

California Academy of Sciences and

Cal Academy Workers United

**Management Counter-Proposal
February 13, 2025**

Mini-package Union Security, Management Rights, & Zipper Clause

Article 2 - Union Security

Section 1. Membership

It shall be a condition of employment that all employees of the Employer covered by this Agreement within 31 days of the execution of this Agreement or upon completion of the contractual Probationary Period, whichever occurs later, shall either (a) become and remain members of the Union in good standing, or (b) commence and continue payment to the Union of an equivalent service fee. Such service-fee payment shall not exceed the standard dues uniformly required of Union members for representation on matters of wages, hours, and other terms and conditions of employment. (Temporary employees are not required to pay equivalent fees unless and until they become regular employees.)

Section 2. Contact Information

On a monthly basis, the Employer will provide the Union with the following information of bargaining unit employees via email to data@seiu1021.org:

- Employee Number
- Legal Name
- Preferred Name (if applicable)
- Home Address
- Work Phone
- Home Phone
- Personal Cell Phone
- Work Email Address
- Personal Email Address
- Hire Date
- Birth Date
- Job Title

- Job Type (full-time, part-time, temporary, on-call, exempt or nonexempt, etc.)
- Pay Information
- Department
- Division
- Work Location Address

Section 3. Dues Deductions

The Employer shall deduct, during the period of this Agreement, from each unit member's wages the amount of Union dues and initiation fee, or equivalent service fees as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written authorization of such deductions. The Union will notify the Director of People Operations or designee in writing of the amount or the percentage required as a condition of employment. Such deductions will continue until revoked in writing by the employee. Any such authorization or revocation shall become effective as soon as practicable, but not later than the first payroll period of the month following receipt by the Employer of the authorization or revocation. The dues and fees deducted will be transmitted by the Employer to the Union within a reasonable time after the applicable payday, but in any case within two weeks.

Section 4. COPE Deduction

The Employer will deduct, during the period of this Agreement, contributions to the Committee on Political Education (COPE) for each employee who submits an appropriate payroll deduction authorization in writing. All of the provisions of Sections 3, 4, and 6 of this Article relating to authorization, effectiveness, revocation, transmittal, certification, and liability as they apply to the deduction of dues or equivalent service fees shall also apply to the deductions provided in this Section. Any payment of contributions to COPE shall not be a condition of employment.

Section 5. Separation for Noncompliance

No employee shall be separated for noncompliance with the provisions of this Article if the Employer has reasonable grounds for believing that the Union's request is for reasons other than the failure of the employee to remain in good standing. Good standing means tendering periodic dues uniformly required as a condition of membership in the Union, or alternatively to tender a service fee equivalent to those periodic dues, or alternatively to conform to the provisions of Section 3 of this Article.

Section 6. Indemnification

The Union agrees to indemnify and hold the Employer harmless for any and all claims, demands, suits, actions of any type, and any and all liability, monetary or legal, arising out of the Employer's

performance of its check-off obligation. The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union as provided. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee.

MANAGEMENT RIGHTS

Except as modified or restricted by this Agreement, all statutory and inherent managerial rights, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights:

- to reprimand, suspend, discharge, or otherwise discipline Employees for cause;
- to determine the number of Employees to be employed and to hire Employees, determine their qualifications, and assign, evaluate, and direct their work;
- to promote, demote for just cause, layoff, recall to work, except that decisions to lay off employees due to are subject to negotiations with the union over the effects;
- to set standards of productivity and/or the services to be rendered;
- to maintain the efficiency of the organization including to determine the methods, means, personnel, and facilities by which operations are conducted;
- to set the starting and quitting time of Employees, to determine the number of hours worked, the amount of overtime to be worked, if any, and the designation of the employees to work overtime (subject to the provisions of this Agreement);
- to close down, or relocate the Employer's departments or to expand, reduce, alter, combine, assign, or cease any job, department, operation, or service;
- to subcontract work based on the needs of the Employer, subject to the provisions of this Agreement;
- to control and regulate the use of facilities, equipment, and other property of the Employer;
- to introduce new or improved research, service, materials, and equipment;
- to introduce new or improved methods of evaluations of products, and services;
- to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- to recruit, utilize, and assign volunteers to assist and supplement the regular staff provided they do not displace or alter the status of bargaining unit employees.

The Employer's failure to exercise any right hereby reserved to it, or the Employer's exercise of any such right in a particular way, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement. In the event of the exercise of a management right that materially affects the wages, hours or other terms and conditions of employment of the bargaining unit, the Employer shall provide the Union with thirty (30) calendar days written notice, to the extent practicable, and if not, as much notice as possible, and provide the Union the opportunity to bargain

over the identified effects of the decision. Any such request to bargain over effects must be made within ten (10) days of the Employer's 30-day notice

ARTICLE _____ - Agreement

Section 1. Exclusivity

The Union acknowledges that, prior to executing this Agreement, it was afforded the opportunity to engage in negotiations over all mandatory subjects of bargaining and that this Agreement and its Appendices, are the exclusive record between the parties on all matters of wages, hours, and other terms and conditions of employment. Therefore, each party waives the right to further negotiations on any subject or matter covered or not covered under this Agreement during the term hereof, except as subject to the provisions of Section 2, below. Further, nothing in this Agreement shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly set forth in the Agreement; nor shall either party be deemed to have agreed to have promised to do or refrain from doing anything unless this Agreement explicitly sets forth such an agreement or promise. This Agreement supersedes any prior agreement, whether oral, written, or implied, concerning wages, hours, or working conditions of employees covered by this Agreement.

Section 2. Amendment

Subject to the provisions of Section 1 of this Article, the parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modification or amendment shall be of no force or effect.