

EXPLORATORIUM – 6/11/24 Counterproposal

2024 EXPLORATORIUM/SEIU LOCAL 1021 NEGOTIATIONS

NEGOTIATION GROUND RULES

The Exploratorium and SEIU Local 1021 agree that we are meeting on unceded Ramaytush Ohlone land. We agree to the following procedures for conducting negotiations for a successor collective bargaining agreement:

1. **Good Faith**: The parties agree to negotiate in good faith, to conduct negotiations in a professional and respectful manner, and to maintain a professional and respectful bargaining environment. The parties agree that at the table we are all equal.
2. **Meeting Locations**: Negotiations will take place virtually via Zoom or at another mutually agreeable location to be determined by the parties. If an Exploratorium employee is participating in negotiations onsite, the Exploratorium will make best efforts to provide a dedicated conference room, office, or classroom for them to use.
3. **Meeting Dates and Times**: The parties have initially agreed to meet on the dates and times attached as Exhibit A. Meeting dates and times will be scheduled by the parties' respective chief negotiators. The parties will endeavor to discuss any changes to a scheduled bargaining meeting at least forty-eight (48) hours prior to that meeting. The parties will be respectful of each other's time, and will begin negotiation sessions promptly.
4. **Negotiation Teams and Released Time**: The Union's bargaining team will consist of two (2) SEIU Local 1021 staff representatives and seven (7) Exploratorium employees who shall participate in caucus and negotiations without loss of compensation and have their workloads appropriately adjusted. SEIU Local 1021 may designate as many alternates as it believes are necessary and will notify the Exploratorium in writing when adding alternates. SEIU Local 1021 will submit requests for release time via email to Brenda Escano-Ochoa with at least forty-eight (48) hours in advance, notice for the release of bargaining team members unless otherwise mutually agreed to or in the event of a negotiation session scheduled in less than 48 hours.
5. **Written Proposals**: Information requests, proposals and counter-proposals on matters being negotiated shall be made in writing and electronically. All proposals, counter-proposals, and requests for information shall be transmitted via email to the Chief Negotiator in Word format, during or after each session.
6. **Tentative Agreements**: The parties understand that asking clarifying questions, proposing hypotheticals, brainstorming, and similar discussions do not imply a commitment or constitute an agreement. The parties agree to reduce all tentative agreements to writing, and that a tentative agreement will be final when signed and dated by the chief negotiators. The parties agree that all tentative agreements on individual items are contingent on an overall agreement. Signatures on TAs may be electronic. The parties may agree to review and execute tentative agreements between sessions.
7. **Confidentiality**: All communications by the parties regarding matters being negotiated shall be directed to bargaining team members.
8. **Caucuses**: A party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time. The parties will limit caucus time

EXPLORATORIUM – 6/11/24 Counterproposal

wherever possible by preparing proposals, counter-proposals, and other materials in advance.

9. Agendas: When possible, each bargaining session shall conclude with a proposed tentative agenda for the next meeting.
10. Proposals: The parties agree to exchange initial proposals on all issues by the fourth negotiation meeting, currently scheduled for June 14th, 2024. Once a proposal is submitted, the responding party will make every effort to respond to all aspects of the proposal at the following bargaining meeting.

For the Exploratorium:

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Dominique Windberg
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Date: 6/27/2024

For SEIU Local 1021:

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Date: 6/28/2024

TENTATIVE AGREEMENT

Management Proposal #1: Housekeeping
Union Counter 1 – 6/11/24
SEIU 1021/Exploratorium

Article 8 Wages/Salaries, Section 9, Recognition Bonus:

~~Section 9. Recognition Bonus~~

~~Effective the pay period following contract ratification, each bargaining unit employee who worked in any of the following positions between March 17, 2020 and December 31, 2021 and is a member of the bargaining unit as of July 1, 2022 will receive a lump sum payment of seven hundred fifty dollars (\$750) in recognition of the additional burdens of working onsite during the pandemic. The positions eligible for this payment are:~~

- ~~Custodian~~
- ~~Guest Services Associate~~
- ~~Reservations/Membership Office Agent~~
- ~~Campus Facilities Tech I, II, and III~~
- ~~Inventory Coordinator~~
- ~~Exhibit Collections & Logistics Specialist~~
- ~~Merchandising Coordinator~~
- ~~Visitor Experience Facilitator~~
- ~~Stock Room Assistant~~
- ~~Head Custodian~~
- ~~Visitor Services Coordinator~~
- ~~Floor Tech~~
- ~~Officer Services Associate~~
- ~~Campus Facilities Coordinator~~

Article 11 Holidays, Section 1, General

~~Effective January 1, 2023, a~~ All employees will receive eleven paid days off per year in recognition of the following holidays.

Article 13 Vacation, Section 2, Accrual Rates, Paragraph (a)

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>
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0-36 months	*12 days 15 days	*90 hours 112.5 hours
37-71 months	20 days	150 hours
72 months	30 days	225 hours

~~*Effective July 1, 2023, employees with 0-36 months of completed employment will have their vacation accrual increased from 12 days/90 hours to 15 days/112.5 hours.~~

Language Clean-Up Throughout

Change references to "Shop Steward" to "Union **Shop** Steward" throughout the CBA

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TENTATIVE AGREEMENT

**Management Proposal #2
SEIU 1021/Exploratorium**

Article 4, Union Stewards & Representation, Section 3, Union Business Release Time

Section 3. Union Business Release Time

When the Union, in writing, informs the Employer's Human Resources Department 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.

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TENTATIVE AGREEMENT

Management Proposal #3 SEIU 1021/Exploratorium

Article 16, Discipline and Discharge, Section 1, Just Cause

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. Nothing in this agreement shall prohibit the Exploratorium from placing an employee on paid administrative leave pending investigation of misconduct.

Counseling is a development tool used by management. This is a discussion between the manager and the employee designed to give guidance and to assure understanding of expectations and requirements.

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.~~
1. 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.
2. 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.
- ~~3.~~ 3. 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.
4. Dismissal. The final step of the formal progressive discipline, the employee is separated from their position for continued unacceptable performance.

There shall be a periodic training of stewards and supervisors on progressive discipline as outlined in Article 19, Section 5 – Labor Management Committee.

Counseling and informal written instruction are corrective in nature, and as precursors to the formal disciplinary process, are not appealable. **A counseling or informal written instruction do not change the status of an employee but may be relied upon and/or referenced in subsequent steps of the disciplinary process where appropriate.**

Formal discipline begins at Step 3— Written warning. Beginning with the first formal step, the manager will present the employee with a set of SMART goals (specific, measurable, appropriate, responsive, and timely) for performance improvement. The manager will discuss the SMART goals with the employee and, if requested by the employee, a union representative.

Management and the employee, with a Union representative if requested by the employee, will meet no later than 90 days after presentation of the SMART goals to discuss whether these goals have been achieved.

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.

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT –UP 1 – Commitment to Collaborative Organizational Philosophy

Article 19, AGREEMENT

Section 6. Commitment

The spirit of this union contract is to build cooperation between management and workers in the pursuit our shared goals and values.

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT – UP 3 – WAGES

UP 3 – WAGES

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. The Exploratorium shall not hire any employees into the bargaining unit at a rate that is lower than Grade-8 9. 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 975 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:

~~2.5% July 1, 2022~~

~~2.5% January 1, 2023;~~

~~1.5% July 1, 2023; and~~

~~1.5% January 1, 2024~~

3.1% July 1, 2024;

3.1% July 1, 2025; and

3.1% July 1, 2026.

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

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT – UP 4 – LAYOFF AND RECALL

ARTICLE 6 SENIORITY AND LAYOFF

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.
- **Laid-off Employees will retain recall rights for a period of 1 year from the date of layoff.**
- **Recalled Employees will return to the same step on the Salary Schedule which they occupied prior to layoff and keep their union seniority date.**
- **Employees eligible for rehire and the Union Representative will be notified and will have fifteen (15) calendar days to respond to recall from layoff.**

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT – UP 5 – FIXED TERM REPORT

ARTICLE 1.RECOGNITION

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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 ("oncall") 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, with a copy sent to the union, 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.

Fixed term employees will be notified of any contract extensions as soon as reasonably practicable in advance of the end of term.

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.

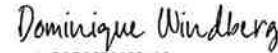
The Exploratorium shall not use seasonal employment to avoid hiring regular employees. Employees who have worked in the seasonal capacity shall be considered as internal candidates for the purposes of consideration of any open position.

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 recategorized out of the on-call category into the appropriate regular category (parttime or full-time)


g. Fixed Term Report. No later than January 2023- ~~2025~~, **and annually thereafter**, the Employer Exploratorium will present a report on the use of fixed term employment, **identifying the need and project, and the use of all current and planned employees hired as fixed term, the number of conversions to a regular position including job offers made under Article 1 Section 3c. The report shall include** including a proposal to reduce the reliance on fixed term employment and where possible, maximize full-time employment.

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT – UP 7 – JCA

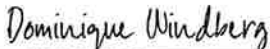
Article 8, Wages/Salary


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 People and Culture. ~~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.

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**Exploratorium Counter 1 – 6/24/24
UP 9 – Use of Generative AI
SEIU 1021/Exploratorium**

This proposal may be amended, modified, withdrawn, supplemented or changed by the Exploratorium at any time.

ARTICLE 1. RECOGNITION

Section 4. Use of Generative Artificial Intelligence (AI)

The Exploratorium will provide the Union reasonable written notice of any proposed policy directly relating to matters within the scope of representation regarding the use of generative Artificial Intelligence (AI).

The Exploratorium agrees that AI will not be used to eliminate bargaining unit positions, or reduce the number of budgeted positions, or otherwise deskill or reduce the duties and responsibilities of bargaining unit work. Further, the Exploratorium agrees that AI will not be used for new programs, positions or functions that could replace future new bargaining unit positions or the growth of the existing bargaining unit.

The Exploratorium will not use AI or require, request, or assign the use of AI to any member of the bargaining unit without prior written agreement from the Union. If the Exploratorium wishes to use or introduce AI into any bargaining unit work, it will provide ninety days written notice to the Union and an opportunity to meet and confer over the decision and effects.

The parties agree that the Exploratorium may use AI to replace any unrepresented positions in departments as a cost-saving measure.

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT – UP 10 – ALL STAFF MEETINGS

ARTICLE 4 UNION STEWARD 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 Lead Shop Steward and Co-lead 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.

Except in emergency situations or situations involving serious violations, an investigative interview or disciplinary meeting shall be rescheduled if a Union Field Representative and/or Union Steward is unavailable.

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 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.

Section 6. Worksite Meetings

- a. **Union Meetings. The Exploratorium will make best efforts to release up to three (3) front-line employees to attend one (1) union meeting per month during their unpaid lunch time.**
- b. **Staff Meetings. The Exploratorium commits to prototyping and implementing ways to make staff meetings more accessible to front-line employees.**

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Date: 7/3/2024

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THE EXPLORATORIUM/SEIU LOCAL 1021

TENTATIVE AGREEMENT – DURATION

ARTICLE 22. TERM OF AGREEMENT

This Agreement shall be in effect from ~~July 1, 2022 to and including June 30, 2024~~ **July 1, 2024 to and including June 30, 2027** and from year to year thereafter, unless at least 60 days prior to June 30, ~~2024~~**2027**, 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.

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