

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

ART INSTITUTE OF CHICAGO

AND

ART INSTITUTE OF CHICAGO
WORKERS UNITED (AICWU),
AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES
COUNCIL 31

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of work at the Art Institute of Chicago, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify management rights, wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Art Institute of Chicago, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of the Art Institute of Chicago Workers United, AICWU, hereinafter referred to as the Union.

ARTICLE 1
RECOGNITION

Section 1. Exclusive Bargaining Representative

The Employer recognizes the Art Institute of Chicago Workers United (AICWU), AFSCME Council 31, as the exclusive bargaining representative for all full-time and regular part-time employees employed by the Art Institute of Chicago.

Excluded: All employees in the Central Services, People & Culture, Financial Planning & Analysis, and Offices of Executive Leadership departments, Curators, students, faculty, interns, security department employees, confidential employees, managerial employees, and guards and supervisors as defined by the National Labor Relations Act.

Section 2. Scope of the Bargaining Unit.

The above recognition clause is not intended to constitute a waiver on the part of the Employer to assert its legal right to seek to exclude any employee from the bargaining unit who may otherwise be subject to exclusion under the applicable law.

ARTICLE 2

UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, upon giving appropriate notice to their supervisor and Human Resources, be allowed reasonable time off with pay during working hours to attend grievance meetings with the Employer, serve as a Weingarten representative, or attend meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union stewards, witnesses, committee participants in joint labor committee meetings conducted pursuant to Article 13, committee participants in the special joint compensation committee, or grievants. Union stewards shall be designated, in writing, to the Employer's Human Resources Department or its designee and shall be limited to no more than ten (10) persons for the AIC and SAIC, respectively.

Section 2. Access to Premises by Union Representatives

Local representatives, officers and AFSCME staff shall have reasonable access to the premises of the Employer for legitimate purposes related to fulfilling their duties under this Agreement provided the representatives, officers, or AFSCME staff follow the procedures below:

- 1) The Union shall notify the Employer's Human Resources Department or its designee no less than one business day prior to such visit unless there are unforeseen circumstances that prevent such notification. In such instances the Union will provide as much notice as possible;
- 2) follows prescribed Employer visitor policies;
- 3) the access is limited to non-work areas such as break areas unless otherwise approved by Employer (if a non-work area is not reasonably available the Employer shall designate an alternate location upon request from the Union, which shall be made no less than one business day prior to such visit); and
- 4) the visitation does not interrupt any employee's work schedule.

The Union shall provide a list of individuals who will need access to Employer's premises under this Section, and shall update the list promptly upon any changes. The Employer may deny access to AFSCME representatives, officers, and staff who are not on the list, however if no one on the Union access list is available, the Employer shall not unreasonably deny AFSCME staff or representatives access so long as the other requirements in this provision are satisfied. In addition, the Employer reserves the right to deny access to any person in the event such access would disrupt or interfere with its operations, pose a health, security or safety risk to its employees or others, or would otherwise be justified due to emergency or extraordinary circumstances.

Section 3. Time Off for Union Activities

Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, statewide or area-wide Union committee meetings or Council or International conventions, provided that the representatives obtain approval for the absences in advance from their supervisors in accordance with departmental policies. Employees taking such leave shall be eligible to use any accrued PTO for such leave in accordance with Employer policies.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards no larger than 2 feet by 3 feet in the following locations:

Museum

1. Ferguson Building Staff Breakroom
2. Modern Wing Employee Entrance Staff Breakroom
3. Rice Building Employee Entrance
4. Warehouse Staff Breakroom

These bulletin boards shall be for the sole and exclusive use of the Union for announcements and other communications related to the performance of its duties under this Agreement.

The Union may not post any material that is false, derogatory or offensive towards the Employer (including but not limited to AIC community members, employees, visitors, donors or business partners), or otherwise violates any of Employer's policies.

Section 5. Information Provided to Union

The Employer shall furnish the Union with a roster each month by email, in electronic Excel/spreadsheet form, which shall include a list of bargaining unit employee names, employee ID numbers, addresses, job title, active duty or leave status, worksite location, work telephone numbers, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer.

Section 6. Union Orientation

Both parties anticipate that bargaining unit positions will be filled by dues paying members/fee payers of the Union. To facilitate this goal, the Employer will allow thirty (30) minutes of paid time for the Union to make a presentation at the conclusion of any New Employee orientation sessions which the Employer chooses to conduct (they are typically conducted monthly but the regularity may change at the discretion of the Employer). Each time an orientation is scheduled which may include bargaining unit employees, the Union will be notified. The portion of the orientation presented by the Union shall only include those employees who hold bargaining unit positions. The Union may present information at this session about the benefits of membership and the process for paying dues to the union, as well as provide new employees with any

accompanying paperwork, however the Union agrees not to make any statements that are false, derogatory or offensive towards the Employer (including but not limited to AIC community members, employees, visitors, donors or business partners), or otherwise violates any of Employer's policies during its presentation.

Section 7. Union Storage Space and Meeting Space

The Employer shall provide a lockable storage space (in the form of a locker or similar arrangement) in one of the Employer's facilities (to be determined solely at the discretion of the Employer) for the Union to store a reasonable amount of materials necessary for performing its duties under this Agreement. The Union acknowledges that it is not allowed to store any files, documents, equipment, or electronic data in the storage space that contain personnel information for Employer's employees or any other sensitive or confidential information for the current or former employees or the Union. By providing this space, the Employer is not waiving any property rights or other rights of control, and reserves the right to move the space, inspect the space, control or limit access to the space, and otherwise enforce any and all policies with respect to the space and the persons allowed to access it.

The Union acknowledges that it stores all materials at its own risk and is solely responsible for the security of any articles or items it places inside the storage space. The Union acknowledges its obligation to follow all rules and requirements established by Employer with respect to use of its designated space, and nothing in this provision shall grant any additional rights for access to Employer's facility other than those set forth in this Agreement.

Meeting Space

The Employer will agree to provide a meeting space, upon request, for the Union to meet privately with bargaining unit members, for a reasonable amount of time, where an issue arises such that a private meeting is necessary for the Union to perform its responsibilities under this Agreement.

ARTICLE 3

DUES CHECKOFF/UNION SECURITY

Section 1. Deductions

During the term of this Agreement, and any mutually agreed extensions, the Employer agrees to deduct Union membership dues or agency fees, as applicable, from the pay of employees in accordance with the process and procedure agreed between the parties. Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. Subject to the attached Memorandum of Understanding, the Parties will implement the voluntary PEOPLE contribution payroll deductions process and procedure after ratification.

Section 2. Information to Union

The aggregate deduction of all employees, and a list of the names and other individual information shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in electronic Excel/spreadsheet form in accordance with the attached Memorandum of Understanding.

This information can be provided in tandem with the information outlined in Article 2, Section 5.

Section 3. Indemnification

The Union shall indemnify, hold harmless, and at the Employer's election, defend, the Employer, its directors, agents, and personnel from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the Employer pursuant to any provision of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article, as soon as they have been remitted by the Employer to the Union. In no event shall the Employer be financially responsible for paying dues or agency fees to the Union, regardless of the nature of any error or

the party at fault, and it shall function solely in an administrative capacity transferring payment from the bargaining unit members to the Union.

Section 4. Union Security

During the term of this Agreement, each Employee shall become and remain a member of the Union for the remaining term of the Agreement or, in the alternative, pay a required monthly agency fee to the Union equal to the amount authorized under applicable law, not later than the thirtieth calendar day following their date of employment.

Section 5. Exceptions

Section 4 shall not apply to Employees who affirm through a written statement that payment of union dues to the Union is contrary to their sincerely held religious beliefs. In such cases, in lieu of paying such union dues to the Union, Employees under this Agreement shall be individually responsible for making direct contributions in an amount equal to the Union's membership dues to a charity of their choice.

ARTICLE 4

MANAGEMENT RESPONSIBILITIES, RIGHTS AND RULES

Section 1: Subject to the terms and limitations of this Agreement, the Employer has and shall retain the full right of management and direction of the Employer and its operations. Such right and responsibility of management include, among other things, but are not limited to, the right to plan, direct, control, increase, decrease or to discontinue operations in whole or in part; to determine the work performed by bargaining-unit employees; or types of work or methods; to subcontract or outsource work; to use temporary workers; to assign work to volunteers; to change equipment, methods, and facilities or introduce new methods, technique and/or machines and products; to discharge and otherwise discipline employees for just cause; to promote or demote employees; to add to or reduce the number and starting and ending times of shifts, the schedules or numbers of hours to be worked by the employees, to furlough, lay off and recall employees; to determine whom it shall hire, the number of employees it shall employ at any time and the qualifications necessary for any of the jobs it may have or may create in the future, to establish new job titles; to assign and reassign work duties in accordance with the determination of the needs of the job; and to transfer employees as its business needs require; to move, sell, close, liquidate, or consolidate the operations in whole or in part; to determine the number, location and types of physical work spaces, and to relocate the existing workplaces and any improvements thereof to any location.

It is expressly understood and agreed that all rights heretofore exercised by the Employer or inherent in the Employer as the owner of the business or as an incident to the management not expressly contracted away by a specific provision of this Agreement are retained solely by the Employer. Both parties acknowledge they are bound by the National Labor Relations Act,

including any applicable Union right to demand to bargain the impacts of changes to terms and conditions of employment.

Section 2: In the event the Employer decides to subcontract out work currently being performed by bargaining unit employees, and the subcontracting results in an immediate displacement of one or more employees, the Employer shall provide thirty (30) days' notice in advance of the decision unless the decision was motivated by unforeseeable or exigent circumstances. In those circumstances, the Employer should notify the Union as soon as practicable. The Employer further agrees to meet with the Union and negotiate in good faith regarding the effects of its decision and ways to minimize any impact the subcontracting may have on the displaced employees.

Section 3: The parties recognize that the Employer has a longstanding practice of using supervisors and other non-union represented employees and third parties to perform bargaining unit work. Therefore, this Agreement shall not restrict supervisors or other non-union-represented employees or third parties from performing bargaining-unit work. In any event, the Employer will not permanently displace employees by use of these non-bargaining unit employees or third parties, however, nothing in this Section shall limit or modify the Employer's right to subcontract as otherwise set forth in this Article.

ARTICLE 5

NON-DISCRIMINATION

Section 1. General Prohibition Against Discrimination

The Employer and the Union agree to promote a culture of respect and tolerance for all people, including staff, our guests, and the general public. It is the policy of the Employer to prohibit discrimination against any employee by management and its agents and designees, including faculty, trustees, board members, and other representatives of AIC/SAIC, on the basis of race, gender, gender identity and expression, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability, political affiliation and/or any other classification protected by law.

Section 2. Union Membership and Activity

No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, on account of membership status, or activities on behalf of the Union, or based on the employee's decision not to participate in Union activities.

Section 3. Sexual Harassment

It is the policy of the Employer to maintain a policy recognizing that Employees have the right to a workplace free from sexual and other unlawful harassment.

Section 4 Reasonable Accommodations

It is the policy of the Employer to maintain a policy recognizing that Employees have rights under the Americans with Disabilities Act in regard to reasonable accommodations. Employees availing themselves to the interactive process will not face discrimination.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

Statement of Principle. The parties agree that in order for the Grievance Procedure to function efficiently and effectively, all grievances must be brought promptly to the attention of the other Party and must be resolved at the lowest possible level of the Grievance Procedure. Therefore, the parties agree that all persons responsible for resolving the grievances at all levels of the procedure shall be vested with sufficient authority to undertake meaningful discussions and to settle the grievance, if appropriate.

It is the Parties' expressed intent that informal means of resolving disputes are preferable (as long as such resolutions do not deviate from Employer policies or this Agreement) and should be attempted before resorting to the formal Grievance Procedure.

Section 1. Grievance

A grievance is hereby defined to be any dispute, controversy or difference of opinion between the Employer and the Union or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement.

The Parties further agree, however, that if an Employee is named in a complaint or asserts their own complaint under Title IX of the Education Amendments of 1972, the matter will be processed through the procedures required by statute and administrative regulations and guidance, as implemented by the Employer, and the Employer will make final determinations and take action consistent with its statutory and regulatory obligations. The Employer's determinations under Title IX shall be final and non-grievable under this Article.

A written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

Section 2. Grievance Steps

Grievances must be promptly processed through the following steps within the stated time periods:

Step 1: In the event of a grievance against the Employer, the aggrieved employee and/or the Union shall submit a grievance in writing to the Employer's Human Resources department within ten (10) working days of the event giving rise to the grievance. Within fifteen (15) working days, a meeting between a Human Resources representative along with a member of management, and a representative of the Union plus the grievant (if desired), will be held to discuss the grievance. The responding party shall give an answer in writing within fifteen (15) working days after this meeting.

Step 2: If a grievance is not settled in Step 1, and the Union desires to appeal, the Union must appeal the grievance to the Human Resources department within five (5) working days of the Employer's Step 1 written answer. Upon request from the Union, a meeting between the Chief Human Resources Officer (CHRO), or their designee, and a representative of the Union plus the grievant (if desired), will be held to discuss the grievance at a mutually acceptable time, not to exceed thirty (30) working days from the filing of such appeal. The Employer agrees to respond to the grievance in writing within fifteen (15) working days of the Step 2 meeting.

Step 3: If the grievance is not settled in Step 2, the Union must submit the grievance to arbitration within thirty (30) working days after the Step 2 answer, or after the date the answer was due.

If the grievance is appealed to arbitration, the Union shall contact the Employer to attempt to mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator within (10) working days, the parties shall request an arbitrator by filing a request for a panel of seven arbitrators from the Federal Mediation & Conciliation Service (FMCS) who have billing addresses in either Illinois or Indiana, Iowa, Wisconsin, Michigan, Missouri or Minnesota. The cost of obtaining such panel will be shared equally by the Parties. Upon receipt of the panel, each party shall have the right to strike one name until only one arbitrator remains on the list, who shall hear and decide the case. The first strike will be determined by a coin toss. Either party shall have, at its sole option, the right to reject the first panel in its entirety and request FMCS to furnish a second panel. Any arbitration will occur in downtown Chicago. In the event the parties mutually-agree, arbitrations can also occur via online videoconferencing.

Section 3. Grievance and Arbitration Procedures.

If a grievance is not presented within the time limits set forth above, at any Step, it shall be considered waived and/or withdrawn. For purposes of this Agreement, working days shall be understood to mean Monday through Friday, excluding Employer holidays. A failure by the responding party to timely answer any grievance at any step of the procedure shall move the grievance automatically to the next step of the Grievance Procedure. Failure by the grieving party to appeal a grievance in accordance with the above time limits will result in the grievance being resolved on the basis of the responding party's answer. The Parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article for a grievance.

The Parties have the right to request the arbitrator to compel the presence of witnesses. The cost of the arbitrator and the arbitration hearing shall be split between the Parties. Should the Parties

choose to have a court reporter provide a transcript for an arbitration, the cost for the transcript shall be split evenly.

In cases where procedural arbitrability is an issue, the arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance. The arbitrator shall not be automatically disqualified from hearing the substance of the grievance by reason of determining arbitrability.

More than one grievance may be submitted to the same arbitrator only if both parties mutually agree in writing. In the event a class action grievance is filed, the Union shall identify the employees included in the grievance as soon as practicable. The arbitrator shall not have the authority to add to, modify or alter the provisions of this Agreement in any way.

If an employee of Employer is terminated for just cause from another bargaining unit of Employer, Employer may also terminate the employee under this Agreement without recourse to the grievance and arbitration process.

ARTICLE 7

DISCIPLINE AND DISCHARGE

Section 1. Definition

The Employer has the right to discharge, suspend, or take any other disciplinary action, subject to just cause.

- a) The Employer agrees with the tenets of progressive and corrective discipline. Progressive and corrective means that the degree of penalty should fit the offense and that the appropriate level of discipline should normally be used to correct any employee's behavior in a progressive fashion. The types of discipline listed below in this Article need not be applied in sequence depending upon the severity of the offense or the infraction involved, and nothing in the Agreement shall require the Employer to engage in progressive discipline for an offense that warrants immediate termination.
- b) Disciplinary action or measures shall include the following:
 - 1) Oral reprimand;
 - 2) Written reprimand;
 - 3) Suspension; and
 - 4) Discharge.
- c) The Parties agree that the following circumstances shall constitute just cause for discharge, and any arbitration shall be limited to the narrow question of whether a qualifying circumstance has occurred:
 - 1) An employee does not return to work from layoff within fourteen (14) calendar days after being notified to return; or

2) An employee is absent from work for three (3) consecutive days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

3) Violation of the no-strike provisions of this Agreement.

d) Discipline shall be imposed within a reasonable time frame after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 2. Manner of Discipline

If the Employer takes a disciplinary action against an employee in accordance with Article 7, Section 1, it shall normally be done in private.

Section 3. Pre-Disciplinary Meeting

Unless otherwise noted herein, the Employer shall normally conduct an investigative meeting with an employee and inform them of the issues being investigated before making the decision to suspend an employee or terminate employment. If so requested by the employee, the employee shall be entitled to Union representation and the employee and Union representative shall be given a reasonable opportunity to provide information to the Employer that would be relevant to its investigation. Reasonable extensions of time for providing such information will be allowed when warranted and if requested.

The Employer shall not be required to conduct an in-person investigative meeting as noted above if the Employer determines that such a meeting would be unnecessary, constitute a security risk, or would otherwise be unadvisable due to legitimate business reasons. In these instances, the Employer will notify the Union, and the meeting can be held by telephone or electronically.

Section 4. Notification and Measure of Disciplinary Action

- a) In the event disciplinary action is taken against an employee, the Employer shall furnish the employee in writing with a clear and concise statement of the reasons.
- b) The Employer hereby agrees that employees have the right to Union representation in accordance with “Weingarten Rights” afforded under the National Labor Relations Act.

ARTICLE 8

PROBATIONARY EMPLOYEES

Section 1. Probationary Period

An employee is a probationary employee for their first ninety (90) days of employment. Upon notification to the Union, the Employer may extend the probationary period up to an additional 90 days without such individual cases setting a precedent or practice for any other individual case. The reason for the extension of the probationary period will be documented in writing. Such documentation will be provided to the Union and the Employee upon request. During the probationary period, an employee may be discharged for any lawful reason without recourse to the grievance and arbitration process.

Section 2. Seniority

A probationary employee shall have no seniority until they have completed their probationary period. Upon completion of their probationary period, they will acquire seniority from their date of hire.

ARTICLE 9

FILLING OF VACANCIES

Section 1. Posting

Whenever the Employer intends to fill a job vacancy in the bargaining unit as defined below, in addition to any external announcement, a notice of such vacancy shall be provided in accordance with the Employer's practices, which shall include posting on the AIC career website (or an equivalent method if the website is updated or replaced) for no less than ten (10) calendar days. Such postings shall include the normal information included in Employer's postings, such as required knowledge, skills, ability, pay grade or pay range, job description and any other requirements for the job as determined by the Employer.

Section 2. Definition of Vacancy

A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) with an employee covered by this Agreement and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

Section 3. Selection

The Employer shall fill the vacancy by selecting the most qualified applicant or employee, which shall be determined at the discretion of the Employer. The Union and Employer recognize that certain positions require very specific skillsets that the Employer must consider when filling vacancies.

For vacant positions within the bargaining unit, current employees who timely apply for the vacancy within the ten (10) day period set forth in Section 1 shall be guaranteed an initial interview for such position(s); provided however, each such employee must possess the required qualifications and competencies described in the position description. Further, each such

applicant must not have an active disciplinary investigation, or have been hired into another position in the preceding ninety (90) days. Additionally, the Employer reserves the right to deny an interview to any employee who is not currently meeting the performance requirements for their current position. Nothing in this paragraph, however, shall limit the Employer's ability to interview or select an employee, at its discretion, for a vacant position should it choose to do so.

The Employer will continue the policy of allowing staff to apply for positions across both the School and the Museum.

Section 4. Right to Return

At the request of the employee, they may be allowed by the Employer, at its discretion, to return to their former position provided that the prior position has been posted and the employee timely applies for the former position during the posting period. If the employee timely applies, the Employer will not refuse to allow the employee to return to their former position for arbitrary or capricious reasons. If the position is not posted, the employee will have no right to return to their prior position. In addition, if an Employee is permitted to return to a former position, they shall do so at their prior pay rate and conditions of employment, including the same job title and responsibilities.

Section 5. Shift Preference

For those Employees in the custodian job title that are employed on a shift schedule, said Employees shall be entitled to exercise seniority to change or retain shift assignments when the Employer determines that there is an open position, either by creation of a new position within the job title or if a position that the Employer continues to need becomes vacant. For purposes of this section, a shift schedule is defined as two or more discrete permanent shifts at materially different times, wherein Employees' schedules are not typically altered and/or rotated, and the different shift is not the result of a reasonable accommodation or other unique circumstance particular to an individual employee.

The parties may agree to apply shift preference under this section to additional job titles in the event of a newly added position, or a change to an existing position, where the definition of a “shift schedule” is satisfied.

ARTICLE 10

SENIORITY

Section 1. Definition

"Seniority" is defined as the amount of total service with the Employer, starting from their most recent hire date to the present, regardless of the position(s) the employee has held during that period and whether the positions are in the bargaining unit. Employees shall retain and accrue seniority while on paid and unpaid leaves, in line with current practice.

Section 2. Loss of Seniority

An employee shall lose their seniority upon their separation from employment if:

1. They resign or retire;
2. They are discharged for just cause, including but not limited to the completion of a defined term of employment for which the employee was hired without immediate subsequent employment as a permanent/regular employee (if an employee with a defined term of employment becomes a permanent/regular employee without a break in service they will retain seniority starting from their initial date of hire); or
3. They have been on layoff for a period of time equal to their seniority at the time of their layoff or one (1) year, whichever is lesser.

ARTICLE 11

LAYOFF AND RECALL

Section 1. Procedure

The Employer will make reasonable efforts to avoid layoffs. If a layoff is deemed necessary, the Employer will notify the persons in the affected job titles.

Layoffs may be determined at the discretion of the Employer in reliance on reasonable factors, which may include but not be limited to knowledge, skills and abilities, job duties, job performance, attendance, and seniority. Once notice of a layoff is provided per the paragraph below, the Employer will share information with the Union, upon request, regarding its selection process and the factors considered. The Union may, at its discretion, demand to bargain over the effects of the layoffs upon receiving such notice.

If a layoff is deemed necessary, the Employer will notify the Union no less than twenty one (21) calendar days prior to the effective date of the event. The Employer will also give affected employees no less than twenty one (21) calendar days' notice of a layoff prior to the effective date of the event, however nothing in this section shall limit the Employer's right to provide pay in lieu of notice, at its discretion, should it choose to do so, and provides notice to the Union. The notice requirements of this paragraph (for both the Union and affected employees) shall not apply if the layoffs are caused by unanticipated business circumstances, which include but are not limited to business interruptions due to natural causes, act of war, pandemic, mandatory closure by government, or infrastructure failure.

The Employer may, at its discretion, consider employees in impacted job titles who volunteer for a layoff in making its layoff decisions.

For the following job titles, the Employer agrees that, if all other factors are equal, seniority shall be the deciding factor in layoff decisions.

Museum:

Custodian
Receiving and Distribution Assistant (Warehouse)
Assistant, Warehouse (excluding Assistant/Driver)

Section 2. Recall

When the Employer decides to increase staffing in those job titles where employees have been laid off, it shall make reasonable efforts to recall laid off employees in accordance with the reverse application of the procedure for layoff, beginning with the most recently laid off employee. For those job titles not listed above in Section 1, the Employer reserves the right to utilize a different recall order if necessary to satisfy operational needs. The Employer will notify the Union of the recall, and the Union may, at its discretion, demand to bargain over the effects of the recall upon receiving such notice. The Employer shall not have any obligation to recall an employee who has been laid off for more than one year.

When recalling employees, the Employer will send electronic mail and USPS first class mail notifying the employee of the recall and the Employee's options to return to work. The Employer will use the contact information on file to initiate the recall. The Employee must ensure the Employer has the correct contact information on file with Human Resources.

ARTICLE 12

PERSONNEL FILES

Section 1. File Requests

Upon submission of a written request to the Chief Human Resources Officer or designee, Employees shall, at reasonable times, be entitled to access documents in their own personnel file in accordance with the Illinois Personnel Records Review Act and Employer policy.

As allowed by applicable law, an Employee may obtain a copy of any document in their personnel file by making a request to the Chief Human Resources Officer or their designee. An Employee may also prepare a written comment related to a document contained in their personnel file. The Employee will provide a copy of the comment to the Chief Human Resources Office or designee and the comment will be placed in the file in accordance with Employer policy.

Section 2. Verification of Employment

Requests for employment verification concerning separated employees should be referred to the Human Resources Department. The Employer shall follow the same policies and procedures regarding references as applied to all other employees of the Employer, and shall only release the Employee's dates of employment and position held.

ARTICLE 13

PERFORMANCE EVALUATIONS

It is AIC's/SAIC's policy to evaluate each employee's work performance regularly and systematically. Evaluations are normally conducted upon completion of the orientation period and annually thereafter. This evaluation process is beneficial to both employees and their supervisors and is designed to:

- Improve two-way communication between supervisors and employees;
- Jointly analyze the employee's strengths and weaknesses in order to develop improved job performance and career developments;
- Provide, for the record, a fair and objective statement of the employee's performance that will serve as a guide in determining eligibility for merit salary increases, promotion, and other employment decisions affecting the employee; and
- Establish mutual agreement between supervisors and employees with respect to performance goals and objectives.

Following an evaluation meeting between the supervisor and the Employee, the written performance evaluation will be included in the Employee's personnel file along with any written response which the Employee wishes to make. The Employee evaluation is a tool for evaluation of the Employee's job performance and for the growth of the Employee and is not to be considered as a disciplinary action subject to the grievance and arbitration process. The performance evaluation process does not replace regular communications between the supervisor and Employee.

ARTICLE 14

LABOR/MANAGEMENT COMMITTEES

Section 1. Labor/Management Conference

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a labor/management committee will be established and will be composed of up to five (5) management representatives of the Employer and five (5) bargaining unit employee representatives. In addition to the committee members, the Employer and Union shall designate Co-Chairs (which may include the AFSCME Staff Representative for the Union) who shall be responsible for leading the affairs of the committee. The Co-Chairs for the Employer and the Union will provide their agenda items to the other party seven days in advance of the meeting. Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to two (2) additional representatives. Employee representatives will be selected by the Union.

Meetings will be held quarterly unless canceled by mutual agreement, and shall be limited to one hour unless extended by mutual agreement. The committee will meet during normal business hours at a mutually agreed upon time and place to discuss topics of mutual interest and concern. **Pending grievances are not subject to discussion in Labor/Management Conferences.** In the event an issue arises that needs to be addressed, the parties can mutually agree to meet more than once a quarter.

Section 2. Engagement Groups

Diversity, Equity, Inclusion and Belonging (DEIB) efforts affect the entire Art Institute of Chicago community, as they touch upon every aspect of museum and school life. Developing and implementing future DEIB objectives and practices may include the Employer utilizing employee Engagement Groups, as it has in the past. Specific Engagement Groups have evolved over time based on identified needs and completed projects. Employees from the entire community, not just those in positions represented by the Union, have been involved in past groups, and Union members will continue to have the same opportunities as all other employees to participate in such groups or other DEIB initiatives.

As partners in commitment to DEIB, upon request by either Union or Employer, one of the quarterly labor management committee meetings may be devoted exclusively to discussions on DEIB . At this meeting, up to three (3) additional Union or Employer representatives may attend, instead of the two (2) additional attendees normally allowed per Section 1 above. The meeting will allow for general brainstorming, discussion of specific proposals, or identification of areas that may benefit from improvement or adjustment. Nothing in this section shall be construed to limit less formal updates and information sharing which may also occur throughout the year.

ARTICLE 15

HEALTH & SAFETY

Section 1. Safe Work Environment

The Employer agrees to provide a safe, healthy, and well-maintained work environment for all staff. The Employer will follow all necessary requirements established by the Occupational Safety and Health Administration (OSHA). Employees shall use the protective devices and equipment provided by the Employer and shall observe all applicable safety rules and regulations as may be amended from time to time by the Employer.

Section 2. Violent or Abusive Behavior

The Employer agrees to maintain a policy prohibiting physical violence of any kind, as well as using abusive language or making threats of physical violence to other employees, students, visitors, or other persons affiliated with the Employer.

ARTICLE 16

EMPLOYMENT POLICIES, PROCEDURES, & EMPLOYEE HANDBOOK

All of the Employer's existing workplace policies, procedures, and handbook sections shall apply except to the extent such policy or policies conflict with an express provision of this Agreement. The Employer hereby reserves its right to amend or adopt additional policies as it deems appropriate in its sole discretion except to the extent such policy or policies conflict with an express provision of this Agreement. The Employer will provide the Union with fourteen (14) business days' notice prior to implementing a new or revised policy covered by this Section. The Employer agrees to meet and confer with the Union if requested, on the effects of the decision.

ARTICLE 17

PROMOTIONS

Section 1. Both parties acknowledge that promotional opportunities are critical to professional development. A promotion to a position at a higher grade level should be recognized with an appropriate increase in pay. Promotional increases will be determined at the discretion of management, but may typically range from 5% to 15% depending on the type and level of positions, and should be commensurate with the increase in responsibilities.

ARTICLE 18

HOLIDAYS

Section 1. The following are paid holidays for eligible Employees.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Winter Holiday

Section 2. The Employer may require that an Employee work on a holiday. In such cases, a non-exempt employee shall receive any applicable holiday pay.

Section 3. Prior to the start of each calendar year, the Employer shall announce the dates on which holidays will be observed during the upcoming year. With the exception of the Winter Holiday, holidays shall be observed on the day of the holiday or, if the holiday falls on a weekend, the applicable Friday or Monday designated by the Employer. The date of the Winter Holiday shall be designated by the Employer at its discretion, however such designation shall be the same for Employees covered by this Agreement as those employees outside the bargaining unit.

Section 4. All terms and conditions regarding eligibility and payment for holiday pay shall be governed by the Employer's policies, which shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

ARTICLE 19

PAID TIME OFF (PTO)

Section 1. Beginning on July 1st of each year, eligible employees begin to earn a specific number of PTO days to be used during the next 12-month period. PTO is earned on the first of each month in which the employee is in an eligible classification and status. The Employer, at its discretion, may allow an employee to take PTO that has not yet been accrued or earned, however, the employee must reimburse AIC upon termination for any PTO time taken but not yet accrued.

The amount of PTO accrued depends upon the employee's Fair Labor Standards Act (FLSA) exempt vs. non-exempt status, employment classification, scheduled hours per week, and years of service.

Section 2. The following PTO schedule shall apply to all regular full-time non-exempt (hourly) employees in the museum beginning in Fiscal Year 2025 (July 1, 2024).

Continuous Years of Service	PTO Days per Year
0 - 12 years	30
13 - 14 years	31
15 - 16 years	32
17 - 18 years	33
19 - 20 years	34
21 and over	35

Section 3. The following PTO schedule shall apply to all regular full-time exempt (salaried) employees in the museum.

Continuous Years of Service	PTO Days per Year
0 - 2 years	30
3 - 4 years	31
5 - 6 years	32
7 - 8 years	33
9 - 10 years	34
11 and over	35

Section 4. The following PTO schedule shall apply to all regular part-time (both exempt and non-exempt) employees in the museum.

Continuous Years of Service	PTO Days per Year
N/A	10

The above PTO schedule for part time employees shall be increased to 15 days of PTO beginning in Fiscal Year 2025 (July 1, 2024).

Section 5. The following PTO schedule shall apply to all Special Projects (both exempt and non-exempt) employees in the museum.

Continuous Years of Service	PTO Days per Year
N/A	20

Section 6. All other terms and conditions regarding eligibility and payment for PTO shall be governed by the Employer's policies, which shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

ARTICLE 20

WAGES, WORK SCHEDULES AND WORK HOURS

Section 1. Wages. During the term of this Agreement, Employees shall receive pay increases in accordance with the schedule set forth in Appendix A.

Section 2. Overtime. Non-exempt employees shall be paid overtime in compliance with applicable federal, state, or local law.

Section 3. Schedules Employees are expected to observe the hours set within their department for their particular jobs. Due to the nature of their activities, certain departments may set daily and weekly work schedules that vary in length or hours from the Employer's normal business hours.

Work schedules should typically total no more than 40 hours in a workweek. The workweek at the Employer starts on Monday and ends the following Sunday. Schedules will be set by the department and may change according to operational needs and in compliance with federal regulations and any applicable state or city ordinances. For non-exempt employees, if the employee does not typically work a variable schedule, the Employer will provide reasonable notice of a material change to the Employee's schedule. For purposes of this section, notice shall be deemed reasonable if it is provided to the Employee within fourteen days, however notice may be less than fourteen days if the reason for the change is based on unforeseen circumstances or an exigent business need, and notice is provided to the Employee as soon as practicable.

Section 4. Break and Meal Periods. Because the nature of the work varies across the organization, work schedules, including lunch and break times, vary according to the needs of a particular department. Employees shall be afforded breaks and meal periods in compliance with applicable federal, state, or local law.

Section 5. Other Policies. All other terms and conditions regarding scheduling and payment for hours worked shall be governed by the Employer's policies, which shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

ARTICLE 21

LEAVES OF ABSENCE

Section 1. Caregiver Leave Employer shall provide paid caregiver leave in accordance with the Employer's policies, which shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

Section 2. Paid Medical Leave. Employer shall provide paid medical leave in accordance with the Employer's policies, which shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

Section 3. Parental Leave. Employer shall provide paid parental leave in accordance with the Employer's policies, which shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

Section 4. Other Leaves of Absence. For all other types of leaves of absence offered under the Employer's policies, such policies shall be applied to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

ARTICLE 22

BENEFITS

Section 1. Health Insurance. Bargaining unit members shall be eligible for benefits on the same terms and conditions as other benefits-eligible non-unionized employees in accordance with the Employer's eligibility criteria, policies and plans, as they may be amended by the Employer from time to time.

Section 2. Cost Sharing for Health Insurance. It is the Employer's practice to annually recalculate the premium cost to employees for health insurance to account for any applicable increases. Historically, the premium costs for health insurance have been shared, with the Employer paying an average of 78 percent and the Employee paying an average of 22 percent. Similarly, any increases in health insurance premiums have been shared in the same percentages and announced annually.

During the life of this Agreement, the Parties agree as follows:

For fiscal year 2024, which began on July 1, 2023, health insurance premiums will be consistent with the premiums announced during open enrollment which are attached as Appendix B.

For fiscal year 2025, Employee health insurance premiums shall be the same as fiscal year 2024, and employee health insurance premiums shall not be increased.

For fiscal year 2026, the Employer shall apply a 80/20 split, on average, for health insurance premiums, and Employees shall pay the pro rata share of any applicable increases beginning on September 1, 2025.

For fiscal year 2027, the Employer shall apply a 80/20 split, on average, for health insurance premiums, and Employees shall pay the pro rata share of any applicable increases beginning on September 1, 2026.

For fiscal year 2028, the Employer shall apply a 80/20 split, on average, for health insurance premiums, and Employees shall pay the pro rata share of any applicable increases beginning on September 1, 2027.

ARTICLE 23

DISCOUNTS AND PRIVILEGES

Section 1. Discounts. For all discounts offered under the Employer's policies, such discounts shall be offered to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

Section 2. Privileges. For all privileges offered under the Employer's policies, such privileges (for example the use of certain libraries, resources or facilities) shall be offered to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

Section 3. Tuition Remission for SAIC. For all tuition remission benefits offered under the Employer's policies, such benefits shall be offered to Employees covered by this Agreement in the same manner as employees outside the bargaining unit.

Section 4. Tuition Exchange. As long as the Employer participates, Employees covered by this Agreement shall be eligible to participate in the Tuition Exchange Program in the same manner as employees outside the bargaining unit.

ARTICLE 24

REIMBURSEMENTS

Section 1. Travel Expenses. Employees who are required to travel as part of their job duties shall be eligible for reimbursement of approved travel expenses in the same manner as employees outside the bargaining unit. In instances where employees are required to be reimbursed, Employer shall follow its Business Travel and Entertainment policy, unless a department has its own Employer approved policy, in which case that policy shall apply.

Section 2. Boots and Protective Clothing Reimbursement. Safety boots or other protective clothing required by management to be worn for the performance of an employee's job duties shall be provided by the Employer at no cost to the employee. Both Parties acknowledge that Employer-provided boots and protective equipment are essential for the safety and health of employees. In the event Employer pays for boots or protective clothing under this section, Employees may be disciplined for failure to wear such clothing, subject to the just cause provisions of this Agreement

Section 3. Cell Phone Reimbursement. The Employer shall follow all applicable state law requirements for the reimbursement of cell phone expenses where such use is required for the performance of an employee's work duties. In instances where employees are required to be reimbursed, Employer shall follow its Wireless Device Policy in the same manner as for employees outside the bargaining unit.

Section 4. Payment for Association Memberships. Employer may choose to pay certain employee membership fees for professional associations related to the performance of an employee's job duties. Any such payments are made solely at the Employer's discretion, and must be approved in advance in accordance with the Employer's policies.

ARTICLE 25

BILINGUAL PAY

Section 1. Purpose. The Employer recognizes that some employees who are bilingual, including Employees fluent in American Sign Language (ASL), may be asked on occasion to perform translation services for the benefit of the Employer outside their normal work duties. When such requests occur, employees should be fairly compensated for those services. This type of work is rare and does not include positions where fluency in a language in addition to English is either a preferred skill or job requirement for their position. For purposes of clarity, positions excluded from bilingual pay would include, but not be limited to, employees who are expected to work with members of the general public, the school community, or prospective students and families who speak a language in addition to English.

Section 2. Payment. Translation services qualify for this additional payment if the exercise takes a minimum of thirty (30) minutes. Employees will be paid \$125 per each thirty (30) minutes spent providing translating services covered by this Article, and include any necessary time spent preparing for the translation duties. All time shall be rounded to the nearest half hour, however, employees shall be guaranteed a minimum payment of \$125 for their language services. Any request for an employee to provide translation services that would result in a payment under this section shall require prior approval of a Division Vice President and the Human Resources Department, and employees should not proceed with translation services unless approval has been granted by the required Management representatives.

Section 3. Qualification. The Employer reserves the right to require any employee seeking to be paid under this Article to first establish a minimum level of competency and fluency in the language(s) for which translation services will be provided, which shall be determined by a test or other reasonable criteria established at the discretion of the Employer. The Employer will notify the Union of such tests or reasonable criteria for bilingual services. Upon satisfying any such requirements established by the Employer, and Employee shall be deemed to be qualified. If an employee refuses to provide services, management may ask another qualified employee.

ARTICLE 26

ACTING-UP PAY

Section 1. Eligibility. The Employer shall have the exclusive right to select an employee for an acting-up assignment. Employees may be eligible for Acting-Up Pay where the Employer selects them to temporarily assume the full responsibilities of a higher graded bargaining unit position within their department due to a separation or an approved leave of absence greater than thirty days. Employees will receive written verification from Human Resources of their selection for the acting-up assignment. An Employee may refuse to accept an acting-up assignment, however, nothing in this Article shall be interpreted as allowing an Employee to refuse to perform tasks as assigned by management, which may include additional or varied responsibilities due to the absence of another bargaining unit member.

Section 2. Acting-Up Pay. Pay increases for an acting-up assignment within the bargaining unit shall increase the employee's pay to at least the minimum of the grade of the acting-up position. If the employee already earns the minimum of the grade of the acting-up position, the employee shall receive an increase not to exceed ten percent, but in no event shall their salary plus pay increase associated with the acting-up assignment be greater than the salary of the incumbent.

Section 3. Duration. Acting-Up Pay is deemed to be temporary and limited to the duration of the acting-up appointment, which shall not exceed six months and can be extended at the discretion of the Employer, upon notice to the Employee. An acting-up appointment can be rescinded at any time at the discretion of the Employer.

Section 4. Return to Prior Position. At the end of the acting-up appointment, an employee shall be returned to their former position with the same pay and status as they would have had if they had not been temporarily reassigned, including any increase that would have been made to the employee's regular pay during this time period.

Section 5. Temporary Assignments Outside the Bargaining Unit. This Article shall not cover a temporary assignment to a position outside the bargaining unit. The Employer shall retain the sole discretion to determine any applicable pay increases and duration for such assignments. At the end of the temporary assignment, an employee shall be returned to their former bargaining unit

position with the same pay and status as they would have had if they had not been temporarily reassigned, including any increase that would have been made to the employee's regular pay during this time period.

Section 6. Miscellaneous. All other terms and conditions concerning Acting-Up Pay shall be governed by the Employer's policies, which shall be applied to employees covered by this Agreement in the same manner as employees outside the bargaining unit.

ARTICLE 27

NO STRIKES – NO LOCK-OUTS

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. Therefore, during the term of this Agreement there shall be no strikes, work stoppages or slow-downs. A strike that violates a no-strike provision of a contract is not protected by the National Labor Relations Act, and the striking employees can be discharged or otherwise disciplined, unless the strike is called to protest certain kinds of unfair labor practices, as defined by the applicable law, committed by the Employer. In the event an employee violates this Article, the Employer may discipline or discharge the employee or employees involved in such acts. If the grievance proceeds to arbitration, the only issue before the arbitrator will be whether the employee or employees participated in such activity that violates this Agreement. If the arbitrator determines the employee has engaged in conduct that violates this Article, the Arbitrator shall have no authority to modify the discipline.

No officer or representative of the Union shall authorize, institute, instigate, aid or condone any unlawful activities. The Union further agrees that it will take reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to stop the strike or work stoppage and return to work. In addition, no lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 28

SAVINGS CLAUSE

If any provision of his Agreement, or the application of such provision, is or shall at any time be contrary or unauthorized by law, or modified or affected by subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement will continue in effect. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Employer by federal or state law, such legal obligations will be controlling.

ARTICLE 29

DURATION

This Agreement shall be in full force and effect from September 1, 2023 up to and including 11:59 pm on August 31, 2027 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing at least sixty (60) days prior to the expiration; provided, however, that where neither party gives such notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing, of a desire to terminate or modify the Agreement, at least ninety (60) calendar days thereafter.

IN WITNESS WHEREOF the parties hereto affix their signatures by their duly authorized representatives

For AFSCME Council 31



For Art Institute of Chicago



By their signatures above, the parties signify their tentative agreement on a full and complete collective bargaining agreement, which shall be subject to modification only by mutual agreement of the parties in the event the language herein does not reflect the intent of the parties, or in the event of a mistake, or non-substantive correction to the form of the document.

Appendix A

Wages

Annual Pay Increases

Grade	FY24	FY25	FY26	FY27
02	5.50%	4.50%	3.25%	3.00%
03	5.50%	4.50%	3.25%	3.00%
04	4.75%	4.00%	3.25%	3.00%
05	4.75%	4.00%	3.25%	3.00%
06	4.00%	3.50%	3.00%	3.00%
07	4.00%	3.50%	3.00%	3.00%
08	3.25%	3.00%	3.00%	3.00%
09	3.25%	3.00%	3.00%	3.00%

- In addition to the above raises, bargaining unit staff will be eligible for the available merit pool as part of the annual performance review process
- Each fiscal year, raises are effective as of September 1.
- In accordance with AIC and SAIC policies, staff who are not employed as of May 1 or have received a promotion or other raise between May 1 and September 1 are not eligible for the increase or the merit pool.

If the contract is ratified by or before August 15, 2023, the above increases will go into effect in FY24 starting on September 1, 2023.

Minimum Wage Increase

The minimum base wage for all regular part-time and full-time employees will be increased to \$17/hour.

If the contract is ratified on or before August 15, 2023, the increase to \$17/hour will be retroactive to July 1, 2023.

In fiscal year 2026, the minimum base wage for all regular part-time and full-time employees will be increased to \$18.00/hour starting on September 1, 2025.

Bonuses Upon Ratification + Longevity Bonus

If the contract is ratified on or before August 15, 2023, the bonuses outlined below will be paid within 60 days from the ratification date. Only BU members who are employed by S/AIC both on the ratification date and the payment date will be eligible.

- \$1100 for BU members employed at S/AIC for less than 5 years as of September 1, 2023.
- \$1200 for BU members employed at S/AIC for 5 years or more and less than 10 years as of September, 1 2023
- \$1300 for BU members employed at S/AIC for 10 years or more as of September 1, 2023.

**Memorandum of Understanding between
The Art Institute of Chicago (AIC) and The School of the Art Institute of Chicago
("SAIC")**

And

**Art Institute of Chicago Workers United, American Federation of State, County and
Municipal Employees, Council 31 ("Union")**

**Regarding
The Process and Procedure for Dues Deduction**

This Memorandum of Understanding ("MOU") is intended to set forth the understanding of the parties with respect to the process and procedure for the withholding of dues under the applicable collective bargaining agreement between the Parties. It may be amended at any time by agreement of both Parties, however nothing in this MOU shall be construed in a manner to contravene or amend any terms in the collective bargaining agreement absent express intent by the Parties to do so.

Section 1. Written Authorization

For all bargaining unit members who elect to become a member of the Union or to pay an agency fee, the Union will provide the Employer with written authorization to deduct Union membership dues or an agency fee in accordance with the parties' collective bargaining agreement. The written authorization to deduct Union membership dues or an agency fee shall be set forth on the form provided by the Union ("Authorization Form"). The Authorization Form may be signed electronically. The Union shall make any changes to the Authorization Form necessary to comply with applicable law as soon as possible once on notice of the need for the change. The Union shall be responsible for collecting the Authorization Form from the bargaining unit members and providing to the Employer executed copies of the Authorization Form as well as a regular list of names of employees for whom deductions shall be made in the manner specified by the Employer.

Section 2. Deductions

The Employer shall deduct Union membership dues from the wages of each bargaining unit member who executes an Authorization Form. The Union shall submit an Authorization to Employer at least thirty (30) days before the first payday to which the Employer is to apply the deduction. Such deductions shall be made on a monthly basis and shall be deducted, in full, from the first payroll check each month for the employee. For purposes of this Agreement, "Union membership dues" and "agency fees" are limited to only those amounts required to be paid by employees to the Union for its services under the collective bargaining agreement, and applicable law, and not separate deductions for political action or fundraising activities. The specific amount of the Union membership dues to be deducted for each newly hired employee shall be established and certified in writing by the Union's Business Office, who shall provide written certification of this amount to the Employer.

Currently, it is the Employer's understanding that the Union utilizes three different dues levels depending on the number of hours worked by the employee. In the event an employee works variable hours over time (i.e. AV Techs) the Employer shall be entitled to select the lowest dues amount which might be reasonably applicable to the employee. If the Union disagrees with the Employer's designation, it may notify the Employer in writing within thirty (30) days of the payroll deduction and direct for the dues level for the employee to be changed. Such changes shall be prospective only, and not retroactive. In the event the Union directs that the Employer increase an employee's dues level, the Union shall provide written notice to the Employee.

Any changes to the amounts certified by the Union's Business Office for membership dues or agency fees shall be limited to no more than once per calendar year. Any changes shall be communicated in writing for the entire bargaining unit and Employer shall be provided at least thirty (30) days to make the applicable changes. The Parties agree that any amounts to be deducted from Employee wages pursuant to this Article shall be fixed sums and shall not be variable amounts based on the amount of an Employee's pay during the applicable period. The Employer shall forward to the Union's Business Office the funds withheld on earnings within thirty (30) calendar days of the date on which the funds were withheld. At the same time as the Employer remits all deductions for union dues, the Employer shall also provide the following information:

1. Name and employee I.D. number;
2. Employee earnings;
3. Payroll period for the deduction; and
4. Amount of dues and agency fees deducted.

The Union shall report to the Employer any missing or incorrect deductions for dues or agency fees as soon as they become known. In no event shall the Employer have any responsibility under this Article for assisting with the correction of any missing or incorrect deduction that is not disclosed to the Employer within six months from its occurrence. In the event that a payroll deduction for a bargaining unit member is processed in a manner inconsistent with the member's signed Authorization Form or the terms of this Agreement, the Employer shall work with the Union to correct the error within a reasonable amount of time after being timely informed of the error. If a deduction for dues or agency fees exceeds the amount authorized by the Employee, the Union shall remit any dues or agency fees received over the authorized amount to the Employee within thirty (30) calendar days of either the Union discovering the incorrect deduction or the Union being notified in writing of the incorrect deduction by the Employer or the bargaining unit member. If the deduction falls short of the amount authorized by the Employee, the Union shall recover the shortfall directly from the Employee.

Section 3. Termination of Authorization and Withholding

Any authorization to, or withholding of, Union membership dues from the wages of an Employee shall terminate upon the earliest of: (a) an Employee's termination or separation from employment with the Employer; (b) transfer to a position other than one covered by a collective bargaining agreement with the Union; (c) layoff from work; or (d) an Employee's revocation of Union membership in accordance with the terms set forth in the collective bargaining agreement. If an Employee revokes membership in accordance with the terms set forth in the Authorization form, but remains employed by the School and/or Museum, the Employee will pay the agency fee assessment. This does not apply to Employees who have a bona fide exemption, as outlined in Article 3, Section 5, Exemptions of the parties collective bargaining agreement.

Section 4. Wages Less Than Amount Subject to Deduction

The Employer shall be under no obligation to make any deduction under this Article if an Employee's wages, after other deductions required by law or authorized by the Employee, are less than the amount subject to deduction or for any other reason prohibited by applicable law. In such an event, it shall be the responsibility of the Union to collect its dues for that period directly from the Employee.

Section 5. PEOPLE Contributions

Upon ratification of the collective bargaining agreement, the Employer agrees to work with the Union in good faith to establish a timeline for implementing a process and procedure for deducting voluntary PEOPLE contributions using the employer's payroll system.

AGREED:

ART INSTITUTE OF CHICAGO
WORKERS UNITED, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31

By: 

Dated: 08/15/2023

THE SCHOOL OF THE ART INSTITUTE
OF CHICAGO & THE ART INSTITUTE OF
CHICAGO

By: 

Dated: 8-15-23

**Side Letter Between the
Art Institute of Chicago/School of the Art Institute of Chicago and
American Federation of State County & Municipal Employees
Council 31**

Special Joint Compensation Committee

The Art Institute of Chicago/School of the Art Institute of Chicago (“Employer”) and the Art Institute of Chicago Workers United/American Federation of State County & Municipal Employees Council 31 (“Union”) hereby enter into this side letter to the collective bargaining agreement executed by the parties.

During the course of collective bargaining, the parties engaged in extensive discussions regarding the pay grade system utilized by the Employer. These pay grades are a fundamental component in the Employer’s compensation system and are intended to ensure that: (1) employees are paid at a reasonable market rate that allows the Employer to attract and retain necessary talent; (2) employees with comparable skills and experience are paid at similar rates; (3) employees are fairly rewarded for experience and performance; and (4) the Employer’s pay system promotes equity and avoids discrimination on the basis of any protected classification.

For the Employer, it is important that the compensation structure remain flexible and allow discretion to determine and pay market wages to attract and retain talent that will allow it to pursue excellence and retain its position as a world class institution. For the Union, it is important that the pay grades promote fairness and transparency in compensation decisions.

Both the Employer and Union agree that an opportunity exists to jointly work together to identify areas of possible improvement to the Employer’s pay grade structure. Therefore, upon ratification of the Agreement, the Parties will establish a Special Joint Compensation Committee (“SJCC”).

The SJCC shall be made up of three representatives appointed by the Employer and three representatives appointed by the Union, one of which may be a non-employee representative of the Union. At the first meeting, the SJCC shall mutually decide upon a timetable and agenda for discussion to accomplish its mission, after which time the SJCC shall end. The Committee shall conduct its first meeting no later than six months after the ratification of the CBA.

By agreeing to participate in the SJCC, the Employer is agreeing to negotiate in good faith with the Union regarding the subject matter related to the SJCC. The SJCC is not intended to focus on the compensation of any single employee, and decisions regarding individual compensation shall not be discussed in the SJCC. By entering into this side letter, however, neither the Employer nor the Union are waiving any rights provided under the parties’ collective bargaining agreement.

AGREED:

ART INSTITUTE OF CHICAGO
WORKERS UNITED, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31

By: 

Dated: 08/23/2023

THE SCHOOL OF THE ART INSTITUTE
OF CHICAGO & THE ART INSTITUTE OF
CHICAGO

By: 

Dated: 8-15-23

Memorandum of Understanding

between

The Art Institute of Chicago (“AIC”)

And

**Art Institute of Chicago Workers United, American Federation of State, County and
Municipal Employees, Council 31 (“Union”)**

Post-Election Disputed Positions

1. Purpose

Following the election and certification of representative in Case 13-RC-285548, a bonafide dispute existed between AIC and the Union over whether certain disputed job titles are supervisors, managers, or confidential employees, or if other legal grounds exist for exclusion from the bargaining unit under the National Labor Relations Act. The parties have since negotiated with regard to the inclusion or exclusion of those disputed job titles. Accordingly, this Memorandum of Understanding (“MOU”) is intended to set forth the complete understanding of the parties with respect to which disputed job titles are included in the bargaining unit and which job classifications are excluded.

2. Job Classifications Included in the Bargaining Unit

The parties agree that the following job classifications, and any successor titles, that were not initially included in the bargaining unit upon certification, are included in the bargaining unit:

- Assistant Conservator, Photography (f/k/a Assistant Conservator, Photography, Conservation and Science Photography and Media)
- Assistant Project Manager (Exhibitions)
- Associate Director, Production, and Manager, Digital Initiatives
- Daniel F. and Ada L. Rice Curatorial Fellowship in Native American Art (f/k/a Daniel F. and Ada L. Rice Postdoctoral Curatorial Fellowship)
- Daniel F. and Ada L. Rice Postdoctoral Curatorial Fellow
- Glasser and Rosenthal Family Archivist, Archives
- Logistics and Distribution Driver, Warehouse and Logistics
- Mellon Conservation Fellow, Photography
- Video Editor and Motion Designer, Experience Design

3. Job Classifications Excluded from the Bargaining Unit

The parties agree that the following job classifications, and any successor titles, that were not initially included in the bargaining unit upon certification, remain excluded from the bargaining unit:

- Associate Director, Students and Educators
- Assistant Director, Production
- Associate Conservator, Preparation and Framing, Paper
- Associate Director, Engagement Programs
- Associate Director, Exhibitions
- Associate Director, Marketing
- Associate Director, Photography
- Manager, Member and Visitor Engagement

AGREED:

ART INSTITUTE OF CHICAGO
WORKERS UNITED, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31

By: 

Dated: 08/15/2023

THE ART INSTITUTE OF CHICAGO

By: 

Dated: 8-15-23

Memorandum of Understanding

between

The Art Institute of Chicago (“AIC”)

And

**Art Institute of Chicago Workers United, American Federation of State, County and
Municipal Employees, Council 31 (“Union”)**

Clarification of Bargaining Unit

4. Purpose

In the course of negotiating a first collective bargaining agreement the parties have voluntarily agreed to modify the bargaining unit description. Specifically, the parties have agreed to adopt a wall to wall unit description with specified exclusions for certain departments, as a replacement of the description certified by the National Labor Relations Board in Case 13-RC-285548, which consisted of a list of specific job titles included in the unit.

As part of the negotiated modification of the bargaining unit description, the parties have determined that exclusions by department are not appropriate in some cases where there are both included and excluded job titles. For these reasons and others that have arose during the negotiations, the parties have agreed to exclude certain job titles from the bargaining unit as being ineligible under the National Labor Relations Act (NLRA), and those titles are set forth in this Memorandum of Understanding (“MOU”).

5. Job Classifications Excluded from the Bargaining Unit

The parties agree that the following job classifications, and any successor titles shall be excluded from the bargaining unit.

- Associate Director of Internal Communications
- Manager, Social Media
- Alsdorf Associate Curator of Indian, Southeast Asian, and Himalayan Art

AGREED:

ART INSTITUTE OF CHICAGO
WORKERS UNITED, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31

By: Kend ZMU

Dated: 08/15/2023

THE ART INSTITUTE OF CHICAGO

By: [Signature]

Dated: 8-15-23

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THE ART INSTITUTE OF CHICAGO



FY24 (7/1/23-6/30/24)

BENEFITS CONTRIBUTIONS

Medical Plans	AIC Cost	AIC Annual Seed Contributions*	Your Cost Per Pay Period
Blue PPO w/Health Saving Account			
Employee Only	\$372.06	\$500	\$51.36
Employee + 1 dependent	\$683.77	\$1,000	\$136.92
Employee + Family	\$894.31		\$239.99
Blue PPO Plan			
Employee Only	\$356.13	N/A	\$83.33
Employee + 1 dependent	\$646.70	N/A	\$203.68
Employee + Family	\$847.53	N/A	\$345.17
Blue Choice Option Plan			
Employee Only	\$372.15	N/A	\$87.07
Employee + 1 dependent	\$675.78	N/A	\$212.83
Employee + Family	\$885.63	N/A	\$360.70

*Annual Seed Contributions WILL NOT be pro-rated for New Hires

Dental Plans	AIC Cost	Your Cost Per Pay Period
Dental PPO		
Employee Only	\$8.90	\$12.80
Employee + 1 dependent	\$19.70	\$30.82
Employee + Family	\$22.55	\$38.42
Dental HMO		
Employee Only	\$3.92	\$5.35
Employee + 1 dependent	\$6.76	\$10.01
Employee + Family	\$10.38	\$16.74

Vision Plan	Your Cost Per Pay Period
Employee Only	\$3.98
Employee + 1 dependent	\$7.22
Employee + Family	\$11.04

THE ART INSTITUTE OF CHICAGO



FY24 (7/1/23-6/30/24)

BENEFITS CONTRIBUTIONS

2023 IRS Allowable Annual H S A Contribution Max. (incl. Seed and ongoing pre-tax contributions)	
Individual (EE only Coverage)	\$3,850
Family (EE +1 or More)	\$7,750
Catch-Up Contribution (Age 55 or older)	\$1,000