SEIU Local 1021/CAWU and California Academy of Sciences
Tentative Agreement
February 20, 2025

Article 1 – Recognition

Section 1.

In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20-RC-318803, the Employer recognizes the Union as the exclusive representative for purposes of collective bargaining concerning wages, hours, and other conditions of employment for all full-time, regular part-time, on-call and temporary employees in the classifications and set forth in Appendix A employed by the Employer located at 55 Music Concourse Drive, San Francisco, California.

Section 2.

The following categories of employees will not be covered by this Agreement:
Confidential employees
Managers (as defined by the National Labor Relations Board)
Guards
Supervisors (as defined by the National Labor Relations Board)

Section 3. New Positions

The Parties agree that bargaining unit work consists of work customarily performed by employees in the classifications listed in Appendix A of this Agreement.

Should the Employer wish to create any new non-supervisory and/or non-confidential classification, the Employer shall notify the Union in writing at least thirty (30) calendar days before the new classification is established. The Notice shall include the job description and the Employer's proposal on whether the new classification should be included in the bargaining unit If the Employer is proposing to include the new position in the bargaining unit, it will also include the proposed salary grade and any terms of employment not otherwise covered in this Agreement. If the Employer proposes to exclude the position from the bargaining unit and subsequently agrees that it should be included, the Employer will provide the proposed salary grade and other terms upon making that agreement.

The Notice will be clearly marked: NEW CLASSIFICATION NOTICE.

The Union will have ten (10) business days from receipt of Notice from Employer to request to bargain over whether the new classification should be included in the bargaining unit

and/or to request to bargain over Employer's proposed wages, benefits and other terms and conditions of employment applicable to the new classification.

If a position is posted without notice to the Union that the Union believes should be part of the bargaining unit, the Union shall notify the Employer within fifteen (15) business days of the date of posting or the date when the Union would reasonably have been on notice of the posting. The Employer will have ten (10) business days to respond.

If the Union does not request to bargain within ten (10) business days from receipt of Notice, the Union will be deemed to have assented to the Employer's proposal.

If a dispute over inclusion of a new classification remains after the Parties have an opportunity to bargain for a period of no longer than twenty (20) business days after the Union's request, the dispute may be grieved directly at Step 3 and submitted to arbitration. If the Union fails to grieve within ninety (90)business days after its request to bargain, the Union will be deemed to have assented to the Employer's proposal.

In determining whether the new position should be included in the bargaining unit, the Arbitrator shall analyze whether a community of interest exists between the new position and factors such as existing bargaining unit positions based on job responsibilities, working conditions, and common concerns. If the Arbitrator finds that the new position falls into any of the categories set forth in Section 2, the position shall be excluded from the bargaining unit:

The Parties agree that disputes under this Article will be resolved by an arbitrator from the following panel, which will be revised promptly should the Parties learn that an arbitrator is no longer available: (1) Cheryl Stevens _____; (2) _Andrea Dooley_____; (3) Najeeb Khoury_____.