

AGREEMENT
BETWEEN
AMERICAN UNIVERSITY
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW
from
September 16, 2022
through
September 15, 2024
COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN AMERICAN UNIVERSITY (the “University”), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW (the “Union”) (collectively “Parties”).

The Parties recognize and value the role of all American University employees. By working toward goals of continuous improvement, effective communication, and cooperative problem-solving, the Parties can help ensure a quality education to every student and exemplary service to all constituents. We are committed to shared responsibility and a collaborative partnership integrated into an organizational culture of respect, and inclusivity, diversity, and antiracist practices.

To promote this culture, the Parties will work collaboratively to:

- Provide opportunities for professional growth, including professional development, employee orientation, mentoring, training, recognition, and support for new and underperforming employees.
- Foster collaborative processes between administration, staff, faculty, and students with input from all parties and an openness to accepting and giving productive and impactful feedback.
- Model civility, openness, and respect in daily interactions.

- Seek ways to create diversity and inclusive excellence so that all Employees have an awareness, understanding, and tolerance of others’ interests, viewpoints, culture, and background.
- Encourage creativity and risk-taking when solving problems and encourage a variety of ideas in all teams and committees.
- Respect boundaries with regard to scheduled working hours, personal commitments, and existing work commitments.
- Use positions of power and authority appropriately and positively in order to better the University Community.

Through these efforts, the Parties expect to continue to build a welcoming academic community and a positive work environment that delivers the highest possible quality academic programs to our students and ensures the success of each member of this bargaining unit (“Employee”).

The Employer and Union agree that these goals are aspirational and will not be subject to the grievance/arbitration provisions in this Agreement.

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1. Management Defined

Whenever used in this Agreement, the terms “Management” or “University” mean the individuals designated to implement and administer American University policies with respect to Employees in the bargaining unit.

Section 2. Exclusive Representative

For the purpose of collective bargaining, the University recognizes SEIU Local 500 as the exclusive bargaining agent in all matters establishing and pertaining to terms and conditions of employment for all regular full-time and part-time Employees in the bargaining unit defined under Section 3(A) of this Article.

Section 3. Bargaining Unit Defined

(A) Members of the Bargaining Unit

Whenever used in this Agreement, “Provost’s Division” will mean all full time and regular part-time professional and non-professional Employees employed below the level of Associate Director in the Provost’s Division (also referred to as the Academic Affairs Division) by American University in Washington, DC; this bargaining unit shall include full time and regular part time non-professional Employees employed below the level of Associate Director in the Office of Enrollment; but excluding all other Employees, faculty other than staff holding adjunct appointments, students at the University paid from budget lines for student wages or Federal Work Study funds or who are Employees of the University as part of their role as students, Employees who are working in positions funded partly or totally through external

sources where the University does not control their wages, confidential Employees, managers, guards, and supervisors as defined by the National Labor Relations Act.

(B) Bargaining Unit Information

Monthly, American University will provide the Union with an employment report that shall include the following information relating to active Employees, to the extent it is possessed by the University:

- i. Name;
- ii. Home address;
- iii. Home phone number;
- iv. Cell phone number;
- v. Work email;
- vi. Personal email;
- vii. Employee id number;
- viii. Job title;
- ix. Job location/department;
- x. Full time or part time status; and
- xi. Date of hire.

Section 4. Contact with Bargaining Agent

The Union will inform the University of the appropriate contact person(s) designated to receive official communications. The Union may update the designated contact person(s) from time to time. The University will send any notices or other communications intended for the Union to the designated contact person(s).

Section 5. New Job Classifications

The University shall inform the Union of any new job classification created in its Provost's Division. The University shall inform the Union of any classification that in its judgment shall not be included in the bargaining unit. Notification shall be provided as soon as practicable and in no case later than thirty (30) working days after a job classification is officially filled. Within ten (10) workdays from receipt of notification, the Union may request a meeting with the University to review the reasons for the exclusion of any job classification excluded by the University. A meeting shall take place as soon as practicable thereafter at which the Parties shall attempt to resolve any differences of opinion regarding the exclusion of a job classification.

ARTICLE 2 - MANAGEMENT RIGHTS

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect American

University's mission, programs, objectives, activities, resources, and priorities; to establish, modify, eliminate, administer, and enforce compliance with workplace policies, procedures, rules and regulations, including those related to planning, directing, and controlling University operations; to alter, extend, discontinue, sell, close, or relocate existing equipment, facilities, and location of operations; to direct the workforce, including determining or modifying the number, qualifications, scheduling, responsibilities and assignment of Employees; to establish, maintain, modify, or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which Employees' performance is evaluated; to discipline or dismiss Employees; to assign bargaining unit work to non-bargaining unit personnel; to establish or modify the workplace and/or academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to determine the size of the workforce and to recruit, hire, layoff, recall, promote, demote, and/or transfer Employees; to determine how and when and by whom instruction is delivered; to determine all matters relating to Employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Decisions regarding the recipients of financial aid and the terms of that aid, who is taught, what is taught, how it is taught, and who does the teaching all involve academic judgment and shall be made at the sole discretion of Management. Management, in not exercising any function hereby reserved to it in this Article 2, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way. No action taken by American University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 3 – NO STRIKE/NO LOCKOUT

Section 1. No Strikes.

During the term of this Agreement, neither the Union, its officers, agents, or representatives, nor any bargaining unit Employees shall in any way, authorize, assist, cause, encourage, participate in, ratify, condone, threaten, or sanction any strike, slow-down, walk-out, picketing that blocks ingress and egress, work stoppage, sick-out, boycott, or concerted refusal to work overtime.

Section 2. Enforcement of No Strike Pledge.

In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any Employee engaging in any activity in violation of Section 1 of this Article may be discharged.

Section 3. No Lockout.

During the term of this Agreement, management shall not lock out bargaining unit Employees.

Section 4. Enforcement of No Lockout Pledge.

In the event of a lockout in violation of Section 3 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 4 -- EMPLOYMENT STATUS

Section 1. Initial Probation.

Employees are on initial probation during their first one hundred twenty (120) calendar days of employment with Employer. An Employee will also serve a probationary period when transferred or promoted to a new position. At the end of an Employee's probationary period, or at any time after twenty-one (21) calendar days of employment, the Employer should hold an initial performance review conference between the Employee and their supervisor. As a result of the initial performance review conference, the Employer may elect to:

- End the probationary period and grant the Employee regular status in the position;
- Extend the probationary period for an additional one hundred twenty (120) calendar days, provided that Employer shall notify the Union of any such extension and that only one (1) such extension is permitted; or
- Remove the Employee from the position.

During their probationary period, an Employee may be disciplined or discharged without just cause, and discipline or discharge during the probationary period shall not be subject to the grievance and arbitration procedure of this Agreement. If an Employee is discharged before the end of their probationary period, then the Employee shall be entitled to two (2) weeks' notice (or, subject to supervisory approval, payment of two weeks' salary in lieu of notice) but not any severance pay.

Section 2. Probation Upon Transfer or Promotion.

When an Employee applies for and receives a promotion or transfer, they shall serve a probationary period not to exceed sixty (60) days following their first date of employment in the new position. At the end of the probationary period, or at any time after twenty-one (21) calendar days of employment, the Employer should hold an initial performance review conference between the Employee and their supervisor. As a result of the initial performance review conference, the Employer may elect to:

- End the probationary period and grant the Employee regular status in the position;

- Extend the probationary period for an additional sixty (60) calendar days, provided that Employer shall notify the Union of any such extension and that only one (1) such extension is permitted; or
- Remove the Employee from the position.

When the Employer initiates a transfer or promotion of an Employee, the Employer may elect to waive the probationary period. If, during the probationary period set forth above, management deems the Employee's performance to be unsatisfactory or the Employee wishes not to continue in that position, the Employee may be moved back into their former position, if there is an opening. If the Employee's former position is not open, the Employee may be moved into a job within the same classification band and department for which they are qualified, if such an opening exists. If no such opening exists, the Employee may be placed on a preferential hiring list, with the same rights and responsibilities as an Employee who has received notice of layoff.

If the Employee wishes not to continue in that position within sixty (60) days of taking the position, the Employee shall, subject to the approval of the department head, be moved back into their former position, if there is an opening. If the Employee's former position is not open, the Employee may be moved into a job within the same classification band and department for which they are qualified, if such an opening exists. If no such opening exists, the Employee may be placed on a preferential hiring list, with the same rights and responsibilities as an Employee who has received notice of layoff.

Section 3. Hours Worked Status

A. Full-Time Employees. Full-time Employees are those who are regularly scheduled to work at least twenty-eight (28) hours per week and have a position classified as full-time.

B. Part-Time Employees. Part-time Employees are those who are regularly scheduled to work less than twenty-eight (28) hours per week.

Section 3. Temporary Status Designation.

A. Upon Hire. Temporary Employees performing work in a covered job classification in the Provost's Division shall be advised in writing at the time of hire of (a) their temporary status; (b) their rate of pay, (c) applicable benefits, and (d) their last day of employment.

B. Status. Temporary Employees are not covered by this Agreement provided their employment does not last more than twelve (12) months, and provided further, that any Temporary Employee who is hired for a permanent position shall be considered to have as their official date of hire their first date of continuous employment as a Temporary Employee.

C. Other. Any bargaining unit Employee who does not meet the definition of Temporary Employee as set forth in subparagraph A above shall be referred to as a Staff Employee.

D. Compliance. For the purpose of complying with this Article 4, the Employer shall notify the Union when it engages a Temporary Employee in a covered job classification.

ARTICLE 5 – JOINT LABOR MANAGEMENT COMMITTEE

The Parties will create a Joint Labor Management Committee (“JLMC”) to discuss issues of mutual interest. The JLMC may consider and make recommendations on matters of general importance to the University and Employees. The JLMC shall consist of no more than five (5) representatives designated by the Union, in its sole discretion, and five (5) representatives designated by the University, in its sole discretion. The Parties will designate one of their representatives to serve as JLMC co-chair. If agreed to by both Parties in advance, either party may designate other individuals to attend a JLMC meeting and support its representatives. Questions regarding implementation of the Health and Safety article of this Agreement and related University policies may be discussed in Labor-Management Committee meetings. Upon request by either the Union or the University, a representative of the University’s Budget Committee shall give a presentation at a JLMC meeting,

Staff members will be allowed to attend JLMC meetings on work time with no loss of pay.

The Committee shall meet bi-monthly (every other month) at mutually acceptable dates and times. Additional meetings may be held by mutual agreement, and requests for additional meetings each semester will not be arbitrarily denied. Designated representatives of the Union and the University will suggest agenda items prior to each meeting.

The JLMC shall not supplant the grievance and arbitration provision in this Agreement. No agreement or understanding reached by the JLMC shall be interpreted as modifying any provision of this Agreement.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Definition of Grievance.

A “grievance” is defined as a dispute arising out of the interpretation, application, or alleged breach of this Agreement. In any situation where the grievance procedure of this Agreement is applicable, the grievance procedure shall supplant any corresponding University complaint or other process.

Section 2. Representation at Grievance Meetings

An Employee(s) may have Union representation at any meetings held pursuant to this Article. A formal meeting to discuss a grievance should involve the Employee and their Union representative(s) (up to 1 elected representative and 1 SEIU staff person), their supervisor, and a representative from Human Resources. If either party desires to have additional individuals present to represent their interests and/or present their case, they shall notify the other party and

provide a brief summary about why the additional parties are likely to assist in identifying a potential resolution. The other party shall then have the option of either accepting or rejecting the presence of the additional party(s).

Section 3. Procedures.

1. **Informal Resolution.** The Parties may first try to resolve a grievance informally. At the Employee's discretion this may involve an informal discussion between the Employee and their supervisor and, at the Employee's discretion, an elected Union representative will participate in this meeting. If the Employee wishes to have a Union representative present, they must notify their supervisor at the time the meeting is scheduled. At the University's discretion, another University official may also be present at the meeting. This may also involve an informal discussion between the Union and the Employer either in addition to or as an alternative to a meeting between the Employee and the supervisor. If a grievance cannot be informally resolved as provided herein, it will be processed as a formal grievance. Resolutions reached during the informal grievance stage will be non-precedent setting.

2. **Formal Resolution.**

Step 1.

Within twenty (20) business days of the event giving rise to the grievance (or the date the grieving party knew or should have known of the facts giving rise to the grievance), the grieving party shall submit a written grievance to the non-grieving party. If addressed to the Employer, it shall be delivered to the Employee's supervisor with a copy to Human Resources and the Employer's designated representative. If addressed to the Union, it shall be delivered to the Union's designated representative. Within twenty (20) business days following receipt of the written grievance, the non-grieving party shall provide a written response. Lack of a written response shall constitute a denial of the grievance by the non-grieving party. If the grieving party is dissatisfied with the response, they may proceed to Step 2.

Step 2.

Within twenty (20) business days following receipt of a Step 1 written response from the non-grieving party, the grieving party shall submit a Step 2 written statement. The Step 2 written statement should indicate why the outcome of Step 1 was not satisfactory and include relevant correspondence and/or supporting documents. If addressed to the Employer, it shall be delivered to the Employee's supervisor's immediate supervisor with a copy to Human Resources and the Employer's designated representative. If addressed to the Union, it shall be delivered to the Union's designated representative. Within twenty (20) business days following receipt of the Step 2 written statement, the non-grieving party

shall provide a written response. Lack of a written response shall constitute a denial of the grievance by the non-grieving party. If the grieving party remains dissatisfied with the response, they may proceed to Step 3.

Step 3.

Within twenty (20) business days following receipt of a Step 2 written response from the non-grieving party, the grieving party may submit a written statement. If addressed to the Employer, it shall be delivered to the provost with copy to Human Resources and the Employer's designated representative. If addressed to the Union, it shall be delivered to the Union's designated representative. Within forty (40) business days following receipt of the Step 3 written statement, the non-grieving party shall provide a written final decision. If the non-grieving party requests additional time to investigate the matter and issue its final written decision, such request shall not be unreasonably refused by the grieving party. Lack of a written final decision shall constitute denial of the grievance by the non-grieving party. The non-grieving party's final written decision is final and binding, unless the grieving party appeals the grievance to final and binding arbitration, as set forth in Section 4 of this Article.

Section 4. Arbitration Procedures

1. Procedure to Submit. The Union, with the written concurrence of the aggrieved Employee, may submit a grievance not resolved through the grievance process to arbitration. A University grievance submitted to arbitration does not require Employee consent. An arbitration appeal may be initiated by either party giving written notice to the Federal Mediation and Conciliation Service and the other party within thirty (30) calendar days after receipt of the Step 3 final written decision reference in Section 2, above. The selection of the Arbitrator shall be from panels submitted in accordance with the rules of the Federal Mediation and Conciliation Service unless the parties otherwise mutually agree to an Arbitrator. Arbitration will be conducted in accordance with the rules of the Federal Mediation and Conciliation Service.
2. Arbitrator Jurisdiction/Authority. The Arbitrator shall have jurisdiction only over disputes arising out of grievances set forth in Section 3 herein. The Arbitrator shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the Arbitrator shall be in writing and shall be final and binding on the parties, although each side retains whatever rights it has under federal law to challenge the decision and award.
3. Costs. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

Section 4. Time Limitations.

In the event that the time deadlines set forth in paragraphs A and B are not adhered to, then the grievance or the arbitration, as the case may be, shall be barred and the Arbitrator shall have no authority to hear or decide it. The Parties may extend any of the time deadlines in this Article 6 by written, mutual agreement.

ARTICLE 7 - UNION RIGHTS AND PRIVILEGES

Section 1. Right of Access

Union representatives shall have access to areas in which bargaining unit Employees work for the purpose of administering the terms of this Agreement and to conduct Union business relating to current members of this bargaining unit, provided such access does not interfere with University operations or bargaining unit Employees' work.

Section 2 - Meeting Space, Campus Mail, and Food Service.

University meeting space and the intra-University mail system and food service will be made available to the Union for purposes of administration of this contract in accord with the procedures established by Management for University organizations.

Section 3. Deduction of Dues, Fees, and Contributions.

(A) Payroll Deduction Authorization. Employees who are covered by this Agreement may elect to have deductions for dues, agency fees, or contributions to the SEIU Local 500 Committee on Political Empowerment (COPE) made from their compensation by signing an authorization with the Union. The Union may obtain this authorization electronically, through voice authorization or using any technology that will allow the Union to keep records of the agreement between the member and the Union.

The University will remit dues, fees and contribution to the Union within 31 days of receipt.

(B) Commencing upon the effective date of this Agreement, any Employee shall, as a condition of continued employment, within thirty-one (31) days after his or her date of hire, be required to join the Union and remain a member in good standing or pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union, in accordance with applicable law, as a percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union. (C) The Union shall indemnify and save American University, its Board of Trustees, agents, personnel and students, harmless 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 Management in compliance with any of the provisions of this Section 3 the Union assumes full responsibility for the disposition of monies deducted under this Section 3 as soon as they have been remitted by Management to the Union.

Section 4. Bulletin Boards.

The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards and on electronic screens for announcing upcoming events. Such postings shall be consistent with established Management policies regarding postings in public places.

Section 5. Designated Union Representatives.

Management will recognize fifteen (15) Employees designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. SEIU elected representatives shall participate in such meetings without loss of pay. The Union will notify the Assistant Vice President of Human Resources, or designee, of the names of the workplace leaders who are authorized by the Union as representatives and will notify the Assistant Vice President of Human Resources Officer, or designee as early as practicable, but no later than five (5) working days after any change in the representatives. With prior notification to the Assistant Vice President of Human Resources or designee, and provided there would be no disruption to operations, the Union representative(s) may be present on University property to attend to matters related to the administration of this Agreement.

F. New Employee Orientation

The University may hold orientations either virtually or in person, at its discretion. Management will notify the Union in advance of the dates and times of orientation sessions by providing a schedule of orientations when it is created, including the format of the orientation, and notifying the Union of any cancellations, additions, or other modifications to the schedule as soon as practicable. Management will supply the Union with the names, email addresses, and cell phone numbers (if known) of all bargaining unit Employees scheduled to participate in the orientation. In the case of in-person orientation sessions, the University will reserve space for the Union to hold an informational session close in time and location to the University orientation. Management will inform bargaining unit members that the Union will be holding an informational session following orientation. Bargaining unit members who attend the Union's informational session will be paid for their time (up to thirty (30) minutes). The Union agrees to provide Management with an attendee list for all informational sessions it conducts pursuant to this provision. Thirty (30) minutes of paid release time, not to exceed two sessions per month, will also be granted to one (1) Employee Union representative per session. In the case of in-person informational sessions, the Employee Union representative will be granted reasonable paid time to travel to and from their on-campus work location to the location of the informational session.

The Parties agree that for the life of this Agreement:

- (i) Management representatives shall not attend the Union's informational sessions with newly hired Employees;
- (ii) The Union will not disparage Management or American University during these informational sessions; and
- (iii) The Union will provide American University copies of the materials to be used in the informational sessions, which shall include, but not be limited to, this Agreement, a Union membership application, a list of Union leaders prepared by the Union showing their departments, work areas, and/or contact information.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Section 1. Work Modalities and Work Schedules

A work modality is a designation for each full- and part-time staff position, based on operational needs and job duties, that indicates whether that position delivers services exclusively on campus or is eligible for a form of remote work. A work schedule is defined as the Employee's assigned work hours, including starting and ending times each day, the days of the week on which the Employee works, and the location (e.g., on campus or remotely) from which the Employee works. Employees shall receive information identifying their work modality and work schedule. For those Employees who have a regular work schedule, Management shall provide at least two (2) weeks' notice before modifying a modality or regular work schedule.

Employees may request changes in their work schedules, modalities, and/or campus work location, and such requests will be evaluated based on University need, the operational requirements of the department or unit, and job functions. The University agrees that it will not deny such requests for arbitrary or capricious reasons and will respond in writing when it denies an Employee's written request for such change.

The University's standard work schedule for full-time staff Employees includes working 7 hours a day, a total of 35 hours per week, with 1 unpaid hour for lunch. Part-time Employees shall receive breaks consistent with departmental practice(s) in place at the time this Agreement was ratified.

Except where inconsistent with this Agreement, the University's Schedule and Work Modality Policy, which may be amended from time to time, will be applicable to bargaining unit Employees.

Section 2. Copy of Job Description

Upon initial employment and upon each change in job classification, work location, or

regular work schedule thereafter, each full-time or part-time bargaining unit Employee shall be notified in writing and furnished a copy of their job description, applicable salary, work location, or work schedule as applicable. Employees may request a copy of their job description from their supervisor at any time and it should be shared within a reasonable time after their request, normally no more than five (5) days after the request is made.

If an Employee's job description is substantially changed, the supervisor will discuss the changes to and updated expectations for the position with the Employee.

An Employee's job description should specify, if the position will have: (1) regular, predictable and/or recurrent peak periods where overtime hours are expected of the position, (2) the likelihood of emergency work outside normal hours, or (3) periods where non-emergency annual leave will not be approved. Those should be noted in the job description given to the Employee.

Section 3. Overtime

All non-exempt Employees shall be compensated at a rate of one and one-half times their rate of pay for all hours worked in a workweek over forty (40). Hours of work shall include hours of work consistent with the Fair Labor Standards Act. Overtime must be approved by the Employee's supervisor in advance.

Section 4. Payment of Overtime

All hours worked under the overtime provisions of this contract shall be paid to the Employee at the next regularly scheduled pay-day provided that such hours of overtime took place before the payroll reporting deadlines in effect at that time.

Section 5. Temporary Assignments – Compensation for Substantial Additional Responsibilities

Supervisors shall not ask an Employee to perform substantial additional duties in addition to their usual responsibilities without fully discussing the new duties, which will involve a discussion of the Employee's current responsibilities and, for nonexempt Employees, whether additional hours of work will be required.

A. Non-Exempt Employees

1. If a non-exempt Employee assumes substantial additional responsibilities at the same or a similar classification and the additional responsibilities require additional hours worked in excess of their standard work schedule, the Employee must report any additional hours worked on their timesheet and will be compensated at their regular hourly rate and will

be eligible for overtime pay in accordance with applicable law and/or this agreement. Temporary assignments of this nature may not exceed one (1) year.

2. If a non-exempt Employee assumes the duties of a position at a higher level classification they shall receive a stipend of ten (10%) percent of their base salary. Temporary assignments of this nature may not exceed one (1) year.

B. Exempt Employees

If an exempt Employee assumes a temporary assignment of substantial additional responsibilities or the duties of a higher paid position they shall receive a stipend of ten (10%) percent of their base salary. Temporary assignments of this nature may not exceed one (1) year.

Section 6. Advance Notice

The University shall exercise its best efforts to provide at least one (1) week's notice of the need for an Employee to work overtime.

Section 7. Relief Period

When an Employee is recalled to work after the completion of a normal daily work session or is required by their supervisor to significantly extend their daily work session, that Employee may request, subject to supervisory approval, to be relieved from duties for up to a ten (10) hour period following the end of the extended work session.

Section 8. Alternative Time off for Exempt Employees

Exempt Employees may request alternative time off from their managers following major projects, events, predictable or recurrent peak periods, or emergencies which require additional effort beyond their regular schedules. The University agrees that it will not unreasonably deny such requests. The scheduling of such alternative time off will be evaluated based on University need, the operational requirements of the department or unit, and job functions.

ARTICLE 9 - WAGES

Section 1. Wage Increases

A. Across the Board and Performance Increases

Eligible full-time and non-temporary part-time bargaining unit Employees shall receive the wage increases set forth below during the life of this Agreement. Across-the-board increases shall be paid to all eligible Employees, and will be in addition to any adjustments to wage rates that are made due to an increase in the D.C. minimum wage. Merit-based increase ("Performance Pay Pool") shall be available to full-time Employees and will consist of a percentage of the overall payroll amount and increases pursuant to the Performance Pay Pool will be granted according to

Management’s reasonable discretion. The Union may file up twenty (20) grievances per year of the Agreement regarding the application of the Performance Pay Pool. Bargaining unit Employees awarded a performance rating of 4 (“occasionally exceeds expectations”) or greater in overall score shall be guaranteed a Performance Pay Pool increase.

The annual performance pay pool increases provided for in this Agreement shall not apply to any Employee who is hired, promoted, transferred, or otherwise received another pay increase on or after May 1 that is greater than the annual Performance Pay Pool increase of the year in which the increase is to be granted.

The first across the board increase will be granted after the first full pay period following the Date of Ratification of this Agreement. Future across the board increases will be granted July 1 of the applicable year. Performance Pay Pool increases will be granted on September 1 each year.

Effective Date	Across the Board Increase	Performance Pay Pool (increases granted each September 1)
Year 1	3% (2% effective July 1, 2022; additional 1% (for a total overall increase of 3%) effective September 1, 2022)	1%
Year 2	2.5% (effective July 1, 2023)	1%

In the event the University determines that the effective date of annual increases shall be earlier than September 1st of any fiscal year, the annual increases set forth herein shall be effective on the same date such annual increases are effective for non-bargaining unit Employees and/or AU’s faculty and staff.

B. Equity Adjustments

Bargaining unit Employees shall receive base wage increases in addition to those provided above according to the following schedule:

For purposes of this Section, years of service means consecutive years of full-time service as an Employee of the University.

January 1, 2023:

- 5-9 years of service: additional 1%; or
- 10-14 years of service: additional 2%; or
- 15+ years of service: additional 3%.

January 1, 2024:

5-9 years of service: additional 1%; or
10-14 years of service: additional 2%; or
15+ years of service: additional 3%.

Section 2. Structure Adjustments

On the same date that the first across-the-board increases in this Agreement are granted, bargaining unit positions that are currently classified as pay band 1.1 and pay band 1.2 shall be reclassified under pay band 2.1.

On the same date that the first across-the-board increases in this Agreement are granted, all points in the University's pay band structure will increase by 5%, and increase by an additional 3.5% effective July 1, 2023. As a result of the increase in the pay band structure:

- Any full-time Employees whose annual salary falls below the minimum of Zone 1 in the pay band to which the position is classified will be increased to the new minimum of Zone 1.
- Any full-time Employee whose pay shifts from Zone 2 to Zone 1 will be increased to the new minimum of Zone 2 as of implementation of performance pay in each of these years (with the exception of Employees who were reclassified).

Beginning July 1, 2023, the increase in the pay band structure shall not be higher than the sum of the agreed to across-the-board increase and performance increases for that year.

Section 3. Pay Rates for Newly Hired Employees

Normally, individuals will not be hired at a pay rate higher than any current Employee in the same or similar title and pay band within the same School or Department with the same or comparable relevant experience and qualifications. If a newly hired individual is hired into the same School or Department at a higher pay rate than a current Employee in the same or similar title and pay band with comparable relevant experience and qualifications, then the current Employee(s) shall have their pay increased to equal the pay of the newly hired Employee effective on the new Employee's date of hire.

B. Promotions.

A promotion results when an Employee moves to a position that is in a higher compensation band and assumes increased scope and responsibility. When an Employee is promoted to a new position, their compensation will increase by at least ten percent (10%). Promotional increases should result in a new salary for the Employee that is at least equal to the minimum of the pay band to which they have been promoted.

ARTICLE 10 - LEAVES

A. General.

Except as otherwise modified by this Agreement, Full-Time Employees shall be covered by all of the Leave Policies of AU, including those that may be added during the term of this Agreement. Employees shall participate on the same basis as the other AU faculty and staff. Part-time Employees shall participate in such leave policies if such leave policy provides for their participation, unless this Agreement specifies otherwise or their participation is required by law. As of September 16, 2022, those policies include:

- Annual Leave (Vacation)
- Sick Leave
- Employee Transfer: Leave Status
- Leave Policies for Research and Special Projects
- Workplace Assistance for Nursing Mothers
- Bereavement Leave
- Jury Duty
- Military Leave
- Leave Without Pay
- Other Leave
- Holiday Leave
- Leave Share
- Privileges for Former Employees
- Family and Medical Leave
- District of Columbia Universal Paid Family Leave
- Parental Leave Policy

B. Public Health Emergency Leaves.

Leaves established by the Employer due to a public health emergency shall apply to all Employees covered by this Agreement, regardless of employment classification or assignment.

C. Annual Leave/Vacation.

1. Full-time Employee Accrual. Except as specifically modified by this Agreement, the Employer will provide paid vacation to full-time Employees in accordance with AU policy. Full-time Employees earn vacation per the schedule below according to the length of time they have been employed by Employer.

Years of Service	Vacation Accrual
0 - 1 Year	12 Days

1 - 2 Years	15 Days
2 - 3 Years	15 Days
3 - 4 Years	15 Days
4 or More Years	21 Days

For the purposes of this Article 10, in addition to time worked in bargaining unit positions, years of continuous service shall include periods worked in non-bargaining unit positions (whether full-time or part-time). Full-time Employees who leave AU voluntarily or as a result of layoff due to reorganization, restructuring, or reduction-in-force and return within three (3) years continue to accrue annual leave at their prior rate.

2. Vacation Leave Requests. Requests for leave shall be submitted in the written or electronic process required by the Employer. Employees who give at least fourteen (14) calendar days' notice of leave requests will receive a response to their requests within seven (7) calendar days. Employees who give less than fourteen (14) calendar days' notice will be responded to promptly. The Employer has the discretion to deny leave requests if they cannot be accommodated based on operational and staffing needs.

D. Vacation Leave Carryover. No more than fifteen (15) days of earned annual leave may be carried forward beyond the end of the fiscal year (June 30). Provided that in the event the University identifies an urgent need for an Employee to be at work that is of major importance and which (i) requires denial of an Employee's request for annual leave and (ii) would create unused annual leave as of June 30, that Employee may carry forward such unused annual leave beyond June 30 through and including October 31, at which time the unused leave will be forfeited. An Employee must submit, via email, a leave carryover request to their supervisor.

In addition, the University shall not deny the use of Annual Leave after it was approved by a supervisor or a member of Management, except for legitimate business or operational reasons.

4. Vacation Leave Buyout. In the event of a resignation or termination of employment, the Employee shall receive pay for any accrued, but unused vacation leave. In the event that an Employee leaves the employ of the Employer for any reason, and the Employee has used more vacation days than they have earned for that leave year, the Employer may reduce the Employee's last paycheck by the amount of used, but unearned leave. The Employer shall supply the Employee with an accounting of such deduction with the Employee's last paycheck.

E. Holiday Leave.

1. Paid Holidays. Upon hire, full-time Employees covered by this Agreement shall receive paid holidays in accordance with AU policy, except as modified by this Article or elsewhere in this Agreement. Those paid holidays shall include (and shall be no less than): New

Year's Day, Martin Luther King, Jr. Day, U.S. Presidential Inauguration Day (every four years), Memorial Day, Juneteenth, July 4th, Labor Day, U.S. Presidential Election Day (every four years), Thanksgiving Day, Day after Thanksgiving, Christmas Day, workdays between Christmas Day and New Year's Day. The specific dates on which the holidays will be observed shall be published each year in AU's official Holiday schedule and released by Human Resources. However, should the Employer add a holiday or additional paid day off during the course of the year, Employees covered by this Agreement shall receive the benefit of that holiday or paid day off.

2. Work on Holidays. Non-exempt full-time Employees who are required to work on a designated holiday shall be paid at the Employee's regular straight-time pay for that day. In addition, they shall receive straight-time pay for all hours actually worked on the designated holiday (i.e., a total of two times (2x) their straight-time pay for that day). Exempt Employees who are required to work on a designated holiday shall receive an alternate leave day off to be used within two (2) pay periods of the designated holiday, but by mutual written agreement between the Employee and their supervisor, such time may be extended for an additional pay period to take the alternative leave day off if the Employee is unable to take the time within two (2) pay periods. Alternative leave days shall not be carried over from year-to-year and shall not be payable upon separation from employment.

3. Holidays Falling on a Day Off. When a designated holiday falls on a non-exempt full-time Employee's regular day off, the Employee shall receive a day of pay at their straight-time rate (i.e., the Employee is paid for a sixth (6th) day in the workweek).

4. Holidays Falling During Vacation. If a designated holiday falls during a full-time Employee's scheduled vacation period, such day shall be treated as a holiday and shall not be charged as a vacation day.

Alternative Paid Leave and Work on a Named Holiday. In the event the Employer establishes a policy (or policies) for part-time Employees to receive alternative paid leave and/or holiday pay, it shall make such policy (or policies) available to part-time Employees.

F. Bereavement Leave.

In the event of the death of a full-time Employee's immediate family member, with their supervisor's prior approval, a full-time Employee will be permitted to be absent with pay for up to ten (10) working days without drawing upon annual leave or sick leave. For the purposes of bereavement leave, "immediate family" is defined as the Employee's parent, spouse, domestic partner, child, grandparent, grandchild or member of the Employee's household. In the event of the death of a full-time Employee's extended family member, with their supervisor's prior approval, a full-time Employee will be permitted to be absent with pay for up to five (5) working days without drawing upon annual leave or sick leave. For purposes of this bereavement plan, "extended family" is defined as the Employee's sibling or the sibling, parent, or grandparent of the Employee's spouse or domestic partner.

An Employee may request special consideration for paid bereavement leave to attend a funeral/memorial service of an individual of personal significance to the Employee that would not otherwise fall within the aforementioned definitions of immediate or extended family.

G. Union Leave

Union officers, representatives, stewards, or other Employees designated by the Union, will be permitted to take an unpaid leave of absence for Union business of up to ninety (90) calendar days, provided the request is made a minimum of fourteen (14) calendar days in advance and approved by Management pursuant to the University's policy governing leaves of absence. Such requests to take an unpaid leave of absence for Union business shall not be unreasonably denied.

Additionally, if negotiation meetings are called during the regular workday, the members of the SEIU Local 500 negotiating team, up to three (3) non-exempt Employees will be released without loss of pay for the meetings. Exempt Employees will be permitted to participate in bargaining sessions during the workday provided: (i) their release does not pose an operational issue for their Department or School and (ii) they make arrangements to complete their work.

H. Right to Amend and Notice

Nothing herein shall prevent the Employer from changing, amending, modifying or discontinuing the leave policies set forth in this Article above without any further obligation to bargain with the Union, provided the Employer has changed, amended, modified or discontinued such policies for non-bargaining unit Employees and/or AU's faculty and staff. The Employer shall provide at least thirty (30) calendar days' notice, or as much notice as practicable, of any change, amendment, modification or discontinuance of any such benefit plans and/or policies. Upon the request of the Union, the Employer and Union shall meet to discuss the effects of any such change, amendment, modification or discontinuation on Employees.

ARTICLE 11 - BENEFITS

A. Health Insurance.

The Employer will provide all the same AU-sponsored and/or provided health insurance benefit plans (including, but not limited to, medical, mental health, prescription, dental, vision, and any other health insurance benefit that may be added during the term of this Agreement) to all eligible Employees of the bargaining unit on the same basis as they are offered to AU's faculty and staff.

Effective January 1, 2023, the University shall contribute 95% of the premium for bargaining unit Employees who earn less than \$55,000 per year and elect Individual coverage. The Employee shall contribute the other 5% of the premium cost.

Effective January 1, 2023, for Employees making less than \$55,000 the University shall pay 80% of the premium cost for Employees electing Employee Plus One coverage and Family coverage. The Employee shall contribute the other 20% of the premium cost.

The Employer agrees that during the life of this Agreement, it will devote time, upon the Union's request, to discuss issues of healthcare affordability.

B. Retirement Plan.

1. General. Eligible Employees may participate in the American University Defined Contribution Retirement Plan (403(b)) ("Retirement Plan"), as well as including any other retirement benefits that may be added during the term of this Agreement. As of September 16, 2022, eligible Employees (provided they meet the other eligibility requirements) shall include those who work twenty (20) or more hours per week, or at least one thousand (1,000) hours during their first year of employment or any subsequent Retirement Plan year, may participate in the Retirement Plan and receive the Employer's matching contribution as set forth herein. Employee eligibility and benefit levels are based on the provisions outlined in the summary plan description of the Retirement Plan.

2. Matching Contribution. American University shall match Employee contributions up to a maximum of five percent (5%) at a rate of 2-1 after meeting eligibility requirements.

C. Other Benefits.

Except as otherwise modified by this Agreement, Employees shall be covered by all of the benefits of AU, including those that may be added during the term of this Agreement. Employees shall participate on the same basis as the other AU faculty and staff. Part-time Employees shall participate in such benefit plans/policies if such benefit plan/policy provides for their participation, unless this Agreement specifies otherwise. As of September 16, 2022, those plans/policies include:

- Basic Life Insurance
- Basic Accidental Death and Dismemberment ("AD&D") Benefits
- Optional Life Insurance
- Accelerated Death Benefit
- Personal Accident Insurance
- Death While in Active Service
- Short Term Medical Leave
- Long Term Disability
- Flexible Spending Accounts (health and dependent care)
- Tuition Reimbursement and Benefits
- Group Legal Plan
- Pre-Tax Parking and MetroCheck
- Pet Insurance
- Group Auto and Home Insurance
- Vision Discount Plan
- Membership in the William I Jacobs Fitness Center

- United Buying Service access
- Engraving and Printing Federal Credit Union access
- Wellness Program
- Child Development Center access
- Dependent Care and Family Services and Resources (Bright Horizons)
- Schedule and Work Modality Policy
- Transportation Subsidy for Full Presence Staff

D. Nothing herein shall prevent the Employer from changing, amending, modifying or discontinuing the benefit policies set forth in this Article above without any further obligation to bargain with the Union, provided the Employer has changed, amended, modified or discontinued such policies for non-bargaining unit Employees and/or AU's faculty and staff. The Employer shall provide at least thirty (30) calendar days' notice, or as much notice as practicable, of any change, amendment, modification or discontinuance of any such benefit plans and/or policies. Upon the request of the Union, the Employer and Union shall meet to discuss the effects of any such change, amendment, modification, or discontinuation on Employees.

ARTICLE 12 - LAYOFFS

Section 1.

The University recognizes the value of retaining qualified Employees and agrees with the Union that retaining them should be a significant factor in deciding how layoffs are managed. A layoff means a termination due to a reduction-in-force, reorganization, or the termination of University funding. The University will notify the Union as soon as practicable before a decision to lay off Employees is implemented and follow the below steps in order:

- a) Consult with the Union in advance of any reorganization or program termination or layoff affecting three (3) or more bargaining unit Employees (or an entire Department or School, regardless of size) for the purpose of discussing how the resulting layoffs will be managed;
- b) Determine whether Employees whose positions are eliminated can be transferred to other open positions in the bargaining unit for which they are qualified; and
- c) Provide the Employee Priority Consideration (as defined in Section 6, below) for a vacant position in the bargaining unit that has been posted and provided they are qualified to perform the essential functions of the positions.

Section 2. Layoff Notice

An Employee who is laid off by the Employer shall receive at least thirty (30) days' notice or thirty (30) days' pay in lieu thereof.

Section 3. Order of Layoff

The University shall determine in which school, college or department and in which classification layoffs will occur, based on academic, programmatic, and/or operational needs. Within each department and classification affected, layoffs of bargaining unit Employees shall occur based on the University's reasonable determination of each individual's seniority, comparative qualifications, performance, and ability to perform the essential job functions. The University shall give substantial weight to seniority when considering the above factors. In situations where the individuals in the affected classification are relatively equal, based on the University's reasonable judgment, in their comparative qualifications, performance and ability to perform the essential job functions, then seniority shall be determinative.

Section 4. Seniority

Seniority shall be defined as an Employee's length of continuous service in the Provost's Division or a bargaining unit position based on date of hire.

Section 5. Reemployment Rights

Employees who have received notice of layoff under the provisions of this Section shall be eligible for and placed on a list for priority consideration for bargaining unit positions. Laid-off Employees shall receive, for twelve (12) months following the date of notification of layoff, priority consideration for any open bargaining unit position available elsewhere in the University provided that they apply for the position and indicate their eligibility for Priority Consideration.

In order to facilitate this provision, Employees who have received notice of layoff, shall be provided with online access to job postings for up to twelve (12) months after receiving the notice of layoff or until such time as the Employee is placed in a vacant position.

Section 6. Priority Consideration

Priority Consideration means that:

- (a) if the new position is a bargaining unit position in the same Department or School where the layoff occurred, the laid-off Employee shall be hired provided that, in the University's reasonable assessment, they are the best candidate to fill the position. The University agrees that it will consider seniority when assessing qualifications under this Section 6; or
- (b) if the position is a bargaining unit position outside of the Department or School where the layoff occurred, the laid-off Employee shall receive a screening interview for the vacant position provided that, in the University's reasonable judgment, they meet the minimum qualifications of the vacant position as stated in the position description.

Section 7. Earned Wages and Accrued Benefits

Employees who are laid off shall be entitled to receive all wages and any other benefits under

this Agreement to which the Employee is entitled by law. These payments and benefits shall be made in accordance with applicable law and the Employer's practices and policies.

Section 8. Severance Pay Plan for Staff

Full time Employees are eligible for severance pay benefits if laid off under this article. To receive severance, Full Time Employees must sign, not revoke, and comply with a full general release and separation agreement in a form provided by the University, which shall be provided to the Union (with an update if the University makes any changes to that general release).

Severance Amount

Severance pay is subject to all applicable withholdings. The severance amount is determined according to the following schedule:

Service Years	Severance Amounts
Probation to 1 Year	2 Weeks
2 nd Year	2 Weeks
3 rd Year	3 Weeks
4 th Year	4 Weeks
5 th Year	5 Weeks
6 th Year	6 Weeks
7 th Year	7 Weeks
8 th Year	8 Weeks

After the eighth year, full time Employees earn one week of severance benefit for each year of active service. The maximum benefit of six months is reached after 25 years.

ARTICLE 13 - EVALUATIONS OF FULL TIME EMPLOYEES

Section 1. Scope.

Evaluations of full-time Employees are intended to empower them to reach their highest potential in ways that align with the mission and strategic goals of the University.

Section 2. Criteria of Evaluation.

Each full-time Employee will have individual goals that are aligned with their job duties and/or the University's goals. They will also have assigned competencies which set expectations about the skills and behaviors required of the staff member.

When a full-time Employee is hired and at the beginning of each academic year, the supervisor should interact with the Employee to ensure there is mutual understanding of performance expectations for their position, including goals and competencies. The supervisor and Employee will consult in good faith to develop the Employee's goals, understanding that the supervisor is ultimately responsible for setting them. The supervisor and Employee also will review outcomes and competencies and then record the goals and outcomes in the Employee's performance Management plan annually, to be completed by September 30 each year.

Section 3. Evaluation Process.

Full-time Employees will receive a written evaluation yearly. They should also receive feedback during the year to evaluate whether they are making suitable progress towards achieving their goals and competencies. Upon request of the Employee, non-written feedback will be provided in writing. This feedback may include, for example, periodic check-in discussions, an expectations memo, or a performance improvement plan. Progress notes may be included as part of the performance management plan. In order to assist in this process, supervisors should include observations relevant to the Employees' performance and identify when a goal or competency is not being met. Management will notify an Employee of concerns about their performance as soon as is reasonably possible after such concerns arise. Full-time Employees are expected to be active participants in the performance management process. In this context, they can submit additional materials during the year regarding their performance, including their success in achieving their goals and competencies.

Section 4. Evaluation Materials.

Full-time Employees will have access to their performance management plan throughout their employment, including performance improvement plans and expectations memos. Management will maintain all evaluation materials in a confidential manner consistent with American University policies and applicable law.

Section 5. Evaluation of Part-Time Employees

Following the ratification of this agreement, the Joint Labor Committee will discuss the establishment of an evaluation process that is appropriate for part-time Employees.

Section 6. Within twelve (12) months of the ratification of this Agreement, the University shall develop and implement a process which will give Employees the opportunity to provide feedback regarding the management of their department. This process will include the opportunity to provide feedback regarding important criteria for effective organizational interactions which may include communication, consistency and fairness.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. No Employee shall be disciplined or discharged from employment without just cause.

Section 2. Progressive Discipline

The University subscribes to the tenets of progressive discipline, including informal counseling as a first measure, where appropriate. Employees will generally be progressively disciplined, but Management may warn, reprimand, demote, suspend, or discharge Employees without first providing progressive discipline if the circumstances so warrant.

Section 3. Right to Union Representation

An Employee may request that a representative designated by the Union be present at a meeting where discipline is to be administered and the request will not be denied unless honoring the request would cause undue delay in the administration of the discipline. Whenever the University is investigating conduct which might reasonably lead to disciplinary action against the Employee, at the Employee's option, the Employee shall have the right to Union representation at any meeting, hearings, or formal or informal discussions with the Employee pertaining to the investigation or imposition of discipline relating to such conduct. If a Union representative is not immediately available, the meeting shall be rescheduled at a time when a Union representative can be available. However, if the Union has not provided a representative who can attend the meeting within two (2) business days, the meeting may be held without representation. Provided further that if the designated representative is a bargaining unit Employee, such Employee will be granted release time at no loss in pay in order to participate in the meeting. This provision does not preclude an Employee from discussing any matter with the University without the presence of a Union representative.

Section 4. Time Limit

The University will issue disciplinary action in a timely fashion, taking into account all relevant facts and circumstances surrounding the event. Discipline normally will not be issued if the Employee has not been notified that the University was investigating a concern about the Employee's action(s) giving rise to the discipline within 45 days of the event or when the University should have reasonably known of the event, and where the University fails to provide such notice, discipline may only be issued when the University demonstrates that unusual extenuating circumstances existed which prevented notice to the Employee within 45 days.

ARTICLE 15 - HEALTH AND SAFETY

American University and the Union are committed to providing a safe working environment for all Employees. The parties understand that a safe, healthy, and secure working environment includes, but is not limited to, issues regarding weather-related conditions, communicable diseases, air quality, or other unsafe conditions. The parties recognize that all persons employed by the University have a responsibility to give effect to the safety program

by following the safety procedures and working to see that all safety and health regulations are implemented properly. When the University is obligated to notify OSHA or OSH of a work-related accident involving an Employee, it will provide contemporaneous notice to the Union.

In compliance with AU's health and safety policies and procedures as well as applicable federal and local laws, the Employer shall maintain a safe, healthy, and secure working environment for all Employees, including providing training, where the University deems appropriate, related to health and safety policies. Employees shall comply with the above-mentioned University health and safety policies and procedures.

Employees shall report unsafe or dangerous working conditions or situations (including those related to air quality, asbestos, mold, pollutants, etc.) as follows:

- If the condition or situation is an emergency which presents (or seems likely to present) an immediate threat of injury, illness, or death, to the American University Police Department.
- If the condition or situation is not an emergency and does not present (or seem likely to present) an immediate threat of injury, illness, or death, to the University's response system (e.g., 2Fix, Asset Essentials, etc.), as well as in writing to the Employee's direct supervisor. Any Employee who reports an unsafe or dangerous working condition or situation using the University's response system (e.g., 2Fix, Asset Essentials, etc.) will ordinarily receive a response within fourteen (14) days. When an Employee reports an unsafe or dangerous working condition or situation, or situation related to air quality, asbestos, mold, pollutants, or structural problems with the building (e.g., sewage backup, water leaking into a workspace, etc.) using the University's response system (e.g., 2Fix, Asset Essentials, etc.) they (and, upon request, the Union) will receive an opportunity to review copies of health and safety inspections, studies, and/or audits related to the reportedly unsafe or dangerous condition or situation.

ARTICLE 16 - JOB POSTING

The University shall first post internally all open full-time and part-time positions, including new positions and vacancies, for at least five (5) business days before posting externally. All open bargaining unit positions will be posted for at least five (5) calendar business days before any recommendation to hire is made. Open positions shall be posted on the Human Resources website. This posting requirement may be waived where it is proposed to hire, transfer, or reclassify an individual for a staff position within the bargaining unit who is already working in that position on an interim or acting basis.

All job postings for bargaining unit positions shall include, at a minimum, the description of the position, the minimum pay rate for the position, and that the position is an SEIU covered position. Employees shall apply for any open position through the Human Resources website (which is currently: <https://www.american.edu/hr/careers/>).

Section 2.

It is agreed that all bargaining unit openings should be filled by the person most qualified, in the reasonable judgement of Management, to perform the work. In the event Management, in its reasonable judgment, decides that two bargaining unit applicants are equally qualified for the position, the University will offer the job to the applicant with the longest service with the University.

Section 3.

If an Employee applies but is not selected for a position, upon request by the Employee, the Employee shall have a meeting with the hiring manager to discuss how the Employee might become a more viable candidate.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

Section 1. Professional Development Plans.

Employees may develop a professional development plan. Such a plan should identify the Employee's professional goals and proposed training or other professional development opportunities which may help them achieve those goals. Employees should consult with their supervisors regarding their professional development plans. Supervisors must give prior written approval before Employees may attend proposed training and/or professional development opportunities during working hours.

Section 2. Participating in Professional Development Activities During the Workday

Employees shall receive their regular rate of pay for hours spent attending professional development activities or job-related training required or approved by the Employer. Employees will participate in such activities or training consistent with University policy, including the Schedule and Work Modality Policy. In particular, Employees must participate in activities or job-related training in a manner that does not interfere with the operation of the University's offices and programs. With the exception of professional development activities or job-related training sponsored by the Office of Human Resources, the Employee's supervisor will review the request and make a decision whether the request will be granted and provide an explanation for any denial of a request.

Section 3. Use of Educational Benefits During the Workday

Employee's use of their educational benefits must be in a manner that does not interfere with the operation of the University's offices and programs and is consistent with University policy, including those related to the use of education benefits and the Schedule and Work Modality Policy. If a course conflicts with an Employee's regularly scheduled workday and hours, they must make a written request for flexible scheduling options (i.e., flex time, compressed work week, or compressed work schedule) to accommodate the course. The Employee's supervisor will review the request and make a recommendation to the department head. The department

head will make the final decision whether the request will be granted and provide an explanation for any denial of a request.

ARTICLE 18 – NON-DISCRIMINATION

Section 1. Non-Discrimination

The Employer is an equal opportunity employer and affirmative action institution that operates in compliance with applicable laws and regulations. The Employer and the Union shall not discriminate in their programs and activities on the basis of race, color, national origin, religion, sex (including pregnancy), age, sexual orientation, disability, marital status, personal appearance, gender identity and expression, family responsibilities, political affiliation, source of income, veteran status, an individual's genetic information, or any other protected bases under federal or local laws. Further, all University Employees, including those in the Provost's Division, are subject to the University's non-discrimination policies (available at: <https://www.american.edu/policies/au-community/index.cfm>).

Where enforcement mechanisms exist under Federal, State, or local laws, alleged violations of this Article will not be subject to the Grievance Procedures of Article 6, but will be handled in accordance with the procedures provided for members of the University community. In addition, no dispute or grievance with respect to the interpretation or application of this Article shall be subject to the Grievance and Arbitration provision of this Agreement, and rather shall be resolved through the required regulatory or statutory mechanisms.

Section 2. Commitment to Diversity, Equity, and Inclusion

The Employer, the Union, and the Employees share a mutual commitment to the principles of diversity, equity, and inclusion. The parties hereto reaffirm their commitment: (a) to a policy of nondiscrimination and fair employment and (b) to the active promotion of diversity, equity, and inclusion in all positions.

ARTICLE 19 - PERSONNEL RECORDS.

Section 1. General

Per AU policy, the University will maintain official personnel records for all Employees in Human Resources.

Section 2. Inspection

Employees are entitled to inspect their official records in Human Resources by contacting Human Resources in advance (Employeerelations@american.edu). Human resources will work with the Employee to schedule a time, place, and manner for the inspection to occur.

Section 3. Disciplinary/Discharge Action

If disciplinary/discharge action is reduced to writing by a supervisor, the writing shall be signed and dated by the supervisor and placed in the Employee's official personnel record and a copy shall also be provided to the Employee at issuance.

Section 4. Right to Comment

The Employee has the right to comment on any performance management plan in their personnel file which they believe to be inaccurate or incomplete, and such comment shall become a part of that file for as long as the file (or performance management plan in such file) is maintained. It is understood that the presence of such comments in the file does not imply the University agrees with or endorses the comments.

Section 5. Grievances

Upon request, the University shall supply SEIU with a copy of documents in the Employee's official personnel record relevant to processing a grievance.

ARTICLE 20 - SAVINGS AND SEPARABILITY

In the event any portion of this Agreement is invalidated by the passage of legislation, final decision of a court, or government agency having competent jurisdiction, such invalidation shall apply only to the provision invalidated and all remaining provisions of this Agreement not invalidated shall remain in full force and effect. The parties shall bargain in good faith with respect to any provision found to be unlawful. Any substitution for the invalidated provision that is mutually agreed upon between the parties shall be reduced to writing and shall become a part of this Agreement.

ARTICLE 21 - PARTICIPATION ON UNIVERSITY COMMITTEES

The Union supports the existence of committees and forums through which staff members can provide input to advise the University on matters of interest to the University community. All University committees, forums, organizations and associations that existed prior to the certification of SEIU Local 500 as the exclusive bargaining agent for Employees as defined in this Agreement will continue to operate, and any new University organizations created in the future may, in the University's discretion, include as part of their regular business, discussions and decisions on any issue considered to be within the scope of bargaining as set forth in the National Labor Relations Act.

However, unless a provision of this Agreement provides otherwise, any recommended action made by any such committee as it pertains to bargaining unit Employees on any subject which constitutes a mandatory subject of bargaining may not be approved, finalized or implemented by the University until the University notifies and bargains with the Union. Any recommended action made by any such committee as it pertains to bargaining unit Employees on any subject which constitutes a permissive subject of bargaining may not be approved,

finalized, or implemented until the University notifies and, if requested, initiates bargaining with the Union over the impact of said action.

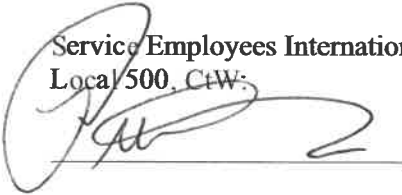
Bargaining unit members may participate in University organizations or committees consistent with those organizations' rules and on paid release time from their jobs consistent with past practice. They may not serve as voting members on any committee that makes decisions or provides recommendations on matters that by law constitute subjects of bargaining, as set forth in the National Labor Relations Act, including Staff Council, University Benefits Advisory Project Team, University Budget Committee, and Staff Personnel Review Board.

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be effective beginning at 12:01 AM on September 16, 2022, through 11:59 PM on September 15, 2024, and from year to year thereafter, unless written notice of a desire to terminate or modify this Agreement is given by either party to the other party by registered or certified mail at least sixty (60) days prior to any such renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Service Employees International Union,
Local 500, C+W:



Date: 10/17/22

American University:

DocuSigned by:
Seth Grossman
1A62D015E1D0468...
Seth Grossman, Vice President,
People & External Affairs &
Counselor to the President

Date: 10/14/2022

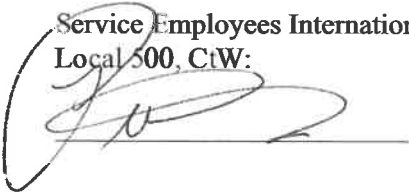
Side Letter - Subcontracting

During the term of the collective bargaining agreement between the Union and the University effective September 16, 2022 – September 15, 2024, the Employer has no intent to subcontract any work that would result in the loss of employment of any bargaining unit Employees.

If, during the term of this collective bargaining agreement, the Employer decides to subcontract work that would result in the loss of employment of any bargaining unit Employees, the Employer shall give the Union at least sixty (60) days' notice in writing. Upon the Union's request, the Employer and Union shall meet and confer, and the parties will engage in effects bargaining, regarding the subcontracting.

The above requirement for notice and effects bargaining shall not apply in the case of subcontracting that is necessary due to short-term projects, subcontracting stemming from an emergent and unforeseeable circumstance, or subcontracting necessary to supplement the workforce due to a need to supplement the workforce due to staffing levels.

Service Employees International Union,
Local 500, CtW:



Date: 10/17/22

American University:

DocuSigned by:
Seth Grossman
1AC2D015E1B04C8...
Seth Grossman, Vice President,
People & External Affairs &
Counselor to the President

Date: 10/14/2022