for support prior to discipline.

Strengthening our union: Codified 30-minute union new employee orientation to educate new hires about union benefits and contract rights. Ensured management provides current and accurate information about our membership on a quarterly basis.

Layoff protection: Added 30-day minimum notice to the union in the event of layoff/furlough.

Temps and as-needed: Brought as-needed workers into the union, providing them with raises and seniority. Better defined the temporary employee category.

Voting details for our *Tentative Agreement*

This TA would have only been possible due to your support and participation. Thank you to everyone who joined us at membership meetings, completed bargaining surveys, and provided valuable input to the process. 80% of our members signed a petition to management sharing our goals and priorities. 75% of the membership came out for our first ever rally to show unity and power.



Ratification Schedule

We will be holding a vote to ratify our new TA from August 17-19. To make sure you receive a link to vote, please verify your personal email address on file with your Field Representative or by calling the SEIU 1021 Member Resource Center Monday-Friday from 8 a.m. to 6 p.m. at 877-687-1021.

Remember, only union members are eligible to cast a ballot during the ratification vote. If you aren't a member, visit www.join1021.org or contact the Member Resource Center to sign up.



***Your bargaining team is
recommending a YES
vote on this tentative
agreement.***

Asian Art Museum Nonprofit Chapter of SEIU 1021

Collective Bargaining Agreement (CBA) Negotiations 2022

	Union Proposal Title	Status
1	Bargaining Unit List	Tentatively Agreed
2	New Member Orientation	Tentatively Agreed
3	Anti-Bullying	Tentatively Agreed
4	Temporary & On-call positions	Tentatively Agreed
5	Contractors	Tentatively Agreed
6	Out of Class pay	Tentatively Agreed
7	Vacation	Tentatively Agreed
8	Discipline	Tentatively Agreed
W	In Lieu Time Off	Withdrawn
10	Juneteenth Holiday	Tentatively Agreed
11	Layoff and furlough	Tentatively Agreed
W	Longevity Pay	Withdrawn
13	Wages	Tentatively Agreed

SEIU 1021 - AAM Foundation Contract Bargaining 2022

Union Proposal #1

Proposal Title: Bargaining Unit List

Date: ~~April 21, 2022~~ April 28, 2022

Time: ~~3pm~~

ARTICLE 2. UNION SECURITY

Section 1. Membership

Within thirty-one (31) days of date of hire, each employee of the Employer within this bargaining unit shall be required to:

- A. Become and remain a member of the Union, or
- B. Pay to the Union an agency fee payment in an amount which may be less than, but will never be more than, the standard initiation fee, periodic dues and general assessments of the Union. The agency fee payment shall be established annually by the Union, provided that such agency fee will be used by the Union only for the purposes of collective bargaining, contract administration, and pursuing matters affecting wages, hours and other terms and conditions of employment.

Notwithstanding any provision of this Article, any employee who presents to the Union a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting union organizations, shall be exempt from the requirements of Section 1, provided however that such employee shall be required in lieu of compliance of Section I to pay a sum equal to the agency fee described above to one of three negotiated non-religious, non-labor charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee.


This Agency Shop provision expires at the end of this Agreement.

Section 2. Notification to Union

~~The Employer shall supply the Union with the names, addresses, classifications, and work locations of all newly hired employees and terminated employees in represented classes within fifteen (15) calendar days of hire or termination. Additionally, on January 2nd, or the first weekday thereafter, the employer shall provide to the Union a list of all employees in represented classes which contains name, address, classification and work location.~~

~~On a biweekly basis January and July of each calendar year a~~ **monthly** ~~quarterly~~ **basis, AAM will provide the Union with an electronic list in Excel format of bargaining unit employees' containing the following information:**

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1. Employee Number

2. Name (separate fields for first, middle, last)

3. Home Address (separate fields for address, city, state, zip)

4. Work Phone

5. Work Cell Phone

6. Home Phone

7. Personal Cell Phone

8. Work E-mail Address

9. Personal E-mail Address

10. Hire Date

11. ~~Classification~~ Seniority Date

12. Birth Date

13. ~~Job Classification Code~~

14. Job Classification Title/Name

15. Job Type (full-time, part-time, temporary, exempt or nonexempt, per diem, as needed, etc.)

16. Pay Rate

17. Pay Step

18. Pay Status (active, on leave, terminated, newly hired, or on probation, etc.)


19. ~~Bargaining Unit Code or Name / Union Code~~

20. ~~Department/Division/Program Code(s)~~

21. Department/Division/Program Name(s)

22. ~~Facility Name~~

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23. Work Location Name

24. Work Location Address

25. Work Location Floor/Room

26. Shift/Schedule

27. Last Paid Date, or Hours worked in most recent pay period

28. Hours worked YTD and/or Fiscal YTD

Note: Excel format is preferred. Delimited or other formats are also acceptable if necessary. Please send files to data@seiu1021.org and the designated SEIU 1021 Union Representative.

Section 3. Payroll Dues Deduction

During the period of this Agreement, the Employer shall deduct Union dues or agency fees from an employee's wages for any employee covered by this Agreement who has voluntarily provided the Employer with a written authorization for such deduction.

Authorization for such deduction shall be completed by an employee on an authorization form approved by the Employer. The Employer shall provide these forms to all current and new employees. The Union will notify the Employer in writing of the amount or percentage required for union dues and agency fees. Such deductions will continue for the duration of this Agreement or until revoked in writing by the employee. Any such authorization or revocation shall become effective as soon as practicable, but not later than the next payroll period following receipt by the Employer of the authorization or revocation. The dues and fees deducted will be transmitted by the Employer to the Union within a reasonable time after the applicable payday, but in any case postmarked within fifteen (15) calendar days of the payroll period pay date.

Section 4. Indemnification

The Union understands and agrees that the Employer assumes no liability in connection with the voluntary deductions made in accordance with this Article. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union shall indemnify and hold the Employer harmless from any and all claims, demands, suits, or any other action arising from any of the provisions of the Article.

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TENTATIVE AGREEMENT

FOR AAM

Authentisign
Lia Maksoud 06/30/22

LIA MAKSOUD
DIRECTOR OF HUMAN RESOURCES

06/30/22

DATE

FOR SEIU, LOCAL 1021

Authentisign
XiuMin Li 07/01/22

XIU MIN LI
FIELD SUPERVISOR

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Union Proposal #2

Proposal Title: New Member Orientation

Date: ~~April 21, 2022~~ ~~April 28, 2022~~ May 12, 2022

Time: ~~3pm~~

ARTICLE 3. UNION BUSINESS

Section 5. New Member Orientation

Whenever practicable, Shop Stewards shall receive timely notice of new hires within ~~at least one (1) week~~ but two (2) weeks of a new employee's hire date. if hire timing allows, and Within 30 days of hire, the union shall be allowed time to meet with new employees in private in order to distribute Union materials and to discuss Employee rights and obligations under the collective bargaining agreement ("CBA"). The Employer shall allow the Shop Steward at least ~~twenty (20)~~ thirty (30) minutes to meet with the employee, without loss of compensation, based on twenty-four (24) hours advanced notice to, and approval of the new employee's manager/supervisor. The Union Field Representative shall notify the Human Resources Department at least three (3) business days in advance as to which Union representative will be conducting the Union orientation meeting with each new hire.

TENTATIVE AGREEMENT

FOR AAM

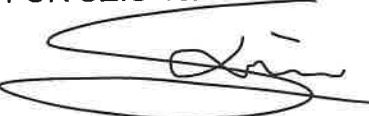

Lia Maksoud

LIA MAKSOUD
DIRECTOR OF HUMAN RESOURCES

DATE

05/26/22

FOR SEIU 1021



XIU MIN LI
FIELD SUPERVISOR

DATE

MAY 18, 2022



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Union Proposal #3

Proposal Title: Anti-bullying

Date: ~~April 21, 2022~~ April 28, 2022 TA 5/12/2022

Time: 3pm

**ARTICLE 5. COMPLIANCE WITH CITY, STATE AND
FEDERAL LAW**

ADD Section 5: Anti-bullying Policy

There shall be mandatory training and retraining every two-years of employees on anti-bullying and ways of preventing bullying at the workplace pursuant to the requirements under Government Code section 12950.1. The Union shall be notified of any training in advance and be provided a copy of the training module after and upon request.

I. Purpose

Employees have a right to a safe workplace, and their employer has a duty to provide a safe and healthy workplace. To that extent, the Museum has adopted an anti-bullying policy, and the purpose of the policy is to provide employees with a safe and healthy workplace. This Policy sets the standard that the Asian Art Museum (museum) will not in any instance tolerate bullying behaviors, and shall apply to all Museum employees. The Museum is committed to the enforcement of this policy which is provided to all Museum staff.

TENTATIVE AGREEMENT

FOR AAM


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May 18, 2022



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Union Proposal #4

Proposal Title: TEMPORARY AND ON-CALL POSITIONS

Date: April 21, 2022 5/12/2022 5/26/2022 6/23/2022 7/18/2022

Time: 11am

ARTICLE 1. RECOGNITION

Section 2. Definitions/Categories of Employees Covered By This Unit

- A. Regular Full-Time:** A regular full-time employee is an employee who works in a regular position requiring eight (8) hours per day and forty (40) hours per workweek.
- B. Regular Part-Time:** A regular part-time employee is an employee who works in a regular part-time position normally requiring less than forty (40) hours within each workweek.
- C. Fixed Term:** A fixed term employee is an employee who is hired for a specified limited term to work in a grant-funded position or on a special project, the duration of which exceeds six months of continuous employment. A fixed term position may be full-time or part-time. Termination of employment will occur at the conclusion of a fixed term appointment except in the following circumstances:
- Grant funding for the position is renewed or temporary funding is available to extend the position beyond the original fixed term. In the event that grant funding for the position is renewed or temporary funding is available to extend the position beyond the original fixed term, the employee shall be notified of the new end date of employment.
 - The Employer converts the fixed term position to a regular position. In such a case, the incumbent shall have the right of first refusal to the position. If the incumbent accepts the regular position, he/she shall become a regular employee.

ADD (after "C"):

D. Temporary:

A temporary employee is hired for a specific assignment of limited duration. (i.e. to replace a regular employee on a leave of absence, to assist with peak work periods, or on special projects and for no more than six (6) months). Normally a



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temporary employee will not be used to fill a regular position for a period in excess of six (6) consecutive months within a one year period. A temporary position may be part-time or full-time.

Temporary employees are ~~not~~ covered by the CBA.

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E. As-Needed Employees:

An as-needed employee is hired to work on an intermittent basis, does not have a regular work schedule, and reports to work only when called in due to the AAM's operational needs.

As-Needed employees are ~~not~~ covered by the CBA.

As-needed employees are "at will" and may be terminated at any time with or without cause. Accordingly, given the "at will" nature of their employment, as-needed employees shall not be subject to Article 8 – Probationary Period, Article 9 – Performance Evaluations, Article 10 – Seniority, and Article 11 – Layoff and Recall. Further, as needed employees shall not be subject to Article 12 – Hours of Work Sections 4 (Changes in Schedules) and 10 (Administrative Leave), Article 14 – Health and Welfare Benefits, Article 15 – Vacation, Article 16 – Holiday Pay, Article 17 – Sick Leave, Article 18 – Leaves of Absence, Article 19 – Time Off to Vote, Article 20 – Jury Duty, Article 21 – Discipline and Discharge, Article 28 – Educational Reimbursement or any other leaves or monetary benefits afforded to regular part-time or full-time employees. However, as-needed employees shall be subject to Article 10 – Seniority and paid in accordance with Article 12 – Hours of Work (with the exceptions of Sections 4 and 10 as stated above,) and Article 13 – Compensation, Article 15 – vacation, Article 16 – Holiday Pay.

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If a temporary or as-needed position is converted to regular full-time, part-time or fixed term, the employee currently in the position shall have the right to apply as an internal candidate for consideration. If the temporary or as-needed employee is rehired within one year to perform the same work, it shall not be considered a break in service.

AND....

ARTICLE 7. POSTING AND FILLING OF AND CHANGES TO A VACANCY AND POSITION

Section 1. Notification and Application



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Any bargaining unit position which becomes vacant or any newly created position which is to be covered by this Agreement shall be made known to staff via all staff email **and be posted in employee break rooms.** (~~internal website/Spark~~).

Such memos shall be posted until such time as the position is filled. The Employer will email the job announcement to any bargaining unit member who has been laid off, is on an active lay off list and requests such mailings. Any interested employee or laid off bargaining unit member who meets the minimum qualifications for the position may submit the required application materials during the posted period but probationary employees shall not be eligible to apply for open positions unless otherwise mutually agreed upon by the Employer and the employee.

Current and/or laid off employees who apply for the posted position within seven (7) calendar days, and who meet the qualifications in a posted job description shall be considered before outside applicants to fill posted vacancies. If the Employer determines that a group of candidates is substantially equally qualified, seniority with the Employer will be the determining factor in selection. In filling an open position, the Employer shall take into account the job knowledge, experience on the job, ability and skill of the employees who have submitted applications for the open position. All filling of vacancies shall be at the sole discretion of the Employer.

Section 2. Temporary or On-Call As Needed Employment

A temporary **or as-needed** employee will not be used to fill a regular position for a period in excess of six (6) ~~consecutive~~ months **within a calendar year**. In the event that the Employer deems such extended use to be necessary, the Employer will notify the Union in writing and meet with the Union if requested.

~~On a quarterly basis and upon request by the union, AAM shall provide a list of temporary and/or as-needed employees currently performing bargaining unit work including hire dates, classifications, number of hours worked on a biweekly basis, the justification for the position (i.e., replacing an employee on leave, peak work period, special project, etc) and number of hours worked year to date.~~

Commented [1]: Most of this information is provided under UP # 1, which was TA'e on 6/30/22.

~~If through staffing projection or staff utilization report, it can be shown that the use of as-needed and temporary staff within a classification series exceeds or would exceed 40 hours on a biweekly basis in any department on an ongoing basis, the museum shall meet and confer with the union to determine if they should be regular positions. Unresolved disputes shall be subject to the grievance procedure.~~



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Section 3: Promotions

The promoted Employee will receive not less than the base rate for the new position and the effective date for the new position will become the Employee's anniversary date for purposes of the step increase schedule. Promoted Employees will have an informal performance review after thirty (30) days.

Section 4: Changes in Terms, Status, Fixed Term and/or Classification and/or Job Description

The Employer will notify the Chief Shop Steward and the Union Field Representative in writing thirty (30) days in advance of any changes to fixed term and/or classification and/or job descriptions. Either party may request to meet and discuss said changes. In cases where changes in fixed term and/or classifications and/or job descriptions are mandated by grants or other legal mandates, the Employer shall notify the Chief Shop Steward and Union Field Representative in writing and provide written proof of such.



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Union Proposal #5

Proposal Title: Use of Contractors at AAM

Date: April 21, 2022 May 26, 2022 6/23/2022

Time: 2pm

Article 4 Section 2.

~~It is not the intent of the Employer to contract out work which is performed by members of the bargaining unit or could lead to the lay off or replacement of a bargaining unit position. The Employer reserves the right to contract or subcontract, as provided in above Section 1 of Management Rights as long as the action does not lead to the layoff or permanent replacement of a bargaining unit position. The Union reserves the right to grieve the layoff or permanent replacement of a bargaining unit position due to contracting out.~~ The-

~~Employer will notify the Chief Shop Steward and the Union Field Representative of its intent to contract or subcontract work customarily performed by members of the bargaining unit where such contracting or subcontracting would result in the direct layoff of such bargaining unit members. The Union shall be given the opportunity to meet with the Employer to discuss the effect of the proposed action upon its members and, upon request, to propose effective and economical alternative ways in which such services could continue to be provided by the Employer's own employees. The Employer shall allow the Union two (2) weeks 30 days from the date of notification in which to make such proposals but reserves the right to make the final decision in such a matter.~~

~~Upon request by the union, the Employer and the Union may discuss any contracting out issues or concerns during Labor Management Meeting. Upon the request of the union, the employer shall provide the union a list of contractors that are doing bargaining unit work. The information shall include the name of the contractor, purpose and expected duration of the contract, hours worked and cost of contract. The Employer, in its discretion, will seriously consider alternatives to contracting out as may be suggested by the Union. Unresolved disputes shall be subject to the Grievance Procedure or Interest Arbitration, mediated using a neutral mediator from the Federal Mediation and Reconciliation Service and the potential costs of using the service shall be borne equally by the Union and management the parties.~~

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SEIU 1021 - Asian Art Museum Foundation (AAM) Contract Bargaining 2022

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Lia Maksoud 06/30/22

LIA MAKSOUD
DIRECTOR OF HUMAN RESOURCES

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Union Proposal #6

Proposal Title: Out of Class Pay

Date: ~~April 21, 2022 April 28, 2022 May 12, 2022 May 18, 2022~~

Time: ~~3pm~~

Background: The purpose of this proposal is to clarify what the appropriate length of an out-of-class pay should be before a review is made to possibly determine if the tasks should be added to the job description. In addition, this is aimed to broaden the definition of out-of-class pay to be more inclusive and acknowledge the workload of our membership.

Article 13 Section 3 reads:

An employee who is assigned in writing by their supervisor to perform temporarily in a higher classification, and performs said work for ~~fifteen (15)~~ twelve (12) scheduled consecutive working days or more ~~within a 60-30-50 working day period~~, the duties and responsibilities of a classification with a higher maximum pay range, shall be designated as temporarily working out-of-class.

An employee designated as working out-of-class as defined above shall receive out-of-class pay of 5% (five percent) of their current pay step ~~for designated hours worked out-of-class effective upon the date of when the assignment begins and to be paid by the next pay period following the out-of-class assignment~~. There are two exceptions: (1) a designated employee may not be paid more than the maximum of the higher pay range while working out-of-class in the higher pay range; (2) should the first step of the higher pay range be greater than 5% of the employee's current pay step, the employee shall receive the first step of that pay range while working out-of-class in the higher pay range. The payment of out-of-class pay for previously approved designated temporary periods of work in a higher classification does not constitute an appointment of the employee to the higher classification.

It shall be the responsibility of the Employee to notify either a Steward or the CHRO of the out of class assignment and if notice is not received by the Employer in such time ~~as to be able to process the out of class pay within the fifteen (15) day period~~, it shall not be a subject of grievance by either the Employee or the Union but the Employee will be entitled to retroactive out-of-class pay for the period of the out-of-class assignment.



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An employee not assigned to out of class work by their supervisor but believes they are performing out of class work, shall timely make a written claim for out of class pay with the Director of Human Resources, who shall respond to the claim within ten (10) working days. provided that, however, any such disputes shall not be a subject of grievance by either the Employee or the Union but the Employee will be entitled to retroactive out-of-class pay for the period of the out-of-class assignment in the event it is granted.

Employees shall not normally perform work out of class in a higher, lower or lateral classification except to address temporary staffing and operational needs not to exceed six (6) ~~four~~ (4) months. The out of class assignment shall include a beginning and an end date. In the event that an out of class assignment may extend past ~~four~~ six (46) months, the Labor Management Committee will meet at the next regularly scheduled meeting, but not more than 30 days, to confer discuss over the out of class assignment, including any higher, lower or lateral classification work, the appropriateness of the assignment, workload, status change, need for position change and proper compensation. Unresolved dispute regarding the out of class assignment after the meet and confer process shall not be subject to the Grievance Procedure.

TENTATIVE AGREEMENT

FOR AAM

 Lia Maksoud 06/13/22
LIA MAKSOUD
DIRECTOR OF HUMAN RESOURCES

06/13/22

DATE

FOR SEIU, LOCAL 1021

 Xiu Min Li 06/13/22
XIU MIN LI
FIELD SUPERVISOR

06/13/22

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Union Proposal #8

Proposal Title: Discipline and Discharge

Date: 5/12/2022-5/18/2022

ARTICLE 21. DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline, suspend, demote or discharge an Employee only for just employ a system of progressive discipline as outlined in this CBA. An Employee who has successfully completed the probationary period will not be disciplined or discharged without just cause. All cases of discipline or discharge beyond the probationary period are subject to the grievance and arbitration procedures of this CBA. In the case of layoffs, refer to Article 11 "Layoff and Recall" of this CBA.

Unless circumstances warrant severe immediate actions, the Employer will use a system of progressive discipline which may include some, but not necessarily all, of the following steps. The steps outlined, below, will be used as is warranted for each disciplinary situation: The parties further agree that, although the progressive discipline model presumes a progression through the steps in order, the starting point and progression may vary depending upon the facts, nature, and security of the offense. The Employer will adhere to the principles of progressive discipline, understanding that the purpose of discipline is to change unacceptable behavior and each disciplinary situation must be evaluated upon its specific facts.

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Progressive steps that can be used by a manager include: The steps of progressive discipline generally include as follows:

I. Verbal Counseling (~~written documentation of counseling shall be provided after the counseling~~); A corrective discussion between the manager and the Employee designed to give guidance and to assure understanding of expectations and requirements. The Employee will receive a copy of written documentation of counseling. The discussion may include training, outside workshops or resources that may help address or correct the employee's behavior.

II. ~~4th-Written Warning, addressing the specific nature of the problem and the specific steps which must occur for the employee to meet performance expectations for the employee's position;~~ This step in the progressive discipline process will result in a discussion between the manager, a Union Representative (if requested by the employee) and the Employee with documented specifics of the issue, referencing any prior counseling's and instructions, confirming that continued unacceptable behavior may result in escalated discipline. This step may be repeated at least one additional time for the same infraction before progressing to the next level of discipline.



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SEIU 1021 - Asian Art Museum Foundation (AAM) Contract Bargaining 2022

~~III. Final Written Warning, addressing the specific nature of the problem, and the specific steps which must occur to meet performance expectations for the employee's position; and that termination may be the result of failure to meet these expectations;~~

III. Suspension, either paid or unpaid: **At this step of the progressive discipline process, the Employee is removed from duty for a period not to exceed thirty (30) days.**

IV. Demotion: **At this step of the formal progressive discipline process, the Employee is involuntarily demoted to a downward classification and may or may not be associated with a reduction in salary.**

V. Termination of Employment: **The final step of the progressive discipline, the Employee is terminated from their position with AAM.**

The Employer shall issue a letter of discipline, suspension, demotion or discharge to the Employee and shall provide a copy of the letter to the Chief Shop Steward and the Union Field Representative. Such letter shall include a statement of the nature of the disciplinary action, the effective date of the action, and a statement of the cause(s) thereof, including specific acts and/or omissions.

Employees who have completed their probationary period and are subject to the discipline, suspension, demotion or discharge may appeal such action through the Grievance Procedure specified in Article 22 of this Agreement. In order to appeal such action taken by the Employer, the grievant and/or Union must notify the Employer in writing within ten (10) calendar days of the written notification from the Employer. Unless filed within this ten (10) calendar day period, the right of appeal is lost.

TENTATIVE AGREEMENT

FOR AAM

 06/13/22

LIA MAKSOUD
DIRECTOR OF HUMAN RESOURCES

DATE

06/13/22

FOR SEIU 1021

 06/13/22

XIU MIN LI
FIELD SUPERVISOR

DATE

5/26/2022



*Language to be deleted is struck through such as "~~strike through~~"; New Language is "**Bold and Underlined**". *The Union at all times reserves the right to add to, delete from, and otherwise modify or withdraw this proposal.

SEIU 1021 - Asian Art Museum Foundation (AAM) Contract Bargaining 2022

Union Proposal #11

Proposal Title: LAYOFF AND FURLOUGH

Date: 5/26/2022 6/2/2022 6/23/2022 7/7/2022 7/18/2022

ARTICLE 11. LAYOFF, FURLOUGH AND RECALL

When in the sole discretion of the Employer, a reduction in positions within a department (s) or classification(s) is determined to be necessary **due to a lack of funds, lack of work or change in operational needs, and to the extent possible, and to the extent possible, the Museum shall notify the union at least within 90 60 30 calendar days prior to the initiation of its intent to engage in layoff or furlough proceedings and prior to the 30-day notice to the affected employees. Management shall meet with the union within 5 business days of the notice to the union. The parties shall confer over possible alternatives to and mitigation of the impacts of layoff and furlough, including severance packages beyond the terms outlined for laid off employees.**

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A layoff is defined as a separation from employment due to a lack of fund, lack of work or change in operational needs or elimination of a bargaining unit position.

Layoff of employees in such department(s) and/or classification(s) shall occur as follows:

- **After the conclusion of the meet and confer with the union over layoff, the Employer shall provide at least thirty (30) days written notice to the affected employees and the Union regarding its intent to lay off employees, and shall, upon request of the Union, meet with the Union regarding the effects of such layoff on the bargaining unit. The Employer shall seriously consider alternatives to the layoff as may be proposed by the Union.**
- **At least thirty (30) calendar days prior to the layoff of employees, the Employer shall provide written notice to the affected employees and the Union.**
- Prior to any involuntary layoffs within a designated department(s) and/or classification(s), other employees in the same department(s) and/or classification(s) shall be afforded the opportunity to be considered for layoff first. Such volunteers will be accepted for layoff only if the Employer determines that the remaining staff includes employees with sufficient skills and ability to perform the remaining work.
- In the event of involuntary layoffs, the principle of seniority shall govern, therefore the last employee hired will be the first employee laid off within the affected classification. It is the intent of this section to protect the employment of the most senior employees, thus layoffs will be by seniority within a classification.

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Commented [1]: This was the original language from the existing CBA pertaining to this section.



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SEIU 1021 - Asian Art Museum Foundation (AAM) Contract Bargaining 2022

- ~~Each laid off employee who has worked for at least 12 months shall receive at least one month of severance plus one week of pay per every 12 months of service with the Museum based on the employee's last hourly rate of pay and one month of healthcare benefits if the employee is enrolled in the Employer's group medical plan.~~

Employees who are laid off shall be placed on a reinstatement list for a period of twelve (12) months from the date of layoff. Recall from layoff shall be in reverse order of layoff; that is, the last employee laid off in the classification shall be the first recalled.

Employees who are being recalled to duty will be notified by certified letter and **personal email** (if available) to their last known address on file with the museum. **Employees** are required to respond to the Employer within five (5) business days of the date of notification. It is the employee's responsibility to notify the Employer of any change of address. Failure of an employee to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights.

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FURLOUGH

A furlough is defined as a mandatory or **temporary leave of absence from which the employee is expected to return to work or to be restored from a reduced work schedule.**

When staff are needed to be placed on furlough due to a lack of fund, lack of work or change in operational needs, it will be the intent of the Museum to return as many employees to work as possible, contingent on business needs.

The Museum and the Union agree that:

- **Furloughed employees are not being separated from employment**
- ~~After the conclusion of the meet and confer with the union over furlough, to the extent possible the Employer shall provide at least thirty (30) days written notice to the affected employees and the Union regarding its intent to furlough employees.~~
- Consistent with Eligibility eligibility for unemployment insurance through the California Employment Development Department (EDD), the Museum will not contest eligibility for unemployment benefits for any furloughed employee. If required by the

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- EDD to respond, the museum will confirm that said employees were furloughed.
- Each furloughed employee will be given the option to either: A) cash out their accrued vacation, or B) Retain their accrued vacation balance while they are furloughed.
Furloughed employees must notify the Museum of which option they select within ten (10) days of notice of furlough. Furloughed employees will not accrue additional leaves such as vacation or sick leave. ~~Furloughed employees are not being separated from employment.~~ During the furlough period, the Museum will continue to provide furloughed employees health, dental, life, and vision benefits, subject to the employees paying standard employee-paid premiums (if applicable).
 - ~~The For employees who meet the eligibility requirement vacation during the furlough period.~~
 - Furloughed employees will retain their current seniority date upon return to work.
Furloughed employees will be recalled based on seniority within the classification, with the most senior person being recalled first.
 - The Museum will review the status of furloughed employees every 30 days to address staffing needs, and if an employee is recalled before the end of a month, they will be given five business days to respond. The recall notice may be delivered by overnight delivery to their last known address on file and email, if possible, with proof of service.
 - The Museum agrees to meet with the Labor Management Committee on a monthly basis to review and discuss the status of available work or funding as applicable.



**The Union at all times reserves the right to add to, delete from, and otherwise modify or withdraw this proposal.*

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Service Employees International Union, Local 1021



**Asian
Art
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NEGOTIATIONS 2022

Correspondence

FINAL COMPREHENSIVE TENTATIVE AGREEMENT

DATE: August 11, 2022

TIME: AM / PM

The following represents a comprehensive tentative agreement between the Asian Art Museum ("AAM") and the Service Employees International Union, Local 1021 ("SEIU" or "Union") as a result of the parties' collaborative discussions for a successor Collaborative Bargaining Agreement ("CBA").

Union Proposal #	Museum's Proposal / Response										
4 – Temporary & On Call Positions	Per AAM revised counter dated 8/10/22.										
7 – Vacation Accrual	<p>ARTICLE 15. VACATION</p> <p>Section I. Eligibility and Accrual Employees employed on a full-time continuous basis for the below listed periods shall be entitled to the indicated amounts of vacation with pay per year:</p> <table> <tr> <td>Continuous Service</td><td>Days of Vacation per Year</td></tr> <tr> <td>Date of Hire to four (4) <u>three (3)</u> years</td><td>13 <u>15</u> working days</td></tr> <tr> <td>Four (4) to nine (9) <u>Three (3) to six (6)</u> years</td><td>18 working days</td></tr> <tr> <td>Nine (9) to fourteen (14) <u>Six (6) to nine (9)</u> years</td><td>20 <u>21</u> working days</td></tr> <tr> <td>Fourteen (14) <u>Nine (9)</u> years and over</td><td>23 <u>24</u> working days</td></tr> </table> <p>Part-time employees accrue vacation benefits on a prorated basis relative to their full- time equivalent status.</p> <p>Employees are eligible to take time off for vacation as soon as it is accrued. Vacation must be scheduled with prior approval from the supervisor.</p> <p>No employee shall be credited with more than 2080 hours of paid service in any twelve month period for purposes of computing vacation allowance. Vacation is not accrued for overtime hours worked.</p>	Continuous Service	Days of Vacation per Year	Date of Hire to four (4) <u>three (3)</u> years	13 <u>15</u> working days	Four (4) to nine (9) <u>Three (3) to six (6)</u> years	18 working days	Nine (9) to fourteen (14) <u>Six (6) to nine (9)</u> years	20 <u>21</u> working days	Fourteen (14) <u>Nine (9)</u> years and over	23 <u>24</u> working days
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Fourteen (14) <u>Nine (9)</u> years and over	23 <u>24</u> working days										
10 – Holidays	Add Juneteeth as a holiday to Article 16 of CBA.										
11 – Layoff and Furlough	Per union counter dated 7/19/22.										

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**Service Employees
International Union,
Local 1021**



**Asian
Art
Museum**

NEGOTIATIONS 2022

Correspondence

13 – Wages	<p>Replace Article 13, Section 1 of the existing CBA with the following language:¹</p> <p>The Employer will implement wage range increases for all classifications based on the following schedule:</p> <p>Year one: within the first pay period following July 1, 2022: an increase of 5.0%.</p> <p>Year two: within the first pay period following July 1, 2023: an increase of 3.5%.</p> <p>Year three: within the first pay period following July 1, 2024: an increase of 3.5%.</p>
Term	<p>3-Year term effective July 1, 2022 through June 30, 2025.²</p> <p>Revise Article 29, Section 1 of existing CBA to as follows:</p> <p>This Agreement shall be effective July 1, 2016-2022 and shall remain in full force and effect to and including the 30th day of June 2020-2025 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of July 2020-2025, or the first day of July in any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.</p>

Executed Tentative Agreements To Date:

All previously executed tentative agreements are incorporated by reference herein. Specifically, the following constitutes the previously-executed tentative agreements:

- 2022-05-26 Union # 2 - New Member Orientation
- 2022-05-26 Union # 3 - Anti-Bullying
- 2022-05-26 Union # 6 - Out of Class Pay
- 2022-05-26 Union # 8 - Discipline
- 2022-06-30 Union # 1 - Bargaining Unit List
- 2022-06-30 Union # 5 - Contractors

¹ The Salary Schedule in the existing CBA will be updated accordingly.

² All references to the term of the MOU will be updated in the successor MOU to reflect a new term of July 1, 2022 through June 30, 2025 (i.e. cover page and Article 29, Section 1).

**Service Employees
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Local 1021**



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NEGOTIATIONS 2022

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All previously signed and executed tentative agreements between AAM and the Union shall be incorporated into the successor Collective Bargaining Agreement. —All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.

The parties agree to recommend positively this Final Comprehensive Tentative Agreement to their principals for ratification.

For the Museum

For the Union


Christopher Bouchier

08/11/22

for Lia Maksoud

Date

Director of Human Resources


XiuMin Li

08/11/22

XiuMin Li

Date

Field Supervisor

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