

AGREEMENT

between

THE EXPLORATORIUM

and

**LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

July 1, 2017 through June 30, 2021

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the Exploratorium
and
SEIU Local 1021
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AGREEMENT

This Agreement is entered into this 1st day of July, 2017 by and between the Exploratorium (hereafter called the "Employer") and Service Employees International Union Local 1021 (hereafter called the "Union").

ARTICLE 1. RECOGNITION

Section 1. Exclusivity

In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20-RC-16758, the Exploratorium recognizes the Union as the exclusive representative for purposes of collective bargaining concerning wages, hours, and other conditions of employment for the bargaining units defined in this Article and found appropriate by the NLRB.

Section 2. Bargaining Units

The bargaining units covered by this Agreement are as follows:

- a. all regular full-time and regular part-time retail, office clerical, administrative, technical, programmatic, and janitorial employees employed by the Exploratorium at its California facilities;
- b. all regular full-time and regular part-time professional employees, including teachers, teachers-in-residence, information systems managers, and librarians employed by the Exploratorium at its California facilities;
- c. excluding all other employees, including confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act as amended ("the Act"); and
- d. excluding (a) employees who work in jobs requiring less than 9.375 hours per week, and (b) high-school Explainers and high-school students serving as interns or aides.

Any new positions or classifications created by the Employer which perform duties substantially similar to those of bargaining-unit members shall be assigned to the appropriate represented bargaining unit and shall be covered by this Agreement.

The use of a combined contract by both bargaining units is not intended by the parties to create a single bargaining unit. Each unit will continue to maintain their own terms and conditions of employment, some of which may be identical to the terms and conditions of employment of the other bargaining unit. Such sharing of provisions is not intended to affect the separateness of the units.

Section 3. Definitions/Categories of Employees

There shall be six regular employee categories: a) Full-Time; b) Part-Time; c) Fixed-Term; d) Temporary; e) Seasonal; and f) On-Call.

- a. **Regular Full-Time.** A regular full-time employee is one who works in a regular position requiring at least 37.5 hours per week. Any employee designated as regular full-time will accumulate and receive fringe benefits as provided in this Agreement.
- b. **Regular Part-Time.** A regular part-time employee is one who works in a regular position requiring more than 9.375 hours but less than 37.5 hours per week. Any employee designated as regular part-time will accumulate and receive fringe benefits as provided in this Agreement. All regular part-time employees will accrue vacation, holiday, and sick leave on a pro rata basis, based on hours worked, but in no case more than 37.5 hours per week. Regular part-time employees who meet the eligibility requirements of Section 1 of Article 9 are eligible for group insurance benefits. Regular part-time employees who work additionally in intermittent ("on-call") jobs will be compensated for this additional work in accordance with Article 8.
- c. **Fixed-Term.** A fixed-term employee is a full-time or part-time employee hired for a specific term, the duration of which exceeds six months of continuous employment. This category includes:
 - * special training interns;
 - * first-year teachers at the Exploratorium;
 - * teachers-in-residence;
 - * artists/teachers;
 - * Explainers; and
 - * those hired into a position specifically tied to restricted funding.

The specific dates of the fixed-term appointment will be announced on the job posting and included in the employee's appointment letters.

Termination of employment will occur at the conclusion of the fixed term. In the event funding for the same project is extended, the position may extend to the completion of the project with the written consent of the employee and the Union.

Any fixed-term employee employed for more than two consecutive terms in the same classification and for a period of two years or more shall be offered regular employment in the appropriate part-time or full-time status, except as otherwise agreed among the Exploratorium, the employee, and the Union.

If the Exploratorium decides to convert the fixed-term position to a regular position, the incumbent in the fixed-term position will have the right of first refusal of hire to the regular position.

Employees concluding a fixed term will be considered as internal candidates for any openings for which they may be qualified.

The Exploratorium shall not use fixed-term employment to avoid hiring regular employees.

- d. Temporary. A temporary employee is one who is hired to work either as regular part-time or regular full-time for a limited period of time, which shall not extend beyond 180 calendar days unless otherwise agreed to by the Union. Such a temporary employee shall be eligible for fringe benefits except as provided in Articles 9 and 13.

The Exploratorium shall not use temporary employment to avoid hiring regular employees.

- e. Seasonal. A seasonal employee is one who works on a monthly published schedule for more than 9.375 hours per week. Any seasonal employee who works more than 18.75 hours per week for 13 consecutive weeks or more after the completion of training shall be recategorized out of the seasonal category into the appropriate regular category (part-time or full-time). Apart from circumstances beyond management's control, such as limited availability on the part of the employee, training will last no more than 30 days. Except as otherwise set forth in this agreement, seasonal employees will be treated the same as on-call employees.

The Exploratorium shall not use seasonal employment to avoid hiring regular employees. Employees who have worked in the seasonal capacity shall be considered as internal candidates for the purposes of consideration of any open position.

- f. On-Call. An on-call employee is one who works intermittently, as needed, for more than 9.375 hours per week. Any on-call employee who works 18.75 hours or more per week in any one position for more than six consecutive weeks shall be re-categorized out of the on-call category into the appropriate regular category (part-time or full-time).

ARTICLE 2. UNION SECURITY

Section 1. Membership

It shall be a condition of employment that all employees of the Exploratorium covered by this Agreement within 31 days of the execution of this Agreement or upon completion of the Probationary Period defined in Article 5, Section 3 a., whichever occurs later, shall either (a) become and remain members of the Union in good standing, or (b) commence and continue payment to the Union of an equivalent service fee. Such service-fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Union members for representation on matters of wages, hours, and other terms and conditions of employment. (Temporary employees are not required to pay initiation or equivalent fees unless and until they become regular employees.)

Section 2. Contact Information

The Exploratorium shall supply the Union with the names, addresses, classifications, and departments of work of employees hired or terminated within 15 days of their hiring or termination. The Exploratorium shall distribute the Union's membership/service fee-payer form and a list of current Union stewards, both provided by the Union, to all new employees in the bargaining unit.

The Union shall be invited to participate in new employee orientation sessions for the purpose of distributing copies of the bargaining agreement and orienting new Union employees.

Section 3. Dues Deductions

The Exploratorium shall deduct, during the period of this Agreement, from each unit member's wages the amount of Union dues and initiation fee, or equivalent service fees as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Exploratorium with a written authorization of such deductions. The Union will notify the Director of Organizational Development or designee in writing of the amount or the percentage required as a condition of employment. Such deductions will continue until revoked in writing by the employee. Any such authorization or revocation shall become effective as soon as practicable, but not later than the first payroll period of the month following receipt by the Exploratorium of the authorization or revocation. The dues and fees deducted will be transmitted by the Exploratorium to the Union within a reasonable time after the applicable payday, but in any case within two weeks.

Section 4. Exemption from Membership

Notwithstanding any provision of this Article, any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting unions shall be exempt from the requirements of Section 1 of this Article; provided, however, that such an employee shall be required, in lieu of compliance with Section 1 of this Article, to pay sums equal to the equivalent service fees to a charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from one of three such funds, to be named by the Union within 30 days.

Proof of such payment shall be made by the employee to the Union on a monthly basis.

Section 5. COPE Deduction

The Exploratorium will deduct, during the period of this Agreement, contributions to the Committee on Political Education (COPE) for each employee who submits an appropriate payroll deduction authorization in writing. All of the provisions of Sections 3, 4, and 6 of this Article relating to authorization, effectiveness, revocation, transmittal, certification, and liability as they apply to the deduction of dues or equivalent service fees shall also apply to the deductions provided in this Section. Any payment of contributions to COPE shall not be a condition of employment.

Section 6. Separation for Noncompliance

No employee shall be separated for noncompliance with the provisions of this Article if the Exploratorium has reasonable grounds for believing that the Union's request is for reasons other than the failure of the employee to remain in good standing. Good standing means tendering periodic dues uniformly required as a condition of membership in the Union, or alternatively to tender a service fee equivalent to those periodic dues, or alternatively to conform to the provisions of Section 4 of this Article.

Section 7. Hold Harmless

The Union agrees to hold the Exploratorium harmless for any liability, monetary or legal, in the Exploratorium's performance of its check-off obligation so long as the Exploratorium has delivered to the Union all funds deducted pursuant to payroll deduction authorizations in effect at that time. The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union as provided. 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.

ARTICLE 3. NO DISCRIMINATION

Section 1. Equal Opportunity

The Union, the employees, and the Employer agree that conduct which constitutes unlawful harassment or discrimination on the basis of race, ethnicity, AIDS/HIV status, religious creed, color, national origin, ancestry, physical or mental disability, genetic information, military or veteran status, marital status, sex, gender identification or expression, political belief, family status, sexual orientation, age, pregnancy, citizenship or immigration status, status as a victim of domestic violence, and any other legally protected classes or because of membership in the Union or activities on behalf of the Union will not be tolerated. Those violating this policy may be subject to disciplinary action. It is understood that the Employer is an equal-opportunity employer, consistent with all applicable laws.

Likewise, the administration of all other personnel matters such as compensation, benefits, work assignments, layoffs, recall, training, and social/recreational programs will be free from any illegal discriminatory practices.

Section 2. Diversity Committee

The Union shall appoint up to three bargaining unit employees as members of the Exploratorium's Diversity Committee.

The Committee shall meet up to six times per year at the request of Committee members from the bargaining unit or from management unless the parties mutually agree to additional meetings. Scheduling of all meetings shall be by mutual agreement.

Section 3. No Harassment

Employees have the right, as protected by law, to work in an environment free of sexual and other harassment.

Sexual harassment may be defined as unwelcome sexual advances, requests for favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly, a term or condition of employment, or is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.

In a cooperative workplace, a clear distinction exists between appropriate counseling, coaching, training, and correction by a supervisor to an employee or between coworkers, and behavior by a supervisor or coworker who badgers, threatens, or otherwise bullies the employee and creates a hostile and intimidating workplace. It shall therefore be a violation of this section for any employee to badger, threaten, or otherwise bully any other employee. Nothing herein restricts a manager's reasonable exercise of authority.

ARTICLE 4. UNION STEWARDS AND REPRESENTATION

Section 1. Designation of Stewards

The Union may designate up to 10 employees to act as stewards and 10 employees to act as alternates who shall be selected by the members of both bargaining units covered by this contract. The Union will provide the Exploratorium with their names as well as the names of the Chief Shop Steward and Deputy Chief Shop Steward who shall function as liaisons with management, receiving and disseminating information from and to management on all matters involving application and interpretation of this Agreement.

Section 2. Steward Release Time

Each steward, with the prior concurrence of their supervisor, shall be eligible for reasonable time off from actual scheduled work, payable at regular wage rate, solely to discharge the steward functions under this Agreement as described in this Section:

- a. To investigate grievances and to act as a representative of a grievant at meetings with supervisors in attempts to informally resolve problems arising in connection with the application or interpretation of, or compliance with this Agreement, before they become formal grievances, and at the specified steps of the grievance procedure (see Article 17) if the grievant so desires; and
- b. To provide representation for employees during investigatory interviews and disciplinary meetings conducted by the Exploratorium. It is agreed that an employee, upon their request, is entitled to have a Union Steward and/or Union Field Representative present during disciplinary meetings or investigatory interviews where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of Union representation is conditioned upon the requirement that the Union Shop Steward and/or Union Field Representative be available for participation within 48 hours, excluding Saturday, Sunday, and holidays, of the employee's request for the Union's presence. If such representation is not available within the 48 hours, the matter may proceed without representation.

Such time off for each designated steward shall not exceed 20 hours in any two consecutive months for full-time employees. Time off for part-time employee stewards shall not exceed 10 hours in any two consecutive months. Alternates shall not be entitled to an additional allocation of release time but must share the time allotted for stewards. Such time off for the entire steward group shall not exceed 350 hours in a calendar year.

Section 3. Union Business Release Time

When the Union, in writing, informs the Employer that an employee has been selected to serve as a Union official on paid status the following shall apply:

- a. The Employer shall determine if the employee can be released as requested.
- b. If the Employer determines the employee can be released for the service requested by the Union, the employee shall be maintained in their current budgeted status.
- c. The employee shall request, and shall be granted time off unless there is an operational need to deny time off to attend the Union activities.
- d. Under no circumstances shall the employer be exposed for any workers compensation liability during those hours the employee is serving in an official Union capacity off site.
- e. The Employer shall bill the Union monthly for wages paid to the employee when performing as a Union official along with benefits at 113.75% of the salary.

Section 4. Worksite Visits

A duly authorized Union representative shall be admitted to worksites, after notifying the Director of Organizational Development or designee, during normal working hours for the purpose of administering the terms and conditions of this Agreement. This right shall be exercised reasonably and shall not unreasonably disrupt the work of the employees.

Section 5. Union Sponsored Training

The Union may request that stewards attend Union-sponsored training providing that the absence of the steward does not represent a hardship to their work unit. Union training requests shall be submitted in writing to the steward's immediate supervisor, specifying the amount of time requested, not less than two weeks in advance of the training. The request shall be approved, or denied, in writing, and a copy forwarded to Organizational Development.

The Union may request up to five days per year for each officer or steward to attend training and conferences which relate to representation. Wages for this time off shall be directly paid by the Union unless the employee elects to use accumulated paid time off. Any accumulated time off used by an employee under this provision shall be counted toward the five days per year maximum.

ARTICLE 5. SELECTION AND HIRING

Section 1. Job Posting

All open positions covered by this Agreement will be posted within the museum for at least two weeks with the following exceptions:

- a. Temporary positions
- b. A position for which there is available a qualified employee who has been laid off from a job of the same classification within the past 12 months and who desires to be recalled.

All employees who feel they are qualified are encouraged to apply before the position is filled.

Section 2. Filling of Vacancies

- a. In filling posted vacancies covered by this Agreement, the Exploratorium will interview all qualified internal applicants and will select, from the pool of internal and external applicants, the most qualified candidate who meets the requirements and qualifications listed on the open position's job description. Upon request, managers will meet with internal applicants who are not qualified and explain what will be needed to qualify for the position. When a group of candidates is substantially equally qualified in skill and ability, the first preference will be given to internal candidates for whom selection will be a promotion; second preference will be given to internal candidates for whom the selection would not be a promotion. Amongst internal candidates, when none of these preferences governs, preference will be given based on seniority.
- b. Field Trip Explainer Field Trip Program Classification Vacancies. In the filling of the fixed-term Field Trip Explainer positions at the start of each annual Field Trip Program, 1/3 of the Field Trip Explainer positions available will be classified as Field Trip Explainers I and will be filled with applicants new to the program. Two-thirds of the Field Trip Explainer positions available will be filled, when possible, with applicants who had been Field Trip Explainers the previous year. Those selected who have completed two semesters as Field Trip Explainers I in the previous year will be classified as Field Trip Explainers II; those selected who have completed two semesters as either Field Trip Explainers II or III in the previous year will be classified as Field Trip Explainers III. (Field Trip Explainers who are offered and accept other work at the Exploratorium for the summer between field-trip seasons shall retain all benefits enjoyed during their employment as Field Trip Explainers so long as that summer employment, in any combination of positions, totals at least 1/2 time. In order to assist the Field Trip Explainers with making personal decisions for the fall term, the Exploratorium agrees to provide notice to all Field Trip Explainers of their employment status prior to July 15 of each year.

- c. Current employees shall be given priority for hire for an on-call assignment when they have sufficient skill and ability to adequately perform the duties of the assignment. Under no circumstances shall an employee be able to exercise the priority right, if it will place the employee's compensation at the overtime rate.

Section 3. Probationary Period

- a. All new employees, upon hire, shall be required to serve an introductory Probationary Period of 120 days, extendable by management at its sole discretion by an additional 30 days. Any further extension of the Probationary Period must have the Union's written concurrence. At the time of any extension to an employee's Probationary Period, the management must notify the employee and the Union, in writing, of the specific reasons for the extension and any deficiencies to be corrected.
- b. The purpose of this Probationary Period is to give both the new employee and the museum the opportunity to evaluate suitability in terms of knowledge, skill, ability, and interest.
- c. If an employee is absent more than five regularly scheduled workdays during their Probationary Period, the Exploratorium may extend the employee's Probationary Period by the number of days of absence in excess of five days.
- d. New employees will receive an orientation to the museum in their first two weeks of employment so they can understand the organizational structure and both formal and informal communications channels. Orientation should also include a tour of the museum and review of the safety procedures.
- e. The Union will be sent a list of new Union employees quarterly. Employees will be granted one hour paid time, to be scheduled at the mutual agreement of management and the Union, for the purpose of attending an orientation session organized by the Union. At the time of hire, the Employer will provide each newly hired employee with a copy of the application for membership regarding Union membership, which the Union shall furnish to the Employer.
- f. If at its sole discretion the Exploratorium decides a new employee will not be suitable, employment may be terminated at any time during the Probationary Period without advance notice or cause. Termination during the Probationary Period shall not be subject to review under the Grievance and Arbitration procedure, Article 17, or through any other internal appeal procedure.
- g. Following the Probationary Period, an employee may only be terminated for just cause.
- h. All new teachers are initially hired on a fixed-term basis during their first teaching year, except for Teachers-in-Residence, who may be hired for a second year fixed-term assignment. Rehire to a regular teaching appointment is based on management's review of the employee's performance and suitability for the

Exploratorium's teaching environment. Following a teacher's assignment to a regular teaching appointment, they may only be terminated for just cause, or as a result of layoff in accordance with Article 6.

- i. A temporary employee who receives a regular or fixed-term appointment to the same position which they have been occupying on a temporary basis will have their Probationary Period reduced by the amount of time they served in that temporary position, but in no event will the Probationary Period be less than 60 calendar days.
- j. When an employee's on-call/temporary status changes to a regular employee, and the employee completes their Probation Period, the employee's date of hire, as a regular employee, shall be adjusted by the number of hours they worked as an on-call or temporary employee in that position.
- k. Probationary Period for Promotion or Voluntary Transfer:

An employee who is promoted, or who voluntarily transfers to a position which has duties and responsibilities different from their existing positions, shall serve a new Probationary Period of 90 days, which can be extended by mutual agreement for an additional 60 days. An employee released during the Probationary Period following promotion or voluntary transfer shall be reinstated to their former position at the former salary, unless the reason for release is just cause of dismissal from employment with the Exploratorium. An employee who is released during a Probationary Period following promotion or voluntary transfer shall retain appeal rights to dismissal from employment, but not to the right to appeal their release from the position to which promoted or transferred.

Section 4. Temporary Employment

No bargaining unit position may be filled with temporary employees for more than 180 calendar days unless otherwise agreed to by the Union.

Section 5. Subcontracting

The Exploratorium agrees that there shall be no subcontracting or contracting out of work regularly and customarily performed by employees in the bargaining unit where layoffs of such employees will directly result.

In addition, the Exploratorium agrees that there shall be no ongoing subcontracting or contracting out of work regularly and customarily performed by employees in the bargaining unit (with the exception of manufacturing activities related to exhibits and products for sale) for longer than 180 calendar days unless the Exploratorium provides to the Union written notice of such intent 30 calendar days in advance and makes itself available to negotiate with the Union on that intent.

ARTICLE 6. SENIORITY AND LAYOFF

Section 1. Definitions of Seniority

The definition of seniority is total length of service at the Exploratorium determined as follows:

A. Accrual Statuses:

Full Accrual Status

Employees in full-time or part-time or fixed-term status at an FTE of .53 or greater shall accrue seniority based on years of service.

Partial Accrual Status

Subject to the exceptions below, on-call employees, temporary employees, and any employees working at less than .53 FTE in any status who subsequently move to a Full Accrual Status position shall have their seniority calculated for the period of time spent in a Partial Accrual Status based on hours worked, as set forth in the Hours Adjustment section below.

B. Seniority Date

Employees' Seniority Dates will be determined as follows:

If the employee starts as a **full-time** employee, then Seniority Date is the date the employee starts working at the Exploratorium.

If the employee starts as a **part-time** employee at an FTE of .53 or more, then Seniority Date is the date the employee starts working at the Exploratorium.

If the employee starts as a **part-time** employee at an FTE of less than .53, then Seniority Date is the date the employee starts working at the Exploratorium in Full Accrual Status, subject to the Hours Adjustment set forth below.

If the employee starts as a **fixed-term** employee at an FTE of .53 or more, then Seniority Date is the date the employee starts working at the Exploratorium.

If the employee starts as a **fixed-term** employee at an FTE less than .53, then Seniority Date is the date the employee starts working at the Exploratorium in Full Accrual Status, subject to the Hours Adjustment set forth below.

If the employee starts as a **temporary** employee at an FTE of .53 or more and then immediately moves into a Full Accrual Status position with no break in service, then Seniority Date is the date the employee starts working at the Exploratorium.

If the employee starts as a **temporary** employee (in any other form), then Seniority Date is defined as the date an employee's status changes to a Full Accrual Status position, subject to the Hours Adjustment set forth below.

If the employee starts as a **seasonal** employee (in any form) then Seniority Date is defined as the date an employee's seasonal status changes to a Full Accrual Status position, subject to the Hours Adjustment set forth below.

If the employee starts as an **on-call** employee (in any form), then Seniority Date is defined as the date an employee's on-call status changes to a Full Accrual Status position, subject to the Hours Adjustment set forth below.

C. Hours Adjustment

Employees who begin working for the Exploratorium in a Partial Accrual Status and then transition into a Full Accrual Status position will have their Seniority Date adjusted to account for hours worked in a Partial Accrual Status. The adjustment will be calculated by dividing the total number of hours worked by the employee in a Partial Accrual Status since January 1, 2009, by 7.5 and adjusting their Seniority Date by that number of days, based on five days per week. Employees who worked in one or more of the above statuses before January 1, 2009, shall have their Seniority Date adjusted by reviewing any available documentation produced by the employee, time estimates, or such other means as agreed to by the Exploratorium and the Union.

In the event that an employee works in a Partial Accrual Status for a year or more between two Full Accrual Status positions, that employee's seniority for the period of Partial Accrual Status shall be calculated according to the Hours Adjustment formula above.

In no event shall an employee's Seniority Date be before their actual date of hire.

Previous seniority shall be lost only upon the occurrence of one or more of the following:

- any single separation from employment lasting more than 12 months;
- resignation;
- termination during the Probationary Period;
- discharge for just cause; and
- failure to report to work within 15 calendar days of a recall from layoff.

In the event that the Exploratorium is unable to calculate an employee's seniority date under the rules set forth above, the parties will meet and confer to determine the Seniority Date.

Section 2. Layoff and Recall

- a. A layoff shall be defined as an involuntary complete separation from employment of an employee based upon need determined by management to reduce staff for budgetary or operational reasons. The decision to lay off employees for budgetary reasons will be at the sole discretion of management. Upon written request, management agrees to make available to the Union any relevant financial records required by law to justify its decision. In accordance with the law, if the decision to lay off employees is for operational reasons, management will meet and confer with the Union over this decision if the Union requests such meeting in writing.
- b. Prior to any involuntary layoff, employees shall be afforded the opportunity to request unpaid leaves of absence/sabbaticals. Management shall review these requests and, providing they do not cause significant organizational hardship, shall approve such requests whenever possible before initiating any layoff.
- c. As an alternative to a layoff, management may elect to impose involuntary reductions in time. Such reductions shall be subject to the criteria described in b. above.
- d. Employees who elect to take unpaid leave/sabbatical in the event of budgetary or operational necessity shall be considered active employees for the purpose of seniority.
- e. If the operational needs are not met through voluntary leave/sabbatical then employees in the same work group and classification shall be afforded the opportunity to be considered for layoff first. Such volunteers would be accepted for layoff only if remaining staff included employees with sufficient skills and ability to perform the remaining work. Employees shall be subject to involuntary layoff under terms specified below only if an insufficient number of employees volunteer for and are accepted for layoff under the preceding condition.
- f. It is the intent of this section to protect the employment of the most senior employees and the goal of the Exploratorium is to support the alignment of seniority with skill and ability wherever possible.
 - In the event of layoffs, the principle of institutional seniority shall govern if skill and ability are substantially equal, inclusive of but not limited to the employee's values-based performance evaluations.
 - Thus, if skill and ability are substantially equal, layoffs shall occur in order of institutional seniority, i.e. the least institutionally senior employee, as determined by seniority date, in the classification in the work group where the layoff is to occur will be the first laid off.
 - 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.

g. In the event of layoffs, employees may exercise bumping rights against employees with less institutional seniority as follows:

- Within their current classification; or in other classifications within the employee's current department in which the employee has had prior experience at the Exploratorium within the previous 48 months, provided there exists such a job for which the employee exercising bumping rights is qualified in skill and ability, and is able without additional training (as differentiated from orientation) to perform; or
- Within their current classification or in other classifications outside of the employee's current department in which the employee has had prior experience at the Exploratorium within the previous 24 months provided there exists such a job for which the employee exercising bumping rights is qualified in skill and ability, and is able without additional training (as differentiated from orientation) to perform.

If an employee to be laid off is offered an opportunity to bump into a particular job, that employee has 10 calendar days in which to accept or decline the bump, after which the employee shall be deemed as having declined to bump and shall be laid off. The bumping provisions of this section do not apply to employees classified as Explainers except that an explainer being laid off may exercise bumping rights against less senior employees in other classifications as provided immediately above in this paragraph (e).

- h. Regular employees who are laid off shall receive two weeks of severance pay for the first year of service and one week of severance pay for each year of service thereafter with the Exploratorium, to a maximum severance pay of 12 weeks salary.
- i. At least 30 calendar days prior to the layoff of employees, the Exploratorium shall notify the Union, in writing, of its intent to layoff employees, and shall, upon request of the Union, meet and confer with the Union on the effects of such layoff on the bargaining units. The Exploratorium shall seriously consider alternatives to layoff as may be proposed by the Union.
- j. Employees shall not accrue seniority while on layoff, but shall not forfeit previously accrued seniority and benefits unless seniority is lost as defined in Section 1 above. In the event of recall within 12 months of layoff, or rehire, an employee's years of service for calculation of a succeeding severance pay shall begin with the date of return to service or rehire.

Section 3. Involuntary Reductions in Time

- a. Notice of involuntary reductions in time shall be subject to the process described in Section 2.g. above.
- b. Employees subject to involuntary reductions in time shall have the option to receive partial severance. Severance shall be calculated in accordance with the criteria specified in Section 2.f above and shall be based on the percentage of time reduced. Employees electing to receive partial severance at the time of involuntary time reduction, who are then subject to layoff following the involuntary reduction, shall, at the time of complete separation, receive severance based upon their involuntarily reduced schedule. Employees electing not to receive partial severance at the time of involuntary time reduction, who are then subject to layoff following the involuntary reduction, shall, at the time of complete separation, receive severance based upon their regular work schedule prior to the imposition of the involuntary time reduction.
- c. Employees subject to involuntary reductions in time shall have the option of requesting to be laid off. Such requests shall be subject to the provisions of Article 6, Section 2 above.

ARTICLE 7. PERSONNEL RECORDS

Section 1. Access to Records

- a. Access to personnel files is restricted to authorized employees, supervisors, and managers.
- b. Employees may inspect their own personnel files during office hours upon request and may have a copy of anything in their files. Under California law, previous employment references may first be removed.
- c. The Employer shall notify the employee of any material of a derogatory nature placed in the employee's official personnel file within 14 days. The employee shall have the right to respond to any material filed. This response shall be attached to the file and remain in the file.
- d. Information of a complimentary nature received by the employee or the Employer may be added to the personnel file at the employee's request.
- e. If an employee believes that certain materials are irrelevant, inaccurate, or obsolete (or should be in the file but are not), they may submit a written request to the Director of Organizational Development or designee to add, delete, or seal the material in question. If the request is not honored, the employee will be given a written reason for such denial. If unsatisfied, the employee may write a statement of disagreement, which will be placed in the file.

Section 2. Release of Information

Reasonable efforts shall be made to protect the privacy of employees' personnel records. Information shall generally be released externally only with the employee's authorization. When the Exploratorium is required by law to produce records of private information on employees, it shall be the policy of the museum to protect confidential information not relevant to the inquiry. The Exploratorium shall notify employees in advance, if possible, or promptly thereafter, of any such external requirement unless prohibited by law.

Section 3. Employment Verification

It is the policy of the Exploratorium not to release information over the phone other than to verify dates of employment, latest job title, and current salary. Written requests for employment information (e.g., salary verification for a bank loan) must be accompanied by the employee's signed authorization and must be addressed to the Director of Organizational Development or designee.

Section 4. Job Descriptions

A copy of all bargaining-unit job descriptions currently on file will be placed in a public file available to all employees. The Organizational Development Department will update the public file by adding job descriptions for new or changed positions as they are developed and by removing outdated ones. After receiving notification of missing copies the Organizational Development Department will replace such copies in the public file.

ARTICLE 8. WAGES/SALARIES

Section 1. Wage and Salary Schedules

The Exploratorium will pay employees in accordance with the wage and salary schedule contained in Appendix A/General. No employee shall suffer a loss in pay as a result of the implementation of this wage scale.

New employees shall be hired at a salary step appropriate to the experience they bring to the job. Employees shall be advanced to the next salary step of their classification upon their anniversary date of hire, providing their performance has been adequate in the previous year.

No employee from the outside shall be hired at a higher rate of pay than the top step of the classification to which they are hired. If the Exploratorium deems it necessary to raise the salary schedule of a particular classification, the Exploratorium shall notify the Union that it is raising the salary schedule for all employees in that classification.

On-call employees who work 9.375 hours or more in the same on-call position in any fiscal year shall receive a one-time salary step increase for all subsequent on-call work in that position.

Section 2. Cost of Living Adjustments (COLA)

The Exploratorium shall increase the Step Wage Schedules as follows:

2.0% upon ratification of this Agreement

1.5% on January 1, 2018;

1.5% on July 1, 2018;

1.5% January 1, 2019;

1.5% July 1, 2019;

1.5% January 1, 2020;

1.5% July 1, 2020; and

1.5% January 1, 2021.

The above increases shall also apply to employees who are paid above the top step of their assigned wage classification.

Section 3. Additional Duties

A non-exempt employee who, in addition to their regular duties, works in a position of another classification shall be paid for that additional work at the rate of pay appropriate for the supplementary position.

Section 4. Work Outside of Classification

The Exploratorium may reassign employees to jobs differently classified from their established classification.

- a. Employees assigned to work in a lower-paid classification shall continue to be compensated at the rate of pay of their established classification unless they are permanently reassigned to a lower classification.
- b. Employees assigned to assume the responsibilities of an absent employee or of a vacant position in a higher-paid classification within the respective bargaining unit shall be compensated at the higher rate of pay if the assignment lasts at least three weeks.
- c. Employees assigned to assume the responsibilities of a vacant supervisory or other non-unit position outside the bargaining units shall be paid at least 5% more than their regular rate of pay for the duration of the assignment if the assignment lasts at least three weeks. The employee's assignment outside the bargaining unit shall not otherwise be subject to review under this Agreement.

Section 5. Shift Pay

A non-exempt employee who is required (as contrasted to volunteers) to work a shift not part of their normally scheduled hours shall receive 1.05x their base rate of pay for all hours worked between 6 p.m. and midnight, and 1.1x their base rate of pay for all hours worked between midnight and 6 a.m., unless the overtime provisions apply.

Section 6. Meal Allowance

When an employee works a special evening assignment after 6 p.m., not part of their regular shift that day, the Exploratorium will provide a meal (or a meal reimbursement up to \$20.00 at its sole discretion), when there is less than one hour between the end of the regular shift and the commencement of the reporting time for the special assignment.

Section 7. Job Classification Appeals

The Exploratorium and the Union shall maintain a Job Classification Appeals procedure. Any employee who believes that their classification is improperly related to other classifications with respect to compensation may submit an appeal to the Director of Organizational Development. A group of three persons selected by the Union and three persons selected by the Exploratorium shall be convened to review the appeal within two weeks of the request. A majority decision by the Appeals group shall be final and binding on the parties. If the group has difficulty in reaching a majority decision on the appeal, the parties shall solicit the services of a commissioner from the Federal Mediation and Conciliation Service to serve in a non-voting capacity on the appeals group.

Section 8. New Classifications

At least 14 calendar days before posting notice of a new classification the Employer shall provide a job description and salary schedule to the Chief Shop Steward, Chapter President, and the Union offices. The Union must notify the Employer within seven days of receipt to request to meet and confer regarding the new classification. The deadline for the request to meet and confer may be extended by mutual agreement between the parties up to a maximum extension of seven days. If the Employer does not receive a request to meet and confer within the specified time period, posting of the classification shall proceed.

ARTICLE 9. BENEFITS

Section 1. Group Insurance Eligibility

Regular full-time and part-time employees who both a) are scheduled to work at least 20.0 hours per week have an FTE of 50% or greater exclusive of overtime or extra intermittent work, and b) meet the corresponding eligibility requirement of the particular plan, are eligible for group insurance on the first day of the month following completion

of ninety (90) consecutive days of employment. Group insurance includes medical insurance and dental insurance, both with accompanying life insurance.

This 90- day waiting period for group insurance eligibility is waived for staff who return to work within six months of leaving, who are rehired into regular jobs, which meet the eligibility requirements above, and who were formerly eligible for group insurance coverage.

Section 2. Medical Coverage

Available Options: Eligible employees may choose between at least two medical plans: a Kaiser Traditional HMO (health maintenance organization) or a Kaiser high-deductible health plan (HDHP) with an employee-funded health savings account. Employees may enroll registered domestic partners in their health plan upon proof of registration. The Exploratorium will make best efforts to provide at least two additional plan options, one of which will be a high-deductible health plan ("HDHP").

Employer Contribution: The cost of medical coverage is adjusted annually by the medical providers. The Exploratorium will pay the following percentages of the premiums for available health plans.

For the following dates:

July 1, 2017–Dec. 31, 2017 *Maintain current benefit structure*

Jan 1, 2018–Dec. 31, 2021

For Kaiser HDHP:

	<u>Employer Share</u>	<u>Employee Share</u>
Employee	100%	0%
Spouse or domestic partner	75%	25%
Other dependents	75%	25%

All other plans:

Employee	75%	25%
Spouse or domestic partner	75%	25%
Other dependents	75%	25%

If the Exploratorium receives a quote for renewal of the existing Kaiser health insurance plan(s) indicating that premiums will increase by 6% or more for Kaiser health insurance plan(s), the Exploratorium will within 10 business days of receiving the renewal quote offer to bargain with the Union concerning the proposed increases,

including purchase of a substitute insurance plan(s) and all other matters pertinent to the costs and coverage of the group HMO insurance plan(s). The Exploratorium will solicit bids from several insurance carriers and will present all bids to the Union. If the parties cannot agree on the purchase of a substitute HMO plan(s), the Exploratorium may purchase a substitute plan(s) in order to maintain the same premium cost or a premium cost similar to what it paid the prior year provided that the employee's co-pay does not increase by more than 50%.

Any bargaining concerning group HMO medical insurance renewals or the purchase of a substitute insurance plan(s) must be completed 15 days before the commencement of the annual enrollment period for the medical plan(s).

In the event of major legislative, insurance market, or other changes that affect the ability of the Exploratorium to offer health benefits at existing levels or the tax treatment of those benefits, either party may request a limited re-opener of this section.

Section 3. Dental Insurance

Full-time and regular part-time employees who work 20 hours per week or more may elect dental insurance coverage. The cost of dental coverage is adjusted annually by the provider, but the Exploratorium will continue to cover a fixed percentage of the premiums based on the following schedule. The remainder is paid by the employee.

<u>Dental Plan</u>	<u>Employer Share</u>	<u>Employee Share</u>
Single Coverage	75%	25%
Family Coverage or domestic partner	75%	25%

The Exploratorium will initiate no changes in the provisions of the dental plan without the consent of the Union. The parties shall, however, work to secure plans which may provide a higher level of benefits at equal or lower premium rates than are now paid for existing plans.

Section 4. Vision Insurance

Full-time and regular part-time employees who work 20 hours per week or more may elect vision coverage. The Exploratorium will pay the cost of the premiums for vision insurance for the life of the contract.

Section 5. Flexible Spending Plan

Under the Internal Revenue Code Section 125, full-time and regular part-time employees who work 20 hours per week or more are eligible to enroll in the Flexible Spending program subject to a 90 day waiting period. Employees may select an amount within IRS guidelines to be deducted pre-tax from their paychecks and held in trust against claims for unreimbursed medical and/or dependent care expenses.

Section 6. Continuation of Health Insurance Coverage

Employees who become ineligible for benefits and covered dependents may opt for extension of medical, dental, and flexible spending plan coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) enacted by the federal government.

Section 7. Long-Term Disability Insurance

Subject to the ninety 90- day waiting period, the Exploratorium will provide full-time and regular part-time employees who work 20 hours per week or more (0.5 FTE or more) with long-term disability insurance. After 90 consecutive days of total disability, this insurance pays 60% of the employee's salary up to a maximum of \$7,500 per month at no cost to the employee.

Section 8. Retirement Plans

Employees who work at least 20 hours per week are eligible to participate in the Exploratorium's retirement plan. This plan may be amended from time to time to conform to the law. Please see the plan document for actual benefits and vesting criteria.

This retirement plan may be modified or discontinued by the carriers or management in their sole discretion. The Exploratorium will provide at least thirty (30) days' notice of such changes, provided that the Exploratorium receives timely notice from the carrier. In the case of plan discontinuance, or material modification, the Exploratorium will bargain with the Union concerning replacement coverage or the effects of such modifications on employees.

- a. Employee contribution. Benefits-eligible employees may participate in the 403(b) Plan. This benefit allows the employee to invest pre-tax or after-tax dollars into the retirement plan.
- b. Employer Contribution. The Exploratorium contributes an amount equal to 5% of the employee's gross wages to the retirement plan. Eligibility for the Employer contribution is as set forth in the plan document.

Section 9. Membership

After completing 10 years of employment at the Exploratorium, the employee shall become a lifetime member of the Exploratorium, with all the benefits of membership.

ARTICLE 10. HOURS OF WORK

Section 1. Work Schedules

Employees may be scheduled to work on different days of the week or hours of the day depending on department requirements. Work hours, lunch periods, and flex hours are set by departments or supervisors based on department requirements and applicable state and federal laws.

When a vacancy occurs in a department with different work hours and shifts, other employees in the same classification may request that vacated shift. The most senior employee interested will be considered first. A senior employee who is denied a vacancy referred to in this paragraph shall be informed by management in writing of the reasons for such denial.

Section 2. Changes in Schedules

Except by mutual consent between the supervisor and the employee, one week's notice will be given when a schedule is to be changed unless an emergency situation exists.

Section 3. Standard Work Week

Although hours may vary among departments, standard full-time work hours are based on a five day, 37.5 hour week, not including meal breaks.

Section 4. Flex Time

An employee's schedule may vary from the standard work hours noted above. Individual work schedules may be adjusted according to the employee's FTE, or to accommodate staffing needs, or to provide a flexible work schedule at the employee's request. Supervisors may allow some latitude to employees in determining work hours, within reasonable requirements of the job or department. It is recognized that in some cases the requirements of the job do not allow flexibility in work hours.

Section 5. Overtime for Non-Exempt Employees

- a. Non-exempt employees may be required by management to work overtime. When an overtime assignment must be made, the following conditions shall apply:
 1. The most senior employees among those able to do the work shall first be given the opportunity to volunteer to work the overtime assignment.
 2. If there is an insufficient number of volunteers, management may assign the overtime beginning with the least senior employees able to do the work.

Employees may decline the overtime assignment without recrimination if such assignment will cause undue hardship, so long as the assignment can be given to the next least senior employees.

- b. Non-exempt employees are paid by the hour and are eligible for overtime pay as follows (unless they volunteer for an alternative work schedule as allowed by law):
 - 1. Overtime work must be approved in advance by the supervisor.
 - 2. Overtime at the employee's regular rate of pay will be paid for the first half hour worked in excess of seven and one-half hours in a day and/or for hours worked in excess of 37.5 but less than 40 hours in one work week.
 - 3. Overtime at one and one-half (1-1/2X) times the regular wage is paid for all hours worked in excess of 40 in any one workweek, for the first four hours in excess of eight in any one workday, and for the first eight hours on the seventh consecutive day of work.
 - 4. Overtime at two (2X) times the regular wage is paid for all hours worked in excess of 12 in one workday, and for all hours worked in excess of eight on the seventh day of work in one work week.
 - 5. Vacation, holidays, sick time, and other paid time off do constitute hours worked for overtime calculation purposes.
 - 6. Job-related travel time of non-exempt employees shall be counted for overtime purposes.
 - 7. The workweek is defined as the seven consecutive days commencing with the start of work on Monday, and ending with the completion of the work shift that starts on Sunday.

Section 6. Additional Time

An employee, covered by this Agreement, who is exempt from the overtime provisions of the Fair Labor Standards Act, may request time off from their manager in recognition of significant additional time worked in excess of their regularly scheduled hours, however, not on an hour-for-hour or other proportional basis. This time off shall be granted to the employee at the discretion of the manager, giving consideration to the operational needs of the department and shall be scheduled by mutual agreement of the employee and manager.

ARTICLE 11. HOLIDAYS

Section 1. General

Employees receive eight paid days off per year in recognition of the following holidays.

Section 2. Recognized holidays

- a. The Exploratorium recognizes the following holidays:

New Year's Day (January 1)

Martin Luther King, Jr.'s Birthday (third Monday in January)

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Thanksgiving Day (fourth Thursday in November)

Christmas Day (December 25)

- b. When the designated holiday occurs on a day when the employee is not scheduled to work, the employee is entitled to an alternative day off as the holiday, as agreed with the supervisor.
- c. When a holiday falls on a day when the employee is required to work, the employee is entitled to an alternative day off with pay. Non-exempt employees who work a holiday are paid for the hours worked and may, at their option, receive the holiday pay as defined in Section 5.a of this Article in lieu of taking an alternative paid day off.

Section 3. Floating Holidays

Employees may also take off two days per year for any reason as a "floating holiday" with prior approval from their supervisor, but are not eligible to take it during their Probationary Period. This time off must be taken in the calendar year in which it is earned. There will be no carry-over into the next year. However, employees will be notified by September 30 of each year if they have not yet used their floating holidays.

Section 4. Other Ethnic or Religious Holidays

Employees who celebrate other ethnic or religious holidays may request vacation time and/or their floating holidays to do so. Such a request will not be unreasonably denied.

Section 5. Holiday Hours & Pay

- a. Holiday pay is 1/5 of the employee's regular week's pay, or the pay they would have earned in accordance with their schedule that day, whichever is higher.
- b. Non-exempt employees who are required to work on one of the eight traditional holidays will be paid for the hours worked and may, at their option, receive the holiday pay as defined in Section 5.a of this Article in lieu of taking an alternative paid day off. Employees must have their supervisor's prior authorization to work on the holiday.
- c. If a holiday falls on a day when overtime or other premium pay provisions apply, the double time rate is the highest payable rate.
- d. Except in an emergency, the Exploratorium shall give at least five days' notice to any employee required to work on a holiday.

ARTICLE 12. SICK LEAVE

Section 1. General

Employees shall be entitled to sick leave when necessary to miss work due to illness or injury. Accrued sick leave may be used to cover absences from work: a) caused by personal illness or injury; b) for medical appointments; c) to care for sick family members (parents, spouse, dependent children); or d) to care for other family members or domestic partners who are ill or injured and who are dwelling in the same household.

Section 2. Accrual

- a. Full-time exempt employees shall accrue paid sick leave at the rate of one day per month. Part-time exempt employees shall accrue sick leave on a pro-rata basis, relative to their full-time equivalent status. Full-time non-exempt employees shall accrue paid sick leave at the rate of seven and one-half hours per month. Part-time non-exempt employees shall accrue sick leave on a pro rata basis relative to the number of hours worked, exclusive of any overtime.
- b. Employees are eligible to use sick leave after completion of their first pay period; however, sick leave benefits will not be advanced before they are accrued. Exempt employees shall not be charged for sick time in increments less than a full day's absence from the workplace. Non-exempt employees may claim sick time by the hour.
- c. Sick leave may only be claimed for hours (non-exempt) or days (exempt) when an employee is regularly scheduled to work.

Section 3. Unused Sick Leave

- a. Unused sick leave may be carried over from year to year, up to a maximum of 375 hours for non-exempt employees and 50 days for exempt employees.
- b. Unused sick leave may not be converted to vacation time and is not paid upon separation of employment.

Section 4. Procedure

- a. When employees are unable to work due to illness or injury, they shall contact the Exploratorium (through their supervisor, when possible) the first morning of their absence and thereafter as arranged with their supervisor. Sick leave benefits are contingent upon this requirement unless circumstances do not permit such contact.
- b. The Exploratorium reserves the right to require a physician's or licensed medical practitioner's statement whenever sick leave is requested for three days' absence in a month or for three consecutive days. (A "licensed medical practitioner" for purposes of this Section is defined as one of the professionals listed in Appendix B of this Agreement.)
- c. If an employee's absence continues beyond the period covered by accrued sick leave, the employee may elect to use accumulated vacation or compensatory time, if any, to cover the time off.

Section 5. Sick Leave Augmentation

Any employee may, upon written notice to the Director of Organizational Development or designee, donate accrued vacation time, a floating holiday, or an alternate day off as provided in Sections 2.b and 2.c of Article 11 to an employee who is unable to work due to illness or injury and who has exhausted all paid leave. Such donations will be reflected as an hour-for-hour transfer from the donating employee to the sick leave accrual of the recipient employee, regardless of the respective rates of pay of the two employees.

ARTICLE 13. VACATION

Section 1. General

An employee accrues vacation time from date of hire. The rate of accrual depends on length of service. Vacations must be scheduled with prior approval from the employee's direct supervisor.

Section 2. Accrual Rates

a. Full-time employees shall accrue vacation leave as follows:

<u>Completed months of employment</u>	<u>Accrual in days per year for exempt employees</u>	<u>Accrual in hours per year for non-exempt employees</u>
0–36 months	12 days	90 hours
37–71 months	20 days	150 hours
72 months	30 days	225 hours

b. Part-time employees shall accrue vacation on a pro-rata basis relative to their full-time equivalent status for exempt employees or number of hours worked, exclusive of overtime, for non-exempt employees.

c. Employees returning after a separation for reasons other than layoff will start accruing vacation at the 37 months-of-employment rate (20 days a year for full-time employees) if they had five or more years of uninterrupted service at the museum previously, and if they return within 12 months of the termination of their prior employment.

Laid-off employees who return via recall or rehire within 12 months of layoff shall resume accruing vacation at their accrual rate prior to layoff.

d. Unused vacation leave may be carried over from year to year, up to a maximum of 225 hours for non-exempt employees and 30 days for exempt employees. When an employee whose vacation accrual has reached the maximum takes vacation so as to reduce their accrual to less than the maximum, accrual shall resume.

e. If, upon accrual of the maximum vacation leave, an employee requests vacation time off, but such request is not approved by their supervisor, the maximum limit on vacation accrual shall not apply. (This provision does not apply to employees who have declined or decline to take vacation.)

Section 3. Miscellaneous Provisions

- a. Employees shall be paid for all accumulated but unused vacation leave when they end their employment with the museum.
- b. Fixed-term employees will be paid for all accrued vacation time earned for work hours at the conclusion of their fixed-term employment.
- c. Vacation requests are subject to approval by the employee's direct supervisor, and may be subject to staffing and work requirements, the employee's seniority (in the instance of competing requests for vacation), and the specific time requested. Some departments by necessity require vacations to be scheduled well in advance.
- d. A paid holiday falling during an employee's vacation shall be counted as a holiday, not as a vacation day.
- e. When requested in writing two weeks in advance, paychecks which would normally be issued during the vacation will be issued prior to the start of the vacation.
- f. Employees who work multiple regular jobs will be granted vacation pay consistent with their regular work schedule and pay rate(s) in order to provide maintenance of normal income.
- g. Inasmuch as vacation is meant to provide maintenance of normal income, an employee will not be granted more hours of vacation pay than they are normally scheduled to work during that period of time.
- h. Teachers on 12- month appointments are eligible for up to 30 days off with pay when scheduled and approved by their supervisor.

ARTICLE 14. PAID LEAVES OF ABSENCE

Section 1. Bereavement Leave

Leaves of up to five consecutive days with pay shall be granted upon the death of an employee's parent, spouse, child (including step child, adopted child, or any child for whom the employee has guardianship and parenting responsibilities), sibling, or domestic partner in order for the employee to attend the funeral or memorial service or to attend to related activities or responsibilities. Whenever possible, bereavement leave must be approved in advance of the leave.

Leave of up to two consecutive days with pay shall be granted upon the death of an employee's grandparent, parent-in-law or parents of a domestic partner, or aunt/uncle in order for the employee to attend the funeral or memorial service or to attend to related activities or responsibilities.

In extraordinary circumstances, an employee may request additional time off from the Director of Organizational Development. The decision of the Director of Organizational Development is not subject to the grievance procedure.

Whenever possible, bereavement leave must be approved in advance of the leave.

Section 2. Jury Duty/Witness Leave

The Exploratorium recognizes that its employees have a legal duty to perform the vital civic responsibility of jury duty. It is in this spirit that an employee who is summoned as a juror for a judicial proceeding shall be entitled to leave with pay for each scheduled day of work which they are actually called for jury service. Employees must provide a copy of the jury summons to their supervisor.

Additionally, any employee subpoenaed to appear as a witness in a judicial proceeding relating to their employment at the Exploratorium will be excused from work on such days and shall receive pay for each scheduled day of work which they otherwise would have worked. Employees must provide a copy of the subpoena to their supervisor.

If as a result of an obligation to service referred to in this section, an employee must forgo a day off for seven consecutive days, such employee will be entitled to at least one day off with pay each week.

Section 3. Voting

Employees unable to vote in city, state, or federal elections either before or after their work hours may make arrangements with their supervisors for paid time off to do so.

Section 4. Visits to Other Institutions

The Exploratorium will compensate non-exempt employees at their normal rate for visits to other pertinent institutions under the following conditions: a) approval for compensation while at other institutions is not automatic and must be approved in advance by the employee's supervisor; and b) compensation for such visits is limited to up to a half-day's pay with prior agreement by the employee's supervisor.

ARTICLE 15. UNPAID LEAVES OF ABSENCES

Section 1. Personal Leave

Employees having completed two years of employment shall, upon making written application at least one month in advance (except in the case of emergencies), be considered for a personal leave without pay provided the employee indicates their commitment to return to work at the end of the leave. Prior to the leave, all compensatory time, without exception, shall be taken. All vacation time shall be taken, with the exception that the employee may reserve up to 15 hours of their accrued vacation. Leaves are granted at the sole discretion of the Exploratorium.

Section 2. Medical Leaves

This section provides for unpaid medical leave after accrued sick leave is exhausted.

a. Non-Work-Related Disability

1. Leaves of Absences for non-work-related physical disability, including pregnancy, childbirth, or related conditions, shall be granted for the period of disability provided that a physician's or appropriate Appendix B practitioner's certification setting forth the length of such disability is submitted. Leaves of absence as referred to in this section shall not exceed a total of six months. All disability relating to one pregnancy, including illness during the pregnancy, the childbirth, and disabled time before and after the childbirth are considered one disability and subject to the maximum of six months. The period of any leave of absence will accrue to the service credit of the employee for the purposes of any benefit where length of service is a condition of employment. Employees returning from disability due to childbirth may return to work on a less-than-full-time basis up to six weeks.
2. Before returning to work, the employee shall provide a release from the attending physician, doctor, or appropriate Appendix B practitioner certifying their ability to resume all duties of the job.
3. During such leaves, the Exploratorium will continue to pay its share of health benefits for the duration of the leave as long as the employee continues to pay their share.

b. Work-related Disability

1. Leaves of absence for a work-related injury or illness shall be granted for the period of the employee's disability based upon a physician's or appropriate Appendix B licensed practitioner's certification (in accordance with Workers' Compensation Accident Bureau Labor Code Guidelines) setting forth the length of such disability. During such leave, the employee shall continue to accrue seniority and service credit for the purpose of wage tenure increases and any other benefit where length of service is a condition of employment.

2. Before returning to work, the employee shall provide a release from the attending physician or appropriate Appendix B practitioner certifying their ability to resume all duties of the job.
3. During such leave, the Exploratorium will continue to pay its share of the health benefit premiums for the length of the leave as long as the employee pays their share.

Section 3. State Disability and Workers' Compensation Insurance

When an employee becomes disabled, they shall apply for State Disability Insurance (SDI) or Workers' Compensation Insurance (as applicable) and long-term disability insurance, if eligible. Accrued sick leave shall be integrated with SDI or Workers' Compensation benefits until it is exhausted. Accrued vacation leave may then, at the employee's request, be similarly integrated. Such augmentation of either SDI or Workers' Compensation benefits is to provide total income up to the employee's normal weekly pay.

Once the accrued vacation and comp time, if any, is exhausted, the employee may continue on leave-of-absence status, as provided in Section 2.

Section 4. Family Leave

- a. Eligible employees are entitled to time off up to 12 weeks (vacation leave, sick leave, and/or unpaid leave) in a 12- month period to care for the employee's seriously ill child, parent, spouse, domestic partner, or the employee's own illness or injury in accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993.

Eligible employees are entitled to four months off in connection with caring for or nurturing an infant or child new to the home. Employees returning from this type of leave may return to work on a less-than-full-time basis for a period of six weeks.

- b. Eligibility for this leave, accrual of benefits while on this leave, and other qualifications and restrictions of this type of leave will be in accordance with the law.
- c. Job reinstatement will be in accordance with Section 7.

Section 5. Military Leaves

- a. **Temporary Duty.** Employees are permitted time off to participate in military training as a reservist in the U.S. Armed Forces, National Guard, or Naval Militia for a period of duty up to 30 calendar days per year, including time involved in going to and from such duty. This leave shall not be charged against any of the employee's credited leave time.

- b. **Active Duty.** A military leave without pay will be granted to employees who are inducted or enlist for active military service. Upon completion of such service, employees will be eligible for reinstatement and benefits in accordance with the law. Application for reinstatement must be made within 90 days after discharge from active military service.

Section 6. Other Legally Required Absences

Employees will be granted a leave of absence without pay as required by law to appear as a witness in a legal proceeding other than on the behalf of the Exploratorium or the employee, to appear at school as a parent or guardian when requested pursuant to the Education Code, or to perform emergency duty as a volunteer firefighter. Employees are required to provide reasonable advance notice of any need for such leave and for appearances as a witness, and are expected to return to work each day they are not called if at least three or more hours of their normal workday remains.

Section 7. Return from Leave

- a. An employee returning from leave shall be placed in the same job they occupied before the leave, if such is available. If not, the employee shall be placed in a comparable position in the same or similar classification and pay as was held prior to the leave. It is understood that in the event a layoff or other event occurs while the employee is on leave, the employee is entitled to the job that they would have retained based on the provisions of Article 6, Seniority & Layoff.
- b. Failure to return to work at the end of an approved leave of absence (or within five [5] days under circumstances beyond the employee's control, provided the employee makes every effort to contact the museum) without prior written approval from the Exploratorium, will be considered resignation from employment.

Section 8. Non-Accrual

Neither vacation nor sick leave accrues during periods of unpaid leaves of absence.

Section 9. California Paid Family Temporary Disability Benefits

- a. Employee qualifying under the Act may file a claim for up to six weeks of benefit payments for the following reasons:
 - 1. to care for a seriously ill child, spouse, parent or domestic partner;
 - 2. to bond with a new child; or
 - 3. to bond with a minor child in connection with the adoption or foster care placement of that child.

- b. Qualifying employees, as determined by the Employment Development Department (EDD) of the State of California, shall receive payment for the benefit as determined by EDD.
 1. Employees may use sick leave or vacation to receive pay during the seven day waiting period.
 2. The employee shall have their benefit supplement up to their full pay by integrating accrued vacation leave.
 3. Payments from this benefit shall be concurrent with leave taken under the Family Medical Leave Act and the California Family Rights Act.

ARTICLE 16. DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Understanding that the purpose of discipline is to correct poor performance, and that each disciplinary situation must be evaluated upon its specific facts, the Exploratorium and the Union agree to adhere to the principles of progressive discipline. 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 specific facts, nature, and severity of the offense.

The steps of progressive discipline are as follows:

1. Counseling. A corrective discussion between the manager and the employee designed to give guidance and to assure understanding of expectations and requirements.
2. Informal Written Instruction. A corrective instruction between the manager and the employee designed to provide specifics of the issue and clear directions as to expected future performance. This instruction is documented and held in the manager's working files and distributed to the employee.
3. Written warning. The first formal step of the progressive-discipline process, a discussion between the manager and the employee with documented specifics of the issue, referencing all previous instructions and documentation, confirming that continued unacceptable performance may result in additional discipline.
4. Suspension. Step two of the formal grievance discipline, the employee is removed from paid duty for a period not to exceed thirty (30) days for failure to improve performance. Depending upon the nature of the offence and the corrective actions previously taken, suspension may not be applicable.
5. Dismissal. The final step of the formal progressive discipline, the employee is separated from their position for continued unacceptable performance.

Counseling and informal written instruction are corrective in nature, and as precursors to the formal disciplinary process, are not appealable.

Employees will receive written confirmation of the substance of any corrective counseling or informal written instruction, and the supervisor/manager will maintain a record of such counseling and instructions in the departmental files. Records of counseling and informal written instruction will be placed in the employee's official personnel file only in the case that discipline progresses beyond the written instruction stage, and will be considered inactive after two years, providing there are no similar incidents documented.

The parties further agree that the level of discipline is evaluated on a case-by-case basis and the level of discipline imposed is dependent upon the specifics of each individual case, understanding that some violations may warrant suspension or dismissal without prior steps. Examples of such violations may be, but are not limited to: criminal activity, destruction of property, theft, and physical harm.

Section 2. Statute of Limitations

Disciplinary action and supporting documentation may be removed from an employee's personnel file, at the discretion of the Director of Organizational Development or designee, if:

- a. The employee files a request in writing to the Director of Organizational Development or designee, and
- b. The request is filed two years after the disciplinary action took place.

ARTICLE 17. GRIEVANCE AND ARBITRATION

Section 1. Purpose and Definition

Most work-related problems can be solved by regular, open communication between employees and their supervisors. Occasionally, however, a different approach may be necessary to resolve a grievance.

The purpose of the procedure set forth below is to provide the Exploratorium and the Union an orderly means of resolving disputes which may arise between them. The Union agrees this procedure shall be in lieu of any other format or procedure established by the Exploratorium for the resolution of grievances and shall be the exclusive means for the resolution of employees' and Union grievances or claims against the Exploratorium.

A grievance is a claim by an employee or the Union against the Exploratorium concerning the interpretation or application of this Agreement. All grievances shall be handled in accordance with the procedure which follows.

Section 2. Representation

The employee shall have the right to representation by a Union Shop Steward and/or Union Field Representative at any step of the grievance procedure.

Section 3. Procedure

Step 1. The first step to address grievances is for the employee to contact their immediate supervisor with a statement of the grievance. The supervisor will make every effort to arrive at a prompt resolution of the grievance by investigating the issue and responding within seven calendar days.

If the grievance directly involves the supervisor or department head, and the employee believes they may not reasonably demonstrate objectivity in the situation, the employee may skip Step 1 and proceed immediately to Step 2.

Step 2. If the grievance is not satisfactorily resolved in Step 1, or if an answer is not given within the time specified, the grievance may be reduced to writing, signed and dated by the grievant or the Union and containing a specific description of the basis for the claim, the date the event occurred or should have occurred, the resolution desired, and the specific provision(s) of the Agreement alleged to have been violated, and submitted to the Director of Organizational Development or designee.

The Director of Organizational Development or designee shall schedule a meeting to hear the grievance within 14 calendar days of receipt of the grievance. The Director of Organizational Development or designee shall reply to the grievance within seven calendar days following such meeting.

All grievances filed at Step 2 shall be submitted no later than 30 calendar days (15 calendar days in the case of a discharge or suspension) after the date the action complained of occurred or should have occurred or the date the grievant could reasonably have known of the action or non-action being grieved.

Step 3. If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within the time specified, the Union may, by written notice to the Director of Organizational Development within 14 calendar days after the Step 2 response, or the last day on which the answer was due if none was given, request that the grievance be submitted to arbitration, as provided in Section 4.

Section 4. Arbitration

a. Selection of Arbitrator. In the event arbitration is requested, the Exploratorium and the Union shall meet within 14 calendar days of the notice requesting arbitration and shall select an arbitrator to hear and resolve the grievance. In the event the parties are unable to agree upon an arbitrator, they shall request a panel of seven impartial arbitrators from the Federal Mediation and Conciliation Service. Within

seven calendar days after receipt of that panel, the parties shall meet to select the arbitrator. They shall flip a coin to determine which party will strike the first name from the panel, and then shall proceed by alternately striking names from the panel until one name remains. The arbitrator selected shall hear the grievance as expeditiously as possible.

- b. Expenses. The expenses of the arbitrator and court reporter, if any, shall be shared equally by the parties and the parties shall bear the cost of their own representation and witnesses. If an employee gives testimony in connection with the grievance procedure during work hours, the employee will suffer no loss in pay.
- c. Authority of Arbitrator. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter, or modify any of the terms of this contract. The decision of the arbitrator shall be final and binding upon all parties.

Section 5. Time Limits

The time limits listed in this Article may be extended or modified by mutual agreement between the parties.

ARTICLE 18. HEALTH AND SAFETY

Section 1.

It is the Exploratorium's policy that every employee is entitled to a safe and healthy place in which to work. To this end, every reasonable effort will be made in the interest of accident prevention, employee security, fire protection, and health preservation.

Section 2.

The Exploratorium and the Union shall maintain a joint Health and Safety Committee with equal representation of Union and management for the purpose of promoting health and safety at the Exploratorium. Each party shall name a minimum of three employees, and a maximum of five to serve on the committee. The parties agree upon the importance of having all areas within the museum represented, and agree to make committee assignments in accordance with that philosophy. The Committee will meet monthly upon the request of either the Union or the Exploratorium.

Section 3.

The Health and Safety Committee shall hear concerns of employees relating to health and safety issues and shall make recommendations to the Director of Facilities and Operations for resolution of any health and safety problems. If any such recommendation is not adopted, a written response will be provided to the Committee within 30 days of receipt of the recommendation.

Section 4.

All employees shall be informed of their "right to know" about hazardous substances to which they may be exposed or with which they may come in contact on the job.

ARTICLE 19. AGREEMENT

Section 1. Exclusivity

This Agreement, its Appendices, and Amendments agreed to pursuant to Section 3 of this Article are the exclusive record between the parties on all matters of wages, hours, and other terms and conditions of employment. Nothing in this Agreement shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly set forth in the Agreement; nor shall either party be deemed to have agreed to have promised to do or refrain from doing anything unless this Agreement explicitly sets forth such an agreement or promise. This Agreement supersedes any prior agreement, whether oral, written, or implied, concerning wages, hours, or working conditions of employees covered by this Agreement.

Section 2. Amendment

Subject to the provisions of Section 1 of this Article, the parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modification or amendment shall be of no force or effect.

Section 3. Separability of Provisions

If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected, it being the express intention of the parties hereto that all other provisions not declared invalid remain in full force and effect. The parties shall meet and negotiate replacement language for any provision which may be found to be in conflict with applicable law.

Section 4. Written Communication

All written communications concerning the application and interpretation of this Agreement shall be sent to the Union addressed to the Union Field Representative, 350 Rhode Island, Suite 100, San Francisco, CA 94109, with copies to the Union Chapter President, and Chief Shop Steward, and to the Exploratorium addressed to "Director of Organizational Development and Chief Operating Officer, the Exploratorium, Piers 15/17, Suite 100, San Francisco, CA 94111."

Section 5. Labor/Management Committee

The Exploratorium and the Union shall establish a Joint Labor/Management Committee to discuss issues of mutual interest. The Committee shall consist of three (3) representatives of the Exploratorium and three representatives of the Union.

The Committee shall meet, on release time, every other month or, by mutual agreement, more often. The committee shall establish a joint discipline training program to be conducted for all stewards and all supervisors on the principles and practice of progressive discipline. Trainings shall be conducted at least annually.

To the extent possible, all issues not within the purview of other committees set forth in this Agreement shall be handled by the Labor Management Committee. Those issues shall include, but will not be limited to, the issue of maximizing training opportunities for employees.

In the event that an ad hoc committee needs to be created, the Joint Labor/Management Committee shall meet to determine need, composition, and time constraints of such ad hoc committee.

ARTICLE 20. MANAGEMENT FUNCTIONS

Except as specifically otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the Exploratorium in any way in the exercise of regular and customary functions of management.

ARTICLE 21. NO STRIKE/NO LOCKOUT

Neither the Union nor any of the employees will engage or participate in any strike, including sympathy strikes, picketing, slow-down, sick-in, work stoppage, or any other interference with or interruption of work or operations during the term of this Agreement; and the Exploratorium agrees that during the term of this Agreement it will not lock out any of the employees.

ARTICLE 22. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2017 to and including June 30, 2021 and from year to year thereafter, unless at least 60 days prior to June 30, 2021, or any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or to make changes in this Agreement.

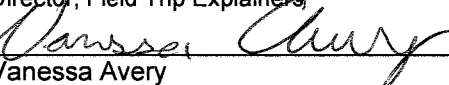
The undersigned, as authorized representatives of the respective parties, attest the ratification and approval of this Agreement.

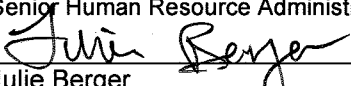
FOR THE EXPLORATORIUM

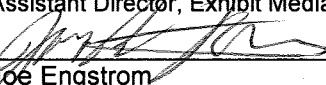

Anne Jennings
Director of Organizational Development

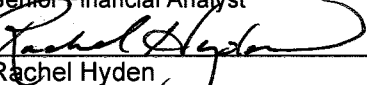
Gina Roccanova
Attorney for the Exploratorium

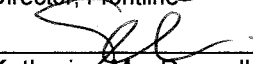

Sylvia Algire
Director, Field Trip Explainers

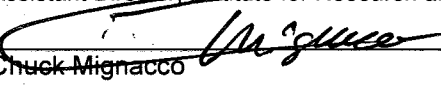

Vanessa Avery
Senior Human Resource Administrator


Julie Berger
Assistant Director, Exhibit Media Services


Joe Engstrom
Senior Financial Analyst


Rachel Hyden
Director, Frontline


Katherine MacDougall
Assistant Director, Institute for Research and Learning

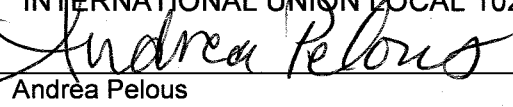

Chuck Mignacco
Building Operations Manager



Fabiano Rocca
Senior Human Resources Administrator


Chris Flink
Executive Director

Date

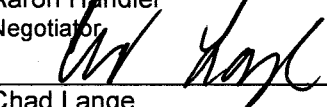
FOR SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021


Andrea Pelous
SEIU Field Representative



Emma Bailey
Alternate Negotiator


Jeannette Godbey
Alternate Negotiator


Aaron Handler
Negotiator


Chad Lange
Negotiator


Alex Pinigis
Negotiator


Samuel Sharkey
Negotiator


Phoebe Tooke
Negotiator


Kate O'Donnell
Chapter President


David Canham
SEIU 1021 Regional Director


John Stead-Mendez
SEIU 1021 Executive Director

Date

APPENDIX “A”

Salary Schedule:

APPENDIX “B”

Licensed Medical Practitioners:

Medical Doctors
Doctors of Osteopathy
Doctors of Chiropractic
Doctors of Optometry
Doctors of Chiropody
Dentists (DDS and DMD)
Nurse Practitioners
Psychologists

Side Letter 1
Appendix A Reformatting

Both Parties agree to meet no later than thirty (30) days after the completion of Unit Determination and EMS Job projects to bargain the reformatting of Appendix A.

FOR THE EXPLORATORIUM

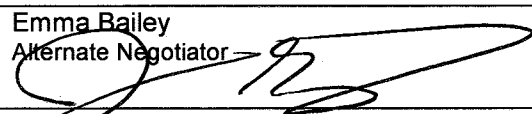
FOR SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 1021



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Gina Roccanova
Attorney for the Exploratorium

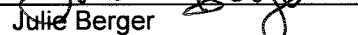

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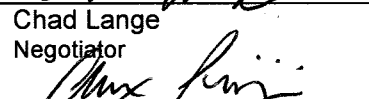

Sylvia Algire
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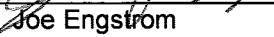

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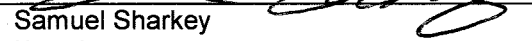

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Assistant Director, Exhibit Media Services

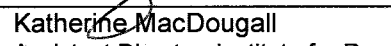

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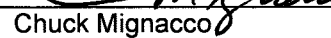

Alex Pinigis
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Rachel Hyden
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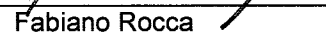

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Fabiano Rocca
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John Stead-Mendez
SEIU 1021 Executive Director


Date

Date

Side Letter 2 Determination of Seniority List

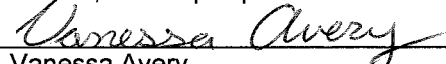
Beginning as soon as practicable after ratification of the contract, representatives of the parties will meet with the employees who worked in Partial Accrual Status before January 1, 2009, to determine whether those employees have records showing their hours worked or, in the absence of such records, can estimate their hours during that period. No later than ninety (90) days after that process is completed, management will produce a draft seniority list of the bargaining unit employees, including all dates of hire and adjusted dates of hire. Within ten (10) days of receiving that list, the Union and management will meet and confer over the list to determine its accuracy. Upon completion of that process, management and the Union will jointly send letters to each affected employee notifying them of their official seniority date.


FOR THE EXPLORATORIUM


Anne Jennings
Director of Organizational Development

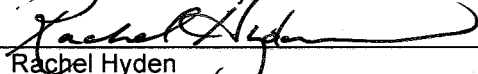
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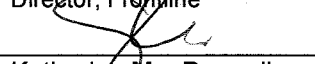

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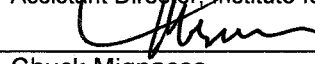

Vanessa Avery
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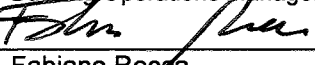

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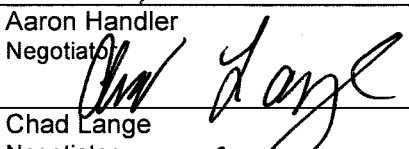
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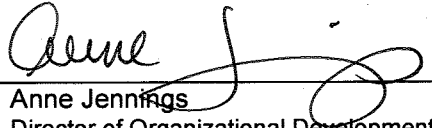
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Side Letter 3
Values-Based Performance Reviews

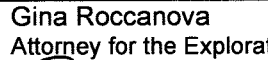
Beginning as soon as practicable after ratification, the Exploratorium will meet and confer with the Union over the proposed Values-Based Performance Review process and criteria.

FOR THE EXPLORATORIUM

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 1021


Anne Jennings
Director of Organizational Development

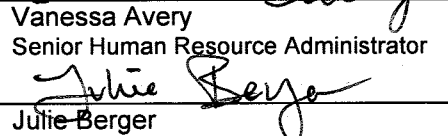

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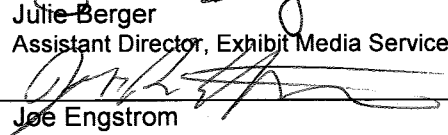

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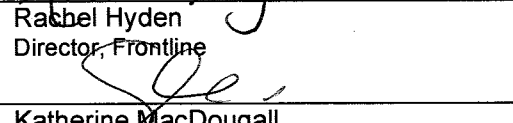

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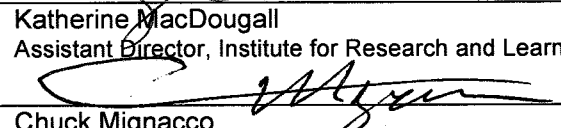

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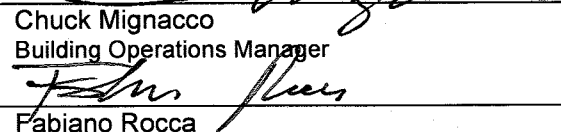

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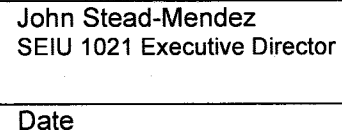

Katherine MacDougall
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