

Collective Bargaining Agreement
between
THE CORPORATION OF THE FINE
ARTS MUSEUMS
and
SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL
1021
COFAM Chapter
April 1, 2022 - March 31, 2025

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Collective Bargaining Agreement

between

**THE CORPORATION OF THE FINE ARTS MUSEUMS
and**

**COFAM CHAPTER of SEIU LOCAL 1021
April 1, 2022 – March 30, 2025**

THIS COLLECTIVE BARGAINING AGREEMENT (the “CBA”) is entered into as of the 1st day of April, 2022 by and between the Corporation of The Fine Arts Museums (“COFAM”) and the COFAM Chapter of SEIU Local 1021 (the “Union”).

COFAM and the Union are parties to a Collective Bargaining Agreement dated as of April 1, 2022, the term of which extended to and including March 31, 2025 and was continued by mutual agreement until the date of this CBA. COFAM and the Union have now concluded meeting and conferring for a successor CBA for the period through March 31, 2022 with the results set forth in this CBA.

ARTICLE 1. RECOGNITION

COFAM acknowledges that the Union is the recognized Employee organization of the Employees in the unit described in this Article with respect to employment conditions and Employee relations, including wages, hours, and other terms and conditions of employment, which are within the scope of representation.

If new positions are created in the bargaining unit, COFAM agrees to bargain with SEIU Local 1021 over those positions and appropriate wage rates to be paid to those positions.

The unit covered by this CBA is defined as all Regular Full-Time, Regular Part-Time and Fixed-Term Employees of COFAM paid with non-City funds and employed at least twenty (20) hours per week; excluding managerial, confidential, professional and casual employees, guards and supervisors as those terms are used under the National Labor Relations Act, and excluding temporary employees.

ARTICLE 2. DEFINITION/CATEGORIES OF EMPLOYEES

Section 1. *Definition*

COFAM shall draw up and maintain position descriptions outlining in general terms typical duties and responsibilities for each position covered by this CBA, copies of which shall be provided to the Union Field Representative.

Section 2. *Non-Exempt*

All employees hired who are covered by this CBA will be considered non-exempt employees and will be covered by the overtime provisions of the Federal Fair Labor Standards Act, the California Labor Code, and the applicable Industrial Wage Commission Wage Order. By

definition, non-exempt employees are entitled to overtime pay whenever they work more than eight (8) hours in a single workday or more than forty (40) hours in a single workweek.

Section 3. Categories

There shall be five (5) Regular Employee categories: a) Full-Time; b) Part-Time; c) Fixed-Term; d) Temporary; e) On-Call.

a. Regular Full-Time. A regular full-time employee is one who works in a regular position requiring at least thirty five (35) 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 20 hours but less than thirty-five (35) 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 thirty five (35) hours per week.

Regular Part-Time Employees shall receive pro-rated vacation pay, sick leave pay, holiday pay and bereavement leave based on the proportion of their normally scheduled hours of work to a forty (40) hour week. In addition, such Employees shall be covered by the jury duty provisions of Article 23, section 11, all insurance benefits provided for in Article 17, and the additional benefits provided for in Article 19.

c. Fixed-Term. A Fixed-Term Employee is a Full-Time or Part-Time employee hired for a specific term or into a position specifically tied to restricted funding, the duration of which exceeds six (6) months of continuous employment.

A Fixed-Term position can be either Full-Time or Part-Time and is eligible for all benefits described above for Regular Full-Time or Regular Part-Time Employees.

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 one (1) year (not less than 1040 hours per year) in the same classification shall be offered regular employment in the appropriate Regular Part-Time or Regular Full-Time status, except as otherwise agreed among the Employer, the Employee, and the Union.

If the Employer 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 internal candidates for any openings for which they may be qualified.

The Employer shall not use Fixed-Term employment to avoid hiring regular employees.

d. Temporary Employees

A Temporary Employee has a regular schedule and is employed for not more than six (6) months.

If the Temporary Employee is not replacing an Employee on an approved leave of absence and the temporary employee works a Regular Full-Time or Regular Part-Time schedule for more than 6 months, the Employer and the Union will meet and discuss if the position should be made a Regular Part-Time or Regular Full time position.

Temporary employees are not eligible for benefits and are not covered by the CBA.

If the Employer decides to convert a Temporary position to a regular position, the incumbent in said position will have the right of first refusal of hire to the regular position.

Employees classified as Temporary will be considered internal candidates for any openings for which they may be qualified.

The Employer shall not use Temporary employment to avoid hiring permanent employees.

e. On-Call

An On-Call Employee is called on an as-needed basis and has an intermittent schedule. On-Call Employees are not covered by the CBA.

If an On-Call employee works a minimum of one thousand forty (1040) hours within a twelve (12) month period they will be reclassified as a Regular Full-time or Regular Part- Time Employee provided there is a budgeted position. If there is no such permanent position both parties will meet and bargain.

Employees classified as On-Call will be considered internal candidates for any openings for which they may be qualified.

The Employer shall not use On-Call employment to avoid hiring regular employees.

f. Use of Volunteers/Interns

COFAM shall not use paid or unpaid volunteers or interns to displace bargaining unit Employees. COFAM will not keep authorized budgeted positions vacant, nor is it the intent of COFAM to initiate the reduction of the number of budgeted positions for the purpose of using volunteers/interns.

Section 4. Reports

COFAM shall provide pay period reports to the Union, listing the names of Fixed-Term and Temporary Employees, payroll and non-payroll, who have been used for the pay period,

their start date, their hourly rate, the department they are working for, an explanation of duties, and either their end date or expected end date, and the number of hours worked per pay period. This pay period data shall be delivered quarterly to the Chief Shop Steward and mailed to the Union Field Representative.

ARTICLE 3. UNION SECURITY

Section 1. *Membership*

It shall be a condition of employment that all Employees of COFAM covered by this CBA, within thirty-one (31) days of the execution date of this CBA or date of hire, whichever occurs later, shall either become and remain members of the Union in good standing, or commence and continue payment to the Union of a monthly service fee equal to regular monthly union dues.

Section 2. *Employment Notification*

On a biweekly basis, COFAM will provide the Union with an electronic list in Excel format of bargaining unit employees' containing the following information:

1. Employee Number
2. Full Name
3. Home Address (address, city, state, zip)
4. Work Phone
5. Work Cell Phone
6. Home Phone (If provided by the employee.)
7. Personal Cell Phone (If provided by the employee)
8. Work E-mail Address
9. Personal E-mail Address (If provided by the employee)
10. Hire Date
11. Seniority Date
12. Birth Date
13. Job Classification
14. Job Type (full-time, part-time, temporary, exempt or nonexempt, per diem, as needed, etc.)
15. Pay Rate
16. Pay Step
17. Pay Status (active, on leave, etc.)
18. Department
19. Last Paid Date

The Employer will provide a Status Change Report in electronic malleable format on a monthly basis for all Employees with employment status changes including, but not limited to newly hired, rehired, transferred or promoted into and/or out of the bargaining unit placed on leaves of absence of any type, placed on or recalled from layoff, separated (including retirement), and termination. The Human Resources Department will distribute the Union's membership/service payer form and a list of current Union Stewards provided by the Union to new employees. COFAM will invite the Union to the periodic new employee orientation that is provided to groups of new employees.

The Union will receive 7-day advance notice of any new employee orientation and be provided up to 30 minutes to make a presentation about the Union, provide union material and information, and to discuss Employee rights and obligations under the CBA. The Employer will allow the Union or designee up to thirty (30) minutes to do the presentation without loss of pay. During such time, the Employer personnel present and other non-represented Employee(s) shall leave the orientation room

Section 3. Union Dues

- a. COFAM will deduct from each Employee's wages the amount of Union dues as specified by the Union, for all Employees covered by this CBA who have voluntarily provided COFAM with a written assignment authorizing such deductions.
- b. COFAM will deduct from an Employee's wages the amount of any designated per pay period contributions to COPE for political activity for those Employees covered by this CBA who have voluntarily provided COFAM with a written assignment authorizing such deductions. Employees who have authorized voluntary deductions shall, for administrative convenience of the parties, be permitted to revoke an authorization for the deduction of the political contributions only during the month of October of any year. They shall be so advised in writing by the Union at the time they execute their authorizations.
- c. The Employer will provide a Dues Report in electronic malleable format for each pay period for each Employee for whom there is a Union deduction. Such report will include: Employee identification number, first and last name, membership status, rate of pay, hours worked, and gross pay.

Section 4. Indemnification

The Union shall indemnify COFAM and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by COFAM for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to COFAM under any of such provisions.

Section 5. Religious Exemption

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 public Employee organizations 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 regular monthly union dues to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the Employee from a list of three (3) such funds agreed to by COFAM and the Union or, absent that list, to any such fund chosen by the Employee. Proof of such payments shall be made on a monthly basis to COFAM and the Union as a condition of continued exemption from the requirements of Section 1 of this Article.

ARTICLE 4. DISCRIMINATION

Section 1. *Equal Employment*

COFAM and the Union agree that in order to provide equal employment and advancement opportunities to all Employees and applicants for employment, COFAM will comply with all applicable state and federal employment discrimination laws. COFAM will make all employment decisions, including without limitation, decisions regarding hiring, assignment, compensation, promotion, overtime, access to benefits, discipline and termination, without regard to the Employee's or applicant's race, color, creed, religion, national origin, citizenship (so long as authorized to work in the United States), gender, sexual orientation, political affiliation, marital status, physical or mental disability, medical condition, veteran status, gender identity, age, or on the basis of genetic information.

Section 2. *No Reprisal*

No Employee or applicant for employment covered by this CBA shall be discriminated against by the Employer or the Union because of membership or non-membership in the Union or participation or non-participation in activities on behalf of the Union; and the Union agrees that Employees covered hereby shall be admitted to membership without discrimination.

Section 3. *Sexual Harassment*

Employees have the right to a workplace free from sexual and other unlawful harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other offensive and unwelcome conduct engaged in because of someone's gender when: (1) submission to such conduct is made either explicitly or implicitly as a term or condition of employment or an employment decision; (2) submission to or rejection of the conduct is used as a basis for making an employment decision; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment. Sexual harassment may include conduct that is visual, verbal, physical, or some combination of such conduct, and may include gender-based harassment of a person of the same sex as the harasser.

An Employee or applicant who experiences, witnesses, or becomes aware of an incident of possible sexual or other unlawful harassment by any person on COFAM premises should report it immediately to anyone of the following: the Employee's supervisor, the Director of Human Resources or their designee. If, for any reason, the Employee cannot report the conduct to any of these individuals, they may report the conduct to any manager. While COFAM will endeavor to keep all such reports as confidential as possible, it cannot guarantee confidentiality at the expense of a prompt and thorough investigation of the report. An Employee or applicant may, in good faith, raise concerns and make reports of sexual harassment or other unlawful harassment without fear of reprisal or retaliation.

Section 4. *Harassment*

COFAM will not tolerate disrespectful, demeaning, or threatening behavior in the workplace including, the bullying of Employees by managers, supervisors, Union representatives, or coworkers. It shall therefore be a violation of this Article and section for any manager or supervisor, union representative or Employee to badger, intimidate, threaten, or otherwise bully another Employee. Nothing in this section restricts a manager's reasonable

exercise of authority or expression of dissatisfaction with an Employee's unsatisfactory job performance. A manager may reasonably exercise their authority and may express dissatisfaction with an Employee's unsatisfactory job performance.

Section 5. Reasonable Accommodation

a. COFAM will meet with individual Employees or applicants for employment who allege a need for reasonable accommodation to perform the essential functions of their jobs due to a bona fide physical or mental disability. COFAM will comply with state and federal disability discrimination laws and it will advise the Union of proposed accommodations that conflict with this CBA.

COFAM and the Union recognize that COFAM has an obligation under federal and state disability laws to reasonably accommodate an Employee's disability, unless COFAM can demonstrate that the accommodation will impose an undue hardship. COFAM and the Union also recognize that as part of the disability accommodation process, COFAM and the Employee are required to engage in an interactive process to determine what if any reasonable accommodation may be provided to the Employee. If any proposed reasonable accommodation conflicts with or requires interpretation of this CBA, COFAM, the Employee and the Union will meet to determine if a resolution is possible. In the event that an accommodation request cannot be resolved due to a conflict with the CBA, COFAM and the Union will notify the Employee in writing.

b. Light Duty

An Employee temporarily unable to perform their regular duties because of illness, injury, or other medical disability may, for a reasonable period of time, be permitted to perform other work they are qualified to do within the medical restrictions established for the Employee by a doctor, if COFAM, in its discretion, determines that it has such work available. In exercising its discretion to determine if such work is available, COFAM will not act arbitrarily.

ARTICLE 5. UNION STEWARDS AND REPRESENTATIVES

Section 1. Representation

There shall be a maximum of five (5) Stewards and three (3) alternates, who will be selected from among the Employees in the unit in a manner determined by the Union. To the extent possible, there will be at least one (1) Steward at each museum location where ten (10) or more unit members are regularly employed. Within thirty (30) days of the selection or any change of Stewards the Union will notify COFAM of the names of the Stewards and alternates who have been selected or changed. No Employee will be recognized as a steward or alternate unless COFAM has received official notice from the Union of their selection. The Union may designate one (1) of the stewards as Chief Shop Steward.

Section 2. Steward Duties

The Steward at the applicable museum or the Chief Shop Steward or, in the Steward's or Chief Shop Steward's absence, the designated alternate, shall, upon notification and approval of their supervisor, which will not be unreasonably withheld, be allowed such reasonable time as is necessary during working hours, without deduction in pay, to perform the following duties:

a. To investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances and of the grievances involved.

b. The Employee shall have the right to have the Steward or an alternate present during any grievance step meeting. Should the Employee elect to have a Steward or alternate present, COFAM will make arrangements for the Steward or alternate to be relieved of their duties, to be present at the step meeting.

c. An Employee shall have the right to have a Union representative present at any meeting with supervisors or COFAM representatives which is disciplinary in nature. (“Weingarten Rights”)

d. Grievance Investigation: Union representatives and Stewards will not disrupt or interfere with COFAM operations. COFAM will not unreasonably deny the Union’s request to extend a grievance step deadline in order for the steward to complete his/her investigation of the grievance.

Section 3. Union Access

A duly authorized Union Field Representative shall be admitted, upon reasonable prior notice to and approval by COFAM, which shall not be unreasonably withheld, to the worksites during normal working hours for the purposes of assisting the Steward in adjusting grievances and administering the terms and conditions of this CBA. If COFAM withholds such approval, it will, to the extent reasonably possible, make alternate arrangements for the Union to perform its duties under this Article. The Union Field Representative will not meet with Employees while they are performing work or interfere with the normal operations of COFAM.

The Union Field Representative will be issued an identification badge. If a new Union Field Representative is assigned to COFAM, the new Representative will make application to the Director of Human Resources or designee for an identification badge. The identification badge will not be unnecessarily denied. The Union Field Representative must comply with the notification requirements of this Article.

Section 4. Due Diligence

Both the Union and COFAM will perform their duties under this Article as expeditiously as possible.

Section 5. Steward Training

All designated Shop Stewards (up to a maximum of five (5) Stewards) will be allowed up to sixteen (16) hours annually to attend Shop Steward training. The Employer will provide eight (8) hours annually of paid release time. The Employer must be notified at least ten (10) business days in advance of any release time. Shop Stewards must first get prior approval, which shall not be unreasonably denied.

ARTICLE 6. MANAGEMENT RIGHTS

Except as specifically and expressly limited or modified by the specific written Articles, Sections, subsections and provisions of this CBA, COFAM retains any and all rights and

prerogatives of management enjoyed prior to the execution of this CBA. Nothing in this CBA shall be deemed to limit COFAM in any way in the exercise of regular and customary functions of management including, but not limited to, the following:

1. The authority to direct its workforce, including the right to determine the availability of work, hours of work, job content, and the duties and responsibilities of each job, and to determine whether or not particular assignments are to be performed by Employees covered by this CBA;
2. The authority to transfer work and Employees and the authority to design and implement safety and security measures and to implement plans to improve efficiency, safety and security;
3. The authority to determine the methods, processes, and means by which COFAM carries out its business, including the introduction of new technology;
4. The authority to make all decisions concerning the hiring, skills, abilities, and qualifications of its Employees and the authority to transfer, demote, discipline, discharge and lay off Employees;
5. The authority to determine the need for, and identity of, suppliers, contractors, and subcontractors;
6. The authority to determine expansion, contraction or reorganization of COFAM's operations, and to determine appropriate staffing levels;
7. The authority to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of Employees and to determine Employee competency. COFAM may publish and enforce a Code of Ethics and Employee Handbook. This Agreement supersedes any contrary provision in the Code of Ethics or the Employee Handbook.

ARTICLE 7. EMPLOYEE LOUNGE FACILITIES, MEETING FACILITIES AND BULLETIN BOARDS

Section 1. *Employee Lounge Facilities*

COFAM will provide lounge facilities at each worksite with at least fifteen (15) Employees. Currently these worksites are: 1) the deYoung Museum, and 2) The Legion of Honor.

Vending machines will be available for the use of Employees in lounge facilities at each worksite. COFAM shall be responsible for the vending machines. Proceeds from sales made through these vending machines shall be allocated exclusively for maintaining and improving the lounge facilities.

The Employee lounge facilities at each worksite will be outfitted with furnishings along the lines of the August 28, 1984 Joint Break Room Study. A Joint Committee composed of an equal number of representatives from COFAM and from the Union may recommend allocation of the proceeds from the vending machines.

Section 2. Use of Meeting Facilities

COFAM shall reasonably make available to the Union, without charge, conference rooms and other meeting areas on the same basis as these facilities are made available to the public, for the purpose of holding meetings to conduct Union business within the scope of its representation of the unit during off-duty periods. The Union shall provide timely advance notice of such proposed meetings.

Section 3. Bulletin Boards

COFAM will provide the Union with a glass enclosed, locked bulletin board, to which the Union has a key at a mutually agreed location in each Museum facility. The Union bulletin boards may be used for the posting of official Union notices, meeting announcements, elections, bargaining updates, and information about the Union or its activities.

ARTICLE 8. JOB DESCRIPTIONS

Section 1. Definition

COFAM shall draw up and maintain position descriptions outlining in general terms typical duties and responsibilities for each position covered by this CBA, copies of which shall be provided to the Union Representative upon request.

Section 2. Change in Duties

If there is a substantial change in duties and responsibilities of a position after the date of this CBA, the individuals required to perform these new duties and responsibilities shall have their pay and position descriptions changed accordingly.

Section 3. Work in a Higher or Lower Position

a. Employees regularly assigned to perform work in more than one position (except for rest period and meal relief) shall be paid based on the number of hours worked in each classification. Employees who are temporarily assigned to work in a higher-classification and assume all the responsibilities of that higher classification will receive the rate of pay for their normal classification for the first ten (10) days. If their temporary assignment to the higher classification lasts longer than ten (10) days, they shall receive the rate of the higher classification, but not less than five percent (5%) above the pay rate for their normal position, retroactive to the beginning of the temporary assignment. Employees temporarily assigned to work in a lower classification shall maintain their existing rate of pay. If the temporary assignment exceeds three (3) months the parties agree to meet to discuss.

b. If an Employee or the Union Representative believes an Employee has been assigned temporarily to perform work outside of the Employee's classification, the Union may request a meeting with the Human Resources Director or designee. The Human Resources Director or their designee will meet with the Union and/or the Employee. At the meeting, the Union will propose a wage rate to compensate the Employee for the out of classification work being performed. If COFAM and the Union agree to a work-out-of-class wage rate that rate will be applied to all hours worked in the temporary assignment retroactive to the date the Union requested the meeting. If the parties do not agree, the Union may utilize the grievance and arbitration procedures of this Agreement.

c. Employees who are temporarily reassigned to work in another classification will continue to accrue hours in their regularly assigned classification for purposes of calculating seniority and step increases.

d. All reclassification requests not involving temporary assignments will be submitted to the Human Resources Director or their designee on a timely and as needed basis.

ARTICLE 9. SENIORITY

Section 1. *Definition*

a. Seniority shall be defined as length of service from the most recent date of hire, except as provided in Section 5 of this Article. Seniority shall be broken by resignation, discharge for just cause, eighteen (18) months of continuous unemployment from COFAM, or failure to report to work within seven (7) days of a recall from layoff (provided notice by certified mail is given) other than a recall under the terms of Article 9, Section 5 of this CBA, unless COFAM and Union mutually agree otherwise. If COFAM finds there are extenuating circumstances, it will make every reasonable effort to honor an extension request of not more than seven (7) additional days.

b. In applying seniority, Regular Full-Time Employees will be given preference over Regular Part-Time Employees. Employees who on July 1, 1981 had a normal workday of seven (7) hours and a normal workweek of thirty-five (35) hours and who continue to work that schedule under the provisions of Article 8, Section 1, shall be considered Regular Full-Time Employees for all purposes of this Article.

Section 2. *Use of Seniority in Scheduling*

In scheduling vacations, leaves, assignment of days off and overtime, COFAM will give preference to the senior Employee in the position to the extent reasonably practicable to Museum operations under the circumstances.

Section 3. *Filling of Vacancies*

a. All vacancies in the unit that would mean a possible promotion or transfer for Employees in the unit will be posted by COFAM on a bulletin board at each Museum designated by mutual agreement for that purpose. Postings shall be dated at the time of posting. Copies of postings shall be provided to the Chief Shop Steward by the first (1st) day of posting. Employees shall have at least five (5) working days from the date of that posting to make application in writing for the vacancy. In comparing applicants for the vacancy (whether unit Employees or outside applicants) where two (2) or more applicants are qualified in skill and ability, and one is not substantially more qualified than the other, the senior applicant shall be given preference.

b. Employees successfully bidding on a job shall undergo a ninety (90) day probationary period in the new position. Should the Employee fail to meet COFAM's reasonable standards for the new position, they shall be returned to their former position without loss of seniority or wage rate.

c. If a promoted Employee is receiving a salary in their present position equal to or above the entrance step in the promoted class, the Employee's salary in the promoted class

shall be adjusted to two (2) steps in the compensation schedule over the salary received in the lower class, but not above the maximum of the salary range of the promoted position. If the Employee is receiving a salary in their present position which is less than the entrance step of the salary range of the promoted position, the Employee shall receive a salary step in the promoted class which is closest to an adjustment of seven and one-half (7-1/2) percent above the salary received in the position from which promoted, but not above the maximum of the salary range of the promoted position.

Section 4. Use of Seniority for Special Events

Where COFAM desires to seek volunteers to work a special event from among the Employees in the unit who will not otherwise be assigned to work that special event, it shall post a notice at least five (5) working days in advance of the event, or such shorter time as is reasonably practical under the circumstances, with a copy of such notice given to the Union Chief Shop Steward at the time of posting. The notice shall specify the date and time of the event, the positions and numbers of Employees COFAM is seeking and the applicable rates of pay. In selecting from among COFAM Employees responding to the notice, where two (2) or more qualified applicants are reasonably equal in skill and ability, COFAM shall give preference to the Employee with the most seniority.

Section 5. Layoff and Rehire

a. For the sole purpose of this Layoff and Rehire Section, seniority shall be defined as the length of service from the most recent date of hire or promotion in the position. Employees who move to a different position shall retain their position seniority in the first position for the purposes of bumping under paragraph (c) of this Section.

b. In the event of layoffs, the least senior Employee in the position where the layoff occurs 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 position shall be the first recalled.

c. In the event of layoffs Employees may exercise bumping rights as against less senior Employees in other positions provided that the Employee is qualified in skill and ability and has prior experience in the position with COFAM.

d. An Employee who has completed the probationary period in a position who is laid off and is returned to or bumps down to a position formerly held on a permanent basis, shall receive a salary at a step based upon the original hire date in the position to which the Employee is returned. An Employee who is returned to a position not formerly held on a permanent basis shall receive a salary at a step based upon actual permanent service in the position from which laid off.

e. Employees with less than five years of continuous service shall receive one (1) month notice of permanent layoff or one (1) months' pay in lieu of that notice. Employees with five or more years of continuous service shall receive two (2) months' notice of permanent layoff or two (2) months' pay in lieu of that notice. The Union shall be given a copy of the notice when the Employee is notified.

f. As soon as practicable, but at least thirty (30) days prior to the layoff of Employees caused by subcontracting, COFAM shall notify the Union in writing of such intent and will, upon written request of the Union, meet and confer with the Union about the effects of

subcontracting on the bargaining unit. COFAM, in its discretion, shall seriously consider alternatives to subcontracting as may be suggested by the Union. In addition to the layoff and recall rights stated in this Article, COFAM shall provide severance pay for the affected Employees as follows:

Two (2) weeks' straight time pay after one (1) year of service and one (1) additional week of straight time pay for each additional year of service to a maximum of ten (10) weeks' straight time pay or the pay in lieu of notice set forth in paragraph (e) above, whichever is greater. Severance pay shall be paid if the Employee is permanently laid off.

g. Employees shall not accrue seniority (either as defined in Section 1 or Section 2) or benefits while on layoff, but shall not forfeit previously accrued seniority and benefits as a result of layoff, unless layoff extends for eighteen months or more without a break.

ARTICLE 10. HOURS OF WORK

Section 1. *Weekday/Workweek*

COFAM's "workday" shall be defined as the consecutive 24-hour period from 12:00 a.m. through 11:59 p.m.

COFAM's "work week" shall be defined as the consecutive seven-day period from 12:00 a.m. on Wednesday, through 11:59 p.m. the following Tuesday.

Section 2. *Normal Workweek*

The normal workday schedule for a Regular Full-Time Employee is eight (8) hours per day completed within not more than nine (9) hours. Employees normally scheduled to work seven (7) hours a day will complete their shifts within eight hours. The normal workweek schedule for a Regular Full-Time Employee is five (5) consecutive workdays.

Section 3. *Meal Period Election/Rest Break*

Employees who work in excess of five (5) hours in a workday will be scheduled a one (1) hour unpaid lunch period. Employees eligible for a one-hour unpaid meal period, may elect to shorten their meal period to thirty (30) minutes. The election applies to all meal periods in the workweek. An Employee must submit an election form which must be approved by and at the discretion of the Employee's manager. An Employee may only make or change an election twice per year. An Employee must clock out at the beginning of the meal period and back in at the conclusion of the meal period. Employees will receive a paid fifteen (15) minute rest break for every four (4) hours worked or, major portion thereof, during a workday.

Section 4. *Flex-Time.*

COFAM and the Union, in consultation with the Employee(s) affected, may agree in writing to alternate or flex-time work schedules. The alternate and flex schedules may include but, are not limited to, normal workday schedules, hours, flex-time, full-time workweeks of less than five (5) days, job sharing, reduced workweeks and/or part-time work. Pay and other benefits will be determined in accordance with the provisions of Article 16, provided the Employee works at least twenty hours per week. Alternate and flex schedules will remain in effect so long as they are mutually agreeable. When either party requests a change in such

arrangements intended to last more than thirty (30) days, such change shall require ten (10) days written notice to the other party.

Section 5. *Canceling Work*

Employees shall receive no compensation when properly notified (two (2) hour notice) that work applicable to the position is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the position is available shall be paid for a minimum of two (2) hours. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

Section 6. *Changing Work Schedules*

Where reasonably practical, COFAM shall give fourteen (14) calendar days' notice, in writing, to the affected Employee and the Union of permanent changes to work schedules. In situations involving non-permanent changes to electronic or written work schedules, COFAM will provide the Employee with no less than fourteen (14) calendar days' notice in advance of the schedule change.

Section 7. *Overtime*

Nothing in this Article will affect the availability of overtime for Employees.

ARTICLE 11. OVERTIME AND COMPENSATORY TIME OFF

Section 1. *Definition*

Except as provided in Section 2 and exclusive of part-time Employees, any time worked under proper authorization of the Employee's supervisor, in excess of the regular or normal workday or workweek shall be designated as overtime and shall be compensated at one and one-half (1-1/2x) times the base hourly rate; provided that the Employee(s) having a normal workday of less than eight (8) hours or a normal workweek of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of the specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week. When calculating overtime, sick leave, and vacation, do not qualify as time worked for compensation of overtime. Legal holidays qualify as time worked for compensation of overtime.

Section 2. *Compensatory Time*

Employees who have earned overtime compensation under Section 1, above, may in lieu of that compensation elect to take compensatory time off at the rate of one and one-half (1-1/2x) times for time worked in excess of the normal work schedules of eight (8) hours per day and forty (40) hours per week. Compensatory time off will be scheduled by mutual agreement between COFAM and the Employee; provided that if it is not possible to schedule such time off within three (3) months of the date the overtime hours are worked or if the Employee is laid off or terminated without having received that time off, the Employee will be paid the overtime compensation for those hours rather than receiving compensatory time off.

Section 3. *Approval*

Overtime or compensatory time, to be valid, must be approved in advance by the Employee's supervisor.

Section 4. *Night Shift Premium*

Employees who are assigned to work a shift, inclusive of overtime, at least one (1) hour of which occurs between 5:00 PM and 7:00 AM and which is not a flex-time arrangement voluntarily requested by the Employee, shall be compensated at six and one-quarter (6.25%) percent above their base rate of pay for each hour, or portion thereof, worked after 5:00 PM and before 7:00 AM.

Section 5. *Unscheduled Call Back Pay*

Employees called back to their work locations after leaving COFAM at the completion of their workday shall be granted a minimum of four (4) hours' pay at the applicable rate, or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The hours worked by the Employee shall not be reduced for the purpose of avoiding payment of this minimum for such unscheduled callbacks.

Section 6. *After Hours*

Regular Full-Time Employees required to work overtime after 8:00 P.M. will be reimbursed up to thirty (\$30) dollars for cab fare or other transportation costs provided the Employee presents an appropriate receipt. Any Employee required to work overtime after 8:00 P.M. will be allowed an unpaid half-hour (1/2) lunch period or, receive a fifteen (\$15) dollar meal allowance.

Section 7. *Report-In Pay*

An Employee who reports for their assignment without having been notified not to do so, and is subsequently not provided work, shall be paid for half of the Employee's scheduled day's work at their regular rate of pay (but not less than four (4) hours).

Section 8. *Call Back Pay*

An Employee who is sent home early or who completes their assigned shift and is later called back into work, will be paid a minimum of four (4) hours pay or for all hours worked, whichever is greater.

Section 9. *Turn Around Pay*

Employees will have ten (10) hours of rest between work periods. The ten (10) hour rest period will be measured from the time the Employee clocks out of the first day to the time the Employee clocks in on the second day. If the Employee's scheduled shift start time on the second day is within the ten (10) hour period, the Employee's start time will be moved to provide the Employee with ten (10) hours of rest or, the Employee will be paid, at an overtime rate, for the hours worked within the ten (10) hour rest period.

Section 10. Force Majeure

It is agreed that if by reason of fire, accident, riot, Act of God, epidemic, war, the public enemy, or for any other cause in the general class, the Employer is unable to conduct business, the Employer will notify the Employees and the Union Field Representative. The Union and the Employer will meet and discuss if the Employee(s) shall be entitled to compensation for time lost during said period of time lost. This condition shall be a subject of the Grievance and Arbitration procedure.

ARTICLE 12. PROBATIONARY PERIOD

There will be an initial probationary period of ninety (90) days continuous active employment for all Regular, Part-Time and Fixed-Term Employees which can be extended by mutual agreement for an additional sixty (60) days. Employees absent from work for periods of one (1) week or more will have their probationary period extended by the length of their absence. Upon the successful completion of the probationary period, the Employee's seniority for all purposes shall be counted from the first (1st) day of that employment. During the probationary period, COFAM may discharge a probationary Employee for any reason, without cause. A probationary Employee who is terminated will not have recourse to the grievance and arbitration procedures.

A probationary Employee may use accrued paid sick leave.

ARTICLE 13. PERFORMANCE EVALUATIONS

An Employee will have their performance evaluated by their direct supervisor on an annual basis. The purpose of the evaluation will be to review the previous year's work, set goals for the upcoming year and discuss professional development goals.

The Annual Evaluation process is intended to be an open exchange between supervisor and Employee and is also an opportunity for the Employee to give feedback to their supervisor. about the Employee's job performance, the established goals and the Employee's experience at work.

Following an evaluation meeting between the supervisor and the Employee, the written performance evaluation will be included in the Employee's personnel file along with any written response which the Employee wishes to make. The Annual Employee Evaluation is a tool for evaluating the Employee's job performance and for the growth of the Employee and is not to be used as a disciplinary document. The Annual Performance Evaluation process does not replace regular communications between the supervisor and Employee.

ARTICLE 14. DISCIPLINE AND DISCHARGE

Section 1. Definition

An Employee who has successfully completed the probationary period will not be disciplined or discharged without just cause. All cases of discipline or discharge beyond the probationary period are subject to the grievance and arbitration procedures of this CBA.

Understanding that the purpose of discipline is to change unacceptable behavior, and that each disciplinary situation must be evaluated upon its specific facts, COFAM will 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 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. If documented, the Employee will receive a copy.
2. **Informal Written Instruction.** A corrective instruction between the manager and the Employee designed to identify the issue and to provide clear directions as to expected future performance. This instruction is documented and held in the manager's working files and a copy is provided to the Employee.
3. **Written Warning.** The first formal step of the progressive discipline process, will result in a discussion between the manager, a Union Representative and the Employee with documented specifics of the issue, referencing all prior counseling's and instructions, confirming that continued unacceptable behavior may result in escalated discipline. This step may be repeated up to two (2) times for the same infraction. If requested by the Union, the Human Resources Director or designee may be present at this meeting.
4. **Suspension.** Step two of the formal progressive discipline process. The Employee is removed from paid duty for a period not to exceed ten (10) days for failure to change behavior. Depending upon the nature of the offense and the corrective actions previously taken, suspension may not be applicable
5. **Dismissal.** The final step of the progressive discipline, the Employee is separated from their position with COFAM.

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

Records of counseling and informal written instruction will be placed in the employee's personnel file only if discipline for that behavior progresses beyond the written warning stage, and will be considered inactive after one year, if there are no similar incidents.

In addition, the following may take place during an investigation:

COFAM may place an Employee on Paid Administrative Leave in one (1) week increments, while it investigates a complaint against the Employee. Paid Administrative Leave is not a punitive step.

Nothing in this Article will affect or limit an Employee's Weingarten Rights in any manner.

ARTICLE 15. GRIEVANCE AND ARBITRATION

Section 1. *Adjustment of Grievances*

A grievance is a written complaint concerning a dispute between COFAM and the Union relating to the interpretation or application of or, compliance with, this CBA. All grievances will be reduced to writing by Step 2 and handled in accordance with the following procedure.

Section 2. *Grievances*

A grievance will contain the date on which the grievance arose, a brief but specific statement of the facts giving rise to the grievance, the Article(s), Section(s) and subsection(s) of the CBA allegedly violated, and a statement of the remedy requested.

Grievances relating to discharge must be initiated at Step 2 within thirty (30) calendar days after the termination. Any other grievance must be initiated at Step 2 within forty-five (45) calendar days after the facts upon which it is based first occurred or reasonably could have been known to exist. Failure to present the grievance within the time and in the manner described will constitute a waiver of the grievance. The affected Employee may attend the grievance step meetings.

Step 1 - The Steward or Union Field Representative, will first discuss the grievance with the Director of Human Resources or designee. A representative of the Human Resources Department may involve the immediate supervisor. COFAM will give its reply to the grievance within five (5) working days after the Step 1 meeting with the immediate supervisor.

Step 2 - If the grievance is not satisfactorily adjusted at Step 1, or if an answer is not provided to the Union within the time specified, the grievance will be processed to Step 2. The Union Field Representative and Director of Human Resources or designee will meet within five (5) working days to discuss the grievance. COFAM will reply to the grievance within five (5) working days after the Step 2 meeting.

Step 3 - If the grievance is not satisfactorily adjusted at Step 2, or if an answer is not provided by COFAM the Union may, within ten (10) working days of the date on which the answer was due, request, in writing to the Director of Human Resources or designee, that the grievance be submitted to arbitration. Failure to request arbitration in the time and manner described will constitute a waiver of the grievance.

Section 3. *General, Union and Museum Grievances*

A general grievance impacting a substantial number of Employees, or, a grievance brought on the basis of the Union's interests or, a grievance COFAM wishes to process against the Union, will be initiated at Step 2. If the grievance is filed by COFAM, the terms "COFAM" and "Union" shall be interchanged in Steps 2 and 3. Failure to submit or pursue the grievance in the time and manner provided for in this Article will constitute a waiver of the grievance. If the grievance is not adjusted at Step 2, it may be referred to arbitration as provided for at Step 3.

Section 4. *Arbitration*

a. If arbitration is requested, COFAM and the Union shall meet and confer within seven (7) calendar days of the request in order to select an arbitrator to hear and determine the

grievance. In the event the parties are unable to agree upon an arbitrator, the grieving party shall immediately request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. Within five (5) working days after the receipt of that list the parties will discuss the selection of an arbitrator. The parties will flip a coin to determine which party will strike the first name from the list. Thereafter, the parties will alternately strike names from the list until one (1) name remains. Failure of the party requesting arbitration to follow the procedure for selection of an arbitrator set forth in this Section shall constitute a waiver of the grievance. The arbitrator selected shall hear the submitted grievance as expeditiously as possible. The expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator will be final and binding upon all parties.

b. The arbitrator selected does not have jurisdiction to add to, subtract from, change, alter or modify any of the terms of this CBA. The arbitrator may not hear or decide the merits of a grievance before they decide (the arbitrator) that the grievance has been timely processed.

Section 5. *Extension of Time Limits*

The time limits mentioned in this Article may be extended only by written agreement signed by both parties specifically stating that a time limit(s) is to be extended.

ARTICLE 16. WAGES AND POSITIONS

Section 1. *Increases*

There shall be wage increases based on the following schedule. These increases shall be reflected in the salary schedule for all employees and classifications in the bargaining unit for each year of the contract.

Effective the pay period that includes April 1, 2022, all employees/classifications shall receive an across the board wage increase of four percent (4.0%). In addition, each bargaining unit employee, employed on the date the Agreement is ratified by Local 1021, will receive a lump sum payment of One Thousand dollars (\$1,000) as a reimbursement for reasonable living and family expenses, employment and commute related expenses incurred by the employees over the prior two years as a result of the COVID-19 pandemic. The reimbursement is not for lost wages, COVID-19 related paid sick leave or other COVID-19 related expenses that were the subject of state or federal pandemic relief legislation. The lump sum payment is a reimbursement, not a wage and it is not subject to state and federal withholdings or payroll deductions. It will be paid on or before the second pay period following SEIU Local 1021's ratification of the final, comprehensive Tentative Agreement for a new three (3) year collective bargaining agreement.

Within the first pay period after April 1st, 2023, all employees/classifications shall receive an across the board wage increase of three and one half percent (3.5%)

Within the first pay period after April 1st, 2024, all employees/classifications shall receive an across the board wage increase of three and one half percent (3.5%)

Section 2. Accountability

a. COFAM shall maintain records of accumulated vacation, sick leave and compensatory time off which shall be updated every three (3) months. The current balance shown on these records shall be furnished to the Employee upon request.

b. If an Employee is scheduled to be on vacation for one (1) week or more, they may, upon at least ten (10) working days' written notice, arrange with the Chief Financial Officer or their designee to receive any pay-checks that would normally be received during that vacation period at an address designated by the Employee for that vacation period, or at some mutually convenient time within the week preceding the beginning of that vacation period.

c. The Employee shall be notified, in writing, at the time of the implementation of a step increase.

d. Cash overtime payable under this CBA shall be paid on a separate check from the Employee's regular wages where overtime in the applicable pay-period exceeds ten (10) hours.

e. At the end of each pay-period, all timesheets must be signed off by the Employee's department head.

f. COFAM will install an automated web-based timekeeping system to replace the existing paper timesheet system. Once installed, each Employee will be required to accurately record their hours worked in compliance with state and federal legal requirements applicable to COFAM for the keeping of accurate time records.

Section 3. Longevity Pay Premium

Employees will receive a longevity pay premium after ten (10) years of service of ninety cents (\$0.90) per hour.

ARTICLE 17. HEALTH, DENTAL AND VISION

Section 1. Group Insurance Programs

COFAM will enroll eligible Employees in group medical, dental, vision and life insurance plans. During the term of this Agreement, COFAM will offer eligible Employees two HMO group medical insurance plans: one plan will be a Kaiser Permanente Plan and the other HMO will be a non-Kaiser Permanente HMO Plan. There shall be no material change to the employees' medical, dental, vision or life insurance plans during the life of this agreement unless in accordance with Section 2, below.

Employees will be enrolled on the first of the month following their hiring into an eligible position. Employee contributions to the monthly premiums will be made through pre-tax deductions from wages.

Section 2. Medical Insurance

Future Increases To Medical Insurance Premiums

If the monthly premium for the group medical insurance HMO plan(s) is increased COFAM will pay ninety percent (90%) of the increase and the Employee will pay ten percent (10%) of the increase. The Employee's share of the premium increase will accumulate and be added to the monthly premium amounts set forth above .

If COFAM receives a quote for renewal of an existing HMO health insurance plan(s) indicating that premiums will increase by 10% for any HMO, COFAM will, within three (3) business days of receiving the renewal quote offer to bargain with the Union concerning the proposed increases including, the purchase of a substitute insurance plan(s) and all other matters pertinent to the costs and coverage of the group HMO insurance plan(s). COFAM 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) COFAM may purchase a substitute plan(s) in order to maintain the same premium cost or a premium cost similar to what it paid in the prior year provided that the Employee's co-pay does not increase by more than one hundred (100%) percent. During the term of this CBA, COFAM will not substitute a high deductible medical insurance plan for either of the existing HMO plans. COFAM may offer medical insurance plans in addition to the existing HMO plans.

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

Section 3. *Dental Insurance*

COFAM will pay one hundred (100%) percent of the premium for each coverage level (i.e. Employee Only, Employee Plus One, and Employee Plus Family) for Employees who participate in the Lincoln Financial group dental plan.

Section 4. *Vision Plan*

For Employees not covered by the Kaiser Permanente Vision Services plan, COFAM will pay one hundred percent (100%) of the premium for each coverage level (i.e. Employee Only, Employee Plus One, and Employee Plus Family) for Employees who participate in the VSP vision plan.

Section 5. *Life Insurance*

Effective July 1, 2013, COFAM will provide all eligible bargaining unit Employees group life insurance in the amount of or equal to one times (1x) salary. If COFAM's Life Insurance carrier allows Employees to purchase additional supplemental life insurance, Employees may purchase such supplemental insurance. The purchase of supplemental insurance for an Employee, their spouse, domestic partner or dependent children is governed solely by the terms and conditions of the life insurance plan and the carrier's willingness to extend such supplemental coverage. If an Employee elects to purchase supplemental life insurance coverage and authorizes a payroll deduction COFAM will deduct the premium cost from the Employee's regular payroll check. The Employee will be solely responsible for the premium for any supplemental life insurance coverage.

Section 6. *Healthcare Reform Legislation*

Health care reform legislation passed by the United States Congress and signed by the President in 2010 will be implemented during the term of this Agreement. In addition, existing health care reform legislation may be amended and new health care reform legislation may be passed at the federal, state and local level. To the extent that health care reform legislation changes COFAM's obligations to provide or pay for medical, vision or dental insurance under this Agreement or to the extent it imposes additional obligations, costs or duties upon COFAM to provide or pay for health care or medical, dental or vision insurance coverage for COFAM Employees or their dependents, COFAM reserves the right to reopen the affected medical, dental and/or vision provisions of this Agreement and to bargain with the Union over such changes and the effect of such changes on wages and benefits of COFAM Employees.

Section 7. *Flexible Spending Accounts*

COFAM will continue to administer a cafeteria-style Flexible Spending Account (FSA), as provided for in Section 125 of the Internal Revenue Code, which may be used by Employees to set aside monies on a pre-tax basis, as permitted by the IRS Code, to (i) a Health Care Flexible Spending Account (HCFSA) or (ii) a Dependent Care Assistance Account (DCAA).

Section 8. *EAP Services*

COFAM will offer eligible Employees EAP services.

Section 9. *COBRA*

COFAM will provide appropriate and timely notice to allow Employees on layoff or on leaves of absence to obtain COBRA continuation coverage of COFAM's group health insurance programs.

Section 10. *Domestic Partners*

COFAM will continue coverage of the domestic partners of unit members, who meet the terms and conditions of the City domestic partners provision, on the current Health Plan provider systems. COFAM will pay dependent benefit coverage for such partners. COFAM will copy the Union on all communications related to this Section.

Section 11. *Medical Insurance Reopener*

COFAM and the Union agree to reopen the medical insurance provisions of Article 17 and to negotiate, in good faith, concerning possible changes to the medical insurance program if any of the following occur:

a. If COFAM receives a quote for renewal of an existing HMO health insurance plan(s) indicating that premiums will increase by 10% for any HMO, COFAM will, within three (3) business days of receiving the renewal quote, offer to bargain with the Union. The parties will bargain over the purchase of a substitute insurance plan(s) and all other matters pertinent to the costs and coverage of the group HMO insurance plan(s) for the next plan year. COFAM 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) COFAM may purchase a substitute plan(s) in order to maintain the same premium cost or a premium cost similar to what it paid in

the prior year provided that the Employee's co-pay does not increase by more than 100%. During the term of this CBA, COFAM will not substitute a high deductible medical insurance plan for either of the existing HMO plans. COFAM may offer medical insurance plans in addition to the existing HMO plans.

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

b. There is a material change in the insurance carrier network of doctors available to COFAM. If new networks of doctors become available or if existing networks of doctors are no longer available to COFAM Employees, the parties will meet and bargain over a solution.

c. New medical insurance plans or medical insurance products become available to COFAM or existing programs are discontinued or become too costly to continue.

Section 12. *Leave Share Bank*

An Employee shall be eligible to receive donations of sick leave to be included in the Employee's sick leave balance if they are suffering from a serious health condition, or are caring for a spouse, child, or domestic partner who has suffered from a serious health condition, which prevents the Employee from being able to work. A serious health condition involves either (1) inpatient care in a hospital, hospice, or residential health care facility, or (2) continuing treatment or continuing supervision by a health care provider which prevents the Employee from working their regularly scheduled hours. Leave share donation is intended to provide compensation to an Employee during an approved leave that would otherwise be unpaid. It cannot extend a covered leave of absence (i.e. Long Term Disability payments).

Section 13. *Eligibility*

1. The recipient Employee must have passed the introductory probationary period and must be a Regular Full or Regular Part-Time Employee.

2. The recipient Employee, the family of the recipient Employee, or other person designated by the recipient Employee must submit a request to the Human Resources Director.

3. The recipient Employee is not eligible so long as they have paid leaves available; however, the request may be initiated prior to an anticipated date leave balances are exhausted.

4. A medical verification indicating the duration of requested leave must be provided by the recipient Employee.

5. A recipient Employee is eligible to receive only the amount of time needed to cover their approved leave.

6. Donations shall be made in hourly increments. Employees may donate up to forty (40) hours of sick time per year, as long as a five (5) day sick leave balance is maintained.

7. The donor Employee's donated time shall be converted to the recipient Employee's sick leave balance and all sick leave provisions apply, including integration with

State Disability Insurance and Worker's Compensation Benefits. Time donated in any pay-period may be used in the following pay-periods. No retroactive donations will be permitted.

8. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on an hour-for-hour basis. In addition, the donated leave shall be used to offset the Employee's benefit costs.

There are no tax consequences to an Employee who donated leave-to-leave time; the donating Employee may not claim the leave as income or as a deductible expense or loss. The Employee receiving the donated leave however does have tax consequences, in that the paid leave received by the Employee will be considered "income" for tax purposes. In other words, taxes are withheld and the income is included in the recipient's W-2, it is not a "gift". The leave time is paid to the recipient at their base rate of pay.

Section 14. *Domestic Violence or Sexual Assault Leave*

If an Employee is a victim of domestic violence or sexual assault, the Employee may take an unpaid leave of absence. Accrued but unused paid time off benefits (vacation, sick) and/or Leave Share Donation may be used for this type of leave. The maximum length of unpaid leave an Employee may take under this policy is twelve (12) weeks. Reasons for leave include:

- To obtain or attempt to obtain any legal relief, including but not limited to a temporary restraining order or other injunctive order.
- To help ensure the Employee's or the Employee's child's health, safety or welfare.
- To seek medical attention for injuries caused by domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and to take other actions to increase safety from future domestic violence.

ARTICLE 18. RETIREMENT PLANS

a. All bargaining unit members who are participants in COFAM's Defined Benefit Pension Plan ("Plan") will remain participants in the Plan and will continue to accrue retirement benefits in accordance with the terms of the Plan until at least March 31, 2020. The Defined Benefit Plan will be a subject of the reopener negotiations per Article 16, Wages and Positions. The Union may name one person and one alternate to be appointed as a voting member of the committee to administer the COFAM Retirement Income Plan.

b. Employees who were employed as of October 31, 2002 will be eligible to participate in the 403(b) plan. The 403(b) plan will allow eligible Employees to make pre-tax contributions to the maximum extent permitted by law.

c. All Employees who commenced Regular Full-time, Regular Part-Time or Fixed-Term employment after October 31, 2002 are eligible to participate in a 401(k) plan. Effective January 1, 2013, COFAM will make a dollar-for-dollar match of Employee contributions to COFAM's 401(k) plan, up to a maximum of seven (7%) percent.

Employees who have completed one (1) full and continuous year of employment will be eligible for COFAM's annual matching contribution to the Employee's Defined Contribution Plan account based on the following formula, as shown in the table below: for Employees who have completed one (1) full and continuous year of employment, COFAM will make an annual contribution matching the Employee's contribution up to a maximum of one (1%) percent of the Employee's eligible compensation as defined in the 401(k) plan document ("base pay"). COFAM will increase its match of the Employee's contribution by two (2%) percent for each additional year of full and continuous employment thereafter until COFAM's matching contribution equals seven (7%) percent of the Employee's base pay as shown below. In no event will the contributions of the Employee, COFAM or the combined contributions of the Employee and COFAM exceed the contribution limits established under the Internal Revenue Code.

Years of Service	Employer Match
1	No match
2	Match Employee contribution up to 1% of Employee's base pay
3	Match Employee contribution up to 3% of Employee's base pay
4	Match Employee contribution up to 5% of Employee's base pay
5	Match Employee contribution up to 7% of Employee's base pay

The Employee's eligibility, participation and benefits under COFAM's Retirement Plans are governed by the terms of the applicable retirement plan.

ARTICLE 19. ADDITIONAL BENEFITS

Section 1. *Museum Store*

COFAM shall provide all Regular Full-Time and Regular Part-Time Employees covered by this CBA with a twenty (20%) percent discount for all purchases made at the de Young and Legion Museum Stores above one (\$1.00) dollar excepting magazines, reduced books and reduced objects. Purchases under this Article must be limited to an Employee's personal use, and any abuse of the benefits provided by this Article can lead to disciplinary action and/or revocation of the privilege for the individual Employee(s) involved. In addition, Employees covered by this CBA shall be given the same benefits as Complimentary Members of COFAMs.

Section 2. *Clothing Reimbursement*

The Employer will provide or reimburse Employees for all protective gear or clothing required by OSHA or Cal-OSHA. The Employer will determine if the protective gear or clothing is required by law, subject to the grievance and arbitration procedures of this agreement.

Visitor Experience Employees required by the Employer to wear a uniform and Employees who are required to wear safety shoes or gear will be reimbursed up to two hundred fifty (\$250.00) dollars per year for the verified purchase or replacement of uniforms, shoes or safety gear.

Section 3. *Work-Related Courses*

Where an Employee desires to take a work-related course, workshop or seminar and COFAM determines in its discretion that it is in COFAM's interest for the Employee to do so, it will make such arrangements regarding time and expenses for the course, workshop or seminar as are mutually agreeable to the Employee and COFAM.

Section 4. *Pet Insurance*

Provided the Employer continues to offer a group pet insurance program, Employees will be provided the opportunity to purchase such insurance.

Section 5. *Commuter Benefits*

Provided there is sufficient participation to continue the program, COFAM will continue to provide a commuter flexible spending plan to help pay eligible commuting expenses. COFAM will also offer a "Commuter Check" program providing pre-tax deductions for certain commuter expenses as allowed under the fringe benefit rules of Section 132(f) of the Internal Revenue Code.

Section 6. *Use Of Employee Vehicles*

a. Reimbursement

Employees who are requested to use their own vehicle for COFAM business shall be reimbursed for mileage at the rate established by the Internal Revenue Service for such mileage reimbursement and for all necessary parking and toll expenses.

b. Insurance

When COFAM requests an individual to use their private vehicle for COFAM business and an accident occurs during on duty hours, COFAM shall reimburse the Employee for the cost of any deductible to a maximum of five hundred (\$500.00) dollars and of any necessary car rental to the extent not covered by the Employee's insurance to a maximum of two hundred fifty (\$250.00) dollars upon proof that the Employee has incurred that expense and provided the Employee is not cited for a violation of law in connection with the accident unless the Employee is subsequently exonerated.

c. Rights of Refusal

Unless a condition of employment, an Employee shall have a right to refuse the use of their private vehicle for COFAM business.

ARTICLE 20. VACATIONS

Section 1. *Accrual Rate*

Current Regular Full-Time Employees will accrue paid vacation at the following rates: one hundred twelve (112) hours per year after one (1) year of continuous employment through three (3) years; one hundred sixty (160) hours per year after three (3) years of continuous

employment through fourteen (14) years; and two hundred eight (208) hours per year after fifteen (15) years of continuous employment.

In addition, at the end of five (5) years of continuous service and again at the end of ten (10) years and fifteen (15) years of continuous service, Regular Full-Time Employees will receive a one (1) time vacation allowance of forty (40) hours of vacation pay. Regular Part-Time Employees will accrue paid vacation pro-rata based upon the ratio of their regularly scheduled weekly work hours to a forty (40) hour week.

Years of Service	Vacation Accrual Rate per hour	Annual Equivalent for Full-Time (80 hrs/pp) Employees	Maximum Accrual (hours)
1 – 3 years	0.05385	14 days (112 hours)	360
3 – 15 years	0.07692	20 days (160 hours)	360
15+ years	0.10	26 days (208 hours)	360

Vacation hours accrue on regular hours worked and any paid time off (vacation, sick time, etc.).

Section 2. Maximum Accrual

Employees are encouraged to take their vacation in the year it is earned. Once an eligible Employee accrues the maximum, they will stop accruing paid vacation benefits until vacation is taken and the Employee's accrual balance drops below the maximum.

Section 3. Holidays

Should a holiday be observed on an Employee's regularly scheduled workday during the Employee's vacation, the Employee will receive an additional eight (8) hours of paid vacation.

Section 4. Vacation Scheduling

Advance approval is necessary for all vacations. Employees must complete a vacation request, using the Museum's web-based timekeeping system, and have it approved by the Employer prior to the beginning of the requested vacation. The Employer will respond to vacation request(s) within fourteen (14) calendar days of the request in writing. Requests may be submitted up to twelve (12) months in advance but not less than two (2) weeks in advance. Accrued vacation time cannot be taken until after successful completion of the introductory probationary period, unless agreed by the Employer prior to hire date, and at no time can an Employee take more vacation than has been accrued. Once approved, the Employer will not cancel a vacation except in work emergency situations not including a manager's inattention to staffing needs.. In the unlikely event of such a vacation cancellation, COFAM will reimburse the employee for any losses such as non-refundable plane/hotel reservations or deposits upon acceptable verification of the loss with documentation. An employee may not take unpaid time off before using all accrued vacation and compensatory time.

Section 5. Vacation Payout

a. No later than December 31st of each year, employees may submit a form to the Human Resources Department making an irrevocable election to cash-out up to two weeks of accrual vacation. The cash-out will occur in the final pay period of March in the next calendar year. To be eligible for the accrued vacation cash-out: (1) the Employee must have two (2)

weeks of vacation accrual on the date the irrevocable election form is submitted to Human Resources; and 2) the Employee must maintain a balance of at least one (1) week of accrual vacation throughout the following year.

b. Paid vacation benefits accrue but may not be taken during the probationary period. After the completion of the probationary period, an Employee whose employment is terminated will receive a prorated vacation pay benefit for vacation accrued but not taken. For purposes of computing the amount of paid vacation due to an Employee upon termination, vacation accrues on the basis of one-twelfth (1/12th) of the applicable accrual rate set forth in Section 1 for each full month of continuous employment up to the maximum. Employment periods of less than a full month are not counted.

ARTICLE 21. HOLIDAYS

Section 1. Definition

The following days are the holidays observed by COFAM:

January 1, the day designated by the City and County of San Francisco for observation of Martin Luther King's Birthday,

the third Monday in February (President's Day),

the last Monday in May (Memorial Day),

June 19 (Juneteenth)

July 4,

the first Monday in September (Labor Day),

the second Monday in October (Indigenous People's Day),

November 11 (Veteran's Day),

Thanksgiving Day,

the day after Thanksgiving Day,

December 25

If January 1, June 19, July 4, November 11, or December 25 falls on a Sunday, that Sunday will be observed as the holiday for Employees normally scheduled on Sunday and the following Monday will be the observed holiday for eligible Employees not regularly scheduled to work on the Sunday. If January 1, June 19, July 4, November 11, or December 25 falls on a Saturday, that Saturday will be observed as the holiday for Employees normally scheduled to work on Saturday and the preceding Friday will be observed as the holiday for eligible Employees not regularly scheduled to work on the Saturday.

Section 2. Compensation

COFAM will pay Regular Full-Time Employees holiday pay at the Employee's straight-time rate times (x) eight (8) hours for each holiday. Regular Part-Time Employees will receive holiday pay based on the rate and average number of hours they are regularly scheduled on a weekly basis. For holidays that fall on Saturday or Sunday, employees who are normally scheduled to work on those days shall receive overtime pay of one and one-half (1-½) time their regular rate of pay for working on those days.

If a holiday falls on an Employee's regular day off, the Employee may, subject to operational needs, schedule a day off with pay in lieu of holiday pay. The day off must be scheduled within sixty (60) days of the date of the holiday or the holiday pay will be paid out. An eligible Employee required to work on an observed holiday will, in addition to holiday pay, be paid at one and one-half (1-1/2) time their regular rate of pay or, at the option of the Employee, be given compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked. If the Employee works overtime on an observed holiday, the Employee will receive overtime for all overtime hours worked. (i.e. for a Regular Full-Time Employee; eight (8) hours holiday pay plus eight (8) hours pay at time and one-half (1-1/2) plus overtime premium for overtime hours worked.

Section 3. Eligibility

To be eligible for holiday pay, an Employee must be in a paid status on the last scheduled workday before the holiday and the first scheduled workday after the holiday. An Employee who is laid off at the close of business the day before a holiday, who has worked not less than five (5) previous consecutive workdays shall, be paid for the holiday.

Section 4. Exceptions

Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours per week, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

ARTICLE 22. SICK LEAVE

Section 1. Recognition

A Regular Full-Time Employee accrues paid sick leave at the rate of four (4) hours every two (2) weeks of active employment beginning the first full calendar month of employment. A Regular Full-Time Employee may accrue up to a maximum of one thousand forty hours (1040) of paid sick leave. Regular Part-Time Employees accrue paid sick leave on a pro-rata basis based upon the ratio of the Regular Part-Time Employees' regular weekly schedule to a forty (40) hour week.

Section 2. Definition

Accrued sick leave may be used to cover absences from work under the following circumstances: (a) personal injury, illness or disability; (b) medical appointments that cannot be scheduled outside of working hours; or (c) to care for sick family members (parents, spouse,

dependent children, partner) or others who are permanent members of the Employee's household.

Section 3. State Disability Insurance (SDI)

Paid sick leave benefits will be integrated with SDI and workers' compensation benefits.

Section 4. Notification

An Employee must telephone their supervisor or leave a recorded message stating the need for and the expected duration of an absence, at least forty-five (45) minutes prior to the start of their shift. Unless an Employee has an attendance problem and has been notified in writing to the contrary, a doctor's certificate verifying a medical reason for an absence is not required for absences of less than five (5) days.

Section 5. Doctor's Appointments

Except in cases of emergency, an Employee must provide their supervisor written or electronic notice of a medical or dental appointment at least one full working day before the appointment. If medical and dental appointments cannot be scheduled outside the Employee's normal work hours, such appointments should be scheduled during the first or last three hours of the Employee's work day. COFAM may require the Employee to provide a doctor's certificate verifying the Employee's presence at the appointment. If COFAM is provided sufficient advance notice of the appointment, it will provide the Employee with advance notice that the certificate will be required.

ARTICLE 23. LEAVES OF ABSENCE

Section 1. Bereavement Leave

Employees will be granted up to three (3) days of paid bereavement leave to attend the funeral or memorial service of a member of their immediate family. Employees may be granted an additional two (2) days bereavement leave for activities or responsibilities related to the death of parents, siblings, spouses or children. An additional two (2) days of paid bereavement leave will be granted if travel outside the State of California is required. In extraordinary circumstances an Employee may request additional time off from the Director of Human Resources or designee. Upon request, Employees will provide COFAM with documentary evidence of attendance at the funeral or memorial service. For purposes of bereavement leave, "immediate" family shall include the following: parent, stepparent, grandparent, family in-law of a domestic partner, spouse or domestic partner, siblings, child, stepchild, adopted child, foster child, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, legal guardian or any permanent member of the Employee's household. Employees may request an unpaid leave of absence of up to ninety (90) days when necessary to resolve legal and personal issues resulting from a death. This leave shall not be unreasonably denied.

Section 2. Military Service

Employees who are in the military reserve shall be granted such time as necessary to fulfill their training commitment and shall receive the difference between their normal base rate of pay and the amount of military pay and allowances received, for up to one (1) month.

Section 3. *Special Leave*

a. Any Employee who is an active candidate for any political office shall, upon one (1) month's prior written application, be granted a leave of absence, without pay but without loss of seniority, for a period of up to ninety (90) days for the purpose of actively participating in their campaign.

b. Employees will be granted time away from work without pay as required by law to appear, pursuant to a subpoena or other court order, as a witness in a judicial proceeding other than on behalf of COFAM, to appear at school as a parent or guardian when requested by the school for purposes of a pupil suspension, or to perform emergency duty as a volunteer firefighter. Employees are required to provide reasonable advance notice of any need for such time away from work, and are expected to return to work if at least two hours of their normal workday remains.

c. Employees shall be granted paid release time of two (2) hours per child per semester/quarter, up to a maximum of four (4) hours per child per year, to attend parent-teacher conferences. In addition, an Employee who is a parent, guardian, grandparent having custody, or the partner of a parent, guardian, or grandparent having custody, of one or more children in kindergarten or grades 1 to 12, or attending a licensed day care facility, will be granted time away from work without pay of up to forty (40) hours each fiscal year, but not to exceed eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school or licensed day care facility of any child of the Employee, provided the Employee, prior to taking the time off, gives reasonable notice of the planned absence. The Employee may use accrued vacation time or compensatory time off during the planned absence.

Section 4. *Leaves for Union Business*

Up to two (2) Employees in the unit in any calendar year shall upon prior written application to COFAM at least one (1) week in advance of the proposed leave, be entitled to a leave of absence without pay for a period of up to ten (10) days apiece each calendar year to attend functions of the Union.

Section 5. *Extended Medical Leave*

Upon completion of the introductory probationary period, an Employee who has exhausted their paid sick leave due to illness, injury or disability, including mental illness, may with the approval of COFAM upon written application of the Employee be granted a leave of absence without pay for a period of up to six (6) months from the date of occurrence without loss of seniority. In administering this provision, COFAM shall not unreasonably withhold its approval of an application for extended medical leave. Prior to the end of an approved extended medical leave, the Employee may apply in writing to have such leave extended for up to an additional six (6) months, and COFAM may, in its discretion, approve such extension. Should such request for extension be denied, COFAM shall provide a written reason for such rejection. To be considered for extended medical leave, an Employee must indicate in writing an intention to return to their former position, or a comparable position, upon termination of the leave. At the request of COFAM, the applying Employee shall also submit a doctor's certificate stating the estimated time of recovery and return to work, which shall be updated periodically, at the request of COFAM. Prior to returning to work, the Employee must obtain a doctor's certificate. The doctor's certificate must be from a medical provider, legible and sufficiently

understandable for purposes of the Employee's return to work. COFAM may request clarification of the doctor's certificate.

Section 6. *Personal Leave Without Pay*

Employees having completed one (1) year of continuous employment shall, upon making written application at least one (1) month in advance (excluding emergencies) indicating their commitment to return to work at the end of the proposed leave, and upon obtaining the approval of COFAM, be granted a personal leave without pay for a period of up to six (6) months without loss of seniority. In administering this provision, COFAM shall not unreasonably withhold its approval of timely applications for personal leave without pay. COFAM may, in its discretion, grant an application for personal leave submitted after completion of the introductory probationary period. Prior to the end of an approved personal leave, the Employee may apply in writing to have such leave extended for up to an additional six (6) months, and COFAM may, in its discretion, approve such extension. Should such request for extension be denied, COFAM shall provide a written reason for such rejection.

Section 7. *Pregnancy/Child Leave*

If an Employee is medically unable to work due to pregnancy, childbirth or a related medical condition, the Employee shall be granted sick leave (or extended medical leave) for such period of disability. During a pregnancy-related disability leave, COFAM agrees to maintain or make available insurance coverage in accordance with applicable pregnancy-related disability law.

Section 8. *Family and Medical Leave Policy*

Employees who have at least twelve (12) months of service with COFAM and who have been employed for at least one thousand two-hundred fifty (1250) hours within the twelve (12) month period immediately prior to commencing the leave, may, as permitted by the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), take up to twelve (12) weeks of family and medical leave within a twelve (12) month period, which COFAM calculates on a calendar year basis. Family and Medical Leave may be taken because of the birth or adoption or foster care of a child or the serious illness of a child, parent, spouse or others who are permanent members of the Employee's household. Family and Medical Leave is unpaid, except to the extent such leave qualifies for payments under California's Family Temporary Disability Insurance (FTDI) program, as described in Section 10, below, and the Employee applies for such FTDI program benefits, unless the Employee elects to use accrued and unused vacation or sick leave for family care purposes or to supplement FTDI payments in order to receive full regular pay while receiving such payments as part of that leave. COFAM may require the Employee to use accrued sick leave for the Employee's own serious illness. COFAM will continue to make its health insurance contribution as of the time the leave commences on behalf of the Employee and to make the other insured benefits available to the Employee at their expense during the period of Family and Medical Leave. Where possible, the Employee shall give reasonable advance notice to their supervisor of the need for the leave (at least thirty (30) days in advance, if known) and schedule the leave to avoid disruption of COFAM's operations. COFAM may require a health care professional's certification of the need for and duration of the leave. Family and Medical Leave under this section is separate and distinct from the pregnancy-related disability leave provided for in Article 23, Section 7. COFAM will follow the current FMLA/CFRA law requirements. At least thirty (30) days prior to requesting

a FMLA/CFRA leave, an Employee may request COFAM to recognize one (1) person, permanently residing in the Employee's household, as a family member.

Section 9. *Return to Duty*

Upon return from any leave of absence of six (6) months or less, the Employee shall be reinstated to their former position, if it exists, or, if not, to a position as nearly comparable to his/her former position as is reasonable under the circumstances. Upon return from any leave of absence of more than six (6) months, the Employee shall be returned to their former position or the most comparable position available in the sole discretion of COFAM. Provided the Employee meets the qualifications listed on the job description, training will be provided. Failure to return to work at the end of an approved leave of absence, without prior written approval from COFAM, may be grounds for termination.

Section 10. *Family Temporary Disability Insurance Program*

Under the prevailing provisions of California's Family Temporary Disability Insurance (FTDI) program, as enacted under California Senate Bill No. 1661, allowing for the deduction of amounts from Employee pay become effective, COFAM may deduct from each Employee's normal pay and pay over to the California Employment Development Department (EDD), the amount established by the EDD, or other applicable California agency, to be deducted to fund the FTDI program. Such amounts may be deducted and paid over in accordance with the rules and regulations established by the Director of the EDD from time to time. An Employee's accrued vacation and sick leave entitlement will be coordinated with FTDI benefits to allow the Employee to receive up to their full regular pay while receiving FTDI benefits. In no case shall an Employee receive a greater amount than his/her applicable wage rate while receiving FTDI benefits.

Section 11. *Jury Duty*

An Employee who is summoned as a witness on behalf of COFAM or as a juror for a judicial proceeding, shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service. If a Regular Full-Time Employee whose Museum work schedule includes Saturdays and Sundays would, by the combination of their work for COFAM and service as a juror, be required to go three (3) full weeks or more without a day off, their Museum work schedule shall be changed temporarily as necessary so that in combination with their jury service their will have two (2) days off per week for the duration of that jury service. An Employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation or compensatory time off is requested and granted. The Employee on such paid or unpaid leave shall return to work immediately each day they are dismissed by the court during regularly scheduled working hours.

ARTICLE 24. PERSONNEL FILES

Section 1. *File Requests*

Upon submission of a written request to the Director of Human Resources or designee, Employees shall, at reasonable times, be entitled to see their personnel files. This Article does not apply to records relating to the investigation of a possible criminal offense or to letters of reference. An Employee may obtain a copy of any document in their personnel file by making a

request, in writing, to the Director of Human Resources. An Employee may prepare a written comment related to a document contained in their personnel file. The Employee will deliver a copy of the comment to the Director of Human Resources or designee and the comment will be placed in the file along with the document(s) to which it relates.

Section 2. *Requests for References*

Requests for employment information concerning separated Employees should be referred to the Human Resources Department. Unless the former Employee provides COFAM with a written authorization to release additional information, the Human Resources Department will only release the Employee's dates of employment, positions held and final salary.

ARTICLE 25. HEALTH & SAFETY

Along with such responsibility as the City and County of San Francisco has to provide safe, healthy and well maintained work environments for COFAM Employees and patrons, there shall be a Health and Safety Committee composed of four (4) representatives appointed by COFAM and four (4) appointed by the Union. Such Committee shall meet at least on a quarterly basis to discuss health and safety matters and to make recommendations to COFAM, which shall be considered by COFAM in its discretion. Where a recommendation made to COFAM is not accepted, an explanation will be made to the Health and Safety Committee in a timely manner.

ARTICLE 26. LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a labor management committee will be established and will be composed of up to three (3) permanent management representatives of the employer and two (2) permanent bargaining unit employees representatives from the bargaining unit and the Union Field Representative. Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to one (1) additional representative. Employee representatives will be selected by the Union. Meetings will be held quarterly unless canceled by mutual agreement. The committee will meet during normal business hours at a mutually agreed upon time and place to discuss topics of mutual interest and concern, including but not limited to: job classifications, team building, health and safety, procedure, pending programmatic and structural proposals.

ARTICLE 27. DIVERSITY COMMITTEE

The Union may select up to three (3) bargaining unit employees to participate in COFAM's Diversity, Equity and Inclusion Committee. If Committee meetings are conducted during an employee's scheduled work hours, the employee will not lose pay. The Committee will determine how often it meets and the content of its agendas.

ARTICLE 28. OUTSIDE EMPLOYMENT

Employees may engage in outside employment provided that it is disclosed to COFAM, approved in advance, undertaken during off-duty hours and in accordance with the following guidelines:

1. Outside employment shall not adversely affect or interfere with the performance of an Employee's official duties of COFAM, exploit the name and reputation of COFAM or reflect discredit on COFAM.

2. In making a determination as to whether outside employment poses a conflict of interest, Employees are expected to exercise reasonable judgment. Outside employment should not be accepted, unless authorized, if it creates a conflict of interest, or the appearance of a conflict of interest. All employment that may create a conflict of interest, or the appearance of a conflict of interest must be disclosed by the Employee annually on the conflict of interest form.

3. The use of COFAM equipment and facilities by Employees for outside employment is not permitted unless the employee receives authorization from the Employee's supervisor.

4. The use of COFAM materials (office supplies, office services, telephone, e-mail address postage, etc.) for outside employment or personal use is not permitted.

5. Upon hire, each Employee shall complete the conflict of interest form provided by COFAM. The form, among other things, requires Employees to disclose any and all outside employment that may create a conflict of interest

ARTICLE 29. COMMUNICATIONS

Any official communications under this CBA shall be sent:

To the Union at:

Service Employees International Union Local 1021

Rhode Island Street, Suite 100 South
San Francisco, CA 94103-5134
Attention: Union Field Representative of COFAM

To COFAM at:

Corporation of The Fine Arts Museums

de Young Museum
Hagiwara Tea Garden Drive
San Francisco, CA 94118
Attention: Christine Moss, Chief Human Resources Officer

OR such other addresses as the parties shall from time to time by notice direct.

ARTICLE 30. SEPARABILITY OF PROVISIONS

Any provisions of this CBA which may be in conflict with any applicable law, regulation or executive order shall be suspended and inoperative to the extent, and for the duration, of such conflict, but that shall have no effect on the remainder of the CBA which shall remain in full force and effect in accordance with its terms.

ARTICLE 31. AMENDMENT

The parties acknowledge that during the negotiations which preceded this CBA each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this CBA. This CBA represents the entire agreement and understanding between COFAM and the Union. COFAM and the Union may by mutual agreement, amend or modify any provision of this CBA and its appendices and exhibits. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party, and any verbal amendment or modification shall be of no force or effect. If new circumstances arise which may or does affect the terms and conditions of the Employee's employment, upon request, the parties will meet and bargain over any proposed changes.





ARTICLE 32. NO STRIKE, NO LOCKOUT

Neither the Union nor any Employee shall engage in or participate, directly or indirectly, in any strike, sympathy strike, slowdown, picketing, sick-in, stoppage, boycott or other interference with, or interruption of, work or COFAM's operations during the term of this CBA, and COFAM will not lock out any Employee during the term of this CBA. Employees who violate the terms of this Article shall be subject to disciplinary action, including discharge, and shall not be entitled to have recourse to grievance or arbitration except for the sole purpose of determining whether they did in fact violate the terms of this Article. The Union shall within reason attempt to stop any violation by any Employee of the terms of this Article.

ARTICLE 33. TERM

This CBA shall be in effect from April 1, 2022 to and including March 31, 2025, and from year to year thereafter unless at least sixty (60) days prior to March 31, 2025 or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notification to the other of its desire to terminate or to make changes in this CBA. The party giving such notice must deliver to the other party at least forty-five (45) days prior to March 31, 2025, or to any subsequent anniversary date thereafter, a written document setting forth the changes desired.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized representatives.

For the Corporation of the Fine Arts Museums	For the COFAM Chapter of SEIU Local 1021
<p>DocuSigned by:  C8A0ECADD94844A... Christine Moss Chief Human Resources Officer Date 7/1/2022</p> <p>DocuSigned by:  35C501B0D64D4B5... April Deerr Human Resources Administrator Date 6/29/2022</p>	<p>DocuSigned by:  E3EF91C0071047E... XiuMin Li SEIU 1021 Field Supervisor Date 6/28/2022</p> <p>DocuSigned by:  B03447A9D61D453... Matthew Torres SEIU 1021 Field Representative Date 6/24/2022</p>

	DocuSigned by: <i>Bobbi Marshall</i>	6/28/2022
	8DC74C4C970F4B0... Bobbi Marshall Chief Shop Steward/Bargaining Team Member	Date
	98B376046593425... <i>Francisco Rosas</i>	6/28/2022
	Francisco Rosas Bargaining Team Member	Date
	46F49036E2FF4A9... <i>Mark Jackson</i>	6/28/2022
	Mark Jackson Bargaining Team Member	Date
	A70997078E74F6... <i>Cynthia Inaba</i>	6/27/2022
	Cynthia Inaba Bargaining Team Member	Date
	46F49036E2FF4A9... <i>Paul Palacios</i>	6/29/2022
	Paul Palacios Bargaining Team Member	Date
	E47C0CC3600A424... <i>Jason Klumb</i>	7/5/2022
	Jason Klumb Regional Director	Date
	35487423365A4D2... <i>David Canham</i>	6/28/2022
	David Canham Executive Director	Date

April 1, 2022 COFAM/SEIU Local 1021 Wage Scale

Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant to the Director, Art Division	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Admin Asst to Public Programs	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Administrative Coordinator for Development	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Administrative Coordinator to the Director of Curatorial Affairs	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Administrative Coordinator, Exhibitions	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Administrative Coordinator, Marketing and Communications	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Archives Assistant	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Assistant Events Manager	29.7542	31.2420	32.8041	34.4444	36.1667	37.9751	39.8739
Assistant Data Services Manager	29.7542	31.2420	32.8041	34.4444	36.1667	37.9751	39.8739
Assistant Manager of Education & Public Programs	29.7542	31.2420	32.8041	34.4444	36.1667	37.9751	39.8739
Assistant Registrar	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Associate Editor	30.2202	31.7313	33.3179	34.9838	36.7330	38.5697	40.4982
Associate Exhibition Designer	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Associate Registrar	30.3257	31.8420	33.4341	35.1059	36.8612	38.7043	40.6396

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Audio Visual Technician Specialist	25.5910	26.8706	28.2142	29.6250	31.1063	32.6617	34.2948
Audio Visual Technology Coordinator	31.9555	33.5533	35.2310	36.9926	38.8423	40.7845	42.8238
Collections Care Assistant	23.5850	24.7643	26.0026	27.3028	28.6680	30.1014	31.6065
Collections Care Specialist	31.8468	33.4392	35.1112	36.8668	38.7102	40.6458	42.6781
Collections Database Administrator	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Collections Information Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Collections Information Specialist	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Communications Associate	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Communications Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Content Marketing Assistant	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Content Marketing Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Costume Mounting Assistant	23.5850	24.7643	26.0026	27.3028	28.6680	30.1014	31.6065
Conservation Technician, Costume Mounting	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Creative and Content Assistant Manager	29.7542	31.2420	32.8041	34.4444	36.1667	37.9751	39.8739
Data Services Assistant	20.6610	21.6941	22.7789	23.9179	25.1138	26.3695	27.6880
Data Services Associate	23.6973	24.8822	26.1264	27.4328	28.8045	30.2448	31.7571

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Data Services Manager, Development & Strategic Projects	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Data Services Manager, Marketing and Education	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Data Services Manager, Membership	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Development Associate	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Development Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Digital Asset and Rights Manager	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Digital Engagement Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Digital Marketing Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Digital Project Coordinator	25.1596	26.4176	27.7385	29.1255	30.5818	32.1109	33.7165
Digital Project Manager	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Docent Council Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Donor Relations Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Editorial Assistant	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Education & Public Programs Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Education Project Manager	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863

April 1, 2022 COFAM/SEIU Local 1021 Wage Scale

Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Events Manager	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Event Rentals Manager	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Exhibitions Assistant	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Exhibitions Coordinator	29.5009	30.9760	32.5248	34.1511	35.8587	37.6517	39.5343
Exhibition Designer	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Exhibition Graphic Designer	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Exhibition Graphics Preparator	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Facilities Administrative Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Facility Rentals Associate	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Grants Manager	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Graphic Designer	26.0914	27.3960	28.7658	30.2041	31.7144	33.3002	34.9653
Group & Tourism Sales Associate	22.9745	24.1233	25.3295	26.5960	27.9258	29.3221	30.7883
Head Museum Photographer	32.1962	33.8061	35.4965	37.2714	39.1350	41.0918	43.1464
Health and Safety Officer	31.4252	32.9965	34.6464	36.3788	38.1978	40.1077	42.1131
Helpdesk Technician	31.0716	32.6252	34.2565	35.9694	37.7679	39.6563	41.6392
Image Production Technician	26.8784	28.2224	29.6336	31.1153	32.6711	34.3047	36.0200

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Internal Communication and Content Project Manager	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Lead Graphic Designer	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Lead Visitor Experience Associate	24.5651	25.7934	27.0831	28.4373	29.8592	31.3522	32.9199
Lead Sales Associate	24.5651	25.7934	27.0831	28.4373	29.8592	31.3522	32.9199
Marketing & Communications Administrative Assistant	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Marketing Assistant	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Marketing Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Membership Marketing Associate	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Member Services Associate	23.6973	24.8822	26.1264	27.4328	28.8045	30.2448	31.7571
Museum Courier	24.1633	25.3715	26.6401	27.9722	29.3709	30.8395	32.3815
Museum Educator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Museum Mountmaker	29.5009	30.9760	32.5248	34.1511	35.8587	37.6517	39.5343
Museum Registrar	34.5570	36.2849	38.0992	40.0042	42.0045	44.1048	46.3101
Museum Technician	27.5727	28.9514	30.3990	31.9190	33.5150	35.1908	36.9504
Principal Accounts Clerk	30.9592	32.5072	34.1326	35.8393	37.6313	39.5129	41.4886

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Principal Museum Technician	34.5570	36.2849	38.0992	40.0042	42.0045	44.1048	46.3101
Project Manager, Art Division	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Public Relations Assistant	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Publications Assistant	22.1069	23.2123	24.3730	25.5917	26.8713	28.2149	29.6257
Publications Associate	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Public Programs Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Public Programs Project Manager	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Publicist	32.8230	34.4642	36.1875	37.9969	39.8968	41.8917	43.9863
Receiving & Fulfillment Clerk – Museum Stores	24.1633	25.3715	26.6401	27.9722	29.3709	30.8395	32.3815
Receptionist	21.9461	23.0435	24.1957	25.4055	26.6758	28.0096	29.4101
Retail & E-Commerce Assistant	24.3241	25.5404	26.8175	28.1584	29.5664	31.0448	32.5971
Retail & E-Commerce Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Sales Associate	22.9745	24.1233	25.3295	26.5960	27.9258	29.3221	30.7883
School & Family Programs Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
School Group Scheduler	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School, Family and Youth Program Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Senior Accountant	34.5579	36.2858	38.1001	40.0052	42.0055	44.1058	46.3111
Senior Accounts Clerk	27.4086	28.7791	30.2181	31.7291	33.3156	34.9814	36.7305
Senior Exhibition Coordinator	31.8106	33.4012	35.0713	36.8249	38.6662	40.5996	42.6296
Senior Grants Manager	38.1002	40.0053	42.0056	44.1059	46.3112	48.6268	51.0582
Senior Museum Mountmaker	31.8468	33.4392	35.1112	36.8668	38.7102	40.6458	42.6781
Senior Museum Registrar	40.6521	42.6848	44.8191	47.0601	49.4132	51.8839	54.4781
Senior Museum Technician	31.8468	33.4392	35.1112	36.8668	38.7102	40.6458	42.6781
Special Events Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543
Stock Clerk	22.9745	24.1233	25.3295	26.5960	27.9258	29.3221	30.7883
Technical Production Specialist	34.5570	36.2849	38.0992	40.0042	42.0045	44.1048	46.3101
Ticketing Operations Coordinator	26.3163	27.6322	29.0139	30.4646	31.9879	33.5873	35.2667
Visitor Experience Associate	22.9745	24.1233	25.3295	26.5960	27.9258	29.3221	30.7883
Visual Merchandiser	24.5651	25.7934	27.0831	28.4373	29.8592	31.3522	32.9199
Volunteer Coordinator	28.9188	30.3648	31.8831	33.4773	35.1512	36.9088	38.7543

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Web Content Coordinator	25.1596	26.4176	27.7385	29.1255	30.5818	32.1109	33.7165
Woodshop Operations Specialist	31.8468	33.4392	35.1112	36.8668	38.7102	40.6458	42.6781

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant to the Director, Art Division	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Admin Asst to Public Programs	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Administrative Coordinator for Development	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Administrative Coordinator to the Director of Curatorial Affairs	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Administrative Coordinator, Exhibitions	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Administrative Coordinator, Marketing and Communications	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Archives Assistant	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Assistant Events Manager	30.7956	32.3354	33.9522	33.9522	37.4324	39.3041	41.2694
Assistant Data Services Manager	30.7956	32.3354	33.9522	33.9522	37.4324	39.3041	41.2694
Assistant Manager of Education & Public Programs	30.7956	32.3354	33.9522	33.9522	37.4324	39.3041	41.2694
Assistant Registrar	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Associate Editor	31.2780	32.8419	34.4840	34.4840	38.0187	39.9197	41.9157
Associate Exhibition Designer	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Associate Registrar	31.3871	32.9565	34.6044	34.6044	38.1515	40.0591	42.0621

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Audio Visual Technician Specialist	26.4867	27.8111	29.2017	29.2017	32.1949	33.8047	35.4950
Audio Visual Technology Coordinator	33.0740	34.7277	36.4641	36.4641	40.2018	42.2119	44.3225
Collections Care Assistant	24.4105	25.6311	26.9127	26.9127	29.6714	31.1550	32.7128
Collections Care Specialist	32.9615	34.6096	36.3401	36.3401	40.0651	42.0684	44.1719
Collections Database Administrator	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Collections Information Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Collections Information Specialist	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Communications Associate	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Communications Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Content Marketing Assistant	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Content Marketing Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Costume Mounting Assistant	24.4105	25.6311	26.9127	26.9127	29.6714	31.1550	32.7128
Conservation Technician, Costume Mounting	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Creative and Content Assistant Manager	30.7956	32.3354	33.9522	33.9522	37.4324	39.3041	41.2694
Data Services Assistant	21.3842	22.4535	23.5762	23.5762	25.9929	27.2926	28.6573
Data Services Associate	24.5268	25.7532	27.0409	27.0409	29.8127	31.3034	32.8686

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Data Services Manager, Development & Strategic Projects	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Data Services Manager, Marketing and Education	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Data Services Manager, Membership	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Development Associate	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Development Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Digital Asset and Rights Manager	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Digital Engagement Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Digital Marketing Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Digital Project Coordinator	26.0402	27.3423	28.7095	28.7095	31.6523	33.2350	34.8968
Digital Project Manager	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Docent Council Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Donor Relations Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Editorial Assistant	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Education & Public Programs Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Education Project Manager	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Events Manager	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Event Rentals Manager	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Exhibitions Assistant	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Exhibitions Coordinator	30.5335	32.0602	33.6633	33.6633	37.1139	38.9696	40.9181
Exhibition Designer	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Exhibition Graphic Designer	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Exhibition Graphics Preparator	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Facilities Administrative Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Facility Rentals Associate	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Grants Manager	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Graphic Designer	27.0046	28.3549	29.7727	29.7727	32.8245	34.4658	36.1891
Group & Tourism Sales Associate	23.7787	24.9677	26.2161	26.2161	28.9034	30.3486	31.8661
Head Museum Photographer	33.3231	34.9893	36.7388	36.7388	40.5046	42.5299	44.6564
Health and Safety Officer	32.5251	34.1514	35.8590	35.8590	39.5346	41.5114	43.5870
Helpdesk Technician	32.1592	33.7672	35.4556	35.4556	39.0899	41.0444	43.0967
Image Production Technician	27.8192	29.2102	30.6708	30.6708	33.8147	35.5055	37.2808

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Internal Communication and Content Project Manager	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Lead Graphic Designer	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Lead Visitor Experience Associate	25.4249	26.6962	28.0311	28.0311	30.9044	32.4497	34.0722
Lead Sales Associate	25.4249	26.6962	28.0311	28.0311	30.9044	32.4497	34.0722
Marketing & Communications Administrative Assistant	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Marketing Assistant	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Marketing Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Membership Marketing Associate	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Member Services Associate	24.5268	25.7532	27.0409	27.0409	29.8127	31.3034	32.8686
Museum Courier	25.0091	26.2596	27.5726	27.5726	30.3989	31.9189	33.5149
Museum Educator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Museum Mountmaker	30.5335	32.0602	33.6633	33.6633	37.1139	38.9696	40.9181
Museum Registrar	35.7665	37.5549	39.4327	39.4327	43.4747	45.6485	47.9310
Museum Technician	28.5378	29.9647	31.4630	31.4630	34.6881	36.4226	38.2438
Principal Accounts Clerk	32.0428	33.6450	35.3273	35.3273	38.9484	40.8959	42.9407

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Principal Museum Technician	35.7665	37.5549	39.4327	39.4327	43.4747	45.6485	47.9310
Project Manager, Art Division	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Public Relations Assistant	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Publications Assistant	22.8807	24.0248	25.2261	25.2261	27.8119	29.2025	30.6627
Publications Associate	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Public Programs Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Public Programs Project Manager	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Publicist	33.9719	35.6705	37.4541	37.4541	41.2933	43.3580	45.5259
Receiving & Fulfillment Clerk – Museum Stores	25.0091	26.2596	27.5726	27.5726	30.3989	31.9189	33.5149
Receptionist	22.7143	23.8501	25.0427	25.0427	27.6097	28.9902	30.4398
Retail & E-Commerce Assistant	25.1755	26.4343	27.7561	27.7561	30.6012	32.1313	33.7379
Retail & E-Commerce Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Sales Associate	23.7787	24.9677	26.2161	26.2161	28.9034	30.3486	31.8661
School & Family Programs Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
School Group Scheduler	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School, Family and Youth Program Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Senior Accountant	35.7675	37.5559	39.4337	39.4337	43.4757	45.6495	47.9320
Senior Accounts Clerk	28.3680	29.7864	31.2758	31.2758	34.4816	36.2057	38.0160
Senior Exhibition Coordinator	32.9240	34.5702	36.2988	36.2988	40.0195	42.0205	44.1216
Senior Grants Manager	39.4338	41.4055	43.4758	43.4758	47.9321	50.3288	52.8453
Senior Museum Mountmaker	32.9615	34.6096	36.3401	36.3401	40.0651	42.0684	44.1719
Senior Museum Registrar	42.0750	44.1788	46.3878	46.3878	51.1426	53.6998	56.3848
Senior Museum Technician	32.9615	34.6096	36.3401	36.3401	40.0651	42.0684	44.1719
Special Events Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107
Stock Clerk	23.7787	24.9677	26.2161	26.2161	28.9034	30.3486	31.8661
Technical Production Specialist	35.7665	37.5549	39.4327	39.4327	43.4747	45.6485	47.9310
Ticketing Operations Coordinator	27.2374	28.5993	30.0293	30.0293	33.1074	34.7628	36.5010
Visitor Experience Associate	23.7787	24.9677	26.2161	26.2161	28.9034	30.3486	31.8661
Visual Merchandiser	25.4249	26.6962	28.0311	28.0311	30.9044	32.4497	34.0722
Volunteer Coordinator	29.9310	31.4276	32.9990	32.9990	36.3815	38.2006	40.1107

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Web Content Coordinator	26.0402	27.3423	28.7095	28.7095	31.6523	33.2350	34.8968
Woodshop Operations Specialist	32.9615	34.6096	36.3401	36.3401	40.0651	42.0684	44.1719

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant to the Director, Art Division	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Admin Asst to Public Programs	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Administrative Coordinator for Development	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Administrative Coordinator to the Director of Curatorial Affairs	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Administrative Coordinator, Exhibitions	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Administrative Coordinator, Marketing and Communications	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Archives Assistant	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Assistant Events Manager	31.8735	33.4672	35.1406	36.8977	38.7426	40.6798	42.7138
Assistant Data Services Manager	31.8735	33.4672	35.1406	36.8977	38.7426	40.6798	42.7138
Assistant Manager of Education & Public Programs	31.8735	33.4672	35.1406	36.8977	38.7426	40.6798	42.7138
Assistant Registrar	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Associate Editor	32.3728	33.9915	35.6911	37.4757	39.3495	41.3170	43.3829
Associate Exhibition Designer	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Associate Registrar	32.4857	34.1100	35.8155	37.6063	39.4867	41.4611	43.5342

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Audio Visual Technician Specialist	27.4138	28.7845	30.2238	31.7350	33.3218	34.9879	36.7373
Audio Visual Technology Coordinator	34.2316	35.9432	37.7404	39.6275	41.6089	43.6894	45.8739
Collections Care Assistant	25.2649	26.5282	27.8547	29.2475	30.7099	32.2454	33.8577
Collections Care Specialist	34.1152	35.8210	37.6121	39.4928	41.4675	43.5409	45.7180
Collections Database Administrator	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Collections Information Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Collections Information Specialist	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Communications Associate	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Communications Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Content Marketing Assistant	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Content Marketing Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Costume Mounting Assistant	25.2649	26.5282	27.8547	29.2475	30.7099	32.2454	33.8577
Conservation Technician, Costume Mounting	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Creative and Content Assistant Manager	31.8735	33.4672	35.1406	36.8977	38.7426	40.6798	42.7138
Data Services Assistant	22.1327	23.2394	24.4014	25.6215	26.9026	28.2478	29.6602
Data Services Associate	25.3853	26.6546	27.9874	29.3868	30.8562	32.3991	34.0191

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Data Services Manager, Development & Strategic Projects	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Data Services Manager, Marketing and Education	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Data Services Manager, Membership	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Development Associate	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Development Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Digital Asset and Rights Manager	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Digital Engagement Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Digital Marketing Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Digital Project Coordinator	26.9517	28.2993	29.7143	31.2001	32.7602	34.3983	36.1183
Digital Project Manager	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Docent Council Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Donor Relations Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Editorial Assistant	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Education & Public Programs Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Education Project Manager	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Events Manager	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Event Rentals Manager	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Exhibitions Assistant	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Exhibitions Coordinator	31.6022	33.1824	34.8416	36.5837	38.4129	40.3336	42.3503
Exhibition Designer	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Exhibition Graphic Designer	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Exhibition Graphics Preparator	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Facilities Administrative Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Facility Rentals Associate	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Grants Manager	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Graphic Designer	27.9498	29.3473	30.8147	32.3555	33.9733	35.6720	37.4556
Group & Tourism Sales Associate	24.6110	25.8416	27.1337	28.4904	29.9150	31.4108	32.9814
Head Museum Photographer	34.4895	36.2140	38.0247	39.9260	41.9223	44.0185	46.2195
Health and Safety Officer	33.6635	35.3467	37.1141	38.9699	40.9184	42.9644	45.1127
Helpdesk Technician	33.2848	34.9491	36.6966	38.5315	40.4581	42.4811	44.6052
Image Production Technician	28.7929	30.2326	31.7443	33.3316	34.9982	36.7482	38.5857

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Internal Communication and Content Project Manager	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Lead Graphic Designer	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Lead Visitor Experience Associate	26.3148	27.6306	29.0122	30.4629	31.9861	33.5855	35.2648
Lead Sales Associate	26.3148	27.6306	29.0122	30.4629	31.9861	33.5855	35.2648
Marketing & Communications Administrative Assistant	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Marketing Assistant	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Marketing Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Membership Marketing Associate	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Member Services Associate	25.3853	26.6546	27.9874	29.3868	30.8562	32.3991	34.0191
Museum Courier	25.8845	27.1788	28.5378	29.9647	31.4630	33.0362	34.6881
Museum Educator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Museum Mountmaker	31.6022	33.1824	34.8416	36.5837	38.4129	40.3336	42.3503
Museum Registrar	37.0184	38.8694	40.8129	42.8536	44.9963	47.2462	49.6086
Museum Technician	29.5367	31.0136	32.5643	34.1926	35.9023	37.6975	39.5824
Principal Accounts Clerk	33.1643	34.8226	36.5638	38.3920	40.3116	42.3272	44.4436

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Principal Museum Technician	37.0184	38.8694	40.8129	42.8536	44.9963	47.2462	49.6086
Project Manager, Art Division	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Public Relations Assistant	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Publications Assistant	23.6816	24.8657	26.1090	27.4145	28.7853	30.2246	31.7359
Publications Associate	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Public Programs Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Public Programs Project Manager	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Publicist	35.1610	36.9191	38.7651	40.7034	42.7386	44.8756	47.1194
Receiving & Fulfillment Clerk – Museum Stores	25.8845	27.1788	28.5378	29.9647	31.4630	33.0362	34.6881
Receptionist	23.5094	24.6849	25.9192	27.2152	28.5760	30.0048	31.5051
Retail & E-Commerce Assistant	26.0567	27.3596	28.7276	30.1640	31.6722	33.2559	34.9187
Retail & E-Commerce Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Sales Associate	24.6110	25.8416	27.1337	28.4904	29.9150	31.4108	32.9814
School & Family Programs Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
School Group Scheduler	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School, Family and Youth Program Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Senior Accountant	37.0194	38.8704	40.8140	42.8547	44.9975	47.2474	49.6098
Senior Accounts Clerk	29.3609	30.8290	32.3705	33.9891	35.6886	37.4731	39.3468
Senior Exhibition Coordinator	34.0764	35.7803	37.5694	39.4479	41.4203	43.4914	45.6660
Senior Grants Manager	40.8140	42.8547	44.9975	47.2474	49.6098	52.0903	54.6949
Senior Museum Mountmaker	34.1152	35.8210	37.6121	39.4928	41.4675	43.5409	45.7180
Senior Museum Registrar	43.5477	45.7251	48.0114	50.4120	52.9326	55.5793	58.3583
Senior Museum Technician	34.1152	35.8210	37.6121	39.4928	41.4675	43.5409	45.7180
Special Events Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145
Stock Clerk	24.6110	25.8416	27.1337	28.4904	29.9150	31.4108	32.9814
Technical Production Specialist	37.0184	38.8694	40.8129	42.8536	44.9963	47.2462	49.6086
Ticketing Operations Coordinator	28.1908	29.6004	31.0805	32.6346	34.2664	35.9798	37.7788
Visitor Experience Associate	24.6110	25.8416	27.1337	28.4904	29.9150	31.4108	32.9814
Visual Merchandiser	26.3148	27.6306	29.0122	30.4629	31.9861	33.5855	35.2648
Volunteer Coordinator	30.9786	32.5276	34.1540	35.8617	37.6548	39.5376	41.5145

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Museum Job Title	Hourly Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Web Content Coordinator	26.9517	28.2993	29.7143	31.2001	32.7602	34.3983	36.1183
Woodshop Operations Specialist	34.1152	35.8210	37.6121	39.4928	41.4675	43.5409	45.7180