COLLECTIVE BARGAINING AGREEMENT

Between

SIMON WIESENTHAL CENTER
leadership with a global reach

MUSEUM OF TOLERANCE

Simon Wiesenthal Center, Inc.,
a California Nonprofit Public Benefit Corporation,
d.b.a. Museum of Tolerance

And

AFSCME Local 800
The Jewish Communal and Social Agency Employees
American Federation of State, County and
Municipal Employees, AFL-CIO

March 25, 2018 through June 30, 2022
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ARTICLE I – PREAMBLE

This Collective Bargaining Agreement ("Agreement"), effective March 25, 2018, is between Simon Wiesenthal Center, Inc., doing business as Museum of Tolerance (hereinafter referred to as "Employer"), and American Federation of State, County, and Municipal Employees, Local 800, AFL-CIO (hereinafter referred to as "Union").

This Agreement shall not be amended, changed, altered, or qualified except in writing executed by the Parties.

ARTICLE II – RECOGNITION

Employer recognizes Union as the exclusive collective bargaining agent for its employees in the collective bargaining unit certified by the National Labor Relations Board on June 8, 2017 in Case No. 31-RC-198089 which states:

INCLUDED: All employees employed at the Employer’s Los Angeles facility as Tour Guides (Docents), Part-time Floor Coordinators, Youth Education Assistants, Ticket Desk Staff, Bookstore/Gift Galleria Staff, and Maintenance.

EXCLUDED: All other employees of the Simon Wiesenthal Center and Museum of Tolerance, guards, confidential employees, and supervisors as defined by the National Labor Relations Act.

ARTICLE III – UNION SECURITY

As a condition of employment, all employees covered by this Agreement must do one of the following things by no later than the thirty-first (31st) calendar day following the effective date of this Agreement or their first day of employment, whichever is later:

a. Become and remain a member of the Union for the duration of this Agreement;

b. Pay to the Union an agency/service fee in an amount to be determined by the Union in accordance with legal requirements; or

c. Do both of the following:

i. Present to the Union and the Employer a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

ii. Pay a sum equal to the agency/service fee described above to one of the 3 (three) listed non-religious, non-labor, charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code as designated by the employee. The employee may designate the United Way, the Red Cross, the Salvation Army, or United Jewish Appeal.
The Employer shall discharge an employee at the expiration of fourteen (14) calendar days following receipt of written notice from the Union that the employee has failed to comply with the above requirements, unless the employee has corrected the deficiency and the Employer is so notified within the fourteen (14) days.

The Union shall provide a copy of its “Hudson procedure” to every agency fee payer covered by this Agreement. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees covered by this Agreement regardless of membership or non-membership in the Union.

ARTICLE IV – UNION DUES CHECK OFF

The Union will supply the Employer with applicable deduction authorization forms. The Employer will honor duly authorized payroll deductions, including AFSCME PEOPLE deductions, by any employee covered by this Agreement. Employees have the right to modify or revoke the AFSCME PEOPLE payroll deductions at any time.

Any collected authorized payroll deductions shall be transmitted to the appropriate party within 30 days. All transmittal checks shall be accompanied by documentation which denotes the name, full-time or part-time status, type of deduction (i.e., dues, fees or AFSCME PEOPLE), and amount of deduction.

If, after all other involuntary standard payroll deductions and voluntary benefits premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency/service fee, or charity fee; no such deduction shall be made for that pay period.

ARTICLE V – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment based upon any of the following protected characteristics: Union membership or activity, race, color, creed, sex/gender, sexual orientation, gender identity, gender expression, national origin, age, religion, pregnancy/childbirth, ancestry, marital status, protected veteran or military status, physical or mental disability, medical condition, genetic information, citizenship, or any other protected characteristics protected by federal, state, or local law including but not limited to Title VII of the Civil Rights Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act.

ARTICLE VI – MANAGEMENT RIGHTS

Management of the facility, operations and work force covered by this Agreement are vested exclusively in Employer and, except as limited by specific provisions of this Agreement, Employer shall continue to have all sole and exclusive rights customarily reserved to management, including the right to hire, promote, suspend, discipline, transfer, or discharge; the right to relieve employees from duty because of lack of work or other proper reasons; the right to schedule operations, shifts, and all hours of work; the right to assign work and require overtime work; the right to create new job classifications or eliminate existing job classifications; and the right to establish rules pertaining to the operation of the facility and permissible conduct of
employees. Employer shall have the sole right to decide all work processes, methods, operations and products/services. The Employer also retains the right to close all, or a portion of, the facility covered by this Agreement or to sell, relocate, transfer work, or in any other way to dispose of or alter such facility and the work performed therein.

The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights which are reserved to management. It is understood that any of the rights, power, or authority Employer had prior to the signing of this Agreement are retained by Employer, except those specifically limited or modified by this Agreement.

ARTICLE VII – NO STRIKES OR LOCKOUTS

The parties to this Agreement intend to provide a stabilized relationship and to insure uninterrupted operations during the life of this Agreement.

During the term of this Agreement, or any extension thereof, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall encourage, direct, authorize, condone, participate in, threaten or sanction any strike, including any sympathy strike or unfair labor practice strike, stay-in, walk-out, sick-out, work stoppage, work slowdown, or interruptions of work; and shall not engage in picketing, or handbilling, directed against the Employer. Notwithstanding the foregoing, nothing in this Article shall be interpreted to limit the freedom of speech of individual members of the bargaining unit or prohibit an unfair labor practice strike if the National Labor Relations Board has actually ruled that the Employer has committed an unfair labor practice.

During the term of this Agreement, or any extension thereof, the Employer will not conduct any lockout of employees subject to this Agreement.

ARTICLE VIII – NOTICES

All written notices provided for in this Agreement shall be deemed given when mailed by registered/certified mail or e-mail addressed to the following individuals (unless the specific recipient of that notice has been established elsewhere in this Agreement). Each party shall also provide written notice to the other party within five (5) business days of any changes in any of the following information.

For the Union, notice shall be given to:

Charlie Orłowski, President
AFSCME, Local 800
514 Shatto Place
Los Angeles, CA 90020
corlowski@jvs-socal.org

For the Employer, notice shall be given to:

Sue Burden
Chief Financial Officer
ARTICLE IX – UNION RIGHTS

A. Stewards

The Union may select up to three (3) shop stewards for the purposes of representing employees in grievances and investigating facts related thereto, attending investigatory interviews that an employee reasonably believes will result in discipline (upon request by the employee), and to meet with Employer’s designated representative to discuss administration of this Agreement. No more than one Union steward may attend any meetings with the Employer, unless otherwise approved by the employer or the employer’s representative.

Stewards must perform their steward duties on their non-working time (i.e., before or after their shift or during meal or rest breaks) without compensation from Employer, except when a meeting has been called by or scheduled with the Employer during the steward’s work time, then such time, including a maximum of thirty (30) minutes of preparatory time shall be employer paid release time. Stewards shall not interfere with Employer’s operations or the work performed by its employees (whether or not covered by this Agreement). Stewards may only meet with and/or speak about Union business to other employees covered by this Agreement in non-working areas and during the non-working time of both the employees and the stewards, except as part of a meeting called by or scheduled with the employer during working time, or otherwise approved by the Employer in writing.

B. Bulletin Boards

Employer shall provide a bulletin board for use by the Union in the Docent Lounge, provided that all notices posted on this bulletin board must first be approved by Employer’s Manager of Human Resources. Such notices shall not contain political or derogatory information about the Employer and must only relate to factually accurate information about official Union business regarding employees covered by this Agreement. No notices will be posted on any bulletin boards of the Employer except as provided herein.

C. Union Access

One official Union representative will be permitted to visit Employer’s premises for the sole purpose of observing working conditions of employees covered by this Agreement and taking up Union matters; provided, however, that the Union representative must obtain written consent from Employer’s Manager of Human Resources before visiting. The Union representative shall not interfere with the Employer’s operations or the work performed by its employees (whether or not covered by this Agreement). The Union representative may only meet with and/or speak to employees in non-working areas and during the non-working time of the employees (i.e., before or after their shift or during meal or rest breaks), unless approved by the Employer in writing.
D. New Employees

At the time a new employee is hired in a classification covered by this Agreement, the Employer shall forward to the Union written notice via email of the employee’s name, date of hire, job classification, agency and work site. The new employee shall be given a copy of this Union contract and any additional appropriate materials supplied by the Union.

E. New Employee Orientation

Employer will permit a new employee who is covered by this Agreement to meet once during the first 30 days of employment with the employee’s shop steward for up to 15 minutes. This meeting time will be pre-approved by the Employer’s Manager of Human Resources.

F. Employee Lists

Every twelve (12) months, the Employer shall provide the Union with a list of all unit employees showing name, date of hire, job classification, rate of pay, and part-time/full-time status. The information shall be provided electronically in a format compatible with Excel.

ARTICLE X – POSTING OF JOB OPENINGS

Upon initial employment and any subsequent hiring to a new position, each employee shall be provided with the current job description and/or posting of the job to which he/she is assigned.

The Employer will post on Union’s designated bulletin board, and email to all bargaining unit members, notice of any permanent vacancies in any position in the bargaining unit. A copy will be emailed to the Union as well and applications may be accepted once the Union is notified and the position is posted on the Union’s designated bulletin board. All such notices shall be dated and shall include the job title, department, salary range, and whether the position is full- or part-time.

The Employer will notify the eligible employees on layoff of such job opportunities per the Recall procedure provided for in this Agreement, in Article XIV Seniority.

ARTICLE XI – FULL- AND PART-TIME EMPLOYEES

All full-time employees (working a regular schedule of 35 hours or more per week) will be eligible for sick leave, holiday and vacation benefits, and medical, dental, and disability insurance as provided in this Agreement, and any other benefits required by federal, state, or local law.

Part-time employees (working a regular schedule of less than 35 hours per week) will only be eligible for prorated sick leave benefits as provided for in this agreement and any other benefits required by federal, state, or local law.

Part-time employees may be eligible for certain specified pro-rated benefits as provided in this Agreement for any particular fiscal year (defined as July 1 – June 30) if and only if they have met the following criteria: (a) have been employed by the Employer for at least one (1) year; (b)
have performed at least 1,000 hours of paid work for the Employer during the prior fiscal year; and (c) have worked at least forty (40) Fridays and/or Sundays during the prior fiscal year. Part time employees that meet the foregoing criteria will be defined as “benefited part-time employees” for any particular fiscal year in which they have met the foregoing criteria and will only be eligible for the benefits that are specifically mentioned in this Agreement for “benefited part-time employees.” If a benefited part-time employee no longer meets the foregoing criteria in a following fiscal year, he/she will no longer be considered a benefited part-time employee until he/she has once again met the criteria.

The Employer agrees that it will not intentionally reduce the hours of “benefited part-time employees” below 1,000 per fiscal year for the sole purpose of preventing them from accruing benefits.

ARTICLE XII – PROBATION

The first ninety (90) days of employment shall be considered a probationary period for all employees.

At the request of the Employer, the probationary period may be extended an additional thirty (30) days (for a total of one hundred twenty [120] calendar days) only by express agreement of the employee, the Union, and the Employer. If no agreement on an extension is reached, then the Employer has the right to immediately terminate the employee. Before extending probation, the Employer will notify the employee in writing, at least five (5) days before the probation period would have ended, with a copy to the Union, of the area(s) where improved performance is needed.

Employees shall not acquire seniority rights during the probationary period, but if they remain employed after the probationary period ends, their seniority shall commence from their date of hire.

When an employee is on medical leave and his/her probation end-date occurs during that time, the length of probation may be extended for up to the length of the leave.

An employee may be dismissed by the Employer at any time within the probationary period, usual or extended, without showing cause, and such employee shall not have access to the grievance and arbitration procedure. However, when a probationary employee has cause to believe that an employee-employer investigatory meeting may result in a termination action, said employee may request to be accompanied by a Union representative.

ARTICLE XIII – PERSONNEL FILES

A. There is only one official personnel file, which shall be in the custody of the Human Resources department. Any employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all recommendation letters, reference checks, and material obtained from other employers and agencies at the time the employee was hired.
B. An employee shall be advised of, and entitled to read, any written statement regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. Upon request, the employee will be given a copy of any such statement, and shall have the right to have his/her written response, if any, placed in the file and attached to the document to which it refers.

C. The employee shall acknowledge that he/she has read any written statement regarding his/her work performance or conduct placed in his/her personnel file by affixing his/her signature on the document, with the understanding that such signature merely signifies that he/she has read the document, but does not necessarily indicate agreement with its content. If the employee refuses to sign, the management representative shall note said refusal accompanied by a signature of another management representative witnessing the employee's refusal to sign.

ARTICLE XIV – SENIORITY

A. Definition

Seniority shall be defined as an employee's length of continuous service as an employee with the Employer.

B. Application of Seniority

1. Layoffs

In situations requiring layoffs (defined as full separation from employment due to lack of funds or lack of work), such layoffs shall be on the basis of seniority within the impacted job classification, with the least senior employee in the impacted job classification laid off first, providing the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation. Where seniority is equal, priority shall be determined by lottery consisting of "layoff" and "no layoff" slips drawn by affected employees.

2. Reduction of Hours

In certain situations, a reduction in hours may be required for some staff due to seasonal fluctuations. In these cases, staff in the impacted job classification will be solicited for voluntary reduced hours first. If not enough volunteers for reduced hours are received, the reductions will be imposed in order of reverse seniority within the impacted job classifications.

3. Recall

If work becomes available in a particular classification in which the Employer had effectuated a layoff in the past twelve (12) months, those employees who had been laid off shall be offered recall to work in the classification from which they were laid off on the basis of seniority. It is understood that the laid off employee should have the necessary skill and ability to perform the work available without additional training other than basic job orientation. The rate of pay shall be at the same as when the employee was laid off, or by the rates required by this Agreement,
whichever is greater. Employees shall maintain recall rights for twelve (12) months, with no loss of seniority.

4. Promotion

All promotional opportunities will be noticed internally at the same time as to the public. Bargaining unit members are encouraged to apply for any posted positions they qualify for and are interested in. Bargaining unit applicants will not be discriminated against or treated differently than all other applicants for such promotional positions. This is not intended in any way to diminish the Employer’s right to hire or not hire employees at its sole discretion.

C. Accrual of Seniority/Loss of Seniority

Employees shall accrue seniority from date of last hire of employment with the Employer. Seniority shall continue to accrue during periods of authorized leave of absence of up to six (6) months, but no seniority shall accrue while the employee is on official layoff except as provided in Section B (3) above.

An employee shall lose her/his seniority for any of the following reasons:

1. If the employee leaves, quits, or is discharged for cause;

2. If the employee fails to return to work after the period of authorized leave of absence;

3. If the employee has been laid off and fails to respond within seven (7) calendar days after being notified to be recalled for work; provided that if his/her failure to report for work is based upon reasons satisfactory to the Employer, he/she shall lose his/her seniority only as to the specific vacancy for which such employee failed to report;

4. If the layoff extends beyond one year, provided that if the Employer, in its sole discretion, recalls an employee who has been on layoff for less than one (1) year, such employee shall not lose his/her seniority.

D. Seniority Lists

The Employer shall post seniority lists at twelve (12) month intervals from the effective date of the Agreement at all work sites. The Union shall be provided with a copy of each list. The lists shall include each employee’s name, classification and hire date.

Within fourteen (14) days of posting, any employee who believes an error exists in the posted seniority list shall bring the problem to the attention of the Employer and seek correction.

E. Transfers Into Bargaining Unit

An employee who has worked for the Employer in a position not covered by this Agreement and who is transferred into a position covered by the Agreement shall retain her/his seniority when transferred.
F. Notice of Layoffs

To the extent required by the California or Federal Worker Adjustment and Retraining Notification Act ("WARN Act"), the Employer will provide written notice to the Union and affected employees at least 60 days in advance of any mass layoff (as defined by the WARN Act). If notice is required by the WARN Act and the Employer fails to give at least sixty (60) days’ notice, then the employer shall pay each employee for an amount equal to back pay and benefits equal to the number of days when the required notice was not given (i.e. if the Employer noticed only 55 days in advance of the mass layoff, then all affected employees would be owed 5 days of back pay and benefits).

G. Bargaining Obligation

When a position covered by this Agreement is eliminated for reasons of promotion, reclassification, reorganization, layoff or cutback, the Employer shall notify the Union and, upon request, the Employer will negotiate over impact on remaining employees in the classification or department, where applicable.

ARTICLE XV – TERMINATION

After the employee has completed the probationary period, except for layoffs due to lack of funds or lack of work, dismissal shall be only for just cause. The Union shall be notified of layoffs and dismissals at the same time as any notices being given to the affected employees.

In cases of voluntary resignation, as a courtesy to both the Employer and to other employees, two (2) weeks’ notice is requested, unless the employee has worked less than six (6) months in which case one (1) weeks’ notice is sufficient.

The Employer agrees to meet and confer with the Union over the impact/effect of any employees who have been laid off, such meetings shall include negotiation of severance pay for effected employees (but this provision does not require the Employer to actually offer severance). If possible under the circumstances, the Employer will endeavor to notify the Union fifteen (15) calendar days in advance of the proposed layoff date, so that the Union and the Employer can meet and confer over the impact of the layoffs in a timely manner.

ARTICLE XVI – HOURS AND OVERTIME

A. Normal Work Day

The currently anticipated normal work day for full-time employees will be eight (8) hours per day, excluding a 30-minute unpaid meal period. The currently anticipated normal work week for full-time employees will be forty (40) hours in five (5) workdays (excluding unpaid meal periods).

Part-time employees are scheduled to work by the Employer on an as needed basis, but less than 35 hours per week. The Employer does not have an anticipated normal work day or normal work week for part-time employees. Except that the employer will not call for or request employees to
work less than 3.5 hours in a day. If employees are called to work and they do work less than 3.5 hours, then the employer will pay the full 3.5 hours that day.

The working day shall commence when the employee registers on the time system ready for duty at the time designated by the Employer as the starting time, and shall finish when the employee again registers on the time system after completion of all duties required for him/her by the Employer. To allow reasonable time for logging-in and logging-out, employees shall be given a five (5) minute grace period at the starting and ending time of each shift. For pay purposes, time shall be rounded to the nearest six (6) minutes.

Nothing in this Section is intended to guarantee any employee with a particular work schedule or a minimum number of work hours. Due to the nature of the Employer’s business needs, in order to furnish continuous service to the public, there must be certain variations in working schedules and hours. For the avoidance of doubt, this means that employees may be assigned to work more or less hours than they would normally anticipate in any particular week depending on the Employer’s business needs. Except that the employer will not call for or request employees to work less than 3.5 hours in a day. If employees are called to work and they do work less than 3.5 hours, then the employer will pay the full 3.5 hours that day.

B. Meal Breaks

When an employee works a shift of more than five (5) hours, the Employer will provide a thirty (30)-minute, off-duty, unpaid and uninterrupted meal period which the employee may extend another thirty (30) minutes to a total of sixty (60) minutes unpaid meal period. However, if an employee works six (6) hours or less in a workday, the employee may voluntarily agree to waive the meal period in writing. Employees must begin their meal period by no later than the end of their fifth (5th) hour of work.

When an employee works a shift of more than ten (10) hours, the Employer will provide a second 30-minute, off-duty, unpaid and uninterrupted meal period. However, if an employee works twelve (12) hours or less in a workday, the employee may voluntarily agree to waive the second meal period in writing. Employees must begin their second meal period by no later than the end of their tenth (10th) hour of work.

Employees are relieved of all their work duties during their meal period(s), and they are free to use their meal period time for whatever purpose they desire.

Employees must contact Human Resources immediately if they are not provided with a meal period or if anyone directs or encourages them to skip their meal period.

C. Rest Periods

Employees are authorized and permitted to take one 10-minute paid rest break for every four (4) hours worked or major portion thereof. Rest breaks should be taken as close to the middle of each four-hour work period as practicable. If an employee works more than six (6) hours in a day, then he/she is authorized and permitted to take two (2) paid rest breaks. If an employee works six (6) hours or fewer, then he/she is authorized and permitted to take one (1) paid rest break. If an employee works more than ten (10) hours in a day, then he/she is authorized and
permitted to take a third rest break. Employees working fewer than three and one-half (3.5) hours in a day are not entitled to a rest break. The Employer encourages employees to take all authorized rest breaks each workday.

Employees are relieved of all their work duties during their rest period(s), and they are free to use their rest period time for whatever purpose they desire.

Employees must contact Human Resources immediately if they are not permitted to take a rest period or if anyone directs or encourages them to skip their rest period.

D. Overtime

Employees will be paid one and one-half times their regular rate of pay for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day worked in a workweek. Employees will be paid two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a workday and in excess of eight (8) hours worked on the seventh (7th) consecutive day worked in a workweek.

E. Mileage

When an employee is required to use his or her own personal car for purposes as directed by the Employer, the Employer shall reimburse the employee for mileage at the standard mileage rate allowed by the Internal Revenue Service. Any parking or toll costs incurred on such work trips shall also be reimbursed by the Employer upon receipt of documentation of said costs.

ARTICLE XVII – SUB-CONTRACTING

The Employer may at its sole discretion contract or subcontract work or processes normally performed by its employees. When a decision is made by the Employer to contract or subcontract such work, the Employer will provide written notice to the Union at least 30 days prior to implementation to allow the parties to meet and confer over the effect of such decision on the employees.

ARTICLE XVIII – GRIEVANCE AND ARBITRATION PROCEDURES

A. Definition

A Grievance shall be defined as any dispute or controversy concerning the interpretation or application of any provision of this Agreement.

B. Union Representation

An employee (or employees) may choose to be represented by the Union at any step of the grievance procedure, and at any investigatory interview with the Employer at which the employee has reasonable cause to believe will lead to disciplinary action. If the employee chooses not to be represented by the Union in the processing of a grievance, a representative of
the Union shall have the right to be present as an observer at any formal meeting with said employee.

**C. Informal Discussions**

It is the parties’ intention that serious, good faith attempts shall be made to resolve all disputes arising in connection with this Agreement on an informal basis. Therefore, the parties expect and encourage that before a written grievance is filed there shall be direct discussions between the affected employee and his/her supervisor.

**D. Formal Grievance Procedure**

**Step I**

1. All grievances must be filed in writing with the other party within twenty (20) calendar days of the time the aggrieved party knew or reasonably should have known of the occurrence which gave rise to the grievance. Any grievance not presented within twenty (20) calendar days following the event giving rise to such grievance shall be forfeited and waived.

2. The Employer’s Human Resources Manager shall serve as the recipient for all formal grievances filed by the employees or by the Union. The Union’s President (as listed in Article VIII Notices) shall serve as the recipient of all formal grievances filed by the Employer or management. The parties will keep each other informed whenever changes to the Employer or Union representatives are made.

3. Within fifteen (15) calendar days of receipt of the grievance, the direct supervisor of the grievant and the Director, Museum Operations & Experience shall meet with the grievant and/or the Union steward to discuss the grievance. If the grievance is not settled at that time, the non-grieving party shall provide a response to the grievance in writing within seven (7) calendar days.

**Step II**

1. If the aggrieved party is not satisfied with the response in Step 1 and wishes to pursue the grievance further, it may appeal the decision in writing to the Employer’s Human Resources Manager within seven (7) calendar days from receipt of the Step 1 response. Within fifteen (15) calendar days of receipt of the grievance, the Employer’s Human Resources Manager shall meet with the grievant and/or the Union steward to discuss the grievance. If the grievance is not settled at that time, the non-grieving party shall provide a response to the grievance in writing within seven (7) calendar days.

**Step III**

1. If the aggrieved party is not satisfied with the response in Step 2 and wishes to pursue the grievance further it may appeal the decision in writing to the Employer’s Chief Financial Officer/Chief Administrative Officer (CFO/CAO) within seven (7) calendar days from receipt of the Step 2 response. If the aggrieved party is the Employer, it may appeal the decision to the Union’s President. The relevant parties shall meet within fifteen (15) calendar days of receipt of
the Step 3 appeal. If the grievance is not settled at that time, the non-grieving party shall provide a response to the grievance in writing within seven (7) calendar days.

2. The aggrieved party may, in writing, request arbitration within twenty (20) calendar days of receipt of the Step 3 decision.

E. Arbitration

1. Within fifteen (15) calendar days of receipt of a request to proceed to arbitration, the Union and the Employer's designated representatives will discuss selection of an arbitrator.

2. If the respective parties cannot mutually agree upon the selection of an arbitrator they will request a list of five arbitrators from the American Arbitration Association. Upon receipt of the list of five arbitrators the parties shall alternately each strike a name from the list until one (1) name remains. Said individual shall be selected as the impartial arbitrator. The first strike shall be chosen by chance.

3. Both the Employer and the Union will make a good faith effort to move the arbitration process along as quickly as they practically can.

4. The arbitrator's decision shall be final and binding on the parties, and any affected employees whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) calendar days after the close of the arbitration or the filing of briefs, if any, whichever is later.

5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement.

6. The fees of the arbitrator shall be borne equally by the parties.

F. General Provisions

1. The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. If the time limits for a grievance response are exceeded by either party, the grievance shall be considered denied on the last day the response could have been timely made.

2. Any time limit contained in this Article may be extended only by written, mutual agreement of the Union and the Employer.

3. Related grievances may be consolidated at the request of either party.

4. Grievance meetings provided for herein shall be joint meetings at which both the grievant and the Employer's designated management representative shall be present.

5. Fifteen (15) calendar days prior to a scheduled arbitration proceeding, the Parties may meet to discuss a proposed issue statement and/or potential resolution of the arbitration.
ARTICLE XIX – WAGES

The rates set forth below are minimum rates and no employees enjoying a higher rate at the time of execution of this Agreement shall have his/her wages reduced by reason of the execution of this Agreement. The following minimum hourly wage rates shall apply as of the dates noted below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>July 1, 2018</th>
<th>July 1, 2019</th>
<th>July 1, 2020</th>
<th>July 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-Time Floor Coordinator</td>
<td>$13</td>
<td>$14.25</td>
<td>$15.25</td>
<td>$16</td>
<td>$16</td>
</tr>
<tr>
<td>Part-Time Floor Coordinator (6+ months)</td>
<td>$14</td>
<td>$15.25</td>
<td>$16</td>
<td>$17</td>
<td>$18</td>
</tr>
<tr>
<td>Youth Education Assistant</td>
<td>$12</td>
<td>$13.25</td>
<td>$14.25</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>Youth Education Assistant (6+ months)</td>
<td>$13</td>
<td>$14.25</td>
<td>$15</td>
<td>$16</td>
<td>$17</td>
</tr>
<tr>
<td>Docent/Tour Guide</td>
<td>$12</td>
<td>$13.25</td>
<td>$14.25</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>Docent/Tour Guide (6+ months)</td>
<td>$13</td>
<td>$14.25</td>
<td>$15</td>
<td>$16</td>
<td>$17</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$23</td>
<td>$24</td>
<td>$25</td>
<td>$26</td>
<td>$27</td>
</tr>
<tr>
<td>Cashier</td>
<td>$12</td>
<td>$13.25</td>
<td>$14.25</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>Cashier (6+ months)</td>
<td>$13</td>
<td>$14.25</td>
<td>$15</td>
<td>$16</td>
<td>$17</td>
</tr>
<tr>
<td>Lead Cashier</td>
<td>$16</td>
<td>$17</td>
<td>$18</td>
<td>$19</td>
<td>$20</td>
</tr>
<tr>
<td>Shipping</td>
<td>$15.50</td>
<td>$16.50</td>
<td>$17.50</td>
<td>$18.50</td>
<td>$19.50</td>
</tr>
</tbody>
</table>

Bargaining unit employees enjoying a higher wage rate than the minimum rates noted above shall receive a $1.00 increase to their current wages upon ratification, followed by a $1.00 wage increase on July 1, 2018, a $1.00 wage increase on July 1, 2019, a $1.00 wage increase on July 1, 2020, and a $1.00 wage increase on July 1, 2021. These wage increases are not applicable to employees who have wage rates that are equal to the minimum wage schedule above.

The maximum wage rate for all bargaining unit employees in any classification except for Maintenance shall be $20 for the life of this Agreement. Employees that reach this maximum wage rate shall no longer be eligible for any further wage increases.

ARTICLE XX – WAGE DIFFERENTIAL/WORKING OUT OF CLASSIFICATION

No employee shall suffer a reduction in rate of pay as a result of temporary assignment by management to a lower rated job.

An employee temporarily assigned by management to work in a higher classification shall be paid at the higher wage for all hours worked in that capacity.

ARTICLE XXI – INSURANCE

The Employer will offer medical, dental, vision, life, and short/long term disability insurance to all full-time employees covered by this Agreement on the same terms and conditions as the Employer’s full-time employees that are not covered by this Agreement. Coverage begins on the 90th day after the full-time employee’s first day of active employment.

Employees covered by this Agreement shall not pay more than is allowed by the Affordable Care Act or any other applicable law for their individual medical insurance premium.
The Employer has the sole discretion to add, remove, or modify all such insurance benefits (including the amount of the cost subsidized by the Employer), but the Employer agrees that any such changes shall be applied equally to all full-time employees covered by this Agreement and those not covered by this Agreement. The Employer agrees to provide the Union reasonable advance notice of any such changes.

ARTICLE XXII – HOLIDAYS

A. Recognized Holidays

The Employer recognizes the following holidays:

<table>
<thead>
<tr>
<th>Jewish Holidays</th>
<th>Legal Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosh Hashanah (1st and 2nd days)</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Yom Kippur</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Sukkot (1st and 2nd days)</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Shemini Atzeret</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Simcha Torah</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Pesach (1st and 2nd and 7th and 8th days)</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Shavuot (1st and 2nd days)</td>
<td></td>
</tr>
</tbody>
</table>

B. General Provisions

Full time employees shall be paid their regular rate (8 hrs pay) for all of the above legal holidays not worked. Benefited part-time employees shall be paid their regular rate for four (4) hours on all of the legal holidays not worked.

If any employee is required to work on any of the legal holidays above, the employee shall be paid at straight time for the hours worked plus an additional day’s pay for holiday pay.

If any of the above-specified legal holidays fall on Saturday, the preceding Friday will normally be observed as the holiday. If the legal holiday falls on Sunday, the following Monday shall be considered as holiday.

Full time employees shall be paid their regular rate (8 hrs pay) for the above Jewish holidays only if the employee was scheduled to work on the day of the Jewish holiday. Benefited part time employees are not eligible for pay on the above Jewish holidays.

To be eligible for holiday pay, employees must work their last scheduled workday preceding the holiday and must also work their first scheduled workday following the holiday unless prior approval has been granted in writing by the Employer (including approved vacation or other paid leave) or a verified illness or emergency prevented the employee from working those days.
ARTICLE XXIII – VACATION

A. Accrual of Vacation

All full-time employees shall accrue vacation as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4 years</td>
<td>10 days</td>
</tr>
<tr>
<td>5+ years</td>
<td>15 days</td>
</tr>
</tbody>
</table>

Benefited part-time employees (as defined in Article XI Full- and Part-Time Employees]) shall accrue one (1) hour of vacation for every sixty (60) hours worked up to a maximum of twenty (20) hours of earned vacation per fiscal year.

A new employee will be eligible to use vacation after 6 months of service.

Earned but unused vacation will carry over from one year to the next, but the maximum vacation an employee may have at any time equals 1.5 times the employee’s current annual vacation accrual rate (for example, an employee earning 10 days’ vacation per year is capped at 15 days accrued, unused vacation). If the employee’s earned but unused vacation pay reaches the maximum, the employee will not accrue any additional vacation. If the employee later uses enough vacation to fall below the maximum, he or she will resume earning vacation until he or she once again reaches the maximum. No vacation will be earned for any period in which the employee’s vacation accrual was at the maximum.

Accrued and unused vacation will be paid out at the conclusion of employment.

Employees use vacation during the year as they choose, and can elect to take vacation pay during times of reduced hours in order to maintain income. In no event will the use of vacation during a period of reduced hours be used to accrue overtime pay.

B. Holiday During Vacation

If a paid holiday(s) occurs during an employee’s vacation, the employee shall be entitled to an extra day of vacation for each such holiday. Employees must work their last scheduled workday preceding the holiday or start of vacation period and must also work their first scheduled workday following the holiday or completion of vacation period unless prior approval has been granted in writing by the Employer or a verified illness or emergency prevented the employee from working those days.

C. Notice of Vacation

Employees shall request vacations in writing and vacations shall be approved or denied by the Employer in writing. Vacation requests shall be made at least fourteen (14) days in advance. Scheduled vacations shall not be canceled or rescheduled by the Employer except in cases of emergencies or by mutual agreement.
D. Vacation Accrual Notifications

Each employee’s accrued and unused vacation days shall be indicated on his/her wage statements/paystubs.

ARTICLE XXIV – SICK LEAVE & LEAVES OF ABSENCE

A. Sick Leave

Full-time employees shall accrue one (1) day per month of sick leave starting in the first month of employment. Accrued sick leave for full-time employees may be carried over from year to year with a maximum accrual of sixty (60) working days.

Part-time employees shall accrue and use paid sick leave in accordance with the California Paid Sick Leave Law and/or the Los Angeles City Paid Sick Leave Law (whichever is more generous for the employee). These laws generally provide that a part-time employee would be eligible to accrue one (1) hour of sick leave for every thirty (30) hours worked. Accrued sick leave for part-time employees may be carried over from year to year up to a maximum accrual of one hundred twenty (120) hours. Part time employees may use any sick leave already accrued. Part-time employees may begin accruing sick leave upon hire, but may not use sick leave until his or her 90th day of employment.

The Employer acknowledges that per Cal. Lab. Code § 246.5(a) the employees have the right to use their accumulated sick days for any of the following reasons: diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member, and for an employee who is a victim of domestic violence, sexual assault, or stalking. Sick leave of five (5) or more consecutive days shall be verified by a licensed health care provider and sick pay may be withheld if a satisfactory verification is not provided by the employee upon request.

Sick pay shall be coordinated with SDI, PFL, or Worker’s Compensation payments as appropriate.

Accrued and unused sick leave hours will not be paid out to employees upon termination of employment. However, if an employee is rehired within one year of separation, any unused and accrued hours will be reinstated.

Payment for absence due to illness or personal days shall not be considered as time worked for the computation of overtime.

B. Legally Required Leaves of Absence

The Employer will grant leaves of absences to eligible employees pursuant to and in compliance with all applicable federal, state, and/or local laws (i.e., the Family Medical Leave Act, the California Family Rights Act, the Americans With Disabilities Act, the Uniform Services Employment and Reemployment Rights Act). The parties may refer to the Employee Handbook, Section IV (Leaves Of Absence) for more information.
The Employer recognizes its duties and obligations under the FMLA and CFRA. It is agreed by the parties that employees must first use sick leave to receive pay for FMLA & CFRA absences. Upon exhaustion of sick leave, the employee may then choose whether to use his or her vacation time for any further related absences, or to go unpaid. When such leaves are unpaid, health and other benefits will continue to be provided as required by law.

C. Bereavement Leave

After completion of the probationary period, up to five (5) work days of paid leave will be granted in case of death in a full-time employee’s immediate family and up to twelve (12) hours of paid leave will be granted in case of death in a benefited part time employee’s immediate family (see Article XI Full- and Part-Time Employees for a definition of benefited part time employee). Employees may choose to use up to eight (8) hours of accrued sick leave to extend their paid bereavement leave as needed. Immediate family for this provision is defined as: parent, spouse, domestic partner, child, brother, sister, grandparent, grandchild, in-laws or step-relatives, or equivalent relatives of a domestic partner, or any other relative as determined by the Chief Financial Officer/Chief Administrative Officer as having had a long time close family association with the employee to the extent of falling within the intent of this provision. The Employer may ask any employee to provide proof that he/she used their leave for bereavement purposes. Employees that are not eligible for the paid bereavement leave described above may use up to eight (8) hours of accrued sick leave for bereavement purposes or be allowed up to three (3) days of unpaid time off as may be required by applicable law.

D. Discretionary Leave

The Employer may, at its sole discretion, grant a leave of absences or time off for other proper reasons. Employee cannot engage in other employment or apply for unemployment benefits while on leave. Such leave may last up to one year (12 months) without a loss of seniority or accumulated benefits.

ARTICLE XXV – RESPECT

The central goal of the Employer is to promote a culture of respect and tolerance for all people and their beliefs. As such, no employee shall be subjected to any disrespectful, harassing, bullying, or abusive behavior by the Employer or the Union. Every effort shall be made by the Employer and the Union to prevent such behavior toward any bargaining unit employees by non-bargaining unit employees and/or the public.

ARTICLE XXVI – SAFETY & SECURITY

The Employer will train every newly hired employee on applicable safety and security protocols at orientation. The Employer will also hold refresher courses on applicable safety and security protocols for all employees every twelve (12) months. Employees will be provided a printed copy and an electronic copy of any written safety and security protocols upon hire, and receive updated copies every twelve (12) months. The Union and all employees understand and agree that these documents are confidential and cannot be shared with individuals who are not employed by the Employer unless disclosure is legally permitted.
Employees may report safety concerns to the Director, Museum Operations & Experience. The Union stewards shall be appointed to report such safety concerns and the Union shall notify the Employer of the employee so appointed. Either party may request a Joint Labor Management meeting to discuss reported safety concerns.

**ARTICLE XXVII – DEFEERED COMPENSATION**

All employees are entitled to participate in the 403(b) plan. All contributions are at the discretion of the employee.

**ARTICLE XXVIII – PAYMENT TO BENEFICIARY**

In the event of the death of an employee, the Employer shall pay unpaid wages and accrued and unused vacation pay in accordance with applicable laws to the beneficiary or to the estate of the deceased employee.

**ARTICLE XXIX – PARKING**

There is no charge to park for employees who park at 9786 W. Pico Blvd.

**ARTICLE XXX – EQUIPMENT**

The Employer will provide the following equipment to each part time floor coordinator at no cost: safety vest, and a handheld portable transceiver (i.e., “walkie talkie”).

**ARTICLE XXXI – BREAK ROOM AND LOCKER FACILITIES**

The Employer will maintain a break room for use by all employees and volunteers of the Employer to take meals and breaks. The break room shall not be used by the public for any purpose. While the break room is generally not intended to be used for work related activities, the Employer is permitted to designate a portion of the break room as a work space for full time floor coordinators.

The break room shall have a sink, a working refrigerator, and a microwave oven. Lockers will be provided for employees to leave valuables while on duty.

**ARTICLE XXXII – JURY PAY**

When an employee is called for jury duty, the employee shall receive up to a maximum of sixteen (16) hours of pay per calendar year, but only for working days in which the employee was actually scheduled to work. The Employer will deduct any payment employee received from the Government. To be eligible for pay, employees must notify the Employer promptly (i.e., within three (3) working days after receipt of notice) when they are called for jury service. Jury pay is not intended to entitle affected employees to more pay than would have otherwise been received had the employee worked those days. Nor shall jury pay hours be counted as hours worked in calculating overtime. Employees may use accrued vacation time towards time off for jury duty.
ARTICLE XXXIII – PROVISIONS OF LAW / SAVINGS CLAUSE

This Agreement is subject to all current and future applicable federal, state, and local laws and regulations (including common laws) ("Laws"). If any part or provision of this Agreement is in conflict or inconsistent with such Laws, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part or provision shall become null and void, and the remainder of this Agreement shall remain in full force and effect.

In the event a provision of this Agreement has become null and void as a result of conflicting or inconsistent Laws, upon written request by either the Union or the Employer, the parties shall meet for the sole purpose of attempting to negotiate a replacement for the invalidated provision.

ARTICLE XXXIV – DURATION

This Agreement is to be effective March 25, 2018 and shall remain in full force and effect through June 30, 2022 and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

SIMON WIESENTHAL CENTER, INC., a California Nonprofit Public Benefit Corporation, d.b.a. MUSEUM OF TOLERANCE

Susan Burden
Chief Financial Officer
Chief Administrative Officer

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 800, AFL-CIO

Charles Orlowski
President

DATE: 4/5/18

DATE: 4-4-2018