

**AGREEMENT**

**BETWEEN**

**AMERICAN UNIVERSITY**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW**

**from**

**July 1, 2024**

**through**

**June 30, 2025**

**COLLECTIVE BARGAINING AGREEMENT**

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## **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 under-performing 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,” “Employer,” 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, by American University in Washington, DC (i) in the Provost’s Division (also referred to as the Academic Affairs Division); (ii) in the Office of Undergraduate Enrollment Management and the AU Museum; and (iii) in Student Affairs, Information Technology, and University Communications & Marketing Divisions<sup>1</sup> (collectively, “Employees”), 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; Senior Manager, Web Strategy; Assistant Director, Finance and Administration; Social Media Manager; Manager, Budget and Administration; Community Director; Community Director for Diversity and Inclusion Programs; Marketing Account Director; confidential employees; managers; guards; and supervisors as defined by the National Labor Relations Act.

#### B. Bargaining Unit Information

On the first working day of the month, 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:

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<sup>1</sup> The Academic Affairs Division, the Office of Undergraduate Enrollment Management, and the AU Museum were certified in Case No. 05-RC-266608; and Student Affairs, Information Technology, and University Communications & Marketing Divisions were certified in Case No. 05-RC-341134.

- i. Legal Name;
- ii. Preferred Name;
- iii. Home address;
- iv. Home phone number;
- v. Cell phone number;
- vi. Work email;
- vii. Personal email;
- viii. Employee ID number;
- ix. Job title;
- x. Job location/department;
- xi. Work address (building and room number);
- xii. Full-time or part-time status, including “casual” and “regular”;
- xiii. Date of hire;
- xiv. Assigned Work Modality; and
- xv. Rate of Pay or Salary.

The Employer shall notify the Union of new hires and departures from the bargaining unit (i.e., those hired/transferred to position out of the unit, terminations, discharges, and/or resignations) by submitting a report, no later than the first working day of the month following the date of the occurrence giving rise to the notice obligation (for example, if an Employee is promoted out of the bargaining unit on June 15<sup>th</sup>, the Employee’s promotion information will be included on the July 1<sup>st</sup> reporting).

#### **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 4. 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.

During the term of the 2024-2025 collective bargaining agreement, the parties shall have additional JLMC meetings to discuss issues related to University leaves and benefits. The CFO, Chief Human Resources Officer, and the Executive Director of Total Rewards and Service Delivery, shall attend these meetings. The additional meetings shall take place on the same cadence as the University Benefits Advisory Project Team meetings. The JLMC shall receive the same information about benefits and leaves that is provided to the University Benefits Advisory Project Team. JLMC feedback about contemplated changes to benefits and leaves shall be shared with the executive leadership of the University.

## **ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **Section 1. Definition of Grievance**

A “grievance, whether individual or group, is defined as a dispute arising out of the interpretation, application, or alleged breach of this Agreement. A “group grievance” is a

grievance affecting more than one unit member. 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 meeting to discuss a grievance should involve the Employee(s) and their Union representative(s) (up to 1 elected representative and 1 SEIU staff person), their supervisor and/or the Director of Labor Relations. In the case of a group grievance affecting up to three (3) individuals, all grievants may be present. In group grievances affecting more than three (3) individuals, one (1) additional grievant may be present for every ten (10) individuals affected by the grievance, up to a cap of ten (10) grievants. 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**

### **A. 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 (or their designee) and/or the Director of Labor Relations – 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 (or their designee) and/or the Director of Labor Relations 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. Every effort will be made to reach an informal resolution 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 foregoing informal discussion shall not extend any time periods set forth in this Article, unless the Union and the Employer agree to an extension pursuant to Section 5 below.

If the parties meet informally to resolve a potential grievance and it is not resolved, the parties may skip Step 1 and proceed to Step 2.

### **B. Formal Resolution**

Any grievance concerning an individual termination and any group grievance may be initiated at Step 2.

### 1. 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, grievances shall be delivered to the Director of Labor Relations (or their designee), or 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.

### 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 Employer's Director of Labor Relations (or their designee), or 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.

### 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 Step 3 written statement. If addressed to the Employer, it shall be delivered to the responsible Provost or Vice President or their designee, with a copy to the Employer's Director of Labor Relations (or their designee), or 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 by the contractually binding or mutually agreed upon deadline 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**

### A. 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 referenced 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.

#### **B. 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.

#### **C. 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 5 Time Limitations**

In the event that the time deadlines set forth in this Article 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. Agency Fee.

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. Indemnification

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 twenty-one (21) 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 Director of Labor Relations, or designee, of the names of the workplace leaders who are authorized by the Union as representatives and will notify the Director of Labor Relations, 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 Director of Labor Relations 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.

### **Section 6. 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, Work Schedules, and Work Locations**

#### **A. Work Modality**

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. Upon hire, or upon a change of job duties, each full-time employee shall be informed of their modality. Substantially similar job classifications shall receive the same modality, subject to University need, the operational requirements of the department or unit, and job functions. Nothing in this Article shall prevent an Employee from choosing to work on campus more days than their position's assigned modality.

Subject to paragraph D below, the modality designations for full-time employees are:

- Full On Campus Presence: On campus 5 days per week
- Hybrid 01: On campus 3 or 4 days per week
- Hybrid 02: On campus 2 days per week
- Hybrid 03: On campus 1 day per week
- Hybrid 04: On campus 1 day per month

Part-time employees are not subject to the above designations, but expectations for on-campus presence will be made clear and paragraph D below shall apply.

Positions assigned to a hybrid modality shall be permitted to work remotely the Monday through Wednesday prior to the Thanksgiving holiday. Employees assigned to Full On Campus Presence may be allowed to work remotely the Monday through Wednesday prior to the Thanksgiving holiday, as permitted by job duties, University need, and operational requirements of the department or unit.

During the Summer Session (defined as the period between Commencement and New Student Orientation), Employees will be offered the opportunity for increased telework as permitted by job duties, University need, and operational requirements of the department or unit, provided such opportunity is made available to non-bargaining unit employees. Department Heads (or their designees) will communicate such opportunities in writing to subordinates at least two (2) months before the start of the summer session. If job duties, University need, or operational requirements of the department or unit do not allow for increased telework during the summer session, Department Heads (or their designees) will communicate this in writing to subordinates at least two (2) months before the start of the summer session.

#### B. Work Schedules and Reasonable and Customary Work Breaks

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.

The University's standard work schedule for full-time Employees includes working seven (7) hours a day, with a one (1) hour unpaid break, for a total of thirty-five (35) hours per week (unless otherwise specified on a job posting or description).

For Employees who work four (4) hours or more, a reasonable and customary work break would normally mean a break of fifteen (15) minutes. For an Employee who works six (6) hours, a reasonable and customary work break would normally mean a break of thirty (30) minutes. For employees who work seven (7) hours or more, a reasonable and customary work break would mean a break of one (1) unpaid hour. It is recognized that circumstances may occasionally make a break not feasible. In such a case, the Employee and their Supervisor shall discuss alternate break arrangements, including, if applicable, staffing and work priorities. Nothing in this Agreement will prevent an employee from voluntarily taking less time for work breaks.

#### C. Work Location

Each Employee with an on-campus presence shall be furnished with a consistent space on campus to perform their job duties and for collaboration and communication with their office, department, or team. Issues with work space assignments shall be discussed at the Joint Labor Management Committee.

#### D. Changes to an Employee's Modality, Schedule, or Work Location

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.

Management shall provide at least four (4) weeks' notice before modifying an Employee's modality or regular work schedule. Management shall provide at least one (1) week's notice before moving an Employee's work location.

Employees may request changes in their work schedules, modalities, and/or work location, and such requests will be evaluated and approved or denied based on University need, the operational requirements of the department or unit, and the Employee's job duties. When Management denies an employee's written request for a change in modality, schedule, or work location, it will respond in writing with an explanation of why the proposed change would conflict with University need, the operational requirements of the department or unit, and/or the Employee's job duties.

### **Section 2. Copy of Job Description**

Upon initial employment and upon each change in job title, job duties (either added or removed), 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, modality, or work schedule as applicable. Employees may request a copy of their job description from Human Resources at any time and it should be shared within a reasonable time after their request, normally no more than five (5) business days after the request is made.

If an Employee's job duties are changed, the supervisor will discuss the changes to and updated expectations for the position with the Employee and the Employee's eligibility for a temporary stipend or permanent increase shall be discussed.

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.

### **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.

No non-exempt Employee shall be required, pressured, or permitted by their supervisor to work in excess of forty (40) hours in a work-week without payment of overtime.

Whenever a bargaining unit member believes that their work responsibilities cannot be completed within regular work hours, the appropriate supervisor shall assign priorities to the work of a bargaining unit member whenever the employee so requests

### **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 at least ten (10%) percent of their salary per pay period for the duration of the temporary assignment. 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 at least ten (10%) percent of their salary per pay period for the duration of the temporary assignment. 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, upon request to their supervisor, shall 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. 2024 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. 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. Performance pay increases shall be available to full-time Employees. The Union may file up twenty (20) individual (not group) grievances per year of the Agreement regarding the application of the Performance Pay Pool. Bargaining unit Employees awarded a performance rating of 3 (“meets expectations”) in overall score shall be guaranteed a Performance Pay Pool increase of one-half percent (.5%) and 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 of one percent (1%).

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 (except the across-the-board increase set forth below) that is greater than the annual Performance Pay Pool increase of the year in which the increase is to be granted. The 2024 across the board increase will be granted after the first full pay period following the Date of Ratification of this Agreement or July 1, 2024, whichever is later, as follows:

- All Employees employed as of July 1, 2024 shall receive a three percent (3%) across the-board increase; and
- Following the across-the-board increase,
  - Any Full-Time Employee with two (2) to three (3) completed years of full-time service in their position shall be moved to 80% of the midpoint of their pay band. Employees in band 2.1 with two (2) to three (3) years of completed fulltime service in their position shall be moved to 85% of the midpoint of their pay band; or
  - Any Full-Time Employee with four (4) to five (5) years of completed full-time service in their position shall be moved to 90% of the midpoint of their pay band; or
  - Any Full-Time Employee with six (6) or more completed years of full-time service in their position shall be moved to 100% of the midpoint of their pay band.

The 2024 Performance Pay Pool (the pool is one percent (1%)) increase will be granted after the first full pay period following the Date of Ratification of this Agreement or September 1, 2024, whichever is later.

In the event the University determines that the effective date of annual increases shall be earlier than September 1<sup>st</sup> 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.

## **Section 2. 2024 Structure Adjustments**

On the same date that the 2024 across-the-board increase is granted, all points in the University's pay band structure will increase by four percent (4%). 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).

The increase in the pay band structure shall not be higher than the sum of the agreed to across-the-board increase and Performance Pay Pool increases for that year.

The Employer agrees that during the life of this Agreement, it will devote time, upon the Union's request, to discuss the issue of moving to a step structure.

### **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.

### **Section 4. 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**

### **Section 1. 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 unless otherwise stated. As of July 10, 2024, 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

The Leave policies set forth above can be found at [american.edu/policies](http://american.edu/policies).

**Section 2. 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.

**Section 3. 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. Fulltime Employees accrue vacation per the schedule below according to the length of time they have been employed by Employer.

<b>Years of Service</b>	<b>Vacation Accrual</b>
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.

During some periods of heavy workload, excessive time off requests would create undue burden on employees and operations. These periods of heavy workload are referred to as blackout periods. No department shall create blackout periods of longer than two (2) consecutive months, and no more than six (6) months of the year shall be blacked out. Additionally, there shall be at least one (1) month between blackout periods. Each department shall send the blackout dates to employees at the beginning of the academic year (beginning of August).

The Employer has the discretion to deny leave requests if they cannot be accommodated based on operational needs.

## 3. 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 e-mail, a leave carryover request to their supervisor and copy Human Resources. The supervisor will respond within 5 business days as to whether the request will be approved or denied.

In addition, the University shall not deny the use of Annual Leave after it was approved by a supervisor or a member of Management or require the Employee to return to work for the duration of an approved leave request, except in the case of emergencies where no alternative is available. If such an emergency arises: 1) Management shall provide alternate dates that the Employee can take leave, or inform Human Resources that the leave should be eligible for carry over until October 31 if the employee so chooses; 2), the Employee shall be allowed to do their work for the duration of the approved leave request remotely if the specific nature of the emergency tasks does not require in-person presence; 3) if travel must be canceled or rescheduled, the Employee shall immediately inform the Management of any financial costs associated with such cancellation, whereby Management may either rescind the cancellation or assume responsibility for the cost to the Employee for lodging and travel, provided Employee provides documentation of such costs.

## 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.

#### **Section 4. 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.

Employees who want to observe a religious holiday not listed above shall follow the reasonable accommodation process. Such employees may be accommodated in one of the following ways, using Annual Leave, receiving a schedule adjustment, taking leave without pay, or another reasonable accommodation that does not cause an undue burden on the University.

**Section 5. 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.

**5. 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.

#### **Section 6. Bereavement Leave.**

In the event of the death of a full-time Employee's immediate family member, upon notification to their supervisor, 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. These days may be taken non-consecutively. Employees must inform their supervisors of their anticipated date of return from Bereavement leave. Bereavement leave may be extended with annual leave with the approval of an employee's supervisor. For the purposes of bereavement leave, "immediate family" is defined as the Employee's parent, step-parent, sibling, step-sibling, spouse, domestic partner, child, grandparent, grandchild, a person who raised the Employee in lieu of a parent, or member of the Employee's household.

In the event of the death of a full-time Employee's extended family member, upon notification to their supervisor, 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 aunt, uncle, niece, nephew 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.

#### **Section 7. Sick Leave**

New employees shall be granted five (5) sick days at the beginning of their employment and shall not accrue sick leave until the beginning of their fifth month. Otherwise, employees shall accrue sick leave at the rate of one (1) day per month.

#### **Section 8. 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.

### **Section 9. 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**

### **Section 1. 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, 2025, the University shall contribute 95% of the premium for bargaining unit Employees who earn less than \$60,000 per year and elect Individual coverage. The Employee shall contribute the other 5% of the premium cost.

Effective January 1, 2025, for Employees who earn less than \$60,000, the University shall pay 80% of the premium cost for Employees electing Employee Plus One coverage or Family coverage. The Employee shall contribute the other 20% of the premium cost.

During the term of this Agreement, no Employee's subsidy percentage shall be negatively impacted as a result of the increases described in Article 9.1.A, Wages. For purposes of clarification:

- If an Employee was increased beyond \$55,000 on July 1, 2023 as a result of the across-the-board increase, the Employee will continue to get the 95% subsidy for Individual coverage until July 1, 2025.

- If an Employee was increased beyond \$55,000 on September 1, 2023 as a result of the Performance Pay Pool increase, the Employee will continue to get the 80% subsidy for Employee Plus One or Family coverage until September 1, 2025.
- If an Employee is increased beyond \$60,000 as a result of the changes set forth in Article 9.1.A, Wages, the Employee will continue to receive the 95% subsidy for Individual coverage or the 80% subsidy for Employee Plus One or Family coverage until July 1, 2025 (if they are increased beyond \$60,000 as a result of the across-the-board increases and additional increases through the band) or September 1, 2025 (if they are increased beyond \$60,000 as a result of a Performance Pay Pool increase.)

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.

## **Section 2. 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.

## **Section 3. 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

#### **Section 4. Changes to Benefit Policies**

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. Union Notice and Layoff Process**

The University recognizes the value of retaining qualified Employees and acknowledges 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 ten (10) business days in advance of the implementation of a decision, approved by the responsible Vice President or the Provost to reorganize within a Department or School that will result in the layoff of bargaining unit employees. Nothing in this Agreement shall prevent the University from

notifying the Union at an earlier point in the decision-making process. The Union agrees that once notice has been provided, it shall keep the information about the layoffs confidential. Those informed shall be the Union Staff representative, the chair and vice-chair of the Union Representative Committee, and the representative assigned to the constituency.

a) During this ten (10) day period, the University shall consult with the Union for the purpose of discussing how the resulting layoff(s) will be managed, including whether a voluntary separation program will be offered. The University shall provide information about the business justification for the layoff(s) and the impact on bargaining unit Employees, and the reorganization shall be added as an agenda item for the earliest possible meeting of the Joint Labor Management Committee.

b) Before the decision to lay off Employees is implemented, the Employer shall determine whether Employees whose positions are eliminated can be transferred to other open positions in the bargaining unit for which they are qualified. If an Employee is offered a transfer to an open position, the offer will reflect the salary the University has budgeted for the position but shall take into account the qualifications and years of experience of the incoming Employee. If an impacted Employee declines the transfer, they shall be offered the benefits outlined in Sections 6 and 7 below and shall not be placed on the recall list.

c) If the Employer offers a voluntary separation, any Employee who agrees to a voluntary separation shall receive the benefits set forth in Section 7, provided they comply with the requirements of that Section and waive their recall rights. If offered this option, an Employee may have up to five (5) business days to accept or decline. If no Employees voluntarily resign or an insufficient number of Employees voluntarily resign, the Employer may move forward with layoffs

d) The requirements of Section 1 shall not apply to any layoff affecting three (3) or fewer bargaining unit Employees in a Department or School unless a layoff affects all bargaining unit Employees within a Department. The Employer shall not use this exception for the purpose of avoiding the obligations outlined in Section 1 above.

## **Section 2. Layoff Notice**

An Employee who is laid off by the Employer shall receive at least forty-five (45) days' notice or forty-five (45) 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 comparative

qualifications and ability to perform the essential job functions. The University shall give substantial weight to seniority (as defined by Section 4 below) 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, and ability to perform the essential job functions, then seniority shall be determinative. In the event a more senior Employee is selected over a more junior employee in the affected classification, the Employer shall provide its business justification to the Union in writing.

#### **Section 4. Seniority**

Seniority shall be defined as an Employee's length of service in the Provost's Division or in a bargaining unit position based on date of hire. Any time spent outside of the bargaining unit since the date of hire will not count towards length of service.

An employee's seniority shall be broken for any one of the following reasons: (a) If an employee retires or resigns and does not return for three (3) years; (b) if an employee is discharged and not reinstated; (c) if an employee fails to report from layoff when recalled in accordance with this Article.

#### **Section 5. Recall**

Employees who have received notice of layoff under the provisions of this Section shall be eligible for and placed on a recall list for twelve (12) months. The recall list shall be shared with the Union.

If the University posts for an open bargaining unit position, it shall offer the position to an employee on the recall list, provided that, in the University's reasonable assessment, they are qualified to fill the position. The University shall also consider seniority when assessing qualifications under this Section 5. In the event the Employer determines there is more than one qualified employee for the position on the recall list, the more senior employee shall be recalled first. If the first employee does not accept the recall offer, the position shall be offered to the next most senior employee who is qualified for the position. This process shall be followed until there are no qualified Employees remaining. If no one on the recall list is qualified for an open position, in the Employer's reasonable assessment, outside candidates may be considered.

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, whichever is earlier. If an Employee who is on the recall list applies for an open position and is denied because they are not considered to be qualified, the University shall provide the Employee with a written explanation.

Notice of recall shall be sent to the Employees as follows:

- (a) Via telephone call to the Employee's last known telephone number on file in the University's official records. The University shall leave a voicemail if possible.



(b) Via email communication to the Employee’s last known personal email address on file in the University’s official records, with a copy to the Union.

If an Employee is recalled and accepts the position during the weeks they are receiving severance, they shall return the pro-rata portion of their severance for the weeks they are employed by the University (e.g., the Employee received 6 weeks of severance and was recalled after 4 weeks, the Employee shall return 2 weeks of severance).

If an employee fails to accept the position within five (5) business days from the date of the e-mail notice of recall, the employee shall be removed from the recall list. Extensions may be granted by the University on a case-by-case basis.

**Section 6. 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 7. Severance Benefits**

Laid-off Full-time Employees are eligible for the severance benefits set forth in this Article. To receive severance benefits, 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).

A. Severance Pay

Severance pay is subject to all applicable withholdings.

Severance pay is determined according to the following schedule:

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

7th Year	7 Weeks
8th 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.

**B. Tuition Remission**

- i) Consistent with current practice, Employees who are laid off and who are receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs.
- ii) The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework in the semester in which the employee is laid-off and receiving tuition remission may continue to receive tuition remission for the balance of that semester.

**C. Outplacement Services**

An employee who is laid-off shall be eligible for outplacement services in the amount of one thousand five hundred dollars (\$1,500) provided by a vendor selected by the Employer, or, at the employee’s written election, payment in lieu of outplacement services.

**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 expected outcomes and competencies and then record the goals and expected outcomes in the Employee’s

performance Management plan annually by the deadline that the Employer sets for non-represented staff (typically by mid-October 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. Feedback**

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. Just Cause**

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**

**Section 1. Safe And Healthy Working Environment**

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.

### **Section 2. Requirement To Report**

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.

### **Section 3. Reasonable Right of Refusal**

Consistent with applicable law, no Employee shall be required to work under abnormally dangerous conditions or other conditions, which the employee has a reasonable and good-faith belief may lead to death, serious injury or illness. The University shall promptly address any concerns raised under Section 2, including reassigning Employee to an alternate temporary worksite as needed, including working from home, if possible. There shall be no retaliation against any Employee for making a good-faith report under Section 2 of this Article or refusing to work under abnormally dangerous conditions or other conditions, which the employee has a reasonable and good-faith belief may lead to death, or serious injury or illness.

## **ARTICLE 16 - JOB POSTING**

### **Section 1.**

The University shall first post internally all open full-time and part-time bargaining unit positions, including new positions and vacancies, for at least five (5) business days before posting externally. This internal posting requirement does not apply to Casual Part-Time and Temporary Employee positions. 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.

Notwithstanding the foregoing, all posting requirements may be waived where it is proposed to hire, transfer, or reclassify an individual for a bargaining unit position 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, the modality of the position and any anticipated exceptions to that modality including during training periods, 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.

**Section 3. Bullying**

The Employer, the Union, and the Employees share a mutual commitment to the creation of a bullying free workplace. The Employer agrees that during the life of this Agreement, it will devote time, upon the Union’s request, to discuss and work towards solutions to the issue of bullying.

**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](mailto: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.

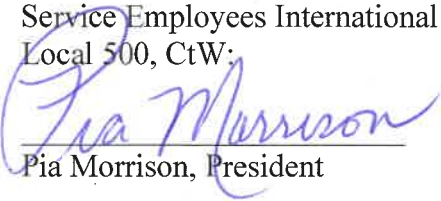
Bargaining unit members may participate in University organizations or committees consistent with those organizations' rules and on paid release time from their jobs consistent with past practice. They may not serve as voting members on any committee that makes decisions or provides recommendations on 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 July 1, 2024, through 11:59 PM on June 30, 2025. The Parties may commence negotiations for a successor collective bargaining agreement in February 2025, unless otherwise mutually agreed-upon.

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

Service Employees International Union,  
Local 500, CtW:

  
Pia Morrison, President

American University:

DocuSigned by:  
  
Jonathan Alger, President

Date: July 23, 2024

Date: 7/24/2024

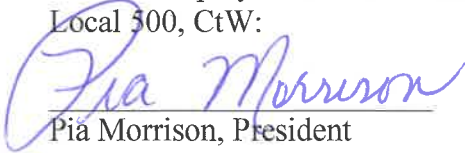
### Side Letter - Subcontracting

During the term of the collective bargaining agreement between the Union and the University effective July 1, 2024 through June 30, 2025, 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:

  
Pia Morrison, President

Date: July 23, 2024

American University:

DocuSigned by:  
  
CA2C368514D1445  
Jonathan Alger, President

Date: 7/24/2024

**Side Letter - January 2025 Longevity Increases**

As of July 10, 2024

Emily Frias  
Business Agent  
Service Employees International Union, Local 500, CtW  
901 Russell Avenue, Ste 300  
Gaithersburg, MD 20879

Re: January 2025 Longevity Increases

Dear Ms. Frias:

This letter shall supplement the Collective Bargaining Agreement by and between American University (the "Employer") and the Service Employees International Union, Local 500, CtW (the "Union"), effective July 1, 2024 through June 30, 2025 (hereinafter the "CBA"). The Employer and the Union are collectively referred to as "the parties."

During the negotiations for a successor Agreement, the parties discussed a commitment to reviewing the current compensation system and discussing possible changes, including how to address moving through pay bands and recognizing longevity at the University. As part of the commitment to continuing these discussions, a full-time Employee who earns less than \$80,000 as of January 1, 2025 shall receive a base wage increase in the amounts set forth below, in addition to the across-the-board and Performance Pay Pool increases provided in Article IX(A), Wages, according to the following schedule:

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

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

If the forgoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the parties.

Sincerely,

**AMERICAN UNIVERSITY**

DocuSigned by:  
*Jonathan Alger*

Jonathan Alger

President

Date: 7/24/2024

ACCEPTED AND AGREED TO:

**SEIU, LOCAL 500 CtW**

A handwritten signature in black ink, appearing to read 'Emily Frias', is written over a horizontal line.

Emily Frias  
Business Agent

Date: 7/23/24

Side Letter - Newly Accreted Bargaining Unit

Emily Frias  
Business Agent  
Service Employees International Union,  
Local 500, CtW  
901 Russell Avenue, Ste 300  
Gaithersburg, MD 20879

Re: Newly Accreted Bargaining Unit

Dear Ms. Frias:

This letter shall supplement the Collective Bargaining Agreement by and between American University (the “Employer”) and the Service Employees International Union, Local 500, CtW (the “Union”), effective July 1, 2024 to June 30, 2025 (hereinafter the “CBA”). The Employer and the Union are collectively referred to as “the parties.”

On June 12, 2024, certain employees from the Student Affairs, Information Technology, and University Communications & Marketing Divisions were accreted into the Provost Division bargaining unit following an election conducted by Region 5 of the National Labor Relations Board (05-RC-341134) (“Accreted Employees”). At the time the election results were received, the parties had already reached an overall tentative agreement for the CBA.

Instead of re-opening bargaining for the CBA, the parties agreed that, during the term of the CBA, upon request of the Union, the parties will bargain over topics not covered by the CBA that are applicable only to the Accreted Employees (or a subset of the Accreted Employees).

This sideletter shall expire on the last day of the Agreement and shall be of no further force or effect and shall not be continued as part of the post-expiration status quo.

If the forgoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the parties.

Sincerely,

**AMERICAN UNIVERSITY**

DocuSigned by:  
*Jonathan Alger*  
CA2C36851D11445...  
Jonathan Alger  
President  
Date: 7/24/2024

ACCEPTED AND AGREED TO:

**SEIU, LOCAL 500 CtW**



Emily Frias

Business Agent

Date: 7/23/24