

Collective Bargaining Agreement

Between

American Bridge 21st Century

And

Service Employees International Union (SEIU) Local 500, CtW

Tentative Agreement

September 1, 2021 through September 1, 2025

AGREEMENT

This Agreement, effective September 1, 2021 entered into between American Bridge 21st Century (“American Bridge” or “Employer”) and Service Employees International Union, CTW, Local 500, hereinafter referred to as the “Union.”

ARTICLE 1 UNION RECOGNITION AND UNIT

- A. American Bridge recognizes the Union as the exclusive collective bargaining representative of all regular full time and regular part-time employees in the job classifications listed in B, excluding all confidential employees and supervisors as defined under the National Labor Relations Act.
- B. All full-time employees of American Bridge employed in the following classifications are covered by this agreement: Deputy Research Director; Senior Research Associate; Research Associate; Media Monitor; Tracking Coordinator; Tracker/Field Researcher; Records Collection Team Manager; Deputy Communications Director; Writer; Editor; Senior Executive Writer; Broadcast Media Manager; Press Assistant; Video Editor; Senior Video Editor & Motion Graphic Artist, Digital Strategist; Software Developer; Systems Administrator; IT Assistant
- C. Excluded from the bargaining unit are: Chairman; President; Chief of Staff to Chairman/Senior Advisor; Chief Financial Officer; Comptroller; Staff Accountant; Technology Director; Operations Director; Deputy Tracking Director, Deputy Operations Director; Compliance Manager; Office Coordinator and Scheduler; Vice President of Strategic Communications; Communications Director; Senior Communications Advisor; Digital Content Director; Video Production Director; Vice President of Research; Research Director; Vice President of Campaigns; Political Director; Polling and Analytics Director
- D. Should the Employer create any future positions, and the position(s) is not supervisory or confidential as defined in the National Labor Relations Act, such position(s) shall be accreted into this bargaining unit, under the terms of this agreement. The parties shall meet and confer with respect to the establishment of a salary level.

ARTICLE 2 EMPLOYEE DEFINITIONS

- A. Regular full-time employees are those employees who work 40 hours per week.
- B. Regular part-time employee positions do not exist at American Bridge, Should American Bridge establish regular part time positions in the future, the parties shall meet and confer over the creation of such positions, and the terms for their

coverage under this agreement.

- C. Temporary employees are salaried or paid hourly. These employees are primarily interns, fellows or other staff hired to work for employment terms limited to 6 months or less for distinct short-term projects. Temporary employees shall be identified as such at the beginning of their employment and are excluded from the unit.

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

- A. It shall be a condition of employment that all employees who are covered by this Agreement, shall no later than the thirtieth (30) day following the beginning of their employment or thirty days following implementation of this agreement, whichever is later, either become and remain members in good standing in the Union or choose not to join the Union and pay the agency fees as calculated by the Union.
- B. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing shall remain members in good standing, or pay the agency fee referenced in paragraph A above.
- C. When American Bridge is notified in writing by the Union that an employee is delinquent in the payment of Union dues or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, or has failed to pay the agency fees, American Bridge shall immediately terminate such employee until such time as the Union has notified American Bridge that the employee is in good standing. American Bridge shall have no obligation to take any action under this provision until it receives a certified letter from the Union that an employee is not in compliance with the employee's membership obligation. American Bridge shall have up to five (5) days from that date to terminate an employee who is not in compliance. The certified letter requesting termination shall also be copied to the employee affected by the notice.
- D. Upon written notice from the Union, American Bridge will deduct Union membership dues or agency fees from each employee pursuant to a written authorization executed by the employee(s) and provided by the Union.
- E. American Bridge agrees that upon individual authorization from members, periodic union dues, initiation fees or agency fees shall be deducted by American Bridge from the employee's paycheck each pay period and forwarded to the Union within seven days after the last pay period of each month. Such authorization can be written, electronic or through verifiable voice recording.
- F. American Bridge will notify the Union promptly of any revocation of such authorization received by it.
- G. American Bridge will provide to the Union in writing the name, address, and unique identification number of each employee in the bargaining unit hired or terminated. Upon request from the Union, American Bridge will provide to the Union an electronic

listing of names, addresses, and positions held of all unit employees.

- H. The Union hereby agrees that it will indemnify and hold American Bridge harmless from any claims, actions or proceedings by any employee arising from deductions made by American Bridge under this contract. If an incorrect deduction is made and submitted to the Union, the Union shall refund any such amount directly to the involved employee.

ARTICLE 4 MANAGEMENT RIGHTS

- A. American Bridge shall have the sole and exclusive right to manage its business; to decide each and every question pertaining to that business; and it shall retain all inherent rights, privileges, and prerogatives generally held by management, except to the extent they are expressly waived or limited in this Agreement. These rights include, but are not limited to, American Bridge's exclusive right to establish new jobs and to adjust the content of existing jobs; to decide whether to use its own personnel; to direct the work force; to determine the schedules and nature of work to be performed by employees and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments; to achieve the highest level of employee performance and production consistent with American Bridge's interests; to make and enforce reasonable rules of conduct and regulations; to hire, layoff, promote and transfer employees; to discipline or discharge employees for just cause; to utilize employees wherever and however necessary; and to maintain efficiency and order at American Bridge. Unless otherwise limited by this Agreement, American Bridge has the right to enforce the policies identified in its Employee Handbook. The exercise or non-exercise of rights hereby retained by American Bridge shall not be construed as waiving any such right, or the right to exercise them in some other way in the future. Neither the management rights reserved by American Bridge nor their use in the conduct of its business shall be subject to the grievance and arbitration provisions of this Agreement.
- B. American Bridge specifically reserves and the Union recognizes American Bridge's right to implement, maintain, cancel or modify any benefit, program, policy, practice or procedure not specifically controlled by the language of this Agreement.
- C. Subcontracting. Nothing in this Agreement limits American Bridge's right to subcontract or outsource work, but no employee in the bargaining unit will be laid off or suffer any reduction in hours causing their status to change from full time to part time, as the direct result of subcontracting.

ARTICLE 5 UNION RIGHTS

- A. A new employee is entitled to a one-hour orientation meeting with a Local 500 Staff Person or American Bridge union-side designee.

- B. Employees are also permitted to use American Bridge facilities for union meetings at American Bridge during their lunch periods and outside work hours. Use of the meeting facilities shall require prior approval of American Bridge. Use of American Bridge meeting facilities is subject to availability of room(s), and operational needs.
- C. The Union shall designate and American Bridge shall recognize work site leaders who shall have authority to represent the union's interests.
- D. The Union shall have the right to enter American Bridge's offices for purposes of meetings with employees and for purposes of ascertaining whether the terms of this agreement are being adhered to, with advance notice and approval of American Bridge. Meetings with employees shall be held in ways that do not conflict with employees work obligations.
- E. American Bridge shall provide a bulletin board for the Union's use at the employer's facility. The Union agrees to use this bulletin board only for union business and will not use the bulletin board for political purposes, to disparage management or American Bridge.

Article 6

JOINT LABOR MANAGEMENT MEETING

- A. The parties agree to the creation of a joint labor management committee (JLMC). The purpose of the committee shall be for the parties to address issues of interest or concern to either party.
- B. The committee shall be made up of up to four (4) representatives of the union and up to four (4) representatives of American Bridge.
- C. The committee shall meet a minimum of three (3) times per year at mutually convenient dates and times.

ARTICLE 7 PROBATION

- A. Unless waived by the Employer and the Union, every new permanent employee shall be subject to an Initial Probation, during which employment may be terminated at any time at the discretion of the Employer. Initial Probation for all employees is ninety (90) days. Employees hired on a temporary basis intended to be less than six (6) months shall be subject to an initial probation of thirty (30) days. Termination during or at the end of this Initial Probation is not subject to the grievance procedure contained in this agreement.
- B. New employees will be informed of this policy through the packet of materials they receive when they begin work. Included in the packet shall be a copy of this agreement. The employee may seek assistance from the HR staff during Initial Probation. Each new employee will be given an informal evaluation by their director within the first three months of their employment.

**ARTICLE 8
PROGRESSIVE DISCIPLINE**

- A. The parties agree that the purpose of progressive discipline at American Bridge is intended to afford every employee the opportunity to learn from mistakes and gain a better understanding of the conduct expected of them at the workplace.
- B. To foster a fair process for managing discipline, American Bridge utilizes the following progressive disciplinary system:
1. **Education** –American Bridge advises the employee of prohibited actions and the consequences of such actions
 2. **Investigation** –American Bridge will conduct a fair and objective investigation before action is taken.
 3. **Issuing Penalty** –American Bridge will assess the merits of each case on an individual basis. American Bridge will exercise progressive discipline with reason and fairness as appropriate under the circumstances. American Bridge may include in its evaluation the seriousness of the offense; circumstances of the offense; employee years of service; disciplinary history; job performance; work history; and other relevant factors.
- C. The potential progressive discipline steps include oral warning, written warning, suspension or demotion, and termination. American Bridge retains discretion to commence progressive discipline at any step, including termination, based on the circumstances of the case, and consistent with the factors set forth in paragraph A.3 above.

**ARTICLE 9
DISCIPLINE AND DISCHARGE**

- A. After Initial Probation, a disciplinary action in the form of unpaid suspension, demotion, and discharge may only be taken for just cause.
- B. Just Cause may include but is not limited to the following, which are non-exclusive examples provided for illustrative purposes:
- Demonstrated non-performance of duties
 - Dishonesty
 - Insubordination
 - Violent behavior and threats of violence
 - Harassment or verbal abuse of co-workers, clients, volunteers, or the public
 - Failure to comply with American Bridge policies, procedures, and workplace rules.
 - Failure to conduct oneself in a professional manner, engage in conflicts of interest, or otherwise fail to follow applicable American Bridge policies or legal requirements regarding ethical conduct.
 - Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work, provided such consumption of alcohol is not incidental to any employee's work.

- Unauthorized release of confidential and/or proprietary information
 - Unauthorized possession of weapons
 - Theft, destruction, or unauthorized use of AMERICAN BRIDGE property
 - Performing Outside Work in violation of Outside Work Article of this Agreement
- C. The employee shall have a right to Union representation when disciplinary action is being taken concerning him or her. Prior to any meeting at which disciplinary action will be taken or that may lead to disciplinary action, American Bridge will advise the employee of his or her right to have a Union representative present at the meeting. If a Union representative is requested to attend such a meeting, the date and time of the meeting will be mutually agreed upon by the Union and American Bridge but must be held within 48 hours, unless otherwise agreed to by the parties. By mutual agreement between American Bridge and the Union, meetings that fall under the Weingarten rule may be conducted via a telephone conference call between representatives of American Bridge, the Union and with the employee.
- D. In instances of alleged gross misconduct, the employee may be terminated immediately without notice or additional pay.
- E. All disciplinary notices, except oral warnings, shall be given to an employee in writing. The document will include a space for the employee's signature indicating receipt of the document. The employee's signature only signifies receipt of the document and is not an acknowledgement of guilt or agreement with the contents. If the employee chooses to provide a written response, the response will be included in the employee's personnel file.
- F. All disciplinary records will be maintained in the employee's personnel file. If the employee has no disciplinary problems for a period of twelve (12) calendar months from the date of a disciplinary action, that action will not be considered grounds for further discipline or counted as active discipline.
- G. All Personnel files shall be maintained by Human Resources. American Bridge shall treat personnel files as confidential and available only to appropriate management staff.
- H. Employees shall have the right to review their personnel file by appointment on their own time. The Employer has the right to have a designated representative present when a personnel file is being reviewed.
- I. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file. Any such authorization must be in writing, signed and dated by the employee.
- J. Employees will receive a copy of any material that may be used as grounds for discipline at the time that the material is placed in the personnel file
- K. Employees have the right to place a rebuttal to any material, evaluation, or disciplinary action placed in the personnel file by American Bridge by submitting a written rebuttal

within seven calendar days of the date on which the document or material is first brought to the attention of the employee.

ARTICLE 10 GRIEVANCE PROCEDURE

A. Under this Agreement, the term "grievance" is defined as a disagreement that arises between The Employer and an employee (or employees) or between American Bridge and the Union on questions concerning the interpretation or application of this Agreement, except renewal of this Agreement. This grievance and arbitration procedure does not prevent employees from pursuing remedies at law for matters involving alleged violations of statutory rights.

B. **Procedure** - The employee and immediate supervisor will attempt to resolve the grievance informally. Neither party shall have the authority to alter the terms of this Agreement.

Step 1: If the grievance is not resolved informally, the employee may bring the grievance to the Union and if the Union deems the grievance to be meritorious, the Union shall present it in writing to the employee's immediate supervisor within ten (10) days of the event giving rise to the grievance. The written grievance shall contain a written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, and the signature of the affected employee and/or Union representative. The Union may present a grievance on behalf of any employee or in its institutional interests. The immediate supervisor and the Union shall schedule a grievance meeting not later than ten (10) work days after the Union submitted the grievance to American Bridge in writing. This meeting may take place via telephone with the agreement of both parties. The immediate supervisor or designee shall have ten (10) days to respond to the Union in writing after the conclusion of the grievance meeting. If American Bridge fails to respond within the time limits specified, then the grievance remains unresolved, and the Union may appeal the grievance to the next Step of the procedure.

Step 2: If the grievance is not resolved at Step 1, the union may, within fifteen work days of either receipt of American Bridge's Step 1 response or the time such response was due under Step 1, file an appeal with the Operations Director or designee of American Bridge. The Operations Director or designee and the Union shall schedule a grievance meeting not later than seven work days after receipt of the union's appeal in writing. The Operations Director or designee shall have ten days to respond to the Union in writing after the conclusion of the grievance meeting. If the Operations Director fails to respond within the time limits specified, the grievance remains unresolved and the Union may appeal the grievance to the next Step of the procedure.

Step 3: Binding Arbitration: If the grievance remains unresolved, the Union shall have fifteen work days to appeal the grievance to arbitration from the date of the last written final response from American Bridge by making written notification to American Bridge and a written request to the Federal Mediation and Conciliation Service (FMCS) for a list of five arbitrators.

1. The Union will request that FMCS only furnish names of arbitrators who are members of the National Academy of Arbitrators. If the parties are not able to agree on the selection of an arbitrator, then within seven (7) work days of receipt of this list of arbitrators from FMCS, the parties shall meet and the aggrieved party shall strike the first name and thereafter the other party shall do the same, alternating until one arbitrator remains.
 2. That arbitrator shall be asked to hear the arbitration. The arbitrator shall be bound by and shall not have the power to add to, subtract from or modify the terms of this Agreement. Both parties shall share all expenses of arbitration (including arbitrator costs and court reporter if used), excluding costs of representation and witnesses, equally.
 3. Each party is responsible for bearing its own costs of representation and any and all witness fees and/or expenses. The decision of the arbitrator shall be final and binding upon the parties. The parties shall request that the arbitrator issue the opinion and award promptly, preferably within thirty calendar days of the filing of briefs, if the parties elect to do so, or the close of the hearing, whichever is later. Such deadline can be extended by mutual agreement.
- C. The time deadlines specified in this Article may be extended by a written agreement signed by authorized representatives of American Bridge and the Union.
- D. The Union and American Bridge shall have a right to a copy of all documentation and information that is reasonably available and reasonably necessary for full and proper discussion and understanding of subjects relevant and material to a grievance in question.
- E. Subject to operational needs, American Bridge employees who are grievants or witnesses will be allowed to attend pertinent portions of grievance hearings during work hours.
- F. The Union and American Bridge shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a grievance or arbitration hearing is held.
- G. No employee will be disciplined or suffer a loss of pay or benefits or changes in employment position solely as a direct result of reporting facts that the employee in good faith believes to be true.

**ARTICLE 11
EMPLOYEE EVALUATIONS**

- A. All regular, full-time employees, will be reviewed by their director or an appropriate supervisory representative designated by the director shortly after the end of the employee's successful initial probation, and then annually, by December 31 of each year. Supervisors should also provide a mid-year informal evaluation to employees, in order to afford employees to remedy any performance concerns in advance of the employee's annual performance evaluation.
- B. Employees will have the opportunity to complete an optional annual evaluation of their supervisor(s) to provide an opportunity for employees anonymously to give constructive information regarding the performance of their supervisor(s) using a review process that as established and as may be modified by AmericanBridge at its discretion from time to time. American Bridge shall consult with the union prior to such modifications being made.
- C. Employees are welcome to notify the Human Resources staff of any problem they encounter and Human Resources can assist in recommending an appropriate course of action, if any.
- D. The Employer shall raise performance concerns with an employee at the time they arise and will work with the employee to address such concerns.

**ARTICLE 12
JOB DESCRIPTIONS – FILLING OF VACANCIES**

- A. All positions in the bargaining unit will have job descriptions.
- B. Job Descriptions will be maintained by the Human Resources staff or designee, and the applicable job description will be provided to each new employee when he/she is hired.
- C. Such descriptions shall accurately reflect the actual responsibilities performed by employees in such positions. Each employee's job description shall indicate whether the employee is classified as exempt or nonexempt from the requirements of the Fair Labor Standards Act. For all employees who are entitled to earn overtime pay based on state or federal law, the employee must obtain advance approval in writing from their immediate supervisor before working time for which they can receive overtime pay. Overtime must be approved in advance by the employee's supervisor.
- D. A list of all current employees, their job titles, their dates of hire, and their area of work responsibilities will be maintained by the Human Resources staff or designee. This list will be provided to the union as requested, but no more than three times per year.
- E. All American Bridge job openings in the bargaining unit will be posted internally. Exceptions to this requirement will be made in emergency situations (i.e., when less than two weeks' notice was given by the departing employee, immediate operational

need to fill a position). Current employees will be eligible to apply for job vacancies and an employee's length of service to American Bridge is a factor that will be considered when relevant. Employees who meet the qualifications for posted positions will be granted an interview. American Bridge has sole discretion to select an applicant of its choice for any open position.

- F. American Bridge will maintain a list serve for employees laid off because of election-related reductions in staff for up to one year to announce job openings. Laid off employees will be treated as internal candidates as specified in section E. American Bridge shall have discretion to designate employees as not eligible for recall at the time of layoff, if performance concerns were raised with the employee that have not been addressed to American Bridge's reasonable satisfaction prior to going on lay off status. Any employee so designated shall be excluded from consideration as an internal candidate as specified in Section E.

ARTICLE 13 INCLEMENT WEATHER

- A. American Bridge will follow the Federal Government for opening/closing in cases of inclement weather for employees working at the DC Office. American Bridge employees will otherwise follow the guidance of their state and local government authorities as applicable. Additional decisions for closings will be transmitted to employees via email as early as possible.

ARTICLE 14 OUTSIDE WORK

- A. Employees may not engage in outside employment, consulting, speaking writing, researching which relate to the work or interests of American Bridge or engage in business interests which relate to the work or interests of American Bridge unless expressly authorized by the President or designee. Employees who have any questions as to whether an activity they want to participate in conflicts with American Bridge activities or interests should discuss the issue in advance with their supervisor or the Human Resources designee.

ARTICLE 15 NO LOCKOUTS/NO STRIKES

- A. **No Lockouts** - American Bridge 21st Century agrees that during the term of this agreement it will not lock out employees covered by this agreement.
- B. **No Strikes** - The Union agrees that during the term of this Agreement, neither it nor its officers, agents, representatives or members will in any way, directly or indirectly, engage in, authorize, sponsor, cause, assist, encourage, participate, ratify, sanction, or condone any strike, sit down, sit-in, sick-out, slowdown, work stoppage or sympathy strike, boycott or picketing, or the honoring of any picket line at AMERICAN BRIDGE's office or elsewhere, or other curtailment, restriction or interference with any of AMERICAN BRIDGE's functions or operations, or any other action by the employees in the bargaining unit that would interrupt or

interfere with any operations of AMERICAN BRIDGE.

- C. **Reservation of Rights** – In the event of any violation of this Article by the Union or AMERICAN BRIDGE, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first examined.

ARTICLE 16 COMPENSATION

A. Salary rates for positions covered by this agreement ("Unit employees") are set forth in Appendix A, included below, and by this reference, made a part thereof. Effective September 1, 2021 all current Unit employees shall be placed on the salary structure if their current salary is lower than the current structure. All employees shall receive the raises outlined in Section F through Section I.

- B. The salary rates established in Appendix A are intended to be guaranteed minimums, and are not intended to preclude the Employer from hiring employees or adjusting the compensation of current employees at rates higher than those set forth herein.
- C. The Employer shall continue to provide \$45 per month to all Unit employees for use of their personal cell phones for work.
- D. No Unit employee shall suffer reduction in compensation or benefits as a result of the execution of this agreement.
- E. Unit employees shall be compensated at no less than the rate corresponding to the employee's job classification outlined in the following salary list.

F. Wage Increases – Contract Year 1

1. Effective September 1, 2021 each unit employee will receive a 4% increase in the employee's annual base salary.

G. Wage Increases - Contract Year 2

1. Effective September 1, 2022 each Unit employee will receive a 3% increase in the employee's annual base salary.

H. Wage Increases - Contract Year 3

1. Effective September 1, 2023 each Unit employee will receive a 4% increase in the employee's annual base salary.

I. Wage Increases – Contract Year 4

1. Effective September 1 but negotiated after the November 5th election but before December 15th, the rate of salary increase will be negotiated in a limited economic re-opener.

J. Wage Increases - Performance and Merit

1. In addition to the automatic standard salary increases outlined in this section, American Bridge may also award performance and merit-based salary increases.
2. Unit employees may request performance and merit-based salary increases and American Bridge may entertain and negotiate these requests with unit employees.
3. Unit employees are not entitled to union representation for discussions and negotiations pertaining to performance and merit-based salary increases.
4. Performance and merit-based salary increases will be awarded at the sole discretion of American Bridge. American Bridge's determinations regarding performance and merit-based salary increases will not be subject to the grievance and arbitration process.

K. Comp Time policy is in the attached Appendix B.

Article 17

VACATION LEAVE

A. Unit employees shall accrue vacation leave on a pro rata basis as follows:

1. First year of employment – 0.4167 days per pay period (10 days per year)
2. Second year of employment – 0.50 days per pay period (12 days per year)
3. Third year of employment – 0.625 days per pay period (15 days per year)
4. Fourth year of employment and each year thereafter – 0.75 days per pay period (18 days per year.)

B. Vacation leave should be requested at least two (2) weeks in advance.

C. Unit employees who do not use their accrued vacation leave in a given anniversary year will be allowed to carry a portion into the following anniversary year of employment:

1. First year of employment – a maximum of 4 days accrual
2. Second year of employment – a maximum of 5 days accrual
3. Third year of employment – a maximum of 6 days accrual
4. Fourth year and each year thereafter of employment – a maximum of 7 days accrual

D. Upon termination, Unit employees shall receive a cash out of all unused accrued vacation, paid at the terminating employee's rate of pay in effect at the time of

separation.

- E. American Bridge shall have the right to alter this vacation leave policy as it determines is reasonably necessary to comply with any applicable federal, state, or local law regarding the provision of vacation leave. American Bridge shall have sole discretion to determine how to alter this vacation leave policy in individual cases for such purposes, provided that such alteration shall not result in any reduction in employee rights or benefits as set forth in this article.

**Article 18
HOLIDAYS**

Unit employees shall receive the following holidays off, with pay:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day (odd numbered years)
Veteran's Day (even numbered years)
Thanksgiving Day
Day after Thanksgiving Day
December 24 (Christmas Eve)
December 25 (Christmas)
December 31 (New Year's Eve)

- A. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed the following day
- B. Unit employees who are already on paid leave on the day a holiday falls, shall have that day charged as a holiday, in lieu of being charged as another form of leave.
- C. American Bridge normally closes from December 23, through and including December 31 of each year and Unit employees are paid for the workdays the office is closed. Should American Bridge determine, in its sole discretion, that it will operate on any or all of those days, excluding December 24, December 25, December 31, due to unforeseen operational needs, American Bridge will promptly notify affected Unit Employees of its intent to open. However, American Bridge shall exercise its best efforts to accommodate Unit employees still needing those dates off, who can reasonably demonstrate to American Bridge that cancelling their plans will have a demonstrated adverse financial impact resulting from the cancellation of their plans.

ARTICLE 19
SICK LEAVE

- A. Unit employees shall accrue paid sick leave at a rate of one (1) day per month worked.
- B. Unit employees shall be eligible to use their accrued sick leave upon completion of their first ninety (90) calendar days of employment.
- C. Sick Leave may be utilized in increments of fifteen (15) minute increments or more.
- D. Sick leave may be utilized at the Unit employee's discretion for the following purpose:
 - 1. Physical or mental illness, injury, or medical condition of the employee or family member.
 - 2. Doctor appointments for employees and/or a family member
 - 3. To obtain social and/or legal services pertaining to stalking, domestic violence, or sexual abuse of an employee or the employee's family member.
 - 4. Any other reason for taking sick leave provided under applicable law
- E. Family members are defined as spouse or domestic partner, parents of spouse, children (including foster or grandchildren), spouses of children, parents, siblings, spouses of siblings, children living with the Unit employee and for whom the employee permanently assumes and discharges parental responsibility, or a person who has shared with the employee for at least twelve (12) months a mutual residence and committed relationship.
- F. When reasonable and possible, Unit employees shall give advance notice to their supervisor for using sick leave. When the need for leave is foreseeable, employees shall request leave at least 10 days in advance, or as early as possible, in advance of the leave. If the paid leave is unforeseeable, a request for leave shall be provided prior to the start of the work shift for which the leave is requested. In the case of an emergency, American Bridge shall be notified prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever occurs sooner. The employee will keep their supervisor informed on when they expect to return to work.
- G. Sick leave used beyond an employee's accrued benefit to date must be approved by the President and will be unpaid unless approved by the President.
- H. Sick leave may only be utilized for the purposes laid out in this Article and may not be used to supplement accrued vacation time.

- I. At the request of the President, and consistent with any applicable laws, the Unit employee shall provide documentation from their treating physician verifying that the employee had a legitimate basis for being off work. Such request shall only be made after the employee has been off for three consecutive work days.
- J. Unit employees who intend to be or have been off work for a period longer than five (5) days may use available short term and/or long-term disability leave for which they may be eligible under American Bridge policy. Short term disability benefits are 60 percent of insured earnings payable up to 12 weeks. Employees can use unused vacation for the elimination period and then use unused vacation or sick days to make up the other 40 percent of their earnings.
- K. American Bridge shall have the right to alter this sick leave policy as it determines is reasonably necessary to comply with any applicable federal, state, or local law regarding the provision of sick leave. American Bridge shall have sole discretion to determine how to alter this sick leave policy in individual cases for such purposes, provided that such alteration shall not result in any reduction in employee rights or benefits as set forth in this article.

Article 20

PERSONAL DAYS

- A. Unit employees shall be entitled to two (2) paid floating holidays per calendar year.
- B. Floating holidays may not be carried over from one calendar year to the next.
- C. Floating holidays may not be taken during the first ninety (90) calendar days of employment.

Article 21

PARENTAL LEAVE

- A. After ninety (90) days of employment, Unit employees shall be entitled to up to twenty-four (24) hours of unpaid leave to attend or participate in a child's school or school related events, including but not limited to parent-teacher conferences, and child participation in plays, concerts and sports events (including practices or rehearsals).
- B. Employees who have available accrued vacation or sick leave may use such leave may use a portion of such leave in lieu of taking Parental Leave without pay.
- C. Parents shall include mothers and fathers, legal guardians, a person who acts as a guardian whether or not legally appointed, aunts, uncles, grandparents of a child and any person married to or in a domestic partnership with one of the individuals listed in this paragraph.

- D. Parental Leave shall normally be requested at least ten (10) days in advance, unless unforeseen circumstances would prohibit the employees from doing so.
- E. Requests for Parental Leave may only be denied in circumstances where granting such leave would cause a serious disruption to the employer's operations in its reasonable judgment.
- F. American Bridge shall have the right to alter this parental leave policy as it determines is reasonably necessary to comply with any applicable federal, state, or local law regarding the provision of parental leave. American Bridge shall have sole discretion to determine how to alter this parental leave policy in individual cases for such purposes, provided that such alteration shall not result in any reduction in employee rights or benefits as set forth in this article.

Article 22

UNIVERSAL PAID FAMILY LEAVE AMENDMENT ACT OF 2016 ("PFL")

- A. The District of Columbia law provides government-administered paid leave to employees who work for an employer in the District. The law allows up to qualifying 8 workweeks of parental leave, 6 workweeks of paid family leave, and 2 weeks of paid medical leave, not to exceed a maximum of 8 workweeks within a 52-workweek period that an eligible individual may take PFL within one year of the occurrence of a qualifying leave event.
- B. Staff may use 5 days of sick leave, personal leave, or annual leave to reach the threshold for paid leave under the PFL.
- C. To the extent that an employee is eligible for and obtains benefits under the PFL, American Bridge will provide additional wage replacement during the applicable period such that the employee receives their full regular salary, and additional leave available under this Agreement, so that the employee receives total leave available set out in Article 28 herein. For example, if an employee is eligible for eight weeks of partially paid parental leave under the PFL, American Bridge will provide additional wage replacement during such period, and up to four weeks of parental leave at its full expense, such that the employee receives total maternity/paternity leave of 12 weeks as provided in Article 28 below.
- D. American Bridge will comply with all applicable laws that may provide similar paid leave benefits to employees based outside of the District of Columbia who are not eligible for benefits under the PFL.

Article 23

BEREAVEMENT LEAVE

- A. Unit employees shall be entitled to at least two days of time off with pay to attend a funeral or to make arrangements associated with the death of an immediate family

member. Additional time off will be available to a unit employee at American Bridge's discretion.

- B. With your supervisor's approval, employees shall be able to use available accrued paid leave to take additional time off. Such approval shall not be unreasonably denied.
- C. For purposes of this article, "immediate family" shall be defined as the employee's spouse/domestic partner, parent, child, brother, sister, spouse/domestic partner's parent, child, brother or sister, child's spouse, grandparent or grandchild.
- D. In addition to the definitions set forth in paragraph C, American Bridge shall give reasonable consideration to requests for bereavement leave if someone dies who an employee states is as close as an immediate family.

Article 24

JURY DUTY

- A. Unit employees who are summoned for jury duty shall receive their regular rate of pay, minus juror fees received, for up to five work days in an employee's first ninety (90) calendar days of employment, and up to two (2) calendar weeks leave, thereafter. American Bridge shall provide any additional compensation for jury duty that may be required by applicable law. American Bridge reserves the right to request proof of jury service to the extent permitted by applicable law.
- B. The Employer shall continue to provide health insurance coverage to employees whose jury service exceeds the limits for paid leave set forth in paragraph A. During such period, the employee shall be on unpaid leave.
- C. The Employee or the Employer may request that the court to excuse the employee from jury service, based on a reasonable belief that the employee's absence would cause serious operational problems. In such circumstances, the determination of the court is final.

Article 25

PERSONAL LEAVES OF ABSENCE

- A. After ninety (90) days of service, Unit employees may be granted a leave of absence of between three (3) weeks and twelve (12) weeks without pay, at the reasonable discretion of the Employer, for personal reasons. Such leave, when approved, shall protect the employee's service credit with the Employer, as well as the employee's rights to benefits.
- B. Requests for personal leave shall normally be made at least two (2) weeks in advance, except in emergency circumstances beyond the employee's reasonable control.

- C. Employees may use accrued paid leave benefits during personal leave, should they desire to do so.
- D. The Employer shall maintain health insurance benefits for the employee during the period of such leave.
- E. The Employee shall keep the Employer informed of the Employee's status, and of any changes to the employee's personal data.

Article 26

MILITARY LEAVE

- A. The Employer agrees to extend all rights to Unit employees that they may be eligible for under the Uniformed Services Employment and Reemployment Rights Act and any similar and applicable state and/or local laws.
- B. Unit employees on unpaid military leave provided for in Section A of this article shall be allowed to use accrued paid leave benefits while on such leave, provide that employee requests to use such are made prior to the commencement of the leave.
- C. Unit employees who serve in a reserve unit of the armed forces or the National Guard, and are required to participate in two (2) week trainings, shall receive the difference between their pay and their military pay for a period of ten (10) working days.

Article 27

FAMILY AND MEDICAL LEAVE

- E. Employees who have worked at least twelve (12) months and have worked at least one thousand (1000) hours under the DC Family Medical Leave Act, or twelve hundred fifty (1250) hours under the Family Medical Leave Act during the preceding twelve (12) months, are entitled to an unpaid family or medical leave of absence, for any of the following reasons:
 - 1. The birth, adoption or placement for foster care of a child;
 - 2. An employee's own serious health condition;
 - 3. The care of a family member who has a serious health condition;
 - 4. Any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status);
 - 5. The care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member.

- F. Employees covered under DC law shall be entitled to up to sixteen (16) work weeks (80 work days) during any twenty-four (24) month period because of the birth, adoption, or placement for foster care of a child.
- G. If an employee and spouse are both employed by the Employer, the employees shall be entitled to a maximum of sixteen (16) workweeks (80 work days) for family leave in twenty-four (24) months for both employees. The twelve (12) workweeks of family/medical leave to which an employee is entitled under federal law will count against the sixteen (16) weeks.
- H. Leave taken for an employee's own serious health condition, under DC law, are entitled to up to sixteen (16) weeks (80 work days) of medical leave for any twenty-four (24) month period for your own serious health condition. The twelve (12) work weeks of family/medical leave in any twelve (12) month period to which an employee is entitled to under federal law, will count against the sixteen (16) weeks referenced herein.
- I. An employee may take a leave of absence to care for a family member with a serious health condition of up to sixteen (16) workweeks (80 workdays). If an employee and spouse are both employed by the Employer, both are entitled to the maximum benefit.
- J. For the purpose of the sixteen (16) work week benefit provided for under DC law, the definition of family member shall include anyone to whom you are related by blood, legal custody or marriage, a child who lives with you and/or for whom you permanently assume and discharge parental responsibility, or a person with whom you share, or have shared within the last year, a mutual residence and with whom you maintain a committed relationship.
- K. The twelve (12) workweeks of family/medical leave to which you are entitled to under federal law shall count against the sixteen (16) weeks only if the leave is taken to care for an ill child, parent or spouse, or someone for whom the employee is the custodial care-provider.
- L. Military Family Leave. Employees with a spouse, son, daughter or parent on active duty in any military branch or on call to active duty status in the National Guard or Reserves, may use their twelve (12) week federal family/medical leave entitlement to address qualifying exigencies, including certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings. Leave for qualifying exigencies may be taken on an intermittent basis.
- M. The Employer further agrees to comply with the FMLA provisions that allow for special leave entitlements of up to twenty-six (26) weeks during a twelve (12) month period for a covered service member or veteran.
- N. Employees covered under the federal FMLA must utilize their accrued paid leave concurrently with being on FMLA approved leave, prior to going on unpaid status. Employees covered under the DC FMLA can use their accrued paid leave, to run

concurrently with their approved family leave only if they elect to do so.

- O. Employees will continue to have their healthcare coverage during periods of family and medical leave on the same terms and conditions as if they were not on leave. Employees shall be responsible for the timely payment of their portion of premiums during periods of unpaid leave. Employees utilizing accrued paid leave will have their premium pays deducted as usual.
- P. Employees will not lose any accrued of benefits and seniority accrued prior to going on such leave. Benefits and seniority shall not accrue during periods of such leave.
- Q. Employees returning from family and medical leave shall be reinstated to their previously held position or an equivalent position with equivalent benefits, pay, status and all other terms of employment as if the employee had worked continuously without having been on leave.
- R. The Employer may require a "fitness for duty" certification from the employee's physician if the leave was a result of the employee's own serious health condition.

Article 28

PAID MATERNITY AND PATERNITY LEAVE

- A. Unit employees who have been employed by the Employer for a period of ninety (90) days or longer shall be entitled to up to twelve (12) weeks of paid leave for the birth, adoption, or placement for adoption of an employee's child to either parent.
- B. Such leave shall be separate and apart from any leave taken by an employee for disabilities related to pregnancy or delivery.

Article 29

Health Benefits

- A. For the duration of this agreement, the Employer shall continue to provide to Unit employees, with the same cost sharing agreement that is currently in place, coverage that is reasonably comparable to the CareFirst HMO and PPO benefits in effect as of the effective date of this agreement. All out of area Unit employees will receive a PPO individual plan at no cost to the employee and all DC area Unit employees will receive HMO individual plan at no cost to the employee.
- B. For the duration of this agreement, the Employer further agrees to continue to provide coverage to Unit employees that is reasonably comparable to the dental ~~and vision~~ benefits in effect as of the effective date of this agreement, including benefit levels and premium co pay levels. The employer will include full vision care.
- C. The Employer agrees to discuss with the union prior to implementing any changes to

coverage and/or benefit levels for Unit employees required by the provider, or which may be required to avoid the levy of excise or other additional taxes under the Affordable Care Act or comparable laws. The failure of an insurance company, health care contractor, or administrative agent to provide any of the benefits for which it has contracted shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of the obligations that it has undertaken by this agreement.

- D. The Employer and the Union have a shared commitment to work together to help manage healthcare costs. Such efforts may be carried out through the joint labor management committee.
- E. The Employer shall provide for Family Savings accounts for both healthcare and dependent care for Unit employees. In addition, employer agrees to supplement employee benefits by reimbursing up to \$250 annually for out-of-pocket medical expenses incurred, including for vision or mental health services.

Article 30

GROUP TERM LIFE INSURANCE

- A. The Employer shall continue to provide to all Unit employees the group life insurance benefits in effect as of the effective date of this agreement, for the duration of this agreement. The Employer agrees to discuss with the union prior to implementing any changes to coverage and/or benefit levels for Unit employees required by the provider,

Article 31

EMPLOYEE 401(K) PLAN

- A. Subject to the continuing approval of applicable governmental authorities, the 401(k) plan and benefit levels in effect at the time of this agreement shall remain in effect throughout its duration as to Unit employees, in accordance with and subject to the terms, conditions, and limitations of the plan. The plan currently includes up to a 3% match from the employer and, at the soonest available opportunity, American Bridge will negotiate a plan that will include 100% vesting for employees after their probationary period.

Article 32

EMPLOYEE SAFETY

- A. Unit employees shall be reimbursed by the Employer for utilizing a ride share service (i.e. Uber/Lyft) when leaving the employer's premises at 7:30pm or later. Should the

employer relocate from its current location, either the Union or the Employer may request to meet with the other to discuss in good faith whether alteration to this provision is necessary to ensure the safety of employees working outside of normal business hours and/or limit costs to the Employer.

Article 33
COMMUTING

- A. The Employer shall provide the option of pre-taxed METRO SMART Benefits to its DC-based Unit employees.

ARTICLE 34
WORK FROM HOME/FLEXIBLE SCHEDULE

- A. Management agrees to implement a new in-person work policy only after management reasonably determines it is deemed safe to implement such a policy in light of the status of the COVID-19 pandemic, and operates in the best interests of each employee's health and wellness. This will in part be based on latest guidance from public health agencies and will be mindful of any ongoing indoor mask requirements and other precautionary measures that will need to be implemented, but also will have an impact on the day-to-day in-person work experience.
- B. When management deems it safe to return to in-person work, management will give staff and union notice 60 days in advance of any requirement of a return to in-person work so that staff can make proper arrangements. Notice will be provided either verbally or in writing. Sixty (60) days advance notice is not required in the event management announces that in-person work can be performed on a purely optional basis.
- C. Upon execution of in-person work schedule, American Bridge will permit staff to request to work from home/remotely up to 100% of the time, provided they are adequately performing all of their duties to the satisfaction of their supervisor, including the ability to work independently and that their working remotely will not negatively impact any other employee's ability to work with the employee. Additionally, the employee must not be on warning for performance. If a supervisor has concerns, they can request that staff create a work plan or schedule and submit it to their supervisor for approval. American Bridge has discretion to approve or deny remote work requests made under this section. Remote work outside the United States and territories is not permitted. Any staff member whose job requires them to be on-site five days a week will work with their supervisor to create a work plan/schedule that will allow them to fulfill their job responsibilities
- D. If a supervisor denies a staff member the permission to work from home, staff members can appeal the decision to the Vice-President of their department. The decision as to whether to approve or deny a remote work request is in American Bridge's discretion.
- E. Working remotely does not change an employee's basic work location. Employees who are

approved to work remotely under this Article 33 must comply with American Bridge's remote working policy, as may be amended from time-to-time.

F. If a staff member has a current agreement for a flexible schedule or a work from home schedule at the signing of this agreement, American Bridge must provide at least 45 days advance written notice of its intention to alter that existing agreement.

G. Trackers will continue to work remotely, as they have been hired to do. Trackers will work flexible hours to meet the needs of their position and adhere to the comp time policy as outlined in Appendix B. Trackers will work with their supervisors to create reasonable campaign goals. If there are concerns about manageable workloads, trackers can appeal to the Vice-President of their department.

Article 35

SEVERANCE COMPENSATION AND BENEFITS

A. Unit employees terminated from employment because of a layoff or reduction in force, as designated in writing by the Employer, shall receive two (2) weeks' notice or one (1) week's pay in lieu of notice and two (2) weeks' severance pay for each year or service or major portion thereof beginning with the second year. In addition, such employees shall be covered at the employer's expense until re-employed in a position providing health insurance or for three (3) months, whichever occurs first as long as the employee was covered by American Bridge's health insurance plan upon termination.

Severance is contingent on entering into a release satisfactory to the President that includes a full release of claims, as well as post-employment confidentiality, non-disparagement, cooperation, and return of property obligations, and such other provisions as the President may reasonably require. Notwithstanding any other provision included in a termination agreement, the agreement shall not constitute a waiver or release by the Employee of any rights or claims to any contractually required payment of accrued and unused leave, or any rights by SEIU Local 500 under the Collective Bargaining Agreement between American Bridge 21st Century and SEIU Local 500.

B. Management recognizes the benefit of collaborating with the union regarding potential layoffs. To that end, American Bridge will endeavor to promote transparency about layoffs and the layoff process, which may include consultation with the JLMC regarding knowledge of on the ground conditions and other relevant information.

C. For purposes of this article, a "layoff" or "reduction-in-force" means the simultaneous layoff of two or more employees for what American Bridge determines to be economic reasons. American Bridge retains the right in its discretion to determine layoffs based on economic reasons, including, but not limited to lack of work, lack of funding for a position.

Article 36

MILEAGE REIMBURSEMENT

- A. Unit employees who are required by the Employer to use their personal vehicles for work shall be reimbursed for their miles driven for such purpose at the IRS rate in effect. In no event shall Employer reimburse employees for mileage attributable to an employee's commute to and/or from the Employer's workplace.

Article 37

DISABILITY BENEFITS

- A. The Employer shall continue to provide disability benefits to Unit employees in effect at the time of this agreement, and such benefits shall remain in effect for its duration, in accordance with and subject to the terms, conditions, and limitations of such benefits plans and programs.

Article 38

NO REDUCTIONS

- A. The terms and conditions in this agreement are intended to be guaranteed minimums. No employee shall suffer any reduction in compensation or benefits as a result of the implementation of this agreement.

ARTICLE 39

JURY DUTY

- A. Employees who have completed their probation period will receive up to two weeks at regular pay for time serving on a jury. This payment shall be less any fees received by the employee. Employees should provide their supervisor with a copy of the jury duty summons as soon as possible. American Bridge has the right to make a request to the employee that an employee be excused from jury duty.

ARTICLE 40

VOTING

- A. Employees will be allowed up to two hours out of regular working hours to exercise his or her voting rights. Voting time should be scheduled with the employee's supervisor.

ARTICLE 41

BREASTFEEDING MOTHERS

- A. To support the health and well-being of working mothers and their children,

American Bridge will provide eligible employees with:

- Reasonable break periods to express milk during the first year following the birth of a child.
- A private area, other than a restroom, where employees may express milk and be shielded from view and free from intrusion.
- Appropriate storage areas for pumps and other equipment as well as expressed milk.

B. As a condition to receiving this benefit, employees must:

- Notify your supervisor before taking a break.
- Label your expressed milk. The label should identify it as expressed milk and include your name and the date.
- Keep the breastfeeding area clean and tidy.

ARTICLE 42 ANTI-DISCRIMINATION

- A. American Bridge is an equal opportunity employer and agrees to maintain a policy on equal employment opportunity and anti-discrimination for the term of this agreement.
- B. American Bridge agrees that if any changes are made to this policy in the employee policy handbook they will consult with the Union. However, no protections in effect as of the effective date of this agreement shall be reduced or eliminated during the term of this agreement.

ARTICLE 43 SEXUAL HARASSMENT

- A. American Bridge has a zero-tolerance policy against any and all forms of harassment in the work force. The current policy in effect is attached to this agreement as appendix C. American Bridge further agrees that it will maintain its policy on Sexual Harassment throughout the term of this agreement.

ARTICLE 44 MODIFICATION

- A. The provisions of this agreement shall be conclusive to all negotiable matters. This agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied between such parties, shall govern the entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration. The provisions of this Agreement can be amended or otherwise altered, only as set forth in this Agreement or otherwise by mutual agreement in writing and signed by the parties.

ARTICLE 45 SEPARATION

- A. If any item or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such

invalidity or unenforceability shall not effect or impair any other term or provisions of this Agreement. In such instances, the parties shall meet in an effort to negotiate a substitute provision consistent with the law.

**ARTICLE 46
TERM OF AGREEMENT**

This agreement shall be effective September 1, 2021 through and including September 1, 2025. Either party may reopen this agreement to negotiate a successor agreement by serving notice on the other between the sixtieth (60th) and ninetieth (90th) day prior to its expiration. Should neither party serve such notice on the other during the timeframe referenced above, agreement shall automatically be extended for one year, and each year thereafter until such time as a successor agreement is reached by the parties.

SEIU LOCAL 500

AMERICAN BRIDGE 21ST CENTURY

PierAngeli Morrison, President

Joshua Peter Howe

Joshua Sack

Spencer Carter

Beth Myers, SEIU Staff

Edward Fortney, SEIU Staff

Appendix A – Salary Schedule Effective September 1, 2021

Job Title Description	2021 Floor
Deputy Communications Director	\$62,400.000
Deputy Research Director	\$72,800.000
Digital Strategist	\$50,960.000
Editor	\$62,400.000
IT Assistant	\$59,280.000
Media Monitor	\$47,800.000
Press Assistant	\$47,800.000
Records Collection Team Manager	\$67,600.000
Research Associate	\$47,800.000
Senior Research Associate	\$52,000.000
Senior Executive Writer	\$88,400.000
Senior Video Editor & Motion Graphic Artist	\$91,936.000
Software Developer	\$78,000.000
Systems Administrator	\$72,800.000
Tracker / Field Researcher	\$46,760.000
Tracking Coordinator	\$47,800.000
Video Editor	\$78,000.000
Writer	\$54,080.000



Weekend Captures

Comp Time

Policies

If you are capturing for over an hour, you can submit for 1/2 a comp day. If you are capturing for a shorter period of time than that time, feel free to relax for an extra 20 minutes during your work week.

Weekend Events

If you are working an in-person event on the weekend, you should submit for a full comp day. One day of events on a weekend counts for a full comp day, regardless of the amount of time you spent at an event or trying to get into an event.

Holidays

Any American Bridge 21st Century holidays worked (under the above conditions) earns you double comp time. I.e., a capture of one hour or more gets a full comp day and an in-person event gets you two comp days. See the employee handbook for American Bridge 21st Century holidays.

Ten Comp Day Limit

Trackers can have a maximum balance of ten (10) comp days. Trackers cannot earn additional days until their balance is below ten comp days.

Negative Comp Time

No negative comp time. If a tracker does not have enough time between their comp time, floating holidays, and American Bridge paid-time-off/vacation, the tracker will need to modify their plans accordingly.

Appendix C

Harassment Prevention

It is the policy of American Bridge that all employees have the right to work in an environment free from any form of unlawful discrimination. Harassment based on protected status such as race, color, religion, national origin, sexual orientation, disability, sex, or age, is considered discrimination and is prohibited by federal and/or state laws. Therefore, it is the position of American Bridge that sexual and other forms of harassment based on protected status will not be tolerated. It is a violation of organization policy for any supervisor or employee, male or female, to engage in harassment as defined below. Besides being a violation of American Bridge policy, harassing conduct also may violate applicable laws. However, even if the conduct is not severe enough to violate the law, if American Bridge determines that an employee's conduct violates the company's "no harassment" policy, American Bridge may take disciplinary action up to and including suspension and termination of employment.

We prohibit all forms of workplace harassment committed by anyone toward our employees in American Bridge's workplace and in other work-related settings such as business trips and business-related social events. You are expected to conduct yourself in a business-like manner at all times. Any behavior that is coercive, intimidating, harassing, or sexual in nature is inappropriate and prohibited. This includes, but is not limited to: slurs, jokes, or degrading comments concerning any of the characteristics that are protected by law or organization policy. Although it may not be your intent to offend another employee, such behavior is prohibited if it has the effect of unreasonably interfering with an individual's work performance or creating a work environment that is intimidating, hostile, or offensive.

Sexual Harassment

Sexual harassment is defined specifically as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on gender when:

1. Submission to the conduct is an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating a work environment that is intimidating, hostile, or offensive.

Sexual harassment can include, but is not limited to, any of the following kinds of behavior:

- Unwanted sexual advances;

- Offering employment benefits in exchange for sexual favors;
- Making threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual or suggestive or obscene letters, notes, or invitations;
- Unwanted physical conduct such as touching, assault or impeding or blocking movement; and
- Retaliation for reporting harassment or threatening to report harassment.

An employee cannot be forced to submit to harassing conduct as a basis for any employment decision, and American Bridge does not tolerate conduct which creates an intimidating, hostile, or offensive work environment for our employees. Any employee who believes he/she has experienced unlawful harassment by anyone, including a supervisor, co-worker, board member, or by persons doing business with or for American Bridge should, if the employee is comfortable doing so, tell the offender that such conduct is unwelcome and unacceptable. If the offensive behavior does not stop, or if the employee is uncomfortable confronting the offender, the employee must immediately report such conduct to their supervisor, or to the President.

Employees are encouraged to report harassing conduct before it becomes severe or pervasive. Supervisors who become aware of harassing conduct that may violate this policy must report such conduct immediately to the President. American Bridge prohibits retaliation against any employee who complains of harassment or who participates in an investigation. All aspects of the complaint-handling procedure will be handled discreetly. However, it may be necessary to include others on a need to know basis to conduct an adequate investigation.

All incidents of prohibited harassment that are reported will be investigated. The Compliance officers listed above will promptly undertake or direct an investigation of the harassment allegations. The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and the complainant will be advised of the outcome. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including suspension or discharge, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.