



Collective Bargaining Agreement

Between

AFSCME Local 126

**Museum and Art/Cultural Worker Unit
American Federation of State, County and
Municipal Employees, AFL-CIO**

And

**Museum of Contemporary Art
(MOCA)**

May 13, 2022 - May 12, 2025

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Article 1. PREAMBLE

This Collective Bargaining Agreement (“Agreement”), effective May 13, 2022, is between The Museum of Contemporary Art, Los Angeles, also known as MOCA (hereinafter referred to as “Employer”), at its Grand Avenue and Geffen locations and American Federation of State, County, and Municipal Employees (AFSCME), Local 126, affiliated with AFSCME District Council 36, 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 2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its bargaining unit employees. All provisions of this Agreement shall pertain to all bargaining unit employees unless otherwise provided.

The bargaining unit shall consist of all full-time, part-time, and eligible temporary employees employed by the Employer at the following locations 250 South Grand Avenue, Los Angeles, CA and 152 North Central Avenue, Los Angeles, CA performing work under the following classifications: Preparator I, Preparator II, Audio/Visual Technician I Audio/Visual II, Retail Operations Coordinator, Sales Associate, Webstore and Shipping Coordinator, Gallery Attendant I and Gallery Attendant II, Visitor Engagement Leads, Digital Producer, and Educator; excluding all other job titles and classifications (including but not limited to confidential employees, office clerical employees, administrative employees, professional employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act). The duties and responsibilities of the job shall determine whether a job falls within the above bargaining unit classifications and the creation of a new and/or different classification shall not exempt such employees or classification from this Agreement.

Any disputes regarding whether a job is included under this unit definition maybe subject to arbitration as outlined in ARTICLE 13 Grievance and Arbitration Procedure.

Article 3. UNION SECURITY

It shall be a condition of employment that all employees covered by this Agreement shall, within thirty-one (31) calendar days after the ratification date of this Agreement or thirty-one (31) calendar days after such employee's date of hire, whichever is later, become and remain members in good standing of the Union, or pay a service fee to the Union, for the duration of said Agreement, provided that the service fee is established in accordance with applicable law. Membership in good standing shall be defined as timely payment of dues or fees uniformly applied to all members.

If any employee shall lose good standing by falling in arrears in Union dues or equivalent fees, the Union shall provide written notice requesting termination for failure to pay dues or fees of at least 7 days and MOCA will terminate the employee no later than the next payday. Any termination under this Article shall not be subject to the grievance and arbitration provisions of this agreement. The Union shall indemnify and hold MOCA harmless and MOCA shall not be liable for any damages as the result of any termination requested by the Union under this Article.

The Union shall provide MOCA with a schedule of dues or fees charged to employees so that it may notify applicants and new hires of their obligation to pay dues or fees and maintain Union membership.

Article 4. UNION DUES CHECK OFF

The Union will supply the Employer with applicable deduction authorization forms in the form attached hereto as Exhibit A. The Employer will honor duly authorized payroll deductions, for the payment of union dues, Union PAC (AFSCME PEOPLE) or service charges by any employee covered by this Agreement. Employees have the right to modify or revoke the AFSCME PEOPLE payroll deductions at any time.

Union dues, fees, and AFSCME PEOPLE contributions shall be deducted monthly by the Employer upon written authorization of an employee covered by this Agreement. 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 their name; full-time, part-time, or temporary 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 benefit 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.

If any portion of this provision is found to be unlawful by a court, such provision may be severed, and any such finding shall not affect the remainder of the Article. The Union shall indemnify, hold harmless, and MOCA shall not be liable for any damages in its administration of the Article or Union Security Article 3. The Union will have no monetary claim against MOCA for its unintentional failure to perform in accordance with the provisions of this Article or Union Security Article 3.

Exhibit A



Local # _____ AFSCME District Council 36

Personal Information (please print)

Last	First	M.I.
Street Address		Apartment/Unit #
City	State	ZIP Code

Home Phone: _____	Cell Phone: _____
Home Email: _____	Employer: _____
Worksite Address: _____	Department: _____
	Job Title: _____
Work Phone: _____	Hire Date: _____
Work Email: _____	Employee ID# _____

AFSCME Membership

I hereby apply for membership in Local _____ of AFSCME Council 36 (hereafter referred to as the "Union") and I agree to abide by its Constitution and Bylaws. By this application I authorize the Union, and its successor or assign, to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my paycheck regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union. I further authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the memorandum of understanding (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter, unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period; provided however that any conflicting membership and deduction provisions of the applicable governing body and memorandum of understanding specifies a different or longer annual revocation period, then only that other period shall apply. The applicable memorandum of understanding is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues, deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Signature: _____ Date: _____ Last 4 digits of Soc. Security Number: _____

AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality)

I hereby authorize my employer and associated agencies to deduct each pay period the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County, and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Deduction per pay period: ☐ \$4.17 MVP ☐ \$5 MVP ☐ Other \$ _____

Signature: _____ Date: _____

In accordance with federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal tax purposes.

☐ Please send me a Jacket (with minimum \$4.17 per pay period contribution) Circle your size (per preference availability) S M L XL 2XL 3XL

Article 5. UNION RIGHTS

A. Bulletin Boards

1. MOCA will provide bulletin boards for Union use in the seventh-floor breakroom at the 250 South Grand Avenue facility and the first floor break room at the 152 Central Avenue facility. If at any time during the term of this Agreement, either of these break room(s) in either facility are not in compliance with Article 23 – BREAK ROOMS AND REST AREAS, the Union's bulletin board shall be relocated to another mutually agreed upon break room.

2. Bulletin boards will be no smaller than 24 inches by 36 inches. All materials must be dated, and the Union agrees to remove any material that is not pertinent to ongoing Union business. Any material in violation of MOCA's anti-discrimination, anti-harassment policy or Code of Conduct is prohibited. MOCA reserves the right to remove materials on Bulletin Boards that are in violation of the above policies after giving written notice to the Union.

B. Union Accoutrements

1. Employees will be allowed to wear union buttons. Employees may wear other union items so long as they do not violate the dress code, create a safety hazard or interfere with their duties, with permission from their supervisor which will not be unreasonably withheld.

C. Union Access

1. Union Representatives will have reasonable access to MOCA facilities for the purpose of representational activities and enforcing this agreement. Union Representatives will abide by all labor laws and shall not interfere with any employee's work duties. Absent unusual circumstances, such access must be during non-working time (e.g. during breaks or after hours). Union stewards may also request unpaid time to attend to union matters from their supervisors. The Union understands that use of MOCA facilities is subject to availability and agrees to submit request for use of any such facilities with as much advance notice as possible. There are hard costs associated with the use of facilities and conference rooms. MOCA will absorb up to \$250.00 per quarter of such costs in connection with the union's use of its facilities. Actual hard costs in excess of that amount for security, facilities and maintenance must be absorbed by the Union.

D. Employee List

1. MOCA will provide the Union with a list of bargaining unit employees, electronically, as an Excel spreadsheet or other another agreed-upon program.

2. This employee list will be provided quarterly.

3. List will provide the following information:

Employee number
Name
Address
City, State, Zip Code
Phone Number
Email Address if known
Classification
Date of Hire or Rehire
Date of Hire in Department
Current Wage Rate
Employee Class (i.e. full-time, part-time or temporary)

E. Bargaining

1. At least 50% of bargaining meetings will be conducted in person, absent unusual circumstances and the remainder will be conducted by a mutually agreeable virtual meeting platform such as Zoom, unless otherwise agreed by the parties. The parties will endeavor to schedule bargaining meetings at least two weeks in advance of the date for the meeting. Bargaining committee members will be released for scheduled contract negotiations meetings and up to one hour in advance and one after the meeting, with prior supervisory approval in order to ensure that staffing needs can be met. Such request may be denied if it presents a staffing problem or otherwise would interfere with museum operations.

F. Union Stewards

1. The Union will appoint no more than nine (9) stewards for the purposes of representing employees in grievances and investigating facts related thereto, attending investigatory interviews that could result in discipline in accordance with the Weingarten Rights, and to meet with an Employer's designated representative to discuss administration of this Agreement. Only one steward shall attend any Weingarten interview. Time spent by stewards on these activities will be unpaid if they are not scheduled to work at that time. Supervisors have the discretion to allow the stewards to remain on the clock if they feel that it will not interfere with museum operations or create staffing concerns. Under no circumstances will a shop steward suffer any loss of pay when they are asked by management to perform any of these duties during scheduled work time.

G. New Employee Notice

1. MOCA will provide the union with a list of newly hired bargaining unit employees on a monthly basis with the information listed in Section D(3) so that the union can arrange to meet with new employees on non-working time. MOCA will also provide a list with the names of any terminated employees on a monthly basis. MOCA will provide reasonable notice to the Union of scheduled employee orientations.

H. Conventions

1. Up to five employees will be released without pay for up to three days to participate in the Union convention once per year. Such time off must be approved by their supervisor and requested in accordance to the procedures for requesting unpaid time off so as not to interfere with museum operations or create a staffing problem. The employee shall also have the option to utilize paid time off, if they have any available.

Article 6. ACCESS TO INFORMATION

A. MOCA Budget will be presented to active bargaining unit employees at a staff meeting within a reasonable time not to exceed four weeks, following approval by MOCA's Board of Directors. Bargaining unit members who are not active employees will continue to receive updates every two weeks as provided in the Agreement Regarding Layoffs and Furloughs.

B. MOCA will notify active bargaining unit employees in staff emails of new foundation grants (excluding grants from family foundations) and will provide details such as the purpose, amount, increments in which amount is received (if applicable) and duration of grant.

C. MOCA's annual 990 will be posted to MOCA website within 25 days of finalization.

Article 7. MANAGEMENT RIGHTS

Management of the facility, operations and workforce 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 respond to emergency or other unforeseen circumstances; the right to create new job classifications or eliminate existing job classifications; to subcontract or arrange for work to be done by other companies and the right to establish rules pertaining to the operation of the facility and permissible conduct of employees whether or not they have been exercised before. 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. The failure to exercise any of the rights as provided in this Article shall not be a waiver of such rights.

Article 8. JOINT LABOR MANAGEMENT COMMITTEE

For the purposes of ongoing communication between MOCA and the Union, a Joint Labor Management Committee (JLMC) will be established. MOCA and the Union will have the right to appoint up to four individuals to the JLMC each. MOCA may appoint 2 regular members and may invite 2 additional members on a rotating basis depending on subjects under discussion. JLMC will meet quarterly for up to two hours unless otherwise agreed by to by both parties. JLMC members will be compensated for time spent in JLMC at their regular rate of pay. If both sides agree, other bargaining unit employees may be invited to participate and will be paid at their regular hourly rate.

Article 9. RESPECT, EQUAL OPPORTUNITY, HARASSMENT, AND REASONABLE ACCOMMODATION

A. Respect

All MOCA employees, guests and others working or visiting MOCA should be treated with dignity and respect. If an employee believes that they have been subjected to disrespectful or bullying behavior it should be reported to a supervisor within their chain of command, Human Resources and/or a grievance may be filed, so that it can be addressed.

B. Discrimination

MOCA is an equal opportunity employer and makes all employment decisions without regard to race (including traits that are historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religion, creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military status, veteran status or any other status protected under applicable federal, state or local laws. MOCA makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, the individual's past performance within the organization, and terms set forth in this agreement. This applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. MOCA will comply with all applicable federal, state, and local laws related to discrimination and will not tolerate the interference with the ability of any of the Museum of Contemporary Art's employees to perform their job duties.

If an employee believes that an employment decision has been made that does not conform with MOCA's commitment to equal opportunity and terms set forth in this agreement, they should promptly bring the matter to the attention of a supervisor within their chain of command and/or Human Resources. The complaint will be promptly, thoroughly, and impartially investigated by MOCA. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

C. Workplace Harassment

1. MOCA is committed to providing a professional work environment, free from discrimination and harassment, including discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this Article. MOCA is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, this anti-discrimination Article is designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. MOCA is committed to implementing appropriate corrective action including discipline in response to discriminatory or harassing, or inappropriate conduct regardless of whether such conduct would constitute a violation of the law.

2. MOCA prohibits discrimination or harassment based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the federal Family and Medical Leave Act or the California Family Rights Act, domestic violence victim status, political affiliation and any other status protected by state or federal law. Retaliation against a person who engages in activities protected under this Article is prohibited. Reporting, or assisting in reporting, suspected violations of this Article and cooperating in investigations or proceedings arising out of a violation of this Article are protected activities under this Article.

3. MOCA is committed to a discrimination and harassment free workplace for all MOCA employees including contractors and volunteers. All employees including supervisors and managers as well as others in the workplace such as contractors and volunteers are expected to adhere to this policy. In addition, this Article extends to conduct with a connection to an employee's work, even when the conduct takes place away from the MOCA's premises, such as a business trip or business-related social function.

4. Employees are expected to adhere to this Article and not engage in conduct which violates it. Employees are encouraged to promptly report conduct that they believe violates this Article so that MOCA has an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this Article. MOCA is committed to responding to alleged violations of this Article in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

5. Rights under this Article

a. The right to a discrimination, harassment, and retaliation-free work environment.

b. The right to file a grievance (if applicable) and/or complaint of discrimination, harassment, or retaliation, as provided in Article 13, Section E which relates to statutory claims. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.

c. The right to a full, impartial, and prompt investigation by a representative or designee of MOCA into the allegations of conduct that would violate this Article.

d. The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.

e. The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.

f. The right to be free from retaliation or reprisal after filing a grievance, complaint or participating in the complaint process.

g. The right to file a grievance and/or to file a complaint (as provided herein) directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission, or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

6. Definitions

a. **Discrimination:** Discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, protected category. Protected categories include: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the federal Family and Medical Leave Act or the California Family Rights Act, domestic violence victim status, political affiliation and any other status protected by state or federal law. Discrimination includes unequal treatment based upon the employee or applicant's association with a member of these protected classes.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation, or other employment-related decisions unless otherwise permitted by applicable law; and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

b. **Harassment:** Harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical conduct in an unwelcome manner, etc.).

c. **Sexual Harassment:** As used in this Article, Sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

- Quid Pro Quo Sexual Harassment ("this for that")
- Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

Hostile Work Environment Sexual Harassment: Conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
- Leering, whistling, obscene or vulgar gestures, or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons or posters or any such items.
- Impeding or blocking movement, unwelcome touching, or assaulting others.
- Any sexual advances that are unwelcome, as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender or sexual orientation, even if the content is not sexual.
- Inappropriate touching including but not limited to patting, pinching, stroking, kissing, hugging, and fondling.

d. Retaliation: Retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this Article and/or cooperating in investigations or proceedings arising out of a violation of this Article.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this Article include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this Article; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this Article.

7. Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor or client, should promptly notify their immediate supervisor, designated manager or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Director of Human Resources. MOCA takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by MOCA.

MOCA prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation. Employees who are ordered to participate in investigatory meetings covered under this section will have the right to have a representative of their choosing join them at the meeting. If a representative of the employees choosing is not available within 24 hours (excluding weekends or holidays), the meeting will be rescheduled to allow for representative to be present. Weingarten rights apply, and representatives are there for the sole purpose of listening, not take part, object or delay the process. Should that be an issue that person may be asked to leave the meeting.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

8. Penalties for Violation of Anti-Harassment Article

If it is determined that inappropriate conduct has occurred, MOCA will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the Museum of Contemporary Art deems appropriate under the circumstances and in accordance with applicable law.

9. Good Faith Requirement

This Article prohibits retaliation even if a report is found to be without merit. However, anyone filing a report must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations made by an employee in bad faith or allegations that prove to have been made maliciously or with knowledge of their falsity will be viewed as a serious disciplinary offense and may be subject to disciplinary action up to and including termination.

D. Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) and California law prohibit discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions, and privileges of employment. The laws do not alter the Museum of Contemporary Art’s right to hire the best-qualified applicant, but they do prohibit discrimination against a qualified applicant or employee because of their disability, or because of a perceived disability. As a matter of MOCA and this Article, MOCA prohibits discrimination, harassment, and retaliation of any kind against people with disabilities and follows all applicable laws.

An applicant or employee is considered disabled if they (1) have a physical or mental impairment, disorder, or condition that substantially limits one or more major life activities; (2) have a record or past history of such an impairment, disorder or condition; or (3) are regarded or perceived (correctly or incorrectly) as having such impairment, disorder or condition.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

1. Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. MOCA recognizes and supports the obligation

to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs.

Qualified applicants or employees who are disabled should request reasonable accommodation from MOCA in order to allow them to perform a particular job. If an employee is disabled and desires such reasonable accommodation, they should contact their immediate supervisor, designated manager, or Human Resources. On receipt of an employee's request, MOCA will meet with the employee to discuss the employee's disability. MOCA may ask for information from the employees' health care provider(s) regarding the nature of the disability and the nature of limitations associated with the disability or take other steps necessary to help MOCA determine viable options for reasonable accommodation. MOCA will work with employees to determine whether the employee's disability can be reasonably accommodated. Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA and California law, MOCA does not have to provide the exact accommodation requested, and if more than one accommodation works, MOCA may choose which one to provide.

Furthermore, MOCA does not have to provide an accommodation if doing so would cause undue hardship to MOCA.

Article 10. PROBATIONARY PERIOD

All employees must complete a 90-day probationary period which begins on the first day of employment. The probationary period is the initial period of employment during which the supervisor carefully considers whether the employee is able to meet the standards and expectations of the job. During this time, the supervisor will appraise the employee on, among other things, their ability to learn and perform the essential functions of the job, attendance, work habits, punctuality, work quality, ability to work cooperatively, and other work-related job requirements. Upon request the supervisor will arrange a private feedback meeting with the employee during the probationary period. An employee may not request more than 3 feedback meetings during the probation period. The supervisor may also provide feedback without a request, as necessary. Any feedback will be in writing. MOCA reserves the right to terminate any employee during the probationary period without cause. Any such termination will not be subject to the grievance procedure. If an employee's performance is deemed unsatisfactory at the end of the probationary period, MOCA may, in its discretion decide to extend the probationary period for up to an additional 30 days.

Article 11. PERFORMANCE REVIEW

Employees will have a formal discussion of performance and a written performance review yearly normally in advance of the museum's fiscal year. The purpose of the review is to consider, document, and discuss performance, accomplishments, and areas where improvement is needed. Employees will be provided a copy of the Performance Review Form. Employees will meet with their supervisor to see the review, discuss it, provide their comments (respond in writing), sign it, and receive a copy. Signing a Review only acknowledges receipt, not agreement with its contents, if so noted. If an employee believes that a portion of their Performance Review is inaccurate, they may submit a written rebuttal which will be placed in their file. If the employee believes that the review is inaccurate, they may outline any inaccuracies or concerns in their rebuttal and request that their supervisor reconsider or amend the review. Such rebuttal must be received within 7 days following the review. The supervisor will have 15 days in which to notify the employee as to whether the supervisor disagrees or agrees and will modify or amend the review. The supervisor's response will be placed in the personnel file. If the employee still has concerns, they may discuss it with Human Resources within 15 days. Performance reviews are not subject to the grievance procedure. Performance reviews are considered confidential and will be handled accordingly.

Article 12. DISCIPLINE AND DISCHARGE

A. There shall be no discipline or dismissal other than for just cause; except that employees on probation under Article 10 of this agreement are "at will" until the conclusion of their probationary period and any extension thereof.

B. Probationary employees are not eligible to use the Grievance Procedure regarding any discipline or discharge during their probationary period or extension thereof.

C. Employees will be provided with a copy of any written discipline such as a written warning which will state the reasons for the discipline at the time the discipline is issued.

D. Disciplinary action can be taken no later than 2 months after the date MOCA becomes aware of the occurrence which is giving rise to discipline.

E. MOCA will generally use a system of progressive discipline unless circumstances warrant immediately issuing more severe discipline, up to and including discharge. Circumstances involving theft, possession of illegal drugs, illegal or dangerous substances or items, intoxication by drugs or alcohol, job abandonment, acts or threats of violence, harassment or other violation of MOCA's non-discrimination policy, or other similar conduct may be grounds for advancing discipline.

F. Forms of progressive discipline at MOCA include verbal warning, written warning, final written warning, suspension, and termination.

G. An employee's signature on a disciplinary document does not signify agreement, only acknowledgement of receipt.

H. Employees will be accorded their Weingarten rights as specified in the Grievance and Arbitration Article of this Agreement.

Article 13. GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. A Grievance is a complaint or dispute concerning any matter related to an employee who has completed his or her probationary period's employment with MOCA. When a grievance arises, the employee, or the employee and their representative, may present such grievance without fear of reprisal, discrimination, or disciplinary action. Any dispute between bargaining unit employees who have completed their probationary period and MOCA may be resolved using the grievance procedure outlined in this article.

2. Business Day means any day on which MOCA is open to the public and the business offices are open.

B. Union Representation

1. If a meeting with management could potentially lead to any disciplinary and/or corrective documentation, an employee will have a right to a representative of their choosing. MOCA will notify employees of their right to a representative prior to commencement of such meeting. If a representative of the employees choosing is not available within 24 hours (excluding holidays and weekends) the meeting will be rescheduled to allow for representative to be present. Weingarten rights apply, and representatives are there for the sole purpose of listening, may not take part, object, or delay the process. Should that be an issue that person may be asked to leave the meeting.

C. General Provisions

1. Timelines included in this article may be waived by mutual agreement, in writing, between MOCA and the Union. If timelines are not waived and a grievance response is not provided within designated timeframe, failure by MOCA to respond within the designated time frame will be considered a denial and the grievance may continue to the next step. MOCA reserves the option to an extension of up to 30 days, based on ability to investigate matters and availability of participants.

2. MOCA and the Union may agree in writing to waive any level of grievance procedure and proceed to next level of the grievance procedure including level 3. Both parties will work in good faith to schedule grievance meetings in a timely manner.

3. Bargaining unit members may request unpaid release time to attend grievance meetings or negotiations, which shall not be unreasonably denied.

D. Grievance Procedure

1. Level One

The grievant, steward, and/or union representative shall submit grievances in writing to your immediate supervisor and/or department head within 30 business days from when the grievant knew of the incident giving rise to the grievance. Any grievance not raised within this time

period shall be waived. The grievance must state clearly and concisely all the known facts related to your grievance, including “who, what, where, when and the why.” Clearly explain why you disagree with the act or omission that forms the basis for the grievance the provision violated, and remedy requested. A meeting between the grievant’s immediate supervisor will be scheduled within 15 business days of submission of grievance, unless waived by MOCA and the Union. MOCA will provide a written response to employee within 10 business days of level one grievance meeting. If grievance is denied, a basis for denial will be included in response. Upon receipt of response, the grievant may appeal level one decision by submitting written notice to Director of Human Resources within 10 business days.

2. Level Two

Within 15 business days of submission of appeal of a level one decision, a meeting will be scheduled between grievant, steward, and/or union representative and Director of Human Resources or his/her designee for purpose of resolving the grievance. MOCA will provide a written response to employee within 15 business days of level two grievance meeting. If grievance is denied, a basis for denial will be included in response. Upon receipt of response, grievant may appeal level two decision by submitting written notice to Director of Human Resources within 10 business days.

3. Level Three

Within 15 business days of submission of appeal to a level two decision, a meeting will be scheduled between grievant, steward, and/or union representative, Chief People and Culture Officer and a member of the Senior Leadership Team who is not associated with the department of the complainant or their designee for purpose of resolving grievance. MOCA will provide a written response to employee within 15 business days of a level three grievance meeting. If grievance is denied, a basis for denial will be included in response. Upon receipt of response, grievant may submit grievance to arbitration as governed by Section 4 of this Article, within 30 business days.

E. Arbitration Procedure

Within 30 business days of MOCA’s receipt of the Union's request to proceed to arbitration. MOCA and the Union shall attempt to select an arbitrator through an alternate striking procedure from a panel of five arbitrators who are members of the National Academy of Arbitrators obtained from the Federal Mediation and Conciliation Service (FMCS). Either the Employer or the Union may ask the FMCS for a second panel and the arbitrator shall be chosen by striking from the second panel. The arbitrator shall render a decision within thirty (30) days from the time the matter stands submitted. The decision of the arbitrator shall be in writing and the decision is to be final and binding. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement. All fees or expenses of arbitration, including, without limitation, the arbitrator’s fees and expenses, and rental of venue for the arbitration, if necessary, shall be borne equally by the parties.

4. F. Expediated Arbitration

Upon mutual agreement of MOCA and the Union, a grievance may be submitted to expedited arbitration the terms of which shall be agreed by the parties.

G. Statutory Complaints

If a bargaining unit member or the Union contends that non-waivable statutory discrimination, harassment or retaliation has occurred, such claims may be adjusted in accordance with Article 9 (Grievance and Arbitration) up to Step 3. Based on applicable law, claims of non-waivable statutory discrimination, harassment or retaliation are not automatically submitted to arbitration. However, the parties recognize that arbitration may be a faster and less expensive means of resolving disputes than civil litigation. Therefore, the Union may, at the request of an employee, represent an employee in binding arbitration in accordance with this Article. The Employer shall agree to be bound by such selection of binding arbitration in lieu of litigation. Any such arbitration will provide the same remedies as civil litigation and shall be held in accordance with the California Supreme Court decision in *Armendariz* or applicable Supreme Court law, which provide for procedural due process in connection with such arbitration. If the bargaining unit member or the Union chooses to pursue binding arbitration in lieu of litigation as outlined in this section, the deadline to make such election shall be within 30 days following Step 3 in accordance with this Article. Absent such election, the employee retains all rights and duties to move forward with civil litigation for non-waivable statutory discrimination, harassment, or retaliation claims.

Article 14. EMPLOYEE STATUS

A. Full-time Employees – Employees working on average 30 hours or more per week are considered regular full-time employees.

B. Part-time Employees – Employees working on average 20 to 30 hours per week are considered regular part-time employees. Employees working less than 20 hours per week are considered part-time employees.

C. Temporary Employees – Employees who are hired on a temporary basis to work on specific projects based on exhibition schedules and staffing needs are considered temporary employees. Currently, temporary employees work in exhibitions and the audio/visual departments. Temporary employees will be removed from the payroll system if they do not work during the preceding 12 months.

Article 15. SCHEDULING

MOCA will endeavor to schedule staff as far in advance as possible, based on employee availability, museum needs, and the terms of this agreement. Failure to show up for scheduled shifts creates a hardship for MOCA and other employees. Employees are responsible for working their scheduled shifts and unexcused absences are subject to the provisions of Article 12 Discipline and Discharge. Cancellation of work shall adhere to California employment statutes. Because of the nature of museum operations schedules will include weekends, holidays and evenings. Specific scheduling practices vary by department, as follows:

Exhibition Production and A/V Technical

Assignments in these departments are normally project based and may be affected by delivery and scheduling matters beyond MOCA's control. Barring unforeseen circumstances, MOCA will schedule employees a minimum of two weeks in advance. Changes to this schedule, including opportunities to work additional shifts, or the reduction of scheduled hours will be communicated to employees as soon as they are determined by MOCA.

Visitor Engagement, Retail and Talking Tours Educators

Barring unforeseen circumstances, MOCA will schedule employees for regular shifts to staff the museum during public hours three weeks in advance. Employees must communicate to MOCA their availability to work regular shifts no less than two weeks prior to the schedule's release date. Changes to the regular schedule, including events not included in the initially released schedule—such as specially scheduled tours, media and rental events, performances, and public programs—shall be assigned to employees by seniority and as their availability indicates no less than two weeks in advance. Should an event be scheduled less than two weeks in advance, opportunities to work additional shifts shall be offered to all employees in the affected classification and if more employees than the required number volunteer, employees will be selected based on seniority. Reduction of scheduled hours will be communicated to employees as soon as such scheduling changes are determined necessary by MOCA. For Talking Tour Educators, program planning and debriefing meetings shall be scheduled taking into consideration the employees' availability.

CAS and Sunday Studio/For Families Educators

Barring unforeseen circumstances, MOCA will schedule educators for tours and teacher professional development events a minimum of three weeks in advance. Cancelled tours shall be rescheduled or replaced with other work assignments so that educators maintain a minimum of 12 hours per week absent unusual circumstances. Changes to this regular schedule, including opportunities to work additional shifts for events such as specially scheduled tours, special events, and public programs shall be communicated to employees as soon as they are scheduled by MOCA to all employees in the affected classification and if more employees than the required number volunteer, employees will be selected based on seniority. Program planning and debriefing meetings shall be scheduled taking into consideration employee availability.

Article 16. POSTING OF JOB OPENINGS

Job announcements will be offered internally for 5 business days prior to being posted publicly to allow current employees opportunity to apply. Internal applicants will be given priority in hiring based on qualifications and MOCA seniority where MOCA determines that qualifications are equal. Eligible employees on layoff status will be provided notice of open positions in accordance with Article 20 Reduction in Force and applicable law. For 6 months following a lay-off MOCA will not hire external applicants for positions that have bargaining unit employees on layoff status until all laid off employees have received offers to return to work in the position held prior to layoff. This does not guarantee the same shift, number of hours or recall to a different position.

Article 17. SENIORITY

A. Definitions: There are various types of seniority at MOCA. Different types of seniority are used for different purposes and are defined below.

MOCA Seniority: Is defined as the length of the employee's continuous service with MOCA.

Departmental Seniority: Is defined as seniority within the employee's current department.

Position Seniority: Is defined as seniority in the employee's current position. Temporary, Part-time, and Full-time are considered three separate types of seniority.

B. Employees on authorized leaves of absence will maintain seniority from the date they went on leave but will not accrue seniority during the leave.

C. If there is a separation from employment for any reason other than a discharge for cause a regular full-time or part-time employee will maintain their MOCA and Position seniority if they return to MOCA within 60 days following separation from employment. Temporary employees will maintain their Position Seniority for 6 months following separation. This provision will only apply for one such separation. An employee who does not have recall rights, such as an employee subject to a reduction in force, are required to reapply, interview and be selected for the open position.

D. Temporary, Part-time, and full-time employees are considered three different positions even if they share the same title. Scheduling for shifts will be based first on availability to accommodate an employee's current schedules and scheduling constraints. If two or more employees have the same availability, the employee with the most Position Seniority will receive the requested shift(s).

E. Scheduling of time off for vacation and holidays is based on MOCA Seniority. Requests should be submitted 30 days in advance through MOCA's HRIS platform (currently Paycom), absent exigent circumstances or an emergency. If two employees request the same dates the person with the most MOCA Seniority will receive the requested time off.

F. In instances where Position or Departmental Seniority is equal between two employees, MOCA Seniority shall prevail. In instances where MOCA Seniority is equal, a coin shall be flipped by a representative of the HR Department to determine which employee will be considered to have greater seniority.

Article 18. PROMOTION AND ADVANCEMENT

1. MOCA has been evaluating and continues to evaluate its staffing needs, creating non-temporary full and part-time positions when possible. MOCA will continue to attempt to maximize full-time work opportunities.

2. Employees will be promoted to a higher-level position within their department when MOCA determines that they have the experience and skills to perform at a higher level and a position in the higher classification is available.

3. After a minimum of one year of service as a MOCA Gallery Attendant I, and by meeting the following requirements, employees in the Gallery Attendant I classification will be eligible for promotion to Gallery Attendant II, provided that the number of GA II's does not exceed 30% of the total Gallery Attendant staff and a position is available:

- a. no prior written warnings in the prior year;
- b. demonstrated skill at adapting their execution of visitor engagement priorities to new circumstances, including changing exhibitions, free and paid admission contexts, and shifting public health guidelines; and
- c. demonstrated ability to engage visitors in experiencing contemporary art while protecting art objects.

4. After employees in CAS educator classification meet the following requirements, and as budgets permit, CAS Educators will be promoted to Senior Educator:

- a. a minimum of one year of teaching students using Visual Thinking Strategies and completion of a minimum of three Visual Thinking Strategies practicums;
- b. experience co-coaching teachers with an experienced educator;
- c. demonstrated leadership among CAS Educators; and
- d. a satisfactory review by program managers.

Article 19. TRAINING

A. All Gallery Attendants will be trained, and expected to perform as scheduled, in box office functions, art protection, visitor engagement and membership sales. In order to ensure that Gallery Attendants are prepared to discuss the major themes and key artworks on view, training will include any and all of the following types of activities: curatorial preview presentations, curatorial walkthroughs, preparatory readings, group discussions, and written reflections. Gallery Attendants may be asked to demonstrate their grasp of major themes and key artworks in written or verbal form. MOCA is committed to providing adequate training opportunities for all Gallery Attendants. Training will not necessarily occur during pre-shift check-ins. MOCA may adjust shift times to reduce or eliminate pre-shift check-in times and provide training at other times or through other methods.

B. Educators with fluency in languages other than English, who are scheduled to provide tours in those languages, will be compensated for additional hours to create tour outlines in the second language. Normally these hours should not exceed half the hours allocated for preparing English language tour outlines. This same process will also be applied for tours for those with visual impairments or low vision, if offered by MOCA. Professional development for all educators will be provided as necessary.

C. For all other positions, MOCA will schedule training as necessary.

Other professional development opportunities may be available upon request to supervisors. Topics will be relevant to the job position may include but are not limited to the following:

Exhibitions

Woodshop

Forklift Certification

Design Software

Scissor and Aerial Lift Certification

Audio/Visual

Certified Technology Specialist (CTS)

Digital Signage Experts Group (DSCE)

Cisco Certified Network Associate (CCNA)

Certified Audio Visual Solutions Provider (CAVSP)

Crestron Certification/Training

Audio Engineering Certification/Training

Dante Certification/Training

Digital Projection Certification/Training

Solder Certification/Training

Scissor and Aerial Lift Certification

Communications

Digital Project Management

UX design

Production Management

D. Training will be provided for employees who will be expected to use new equipment. Such employees will be trained as soon as practicable but not later than 30 days following the introduction of such equipment.

Article 20. REDUCTION IN FORCE

A. A reduction in force or layoff is where MOCA decides to reduce or is forced to reduce its current workforce. It does not apply to a situation where a temporary employee is hired on a project basis and the project ends. It would apply to temporary employees where a project is stopped before completion due to something like a pandemic. With respect to any layoff or reduction in force where notice of a particular amount of time is required by any federal or state WARN Act or other applicable law, MOCA will provide notice to employees regarding layoffs and reduction in force in accordance with applicable local, state, and federal laws. For any reduction in force that does not meet the requirements of any such statute or law or is not caused by unforeseen events such as a pandemic or natural disaster, MOCA will provide written notice to the Union no later than 14 days in advance of the reduction and will bargain with the Union concerning the effects of the reduction. MOCA will provide a response to any reasonable information request related to a reduction in force within 7 days.

B. Reductions in Force or Layoffs for positions which have both full and part-time employees will be done by Position Seniority starting with part-time employees except that MOCA will have the right to exempt certain employees, who in its discretion have unique or particular qualifications as follows:

1. For positions with less than 10 employees MOCA can exempt one employee from the reduction in force regardless of seniority.
2. For positions with more than 10 employees MOCA can exempt one employee for every 10 employees regardless of seniority. Numerical rounding up will be used so, for example if there are 6 employees in a position MOCA could exempt 2 employees.

C. Laid-off employees will be eligible for recall for a period of 6 months. The recall will be based on Position Seniority. The employee will be notified of an opening not less than 10 days prior to the recall date by email and will have 5 days in which to respond by email as to whether they wish to be recalled. Employees who have been laid off must provide any changes in their email address to MOCA during any recall period. Employees may make inquiries regarding specifics of the recall to MOCA within the time frame provided for response. MOCA is committed to providing a prompt response to any inquiries.

Article 21. HEALTH AND SAFETY

- A. MOCA will provide a safe and healthful workplace.
- B. Within one month of date of hire and at least one time per year thereafter, all employees will receive training on emergency and security protocols at each MOCA facility where they are assigned. The training will include procedures for evacuation and reporting of incidents.
- C. MOCA will promptly notify the Union of any incidents occurring at MOCA facilities that MOCA determines may impact the safety, security, and health of employees.
- D. Any employee who suffers a reaction to any material used in connection with their job should alert their supervisor and appropriate steps will be taken depending on the circumstance. In cases of injury or severe reaction resulting from an employee performing their assigned job duties, such as burns or exposure to dangerous chemicals and/or substances which prevent an employee from completing their scheduled shift and/or requires the employee to seek medical attention. The employee must notify their supervisor and Human Resources of the workplace injury and MOCA will pay the employee for the remainder of their scheduled shift. If an employee is disabled as the result of the reaction or condition reasonable accommodations will be made as appropriate.
- E. Gallery Posts for employees in Visitor Engagement will be rotated every hour. If an employee has a concern about a particular artwork, they should discuss it with their supervisor and a reasonable accommodation will be determined on a case-by-case basis as soon as practicable after being brought to the supervisor's attention.
- F. First Aid Kits are available at all MOCA facilities. First Aid kits should be used for first aid only. Employees may not remove medicines from the First Aid kit to take home.
- G. The Employer will comply with all applicable laws concerning seating. Visitor Engagement employees may use seating provided by MOCA so long as it does not interfere with the performance of their duties. For example, employees must stand and approach any visitor who gets too close to a work of art or attempts to touch an artwork. Also, employees should normally stand when speaking to a visitor about a work of art.

Article 22. NATURAL DISASTERS OR INCLEMENT WEATHER

In cases where government-declared emergency, extraordinary inclement weather, and/or unforeseen natural disasters such as fires, earthquakes and floods require MOCA to delay opening, stay closed on a day on which it would regularly be open, and/or close early, employees will be notified by their supervisor, or other management personnel. In the event MOCA facilities are closed by MOCA or the government, employees will be paid for their scheduled hours on the first day of the closure. If MOCA is closed for more than one day employees will not be paid for subsequent days of the closure. If MOCA is open, but extraordinary inclement weather (as determined by MOCA) and/or unforeseen natural disasters prevent or delay an employee's arrival to begin their shift, the absence will be charged to (1) paid time off or (2) unpaid time off, in that order. Employees will not be penalized for attendance issues associated with extraordinary inclement weather and unforeseen natural disasters. When severe weather develops or is anticipated during the day and a decision is made by MOCA to close before the scheduled end of the business day, employees will be compensated as if they had worked to the end of their regularly scheduled hours for that day. If an employee elects to leave prior to the time MOCA closes, the employee will be required to use paid time off in an amount equal to the number of hours between the time they left and the time the office closed.

Article 23. BREAK ROOMS AND REST AREAS

A. MOCA will maintain break rooms at all facilities for use by all employees. Break rooms will not be used by the public.

B. All breakrooms will have:

1. Hot and cold drinking water
2. Sink
3. Microwave
4. Refrigerator
5. Stocked first aid kit
6. Seating appropriate for the size of the room
7. Table space appropriate for the size of the room

C. Soap, paper towels, tissues, hand sanitizer, and gloves. MOCA will provide 2 reusable masks per employee or 1 N95 mask per shift for employees working on assignments where MOCA has determined that such masks are required for safety. It is the employee's responsibility to launder and maintain their reusable masks.

D. Employees will be allowed 15 minutes for rest breaks in order to have adequate time to travel to break rooms.

E. All employees will be provided with lockers in an area not used by the public. Employees are responsible for providing locks for the lockers and removing them at the end of the shift.

F. Break rooms will be accessible to employees with disabilities.

Article 24. LACTATION

MOCA supports the legal right and necessity of employees who choose to breastfeed to express milk in the workplace. Employees will be permitted to take unpaid break time to express breast milk as needed for their infant child. Whenever possible such break time shall run concurrently with employees' regular breaks. MOCA will make reasonable efforts to find a location in close proximity to the lactating employees' work area. The time used to travel to and from the employee's work area to the private space provided must not be included in the calculation of time used for the expression of breast milk and travel time would be paid time. MOCA will provide a private, sanitary space for expressing breast milk. This space will be free of intrusion by co-workers and the public. The space will be equipped with an electrical outlet and comfortable seating and be in close proximity to a water supply. Lactating employees are permitted to store breast milk in refrigerator and freezer units already otherwise provided to employees by the MOCA for the storage of food. Employees will not be disciplined, discharged or in any other manner discriminated against in exercising their rights under this policy.

Article 25. LIBRARY AND ACCESS TO MEDIA

A. Provided that the MOCA library is open and accessible, all employees including bargaining unit employees will have access to the library during designated hours or by appointment if an appointment system is established. The library is non-circulating and contains archival materials. Therefore, once the library is open and operational employees may use the library to research and review the materials i in accordance with MOCA policies and procedures for all employees and which will be subject to a meet and confer process with the Union.

B. Once the library is open and operational, information concerning the library, access and policies will be published and available to all employees. As budget allows, MOCA will designate a staff member who will be available to address library related queries.

Article 26. STAFF MEETINGS

A. All active bargaining unit employees will be notified of regular Staff Meetings at least one week in advance whenever possible. All parties recognize that there may be occasions where meetings will be noticed on less notice due for example, to exigent circumstances. In such situations, MOCA will endeavor to give as much notice as possible. For regular Staff meetings a draft agenda will be posted. However, the agenda is subject to change as necessary and changes to the agenda will be announced at the start of the Staff meeting.

B. MOCA will schedule Staff Meetings during working hours at times generally accessible to all active MOCA bargaining unit employees such as before opening hours.

C. Unless their availability or urgent duties prohibit it, all active MOCA bargaining unit employees will be scheduled for Staff Meetings and be permitted to attend while “on-the-clock.” If an active bargaining unit employee elects to come into work on a day off to attend a Staff Meeting the employee will be compensated for the time spent attending the meeting.

D. Agendas will be available upon request. If requested, a satellite meeting location will be set up at the Geffen for employees working at the Geffen.

Article 27. PARKING OR TRANSPORTATION

Employees will either receive free parking at approved lots on their scheduled workdays or pre-loaded TAP cards with round-trip fare based on their scheduled workdays. Employees will receive either parking or TAP cards but not both. All employees receive information about approved parking lots during the on-boarding process. If employees have any questions about the approved parking lots and procedures, they should consult with their supervisor. If an employee loses their parking card or TAP card, they are responsible for obtaining a replacement or refund at their cost.

If an employee wishes to switch from a TAP card to parking, they shall make a request to MOCA in writing and return their TAP card. The employee will be permitted to begin parking at approved lots once the request has been submitted. If an employee wishes to switch from parking to a TAP card, employee shall provide MOCA with 20 days' notice in writing. MOCA may provide a TAP card to the employee within the 20 days, subject to availability.

Article 28. DRESS CODE

1. EMPLOYEES SUBJECT TO A DRESS CODE

Gallery Attendants, Retail, Preparators and AV department employees are required to wear duty specific attire or footwear as described below. All other employees are required to wear clean clothing appropriate for a business setting or their specific job functions. The Employer will meet and confer with the Union prior to any changes to the dress code or uniform requirements.

2. JOB SPECIFIC ATTIRE

All Gallery Attendants are required to wear clean solid dark black clothing (no non-MOCA logos or patterns) which may include properly sized outerwear so long as their badge is visible at all times. Such clothing may not be revealing (for example no tank or cropped tops showing midriff, shorts or short skirts) and no unacceptable materials such as sequins, fringe, sheer or mesh fabrics that could get caught in ventilation or artwork. MOCA sweatshirts in colors other than black may be worn, however employees are not required to buy MOCA sweatshirts or other MOCA apparel. Black jeans are acceptable but like all other clothing must be dark black and may not be faded. Comfortable, closed-toed black shoes with covered heels suitable for long periods of standing are required.

3. SUBSTITUTIONS

Substituted elements of dress code will be considered on a case-by-case basis upon employee request. Employee requests will not be unreasonably denied by the Employer.

4. STIPENDS

During the term of this Agreement, MOCA will provide the following stipends for employees subject to the dress code.

MOCA shall provide GAs and Retail department employees with a one-time stipend of two hundred fifty dollars (\$250.00) to buy professional black clothing, workwear and/or footwear. MOCA shall provide Preparators and AV department employees two hundred fifty dollars (\$250.00) to purchase steel toed boots. Employees are only eligible to receive this stipend one time regardless of change in job classification, rehire or other factors.

The Stipends will be paid to existing eligible employees upon completion of 30 calendar days after ratification or for new employees hired in eligible classifications following successful completion of 30 calendar days of service.

5. SAFETY EQUIPMENT

Appropriately sized safety equipment necessary to perform an employee's job duties will be provided by the Employer including but not limited to gloves (nitrile and cut resistant), safety vests, eye protection, and hard hats. The Exhibition department shall also be provided coveralls

which may be used by employees for purposes of performing their job during the term of this Agreement. The coveralls are available for daily use from Production.

Article 29. JURY DUTY

Employees will receive up to 10 days paid time off for Jury Duty per year, but only for working days in which the employee was actually scheduled to work. To be eligible for pay, employees must notify the Employer within five (5) working days after receipt of notice of when they are called for jury duty. Jury duty pay is not intended to entitle affected employees to more pay than they would have otherwise received had the employee worked those days. In order to qualify for jury duty pay employees must submit proof of service for each day served. If employees are required to serve more than 10 days they will be granted an unpaid leave of absence for the balance of the employee's jury service.

Article 30. VACATIONS

A. Accrual

All full time employees are eligible to accrue vacation time based on continuous years of active service (not including leaves of absence of more than 30 days, furlough periods or other inactive periods) starting with their MOCA hire date as follows:

Years 0-2	4.04 hours per pay period, 105 hours/14 days per year;
Years 3-5	5.48 hours per pay period, 142.5hours/19 days per year;
6+ Years	6.93 hours per pay period, 180 hours/24 days per year.

B. All part-time and temporary employees who qualify under Section C of this Article are eligible to accrue vacation time based on continuous years of active service (not including leaves of absence of more than 30 days, furlough periods or for temporary employees periods of time not working or other inactive periods) based on their MOCA hire date as follows:

Years 0-2	.0539 vacation hours per one worked hour, to a maximum of 105 hours/14 days per year (accrual rate of one vacation hour for every 17.334 hours worked);
Years 3-5	.0731 vacation hours per one worked hour, to a maximum of 142.5 hours/ 19 days per year (accrual rate of one vacation hour for every 13.69 hours worked);
6+ Years	.0924 vacation hour per one worked hour, to a maximum of 180 hours/ 24 days per year (accrual rate of one vacation hours for every 10.4 hours worked).

Although full time, part-time employees begin accruing vacation time upon hire they are not eligible to take vacation time until after 90 days of service. Similarly, temporary employees will begin accruing in accordance with Section C. However they will not be able to take vacation time until after 90 days of the date they start accruing vacation.

C. After a temporary employee has worked 360 hours during the preceding 6 months, they will begin to accrue prorated vacation benefits on all subsequent hours worked at MOCA so long as they remain an active employee. Temporary employees will be moved from active to inactive status and removed from the payroll system if they do not perform any work during the preceding 12 months. At that time, they will receive any accrued but unused vacation pay. The move to inactive status will not affect eligibility for rehire and will be subject to Article 17 Seniority and Article 20 Reduction in Force.

D. The maximum unused vacation time that may be accrued at any time is 30 days or 225 hours. Vacation continues to accrue until it reaches this maximum cap, at which time benefits will cease to accrue. When sufficient vacation time is used to fall below the cap, accrual of new vacation time will resume the following pay period.

E. If a paid holiday(s) occurs during an employee's vacation, the employee shall not be charged vacation time for the holiday.

Article 31. HOLIDAYS AND RELIGIOUS OBSERVANCE

1. Regular Full-Time and Part-Time Employees with Fringe Benefits who have completed their 90-day probationary period will be eligible for holiday pay. Full-time employees with Fringe Benefits will receive 7.5 hours of holiday pay. Part-time employees with Fringe Benefits will receive 3.75 hours of holiday pay. Part-time employees must also have worked at least one scheduled day during the week in which the holiday falls in order to be eligible for holiday pay. If a holiday falls on a Saturday, then the holiday will be observed on the Friday prior to the holiday. If the holiday falls on a Sunday, then the holiday will be observed on the Monday after the holiday.

2. The following will be considered holidays for the purpose of Holiday Pay:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- The Friday following Thanksgiving
- Christmas Eve
- Christmas Day

3. Religious Observance - Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The Museum of Contemporary Art respects employees' religious beliefs, and therefore, will provide one (1) day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. This leave must be requested through the department manager two weeks prior to the event.

Article 32. SICK LEAVE

1. All bargaining unit employees are eligible to accrue paid sick leave benefits as follows: Sick pay will accrue at the rate of one hour per every 30 hours worked which may only be used for employee's own illness, preventive care, or to care for an ill family member which is defined as a child, spouse, registered domestic partner, parent, parent of a spouse or registered domestic partner, grandchild, grandparent, sibling, or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship (such as a close friend who is like family, a significant other, etc.) or as otherwise as specified by Federal, State or local law.

2. The maximum unused sick leave that may be accrued for bargaining unit employees is 14 days or 105 hours. Such sick leave will cease accruing when the applicable maximum is reached, and accrual will resume when a bargaining unit employee's accumulated, unused sick leave is reduced below the maximum.

3. Sick leave may be used in 2-hour increments. The Employer may require that an employee provides a doctor's note or other medical documentation after three (3) consecutive sick days.

4. Sick leave may be used for the purposes described in this Article while employed, it is not payable upon separation of employment.

Article 33. LEAVES OF ABSENCE

GENERAL LEAVE POLICY

MOCA will comply with all applicable leave laws in accordance with their terms. Below are general descriptions of the types of leave which MOCA currently provides. Employees should contact HR for more details concerning leaves of absence, eligibility and benefits. Employees who fail to return from a leave as scheduled or request and receive an extension of the leave period may be subject to discipline or considered to have abandoned their position.

PERSONAL LEAVE

Personal leave may be used for personal business that cannot be tended to during work hours. MOCA may grant a leave of absence without pay for personal reasons, if approved by the employee's supervisor and also approved by the Director of Human Resources. Whether a request for personal leave will be granted will be determined on a number of factors, including without limitation, the staffing requirements in the employee's department. The duration of the leave of absence is to be set by MOCA but will not normally exceed six months.

If an employee is unable to return from Personal Leave within the authorized time period, they should contact their immediate supervisor in writing as soon as possible prior to expiration of approved leave to request an extension of leave. MOCA may grant an extension of Personal Leave beyond the original time period approved.

Employees on personal leaves of absence will not be paid for holidays that occur during the absence, nor will the employee accrue vacation or sick leave while on a personal leave. Employee's health, life and long-term disability insurance provided by MOCA, and for which the employee is otherwise eligible, will continue under the same terms and conditions as if the employee had continued in his or her active employment but employee must arrange for payment of regular portion of benefits. Employees may use accrued vacation pay for Personal Leave.

VICTIM LEAVE

Any employee who is victim of domestic violence, sexual assault and/or stalking may take time off from work to obtain relief and help to ensure the health, safety, and/or welfare of themselves, the victim or their child. Employees may take time off for, but not limited to, the following purposes: Seek medical attention for related injuries, obtain services from a domestic violence shelter, program or rape crisis center, obtain psychological counseling, take actions, including relocation, to increase safety from future domestic violence, sexual assault, or stalking. Where feasible, the employee must give the employer reasonable notice of the intent to take time off for the reasons described above. Employees taking unscheduled leave for this purpose must provide a certification such as a police report, court order or certification from a medical professional or other documentation demonstrating need for such a leave, if feasible.

Any employee who is, or whose immediate family member is, a victim of a violent or serious felony (as defined under the California Penal Code), or felony theft or embezzlement will be given leave to attend judicial proceedings related to the crime, as long as the employee provides

a copy of the notice of each scheduled proceeding, where feasible. Where advance notice is not feasible, the employee must provide official documentation showing the judicial proceeding happened.

WITNESS LEAVE

Employees will be given unpaid time off to appear in court at the request of crime victims or their family members in accordance with applicable law. Employees will be given time off to appear in court to comply with a court order. This leave is not subject to accrual.

SCHOOL-RELATED PARENTAL LEAVE

Full-time employees will be permitted to take up to eight hours unpaid per month (pro-rated for part-time and temporary employees) totaling no more than 40 hours annually, to participate in activities of their child's school or licensed childcare provider including, but not limited to, finding or enrolling in school or childcare provider, emergencies at school or childcare provider, and/or disciplinary issues at school or childcare provider. Alternatively, employees may utilize accrued but unused vacation time for this purpose. Employees must provide documentation of their participation in activity requiring the absence upon request, whenever feasible. This leave is not subject to accrual.

VOLUNTEER EMERGENCY RESPONDER LEAVE

Employees may take unpaid leave or utilize accrued vacation time for emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue personnel. Up to 14 days unpaid leave for training may also be given. This leave is not subject to accrual and employees must provide documentation of their participation as a volunteer emergency responder.

FAMILY AND MEDICAL LEAVE AND PREGNANCY LEAVE

MOCA will comply with all applicable leave statutes. The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) combine to allow certain employees to take up to 12 weeks of unpaid leave in a 12-month period for the serious health conditions of the employee, or to care for the employee's spouse, domestic partner, child of any age (including the child of a domestic partner), parent, grandparent, grandchild, sibling, or covered military service member or other qualifying reason under the FMLA or CFRA including pregnancy (which is also covered under the Pregnancy Disability Act and may allow for up to 16 weeks of unpaid leave which runs concurrently with FMLA leave under certain circumstances) and baby bonding. To be eligible for leave, the employee has to have worked for MOCA for at least 12 months and must have worked for 1,250 hours in the 12 months before the start of the leave. To take family or medical leave employees must notify MOCA at least 30 days in advance or as soon as is feasible and provide all required certifications concerning the leave and upon return such as a fitness for duty examination. This leave is not subject to accrual and employees do not accrue sick or vacation time or holiday pay during the leave. Employees should contact HR concerning any questions regarding medical leaves.

At the discretion of the Employer, employees may be able to return from pregnancy or baby bonding leave on a part-time basis as a transition back to full-time work. During a family medical leave, health benefits will remain in force. The employee will be required to pay any costs that they would normally pay through payroll deduction. Employees may also be eligible to receive disability benefits from the State of California or the Social Security Administration during certain leaves.

BEREAVEMENT LEAVE POLICY

Employees will receive up to 5 days of paid time off in the event of the death of a member of their family. For the purposes of this article, family is defined as spouses, domestic partners, children, parents, parents-in-law, siblings, siblings-in-law, grandparents, aunts, uncles, in-laws or step relatives of domestic partners, grandchildren, any other person who is determined to have close enough association with employee to fall under this article. MOCA may require employees to provide documentation to support a request for bereavement leave. This leave is not subject to accrual.

VOTING

The Museum of Contemporary Art encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. The Museum of Contemporary Art, therefore, requests that employees schedule their voting for before or after their work shifts. If an employee anticipates they will not have sufficient time out of working hours to vote in an election, they should notify their supervisor as far as possible in advance so schedules can be adjusted. Employees will be provided as much time as needed to vote in elections.

UNION BUSINESS LEAVE

Employees will be eligible to take unpaid time off for union conventions and business in accordance with Article 5 Union Rights or may request an unpaid personal leave in accordance with this article for other Union Business. This leave is not subject to accrual.

MILITARY LEAVE

Employees serving in uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, state militia, Space Force, and Public Health Service Commissioned Corps, as well as the reserve components of each of these services, may take unpaid military leave of up to 17 days per year as needed, to enable them to fulfill their obligations as service members. Service members must provide written advance notice to MOCA unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees may use accrued vacation time for such leave. Employees may also apply for and use unpaid personal leave for military commitments.

MILITARY CAREGIVER LEAVE

FMLA allows eligible employees who are a spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of a recent veteran with a serious

illness or injury are allowed up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, employees should provide 30 days’ notice or as much as practicable before the commencement of any military caregiver leave.

QUALIFYING (MILITARY) EXIGENCY LEAVE

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee’s spouse, son, daughter, or parent is on (or has been notified of an impending call to) “covered active duty” in the Armed Forces. (“Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

PAID FAMILY LEAVE

In addition to family medical leave employees may also be eligible for paid family leave through the State of California. Paid Family Leave (PFL) is a wage replacement-only program to care for a family member or to bond with a new child. PFL is not paid for or administrated by the Company. PFL is administered by the State of California and does not provide job protection.

For employees with at least two (2) full years of service, who apply for and receive PFL, MOCA will pay the difference between the amount the eligible employee receives from the State of California for PFL and amount that the eligible employee would have received for their regularly scheduled hours at their current wage rate for up to 4 weeks. The employee must show proof of the amount received from the State. The paid supplemental leave shall be required to be taken within the same time period as their PFL. Before an eligible employee may receive this benefit from MOCA they must have exhausted all their accrued Vacation and Sick time.

SABBATICAL LEAVE

After every 5th full year of employment, bargaining unit employees shall be eligible for an unpaid Sabbatical leave of up to 3 months in duration. Sabbatical leave must be approved by the employee's supervisor and the Director of Human Resources and be taken for educational purposes. The employee must use their accrued vacation during the Sabbatical leave. Sabbaticals may not be taken in the 12 months following another leave absent unusual circumstances.

Employees on a Sabbatical will not accrue vacation or sick leave. Employee's health, life and long-term disability insurance provided by MOCA, and for which the employee is otherwise eligible, will continue under the same terms and conditions as if the employee had continued in his or her active employment, but the employee must arrange for the entire payment of benefits (i.e., both the employer's and the employee's share).

Article 34. HEALTH INSURANCE

A. Full Time Employees as defined in Article 14 Employee Status are eligible for medical, dental, vision, life, and short/long term disability insurance subject to premiums copays and other terms on the same basis as other full time MOCA employees who are eligible for insurance.

B. Regular Part Time Employees as defined in Article 14 Employee Status (average between 20-29 hours per week) will receive no receive health insurance or other insurance benefits during 2022 due to Plan restrictions. Beginning January 1, 2023, Regular part-time employees will be eligible to receive medical insurance through Kaiser Platinum 90 HMO or Kaiser Gold HMO. MOCA will pay 55% of the premium cost for individual coverage. The premium cost for each employee will be provided during open enrollment. Additional coverage for spouses, partners and children is also available at the employee's expense.

For calendar year 2024 MOCA will continue to provide medical insurance for Regular Part Time Employees through the Kaiser Platinum 90 HMO or Kaiser Gold HMO. MOCA will pay 55% of the premium cost for individual coverage. The premium cost for each employee will be provided during open enrollment. Additional coverage for spouses, partners and children is also available at the employee's expense

C. Temporary Employees are not eligible for medical benefits unless they are eligible under the Affordable Care Act during the applicable measuring period.

D. In the event that the Employer changes health insurance providers and/or plans, the Employer agrees to continue to offer health plans that are substantially similar to those currently provided. The Employer will provide at least 30 days advance notice to the Union if there are to be any changes in health benefit coverage.

E. The Employer will provide all bargaining unit employees who are eligible for medical benefits. the option to participate in the Flexible Spending Account (FSA) offered by the Employer.

Article 35. RETIREMENT/401K

All temporary, part-time and full-time bargaining unit employees shall be able to participate in the Employer's 401K Plan in accordance with its terms. MOCA may in future fiscal years provide a match for 401k contributions for all employees including bargaining unit employees if the budget permits. In the event that MOCA is able to provide a match it will notify the union as soon as it is able to do so.

Eligible employees including Temporary Employees shall be automatically enrolled in the 401K Plan on the first day after their first 30 days of employment in accordance with its terms during the term of this Agreement. Employees may opt-out of the 401K program in accordance with its terms. Information regarding participation in the 401K Plan including the procedure to opt-out will be included in the new employee on-boarding process.

Article 36. WAGES

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

Classification	Upon Ratification	Current Rate
Preparator 1 (Temporary)	\$23.03	\$21.23
Preparator 1 (Full Time)	\$25.02	\$23.38
Preparator 2 (Temporary)	\$25.02	New Role
Preparator 2 (Full Time)	\$27.00	New Role
Audio/Visual Tech 1	\$22.15	\$19.26
Audio/Visual Tech 2	\$23.32	\$20.29
Retail Operations Coordinator	\$21.51	\$20.10
Sales Associate	\$17.66	\$15.75
Webstore & Shipping Coordinator	\$19.26	\$18.00
Gallery Attendant 1	\$17.66	\$16.50
Gallery Attendant 2	\$18.19	\$17.00
Visitor Engagement Lead	\$19.80	\$18.50
Digital Producer	\$22.41	\$19.49
Senior Educator	\$24.61	\$23.00
Educator	\$21.94	\$20.50
Talking Tours	\$21.94	\$20.50
CAS	\$21.94	\$20.50
Lead Talking Tours Educator	\$26.75	\$25.00
Lead Senior Educator	\$26.75	\$25.00

2. On the first pay period following the first anniversary (2nd year) following ratification each employee shall receive a wage increase of 3.5% . On the second anniversary (third year) each employee shall receive a wage increase of 3.75%.

3. Nothing in this Agreement shall prohibit the Employer from paying above the wages rates provided for herein.

4. No employee shall suffer a reduction in their rate of pay as a result of a temporary assignment by the Employer to another classification with a lower wage rate.

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

6. If at any time during the term of this Agreement the Employer decides to create a new classification the parties shall meet and confer to discuss the job title, and duties of the position.

Article 37. NO STRIKES NO LOCKOUTS

The parties to this Agreement intend to provide a stabilized relationship and to ensure uninterrupted operations during the life of this Agreement. It is agreed that there shall be no strikes, lockouts, slow-downs, work stoppages, or other forms of job action by either party hereto or by any of the employees covered hereunder. 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.

Article 38. SUBCONTRACTING

The Employer may subcontract bargaining unit work as follows:

1. Services which have been subcontracted or outsourced in the past including specific services for which an artist or museum wishes to use its/their own personnel in connection with the loan of works or work which is associated with events such as installation and operation of equipment rented for such events; or
2. Work which requires expertise not held by bargaining unit members such as specific trade knowledge including electrical, and other construction trade work, theatrical lighting, stagehand or engineering work.

The Employer shall provide the Union with as much notice as practical, but no less than 15 days of bargaining unit jobs or duties to be subcontracted and the anticipated time period of any subcontract. Subcontracting shall not result in any bargaining unit employee losing their job or elimination of their position.

Article 39. CONFORMITY TO LAW

If any provision(s) of this agreement shall be found by the highest court to consider the provision to be illegal or otherwise unenforceable, such provision(s) shall become null and void, and the remainder of this agreement shall remain in full force and effect. The parties shall meet to negotiate a substitute provision to replace any such provision.

Article 40. NOTICES

All written notices provided for in this Agreement shall be deemed given when mailed by registered/certified mail or email addressed to the individuals in the following positions (unless the specific recipient of that notice has been established elsewhere in this Agreement). For the Union, notices shall be given to the President of AFSCME Local 126 or their designated representative from the bargaining unit and the current Business Representative of AFSCME District Council 36. For the Employer, notices shall be given to the Director of Human Resources or their designated representative. Each party shall also provide written notice to the other party within five (5) business days of any changes in contact information for the above-mentioned individuals.

Article 41. DURATION

This agreement shall be effective May 13, 2022 and shall remain in full force and effect through May 12, 2025 and shall thereafter be renewed automatically unless either party gives at least (90) ninety days written notice to the other party prior to expiration date if there is a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures this 21st day of November, 2022.

For the Museum
MUSEUM OF CONTEMPORARY ART,
LOS ANGELES

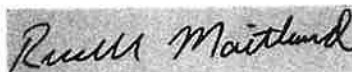


By: Johanna Burton
Its: Executive Director

For the Union
AFSCME LOCAL 126



By: Igor Kagan
Its: Chief Negotiator



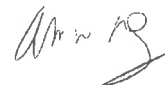
Russell Maitland
Chief Negotiator



Lauren Crow
Bargaining Committee



Ace Ubas
Bargaining Committee



Anna Marfleet
Bargaining Committee



Olivia Leiter
Bargaining Committee



Noel Mollinedo
Bargaining Committee

SIDE LETTER

PROMOTIONS AND ADVANCEMENT

On a non-precedent setting basis, MOCA will waive the 1-year requirement for promotion into a Gallery Attendant II classification and will promote 3 employees currently in Gallery Attendant I classification to Gallery Attendant II within 3 months. Such promotions will be based on performance reviews of each of the applicants for promotion.