

AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73



And

**THE DUSABLE MUSEUM OF AFRICAN AMERICAN
HISTORY**



May 1, 2018 thru April 30, 2020

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AGREEMENT

This Agreement is made and entered into on May 1, 2018 by and between The DuSable Museum of African-American History (hereinafter referred to as the "Museum") and The Service Employees International Union Local 73 (hereinafter referred to as the "Union").

PREAMBLE

The Museum and the Union recognize that they have a common responsibility to work together to promote a professional working environment in which the parties treat each other with dignity and respect and assure efficient operations, to serve the needs of the public and its employees alike.

The parties agree that it has been and will be their mutual aim to promote harmonious and effective employee-management cooperation; fair and reasonable working conditions; effective methods for the prompt adjustment of differences, misunderstandings, and disputes; and dignified and fair treatment of employees in the implementation of all policies and procedures. It is the intent of both parties that all discussions and conferences will be done in an atmosphere of good faith, confidence and mutual respect.

ARTICLE 1: MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the Museum reserves the sole right and authority to manage the Museum, including but not limited to the rights to: determine its mission, policies and budget; determine the standards of service offered to the public; direct, plan and control Museum operations; determine the methods, means and number of personnel needed to carry out the Museum's mission; direct the work forces; establish and change work schedules and duties; hire, transfer and promote employees; discipline or discharge employees for just cause; relieve employees because of lack of work, lack of funds, reorganizations or for other reasons that promote efficiency of the operations; and introduce new and improved operating methods, equipment or facilities.

ARTICLE 2: RECOGNITION

Section 2.1: Description of Unit

The Museum recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rate of pay, wages, hours and other terms and conditions of employment of the Museums current and future full and regular part-time employees in the job classifications: Building Services Attendant I (formerly Maintenance I), Building Services Attendant II (formerly Maintenance II), Store Clerk – Weekend (formerly Museum Clerk-Weekend), Store Clerk- Weekday (formerly Museum Clerk-Weekday), Receptionist, Theater Technicians I, Theater Technicians II, Theater Technicians III, Security Officer and Security Supervisor.

This recognition does not include: Building Services Manager, Theater Manager; President/CEO, Chief Operating Officer, Chief Financial Officer, Administrative Managing Director, Director of

Development, Director of Education, Chief of Curator, Executive Assistant to the President/CEO (formally Special Assistant to the President/Store Manager), Gift Shop Manager, Security Manager (formally Security Liaison), Director of Theater and Facilities Rentals (formally Theater Director), Docents, Interns, Volunteers, Consultant, Head of Collections and Registration, Senior Accountant (formally Finance Office Staff), Media Manager, Director of External Affairs, Registrar, Senior Preparatory, Assistant Security Manager, Payroll and HR Manager, Manager of Corporate & Foundation Giving, Manager of Annual Giving and Membership; and any other job title within the Museum or supervisors as defined by the National Labor Relations Act.

If the Museum reclassifies titles or categories of positions or employs a new title or category of position and the parties mutually agree that such a position has community of interest with employees in the existing bargaining unit, employees in such new title or category of position shall be included within the existing bargaining unit. Nothing contained herein shall be construed as permitting the Museum to diminish the bargaining unit by transferring operations and the job classifications working therein and covered by this Agreement out of the bargaining unit. It is not the Employer's policy to establish jobs or job titles for the purpose of excluding employees covered by this Agreement from the bargaining unit.

A dispute as to whether or not a variation in the duties of job content of an existing job classification is such as to create a distinctly new classification or a dispute as to whether or not the new classification falls within the bargaining unit shall be subject to final determination through the grievance and arbitration procedure or as otherwise agreed by mutual agreement of the parties.

Section 2.2: Exclusions of Titles

The parties mutually agree that the following titles will be excluded from the recognition clause of the current agreement: Founder Secretary, Data Base Processor, Admissions Clerk; Senior Theater Technicians I, Maintenance Assistant, Switch Board/ Data Entry Clerk, Advance Theater Technicians III, Secretary Curator, Curator Assistant, Secretary to Chief Creator.

The parties mutually agree that in the event that a title contained in recognition clause has not been filled for over 5 years, it will be eliminated from recognition clause, but not from the bargaining unit. If the title or substantially equivalent job is subsequently resurrected and or renamed, it is understood that such title or job will be a part of the historical bargaining unit provided the duties are substantially the same as the former title.

Section 2.3: Job Descriptions

Upon hire, the Museum will provide each employee with a copy of the official job description for their job title. The Museum will notify the Union within thirty (30) days of any change in job titles covered by this Agreement. If the Museum makes any changes in the official job description, it will discuss such changes with the Union prior to effectuating such changes. If the

Museum changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title.

Section 2.4: Working Out of Classification

If for any reason, bargaining unit employees are directed or permitted to perform in a higher paid classification for more than a substantial amount of time, the bargaining unit employee shall be paid the higher rate until such time that they are returned to their regular duties. An example of substantial time is a person who works out of classification three and half (3.5) hours a day for three (3) consecutive days.

Section 2.5: Transfers

The Parties agree that if a part-time employee is working in a vacant fulltime position for thirty (30) consecutive workdays that employee shall be assigned to that vacant position permanently.

Section 2.6: Classification Audit

The Employer will audit an employee's classification upon written request from the individual to the immediate supervisor. The response shall be provided with thirty (30) calendar days.

Section 2.7: Bargaining Unit Information

On a semi-annual basis, the Museum agrees to provide the Union with the names, job titles, personal phone number, work phone number, email, full address, work location, seniority date, and hours worked of all bargaining unit employees. The Museum shall provide the Union with electronic notification of any new hired employee within seven (7) days of the date of hire.

Section 2.8: New Employee Orientations

The Union shall be permitted to have a thirty (30) minute meeting with each newly hired bargaining unit employee during the workday.

Section 2.9: Probationary Period

The probationary period for all bargaining unit employees shall be ninety (90) calendar days from the start of their employment.

Section 2.10: Gender

Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

ARTICLES 3: UNION SECURITY AND DUES DEDUCTION

Section 3.1: Union Membership and Fair Share

All employees covered by this Agreement who are members of the Union shall be required as a condition of employment to pay Union dues and an initiation fee, if assessed. All other

employees covered by this Agreement must join the Union as a condition of employment, or must pay a fair share (not to exceed the amount of Union dues and initiation fees, if assessed) of the cost of negotiating and administering the provisions of this Agreement.

All other employees hired on or after the effective date of this Agreement, on the 31st day of employment, must join the Union or pay a fair share of the cost of negotiating and administering the provision of this Agreement.

Section 3.2: Dues Deduction

The Museum agrees that when a bargaining unit employee has signed a full dues authorization card and the Union has submitted same to the Museum, the Museum shall continue to deduct the dues. In the event the employee enters a non-union title, the union agrees to cease dues collection. The same shall apply to fair share fee payers who have deductions based upon their employment status. It is expressly understood and agreed that the Union is obligated to timely advise the Museum of changes in the amount of dues or fair share fee rates.

The Museum shall forward such amount to the union within ten (10) calendar days after the close of the pay period for which the deductions are made, together with a list of persons from whom they have been deducted and the amount deducted from each and; a list of persons who had authorized deductions and from who no deduction was made and the reason therefore.

With respect to any employees on whose behalf the Museum receives a written request from the Union stating the amount to be deducted, together with written authorization from the employee, the Museum shall deduct from the wages of the employee the regular monthly dues and/or financial obligations required. The Union shall notify the Museum by mail of the amounts of and/or financial obligation to be deducted.

Dues deduction shall be subject to the payroll procedures and payroll deduction priority procedures and exercised in accordance with existing law. If for any reason the Museum fails to make a deduction for any employee because of a priority established by law, the Museum will notify the Union at the time the deduction should have been transmitted. The Museum will also make that deduction from the employee's first pay in which no such deduction is normally scheduled. The Museum's obligation for the deduction of Union dues shall not exceed this requirement.

Section 3.3: Union Maintenance

This authorization shall be effective and irrevocable for a period of one (1) year from the date of execution or until the termination date of the Collective Bargaining Agreement whichever occurs sooner, and from year to year thereafter, unless not less than thirty (30) days and not more than forty-five (45) days prior to the end of any yearly period the employee gives the Union and the Museum signed, written notice of revocation via U.S. mail.

Section 3.4: COPE Deduction

The Museum agrees to deduct and transmit to SEIU COPE such sum from the wages of employees who voluntarily authorize such deduction on the form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the names of the employees from whom such deductions have been made and the amount deducted for each employee.

However, an employee may request termination of the deduction in its entirety, in writing at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employees' dues.

Section 3.5: Indemnify

The Union shall indemnify and hold the Museum and its agents and employees harmless from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorney's fees and costs arising out of or by reason of any actions taken by the Museum for the purpose of complying with the above provisions of this Agreement, or in reliance on any lists, notice, certification or assignment furnished under any such provision.

Section 3.6: Union Membership Activity

The Employer recognizes and will not interfere with the rights of its employees to become members of the Union, and there shall be no discrimination, interference, restraint or retaliation by the Employer against any employee because of membership in the Union.

Section 3.7: Nondiscrimination

The Museum and the Union recognize their obligation to comply with all laws forbidding discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, or disability.

The Museum and the Union further recognize the legal obligation to prevent unlawful harassment based upon these categories. Each acknowledges the need for the Museum to enforce its prohibition of non-harassment using counseling, investigation and discipline up to and including termination from employment. Each employee is expected to review the policy and abide by its terms. Any employee who feels that the policy has been violated should immediately exhaust the internal remedies herein.

Discrimination prohibition also include discrimination on the bases of pregnancy, childbirth or related medical conditions. Further, it is agreed and understood that the Museum will take all necessary actions to comply with the Americans with Disability Act and the Family Medical Leave Act of 1993.

ARTICLE 4: VOLUNTEERS

The parties recognize that the Museum historically has used volunteers to perform numerous functions; nothing in this Agreement shall be construed to impede the Museum's use of volunteers. The Museum agrees that no regular full or part-time employees shall be laid off nor shall their hours be reduced because of work done by volunteers. No bargaining unit work shall be performed by a volunteer for more than twelve (12) calendar days in a calendar year.

ARTICLE 5: UNION ACTIVITY

Section 5.1: Union Access

The Union shall have the right to schedule meetings in the building before or after duty hours and during lunch time of bargaining unit members involved in matters concerning their employment, the provisions of this Agreement and for the conduct of Union business; provided said meeting does not interfere with museum events or activities previously scheduled prior to the 24-hour notification given to the Museum by the Union.

Section 5.2: Union Steward

A Union steward is a bargaining unit member who is a Museum employee who is designated pursuant to Union procedures. The Stewards responsibility shall be determined by the Union for the purpose of assisting bargaining unit employees from their areas of jurisdiction in processing grievances in accordance with the terms and procedures of this Agreement. The Union Steward or Union Representative shall have reasonable access to all official files and or records, legally permissible.

Stewards who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action.

The Museum shall permit each Steward a reasonable amount of duty time without any loss of pay to process grievances and consult with the appropriate supervisors and management officials.

The Steward shall, process grievances with proper regard for the Museum's operational needs, and shall, in good faith, cooperate with the Museum in keeping grievance time to a minimum.

Bargaining unit employees shall have the right and shall be given reasonable amount of time to meet and confer with their designated Steward or Union Representative during on duty hours for the purpose of discussing any grievances or complaint or matters affecting their working conditions. The meeting to discuss the grievance or complaint will be held in private and in close proximity of the work area.

Stewards shall adhere to the following procedure in processing grievances:

1. Before leaving a work area to process a grievance, the Steward shall request permission to leave his/her work area from the immediate supervisor. He/she shall state the area of

the Museum to which he/she is going, the length of time needed for the meeting. The Steward will inform the immediate supervisor that they are back upon returning.

2. When a Steward enters a department or section supervised by a supervisor other than his/her own, he/her shall first report to the supervisor advising him/her of their presences as a steward along with the name of the employee with whom they wish to meet. Permission will be granted as long as the operational needs of the Museum are not disrupted, but shall not be unreasonably denied.

The Union shall furnish to the Museum the official list of Stewards and their current work location. A change in Steward shall be reported to the Human Resource Department in writing as soon as possible after the change has been effected.

Section 5.3: Bulletin Board

The Museum will permit the Union to post a bulletin board(s) on the premises for Union business. Such bulletin boards shall be used only for duly authorized:

- A. Union meeting notices;
- B. Union election notices;
- C. Notices of appointment to Union office;
- D. Notices of Union social affairs;
- E. Supplemental Agreements or Memoranda of Understanding executed by the parties hereto; and
- F. Notices of meetings under the grievance procedure.

No notice may contain anything political, controversial or critical of the Museum or of any employee or other person.

Section 5.4: Seminars, Conferences and Forums

The Museum agrees to consider written requests for Stewards to attend seminars, conferences and forums that are of mutual benefit to the Museum and the Union. Authorized absences not to exceed forty (40) hours for each Steward per calendar year. Such leave shall be unpaid by the Museum.

Section 5.5: Time Spent in Meetings

All time an employee spends in any meeting, at the direction of the Museum or as mutually agreed upon by the Museum and the Union, shall be paid for time spent at said meeting.

ARTICLE 6: HOURS OF WORK AND OVERTIME

Section 6.1: Normal Hours of Work

The normal workweek for regular full-time bargaining unit employees shall be Monday through Sunday with two (2) consecutive days off and shall consist of thirty-five (35) hours. Each workday shall be seven (7) hours, excluding a one (1) hour unpaid lunch period. All approved

worked hours during the normal workweek in which the employee works forty (40) hours or less, will be paid at the employee's straight- time hourly rate. Approved hours worked on the sixth (6th) (above 40 hours) shall be paid at time and one half of the employee's hourly rate, after 40 hours and all hours worked on the seventh (7th) consecutive day of work shall be paid double time at the hourly rate.

The parties agree that the Museum will establish two (2) full-time positions in the classification (Theater Technicians) during the term of the current Agreement. Upon the effective date of this agreement, the parties agree that one (1) full-time position will be available in the classification (Theater Technicians III). Effective May 1, 2019, the parties agree that one (1) full-time position will be available in the classification (Theater Technicians I, II, and or III) and at least two (2) full-time positions in the classification (Theater Technicians I, II, and III) shall be maintained thereafter.

Section 6.2: Part-Time Employees

Part-time employees work less than thirty-five (35) a week, but no less than 20 hours scheduled per week. However, part-time employees currently on the payroll shall not see their hours reduced from what they normally work over the course of the budget year.

Part-time employees who are working more than thirty (35) hours a week for a period of ten (10) consecutive weeks shall be deemed fulltime.

All part-time employees will be given a 30-minute unpaid lunch break, which shall be scheduled with their supervisor.

Section 6.3: Overtime Rotation

Any employee, who works authorized overtime, shall be compensated at the rate of time and one-half for each hour of overtime worked after forty (40) hours in a week. All overtime must be approved in advance by the Department Director. Overtime opportunities shall be made available to employees within a specific job classification as equitably as possible and rotated by seniority. The least senior employee may be required to work overtime if a sufficient number of senior employees choose not to work. No change should occur in an employee's regular hours to avoid paying overtime.

Section 6.4: Work Schedules

The shifts, workdays and hours to which employees are assigned shall be stated on a monthly work schedule. All hours and days worked shall be consecutive. Should it be necessary, in the interest of efficient operations, to establish schedules to depart from the normal workday or workweek, the Museum shall give written notice of change to the affected bargaining unit employee as far in advance as is reasonably possible, but not less than ten (10) days prior to the effective date of said change, in the event notice is not given within the timeframe an employee shall be paid for hours scheduled. The workweek for part-time employees shall be Monday

through Sunday with three (3) consecutive days off; in the event, extra shifts are, available employees shall rotate working available shifts based on seniority.

Section 6.5: Grace Period

An employee is not considered tardy until five (5) minutes after their scheduled start time.

Section 6.6: Call-in Pay

Employees who are called into work shall be paid a minimum of four (4) hours and the applicable overtime provisions be observed in the event the schedule time is changed and /or canceled except in emergency situations.

Section 6.7: Duty Free Breaks

All employees shall be given two (2) fifteen (15) minute breaks during the course of the workday. The breaks shall be scheduled with the employee's supervisor and shall not be combined with lunch, unless mutually agreed upon in advance in writing.

ARTICLE 7: WAGES

Section 7.1: Wage Chart

	Starting Rate	1.5%	2.5%
		5/1/2019	5/1/2020
Building Service Attendant I	\$14.00	\$14.21	\$14.42
Building Service Attendant II	\$14.00	\$14.21	\$14.42
Museum Clerk/ Store Clerk-Weekends	\$14.00	\$14.21	\$14.42
Museum Clerk/ Store Clerk-Weekdays	\$14.00	\$14.21	\$14.42
Receptionist	\$14.00	\$14.21	\$14.42
Security officers	\$14.00	\$14.21	\$14.42
Security Supervisors	\$15.50	\$15.73	\$15.97
Theater Technicians I	\$14.71	\$14.93	\$15.15
Theater Technicians II	\$16.81	\$17.06	\$17.32
Theater Technicians III	\$18.69	\$18.97	\$19.25

Section 7.2: Classification Upgrades/ Pay Adjustments

The following bargaining unit members will receive a classification upgrade/pay adjustments effective February 1, 2016.

Shandie Hayes, Security Officer	\$14.00
Ira Hatcher, Security Supervisor	\$14.75
All current Security Officers	\$12.75
Kenneth Hamilton, Theater Technicians II	\$16.00
Robert Payne, Theater Technicians II	\$16.00
Glenn Lowe, Theater Technicians III	\$17.79

Section 7.3: Wage Rates

- Effective May 1, 2018, all bargaining unit members shall receive a 2.5% increase in their current wages.
- Effective May 1, 2019, all bargaining unit members shall receive a 1.5% increase in their current wages.
- Effective May 1, 2020, all bargaining unit members shall receive a 2.5% increase in their current wages.

All bargaining unit members whose current hourly rate is below \$14 shall have a pay adjustment to \$14 per hour and will continue to receive the general wage increases outlined in section 7.3.

All bargaining unit members shall receive all other retroactive pay within forty-five (45) days of this Agreement being implemented or by the first pay period after implementation.

Section 7.4: Starting Rates

Effective February 1, 2016, the parties agree the new starting rate for the following titles:

Theater Technicians I	\$14.00
Theater Technicians II	\$16.00
Theater Technicians III	\$17.79

ARTICLE 8: GRIEVANCE PROCEDURE

Section 8.1: Definition

The term "grievance" shall mean a dispute between the Museum and the Union or any employee concerning the interpretation or application of some provision of this Agreement. In the event of any grievance, the following procedure will be in force:

Section 8.2: Grievance Timeline

Within fifteen (15) working days after a grievance arises and or within fifteen (15) working days from the time the grievant or the Union should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, except in the case of a salary grievance, the grievant or the Union may file a salary grievance within three (3) calendar years of the date on which the salary grievance arose.

Step 1: Prior to filing a formal grievance an employee or the Union may request to discuss any complaint with the supervisor in a sincere attempt to resolve any dispute on an informal basis.

Step 2: If the matter is not resolved at the informal step (Step 1), the Union will in writing present the grievance to Human Resources. Upon receipt of the grievance in writing, Human Resources or designee shall confer within five (5) working days with the grievant

and others involved in the grievances in an attempt to resolve the grievance. Human Resources or its designee will give a written response to the grievance within five (5) working days of the grievance meeting.

Step 3: If the matter is not settled at Step 2, then within five (5) working days it shall be brought to the attention of the CEO and a meeting shall be held with the Union and the grievant in an effort to resolve the grievances. The Union will be present at Step 3 and must be notified in writing by the Museum as far in advance as possible, but no later than three (3) days prior to the meeting date. The CEO will give an answer in writing within Five (5) working days of this meeting.

If the matter is not settled at the Step 3, it then shall be referred to the FMCS or the state mediation and conciliation service, and the matter shall thereafter be arbitrated pursuant to the then current rules.

Section 8.3: Arbitration-General Provisions

An arbitrator to be chosen to hear disputes arising under this procedure shall be a member of the National Academy of Arbitrators. The arbitrator shall act in a judicial, not legislative, capacity and shall have no rights to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted in writing, and the arbitrator shall have no authority to make a decision on any other issue(s) not so submitted to him.

Section 8.4: Arbitration Decision

In the event the arbitrator finds a violation of the terms of the Agreement, he shall fashion an appropriate remedy so long as the remedy is not beyond the scope of the parties' contractual agreement.

The arbitrator shall be without power to make a decision contrary to, inconsistent with, modifying or varying in effect of the law.

The arbitrator shall submit in writing, a decision within sixty (60) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless both parties mutually agree to a written extension.

The arbitrator shall at all times respect both the welfare of the employee and the environment, functions and needs of the Museum. The expenses of the arbitrator shall be borne equally by the Union and the Museum. The decision of the arbitrator within his jurisdiction and power will be binding upon the Union, the Museum and the Employee. By mutual agreement of both parties, the time limits may be waived. Working days as used in this Section shall not include Saturdays, Sundays, and holidays. Failure to provide a timely answer under any step of this grievance procedure shall be construed as an acceptance of the last settlement proposed by the

employee or the Union. Any disposition of a grievance between the Museum and the Union shall be final, conclusive, and binding upon all employees, the Museum and the Union.

ARTICLE 9: DISCIPLINE

Section 9.1: Dignity and Respect

The Museum and the Union agree to promote a professional working environment and shall treat each other with mutual respect. Employees who believe they have been subjected to unprovoked or inappropriate treatment by a supervisor or co-worker may pursue a remedy through the grievance procedure. At all times, the Museum shall regard this provision as central to any successful labor/management relations.

Section 9.2: Just Cause

An employee shall not be discharged or otherwise disciplined except for just cause. Just cause means any violation by an employee of the work rules. Bargaining unit employees shall be entitled to Union representation during an investigatory interview which the employee reasonably believes may lead to possible disciplinary action.

Section 9.3: Progressive Discipline

The Employer agrees to follow the progressive discipline procedure for all employees who have completed the probationary period. Progressive discipline is defined herein as a process by which disciplinary action is applied in several steps of increasing severity and shall culminate, if warranted, in dismissal. The usual sequence of progressive discipline may include an oral reprimand, written reprimand, or suspensions and dismissal. However, the employer may determine that a violation is sufficiently severe to warrant a departure from the progressive discipline principle. Severe infraction where progressive discipline might not apply include:

- a. Sexual harassment.
- b. Theft or misuse of Museum property or property of other employees or visitors.
- c. Failure to return to work for three (3) consecutive workdays, no call /no show.
- d. Fighting on the job, physical violence or the threat of physical violence, including written threats.
- e. Displaying firearms, or weapons of any type in the Museum or on the grounds.

Section 9.4: Notice of Disciplinary Action

In the event the Museum decides to conduct an investigatory interview, the Union shall be given three (3) days' notice prior to the interview, and the Museum shall conduct the investigatory interview as confidentially as possible. The Museum shall provide the Union with the pertinent information related to the misconduct.

The notice shall include:

1. The alleged misconduct and the work rule violated that led to the conference meeting;

2. The date, time and place of the scheduled conference meeting; and
3. That the conference may result in disciplinary action and shall describe the type of discipline to be considered.

The Museum shall provide a written decision to the employee and the Union as to whether the specific misconduct occurred and what level of discipline if any is appropriate. Disciplinary action, up to and including discharge, shall be subject to the Grievance and Arbitration provision of this Agreement all-disciplinary action is grievable.

Section 9.5: Disciplinary Actions Timeline

Disciplinary actions shall only be valid when, within ten (10) calendar days after the date of the alleged violation or within the ten (10) calendar days from when the Employer could reasonably know of the alleged violation, the Employee is notified in writing of the Employers intent to initiate disciplinary action.

Section 9.6: Suspension

No disciplinary action shall be imposed until after the time limits for appealing the disciplinary decision have expired and or the appeal process has concluded. Member of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed five (5) days.

ARTICLE 10: Seniority

Section 10.1: Bidding Procedure

If there is any job vacancy in a job classification recognized in this Agreement, it will be posted internally on the bulletin board outside the copy room for fourteen (14) days, and a copy will be given to the Union Steward. The job posting shall include the job title, duties and responsibilities, qualifications, physical and medical requirements and work schedule where appropriate. All full-time and part-time employees will be given the first opportunity to apply for any job in those classifications listed in this Agreement that are so posted provided the employees have the skills and abilities to perform the job. Where the employee applicants are equally qualified for the position, preference will be given to the more senior employee. Employees requesting to make such a change should notify the Human Resources Office in writing on the designated form when jobs are posted. If an employee applies, but does not receive a job, the employee will be notified within seven (7) days of filling of the position. Employees desiring information about their candidacy may request a meeting with Human Resources and, if necessary, appeal the decision with the CEO. For purposes of this Article, the term, "Seniority" shall be defined as "Time-in-Title." If the Museum decides to fill a vacancy, the Museum will attempt to fill all bargaining unit vacancies within one (1) month of the final internal posting day.

Section 10.2: Layoffs and Recalls

Should the Museum find it necessary to decrease the number of employees working within a job classification, the Museum shall give written notice to the affected employee as far in

advance as possible, but no later than fourteen (14) days' prior. Within each job classification, employees shall be laid off in the following order:

- a. Temporary/ volunteer employees;
- b. Probationary employees;
- c. Part-time employees; and
- d. Regular bargaining unit employees in reverse order of their seniority within their bargaining unit classification.

Bargaining Unit employees shall be placed on a recall list for a period of two (2) years. If there is a recall, the employees in the affected job classification who are still on the recall list shall be recalled.

Employees who are eligible for recall shall be given fourteen (14) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy sent to the Union.

Employees subject to a layoff may bump any other employee with less seniority in a different job classification, but the same salary grade or a lower job classification, provided that the employee has the ability and qualifications and work experience to perform the work with only minimum orientation. Employees that are bumped may in turn exercise their right to bump.

Section 10.3: Loss of Seniority

An employee automatically loses his seniority and the employment relationship terminates for these reasons:

- a. Voluntary quits;
- b. Dismissal for cause;
- c. Layoffs that exceed two (2) years;
- d. Failure to report back after a layoff within thirty (30) calendar days after having been notified at his last known address to do so;
- e. Exceeding an approved leave of absence contrary to the terms of this Agreement; or
- f. Is permanently totally disabled as defined by either the Worker's Compensation Laws of the State of Illinois or the Social Security Administration.

ARTICLE 11: VACATION

One (1) day vacation pay will be computed as seven (7) times the employee's regular hourly rate and one (1) week vacation pay will be computed as thirty-five (35) times the employee's regular hourly rate. Only full-time bargaining unit employees are eligible for paid vacations. The Museum agrees that bargaining unit members will be covered by the Museum's staff policy on vacations.

Upon employment, an employee will earn a vacation allowance from the first (1st) month in the amount of ten-twelfths (10/12) day per month. However, an employee is not eligible to take earned vacation until six (6) months of service have been completed. Each employee's "vacation year" will commence on the anniversary date of the employee's commencement of continuous employment.

Vacation is earned as follows:

During This Period:	Vacation Day Will Be Earned:
From commencement of employment until the date to (2) years of continuous service has been completed	Ten (10) working days per vacation year (ten-twelfths (10/12) day per month)
After three (3) years of continuous service have been completed	Fifteen (15) working days per vacation year (fifteen-twelfths (15/12) day per month)
After five (5) years of continuous service have been completed	Twenty (20) working days per vacation year (twenty-twelfths (20/12) day per month)

Holidays falling within the vacation period will not be charged to vacation. Vacation time generally must be taken within the vacation year in which it has been earned. Requests for vacation time must be approved by an employee's supervisor. Approval to carry forward vacation time to the next vacation year must be received from the CEO. Earned, but unused vacation allowance will be paid upon termination of employment.

Requests to use earned vacation time must be approved in a reasonable time in advance in writing by an employee's supervisor. Upon receiving a timely request on the appropriate Museum form to use earned vacation, the Museum will within a reasonable time, but no later than ten (10) days from date received reply to the employee in writing approving or denying the request.

ARTICLE 12: HOLIDAYS AND PERSONAL DAYS

Section: 12.1 Paid Holidays

The following holidays will be observed each calendar year:

DuSable Holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Christmas Eve

All bargaining unit employees will be paid for the holidays specified above providing they work the scheduled working days immediately preceding and following the holidays.

Employees absent on either of these days will not be paid for the holiday unless they have been excused by the department supervisor for illness or other approved reason.

Only holidays stated above will be paid. If a paid holiday occurs during an employee's vacation period, holiday pay will be used and the employee will not be charged for vacation day. If a paid holiday occurs on an employee's regularly scheduled day off, the employee will be awarded an additional paid day off to be used within the next thirty (30) days.

Section 12.2: Personal Days

Following guidelines apply to Personal Days:

- Fulltime employees shall be provided with two (2) paid personal days per a calendar year.
- Part-time Employees shall be provided with four (4) prorated paid personal days per a calendar year.
- At the end of each calendar year, a part-time employee's unused personal leave shall accrue as sick leave on a pro-rated base.

ARTICLE 13: SICK AND AUTHORIZED LEAVE OF ABSENCE

Section 13.1: Sick Days

Following guidelines apply to Sick Days:

- Part-time employees shall be provided with eight (8) prorated paid sick days per a calendar year.
- In addition, part-time employees after two (2) years of service shall receive ten (10) days leave per a calendar year
- Following five (5) years of employment, all part-time employees shall receive twelve (12) paid sick days per a calendar year.
- Fulltime employees shall be provided with twelve (12) paid sick days per a calendar year.

The rate of sick leave pay shall be the employee's regular straight time hourly rate of pay in affect for the employee's regular job at the time the sick leave is taken.

Section 13.2: Sick Day Accruals

An Employee may accumulate a maximum of twenty-four (24) days of paid sick leave.

Section 13.3: Use of Sick Days

Sick leave is available to employees during their illness or the illness of an immediate family member. Sick days may be used for an employee's own illness, disability (including disability due to pregnancy), or injury of the employee or their spouse, or dependent child, or appointments with Doctors, Dentists or other Professional Medical Practitioners.

Section 13.4: Taking Sick Leave:

Employees must call in and report their illnesses directly to the employee hotline telephone number 773-947-0600 ext. 607 and their immediate supervisor, at least one hour prior to their start time the day of absence or, if at work, before leaving the office.

The Museum requires the employee to produce a doctor's statement regarding illness if absent for four (4) scheduled consecutive days or more.

Section 13.5: Abuse of Sick Leave

Employees who abuse the use of paid sick leave may be disciplined; chronic absenteeism, or an employee who routinely uses paid sick leave in conjunction with holiday, vacation, personal leave, or to extend a weekend, may be asked to provide a physician's statement for use of sick days.

Section 13.6: Termination of Benefits

Unused paid sick leave benefits will not be payable upon termination of employment. Sick leave may not be used to extend vacations and or personal days.

Section 13.7: Bereavement Leave

This includes Spouse, Domestic Partner provided the employee has registered the name of the Domestic Partner with the Department of Human Resources, Father, Mother, Father-in-law, Mother-in-law, Sister, Nephew, Niece, Brother, Child (including Step or Adopted), Grandchild and Grandparents and a person for whom the employee is a court-appointed legal guardian. The employee shall furnish, proof of attendance of the funeral/ memorial service. This section applies to full time and part time members of the bargaining unit.

Employees may be given time off, with pay, for up to three (3) days for absence due to a death in an employee's immediate family and if an employee has to travel more than 250 miles for the funeral/memorial service, an employee may elect to use up to three (3) additional days from their accrued sick days, but not to exceed six (6) days.

Section 13.8: Authorized Leave of Absence

Full-time bargaining unit employees having at least one (1) continuous year of service shall be granted a leave of absence because of personal illness, pregnancy, temporary disability, adoption, or other parental or personal reasons. Other employees are not entitled to leaves of absence. Leaves of absence are for a specific period of time that shall not exceed twelve (12) weeks, unless otherwise authorized.

A leave of absence will be granted after written request has been approved by the employee's supervisor and the CEO. The Museum will attempt to place a person on leave of absence in the same or similar position upon return, but may determine in its discretion that the employee's

position be filled in the interest of business necessity. The employee must support his application with medical evidence from his physician, satisfactory to the Museum, establishing the need for a leave. The application and supporting medical evidence must state the best estimate of specific dates between which the leave is requested and required. The application and supporting medical evidence must be presented before the leave of absence is granted. Employees who have been on such leave may be required to submit to a physical examination before being permitted to return to work.

The Museum's payments to social security, worker's compensation and unemployment insurance will be suspended during the leave. The full-time employee may continue membership in the group health insurance plan at his own expense for the period of the leave that is unpaid.

Section 13.9: Family Medical Leave

In accordance with the Family Medical Leave Act of 1993 ("FMLA"), eligible employees may request time off without pay for up to 12 weeks per twelve-month period with job protection and without loss of seniority for the following reasons:

- a. The birth of an employee's child;
- b. the placement of a child for adoption or foster care with an employee;
- c. When an employee is needed to care for a child, spouse or parent who has a serious health condition as defined by the FMLA;
- d. When an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition as defined by the FMLA.

FMLA leave may be taken intermittently when medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work a regular schedule.

To be eligible for FMLA leave, an employee must have been employed with the Museum for at least 12 months and must have worked at least 1250 hours during the 12-month period preceding the beginning of the leave.

An employee wishing to take FMLA leave must provide at least thirty (30) calendar days' written advance notice for foreseeable events. Sick leave and other leaves of absence provided to employees by the Museum for FMLA covered reasons are considered a part of, and not as addition to, leave time available under the FMLA. If an employee is entitled to both FMLA leave and paid leave under another policy, the employee must take paid leave first.

Employees wishing to take FMLA leave should consult the Museum regarding further requirements and information, which will be distributed to them upon request for leave. Employees must comply with all FMLA obligations and responsibilities. The Museum will comply

with the provisions of the FMLA, all of its applicable regulations, and all other applicable laws that apply.

Section 13.10: Military Leave

The Museum recognizes that some employees may be entitled to unpaid military leaves of absence and the Museum will grant unpaid military leave to eligible employees. The Museum will also reinstate all eligible employees. The Museum will comply with all applicable federal and state laws regarding such military leaves of absence.

ARTICLE 14: MEDICAL BENEFITS

The Museum shall supply various health and dental benefits to full-time bargaining unit employees consistent with the coverage provided the Museum's non-bargaining unit employees. Coverage is available beginning with the first (1st) day of the month after the employee begins employment provided the employee has enrolled therein.

ARTICLE 15: MISCELLANEOUS PROVISIONS

Section 15.1: Time Off to Vote

Employees who are registered voters who obtain prior approval will be allowed up to two (2) hours to vote without pay for federal, state and local elections. The voting receipt must be produced to avoid being considered absent without approval.

Section 15.2: Personnel Policies/Handbook

When the Museum proposes to change or make additions to its work rules or handbook which could subject bargaining unit employees to discipline, or effect their hours, wages or conditions of employment, the Museum shall transmit a copy of the proposed changes or additions to the Union. At least thirty (30) days prior to the Museum's implementation of any modification(s), the Museum will offer in writing to meet and confer with the Union. No changes or additions to work rules or handbook will be implemented without prior notice to the affected employees and the Union.

The Museum agrees that the provisions in this Agreement shall supersede the rules and policies reflected in the handbook in the event of a conflict.

Section 15.3: Personnel Files

Employees, and/or the Union representative, upon written request to the Employer's Human Resource Manager will be allowed to inspect and request and receive a copy of any and all material contained in their personnel file. Anonymous materials shall not be placed in an employee's personal file.

Written warnings and suspensions that are more than one (1) year old will not constitute prior disciplinary action if there are no repeated infractions of same or similar offenses within that time period.

Section 15.4: Contracting Out

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services, except for short term projects of ten (10) days or less, of the kind, nature or type covered by, presently performed or hereinafter assigned to the bargaining unit will be subcontract to any other person or non-bargaining unit employee.

Section 15.5: Labor Management Committees

The Museum and the Union agree to form a labor/management committee to address issues that may arise that may affect bargaining unit members. This committee will meet quarterly the meeting shall be scheduled on a mutually agreeable date and time. This committee will consist of no more than two (2) members of the bargaining unit and no more than two (2) members of management. In addition, the committee will help to address issues regarding the Health and Safety of employees of the Museum.

Section 15.6: Conflict with the Law

If any provisions in this document or any application of the provisions of this document conflicts with the law, such provision provided that the judgment or decree has not been appealed within the time provided for doing so, and such provision shall be modified forthwith by the parties hereto to the extent necessary to conform with the law. In such cases, all remaining provisions shall remain in effect.

Section 15.7: Uniforms

The Museum will provide the uniform, which it requires its employees to wear. Employees are responsible to maintain the cleaning of their uniform. In the event a uniform is damaged, the museum will provide replacement for the damaged uniform. Uniforms shall be worn in accordance with Appendix D.

Section 15.8: Professional Development

Subject to budgetary constraints and upon prior approval of the supervisor and CEO, the Museum will reimburse tuition and fees, including required books, for a course, program or seminar, up to \$500 per fiscal year per full-time employee and \$250 per fiscal year per part-time employee.

DuSable Museum will pay for only those courses that relate directly to your current position or possible future opportunities at the Museum. Courses required in the pursuit of a degree but

not directly related to your employment at the Museum will not be covered under the Professional Development program.

Section 15.9: Employee Training

The Museum agrees to train all employees on their job related equipment as well as the companies' policy and procedures to include those contained in its Employee Handbook. The Museum will advise and invite the Union to such training and orientation sessions, which pertains to the Employee Handbook and Museum policies and procedures.

ARTICLE 16: NO STRIKE - NO LOCKOUT

Section 16.1: No Strike

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment or interference with any of the Museum's functions or operations, and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Should any activity prescribed in Section 15.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately;

- a) Publicly disavow such action by the employees or other persons involved;
- b) Advise the Museum in writing that such action has not been caused or sanctioned by the Union;
- c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately; and
- d) Take such other steps as are reasonably appropriate to bring about observance of the-provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end. I

The Museum shall have the right to discharge or otherwise discipline any of its employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 16.2: No Lockout

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof. In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal remedy otherwise available, and will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE 17: ENTIRE AGREEMENT

No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Museum, and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto, unless executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The Museum and the Union acknowledge that this Agreement, together with any letters of understanding, embodies the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment of all employees covered by this Agreement.

ARTICLE 18: TERM OF AGREEMENT

This Agreement shall be in full force and in effect from May 1, 2018 to April 30, 2020 and shall continue in full force and effect from year to year thereafter, unless written notice of the desire to change, modify or terminate this Agreement is served in writing by either party at least ninety (90) days, but not more than one-hundred-twenty (120) days prior to the expiration date.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. The Agreement shall remain in full force and effect during the period of negotiations.

Duly Executed by The Parties Hereto:


FOR DUSABLE MUSEUM OF AFRICAN AMERICAN HISTORY

By: 

Perri Irmer, President

By: 

~~Carlton McGee, Deputy Chief Operations Officer~~

 CECIL B. LUCY, Chief Financial Officer

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

By: 

Dian Palmer, President

By: 

Science Meles, Executive Vice President

APPENDIX A
MEMORANDUM OF UNDERSTANDING

June 1, 2016

Troy Ratliff, Chief Operating Officer
The DuSable Museum of African American History
740 E 56th Pl, Chicago, IL 60637

RE: May 1, 2018 Wages for All Bargaining Unit Members

This MEMORANDUM OF UNDERSTANDING is made by and between Service Employees International Union Local 73 (hereinafter referred to as the "UNION") and The DuSable Museum of African American History (hereinafter referred to as the "Museum"):

The parties mutually agreed that the term of the current collective bargaining agreement shall continue in full force and effect from May 1, 2015 through April 30, 2018.

The parties further mutually agree that, although the term of the contract is in effect through April 30, 2018, all bargaining unit members will receive the agreed upon wage rate increase of 2.5% effective May 1, 2018 which was negotiated and agreed upon February 18, 2016 in addition to all other increases negotiated.

The May 1, 2018 wage increases shall be effective on said May 1, 2018 and full retroactive pay if any shall be made promptly.

Duly Executed by The Parties Hereto:

The DuSable Museum of African American History

By: _____

Perri Irmer, President

By: _____

Troy Ratliff, Chief Operating Officer

Service Employees International Union Local 73

By: _____

Taalib-Din-Ziyad, Vice President

By: _____

Science Meles, Assistant Division Director

APPENDIX B Work and Safety Rules

The Museum has some basic expectations in the areas of personal conduct and safety on the job. It is essential to the successful operation of the Museum's business and the welfare of its visitors and employees that fairly established standards of discipline, health, safety, attendance, workmanship and honesty be maintained. Therefore, failure to meet these basic standards is grounds for disciplinary action, up to and including termination from the Museum as outlined in Article 12, Section 12.5.

It is impossible to provide an exhaustive list of all types of impermissible conduct and performance. However, the following are some examples of prohibited conduct:

- Sleeping while on duty.
- Leaving the Museum; other than in the line of duty or with the permission of the supervisor. When leaving the Museum while on duty, the employee shall notify the supervisor and shall punch out.
- Failure to follow dress code.
- Failure to notify your supervisor in advance when you will be absent.
- Being absent without authority or walking off the job without authorization.
- Excessive tardiness or absenteeism.
- Excessive use of Museum telephone or other equipment for personal purposes.
- Unauthorized use of cameras or recording devices in the Museum's galleries or collection areas.

- Refusal to carry out an order or directive given to them by their supervisor, department head, the President or their designee where safety is not an issue.
- Failure to sign in or out.
- Signing in or out other employees.
- Use of profanity, inappropriate conduct, or knowingly engaging in unsafe practices.
- Sexual or prohibited harassment, discrimination, or any inappropriate, immoral, or indecent conduct towards an employee, supervisor, and customers.
- Committing or threatening an act of violence or intimidation, possession of firearms or other weapons or dangerous materials on Company premises.
- Reporting for work while under the influence of alcohol or under the influence of illegal drugs.
- Possession, distribution, or being under the influence of alcohol or other illegal drugs while on Company property or time.
- Smoking outside of approved areas.
- Gambling on Company property.
- Falsifying or altering Company records (including time records).
- Soliciting for any purpose during employees' working time without advance written approval.
- Failure to adhere to assigned work schedule.
- Failure to verbally report an incident involving a visitor or staff member to the senior security officer or manager on duty. An "incident" is an activity involving a visitor or staff member that is in violation of that person's rights, including, but not limited to, assault, rape or sexual abuse, theft or criminal conduct or other activity involving property loss to the Museum.

Nothing in these rules and regulations shall affect the employee's right, through the Union of which he or she is a member, to challenge a penalty through the regular grievance procedure.

APPENDIX C

DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY

I. Introduction

The DuSable Museum cares about the well-being of its employees, who are considered to be its most valuable asset. The Museum is equally protective of the positive reputation and image it has worked hard to develop and maintain in the community. Alcohol and drug abuse at or away from the workplace can negatively impact job performance, result in possible risk, loss, or injury to employees and property, as well as diminish the quality of the product the Museum presents to the public.

For these reasons, the Museum cannot and will not tolerate drug or alcohol abuse by its employees, nor will it support any employee behavior on or off the job that may cause injury or harm to its employee, property or reputation. A drug-free workplace in which its employees' physical, psychological and cognitive abilities remain free from impairment is fundamental to the effectiveness of the Museum.

The Policy applies to all employees-and the Museum expects the understanding and cooperation of every employee in its implementation,

II. Purposes and Communication of Policy

The purposes of this Policy are as follows:

1. To establish and maintain a safe, healthy working environment for all employees;

2. To reduce the incidence of accidental injury to persons or property;
3. To reduce absenteeism, tardiness and indifferent job performance; and
4. To provide assistance toward rehabilitation of any employee who - prior to committing a dischargeable offense and/or testing positive for drugs or alcohol - voluntarily seeks help in overcoming any addiction to, dependence upon or problem with drugs or alcohol.

To communicate this Policy, drug-free awareness information will be distributed to employees on a regular basis, and all employees will be given a copy of this Policy. Drug-free awareness information and a copy of this Policy will also be included in the orientation materials provided to new employees. Each employee will be informed regarding:

1. The dangers of drug and alcohol abuse in the workplace and the community at large;
2. The availability of drug and alcohol abuse counseling and rehabilitation programs in the community; and
3. The penalties that will be imposed upon employees for drug and alcohol abuse violations,

III. Substance Abuse Policy and Testing Provisions

This Policy establishes guidelines for maintaining a Drug-free Workplace as delineated by the Federal Drug-free Workplace Act.

Prohibitions

The Museum's Policy concerning drug and alcohol use is as follows:

1. Employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, transferring, selling, or using a controlled substance in the workplace. Employees are also prohibited from bringing or consuming alcoholic beverages on the Museum's premises. A violation of this paragraph will result in discipline, up to and including termination.
2. All employees must report to work fully capable of performing their duties and responsibilities. Reporting to work under the influence of alcohol or unlawful drugs is a violation of this Policy and will result in discipline, up to and including termination. As an alternative to discipline on the first offense, the Museum shall offer staff members who violate this paragraph participation in a NEDA approved (or similarly approved) rehabilitation or drug abuse assistance program. When such a program is offered and accepted by the staff member, he or she must satisfactorily participate in it as a condition of continued employment.
3. No prescription drugs shall be brought into the workplace by any person other than the person for whom the drug has been prescribed by a licensed medical practitioner, and drugs shall be used only by the individual to whom they belong and in the manner, combination and quantity provided. If you are taking a prescribed or

over the counter drug that could affect your job performance, you should notify your supervisor.

4. Suspected drug related workplace criminal violations shall be referred to appropriate law enforcement authorities for further investigation and possible prosecution.

Drug and Alcohol Testing

The Museum, in its sole discretion, may require an employee to submit to drug and/or alcohol testing when it reasonably suspects that an employee is under the influence of, or is impaired by, drug or alcohol. Such determinations, in most instances, will be based on a supervisor's observation that an employee: (a) exhibits diminished productivity; or (b) exhibits other signs of impairment, such as abnormal behavior and/or an appearance, behavior, speech or breath odor indicating alcohol and/or drug use.

Any employee who is directed to submit to a drug and/or alcohol test shall be suspended pending the results of the test. If the results are negative, the employee will be reinstated with back pay for time lost during the drug test and the suspension thereafter. If the results are positive, lost pay will not be restored and the employee will be subject to discipline, up to and including termination. An employee and/or applicant will be deemed to have tested "positive" for alcohol if the level of alcohol in his/her blood equals or exceeds .04.

A refusal by an employee to immediately take a drug or alcohol test when requested under this Policy will result in the employee's termination.

Any employee who tests positive for illegal drugs or alcohol will be subject to discipline, up to and including termination. Any applicant testing positive will be removed from further consideration for employment. The employee or applicant will be advised in writing of any positive test results within fourteen (14) days of his /her test and will be given a copy of the test results, a copy of the Museum's Drug-free Workplace Policy and in the case of an employee tests positive, a Notice of any disciplinary action to be taken. The employee or applicant will also be notified that he/she may request that a split of his/her original sample (provided employee has supplied enough urine for a usable split sample) be tested for verification of the positive test result. Any request to have a split sample tested must be made in writing to the CEO within forty-eight (48) hours of the employee's receipt of notification of the test result.

Rehabilitation

Any employee who voluntarily advises the Museum that he/she has a substance abuse problem and who has not committed an act which provides independent grounds for termination, will be given an opportunity to obtain, at the employee's expense, appropriate treatment and/or rehabilitation services. The Museum will provide the employee with a leave of absence without pay to enroll and participate in a detoxification/rehabilitation program for no more than one occurrence. The employee may use any accrued paid leave (sick leave, vacation) for which

he/she may qualify. Before returning to work, the employee must present written certification of satisfactory completion of an appropriate treatment program. Additionally, at the employee's expense, he/she must submit to a drug and/or alcohol test (and not test positive) upon reinstatement.

Drug convictions

As a condition employment, employees have the responsibility of notifying the Museum of any conviction (including a plea of guilty or nolo contendere) for violation of a criminal drug statute within five (5) days of the conviction. The Museum will: (i) notify the appropriate Federal contracting agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of any criminal workplace statute conviction; and (ii) take appropriate disciplinary action against the employee, up to and including termination.

Acknowledgment, Release and Consent

As a condition of employment and/or continued employment, all employees are required to sign an Employee Acknowledgment, Release and Consent Form which will be maintained in the employees' personnel files. In addition, all applicants subject to testing under this Policy are required to sign an Applicant Acknowledgment, Release and Consent Form. Refusal by an employee to sign the required Consent will result in termination. Likewise, any applicant refusing to sign the Consent will be removed from further consideration for employment.

APPENDIX D

DRESS CODE

Every employee represents the Museum and should dress in a manner that reflects a positive Museum image. The goal of the Museum is to serve the public in a professional manner that fosters positive relationships, experiences and interactions.

The Museum will provide Uniforms that are to be worn while on duty and must be worn in an appropriate manner. During special events and galas, employees may be required to wear shirts with ties or may be required to wear business casual attire that shall be provided by the Museum.

Business casual attire includes suits, pants, and jackets, shirts with collars, skirts and dresses that are appropriate for a business environment.

Inappropriate attire includes blue jeans that are ripped, frayed, disheveled or athletic wear. Additionally, inappropriate attire includes t-shirts, shirts without collars, baseball caps, and footwear such as flip-flops and sandals.

In the event of special circumstances, such as unusually cold weather, or warm weather, employees may wear supplemental attire that has been provided by the Museum to alter the uniforms as appropriate. Long sleeve shirts of the same color as the uniform, may be worn underneath the uniform shirt. Museum logo will be visible and uniforms must be observable so staff is easily identifiable to visitors and clients.

Employees are expected to demonstrate good judgment and professional taste. Courtesy to visitors and coworkers along with appropriate attire should be the factors that are used to assess that you are presenting a professional image to our clients and visitors.

If the dress code is not followed, employees may be subject to progressive discipline.

APPENDIX E -JOB DESCRIPTIONS

Building Services Attendant I

Reports to: Building Services Manager

Department: Building Services

Job Summary: Under the Supervision of the Building Service Manager, keeps buildings in clean and orderly condition. Perform heavy cleaning duties, such as cleaning floors, shampooing rugs, washing walls and glass, and removing rubbish. Duties may include performing routine maintenance activities, notifying management of need for repairs, and cleaning snow or debris from sidewalk.

Essential Duties/Job Functions:

- Clean building floors by sweeping, mopping, scrubbing, or vacuuming them.
- Empty all waste baskets and garbage cans. Place garbage in outside storage bins.
- Clean and disinfect all washroom floors, toilets, toilet seats, partitions, and fixtures
- Clean and polish furniture and fixtures.
- Clean windows, glass partitions, and mirrors, using soapy water or other cleaners, sponges, and squeegees.
- Dust furniture, walls, machines, and equipment.

- Make minor maintenance adjustments to heating, cooling, ventilating, plumbing, and electrical systems (i.e. adjusting thermostats, switch on and off fuses, closing or opening heating vents).
- Mix water and detergents in containers to prepare cleaning solutions, according to specifications.
- Maintains inventory related to duties.
- Steam-clean or shampoo carpets.
- Strip, seal, finish, and polish floors.
- Clean laboratory equipment, such as glassware and metal instruments, using solvents, brushes, rags, and power cleaning equipment.
- Drive vehicles required to perform or travel to cleaning work, including vans, industrial trucks, or industrial vacuum cleaners.
- Safely use chemical cleaners and power equipment, in order to prevent damage to floors and fixtures.
- Monitor building security and safety by performing such tasks as locking/ unlocking doors after operating hours
- Move heavy furniture, equipment, and supplies, either manually or by using hand trucks.
- Mow and trim lawns and shrubbery, using mowers and hand and power trimmers, clear leaf and debris from grounds.
- Notify managers concerning the need for major repairs or additions to building operating systems.
- Remove snow from sidewalks, driveways, and parking areas, using snowplows, snow blowers, and snow shovels, and spread snow melting chemicals.
- Requisition supplies and equipment needed for cleaning and maintenance duties.
- Set up, arrange, and remove decorations, tables, chairs, ladders, and scaffolding to prepare facilities for events such as banquets and meetings.
- Maintain storage areas and cleaning equipment, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
- Secure storage areas.
- Ensure cleaning materials and supplies are stored in a safe and orderly manner.
- Maintain an adequate supply of cleaning materials and supplies.
- Restock materials and supplies.
- Make note of the need for equipment repairs.
- Performs other related duties as assigned.

Educational Qualifications & Required Skills:

- High School Degree or GED.
- Ability to follow instructions.
- The ability to perform the duties and work in the environmental conditions required of a position in this classification. The ability to lift up to 50 lb.

Building Services Attendant II

Reports to: Building Services Manager

Department: Building Services

Job Summary: Keep buildings in clean and orderly condition. Perform heavy cleaning duties, such as cleaning floors, shampooing rugs, washing walls and glass, and removing rubbish. Duties may include performing routine maintenance activities mechanical, electrical, plumbing and carpentry repairs, notifying management of need for repairs, and cleaning snow or debris from sidewalk.

Essential Duties/Job Functions:

- Clean building floors by sweeping, mopping, scrubbing, or vacuuming them.
- Empty all waste baskets and garbage cans. Place garbage in outside storage bins.
- Clean and disinfect all washroom floors, toilets, toilet seats, partitions, and fixtures
- Clean and polish furniture and fixtures.
- Clean windows, glass partitions, and mirrors, using soapy water or other cleaners, sponges, and squeegees.
- Dust furniture, walls, machines, and equipment.

- Make minor adjustments to heating, cooling, ventilating, plumbing, and electrical systems (i.e. adjusting thermostats, switch on and off fuses, closing or opening heating vents).
- Mix water and detergents in containers to prepare cleaning solutions, according to specifications.
- Steam-clean or shampoo carpets.
- Strip, seal, finish, and polish floors.
- Clean laboratory equipment, such as glassware and metal instruments, using solvents, brushes, rags, and power cleaning equipment.
- Drive vehicles required to perform or travel to cleaning work, including vans, industrial trucks, or industrial vacuum cleaners.
- Follow procedures for the use of chemical cleaners and power equipment, in order to prevent damage to floors and fixtures.
- Monitor building security and safety by performing such tasks as locking/ unlocking doors after operating hours.
- Move heavy furniture, equipment, and supplies, either manually or by using hand trucks.
- Mow and trim lawns and shrubbery, using mowers and hand and power trimmers, clear leaf and debris from grounds.
- Notify managers concerning the need for major repairs or additions to building operating systems.
- Remove snow from sidewalks, driveways, and parking areas, using snowplows, snow blowers, and snow shovels, and spread snow melting chemicals.
- Requisition supplies and equipment needed for cleaning and maintenance duties.
- Set up, arrange, and remove decorations, tables, chairs, ladders, and scaffolding to prepare facilities for events such as banquets and meetings.
- Ability and Mechanical understanding of the following machines, tools, and other special equipment used to perform job duties: Hand and small power tools, ladder, vacuum, floor buffer, cleaning, and polishing chemicals.
- Ability to perform basic mechanical, electrical, plumbing and carpentry repairs.
- Maintain storage areas and cleaning equipment, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
- Secure storage areas.
- Ensure cleaning materials and supplies are stored in a safe and orderly manner.
- Maintain an adequate supply of cleaning materials and supplies.
- Restock materials and supplies.
- Good communication and interpersonal skills.
- Ability to follow oral and written instructions.
- Ability to prioritize multiple tasks.
- Ability to work effectively with a team.
- Ability to work independently as needed to support the group effort.

- Basic knowledge of cleaning products or willing to learn.
- Perform other related duties as requested.

Educational Qualifications & Required Skills:

- High School Diploma or GED.
- Two years of prior experience in building maintenance.
- Basic knowledge of cleaning methods and products.
- The ability to perform the duties and work in the environmental conditions required of a position in this classification. The ability to lift up to 50 lb.

Receptionist

Report to: Guest Services Manager

Department: Front Desk

Job Summary: Answer and direct all incoming calls to the proper departments. Greets and proactively anticipate the needs of all guests.

Essential Duties/Job Functions:

- Answer all incoming switchboard calls and direct to proper department in a professional and courteous manner.
- Provide general information regarding Museum activities.
- Process membership applications and visitors' data.
- Assist in the preparation of materials required for distribution to the public.
- Collects membership and entry fees.
- Balance cash register receipts as it relates to the collections of membership and entry fees.
- Expedite cash register transactions with efficiency and accuracy.

- Perform other related duties as required.

Educational Qualifications & Required Skills:

- High school diploma or GED.
- Proficient in Microsoft Office.
- Excellent organizational and customer service skills.
- Exceptional phone presence.
- Ability to manage multiple tasks.
- Two years' experience in related field preferred.

Security Officer

Reports to: Security Manager

Department: Security

Job Summary: Under the direction of the Security Manager the Security Officer will provide security for the DuSable Museum of African American History by implementing security policies and procedures related to the protection of the museum collection, the security of museum facilities, and the safety and protection of staff and visitors.

Essential Duties/Job Functions:

- Provides security for exterior of the museum, galleries, public spaces, meeting rooms, offices, storage areas, traffic corridors, and physical plants.
- Regulate and control traffic through the galleries, ensure the smooth operation of special events, previews and receptions.
- Provide excellent customer service to guest, clients, and staff while helping to ensure their safety and enjoyment while visiting the museum.

- Observe and assist visitors; correct or report problems as appropriate.
- Inform visitors for rules, regulations and proper conduct while in the museum.
- Observe artwork for change of any kind: report problems to supervisor for immediate notification to registrar;
- Report any building safety conditions that requires the attention of Building Services.
- Cooperate with Admissions, Membership, and volunteers to learn and convey Museum information to enhance visitor's Museum experience.
- Maintain Knowledge of current policies, procedure, and security system operation in order to correctly implement judgment and actions for protection of art, security of park facilities, and the safety and protection of museum staff and museum visitors.
- Report any building emergencies as well as respond to calls for emergency assistance.
- Investigate situations, writes reports detailing incidents.
- Participate in training programs for emergency situations, including fire, theft, and vandalism.
- Perform other related duties as assigned.

Educational Qualifications & Required Skills:

- High School graduate or GED. Training in safety, and other security areas is highly desirable.
- Permanent Employee Registration Card (PERC) and 20 Hour Security Certificate Required.
- One year of experience in a position requiring protective, safety, and/ or security work.
- Demonstrated customer service skills.
- Good written and oral communication skills; ability to communicate effectively and project a professional image when giving and taking information.
- Ability to use independent judgment and discretion to make immediate decisions related to enforcement of regulations.
- Some exposure or experience monitoring various types of alarms as well as providing building access security for regulations.
- Flexibility, adaptability, and ability to change in a dynamically moving event-driven environment.
- Must have the ability to remain clam in stressful situations and help resolve customer complaints.
- Ability to adhere to Museum policies and support management decisions in a positive, professional manner.

Security Supervisor

Reports to: Security Manager

Department: Security

Job Summary: Under the direction of the Security Manager the security supervisor is to provide protection for the facilities, museum collections, employee and visitors, coordinates team activities, such as scheduling shifts and training. The security supervisor ensures that all the daily security operations run smoothly and effectively. The security supervisor also carries out patrol and other security duties.

Essential Duties/Job Functions:

- Ensures that all the officers clocked in and are at their assigned location
- Ensures all security officers are assigned duties.
- Organizes security officers' rotations and breaks on the floor.

- Inspects the team to ensure they are wearing their uniforms properly and have all of their equipment.
- Briefs the security team at the beginning of a new shifts to update them on developments since the last shift and shares information about any security concerns.
- Provide security for exterior/interior of the museum, galleries, public spaces, meeting rooms, offices, storage areas, traffic corridors, and physical plants.
- Regulate and control traffic through the galleries, ensure the smooth operation of special events, previews and receptions.
- Provide excellent customer service to guest, clients, and staff while helping to ensure their safety and enjoyment while visiting the museum.
- Observe and assist visitors; correct or report problems as appropriate.
- Inform visitors for rules, regulations and proper conduct while in the museum.
- Observe artwork for change of any kind: report problems to supervisor for immediate notification to registrar.
- Report any building safety conditions that require the attention of Building Services.
- Cooperate with Admissions, Membership, and volunteers to learn and convey Museum information to enhance visitor's Museum experience.
- Maintain Knowledge of current policies, procedure, and security system operation in order to correctly implement judgment and actions for protection of art, security of park facilities, and the safety and protection of museum staff and museum visitors.
- Report any building emergencies as well as respond to calls for emergency assistance.
- Investigate situations; complete required daily reports and incident reports as needed.
- Participate in training programs for emergency situations, including fire, theft, and vandalism.
- Monitor building security and safety by performing such tasks as locking/unlocking doors after operating hours and ensure hazards are not created.
- Opening and closing the building, carrying out close supervision of on-site security personnel.
- Scheduling the work and duties of individual security officers. Providing leadership, guidance and support to security staff.
- Writing clear reports of alarms, incidents, complaints and logs, operating CCTV cameras, checking and setting alarm systems, fire systems and fire equipment.
- Perform other related duties as assigned.

Required Qualifications and Skills:

- Permanent Employee Registration Card (PERC) and 20 Hour Security Certificate Required.
- High School graduate or GED.

- Working knowledge of law enforcement regulations on security situations, i.e., active shooter, terrorists, bomb threats, etc., Training in safety, and other security areas is required.
- One year of experience in a position requiring protective, safety, and / or security work.
- Demonstrated customer service skills
- Good written and oral communication skills; ability to communicate effectively and project a professional image when giving and taking information.
- Ability to use independent judgment and discretion to make immediate decisions related to enforcement of regulations.
- Some exposure or experience monitoring various types of alarms as well as providing building access security for regulations.
- Flexibility, adaptability, and ability to change in a dynamically moving event-driven environment.
- Must have the ability to remain calm in stressful situations and help resolve customer complaints.
- Ability to adhere to Museum policies and support management decisions in a positive, professional manner

Store Clerk

Reports to: Museum Store Manager

Department: Museum Store

Job Summary: Under the direction of the Museum Store Manager, the retail store clerk is responsible selling merchandise, totaling bills, accepting payments and making change for customers. The store clerk is responsible for ensuring that all transactions are accurate and handled courteously and efficiently.

Essential Duties/Job Functions:

- Assist with opening and closing of shop
- Greet and assist customers courteously
- Sales promotion
- Ring up sales on Automated Point of Sales System
- Operate the credit card purchase authorization terminal

- Answer gift shop phone/conduct sales by phone
- Prepare sales and cash summary reports
- Restock and keep merchandise neat in display cases and shelves
- Assist with maintaining inventory control
- Light housekeeping such as dusting and cleaning of cases as needed
- Balance cash register receipts
- Expedite cash register transactions with efficiency and accuracy
- Perform other related duties as requested

Required Qualifications and Skills:

- High School Diploma or GED
- Two to three years' experience in a retail environment preferred
- A strong desire to provide friendly and efficient customer service is essential
- Basic computer and Point of Sale (POS) knowledge
- Ability to physically perform the duties and work in the environmental conditions required of a position in this classification. Ability to lift 10 to 35 LBS.

All bargaining unit employees in the position of Technician II and Technician III prior to April 30, 2018 shall be grandfathered and shall not be required to obtain or have the new qualifications and skills outlined in the job description.

Theater Technician I

Reports to: Theater Technical Manager

Department: Facility Rentals/Theater

Job Summary: Under general supervision of the Theater Technical Manager, provides a variety of technical support services for equipment and systems relating to the museum, exhibits and facility rentals. Transports, installs, calibrates, and operates a variety of museum equipment such as projectors, sound equipment, recorders, computers, lighting, and audio visual equipment.

Essential Duties/Job Functions:

- Transports, installs, calibrates, and operates theater production, presentation and control equipment and systems including projectors, cameras, camera control units, audio and video systems lighting equipment, exhibits, computers, theater scenery and audio systems for theaters. Moves and Sets Theater lights as required, ensuring proper light levels that conform to lighting plans.
- Prepares equipment for Education & Public Programs, meetings, teleconferences, special events and facility rentals in theaters and other spaces.
- Participates in installation, testing upgrades, maintenance and repair of all equipment and software relating to the theaters and other programs.
- Operates audio boards, recording equipment, and microphones to ensure proper audio levels and sound quality.
- Maintains maintenance schedules.
- Completes preventive maintenance on production equipment.
- Operates audio visual equipment and software.
- Technician will be required to work on cat-walks and lifts.
- May perform other related duties as assigned.

Required Qualifications and Skills:

- High School Diploma or GED
- Theater lighting, sound, and audio visual equipment
- Proper placement and operation of lighting, sound, and rigging to obtain the desired theatrical affect.
- Building and Fire Code Regulations
- Knowledge of current audio/visual equipment set-up
- Able to lift 50 lbs.
- Available to work a variable schedule including nights and weekends

Theater Technician II

Reports to: Theater Technical Manager

Department: Facility Rentals/Theater

Job Summary: Under general supervision of the Theater Technical Manager, provides a variety of technical support services for equipment and systems relating to the museum, exhibits and facility rentals. Transports, installs, calibrates, and operates a variety of museum equipment such as projectors, sound equipment, recorders, computers, and lighting. Troubleshoots and performs basic repairs on equipment as needed.

Essential Duties/Job Functions:

- Transports, installs, calibrates, and operates theater production, presentation and control equipment and systems including projectors, cameras, camera control units, audio and video recorders, lighting equipment, exhibits, computers, scenery, and audio systems for theaters. Moves and sets theater lights as required, ensuring proper light levels that conforms to lighting plans.

- Prepares equipment for public shows, meetings, teleconferences, and special events in theaters and other spaces.
- Participates in installation, testing upgrades, maintenance and basic repair of all production equipment and cables relating to the theaters and other exhibitions.
- Operates audio boards, audio recorders, and microphones to ensure proper audio levels and sound quality.
- Maintains maintenance schedules and records on theater equipment.
- Performs preventive maintenance on production equipment.
- Performs production walk through with Facility Rental clients when needed.
- Technician will be required to work on cat-walks and lifts.
- May perform other related duties as assigned.

Required Qualifications and Skills:

- Associates Degree or three (3) years related work experience
- Theater lighting, sound, and audio visual equipment
- Proper placement and operation of lighting, sound, and rigging to obtain the desired theatrical affect.
- Computer knowledge
- Knowledge of current audio/visual equipment set-up
- Building and Fire Code Regulations
- Ability to lift 50lbs.
- Available to work a variable schedule including nights and week-ends

Theater Technician Level III

Report to: Theater Technical Manager

Department: Facility Rentals/Theater

JOB SUMMARY: Under general Supervision of the Theater Technical Manager, provides a variety of technical support services for equipment and systems relating to the museum, exhibits and facility rentals. Transports, installs, calibrates, and operates a variety of museum equipment such as projectors, sound equipment, recorders, computers, and lighting. Troubleshoots repairs and upgrades equipment as needed.

Essential Duties/Job Functions:

- Transports, installs, calibrates, and operates theater production, presentation and control equipment and systems including projectors, cameras, camera control units, audio and video recorders, lighting equipment, exhibits, computers, and audio systems for theaters.

- Moves and Sets Theater and exhibit lights as required, ensuring proper light levels that conforms to lighting plans.
- Prepares equipment for public shows, meetings, teleconferences, and special events in theaters and other spaces.
- Participates in installation, testing upgrades, maintenance and repair of all equipment and software relating to the theaters and other programs.
- Operates audio boards, tape machines, and microphones to ensure proper audio levels and sound quality.
- Maintains upgrade and maintenance schedules and records on theater equipment.
- Completes preventive maintenance on production equipment.
- Technician will be required to work on cat-walks and lifts.
- Performs other related duties as assigned.

Educational Qualifications & Required Skills:

- Associates Degree or five (5) years related work experience.
- Five years or more experience in working in the theater field.
- Knowledge of theater lighting, sound, and audio visual equipment
- Knowledge of proper placement and operation of lighting, sound, and rigging to obtain the desired theatrical affect.
- Knowledge of computer software for lighting & staging
- Knowledge of current audio/visual equipment set-up
- Building and Fire Code Regulations.
- Able to determine type, placement, operation of lighting sound, audio visual and rigging equipment.
- Ability to perform routine maintenance and repair tasks on lighting, audio, and rigging.
- Knowledge of computer software for lighting & staging.
- Work a variable schedule including nights and week-ends

