COLLECTIVE LABOR CONTRACT

عقد عمل جماعي

This Agreement, made and entered into January 12, 2018 between the American University of Beirut, a corporation organized under the Laws of the State of New York with offices at 3 DAG Hammarskjold Plaza, New York, NY, which operates an educational institution in Beirut, Lebanon (hereinafter referred to as the “University”) and the Workers and Staff Syndicate of the American University of Beirut, established and functioning under the Labor Laws of Lebanon (hereinafter referred to as the “Syndicate”) with its offices located on the campus of the American University of Beirut, Beirut, Lebanon.

أن هذا الاتفاق المعقد في هذا اليوم الواقع في 12 كانون الثاني 2018 بين الجامعة الأميركية في بيروت وهي مؤسسة أنشئت حسب قوانين ولاية نيويورك، وتع مكتباتها في 3 داغ هامارشلد بلالا، بمدينة نيويورك، والتي تدير مؤسسة تعليمية في بيروت، لبنان (والمشار إليها فيما يلي بالجامعة) وبين نقابة عمل مستخدمي الجامعة الأميركية في بيروت التي تأسست وتعمل وفقا لقوانين العمل في لبنان (والمشار إليها فيما يلي بالنقابة). وتع مكتباتها ضمن حرم الجامعة الأميركية في بيروت، بيروت، لبنان.
WITNESSETH

WHEREAS, the University and the Syndicate had entered into an Agreement pursuant to the Law on Collective Labor Contracts, Mediation and Arbitration dated September 2, 1964, which expired on June 30, 2017,

WHEREAS, the Syndicate Council hereby represents that it has obtained the required approval from the General Assembly of the Syndicate on this Collective Labor Contract and is authorized by the required legal majority to execute this agreement; and

WHEREAS, it is the desire of the parties hereto, while recognizing that it would be impractical to set forth in this contract all conditions of work which govern employment with the University, to set forth herein certain conditions and provisions which the parties believe will result in a high degree of harmony between the University and its non-academic Employees and Workers;

NOW, THEREFORE, IN CONSIDERATION of the premises, Agreements and undertakings hereinafter written, the parties HEREBY MUTUALLY AGREE AS FOLLOWS:

[Signatures and stamps]
ARTICLE 1: DEFINITIONS

For the purpose of this contract the following definitions have been adopted:

a. Employee: Any person employed by the University to whom the definition of employee applies under the Lebanese Labor Law, provided such person has completed a three-month probationary period.

b. Worker: Any person employed by the University to whom the definition of Laborer applies under the Lebanese Labor Law, provided such person has completed a three-month probationary period.

c. Member: Any person to whom the foregoing definitions apply and who is a member of the Workers and Staff Syndicate of the American University of Beirut.

ARTICLE 2: EFFECTIVE DATE AND DURATION

a. This new contract shall become effective one month after the date of its registration at the Ministry of Labor, and shall remain in force until June 30, 2019 the date of its expiration.

b. This contract shall automatically be extended for a further period of two years; provided however, if either party hereto...
wishes to propose any amendments to this contract to be effective during the period of extension, it shall notify the other party in writing of its intention to do so not less than 60 days prior to the expiration date hereof, setting out in detail the amendments and changes desired, and negotiations shall immediately commence and proceed with all due diligence. Should said negotiations extend beyond the expiration date hereof, this contract shall continue to be wholly effective until a new contract comes into effect.

**ARTICLE 3: RE-NEGOTIATION**

Except pursuant to the provisions of Article 2 of this contract, no demands whatsoever affecting the terms of this contract, shall be submitted to the University or supported by the Syndicate during the term of this contract or any extension thereof.

**ARTICLE 4: EFFECT OF NEW LAWS OR NEW INTERNAL REGULATIONS**

If, during the term of this contract any law or decree shall be promulgated or revised by the Government or any new internal regulation shall be issued by the University which grants the Members more advantageous terms than those provided for herein, then such law, decree or new

**المادة الثالثة: المفاوضات الجديدة**

باستثناء ما نص عليه في المادة الثانية من هذا العقد لا يحق للجمعية أو تسند طيلة مدة هذا العقد أي تمديد له أية مطالب من شأنها أن تسهم شروط هذا العقد.

**المادة الرابعة: مفعول القرارن الجديد أو الأنظمة الداخلية الجديدة**

إذا أصدرت أو علّقت الحكومة أي قانون أو مرسوم أو أصدرت الجامعة أي نظام خاص، أثناء مدة هذا العقد، وكان من شأن ذلك منح الأعضاء شروط أفضل من الشروط المنصوص عليها في هذا العقد فان ذلك القانون أو المرسوم أو النظام الداخلي يلغى النصوص
internal regulations shall supersede the relevant
terms hereof as of the date such law, decree or
internal regulation is put into effect.

ARTICLE 5: MATTERS NOT COVERED
BY THIS CONTRACT

The President of the Syndicate or other
Member duly authorized by the Syndicate
Council, or the Director of Human Resources of
the University (Campus) may at any time request
a meeting to discuss matters of mutual concern.
The University will acknowledge receipt of any
formal request submitted by the Syndicate and
will give a reply on the matter within 14 calendar
days of the receipt of the request.

ARTICLE 6: INTERPRETATION OF THIS
CONTRACT

The President of the Syndicate or other
Member duly authorized by the Syndicate
Council, may at any time request a meeting with
the Director of Human Resources of the
University (Campus) for the purpose of obtaining
a clarification or interpretation of any of the
articles of this contract.

ARTICLE 7: LIAISON BETWEEN
UNIVERSITY AND SYNDICATE

The Director of Human Resources of the
University (Campus) shall provide liaison between
the Syndicate and the Executive Management of the
University.
ARTICLE 8: RESERVATION OF RIGHT TO MANAGE

Within the limits and conditions provided by law, the terms of this contract and its internal regulations, the University retains all management rights, functions and prerogatives, including but not limited to, the management of its functions, the determination of the number of persons to be employed, the direction of those employed, the right to hire, maintain discipline, establish work-rules, suspend, determine redundant positions or discharge; the assignment of personnel to jobs within the spirit and intent of the policy of promotion from within, and the allocation of work to Employees and Workers, to determine the work schedule, the number of hours and shifts to be worked; and to otherwise generally manage its functions and establish terms and conditions of employment.

ARTICLE 9: MAJOR CHANGE IN PERSONNEL REQUIREMENTS

Should the University deem it necessary or desirable to take any action that would result in a sudden and substantial displacement and reduction of personnel it will advise the Syndicate in advance of taking any action and it will endeavor to arrive at a method of accomplishing the reduction of personnel in a mutually accepted fashion.
ARTICLE 10: EMPLOYMENT

The University shall continue its policy of giving preference to the employment of applicants who are citizens of Lebanon provided they are qualified, to perform the duties of the job for which a candidate is being sought.

ARTICLE 11: PROMOTION FROM WITHIN

The University will, in all cases where personnel within the University meet the requirements for positions below the level of Administrative Department Head, apply on a University wide basis the policy of promotion and filling vacancies from within.

ARTICLE 12: EVALUATION OF JOB PERFORMANCE

The University shall after seeking the opinion of the Syndicate establish a new rating system for the evaluation of every Member’s performance, which will form the basis for the recommendation made by the head of the department in respect of that Member’s progress/promotion. The direct supervisor or head of the department will, at annual intervals and in time before the end of the fiscal year, assess the performance of every individual as a guide for correcting his/her deficiencies in order to enable him/her to improve his/her performance and to recognize his/her outstanding characteristics or performance.
The direct supervisor or head of department shall meet with each Member individually to discuss his/her annual performance evaluation in order to ensure that all strengths, areas for improvement and goals for the next review period are clearly communicated. The Member shall be given the opportunity to review the appraisal and to comment on it. Notwithstanding the provisions of Article 38 herein, any Member may present in writing to the Director of Human Resources within ten days of receipt of the evaluation any objection he/she has with respect to his/her annual performance evaluation.

ARTICLE 13: TRAINING

The University shall develop and implement job related vocational, technical and academic programs to be conducted as may be determined necessary by the University to train selected personnel to improve their performance in their present assignments and to meet present and future needs of the University from within whenever feasible.

ARTICLE 14: HOURS OF WORK

In order to enable its Employees and Workers to enjoy a greater period of rest, which will help them replenish their vigour and enhance their productivity, the University has fixed the
weekly working hours as follows:

a. Forty hours per week distributed over five days for all its Employees and Workers.

b. Thirty seven and a half hours per week distributed over five days for a period of twelve weeks beginning with the first Monday in June for those Employees and Workers whose work requirements permit as determined by the University.

c. Forty hours per week during the period mentioned in paragraph “b” of this Article for Employees and Workers whose work requirements as determined by the University do not permit to reduce their working hours to thirty seven and a half. Such Employees and Workers will be granted in lieu three and a half days off with pay before June 30 of each year as determined by the University.

In all cases, the University will determine the working schedule and the weekly days off in accordance with the requirements and needs of the work.
ARTICLE 15: HOLIDAYS

The University shall grant its Employees and Workers (18) (please refer to the notes below) paid holidays per year.

The following are the holidays which will be observed throughout the University:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>No of Days</th>
<th>Day of Month (If Fixed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s</td>
<td>1</td>
<td>January 1st</td>
</tr>
<tr>
<td>Christmas (Armenian)</td>
<td>1</td>
<td>January 6th</td>
</tr>
<tr>
<td>Hijra New Year</td>
<td>1</td>
<td>Moharram 1st H</td>
</tr>
<tr>
<td>Commemoration of Ashoura</td>
<td>1</td>
<td>Moharram 10th H</td>
</tr>
<tr>
<td>St. Maroun’s Day</td>
<td>1</td>
<td>February 9th</td>
</tr>
<tr>
<td>Annunciation Day</td>
<td>1</td>
<td>March 25th</td>
</tr>
<tr>
<td>Prophet’s Birthday</td>
<td>1</td>
<td>Rabie El Awal 12th H</td>
</tr>
<tr>
<td>Good Friday*</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>(Both Latin and Greek Orthodox)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Easter Monday</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>(either Latin or Greek Orthodox)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Day</td>
<td>1</td>
<td>May 1st</td>
</tr>
<tr>
<td>Eid El Fitr</td>
<td>2</td>
<td>Chawal 1st H</td>
</tr>
<tr>
<td>Independence Day</td>
<td>1</td>
<td>November 22nd</td>
</tr>
<tr>
<td>Eid El Adha</td>
<td>2</td>
<td>Thu El Hijja 10th &amp; 11th H</td>
</tr>
<tr>
<td>Christmas</td>
<td>2</td>
<td>Dec. 24th &amp; 25th</td>
</tr>
</tbody>
</table>

Note (1)

*the number of holidays should be 17 when the Good Friday holiday is celebrated.
Friday coincides on the same day for both Latin and Greek Orthodox rites.

In the event that any of the above holidays falls on a Saturday or a Sunday or on a weekly day off other than Saturday and Sunday, or where a Member is required to work in performing essential services on any of the holidays indicated here above, he/she shall either be granted another day off within 30 days from the date of the said holiday or the University shall pay him/her for the holiday at his/her regular daily pay rate. However, the University may decide to add the holiday to the annual leave.

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**Note (2)**

Effective July 1, 2018, the Assumption Day (August 15) will be added to the holidays which are observed throughout the University.

**ARTICLE 16: ANNUAL VACATIONS**

Regular and full-time Employees and Workers of the University will be entitled to annual vacations in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Number of Years of Active Service</th>
<th>Number of Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of 1 year to 7 years (inclusive)</td>
<td>15 working days</td>
</tr>
<tr>
<td>Over 7 years to 14 years (inclusive)</td>
<td>17 working days</td>
</tr>
<tr>
<td>Over 14 years to 21 years (inclusive)</td>
<td>20 working days</td>
</tr>
<tr>
<td>Over 21 years</td>
<td>25 working days</td>
</tr>
</tbody>
</table>

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العظيمة عند الطوائف الشرقية والغربية في ذات التاريخ.

وفي حال وقوع أحد هذه الأعياد يوم سبت أو أحد أو أثناء عطلة أسبوعية غير يومي السبت والأحد أو عندما يتطلب من العضو أن يقوم بخدمات أساسية في أحد الأعياد المبينة أعلاه يمنح أما يوم عطلة آخر بدلا عنه أو يدفع له بدل من العطلة على معدل راتبه اليومي العادي. وإذا لم يمنح العضو يوم عطلة آخر خلال فترة 30 يوما من تاريخ العطلة المذكورة تدفع له الجامعة بدلا من العطلة على معدل راتبه اليومي العادي. كما أن الجامعة قد تقرر بأن تزيد يوم العطلة على الإجازة السنوية.

ملاحظة (2)

اعتباراً من 1 تموز 2018 يضاف عيد انتقال السيدة العذراء (15 آب) إلى جدول الأعياد التي تعطى فيها الجامعة بجميع أقسامها.

المادة السادسة عشر: الإجازات السنوية

يمنح المستخدمون والعمال المتقاعدون والأطفال في الجامعة إجازات سنوية بمقتضى الترتيب التالي:

عدد أيام الإجازة العقارية من نهاية السنة الأولى حتى نهاية السبع سنوات

15 يوم عمل

ما يزيد عن السبع سنوات

وحتى نهاية الأربع عشر سنة 17 يوم عمل

ما يزيد عن الأربعة عشر سنة

وحتى نهاية الخمسة والعشرين سنة 20 يوم عمل

ما يزيد عن الخمسة والعشرين سنة
ARTICLE 17: LEAVE FOR MARRIAGE

Employees and Workers will be granted a one time 3 day leave with full pay for marriage.

ARTICLE 18: JOB EVALUATION

All jobs in Salary Grades 1 through 12 are evaluated in accordance with the University’s Job Evaluation Scheme and shall be given a grade placement in accordance with their relative difficulty. The minimum rate of pay for each grade is to be that set forth in Schedule I attached hereto.

ARTICLE 19: ADDITIONAL PAYMENT IN DECEMBER.

The University will grant employees and workers in grades 1 to 12 an amount representing 100% of the monthly basic salary of December, which will be paid with the December salary.

ARTICLE 20: MERIT INCREASE

The University will grant Members in Salary Grades 1 through 12 a merit increase based on evaluation of job performance pursuant to the system for evaluations mentioned in Article 12 of this Agreement. To that effect the University will annually request the supervisors to recommend merit increase within the limits decided by the University in accordance with its annual budget as approved by the Board of Trustees.

المادة السابعة عشر: إجازة بدعوي الزواج

يمنح المستخدمون والعمال إجازة زواج لمدة واحدة فقط مدتها ثلاثة أيام بأجر.

المادة الثامنة عشر: تقييم الوظيفة

تقيم جميع الوظائف من فئات الرواتب من الأولى إلى الثانية عشرة حسب جدول تقييم الوظائف في الجامعة وتعطي فئة تتفق مع مستوى صعوبتها. إن الحد الأدنى للراتب في كل فئة هو الحد المبين في الجدول رقم (١) المرفق ربطاً.

المادة التاسعة عشر: دفعة إضافية في شهر كانون الأول

تمنح الجامعة للموظفين والعمال من فئات الرواتب الأولى إلى الثانية عشرة مبلغ يوازي ١٠٠٪ من الراتب الشهري الأساسي العائد لشهر كانون الأول، ودفع هذا المبلغ بالإضافة إلى راتب شهر كانون الأول.

المادة العشرون: زيادات الاستحقاق

تمنح الجامعة زيادة استحقاق للأعضاء من فئات الرواتب الأولى إلى الثانية عشرة وفقاً لإعداد العمل بالاستناد لتقسيم الإنتاج المذكور في المادة الثانية عشر من هذا العقد. ومن أجل ذلك تطلب الجامعة سنوياً من رؤساء أقسامها أن يقدموا بتوصيات زيادة الاستحقاق في الحدود التي تقررها الجامعة وفقاً لموازنتها السنوية المعتمدة من قبل مجلس أماناتها.
ARTICLE 21: SHIFT AND IRREGULAR SCHEDULE ALLOWANCES

In recognition of the physical adjustments a Member must make, when working shift or irregular schedule which conflict with normal routines of family living and recreation, an allowance will be paid. This allowance will be paid to Members in Salary Grades 1 through 12 only when their scheduled hours of work are such that they are assigned either continuously or on rotation to an evening or night shift. To be classified as an evening or night shift the hours of work must fall entirely between 2 p.m. (14:00) and 8 a.m. (08:00).

The said allowance shall be considered in all respects as separate and apart from the monthly salary and shall be paid as follows:

a. For day work:

   Grades 1 through 12    None

   With the exception of employees whose work weekly schedule (40 hours) includes Saturday and Sunday. In this case an amount of LL. 5,000 per shift will be paid.

b. For evening or night shift (any schedule having all hours of work between 2:00 p.m. and 8:00 a.m.)

   Grades 1 through 12    LL. 7,500

ARTICLE 22: ON CALL DUTY ALLOWANCE

Any Member in Salary Grades 1 through 12,
who is requested to be on-call for a minimum of 7 hours in any 24 hours period, shall be entitled to receive from the University a sum of L.L.3750 for said hours and L.L.750 for every on-call hour thereafter. If the Member actually performs a specified work during the on-call period, the University shall pay him in addition, on overtime basis for the number of hours worked.

**ARTICLE 23: Special Allowance**

The University shall grant effective January 2018 a monthly special allowance of L.L.100,000.- to regular and full-time employees and workers who occupy positions involving high voltage electricity in the Power and Steam Plants in the Physical Plant Department on campus (the “Special Allowance”). A special committee, including one representative appointed by the Workers and Staff Syndicate will be formed for a period starting in January 2018 and ending in June 2018. The mission of such special committee will be to assess the eligibility of some similar positions on campus and at the medical center to the Special Allowance. The employees and workers occupying positions deemed “at high risk” according to the committee’s criteria will be granted the Special Allowance (which shall not exceed L.L.100,000) as of July 2018.

المادة الثالثة والعشرون: بدل خاص

tدفع الجامعة اعتبارا من كانون الثاني 2018 بدل خاص شهري بقيمة مئة ألف ليرة للعمال المتفرغين والدائمين وال ذين يظلون الوظائف التي تتضمن العمل في خطوط التوريد عالية الجهد في (Power and Steam Plants) في حرم الجامعة (البدل الخاص) تشكل لجنة خاصة تتضمن ممثلين من، ومستخدمي الجامعة الأميركية في بيروت لقرة تبدأ في كانون الثاني 2018 وتنتهي منه في حزيران 2018. تكون مهامها دراسة أهلية بعض المراكز المتميزة في حرم الجامعة والمركز الطبي لقضي البدل الخاص. يعتمد من البديل الخاص إبتسام من تموز 2018 المستخدمين والعمال الشاغرين مراكز ثم اعتباراً أنت تتوفر فيها الشروط المعينة من قبل اللجنة.
ARTICLE 24: PRIVILEGES RELATED TO SERVICE AWARDS

In accordance with the current policy on service awards, the University shall grant the following to eligible Members:

a. For those who complete 10, 15 and 20 years of service:
   An award and an increase of 4% of the monthly salary, to be considered as complementary to the award.

b. For those who complete 25 and 30 years of service:
   An award and an increase of 8% of the monthly salary, to be considered as complementary to the award.

c. For those who complete 35 years of service and above:
   An award and an increase of 12% of the monthly salary, to be considered as complementary to the award.

ARTICLE 25: FREE MEALS TO FOOD SERVICE WORKERS

The University shall grant Food Service Workers one free meal per day, while on duty and at their place of work.

ARTICLE 26: DAILY TRANSPORTATION ALLOWANCE

The daily transportation allowance granted to
employees and workers will amount to LL.10,000/- per active working day.

However, all other provisions of the relevant Lebanese Laws relating to the daily transportation shall remain applicable to employees and workers.

ARTICLE 27: FREE TUITION FOR CHILDREN OF EMPLOYEES AND WORKERS

The University will waive the tuition at the American University of Beirut for children of Employees and Workers who are in active service in accordance with the following conditions:

a. The Employee or Worker must have completed at the University two or more years of continuous active service on full time basis, prior to the beginning of the semester as declared by the University.

b. The child must have been accepted by the Admissions Committee and registered at the University as a regular full-time student working for a degree provided he/she does not benefit from another scholarship.

c. The waiving of tuition is limited to a maximum of four children of each eligible Employee or Worker as provided in paragraph “a” of this Article. In case both parents are working at the University and eligible as provided in paragraph “a” of this Article, this privilege will be limited to one of them.

ليرة لبنانية عن كل يوم حضور فعلي إلى مركز العمل.

على أنه تبقى كافة الإحكام الأخرى للقوانين المتعلقة ببدل النقل تطبق على العمال والمستخدمين.

المادة السابعة والعشرون: الإعفاء من رسوم التعليم لأولاد المستخدمين والعاملين

بمعنى أولاد المستخدمين والعاملين الذين هم في الخدمة الفعلية من رسوم التعليم في الجامعة الأميركية في بيروت حسب الشروط التالية:

أ- يجب على المستخدم أو العامل أن يكون قد أمضى ستينات أو أكثر في الخدمة الفعلية المتواصلة والمتمفرقة في الجامعة قبل بدء الفصل الدراسي المعلن عن قبل الجامعة.

ب- أن يكون الولد قد قيل من "الجنة اختيار الطلاب" يمتلك أنتظار الجامعة وسجل في الجامعة كطالب نظامي متفرغ لنيل درجة علمية على أن لا يكون حاصلا على منحة دراسية أخرى.

ج- يحدد هذا الإعفاء من رسوم التعليم لأربعة أولاد فقط لكل مستخدم أو عامل تنطبق عليه الشروط المذكورة في الفقرة "أ" من هذه المادة أما إذا كان الوالدان يعملان في الجامعة وتنطبق عليهما الشروط المذكورة في الفقرة "أ" فهذه المادة فإن الإعفاء من رسوم التعليم يحصر في واحد منهما.

[Signature]

[Seal]

AMERICAN UNIVERSITY OF BEIRUT

Human Resources Department

[Stamp]
d. Waiver of tuition for each eligible child will be limited to cover consecutive academic years of undergraduate studies up to the first University degree under the present University Academic Program, beginning with the Sophomore Class in the Faculty of Arts and Sciences or equivalent classes in other Faculties as determined by the University.

Waiver of tuition will not be provided for the summer session in the Faculty of Arts and Sciences, nor will be provided for repeated years.

e. Waiver of tuition will cease for all children on the date of resignation or termination of the eligible Employee or Worker. Waiver of tuition will also cease for all children on the date of retirement of eligible Employee or Worker if such retirement occurs prior to the completion of 15 years of active service. This waiver of tuition will also cease during leaves without pay or change of employment status from full-time to part-time.

f. Waiver of tuition will cease in case of death of an eligible child or marriage of a daughter. However, waiver of tuition as specified in paragraph “d” of this Article may be granted to another child, if such child becomes eligible to enter the University after the death or the marriage. Waiver of tuition will be provided as from the semester following the interruption of the previous eligible child and will cover the remaining period of the first degree.
g. In case of death of the Employee or Worker (while in active service), who has 15 or more years of active service, waiver of tuition will continue for eligible children as specified in paragraph “d” of this Article. The same will apply in case of retirement of the Employee or Worker who has 15 or more years of active service.

Any benefits granted pursuant to this Article shall automatically cease upon the issuance of any legislation requiring the University to grant to Employees and Workers benefits equal or exceeding in their total value those granted according to this Article.

In all other respects, the conditions mentioned in paragraphs “a”, “b”, “c”, “d” and “g” above shall apply.

ARTICLE 27 (REPEATED):

EDUCATIONAL SCHOLARSHIPS
FOR CHILDREN OF EMPLOYEES
AND WORKERS

The University will grant educational scholarships for children of Employees and Workers in salary Grades 1 through 12 and who are in active service in accordance with the following conditions:

a. The said Employee or Worker must have completed at the University two or more years of continuous active service on full-time basis on September 30 prior to the beginning of the school year.
b. The child must be registered in an official or private, regular and daily school following the official Lebanese program in Lebanon. Night schools are not considered regular for this purpose.

c. The privilege of scholarship is limited to a maximum of four children of each eligible Employee or Worker, as provided in paragraphs "a" and "b" of this Article. In case both parents are working at the University and eligible as provided in paragraphs "a" and "b" above, this privilege will be limited to one of them.

d. Scholarships will be granted for each eligible child for maximum of fourteen regular school years, beginning with KGI up to Baccalaureate II or BT.

e. (i) Scholarship granted for each child will be as follows:

1. Elementary Education:
Effective Academic Year 2017-2018 a maximum of LL 2,740,000.- (Two Million Seven Hundred Forty Thousand Leb. Pounds) of the yearly school tuition, and LL 440,000.- (Four Hundred Forty Thousand Leb. Pounds) in official or gratuitous schools.

Effective Academic Year 2018-2019, a maximum of LL 2,900,000.- (Two Million Nine Hundred Thousand Leb. Pounds) of the yearly school tuition, and LL 497,200.- (Four Hundred Ninety Seven Thousand Leb. Pounds) in official or gratuitous schools.

- تعليم الابتدائي:

السنة الأكاديمية 2017-2018، منحة قدرها 2 مليون وسبعمائة وأربعون ألف ليرة لبنانية (2,740,000 l.L.) كحد أقصى من قيمة القسط السنوي في المدرسة الخاصة واربعمائة وأربعون ألف ليرة لبنانية (440,000 l.L.) في المدرسة الرسمية والمجانية.

السنة الأكاديمية 2018-2019، منحة قدرها 2 مليون وسبعمائة وأربعون ألف ليرة لبنانية (2,900,000 l.L.) كحد أقصى من قيمة القسط السنوي في المدرسة الخاصة واربعمائة وسبعة وسبعون ألف ليرة لبنانية (497,200 l.L.)
2. For Intermediate and Secondary Education:
Effective Academic Year 2017-2018 a maximum of LL.4,100,000.- (Four Million One Hundred Thousand Leb. Pounds) of the yearly school tuition and LL.550,000.- (Five Hundred Fifty Thousand Leb. Pounds) in official or gratuitous schools.

Effective Academic Year 2018-2019, a maximum of LL.4,450,000.- (Four Million Four Hundred Fifty Thousand Leb. Pounds) of the yearly school tuition and LL.625,500.- (Six Hundred Twenty One Thousand Five Hundred Leb. Pounds) in official or gratuitous schools.

The above scholarship will not cover cost of books, transportation or any other charges and fees.

(ii) The University will also grant a book allowance for children of employees and workers Grades 1 through 12 and who are eligible for the afore mentioned educational scholarships as follows:

Effective Academic Year 2017-2018
- Elementary School: LL.120,000.- (One Hundred Twenty Thousand Leb. Pounds)
- Intermediate School: LL.225,000.- (Two Thousand Two Hundred Fifty Thousand Leb. Pounds)

وتسعون ألفاً وما بيناً ليرة لبنانية (١٢٠٠٠٠ ٣٠٠٠ ٠٠٠ل) في المدارس الرسمية والمجانية.

- التعليم المتوسط والثانوي

للسنة الأكاديمية ٢٠١٨-٢٠١٨ منحة قدرها أربعة ملايين وثمانية وعشرون ألفاً ليرة لبنانية (٤٠٠٠ ٤٠٠٠ ٠٠٠ل) كحد أقصى من قيمة القسط السنوي في المدارس الخاصة وخمسة وعشرون ألفاً ليرة لبنانية (٢٢٥٠٠٠٠ ٠٠٠ل) في المدارس الرسمية والمجانية.

للسنة الأكاديمية ٢٠١٩-٢٠١٩ منحة قدرها أربعة ملايين وأربعمائة وخمسة وعشرون ألفاً ليرة لبنانية (٤٣٠٠ ٤٣٠٠ ٠٠٠ل) كحد أقصى من قيمة القسط السنوي في المدارس الخاصة وستة وعشرون ألفاً وخمسة وعشرون ليرة لبنانية (٢٢٥٠٠٠٠ ٠٠٠ل) في المدارس الرسمية والمجانية.

إن المنحة المذكورة أعلاه لا تشمل ثمن الكتب أو مصاريف النقل وغير ذلك من المصاريف والرسوم.

ب- تمنح الجامعة أيضا المستخدمين والعمال من فئة الرواتب الأولى إلى الثانية عشرة بدل كتب عن كل ولد من الأولاد المستفيدين من المنحة المذكورة أعلاه على الشكل التالي:

- المرحلة الابتدائية: مائة وعشرون ألفاً ليرة لبنانية (١٢٠٠٠٠ ٣٠٠٠ ٠٠٠ل)
- المرحلة المتوسطة: مائتان وخمسة وعشرون ألفاً وخمسة وعشرون ليرة
- المرحلة الثانوية: مائتان وخمسة وعشرون ألفاً وخمسة وعشرون ليرة

إعتباراً من السنة الأكاديمية ٢٠١٧-٢٠١٨
Hundred Twenty Five Thousand Leb. Pounds
- Secondary School: LL.450,000,- (Four Hundred Fifty Thousand Leb. Pounds)
f. Payment will be made upon presenting the receipt, registration certificate and catalogue in private schools and the registration certificate in official or gratuitous schools.
g. An eligible child cannot be replaced by his/her brother or sister, nor would the scholarship be granted for repeated classes. However, in case of death of an eligible child or discontinuation of studies due to the marriage of a female child or the disability, illness or dropping of the studies by an eligible child then the scholarship may be granted to another child on a one-time basis. The scholarship will be provided in this case for the remaining period of the previous one as determined in this Agreement.
h. Scholarship is provided for a child if he/she is not a holder of another scholarship.
i. Scholarship will cease for all children on the date of resignation or termination of the eligible Employee or Worker. This privilege will also cease during leaves without pay or change of employment status from full-time to part-time. In all these cases, the Employee or Worker will not benefit from the scholarship on the portion of the remaining school year.
j. In case of death of the Employee or Worker while in active service during any school year, who has ألف ليرة لبنانية (3400 ل.ل)...
- المرحلة الثانوية: أربعة وخمسون ألف ليرة لبنانية (4500 ل.ل).
و- تصرف هذه المنحة بناءً على إبراز إيسال دفع الأقساط وإعداد وتسجل وإعفاء الرسوم لدى المدارس الخاصة وإعداد تسجيل في السنة الدراسية في المدارس الرسمية والمجانية.
- لا يمكن استبدال أي ولد يستفيد بولد آخر ولا تدفع المنحة عن أية سنة معادة إلا أنه في حال وفاة أي ولد مستفيد أو الانتقال عن الدارس بسبب زواج الابنة المستفيدة أو عجز أو مرض أو ترك الدارس من قبل المستفيد يمكن أن تعطى المنحة لولد آخر ولمدة واحدة فقط، وذلك للقترة الباقية من المنحة كما هي محددة في هذه الاتفاقية.
ح- لا تستحق المنحة عن أي ولد إذا كان يستفيد من أي منحة أخرى.
- تتوقف المنحة لجميع الأولاد عند استقالة المستخدم أو العامل أو إنهاء خدماته كما وانه تتوقف المنحة في حالة "الإجازة بلا راتب" أو عند تبديل العمل المتفغر إلى عمل غير متفغر وفي جميع هذه الحالات لا يستفيد المستخدم أو العامل من المنحة عن الفترة الباقية من العام الدراسي.
- إذا توقف المستخدم أو العامل الذي يستفيد من المنحة وهو ما زال في الخدمة الفعلية وقد أتم
15 or more years of active service, scholarship will continue as if the Employee or Worker has not died. The same will apply in case of retirement of the Employee or Worker who has 15 or more years of active service.

Education scholarships mentioned in this Article shall automatically cease upon the issuance of any legislation requiring the University to grant educational scholarships for children of its Employees or Workers or to bear financial liabilities and obligations whatsoever to this end.

ARTICLE 28: EDUCATIONAL SCHOLARSHIPS FOR CHILDREN OF EMPLOYEES AND WORKERS WHO ARE ENROLLED IN OTHER UNIVERSITIES

The University will grant educational scholarships at universities other than the American University of Beirut for children of employees and workers in grades 1 to 12, who are in active service, an amount not to exceed LL6,000,000 (Six Million Lebanese Pounds) per child with the following conditions:

a. The Employee or Worker must have completed at the University two or more years of continuous active service on full time basis, prior to the beginning of the semester as declared by the University.
b. The child must have been accepted by the Admissions Committee and registered at the University as a regular full-time student enrolled for a degree provided he/she does not benefit from another scholarship.

c. The privilege of scholarship under this Article is limited to a maximum of four children of each eligible Employee or Worker as provided in paragraph “a” of this Article. In case both parents are working at the University and eligible as provided in paragraph “a” of this Article, this privilege will be limited to one of them.

d. The privilege of scholarship for each eligible child will be limited to cover consecutive academic years of undergraduate studies up to the first University degree under the present University Academic Program, beginning with the Sophomore Class in the Faculty of Arts and Sciences or equivalent classes in other Faculties as determined by the University.

This privilege will not be provided for the summer session in the Faculty of Arts and Sciences, nor will be provided for repeated years.

e. The privilege of scholarship will cease for all children on the date of resignation or termination of the eligible Employee or Worker. Waiver of tuition will also cease for all children on the date of retirement of eligible Employee or Worker if such retirement occurs prior to the

ج. بموجب هذه المادة، تحدد المنحة الجامعية لأربعة أولاد فقط لكل مستخدم أو عامل تنطبق عليه الشروط المذكورة في الفقرة "أ" من هذه المادة أما إذا كان الوالدان يعملان في الجامعة وتنطبق عليهما الشروط المذكورة في الفقرة "أ" من هذه المادة فإن المنحة الجامعية تحصر في واحد منهما.

d. تحدد المنحة الجامعية لكل ولد مستفيد لمدة سنتين متتالية في برنامج المرحلة الجامعية الأولى حتى أول شهادة جامعية وذلك على أساس البرنامج الأكاديمي الحالي للجامعة، واعتبارا من السنة الجامعية الثانية في كلية الآداب والعلوم أو ما يعادلها في كليات أخرى حسب ما تحدده الجامعة.

ه. توقف هذا المنحة الجامعية بالنسبة لجميع الأولاد عند استقالة المستخدم أو العامل أو إنهاء خدمته من الجامعة كما يتوقف هذا الإعفاء بالنسبة لجميع الأولاد عند تاريخ تقاعد المستخدم أو العامل في حال حصول هذا التقاعد قبل إتمام خمسة عشر سنة من الخدمة.
completion of 15 years of active service. This privilege will also cease during leaves without pay or change of employment status from full-time to part-time.

f. The privilege of scholarship will cease in case of death of an eligible child or marriage of a daughter. However, the privilege as specified in paragraph “d” of this Article may be granted to another child, if such child becomes eligible to enter the university after the death or the marriage of the previous eligible child. Waiver of tuition will be provided as from the semester following the interruption of the previous eligible child and will cover the remaining period of the first degree.

g. In case of death of the Employee or Worker (while in active service), who has 15 or more years of active service, the privilege will continue for eligible children as specified in paragraph “d” of this Article. The same will apply in case of retirement of the Employee or Worker who has 15 or more years of active service.

Any benefits granted pursuant to this Article shall automatically cease upon the issuance of any legislation requiring the University to grant to Employees and Workers benefits equal or exceeding in their total value those granted according to this Article.

In all other respects, the conditions mentioned in paragraphs “a”, “b”, “c”, “d” and “g” above shall apply.

الفعلية. كذلك تتوقف المنحة الجامعية في حالة الإجازة بلا راتب" أو عند تبدل العمل المترفغ إلى عمل غير مترفغ وفي جميع هذه الحالات يدفع المستخدم أو العامل رسوم التعليم عن الفترة البقية من الفصل الدراسي.

و- تتوقف المنحة الجامعية في حال وفاة أي واد مستفيد أو زواج الأبة المستفيدة على أن تشمل المنحة الجامعية كما هو محدد في الفقرة "d" من هذه المادة ولد آخر إذا توفرت شروط دخوله الجامعة بعد الوفاة أو الزواج وذلك عن الفترة المتبقية من المنحة الجامعية ابتداء من الفصل الدراسي الذي يلي توقف استفادة المستفيد السابق.

ي- إذا توفر المستخدم أو العامل (وهو ما زال في الخدمة الفعلية) الذي قد أمّ 15 عاماً أو أكثر في الخدمة الفعلية المتواصلة تستمر المنحة الجامعية للأولاد كما هو محدد في الفقرة "d" من هذه المادة. كما يطبق ذلك في حال تقاعد المستخدم أو العامل الذي أمّ 15 عاماً أو أكثر في الخدمة الفعلية.

إن أية منافع تمنح بالاستثناء إلى هذه المادة تتوقف حكما عند صدور أي تشريع يلزم الجامعة بمنح منافع المستخدمين والعمال تعادل أو تفوق بقيمتها الإجمالية تلك المعتادة بموجب هذه المادة.

فيما عدا ما سبق تطبيق الشروط الواردة في الفترات "a"، "b"، "ج"، "د"، "و"، "و"، "ن" أعلاه.
ARTICLE 29: HOUSING LOAN AND SAVINGS PLAN

At such time as the Syndicate has developed its proposed Housing Development and Savings Plan to the point of implementation, the University will endeavor to accede to any reasonable request submitted by the Syndicate with respect to regular payroll deductions related to these plans that will be authorized by individual participating Members.

ARTICLE 30: PAYROLL DEDUCTION OF SYNDICATE DUES.

Upon written application by a Member, the University will deduct from that Member’s regular monthly wages a sum equivalent to 1/12 of that Member’s annual syndicate due and pay such due to the Syndicate.

ARTICLE 31: GRANT ON THE OCCASION OF RETIREMENT

Each Employee or Worker whose participation in the End of Service Indemnity Branch of the Lebanese National Social Security Fund has ended due to the attainment of the age, as determined by the Fund (60 to 64 years of age), shall be granted by the University a special indemnity equal to one month salary for each year of active service subsequent to the aforesaid age, and until the attainment of the normal retirement age at the University or earlier due to early retirement, and half a month’s salary for any fraction of a year.

المادة التاسعة والعشرون: قرض الإسكان ومشروع التوفير

في الوقت الذي يكون فيه النقدية قد وصلت إلى حد التطبيق لمشروع الإسكان والتوفر في الجامعة ستستدعى جهدها إلى الموافقة على أي طلب معقول تقدمه النقدية بشأن إجابة عنلات موضوعة تتعلق بهذين المشروعين يفرض بالقطاعها من الرواتب العادية من قبل الأعضاء المتسلمين.

المادة الثلاثون: حسم المبالغ المتوقعة للنقدية من رواتب الأجراء

بناء على طلب خطي يقدمه العضو تحسم الجامعة من راتبه الشهري العادي مبلغًا يوازي 1/12 من المبالغ السنوية المتوقعة عليه للنقدية ويدفع هذا المبلغ للنقدية.

المادة الحادية والعشرون: منحة بمناسبة التقاعد

تمنح الجامعة لكل موظف أو عامل توقف انتظامه إلى فرع تعويض نهاية الخدمة في السندور المحلي للضمان الاجتماعي اللبناني لبوعه السن المحددة لدى السندور (أي بين سن الستين والرابعة والستين) تعويضاً خاصاً يعادل راتب شهر عن كل سنة خدمة فعلية تلقى بوعه هذه السن وحتى بوعه سن التقاعد العادية لدى الجامعة أو قبل ذلك أي نتيجة التقاعد المبكر، ونصف شهر عن كسر السنة.
Employees or Workers are also entitled to an additional payment equivalent to the difference between (1) the salary on the date of attainment of normal retirement age at the University (at the age of 65) or earlier (due to early retirement) and (2) the salary on the date of attainment of age as determined by the Fund (i.e. the date of collection by the relevant Employee or Worker of his/her end-of-service indemnity from the Fund at the age of 60 to 64); which difference is multiplied by the effective years of active service of the relevant Employee or Worker from the starting date of employment that is uninterrupted until the date of settlement of the end-of-service indemnity from the Fund, on the attainment of age as determined by the Fund (60 to 64 years of age, inclusive).

Effective years of active and continuous service are equal to: one year for each full year of active service since the starting date of uninterrupted employment until the date of settlement of the end-of-service indemnity from the Fund, on the attainment of age as determined by the Fund (60 to 64 years of age, inclusive), and half a year for any fraction of a year, to be uplifted by half a year for each full year following the period since attainment of 20 years of consecutive employment at the University and the official retirement date as determined by the Fund between the age of 60 and 64, as applicable, regardless of whether the Employee and Worker has collected his/her end of service indemnity with the Fund after 20 consecutive years of adherence to the Fund.

يتم احتساب سنين الخدمة الفعلية المتواصلة كما يلي: عن كل سنة خدمة فعالة حتى تاريخ تصنيفية تعويض نهاية الخدمة العائدة له من الصندوق عند بلوغه السن المحدد لدى الصندوق (أي بين سن السنتين والرابعة والستين ضمناً) سنة ونصف سنة عن كسر السنة، بالإضافة إلى نصف سنة عن كل سنة خدمة كاملة فعلية ومتواصلة تلي العشرين سنة من الخدمة في الجامعة حتى بلوغه سن التقاعد لدى الصندوق (أي بين سن السنتين والرابعة والستين)، حسب الحالة، بغض النظر عن إذا تم تصنيفية تعويض نهاية الخدمة لدى الصندوق الوطني للضمان الاجتماعي بعد إتمام العشرين سنة من الخدمة.
Should the “End of Service Indemnity” be increased to Employees and Workers by Labor Law or Social Security Legislation, and if a National Pension Plan or any similar or comparable program or benefits are legislated, the aforementioned University grants shall then cease.

**ARTICLE 32: NORMAL RETIREMENT AGE**

Employees or Workers will retire on September 30 coincident with or next following their sixty-fifth birthdays. The chronological age of the Employee or Worker will be calculated on the basis of the date of birth recorded at the Human Resources Department at the time of employment. In case the exact date and month of birth are not recorded, the Employee or Worker will retire on September 30 of the year in which his/her sixty-fifth birthday falls.

**ARTICLE 33: ADDITIONAL END OF SERVICE INDEMNITY IN CASE OF DEATH & TOTAL PERMANENT DISABILITY**

The University will grant employees and workers in grades 1 to 12 who are on full-time basis and in active service, a life insurance policy due to death and total permanent disability and partial permanent disability for their beneficiaries at no cost to the employee as follows:

- an amount equivalent to 24 months’ salary provided it is not less than the equivalence of $30,000 in Lebanese Pounds and not more than the
equivalence of $75,000 in Lebanese Pounds in case of natural death and death due to passive war, total permanent disability and partial permanent disability due to passive war risk.

- an amount equivalent to 36 months’ salary provided it is not less than the equivalence of $45,000 in Lebanese Pounds and not more than the equivalence of $100,000 in Lebanese Pounds in case of death due to an accident and in the case of accidental permanent total disability or accidental permanent partial disability.

ARTICLE 34: EARLY RETIREMENT

PLAN FOR MEDICAL REASONS & DISABILITY

The University administers an early retirement plan for medical reasons and disability. This plan applies to all Non-Academic employees and workers employed on full time basis and governed by the Lebanese Labor Law.

- An employee or worker shall become eligible under this Plan when he/she becomes permanently disabled to perform his/her work as a result of an illness, injury or infirmity.

- When an employee/worker is disabled, and based on his/her request, the Dean or Head of the department concerned will refer him/her to the University Health Services for evaluation. The UHS Physician will send a report to the Director of Human Resources stating clearly the physical condition of the employee/worker.

- The Director of Human Resources and upon receipt of
التقرير يدعو لجنة التقاعد المبكر للموظفين من غير الهيئة التعليمية لمراجعة التقرير. وينضم اللجنة نائب الرئيس المشارك لشؤون الإدارة وكبير موظفي مكتب الرئيس، مدير دائرة الموارد البشرية، مدير دائرة الخدمات الصحية في الجامعة، مدير الدائرة التي ينتمي إليها الموظف العامل، رئيس النقابة أو مندوب عنه.
- تراجع اللجنة التقرير الطبي المقدم من قبل دائرة الخدمات الصحية وتقترح خلا مناسباً والذي يستدعى نقل الموظف إلى وظيفة أخرى، تاجر في الطلب أو تناعد الموظف أو العامل. في حال تم الموافقة على تناعد الموظف أو العامل يدفع تعويض عجز على أن لا يزيد عن 200% من تعويض نهاية خدمته.
- يقوم رئيس الجامعة بإعلان الموظف العامل بقرار اللجنة.

المادة الخامسة والثلاثون: تعويض نهاية الخدمة للعمال والمستخدمين من غير الجنسية اللبنانية
أ- يستفيد الأعضاء الأجانب الذين استخدموا لدى الجامعة بعد 1950/5/1 من تعويض نهاية الخدمة تدفعه الجامعة ويحسب وفقاً للأصول المعتمدة من قبل الصندوق الوطني للضمان الاجتماعي لتحديد المبلغ المترتب من قبله للمستفيدين به.
ب- تلغي وتتوقف كافة المنافع والترميمات والتوفيرات لذكروا في هذه المادة بالنسبة لأي من العمال والمستخدمين المنكروين فيها.
similar to those indicated in this Article, because of the promulgation of any new legislation, Lebanese or foreign (including the adherence of Lebanon to any International Convention) or because of any other reason including the application of the Lebanese Social Security Law to him/her.

In the cases mentioned in this Paragraph all benefits and allowances provided for in this Article in respect of any Non-Lebanese Member benefiting there from shall be settled as at the date he/she becomes eligible to benefits and allowances similar to those mentioned in this Article and shall be paid to the Member up to said date against the signature of a receipt and discharge in the respect of the application of this Article unless any new legislation of International Convention provides otherwise.

Payment made pursuant to this Article shall be in lieu of:
(1) any benefits, end of service indemnity, gratuity, severance pay or (2) any other payments which the University is required or may be required to make pursuant any labor, pension, social security or similar law, governmental decree, court accord, contract or personnel policy or regulation maintained by the University and (3) any contribution or other payment which the University may be required to make towards the cost of any old age, retirement, disability and/or death benefits payable under any law or program.

ARTICLE 36: EARLY RETIREMENT AT AGE 60

Employees or Workers may resign any time after their sixtieth birthday and at their own request and may maintain their HIP membership, provided they have completed at least 15 years of active service at the
University and have been enrolled continuously in HIP for at least 15 years. Rules and Regulations governing HIP shall apply.

**ARTICLE 37: GENERAL PROVISION**

Any and all benefits, grants or other form of payments made herein by the University shall automatically cease in the event the University is, pursuant to any applicable legislation, required to make any similar or comparable benefits, grants or payments.

**ARTICLE 38: GRIEVANCE PROCEDURE**

Any Member shall have a right to file a grievance at any time that he/she believes the treatment accorded him/her has been in violation of the provisions of this contract or of the established Personnel Regulations of the University.

Any grievance by a Member must first be presented in writing to the University through the established supervisory channels for consideration and review before referring such grievance to any other authority or organization.

The Grievance Procedure shall follow three maximum steps shown below to the extent they are available within the organization structure:

**Step 1:** The immediate supervisor will review the grievance, discuss it with the Employee or Worker concerned, and endeavor to effect a satisfactory settlement within 10 working days. The immediate supervisor will prepare a written report on his/her findings regarding the grievance and the outcome of
his/her discussions with the incumbent. The report will be sent to the next higher level of supervision with a copy to the Human Resources Department for notation and insertion in the incumbent’s personal file.

Step 2: If a solution under Step 1 is not acceptable to the Employee or Worker, he/she may request the matter be referred to the next higher level of supervision (or the Chairperson of the Department in the Academic Department or the Hospital Director if in Hospital). This higher level of supervision will hear the grievance, read the report, review its circumstances and give his/her decision to the Employee or Worker concerned within 10 working days. A written report of the action taken will be submitted to the Dean or Head of Administrative Department with a copy to the Human Resources Department.

Step 3: If the decision under Step 2 is not acceptable to the Employee or Worker, he/she may request the matter be referred to the Dean in Academic Department and Hospital or to the Head of Administrative Department in other areas. After hearing the grievance and reviewing its circumstances the concerned Dean or Head of Administrative Department will render his/her decision thereon and inform the Employee or Worker of such decision within 10 working days. A written report of the action taken will be prepared with a copy to Human Resources Department.

A decision rendered at the Dean or Administrative Department Head level will be considered to be a final decision. However, if a
Member so chooses he may make an appeal in accordance with the provisions of Article 39 of this contract.

ARTICLE 39: APPEAL PROCEDURE

A member who wishes to appeal a decision rendered through the Dean or Administrative Department Head Level of the Grievance Procedure may have his/her case considered by the President of the University in accordance with the established appeal procedure.

1. Review Committee:

Prior to rendering a decision on any appeal the President, at his discretion may refer the case to a review committee consisting of the following:

- Human Resources Director (Chairperson)
- President of the Syndicate
- A Syndicate Member selected by the Syndicate Council if the appealing Employee or Worker is a member of the Syndicate
- An Academic Dean - Other than the one concerned
- An Administrative Department Head – Other than the one concerned.

2. Committee Recommendation:

The Review Committee if constituted in Part 1 hereof, will conduct a thorough investigation and present its recommendation to the President. Should the President find it necessary to take an action other than that recommended by the Committee he will discuss his decision with the entire Committee before putting

المذكر وفقًا لأحكام المادة التاسعة والثلاثون من هذا العقد.

المادة التاسعة والثلاثون: إجراءات الاستئناف

إن العضو الذي يرغب في أن يستألف قرارًا اتخذ على مستوى العميد أو رئيس الدائرة الإدارية بموجب إجراءات التنظيم له الحق بأن ينظر رئيس الجامعة في قضيته.

1. اللجنة

قبل اتخاذ قرار في أي قضية مستنفدة، يحل الرئيس، إذا أرتأى ذلك، تلك القضية إلى لجنة مؤلفة كما يلي:

مدير الموارد البشرية (رئيس)
رئيس النقابة
عضو من النقابة يختاره مجلس النقابة إذا كان المستأنف عضو في النقابة.
عميد من الهيئة التعليمية - على الألا يكون له علاقة في القضية
رئيس دائرة إدارية - على الألا يكون له علاقة في القضية.

2. توصيات اللجنة:

بعد أن تقوم هذه اللجنة بتحقيق شامل ترفع توصياتها للرئيس، فإذا وجد الرئيس من الضرورة أن يتخذ قرارا يعرف توصيات اللجنة فإنه يبحث قراره هذا مع اللجنة بأكملها قبل أن يضع قراره.
his decision into effect.

3. President’s Decision:

The President will advise the Review Committee, if convened, of his decision within 10 working days of receiving the Committee’s recommendation. The decision will also be conveyed to the Employee or Worker, and a copy of such decision will be forwarded to the Human Resources Department.

ARTICLE 40: PAY STATUS WHILE IN GRIEVANCE PROCEDURE

A member who in pursuing his/her grievance adheres to the procedures specified in Articles 38 and 39 hereof will not suffer loss of pay for any of his/her regular working hours spent in pursuing his/her case through the authorized steps of the Grievance Procedure.

ARTICLE 41: SETTLEMENT OF DISPUTES

As provided for in the second part of Article 47 of the Law on Collective Labor Contracts, Mediation and Arbitration dated September 2, 1964, the following procedure shall be followed in the settlement of disputes:

If at any time during the term of this contract or any extension thereof or after its expiry any doubt, difference or dispute shall arise between the University and the Syndicate concerning the interpretation or
execution of this contract or anything herein contained, or the rights and liabilities of either party hereunder, it shall, failing any Agreement to settle it, be referred to mediation in accordance with the provisions of the said Law on Collective Labor Contract, Mediation and Arbitration.

In the event of total or partial failure of mediation, the dispute will be referred to special arbitration at any time by agreement between the parties; otherwise by either party on or after the 16th day from the date of collective work stoppage. The Special Arbitration Committee consists of two Arbitrators one of whom shall be chosen by the University and the other by the Syndicate, and an Umpire who shall be chosen by the Arbitrators. Each party shall nominate its Arbitrator within 30 days of being requested in writing by the other party to do so. In the event the Arbitrators fail to agree on an Umpire, the University and the Syndicate shall in Agreement appoint an Umpire, and in the event of their failing to agree, they shall request the Chairman of the Lebanese Bar Association to act as Umpire and in his absence or inability to act, the President of the Beirut Court of First Instance (Civil Division). The decision of the Arbitrators, or in the case of a difference between them, the decision of the Umpire shall be final.

For the purpose of interpreting the provisions of this contract both the Arabic and English texts will

 Hinweis: Die Übersetzung ist von handwerklicher Art und mag nicht in allen Einzelheiten korrekt sein.
have the same force.

The place of arbitration shall be Beirut, Lebanon. The cost of arbitration including the remuneration of the Umpire shall be borne equally by the two parties of this dispute, except that each said party shall pay the remuneration of its own Arbitrator.

IN WITNESS WHEREOF, The Parties have executed this Contract in triplicate, intending each triplicate copy to serve as an original as of the date first here-in-above written hereof.

THE AMERICAN UNIVERSITY OF BEIRUT
BY Dr. Fadlo Khuri
President

WORKERS AND STAFF SYNDICATE
BY George Jundi
President
BY Abbas Hariri
Secretary

Registered with the Ministry of Labor under the number ____________________________

الجامعة الأميركية في بيروت

توقيع الدكتور فضول خوري
الرئيس

نقابة عمال ومستخدمي الجامعة

توقيع جورج الجردي
الرئيس

توقيع عباس حريري
أمين المر

سجل في وزارة العمل تحت الرقم ____________________________