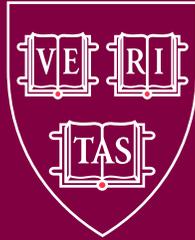

AGREEMENT



HARVARD UNIVERSITY

&

HARVARD UNIVERSITY
POLICE ASSOCIATION

EFFECTIVE

AUGUST 1, 2012 - NOVEMBER 30, 2016

AGREEMENT

HARVARD UNIVERSITY

and

HARVARD UNIVERSITY
POLICE ASSOCIATION

Effective

August 1, 2012 - November 30, 2016

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AGREEMENT

PREAMBLE

This Agreement, effective August 1, 2012, is by and between the President and Fellows of Harvard College (hereinafter called the University) and the Harvard University Police Association (hereinafter called the Association).

It is the desire of both the University and the Association to work together to maintain mutually satisfactory conditions of employment and in that undertaking to act in a way beneficial to the preservation of harmonious relations. To this end the parties agree as follows:

ARTICLE 1 - EQUAL OPPORTUNITY

The parties actively affirm their intent and desire to comply fully with their obligation under existing applicable laws relating to discrimination on the basis of race, color, religion, country of national origin, sex, age, sexual orientation, disability or veteran status, and hereby agree to incorporate these obligations as part of this Agreement.

ARTICLE 2 - RECOGNITION OF THE ASSOCIATION

2.1 The University recognizes the Association as the exclusive representative for purposes of collective bargaining of all University employed Police Officers. This Agreement does not apply to office personnel, temporary or less than half time employees, persons of higher rank, or students who may be employed at the discretion of the University.

2.2 The University and the Association acknowledge that the duties of an employee are determined and prescribed by the Director of Police and Security and Chief of Police (hereinafter called the Chief of Police) or his/her designee. The duties shall be described in a position description, which the University reserves the right to change from time to time upon notification to the Association.

2.3 The term employee when used herein shall refer to any of the employees covered by this Agreement.

ARTICLE 3 - ASSOCIATION MEMBERSHIP

3.1 As a condition of employment, all employees who were members of the Association on the execution date of this Agreement shall remain members in good standing for the term of this Agreement, and all employees who shall after this date enter the bargaining unit covered by this Agreement shall on and after the thirteenth day following the beginning of their employment become, and must remain, members of the Association in good standing.

3.2 An employee shall be regarded as a member of the Association in good standing if s/he shall have tendered his/her regular dues within the time required by the constitution of the Association.

3.3 The Association agrees that it will admit to membership all employees who apply for membership.

3.4 The University agrees to keep the Association informed of all employees added to or separated from the bargaining unit as follows:

(a) Provide a list of all new employees, including the date of employment and pay rate, prior to the start date, to allow the Association to schedule time during orientation and as requested, lists will be provided, no more than once per quarter.

(b) Provide notice of termination within thirty (30) days.

ARTICLE 4 - CHECKOFF

4.1 During the term of this Agreement the Association shall have the exclusive right to the checkoff and transmittal of Association dues on behalf of each employee.

4.2 During the term of this Agreement the University shall deduct, from the payroll of each week, the initiation fee (if any), and the current regular weekly membership dues for that week from the wages of each employee who individually and voluntarily authorizes such deductions in writing in a form acceptable to the University. The amount of the initiation fee and of the regular monthly membership dues of each such employee shall be certified in writing to the University by the secretary and treasurer of the Association. The University shall pay the amounts so deducted each week to the Association as instructed by the secretary and treasurer of the Association. Checkoff shall commence within three weeks of the time the University receives the authorization signed by the employee.

ARTICLE 5 - WORK SCHEDULE

5.1 The normal work schedule shall be four consecutive eight-hour work days followed by two consecutive days off, except as otherwise provided in this Agreement.

5.2 Overtime may be scheduled at any time on a reasonable basis.

5.3 Payroll calculations are made on the basis of the week beginning at 12:01 a.m. Sunday and ending with 11:59 p.m. on Saturday. The payroll day runs from midnight to midnight.

5.4 The 4 & 2 schedule may be discontinued for reasonable cause at the request of either party upon 180 days notice, in which case the normal workweek shall be five days of eight hours work each.

5.5 As of the first Sunday in September of each calendar year, the following regular tours of duty for officers not assigned to flex positions shall be in effect:

NIGHTS – WATCH 1	11:00 PM – 7:00 AM
DAYS – WATCH 2	7:00 AM – 3:00 PM
EVENINGS – WATCH 3	3:00 PM – 11:00 PM
6 – 2 WATCH 4	6:00 PM – 2:00 AM

Effective September 1, 2014, the department shall have the option of not staffing the 6-2 WATCH 4 (6:00 PM – 2:00 AM) tour of duty in any given year if it reasonably concludes that the staffing of that shift will substantially and adversely affect its overall operations. If in any given year the department determines that it will not staff the 6-2 WATCH 4 (6:00 PM – 2:00 AM) tour of duty, it will give the Association at least ninety (90) days' written notice of its intention prior to September 1 in the year in which that determination will be in effect.

The department shall undertake a yearly bid for vacancies in the above hours of work/tours of duty. These duty assignments shall be filled according to seniority. The department shall conspicuously post a list of all available hours of work/tour of duty thereafter on a yearly basis no later than August 15th of that calendar year.

Whenever a vacancy occurs within the regular work shifts (Days, Nights, Evenings, 6-2), the Chief may, if s/he chooses to fill the vacancy, offer the vacancy to volunteers within the shift. If there are no volunteers within the shift, the vacancy shall be filled by the least senior officer within the work shift.

A new police officer or an officer coming from a flex position shall be placed within the regular work shifts as determined by the Chief of Police.

5.6 The Chief of Police may establish such other work shifts as s/he may from time to time determine to be operationally necessary. To staff these shifts or tours, Article 17 of the current collective bargaining agreement will be used. If the shifts or tours are not filled through the bid process, inverse seniority will be used to fill the vacancies.

ARTICLE 6 - WAGES

6.1 The wage schedule for employees set forth below reflects a 3% increase in each year of this Agreement as made effective on the dates listed:

Length of Service	Current Hourly Rate				
	08/01/11	09/15/12	09/15/13	09/15/14	11/01/15
Completed 24 mos	31.55	32.50	33.48	34.48	35.51
Completed 18 mos	29.20	30.08	30.98	31.91	32.87
Completed 12 mos	26.99	27.80	28.63	29.49	30.37
Completed 6 mos	24.64	25.38	26.14	26.92	27.73
Less Than 6 mos	22.37	23.04	23.73	24.44	25.17

6.2 An employee who substitutes for a Sergeant will be Acting Sergeant and will receive his/her regular rate plus 20% for the period worked. The Chief of Police, or his/her designee, has sole responsibility for making this assignment.

6.3 A newly hired employee may be placed at any rate in the salary range, as determined by the Chief of Police, based on prior education, experience, technical training or other such qualifications.

ARTICLE 7 - PREMIUM PAY RATES

7.1 Time and one-half shall be paid for hours worked, as authorized by appropriate supervisory personnel, in excess of eight (8) in any one day or in excess of forty (40) in any workweek without duplication. There will be no pyramiding of holiday pay, overtime pay or premium pay. For the purposes of this Article, any incident which occurs on a work assignment and continues beyond the scheduled conclusion of the employee's shift, will be considered a continuation of that work assignment and the employee shall receive overtime pay only for those hours actually worked.

7.2 If an employee works on his/her normal day off, s/he will be paid time and one-half (double time if authorized by the Chief of Police or his/her designee to work, excluding details and court time on his/her sixth day worked under a 4 & 2 schedule/seventh day worked under a 5 & 2 schedule).

7.3 The Chief of Police, or his/her designee, will make every effort to ensure that the employee is provided with seven (7) days notice of a change in the employee's regularly scheduled workweek, and that his/her days off are not forfeited by the change.

7.4 A C.I.D. employee who is on call and assigned to carry a cell phone or beeper during an eight (8) hour shift will be paid a flat rate of \$30.00 for that shift if not called into work. If the employee is called in, the employee will be guaranteed a minimum of four (4) hours of related work as determined by the shift supervisor at the appropriate overtime rate.

7.5 If an employee is called in before the start of his/her regularly scheduled shift for a period of less than two (2) hours, s/he will receive the appropriate overtime rate for only those hours worked. If an employee is called in for more than a two-hour period before the start of his/her regularly scheduled shift for the purposes of departmental overtime, s/he will receive a minimum of four (4) hours work or pay at the appropriate overtime rate in addition to pay for all hours worked in his/her regular schedule at the appropriate straight time rate. Such departmental overtime opportunities shall be distributed as equitably as practicable over the life of the Agreement in accordance with current departmental policy, which may change from time to time.

7.6 In the application of the overtime provisions of the Agreement, departmental overtime is defined as overtime worked as a result of route coverage, communications coverage, coverage for absence (paid or unpaid) or as work resulting from the assignment of additional police personnel as determined by the Chief of Police or his/her designee. Such departmental overtime shall be paid as provided in section 7.1 of this Article.

7.7 Paid details, for the purposes of this Agreement, are work assignments which are outside departmental overtime requirements and which are generally scheduled in advance and usually involve such assignments as extra traffic duty, construction oversight, pre-arranged escort, and pre-arranged University functions as requested by local management and as assigned by the Chief of Police where appropriate. Effective July 1, 2013, such detail rate shall be paid at the rate of \$43.00 per hour. In addition, the parties agree to meet again on or around August 1, 2014 for the purpose of reviewing the detail rate for further adjustment. If the detail rate is not increased by at least \$1.00 per hour on or around August 1, 2014, the paid detail rate shall automatically increase to \$44.00 per hour on August 1, 2015. The detail rate for details which are considered party details shall be paid at the rate of \$60.00 per hour. Officers shall be paid a minimum of four hours' pay at the detail rate for any detail that lasts four hours or fewer.

Paid details shall be distributed as equitably as practicable.

7.8 If an employee is called in to work on his/her regular days off, or if s/he is called back to work after s/he has left the University grounds, s/he will be guaranteed a minimum of four (4) hours of work at the appropriate overtime rate.

ARTICLE 8 - EDUCATIONAL ALLOWANCE

The University will award a lump sum pensionable bonus in the first pay period in January in an amount equivalent to the percentage of base pay as set forth below to those employees on the active payroll who provide acceptable evidence of the completion of the following:

Education Level	Bonus
Associate's Degree (or equivalent)	4% of base pay
Bachelor's Degree	6% of base pay
Master's Degree	8% of base pay

Employees who are on an approved disability leave will be considered active employees for the purposes of this Article.

ARTICLE 9 - SHIFT DIFFERENTIAL

9.1 Shift differential shall be paid as follows:

Shift	Effective 08/01/12
3 p.m. to 11p.m. and 6p.m. to 2a.m.	\$1.20
11p.m. to 7a.m.	\$1.25

Notwithstanding any other provision of the Agreement, an employee shall be eligible for only one differential for hours worked.

9.2 An employee who is awarded and accepts a work schedule with hours of work and days off subject to change without notice shall receive a shift differential of \$1.35 per hour for each hour worked while so assigned.

The schedule of an employee paid in accordance with paragraph 9.2 shall not be changed for the sole purpose of accommodating details.

Openings for such position(s) will be posted on the bulletin boards for at least seven (7) calendar days.

During such time as the work schedule specified in paragraph 5.1 shall remain in effect, assignment to such position(s) will be made at the sole discretion of the Chief of Police or his/her designee from among those employees who apply.

Notwithstanding any other provision of this Agreement, the normal workweek for employees assigned and paid in accordance with this section shall be five (5) consecutive days of eight-hours work each. However, alternative work schedules for such employees requested by an employee may be approved at the sole discretion of the Chief of Police or his/her designee.

9.3 For those employees who have a regular assignment for which they receive a shift or assignment differential, the differential will be included in the computation of holiday pay, vacation pay, accident pay, sick pay, and pay for absence due to death in the immediate family. Shift differential shall also be included in determining an employee's regular rate for purposes of computing overtime and pension.

ARTICLE 10 - HOLIDAYS

10.1 Recognized holidays are as follows:

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day
- Columbus Day
- Veterans' Day
- One Floating Holiday

For those employees whose normal work schedule is five (5) consecutive days in each workweek, the following additional holidays are recognized:

- Martin Luther King Day
- Presidents' Day
- Patriots' Day

Employees assigned to a 5 & 2 work schedule who wish to work on any of the holidays enumerated above shall notify their supervisor a minimum of ten (10) days prior to the date of the holiday they wish to work. Such employee shall be assigned duties by the Department, on their regularly scheduled shift, which are consistent with operational needs.

10.2 An employee entitled to any of the above holidays may elect, in lieu thereof, to schedule an additional floating holiday in accordance with the procedure in paragraph 11.5.

10.3 Legal holidays in Massachusetts which fall on a Sunday are observed on the following Monday. For all flex shift employees, a holiday shall be determined to occur on the day that it is actually observed by the University.

Notwithstanding the above, for those employees on a 4-2 schedule, Christmas shall be determined to occur on December 25, New Year's Day on January 1 and Independence Day on July 4 of each year.

10.4 Each employee shall receive straight time pay for the number of hours in his/her regularly scheduled working day for each of these holidays. For employees on leave of absence or on summer layoff, this provision does not apply to holidays falling within such periods. It does not apply to unexcused absence on a holiday, which would result in forfeiture of pay.

10.5 An employee who works on any of the above holidays will receive time and one-half (1-1/2) his/her straight time rate for each hour of regularly scheduled work and two times his/her straight time rate for each hour of detail work. In addition, s/he will receive pay as provided in paragraph 9.3.

ARTICLE 11 - VACATIONS

11.1 Vacation Accrual:

Continuous Service Requirements	Monthly Accrual Rate	Maximum Accrual Days per Fiscal Year	Bonus Days
< 5 yrs service	1.25 days	20 days	N/A
>=5 years service	1.66 days	40 days	N/A
At 15 yrs service	1.66 days	40 days	5 days
At 20 yrs service	1.66 days	40 days	10 days
Completed 25th year and every 5 years thereafter	1.66 days	40 days	20 days

Vacation pay is calculated based on the employee's regular pay rate. Employees leaving the University will be compensated for their accrued and unused vacation.

11.2 Employees may accumulate the maximum accrual days for one year at any given time. Any other vacation time must be used, except that an employee may ask his/her immediate supervisor for special consideration to carry additional days into another year when planning a longer vacation. Those employees with ten or more years of service may carry over five days a year for a five (5) year period not to exceed twenty-five (25) days.

11.3 Bonus Vacation Days will be awarded as follows:

Employees who have completed fifteen (15) years of service will be awarded five (5) bonus vacation days. Employees who have completed twenty (20) years of service will also be awarded ten (10) bonus vacation days.

At twenty-five (25) years and every five (5) years thereafter, employees will be awarded twenty (20) bonus vacation days. Bonus vacation days may be banked in addition to the maximum accrued vacation and must be used within the five (5) years following the award or they will be forfeited.

11.4 If an employee is absent due to a short term disability, vacation is accrued only for the first six (6) months during such absence. Vacation is accrued for the first twelve (12) months only during an absence due to a University work related injury.

11.5 Within the limitations outlined below, time off requests will be granted within a regularly assigned work shift.

Subject to departmental requirements, employees may request one week or greater blocks of days off sixty (60) days prior to the start of the requested time off. Supervisors will grant requests by seniority no sooner than sixty days prior to the start of the requested time off.

Individual day(s) off (less than a week block) may be requested at any time. Employees with requests between thirty (30) and fifty-nine (59) days prior to the individual day(s) off will be considered by seniority first. Time off will be granted thirty (30) days prior to the start of the individual day(s) off. Individual days off requested within a thirty (30) day period will be given on a first request granted basis.

ARTICLE 12 - ACCIDENT PAY

12.1 Definitions

- a. Average Weekly Wage is defined under Mass. General Laws Chapter 152, and is based on actual earnings in the previous fifty-two (52) calendar weeks immediately preceding the date of injury; the total earnings for this period is divided by fifty-two (52) weeks to calculate the average weekly wage.
- b. Regular Weekly Base Pay is defined as forty (40) hours times the applicable hourly wage rate.
- c. Regular Weekly Net Pay is defined as the regular weekly base pay minus federal and state withholding, FICA, and FICA HI.
- d. Workers' Compensation Statutory Benefit is defined as 60% of the average weekly wage and commences after five (5) days of disability. The benefit is non-taxable income and will not be reflected on subsequent W-2 forms.
- e. Harvard University Supplement is defined as any compensation above and beyond the statutory benefit provided to the employee during a period of disability related to a work-related injury.

12.2 An employee injured in the course of his employment will be required to provide medical evidence of disability acceptable to the University before receipt of Workers' Compensation statutory benefits or the Harvard University Supplement.

12.3 The employee will receive his/her regular weekly base pay for the first week of disability. Thereafter, the injured employee may receive a supplement if his/her Workers' Compensation statutory benefit is less than 75% of the regular weekly net pay. Any such supplement will be paid in an amount equal to at least the weekly cost of health/dental/life/disability insurance premiums and union dues.

12.4 The University reserves the right to require an Independent Medical Exam and during the time required for the Independent Medical Exam to be completed, the terms of Sections 12.2 and 12.3 will apply.

12.5 In the event that an employee is not totally disabled, the University may offer him/her other available work within the department that can be reasonably performed by reason of fitness and ability, as defined by a licensed physician. An employee refusing such work will forfeit any compensation as defined above.

12.6 Medical documentation, including a release certifying the employee's fitness for duty signed by an examining physician or other authorized medical personnel, shall be presented to the department human resources officer prior to authorizing an employee's return to work from a Workers' Compensation absence pursuant to this Article.

ARTICLE 13 - PERSONAL ILLNESS OR INJURY

13.1 Each employee accrues full pay sick days at the rate of one (1) day per month of completed service.

For purposes of calculation, an employee hired after the first of the month will receive a pro-rated credit towards sick pay for that particular month.

An employee may use up to twelve (12) paid sick days per year for the care of ill dependents.

Accrued days that are not used in each fiscal year are "banked" for future use up to a total of fifty-five (55) working days.

13.2 An employee who is on sick leave when a holiday occurs will be paid for the holiday and the day will not be charged to his/her sick pay allowance.

An employee who is on Short Term Disability when a holiday occurs will be paid at the STD rate and the holiday will not accrue for use at a later time.

13.3 In cases of absence from work when an employee suffers an injury for which compensation is, or has been, provided under the Workers' Compensation Act, the employee is not entitled to Short Term Disability or sick pay under the University Sick Pay Plan.

13.4 Reasonable proof of illness or injury may be required as a condition for the payment of sick pay in cases of extended absence or when circumstances indicate possible abuse of sick pay.

13.5 Short Term Disability coverage is available, at no cost, for any employee who provides evidence of disability resulting from a non-work-related illness or injury. Additionally, any employee, who has been denied Workers' Compensation benefits with a finding of disability that is unrelated to work, is eligible to apply for Short Term Disability benefits. In order to qualify for this benefit, the employee must be unable to work in any capacity for two weeks. An application for Short Term Disability and acceptable medical documentation must be completed and received in the Disability Claims Unit prior to receipt of benefits. Once approved, salary is paid at 70% of the regular weekly base pay (as defined in Article 12.1) for employees with less than seven (7) years of benefits eligible service at the University. Salary is paid at 100% of regular weekly base pay for employees who have seven (7) or more years of benefits eligible service at the University.

Since employees with less than seven (7) years of service will receive 70% of their regular weekly base pay, they may, at their option, elect to use any number of previously banked sick days at 100% pay instead of STD. However, use of such sick days will not extend the Short Term Disability eligibility period. Employees are eligible for a maximum of twenty- six (26) weeks of Short Term Disability within any 52-week period.

Employees who have elected the Long Term Disability benefit should apply for those benefits if the illness or injury will require an absence longer than six (6) months.

13.6 In the event the employee is not totally disabled the University may offer the employee other available work within the department which can be reasonably performed by reason of fitness and ability as determined by a licensed physician. An employee refusing such work will forfeit sick pay and short term disability payments.

13.7 The University shall provide employees with notification that time away from work which is compensated by Short Term Disability or sick pay, when applicable, will be designated as Family and Medical Leave.

13.8 Medical documentation, including a release certifying the employee's fitness for duty signed by an examining physician or other authorized medical

personnel, shall be presented to the department human resources officer prior to authorizing an employee's return to work from a Short Term Disability leave pursuant to this Article.

ARTICLE 14 - EXCUSED ABSENCES

14.1 Absences may be excused and regular wages either completely or partially paid for the following events:

- Bereavement
- Voting
- Jury Duty/Court Appearance
- Military Reserve Duty
- Illness or Injury

14.2 An employee will be excused with pay for up to three (3) days for time necessarily lost from work due to a death in the immediate family or household. For the purpose of this policy, immediate family includes spouse, child, stepchild, grandparents, parents, stepparent, siblings, father- and mother-in-law, brother- and sister-in-law, son- and daughter-in-law; and household includes individuals regularly sharing the employee's residence.

14.3 An employee will be excused and receive his/her regular wage rate while serving on jury duty.

An employee not scheduled to work who is required to attend one or more pre-approved and scheduled civil or criminal trials or University court appearances and who completes his/her court business in less than four (4) hours will be paid time and one-half for four (4) hours. If the employee's appearance is required for more than four hours he/she will be compensated at the rate of time and one-half for the hours actually worked. If the employee is a party to the action or appears in court without pre-approved authorization, he/she will be charged time off and said time off will be charged to accrued vacation time, or the time may be taken off without pay. The time off cannot be charged to sick pay.

14.4 An employee who is required to participate in two (2) weeks of annual training as part of a military service program will be paid the difference between his/her regular wage rate and the pay s/he receives for the reserve training. Time off for such training is not charged to vacation time. The employee must submit his/her military leave and earning statement as documentation to receive such pay.

14.5 Employees may be entitled to release time to vote. An employee will be given time off with pay, if such time off is necessary in order for him/her to vote. Normally, such time off is not necessary because the period of time the polls are open extends beyond most normal work schedules.

14.6 Under the Massachusetts Small Necessities Leave Act, eligible employees may use up to twenty-four (24) hours of unpaid leave during any 12-month period for any of the following purposes:

- (a) to participate in school activities directly related to the educational advancement of the employee's son or daughter, such as parent-teacher conferences or interviewing for a new school;
- (b) to accompany a son or daughter to routine medical or dental appointments;
- (c) to accompany an elderly relative to routine medical and dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Definitions for the purposes of this section are as follows:

- elderly relative is an individual at least 60 years old who is related by blood or marriage to the employee;
- son or daughter is defined as a biological, adopted, or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis, who is either under age 18 or older and incapable of self-care because of mental or physical disability;
- eligible employee is one who has been employed for at least twelve months and at least 1,250 hours during the 12-month period immediately preceding the leave.

Employees may elect to substitute any accrued vacation, personal time, or sick leave for unpaid leave taken under this provision.

Employee must provide at least seven (7) days notice of the leave or, if the need for leave is not foreseeable, such notice as is practicable.

14.7 Two members of the Association's bargaining team will be released from duty without loss of pay or benefits to attend meetings with the University for contract negotiations. To facilitate the conduct of negotiations, any Association bargaining committee member designated for release time under this section and scheduled to work the evening or night shifts shall be transferred to the day shift for which negotiation sessions are scheduled and will be eligible for the release time provided in this section.

ARTICLE 15 - MATERNITY/PATERNITY LEAVE

A maternity/paternity leave of absence is available to an employee who is becoming a parent of either a natural or an adopted child. Employees shall have access to the University's Policy on Leave for Birth or for Placement of a Child

for Adoption or Foster Care (Administrative & Staff Personnel Manual, Section 8M) for leave purposes. In the event of conflict between the rate of pay for Short-Term Disability leave or Paid Parental Leave exercised pursuant to this Article, employees subject to this Agreement shall be compensated at the rate of pay specified in Article 13.5 (Personal Illness or Injury provisions on Short-Term Disability).

ARTICLE 16 - CHOICE OF SHIFTS

16.1 Within a given hourly shift, work assignments will be made by the Chief of Police or his/her designee.

16.2 Position vacancies will be posted on Department bulletin boards for at least seven consecutive days. Postings will indicate the hours of work, days off, and a brief description of duties.

ARTICLE 17 - SENIORITY

17.1 Seniority will be used to determine preference among equally qualified employees when opportunities for changes in shift occur. For this purpose seniority is understood to mean length of continuous service while an employee of the bargaining unit. Continuous service shall be computed in the following manner:

- a. An individual already Academy trained and sworn in as a Police Officer is eligible to enter the bargaining unit upon being hired and shall receive the hire date as the seniority date.
- b. Recruits who are conditionally hired, but must successfully complete Academy training to qualify to be sworn in as a Police Officer, shall be assigned seniority based on the date when they are sworn in.

In case of ties:

- 1) Those recruits who had prior experience as HUPD employees would be assigned top seniority;
- 2) Those recruits who had prior Harvard University employee experience would be assigned next in seniority;
- 3) Those recruits who had just been hired by Harvard University would be assigned next. In the case of ties within this group, their Academy scores would determine their placement.

17.2 A master seniority list will be maintained in the Personnel Office.

17.3 If the University should decide to lay off employees or to recall employees from layoff, seniority shall govern in all cases.

ARTICLE 18 - BENEFITS AND PERQUISITES

18.1 The Union agrees that the following will apply to its members for the duration of this collective bargaining agreement:

- All employees who began work at Harvard prior to January 1, 1995, continue to be grandfathered into the Retirement Income Plan for Hourly Employees at Harvard University
- The University Staff and Hourly Pension Plan
- The health, dental, retiree medical, and life insurance plans
- Volume discounts
- Flexible spending accounts

Issues relating to the scope and application of the plans will be determined solely by, and in accordance with, the procedures established in the benefit plan documents, as interpreted by the plan administrators.

18.2 Harvard reserves the right to amend the above cited plans and the plan documents during the term of this Agreement, provided, however, that no future substantive economic amendments made to the plans will apply to the employees represented by the Association.

18.3 The University will provide at its own expense coverage for employees under the University's Comprehensive General Liability Policy.

18.4 Employees will be entitled to use the University athletic facilities on the same basis as employees University-wide.

ARTICLE 19 - UNIFORMS

19.1 The University will provide an annual uniform allowance of \$925. This amount includes a \$100 shoe allowance and a \$35 safety glasses allowance.

19.2 The University will pay for the cleaning expenses of uniforms up to the amount of \$700 per year. Reimbursement shall be made on or before December 15th of each fiscal year and will be prorated for new or terminated staff members.

19.3 The University will furnish the initial uniform and equipment required by the University. The University may require an employee to return all equipment upon termination of employment.

19.4 The University will furnish a ballistic vest and initial motorcycle, mountain bicycle and Rangemaster uniforms, as required and as determined by the Chief of Police. Maintenance of motorcycle, mountain bicycle and

Rangemaster uniforms and equipment will be provided for reasonable wear and tear usage. Uniforms or equipment that are damaged or destroyed (not normal wear and tear usage) in the course of duty will be either repaired or replaced. The University is not responsible for damage due to negligence on the part of the employee.

ARTICLE 20 - COPIES OF THE AGREEMENT

The University shall, at its expense, furnish a copy of the new Collective Bargaining Agreement to each employee within a reasonable time after the Agreement is signed.

ARTICLE 21 - INSPECTION OF PERSONNEL FILE

Upon request, and with reasonable notice, an employee will be permitted to inspect his or her personnel file, including his or her attendance record and record of oral warnings concerning attendance.

ARTICLE 22 - FAMILY AND MEDICAL LEAVE ACT

The University shall respond to all requests for leave to (I) care for a newborn, a newly adopted or newly placed foster child, (II) care for a child, spouse, or parent who has a serious health condition, (III) deal with an employee's own serious health condition, or (IV) deal with any other condition covered by the Family and Medical Leave Act of 1993, in a manner consistent with the provisions of the Act.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.1 An employee may be disciplined or discharged for just cause only. An employee who has completed the probationary period may grieve a disciplinary or discharge action in accordance with the grievance and arbitration provisions of this Agreement.

23.2 A new employee will be in a probationary period for nine (9) months from date of employment, during which his or her employment may be terminated at the sole discretion of the University.

23.3 An employee who reasonably believes an interview with a member of management may result in discipline or discharge will, upon request either before or during an interview, be permitted to have an Association Representative present at the interview and to have a reasonable time within which to arrange such representation.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 The purpose of this Article is to establish a procedure for the settlement of grievances, which involve the interpretation and application of a specific provision of the Agreement. All such grievances will be handled as provided in this Article.

24.2 No grievance shall be considered under the grievance procedure unless it is presented as provided therein within fifteen (15) calendar days after the circumstances giving rise to the grievance first occurred. A grievance must be referred to the next step without unreasonable delay or the grievance will be considered settled on the basis of the last answer given. If a grievance is settled at any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

24.3 Step 1: The aggrieved employee, and/or the Association Representative, shall first present the grievance to the immediate supervisor. The Association Representative may be present at this meeting.

24.4 Step 2: If the grievance is not settled in Step 1, it shall be reduced to writing and signed by the aggrieved employee and/or the Association Representative. The employee's supervisor shall add his/her answer in writing and send the grievance to the Chief of Police or his designee. Within one (1) week after receiving the written grievance, the Chief shall confer with the Business Representative of the Association, after which his/her answer in writing shall be given.

24.5 Step 3: If the grievance is not settled in Step 2, it may, at the written request of the aggrieved employee and/or the Association, be considered at a meeting of the Director of Labor Relations or his/her designee and the Business Representative of the Association, or their designated representatives, to be held within one (1) week after receipt of such written request. The Director of Labor Relations or his/her designee shall give his/her answer in writing to the Association's Business Representative within two (2) weeks of the meeting.

24.6 If the nature of the grievance is such that it cannot be processed in Step 1 or Step 2, such grievance may be initiated in Step 3 by written request setting forth the grievance by the aggrieved employee and/or the Business Representative of the Association to the Director of Labor Relations or his/her designee. The procedure set forth in the preceding paragraph will then be followed.

ARTICLE 25 - ARBITRATION

25.1 If a grievance involving the interpretation and application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure set forth in Article 24, then either party may submit such grievance to arbitration by giving written notice thereof to the other

party not later than twenty-one calendar days after the completion of Step 3, or if the Director of Labor Relations or his/her designee has not answered the grievance within two (2) weeks as specified in paragraph 24.5. The grievance shall be considered as having been settled in Step 3 unless it is so submitted to arbitration within such time limit. If there is a question as to whether or not a grievance is arbitrable, a separate hearing shall be held and a decision rendered on the question of arbitrability alone. If it is decided that the question is arbitrable, then a separate hearing shall be held and a decision rendered on the merits of the grievance.

25.2 The choice of the arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within twenty-one (21) calendar days after receipt of a written request for arbitration, the grievance may be sent to the American Arbitration Association for the selection of an arbitrator in accordance with the rules, then obtaining, of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The award of the arbitrator on any grievance properly submitted to him/her hereunder shall be final and binding upon the parties.

25.3 Each grievance shall be separately processed in any arbitration proceeding under this Article, unless otherwise mutually agreed to by the parties.

25.4 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

ARTICLE 26 - NO STRIKES OR LOCKOUTS

During the life of this Agreement, there shall be no strikes, walkouts, stoppages of work, sitdowns, slowdowns, boycotts, picketing, or any other direct or indirect interference with the University's operations. Any employee who violates this Article shall be subject to disciplinary action including discharge. The University agrees that there shall be no lockouts during the life of this Agreement.

ARTICLE 27 - JOINT LABOR MANAGEMENT COMMITTEE

The University and the Association have agreed to the formation of a Joint Labor Management Committee for the purpose of ongoing collaboration over the life of the current Agreement. The standing Joint Labor Management Committee shall be comprised of one member from each community policing team and an equal number of members representing the management of the Police Department. The new committee will convene as soon as practicable and will meet at reasonable intervals.

ARTICLE 28 - PERSONAL LEAVE AND WINTER RECESS DAYS

28.1 Effective January 1 of each calendar year during the life of the Agreement, each employee shall be granted a total of four personal leave days subject to supervisory approval. Because personal leave days do not carry over from year to year, such days must be used in each calendar year. Any days not used during such period shall be forfeited.

Employees are granted personal days on a prorated basis according to their date of hire as follows

- 4 personal days if the first day of work is prior to March 15th
- 3 personal days if the first day of work is between June 1st and August 15th
- 2 personal days if the first day of work is between Aug. 15th and Nov. 1st
- 1 personal day if the first day of work is November 1st or after

28.2 Each employee on January 2nd of each year of the Agreement, shall be granted paid time off for four (4) winter recess days recognized by the University in addition to the Christmas and New Year's Day holidays. Employees may take those days of personal time off at another time consistent with the provisions of 28.1 above and prior to the subsequent winter recess.

ARTICLE 29 - TUITION ASSISTANCE PLAN

As set forth in Appendix A, employees will be eligible for Harvard's Tuition Assistance Plan (TAP).

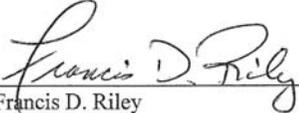
ARTICLE 30 - LEGAL CONFLICTS

Should any federal or state law, or any court or administrative order or ruling conflict with any provision of this Agreement, the provision so affected shall be made to conform to the law, order or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be effective August 1, 2012, for all purposes except as otherwise specifically provided, and shall remain in force through November 30, 2016; and shall also remain in force thereafter until the expiration of thirty (30) days termination notice from either the University or the Association, or until the execution of a successor agreement, whichever comes first.

**For the President and Fellows
of Harvard University**



Francis D. Riley

Director of Police and Security and
Chief of Police



Michael Loconto
Associate Director of Labor
and Employee Relations

Dated: _____

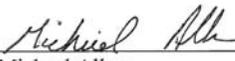
9/16/2013

**For the Harvard University
Police Association**

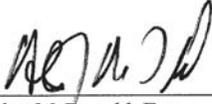


George White

President



Michael Allen
Vice President



Alan McDonald, Esq.
Counsel

APPENDIX A
Tuition Assistance Plan Benefits

See Tuition Assistance Plan eligibility requirements governing Harvard University Police Association members as administered by the University's Benefits Services Group.

July 24, 2013

George White, President
Harvard University Police Association
1033 Massachusetts Avenue – 6th Floor
Cambridge, MA 02138

Dear Mr. White:

During the 2012 contract negotiations, the issue of Association members performing paid details in the City of Cambridge under Article 7.7 was the subject of considerable discussion. As a result of those discussions, both the Association and the University agreed that the policies and guidelines of the Harvard University Police regarding Paid Details shall be amended to reflect the following:

Harvard University Police officers and supervisors shall be allowed to work Cambridge Police details under the following circumstances:

- All Harvard University paid details must be filled;
- The request for paid detail work must originate with the Cambridge Police Department detail office; and
- The work location must be contiguous to Harvard University property and must affect Harvard University operations in some way.
- In addition, Cambridge Police details shall be offered to Police officers first and then, if still available and unfilled, to supervisory personnel as approved by the Chief of Police.

Cambridge details shall be assigned by the Chief of Police as appropriate, as defined in Article 7.7 of the Agreement and in the Department's Policies and Guidelines. For informational purposes, Cambridge details shall be assigned through the emergency detail process when available.

In addition, a labor-management committee shall meet on an annual basis to discuss potential change(s) to the geographic limitations for Cambridge Police Details.

Nothing contained herein shall otherwise amend the Department's policies and guidelines, nor shall this agreement make any other changes, past, present or future, to the Department's policies and guidelines subject to main table bargaining (unless otherwise required by law or agreement).

Sincerely,



Michael Loconto

Associate Director, Harvard Office of Labor & Employee Relations

Cc: Francis Riley, Chief, HUPD

Alan McDonald, Esq., Association Counsel

June 6, 2002

Ms. Laureen Donahue
President
Harvard University Police Association
1033 Massachusetts Avenue, 6th Floor
Cambridge, MA 02138

Dear Ms. Donahue:

This letter replaces the July 19, 1995, letter from Lianne C. Sullivan, Assistant Director of Labor Relations, regarding Education Equivalence Allowance and confirms our agreement reached during the 1995 negotiations regarding educational incentives for members of the bargaining unit.

An Education Equivalence Allowance equal to the amount awarded for an Associates Degree set forth in agreement to the following Officers on the active payroll as of August 1, 1995, who have completed 15 years of service as a Harvard University Police Officer and who are not eligible for the Education Allowance above.

Leon Brathwaite
Alfred Burke
Phillip Murphy
Robert Osborne
James Sullivan

The following Officers will be eligible for the Educational Equivalence Allowance when they have completed 15 years of service as a Harvard University Police Officer provided they are not otherwise eligible for the Educational Allowance above.

John Evans
Terence Johns
Peter McGaffigan

Sincerely,

James A. LaBua
Deputy Director,
Labor and Employee Relations

November 27, 1990

Mr. Richard Mederos
President
Harvard University Police Association
29 Garden Street
Cambridge, MA 02138

Dear Mr. Mederos:

This is to confirm our agreement that in the event the University decides to include overtime pay in determining an employee's regular rate of pay for purposes of computing pension, members of HUPA will have their pensions computed based on the foregoing.

Sincerely,

Vivienne A. Rubeski
Director, Labor Relations

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