
AGREEMENT



HARVARD UNIVERSITY
&
Service Employees
International Union, Local 32BJ

Arboretum Employees

November 16, 2019 - November 15, 2023

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
ARTICLE I	EQUAL OPPORTUNITY	5
ARTICLE II	RECOGNITION	5
ARTICLE III	UNION MEMBERSHIP	5
ARTICLE IV	CHECK-OFF	6
ARTICLE V	PROBATIONARY PERIOD	6
ARTICLE VI	WAGES AND JOB CLASSIFICATIONS	6
ARTICLE VII	HOURS OF WORK AND OVERTIME	15
ARTICLE VIII	HOLIDAYS	16
ARTICLE IX	VACATIONS	16
ARTICLE X	BEREAVEMENT PAY	17
ARTICLE XI	JURY DUTY AND COURT LEAVE	17
ARTICLE XII	GROUP INSURANCE AND PENSION BENEFITS	18
ARTICLE XIII	UNIFORMS	19
ARTICLE XIV	WORKERS' COMPENSATION	20
ARTICLE XV	NO DISCRIMINATION	20
ARTICLE XVI	SAFETY	20
ARTICLE XVII	MILITARY SERVICE	20
ARTICLE XVIII	MANAGEMENT RIGHTS	20
ARTICLE XIX	TRANSFERS	21
ARTICLE XX	STRIKES AND LOCKOUTS	21
ARTICLE XXI	SEPARABILITY OF CLAUSES	21
ARTICLE XXII	SHOP VISITATION	21
ARTICLE XXIII	UNION LEAVE	22
ARTICLE XXIV	GRIEVANCES	22
ARTICLE XXV	ARBITRATION	23
ARTICLE XXVI	PERSONAL ILLNESS OR INJURY	23

ARTICLE	SUBJECT	PAGE
ARTICLE XXVII	BIRTH PARENT AND PARENTAL LEAVE	24
ARTICLE XXVIII	LAYOFF	25
ARTICLE XXIX	JOB OPENINGS	25
ARTICLE XXX	TRAVEL EXPENSE REIMBURSEMENT	26
ARTICLE XXXI	DISCIPLINARY MEETINGS	26
ARTICLE XXXII	RELEASE TIME	26
ARTICLE XXXIII	LIGHT DUTY PROGRAM	26
ARTICLE XXXIV	PERSONNEL FILES	27
ARTICLE XXXV	IMMIGRATION	27
ARTICLE XXXVI	DURATION OF AGREEMENT	27
APPENDIX A	HEALTH INSURANCE AND OTHER BENEFIT CHANGES	30
SIDE LETTER NOVEMBER 14, 2006		33
INDEX		34

Agreement made this 15th day of November, 2019 by and between The President and Fellows of Harvard College, their subsidiaries, their successors, and assigns, hereinafter called the "University" and Service Employees' International Union, Local 32BJ, hereinafter called the "Union". This agreement supersedes all previous Agreements, Side Letters, Letters of Understanding and other similar documents.

ARTICLE I

EQUAL OPPORTUNITY

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

ARTICLE II

RECOGNITION

The University recognizes the Union as the exclusive representative for the purposes of collective bargaining for only those hourly paid employees as classified in Article VI- A.

The bargaining unit excludes faculty, staff, students, casuals and those covered by other bargaining units.

This Agreement does not apply to students attending the University who may, at the discretion of the University, be employed at any time and from time to time to perform any work for the University as a means of earning part of their expenses while studying at the University and nothing contained in the Agreement shall restrict the amount of work which may be allotted to students while studying at the University.

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

ARTICLE III

UNION MEMBERSHIP

As a condition of employment, all employees who are members of the union on the effective 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 thirtieth day following the beginning of their employment become and remain members of the Union in good standing.

For purposes of this Agreement, an employee shall be regarded as a member of the Union in good standing if the employee shall have tendered the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

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

The University agrees to keep the Union informed of all employees added to or separated from the bargaining unit by sending to the Union weekly, a list of those hired, transferred and terminated. The list will include job classification, work area, shift and hours scheduled. Additionally, the University agrees to inform the Union on a weekly basis of any employee who has had a reduction in scheduled hours.

ARTICLE IV

CHECK-OFF

The University agrees that upon written authorization signed by each employee to deduct monthly from the earned wages and remit to the Local Union membership dues as set in accordance with the Constitution of the Union. The University further agrees upon such authorization to deduct the Initiation Fees and to remit same to the Union.

All such dues and initiation fees will be payable from the University to the Union not later than the last day of the month in which they are deducted.

The Union hereby certifies that the present amount of its membership dues has been fixed pursuant to the constitution and bylaws of the Union. In the event the amount of its dues is hereafter changed, the University will deduct the changed amount after receiving from the Union written notification thereof, signed by the Secretary-Treasurer of the Union.

ARTICLE V

PROBATIONARY PERIOD

A new employee will be in a probationary status for ninety (90) calendar days from the date of employment. The probationary period may be extended from ninety (90) calendar days up to one hundred and eighty (180) calendar days total, provided Arboretum management obtains prior approval from the Union, which shall not be unreasonably denied. During their probationary period, an employee's employment may be discontinued at the sole discretion of Arboretum management. Also, during their probationary period, an employee is not eligible to earn a contractual bonus. A Contractual bonus that would have otherwise been earned by the employee but for them being in their probationary period will be considered earned upon the employee's successful completion of their probationary period.

ARTICLE VI

WAGES and JOB CLASSIFICATIONS

6A. Employees shall be paid the following hourly rates during the term of this Agreement.

	Current	11/16/19*	11/16/20*	11/16/21*	11/16/22*
Gardner I	\$21.37	\$23.04**	\$23.73	\$24.44	\$25.18
Gardner II	\$28.74	\$29.60	\$30.49	\$31.40	\$32.35
Horticulturist I	\$32.95	\$33.94	\$34.96	\$36.01	\$37.09
Greenhouse Horticulturist I	\$32.95	\$33.94	\$34.96	\$36.01	\$37.09
Horticulturist II	\$34.61	\$35.65	\$36.72	\$37.82	\$38.95
Greenhouse Horticulturist II	\$34.61	\$35.65	\$36.72	\$37.82	\$38.95
Arborist	\$35.97	\$37.05	\$38.16	\$39.31	\$40.48
Working Foreperson	\$38.26	\$39.41	\$40.59	\$41.81	\$43.06
Head Operator	\$37.80	\$38.93	\$40.10	\$41.31	\$42.54
Head Arborist	\$37.80	\$38.93	\$40.10	\$41.31	\$42.54
Lead Horticulturist		\$38.93	\$40.10	\$41.31	\$42.54
Apprentice and Term	\$20.51	\$21.00***	\$21.00	\$21.00	\$21.00

*Reflects a 3% across the board wage increase unless otherwise noted.

**Reflects a \$1.00 increase to the hourly rate for Gardener I before applying the across the board 3% increase.

***Reflects a \$0.49 increase. The \$21.00 hourly rate for Apprentice and Terms shall remain the same for the remainder of the Agreement except that an Apprentice or Term shall receive a \$.50 per hour increase for each subsequent year they return to work at the Arboretum as either an Apprentice or Term.

A \$1.50 per hour weekend premium will be paid an employee who is regularly scheduled to work on Saturday and/or Sunday.

All regular full-time employees (i.e., excluding Terms and Apprentices) employed as of November 16, 2019, shall receive a one-time bonus of one thousand (\$1,000.00) dollars.

Effective upon ratification of this Agreement, the University will recognize the seniority of its dedicated employees through semi-annual longevity bonuses to be paid on the first payroll week of May and November of each calendar year. Such payments will be, \$520 for each payment after 20 years of service and \$780 for each payment after 30 years of service. In instances where employment terminates before these payment dates, such bonus amounts shall be paid on a pro-rated basis.

6B. JOB CLASSIFICATIONS

This shall be considered an agreement with regard to the job classifications of the following positions:

- Arboretum Arborist
- Arboretum Head Arborist
- Arboretum Head Operator
- Arboretum Horticulturist II
- Arboretum Greenhouse Horticulturist II
- Arboretum Horticulturist I
- Arboretum Greenhouse Horticulturist I
- Arboretum Working Foreperson
- Arboretum Gardener II
- Arboretum Gardener I
- Arboretum Apprentice
- Arboretum Lead Horticulturist

In recognition of the skill requirements now necessary for the Arboretum to effectively meet its operational needs, the University and the Union have agreed as follows:

Employees shall meet all of the minimum entrance requirements for their respective positions as set forth in the skill, experience and education requirements section (hereinafter called the Section) of this agreement.

SKILL EXPERIENCE AND EDUCATION REQUIREMENTS

1. Arboretum Apprentice

Bachelor's or Associate's degree in horticulture, plant sciences or related field is preferred. A minimum of one (1) year experience in horticulture or grounds maintenance may be substituted for the educational requirement. The apprentice position is a one-year term position. Must have and maintain a valid driver's license and D.O.T. Medical Examiner's Certificate. Must be able to perform manual labor, including frequent lifting/carrying/transporting loads up to 50 lbs. Required to work in all weather conditions in all seasons and essential staff for weather related emergencies impacting the grounds.

Depending on the area of focus for the apprenticeship training and under the oversight of other job classifications, duties may include, but are not limited to

- Pruning
- Transplanting
- Watering
- Tree climbing
- IPM practices
- Mowing, string trimming, and leaf clean-up
- Weeding, mulching, and brush chipping
- Hardscape and infrastructure installation and maintenance tasks including irrigation, drainage, paths, and other landscape maintenance and construction projects as needed
- Operation and maintenance of various equipment and hand-tools
- Leaf, litter, and snow management
- Performs related job duties as assigned

2. Arboretum Horticulturist I

Bachelor's degree or Associate's Degree required. Hiring preference for degrees in arboriculture, horticulture, or related field. A minimum of three (3) years' experience in the field of horticulture or a related field is required. Significant experience in ornamental horticulture may be substituted for educational requirement. Must have and maintain a valid driver's license and D.O.T. Medical Examiner's Certificate. Possess and maintain a Massachusetts Pesticide Applicator's License within six months of employment and either a Massachusetts Commercial Pesticide License or a Massachusetts Private Pesticide License within three years of employment. Possess and maintain (within six months of employment) a hoisting license of the proper classification as required by the Commonwealth of Massachusetts. Be certified as an Arborist with the Massachusetts Arborist Association or with the International Society of Arboriculture within six months of employment. Must be able to perform manual labor, including frequent lifting/carrying/transporting loads up to 50 lbs. Required to work in all weather conditions in all seasons and essential staff for weather related emergencies impacting the grounds.

Performs a wide variety of duties associated with the overall operation of the Living Collections of the Arnold Arboretum including:

- Structural pruning of young trees, and maintenance pruning of shrubs and vines
- Nursery practices including ball-and-burlap techniques and proper planting protocols
- Pest and disease monitoring and management as part of a holistic IPM program Weed management and lawn maintenance
- Soil health monitoring and improvement
- Evaluate and improve landscape aesthetics
- Maintain, repair and operate various equipment
- Leaf, litter, and snow management
- Identify and assist with repair of irrigation, drainage, and other hardscape
- Oversees the work of interns, apprentices and term appointments
- May oversee the work of Gardener I and Gardener II workers as assigned
- Related job duties as assigned.

3. Arboretum Greenhouse Horticulturist I

Under the direction of the Greenhouse Manager, the Greenhouse Horticultural Technologist may be required to:

- Regulate greenhouse environments and have the skills necessary for the propagation and production of plants
- Monitor greenhouses and nurseries for pests and carry out an Integrated Pest Management (IPM) program
- Collaborate with the Plant Records department for accurate plant inventory and labeling of the collection in greenhouses and nurseries, using BGBase software
- Perform all tasks related to plant production within the greenhouses and outdoor nurseries.
- May oversee/train greenhouse employees on proper data readings and recording of weather station, submit monthly weather reports and/or annual weather summaries as required
- Order tools and supplies as needed
- Under the direction of or in the absence of the Manager, meet with contractors and acquire written proposals for work needed
- Oversee the greenhouse and nursery operation/ complex in the absence of manager and propagator
- Oversees the work of interns, apprentices, and term appointments
- Related job duties as assigned

4. Arboretum Horticulturist II

Bachelor's degree or Associate's Degree required. Hiring preference for degrees in arboriculture, horticulture, or related field. A minimum of five (5) years of experience in the field of horticulture or a related field is required. Exceptional hands-on experience in ornamental horticulture may be substituted for educational requirement. Demonstrate knowledge of the Living Collections. Must have and maintain a valid driver's license and D.O.T. Medical Examiner's Certificate. Possess and maintain a Massachusetts Pesticide Applicator's License within six months of employment and either a Massachusetts Commercial Pesticide License or a Massachusetts Private Pesticide License within three years of employment. Possess and maintain a hoisting license of the proper classification as required by the Commonwealth of Massachusetts. Monitor and identify pest and diseases in the collections; mix, apply, store and dispose of pesticides in accordance with Massachusetts general laws. Utilize BGBase and be able to update and maintain plant records. Maintain appropriate computerized records for equipment and grounds maintenance; order parts and supplies for grounds and equipment that have been approved by the Manager or Assistant Manager. Be certified as an Arborist with the Massachusetts Arborist Association or with the International Society of Arboriculture within six months of employment. Must be able to perform manual labor, including frequent lifting/carrying/transporting loads up to 50 lbs. Required to work in all weather conditions in all seasons and essential staff for weather related emergencies impacting the grounds.

Performs a wide variety of duties associated with the overall operation of the Living Collections of the Arnold Arboretum including:

- Structural pruning of young trees, and maintenance pruning of shrubs and vines
- Nursery practices including ball-and-burlap techniques and proper planting protocols
- Pest and disease monitoring and management as part of a holistic IPM program
- Weed management and lawn maintenance
- Soil health monitoring and improvement
- Evaluate and improve landscape aesthetics

- Maintain, repair and operate various equipment
- Leaf, litter, and snow management
- Identify and assist with repair of irrigation, drainage, and other hardscape features
- Oversees the work of interns, apprentices and term appointments
- Assist and facilitate researchers and professionals in their work and research
- May oversee the work of Gardener I, Gardener II and Horticulturist I as assigned
- Related job duties as assigned.

5. Arboretum Greenhouse Horticulturist II

In addition to the requirements and duties of the Arboretum Horticulturist, the Arboretum Greenhouse Horticulturist, under the direction of the Greenhouse Manager, is required to:

- Regulate greenhouse environments and have the skills necessary for the propagation and production of plants
- Perform all tasks related to plant production within the greenhouses and outdoor nurseries
- Monitor greenhouses and nurseries for pests and carry out an Integrated Pest Management (IPM) program
- Execute duties in relation to grounds upkeep, including but not limited to, turf maintenance and leaf litter and snow removal
- Collaborate with the Plant Records department for accurate plant inventory and labeling of the collection in greenhouses and nurseries, using BGBase software
- Oversee/train greenhouse employees on proper data readings and recording of weather station, submit monthly weather reports and/or annual weather summaries as required
- Order greenhouse tools and supplies as needed
- Under the direction of or in the absence of the Manager, meet with contractors and acquire written proposals for work needed
- Oversee the greenhouse and nursery operation/ complex in the absence of manager and propagator
- Oversees the work of interns, apprentices, and term appointments
- May oversee the work of Gardener I, Gardener II, and Horticultural Technologist as assigned
- Related job duties as assigned

6. Arboretum Working Foreperson

In addition to meeting all of the entrance requirements and being responsible for any duties and requirements of the position of Horticultural Technologist listed above, the Working Foreperson must have demonstrated organizational and supervisory skills. Under the direction of the Manager or Assistant Manager of Horticulture, the Working Foreperson will perform, assist and/or oversee the work of other grounds staff. Duties may include: coordinating the daily activities of the other grounds staff to ensure, under direction of the Manager and/or Assistant Manager, that work is completed properly, safely and in a timely manner; coordinating the assignment and maintenance of grounds equipment; and training on proper use of grounds equipment. In addition, assumes responsibility for grounds operations during the absence of the Manager and/or Assistant Manager.

In the absence of the Working Foreperson, the Manager and/or Assistant Manager of Horticulture may, based on operational need, temporarily assign an employee to perform the duties of the Working Foreperson. Selection for this rating on a temporary basis shall be based solely on management's assessment of a candidate's ability to do the job as demonstrated by job performance, work history, training and education. Where an employee is assigned by management to perform the duties of a Working Foreperson, they shall be paid the hourly rate for that classification for each hour worked performing such duties.

7. Arboretum Gardener I

A minimum of one (1) year experience in the field of horticulture or a related field. Must have and maintain a valid driver's license and D.O.T. Medical Examiner's Certificate. Must be able to perform manual labor, including frequent lifting/carrying/transporting loads up to 50 lbs. Required to work in all weather conditions in all seasons and essential staff for weather related emergencies impacting the grounds.

Depending on the area assignment, i.e., Landscape or Horticulture Operations, and under the oversight of other classifications as noted, duties may include, but are not limited to:

- Mowing, string trimming, and leaf clean-up
- Weeding, mulching, and brush chipping
- Litter management
- Maintain, repair and operation of various equipment and hand-tools
- Snow operations
- Assists with as needed:
 - Pruning and transplanting as needed under the direction of a Horticulturist I or higher classification
 - Maintains and makes repairs to grounds structures (e.g., benches, trash cans and signage)
 - Soil management
 - Irrigation and drainage systems
 - Graffiti removal
- Related job duties as assigned.

In addition may be required to:

- Maintain appropriate computerized records for equipment and grounds maintenance; order parts and supplies for grounds and equipment that have been approved by the Manager or Assistant Manager
- Possess and maintain (within six months of employment) a hoisting license of the proper classification as required by the Commonwealth of Massachusetts and Massachusetts Pesticide Applicator's License
- May oversee the work of term appointments and interns as assigned.

8. Arboretum Gardener II

A minimum of three (3) years' experience in the field of horticulture or a related field. Must have and maintain a valid driver's license and D.O.T. Medical Examiner's Certificate. Maintain appropriate computerized records for equipment and grounds maintenance; order parts and supplies for grounds and equipment that have been approved by the Manager or Assistant Manager. Possess and maintain (within six months of employment) a hoisting license of the proper classification as required by the Commonwealth of Massachusetts and Massachusetts Pesticide Applicator's License. Must be able to perform manual labor, including frequent lifting/carrying/transporting loads up to 50 lbs. Required to work in all weather conditions in all seasons and essential staff for weather related emergencies impacting the grounds.

Depending on the area assignment, i.e., Landscape or Horticulture Operations, duties may include, but are not limited to::

- Mowing, string trimming, and leaf clean-up
- Weeding, mulching, and brush chipping

- Maintain, repair and operation of various equipment and hand-tools
- Snow operations
- Litter management
- Maintains and makes repairs to grounds structures (e.g., benches, trash cans and signage)
- Pruning and transplanting as needed under the direction of a Horticulturist I or higher classification
- Graffiti removal
- Soil management
- Irrigation and drainage systems
- Overseeing the work of interns, apprentices and term appointments
- May oversee the work of Gardener I workers as assigned.
- Related job duties as assigned.

9. Arboretum Arborist

Bachelor's or Associate's Degree required. Hiring preference for degrees in arboriculture, horticulture, or related field. A minimum of five (5) years' experience in the field of arboriculture or a related field is required. Exceptional experience as a climbing arborist may be substituted for the educational requirement. Must have and maintain a Massachusetts valid driver's license and D.O.T. Medical Examiner's Certificate. Must possess and maintain a valid Commercial Driver's Permit with an Air Brake Endorsement and Massachusetts Pesticide Applicator's License within three (3) months of employment. Within six (6) months of employment, must possess and maintain a valid Commercial Driver's License (CDL) with Air Brake Endorsement, Certification by the Massachusetts Arborists' Association or International Society of Arboriculture, and a Hoisting License of the proper classification as required by the Commonwealth of Massachusetts. Must be able to perform manual labor, including frequent lifting/carrying/transporting loads up to 50 lbs. Required to work in all weather conditions in all seasons and essential staff for weather related emergencies impacting the grounds.

Must possess demonstrated skills in:

- Aerial lift and chainsaw operation
- Tree climbing
- Large tree removals
- Cabling and bracing
- Pruning
- Transplanting
- Irrigation
- Identification and methods of control of pests and diseases
- Snow removal
- Maintenance, repair, and safe and proper operation of various types of equipment
- Overseeing the work of interns, apprentices and term appointments
- Related job duties as assigned

In addition may be required to:

- Oversee any other job classification assisting the Arborists
- Demonstrate knowledge of the Living Collections
- Utilize BGBase and be able to update and maintain plant records
- Maintain appropriate computerized records for equipment and grounds maintenance; order parts and supplies for grounds and equipment that have been approved by the Manager or Assistant Manager

- Possess and maintain either a Massachusetts Commercial Pesticide License or a Massachusetts Private Pesticide License
- Assist and facilitate researchers and professionals in their work and research

10. Arboretum Head Arborist

In addition to meeting all of the entrance requirements and being responsible for any duties and requirements of the position of Arborist listed above, the Head Arborist must have demonstrated organizational and supervisory skills. Under the direction of the Manager or Assistant Manager of Horticulture the Head Arborist also oversees the work of other arborists and coordinates the daily activities of the Arborist staff to ensure that work is completed properly, safely and in a timely manner. Also assumes responsibility for ordering, inventory control and maintenance of chainsaws and/or other arborist equipment and bucket-truck; may direct pruning activities, including training new hires in proper pruning techniques and use of a chainsaw; bucket truck, and or other arborist equipment; proposes removal and or repropagations.

In the absence of the Head Arborist, the Manager and/or Assistant Manager of Horticulture may, based on operational need, temporarily assign an employee to perform the duties of the Head Arborist. Selection will be based solely on management's assessment of a candidate's ability to do the job as demonstrated by job performance, work history, training and education. Where an employee is assigned by management to perform the duties of a Head Arborist, they shall be paid the hourly rate for that classification for each hour worked performing such duties.

11. Arboretum Head Operator

A Bachelor's or Associate's degree in arboriculture, horticulture, or a related field is required. Individuals must have a minimum of five years of experience in landscape construction and maintenance, including a thorough knowledge of hardscape design, installation, and repair, and the proper operation of a variety of equipment and tools. Must be certified as an Arborist with the Massachusetts Arborist Association or with the International Society of Arboriculture. Must acquire (within six months of employment) and maintain the following: a valid commercial driver's license, a D.O.T. medical examiner's certificate, a Massachusetts hydraulic hoisting license, and a Massachusetts pesticide application license. Must be able to perform strenuous manual labor, including frequent lifting, carrying, and transporting of heavy loads up to 50 lbs. Required to work in all weather conditions during all seasons.

The Head Operator position performs a variety of landscape maintenance and construction tasks with a focus on mowing operations, hardscape features, infrastructure systems, and complete renovation and installation projects. Under the direction of the Manager of Horticulture, the Head Operator oversees other crew members assigned specifically to the lawn care operations (e.g. mowing), litter management, and landscape construction work. The position coordinates the daily activities of assigned crew members to ensure that work is completed properly, safely, and in timely manner. The position helps to identify landscape issues, develop solutions, and implement project plans. The position coordinates with outside contractors in the completion of specific projects as needed and assumes responsibility for ordering, inventory control, and maintenance of equipment and supplies related to assigned tasks. A significant portion of the position's work involves skilled operation of equipment.

- Coordinate and oversee daily activities of assigned crew members responsible for the mowing operations, litter management, and other landscape maintenance and construction tasks.
- Identify, plan, and implement landscape construction projects, involving tasks such as grading, stonework, erosion control, turf establishment, and planting.
- Construct, maintain, and repair paved surfaces (e.g. roadways, secondary paths, patios, steps, etc.) consisting of concrete, asphalt, gravel, woodchip, and stone.
- Install, maintain, and repair irrigation and drainage systems.

- Install, maintain, and repair fences, gates, stone walls, benches, signage, bridges, and other landscape features.
- Operate the Arboretum's owned, rented, and borrowed small and large equipment and tools (e.g. mowers, loader, backhoe, skid-steer, roller, plate compactor, soil screener, masonry saw, turf, and snow equipment, etc.) in the completion of daily assignments.
- Load and unload shipments of materials and equipment.
- Oversee landscape material (e.g. mulch, soil, compost, stone, gravel, etc.) production and storage.
- Complete collection and landscape maintenance tasks (e.g. mowing, pruning, watering, weeding, mulching, fertilization, snow removal, and IPM practices) as assigned.
- Lead and oversee the work of interns, apprentices, and term appointments and, as needed, outside contractors.
- Perform other duties as required.

12. Arboretum Lead Horticulturist

In addition to meeting all the entrance requirements and being responsible for any duties and requirements of the position of Horticulturist II listed above, the Lead Horticulturist must have demonstrated organizational and leadership skills. Under the direction of the Manager or Assistant Manager of Horticulture the Lead Horticulturist oversees the work of other assigned horticulturists and gardeners and coordinates the daily activities to ensure that work is completed properly, safely, and in a timely manner. The position assumes responsibility for ordering, inventory control and maintenance of equipment and supplies associated with the teams work, is a leader in the Arboretum's Plant Health Care and safety programs, and training of new hires. May be required to obtain and maintain a valid Commercial Driver's License.

In the absence of the Lead Horticulturist, the Manager and/or Assistant Manager of Horticulture may, based on operational need, temporarily assign an employee to perform the duties of the Lead Horticulturist. Selection will be based solely on management's assessment of a candidate's ability to do the job as demonstrated by job performance, work history, training and education. Where an employee is assigned by management to perform the duties of a Lead Horticulturist, they shall be paid the hourly rate for that classification for each hour worked performing such duties.

6C. CERTIFICATION BONUSES:

The following certification bonuses shall be paid to regular full-time employees (i.e., excluding Terms and Apprentices) who have completed their probationary period for the following categories as follows:

- i. An employee will be paid \$500 total per year for having one or more of the following:
 Mass. Arborist Association,
 International Society of Arboriculture Certification,
 Mass Certified Horticulturist, and/or
 Mass Certified Landscape Professional
- ii. An employee will be paid \$150 per year for having a Mass Pesticide Applicator license or \$1000 per year for having a Mass Commercial/Private Pesticide license.

These bonuses shall be paid in January of each year for those who have licenses or certifications on January 1. Bonuses will be pro-rated by month for those who obtain such licenses or certifications during the calendar year.

6D. TERM APPOINTMENTS AND INTERNS

Term Appointments

In recognition of the Arboretum's need to periodically augment its work force to meet its varying operational requirements, the University and the Union have agreed to the following understanding:

The Arboretum shall have the right to hire employees for a specific duration of employment, not to exceed nine (9) months, to assist in meeting its operational objectives; provided, however, the Arboretum may extend the duration to up to twelve (12) months for specific grant-funded positions consistent with the duration of the grant or to fill in for a regular employee who is on a leave (short term disability, approved Workers' Compensation, or a leave with a right to reinstatement). In addition, term appointees (including Arboretum Apprentices and Interns) shall be supervised appropriately when performing structural pruning work. Consistent with Article III (Union Membership) of this Agreement, Term appointees shall on and after the thirtieth day following the beginning of their employment become and remain members of the Union in good standing for the remainder of their employment. The starting salary of Term employees (excluding Interns) shall be the same as Arboretum Apprentice and increases in their starting wage, if applicable, shall be the same as those granted to Arboretum Apprentices. In addition, Term employees (excluding Interns) shall be eligible for the holiday benefits (excluding personal days) as outlined in Article VIII (Holidays), vacation time benefits as outlined in Article IX (Vacations), sick leave as already specified in Article XXVI (Personal Illness or Injury), and University benefits as provided in Article XII (Group Insurance and Pension Benefits) of this Agreement. For all other purposes, term employees shall not be considered to be part of the bargaining unit.

The number of non-term Arboretum positions covered by this Agreement will not be less than sixteen (16) so long as term employees (Term Employees and Arboretum Apprentices) are employed. Posted vacancies for non-term positions shall count towards the minimum threshold.

Interns

In recognition of the Arboretum's continuing need to utilize interns to efficiently meet certain seasonal operational objectives, the University and the Union have agreed to the following understanding:

Interns may be employed any time of year provided that no such intern shall be employed for more than a total of six (6) months during a calendar year.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- 7A. Workweek: The normal full-time workweek is forty (40) hours, Monday through Friday, 7 a.m. to 3:30 p.m., with a half-hour unpaid lunch. The normal workweek may be changed as necessary due to operational requirements.
- 7B. Flexible Work Hours: Changes in the employee's normal workweek may be possible when mutually agreed upon. Within the context of commitment to the successful operation of the local workplace, flexible arrangements and changes to existing flexible arrangements may be appropriate.
- 7C. Overtime:
 - 1. Overtime shall be paid at the rate of time and one-half the employee's regular rate for all hours actually worked in excess of eight (8) hours per day or actually worked in excess of forty (40) hours per week. The workweek shall be five days of eight hours' work beginning at 12:01 a.m. Sunday and ending with

12 p.m. on Saturday. Overtime work may be scheduled at any time on a reasonable basis. Management shall consider requests for overtime.

2. In calculating hours worked for overtime purposes, all hours “paid” are considered hours “worked”. That is, extra hours worked in a week where a paid absence also occurs (a holiday, sick day, vacation, etc., are compensated according to overtime policy).
3. An employee called into work on a regular day off or called back to work after having left the Arboretum grounds will be guaranteed a minimum of four (4) hours pay at the appropriate rate. An employee returning to the Arboretum to conduct a pre-scheduled tour or class that they chose to conduct will be guaranteed a minimum of two (2) hours pay at the appropriate rate. This guaranteed minimum shall not apply to any preparation time for the pre-scheduled tour or class. Any preparation time must be pre-approved by the employee’s manager and will be paid at the appropriate rate.

ARTICLE VIII

HOLIDAYS

All full and part-time employees shall be eligible to have the following holidays off without loss of pay provided the holiday falls on a regular scheduled work day: New Year’s Day, Martin Luther King Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving, Day after Thanksgiving, one half-day before Christmas, and Christmas. It is understood that the University has the right to use a substitute day for a holiday, in order to meet the University’s operating requirements.

Employees shall be given paid time off for any Winter Recess days recognized by the University in addition to the Christmas and New Year’s Day holidays. In addition, effective January 1 of each calendar year during the life of the Agreement, regular full-time employees (i.e., excluding Terms and Apprentices) shall be granted two (2) personal days (regular full-time employees hired after January 1 but before July 1 shall be granted one (1) personal day). The scheduling of personal days is subject to management approval. Personal days shall not carry over from year-to-year, and must be used within the calendar year or forfeited.

If employees are not required to work on a recognized holiday, they will receive holiday pay, defined as a regular day’s pay computed at eight (8) hours times their straight time rate provided they are paid by the University for the work day prior to and the work day after the holiday. If an employee is required to work on a recognized holiday, they will be paid at the rate of time and one-half (1 ½) their regular hourly pay for each hour worked, in addition to holiday pay. It shall be a requirement that those employees who are to receive holiday pay must work their full scheduled working day before and working day after the holiday.

Should any of the holidays listed above fall on a Saturday which is not an employee's scheduled work day, the holiday shall be observed on Friday and if a holiday should fall on a Sunday, which is not an employee's scheduled work day, it shall be observed on Monday. In the event that a Saturday holiday falls on an employee's scheduled workday the employee shall, subject to operational requirements, be given the next nearest workday off.

A holiday which occurs during a vacation period shall be considered a paid holiday and will not be charged as a vacation day. Similarly, a holiday, which occurs while an employee is on sick leave as provided in Section XXVI shall be paid as a holiday and will not be charged as a sick day.

ARTICLE IX

VACATIONS

Each full time employee accrues vacation time at a rate of one and one-quarter (1 ¼) days per month of completed service (or fifteen (15) days per year).¹ For employees who have completed ten (10) or more years of service, the vacation accrual rate increases upon the employee's anniversary date to one and two-thirds (1 2/3) days per month of service (a total of twenty (20) days per year). A new employee begins accruing vacation immediately, but generally, no vacation may be taken until the probationary period has been completed. When an employee's employment terminates, they will be paid for any accrued but unused vacation time.

To recognize and reward long service, an employee who completes twenty-five (25) years of total service with the University during the calendar year is entitled to an extra bonus four (4) weeks of vacation as of their anniversary date of that year, to be repeated every fifth year thereafter. The extra four (4) weeks are not accrued as normal vacation. Once an employee has been given an additional four bonus weeks, that time may be taken all at once or can be spread over the five year period (at the convenience of the Arboretum). Any time not taken prior to the granting of the next extra four weeks is forfeited. If an employee terminates before they have used all of the four (4) weeks, they will be paid for any time not yet taken.

Approval of time off for vacation is at the department's discretion and will be subject to operational requirements consistent with seasonal workloads. Vacation may be accumulated up to a total of forty (40) days (not including the bonus weeks) at any time within a fiscal year, and as such any vacation time accrued beyond the maximum allowable total is forfeited. In rare cases, when an employee is asked to defer taking some or all of their pre-approved vacation leave because of the work requirements of the department, and the employee agrees, a written exception may be granted to the preceding accrual forfeiture provision. Employees are encouraged to take earned vacation and can be required to take at least one week's vacation each year.

Vacation time does not accrue while an employee is on a leave of absence without pay, but the period of leave does not count as a break in service when calculating the amount of service required for extra vacation.

ARTICLE X

BEREAVEMENT PAY

In the event of a death in the employee's immediate family (parents, parents in law, siblings, child, spouse, siblings in law, step parents, step siblings, child in law, grandparent or member of the household) all employees covered by this Agreement may be granted up to three (3) days off as an excused absence. The employee may be reimbursed for any time necessarily lost (up to 3 days) from the employee's regular schedule as a result of such absence.

In exceptional circumstances a paid absence may be appropriate for mourning the death of a person whose relationship is not defined above but whose relationship is comparable to that of the immediate family.

Nothing in this Article shall prohibit management from extending the length or terms of such absence as a result of extenuating circumstances.

ARTICLE XI

JURY DUTY AND COURT LEAVE

¹ Note: For purposes of calculation, a person who begins work before the 16th of the month is entitled to a full month's credit toward vacation; a person who begins work on or after the 16th of the month does not receive vacation credit for that calendar month.

Any employee who is required to report for jury service on the day and during the hours which the employee is scheduled to work shall be paid the amount the employee would have earned working a regularly scheduled day at the straight time rate and shall refund to the University the amount received for the jury service.

An employee will be given time off with pay if they are required to appear in court as a witness, or in special circumstances, where it becomes necessary or unavoidable for the employee to be in court as a party to the action. The employee shall be paid the amount they would have earned working a regularly scheduled day at the straight time rate and shall refund to the University any amounts received in connection for any appearance in court.

ARTICLE XII

GROUP INSURANCE AND PENSION BENEFITS

12A. The Union agrees that the University offered Service and Trades pension, health, dental, retiree medical and life insurance plans, as well as volume discounts and flexible spending accounts will apply to its members who are regularly assigned to a work schedule of more than twenty (20) hours per week for the duration of this collective bargaining agreement. Employees who are regularly assigned to a work schedule of sixteen (16) hours or more per week are eligible to participate in the University offered health and dental insurance plans. 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.

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 Union.

12B. Employees shall be eligible to participate in the University's Short Term Disability Plan for hourly employees. The University reserves its right to change such Short Term Disability Plan at its sole discretion.

12C. All employees vested in the existing staff retirement program as of June 30, 1995 will retain that defined benefit as a minimum guarantee.

12D. Effective November 16, 2019, through December 31, 2019, the University shall maintain current monthly contributions to the Boston Building Service Employees' Trust Fund ("Boston Fund") for all employees who qualify for health and welfare coverage as negotiated in the previous agreement effective November 16, 2014 through November 15, 2019 and chose coverage through the Boston Fund.

Effective January 1, 2020, all qualified employees covered through the Boston Fund on December 31, 2019 will be transferred to the Building Service 32BJ Health Fund ("32BJ Health Fund"). Effective January 1, 2020 through the expiration of this Agreement on November 15, 2023, the University shall pay the 32BJ Health Fund monthly contributions as outlined below on behalf of all employees who qualify for coverage and choose to participate and maintain participation in the 32BJ Health Fund. The University shall comply with and agrees to be bound by the 32BJ Health Fund's Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of the 32BJ Fund.

<u>Date</u>	<u>Family Coverage</u>
January 1, 2020	\$1,306
January 1, 2021	\$1,353
January 1, 2022	\$1,402
January 1, 2023	\$1,468

Existing employees and newly hired employees who qualify for health insurance coverage through the 32BJ Plan or a University Health Plan have the option to choose coverage under either or decline coverage in both by completing a form attesting to comparable health insurance coverage. Employees must exercise one of their options.

Pursuant to Harvard's current policy, as may be amended from time to time, each new employee who qualifies for health insurance coverage shall have thirty (30) days from the date of hire to make their health insurance coverage selection.

Option 1: In the event the employee selects health insurance coverage through the 32BJ Health Fund, they will be enrolled for health coverage in that plan retroactive to the first day of employment.

Option 2: In the event the employee selects health insurance coverage through a University Health Plan, they will be enrolled for health coverage in that plan retroactive to the first day of employment.

Option 3: In the event the employee has comparable health insurance coverage that they will be maintaining beyond the first thirty (30) days after their date of hire, they must complete a form attesting to alternative comparable coverage.

In the event the new employee takes no action with respect to health coverage in the first thirty (30) days from the date of hire they will be automatically enrolled for health insurance coverage through the 32BJ Health Fund retroactive to the first day of employment.

After the first thirty (30) days from the new employee's date of hire have elapsed and the employee is enrolled in some health insurance coverage, the employee will be considered an existing employee who will be permitted to change coverage during the University's annual open enrollment period. Any change in health coverage outside the University's open enrollment period must be for a specific reason (qualifying event) that is consistent with IRS Section 125 guidelines and the rules of any plan that would be impacted by the employee's decision to change coverage.

The University must report all new employees who will be covered by the 32BJ Health Fund on or before the twentieth (20th) day following date of hire through the 32BJ Health Fund's Employer Self-Service portal. All new hires the University reports to the 32BJ Health Fund after the twentieth (20th) day following date of hire (excluding those who are reported to the Fund during open enrollment or for a qualifying event pursuant to the paragraph above) may subject the University to interest charges as established by the Trustees of the Fund under its collection policies.

ARTICLE XIII

UNIFORMS

Effective January 1, 2020, Arboretum employees shall receive an annual clothing allowance of three hundred fifty (\$350.00) dollars at the beginning of each calendar year.

Effective January 1, 2020, Employees who provide an appropriate purchase receipt for shoes or boots shall be reimbursed dollars non-taxed twice each year for a cumulative total not to exceed two hundred (\$200.00) dollars each calendar year.

Employees shall be required to wear work-appropriate shoes or boots, as determined by Arboretum management, at all times during their working hours. In making its determination as to what constitutes work-appropriate shoes and boots, Arboretum management will consult with the union.

ARTICLE XIV

WORKERS' COMPENSATION

The University agrees to cover the employees under the Massachusetts Workers' Compensation Law on a non-contributory basis, whether or not such coverage is mandatory.

ARTICLE XV

NO DISCRIMINATION

There shall be no discrimination against any present or future employee as prescribed by State and/or Federal Law.

ARTICLE XVI

SAFETY

The University will provide and maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees.

The Arboretum will install text-messaging at the Front Desk, and/or other communication devices as necessary for safe operations.

ARTICLE XVII

MILITARY SERVICE

An employee who is drafted for military service, or volunteers for service in any branch of the armed forces of the United States, shall, upon completion of such service with an honorable discharge, be reinstated to the employee's former position in accordance with the applicable laws regulating such matter. In the event that it becomes necessary to lay-off another employee in order to reinstate such an employee returning from military service, such lay-off shall follow the seniority principles and shall not constitute a grievance under this Agreement. The employee laid off shall be entitled to reasonable notice.

ARTICLE XVIII

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively with the University including but not limited to the right to plan, control and direct operations; determine the number of employees to be employed; hire, promote and transfer employees; determine their qualifications and direct their work; set standards for job performance, and determine services to be performed; to determine the hours of work and shifts to be

worked; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to use independent contractors to perform work or services; to sub-contract, contract out, close down operations or any part thereof and to take whatever action is necessary to determine, manage and fulfill the mission of the University and its support services. The University's failure to exercise any right, prerogative or action hereby resolved to it or the University's exercise of any such right, prerogative or function in a particular way shall not constitute a waiver of the University's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provision of this Agreement.

ARTICLE XIX

TRANSFERS

When Arboretum management temporarily or permanently transfers an employee from one job classification or wage category to another, that employee shall receive the rate of pay applicable to the new classification or category. Arboretum management shall notify the shop steward within three days of any transfer.

ARTICLE XX

STRIKES AND LOCKOUTS

During the life of this agreement, there shall be no strikes, walkouts, stoppages of work, sit-downs, 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 XXI

SEPARABILITY OF CLAUSES

If any State or Federal law or any court or administrative decision, order or ruling shall be in conflict with any provision of this Agreement, the provision or provisions so affected shall be made to conform to such law, decision, order or ruling, but in all other respects this Agreement shall continue in full force and effect as written.

ARTICLE XXII

SHOP VISITATION

Union representatives shall, at all times, be permitted to confer with employees in the service of the University, provided it does not interrupt or interfere with the University's operation. Members of the bargaining unit may hold Union meetings on a quarterly basis for a half hour before or after the scheduled lunch break. The Union recognizes that work under this Agreement is sometimes performed in buildings requiring security clearances. In such cases, the Union agrees to make arrangements for conferences with employees so as not to interfere with the operations of the building in question and the University agrees to cooperate with the union, when advised of the visit in advance, in making these conferences in a reasonable manner.

ARTICLE XXIII

UNION LEAVE

Subject to operational needs, the University agrees to release from work without pay, but without loss of seniority, one (1) employee at any one time to work with the Union. The Union agrees to give notice to the University as follows: seven (7) calendar days for leaves of less than one week, thirty (30) calendar days for leaves of one (1) week to one (1) month, and sixty (60) calendar days for leaves of one (1) month or more for a maximum period of up to six (6) months.

The University further agrees that the released employees shall be returned to their former shift, work hours and job classification.

ARTICLE XXIV

GRIEVANCES

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 this Agreement. All such grievances will be handled as provided in this Article.

No grievance shall be considered under the grievance procedure unless it is presented as provided herein with reasonable promptness after the circumstances giving rise to the grievance first occurred. A grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

Step 1. The aggrieved employee, either with or without a Union representative, shall first take up the matter with the immediate supervisor. The grievance of the employee may be adjusted in a manner not inconsistent with the terms of this Agreement, provided that the Union representative has been given an opportunity to be present.

If the matter is not satisfactorily settled as a result of their discussion, the Union representative, shall submit the written grievance to the same immediate supervisor who shall add an answer in writing and send the grievance to the Department Head (or designee) with a copy to the Union. If the grievance concerns discharge or discipline of an employee, the grievance must also be signed by the employee involved in order to advance beyond Step 2.

Step 2. Within one (1) week after the written grievance is received by the Department Head (or designee), but not more than ten (10) days after it is submitted to the supervisor in Step 1, the Department Head (or designee) shall meet with the Union representative after which an answer in writing shall be submitted to the Union within one (1) week.

Step 3. If no satisfactory settlement is reached in Step 2, the Union may submit the grievance to the Director of Labor and Employee Relations (or designee), who shall meet with the Chief Steward and a Business agent within one (1) week after submission and shall give an answer in writing to the Union within one (1) week after such meeting.

If the nature of the grievance makes it appropriate, the written grievance may be submitted directly by the Union to the Director of Labor and Employee Relations or by the Director of Labor and Employee Relations to the Union. The procedure set forth in the preceding paragraph shall apply.

ARTICLE XXV

ARBITRATION

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 XXIV, then either party may submit such grievance to arbitration by giving written notice thereof to the other not later than two (2) weeks after the completion of Step 3. The grievance shall be considered as having been settled in Step 3, unless it is so submitted to arbitration within such time limits.

The choice of arbitrators shall be by agreement of the parties. However, if such agreement has not been reached within one (1) week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by either party to the American Arbitration Association for the selection of an arbitrator in accordance with the rules, then obtaining, of said Association applicable to labor arbitration. 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 hereunder shall be final and binding upon the parties.

Each grievance shall be separately processed in any arbitration proceeding under this Article.

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 XXVI

PERSONAL ILLNESS OR INJURY

Employees shall become eligible to accrue sick leave, within a contract year, as follows:

Employees hired prior to December 1: One day per month of service up to December 1st. As of December 1st, each non-term employee shall be credited with twelve (12) days of sick leave. Apprentices shall be credited with a pro-rated amount of sick leave as determined by their term of employment. Term employees other than Arboretum Apprentices shall accrue one day per month. Employees shall have no more than forty (40) days of sick leave accumulated at any one time.²

In cases of absence from work when an employee suffers a recurrence or aggravation of an injury which occurred while employed elsewhere and for which compensation is or has been provided under the Worker's Compensation Act, the employee is not entitled to sick pay under the Agreement.

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 circumstance indicate possible abuse of sick pay.

The University shall respond to employee requests for leave to a) care for an employee's newborn, newly adopted or newly placed foster child, b) care for an employee's child, spouse, or parent who has a serious health condition, c) deal with an employee's own serious health condition which makes the employee unable to perform the

² For the purposes of calculation, a person who begins work before the 16th of the month is entitled to a full month's credit toward sick leave; a person who begins work on or after the 16th of the month does not receive sick leave credit for that month.

essential elements of their job, or d) care for an employee's spouse, child, parent or next of kin who is a covered military service member with a serious injury or illness or e) for a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation or f) 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.

To be eligible for such leaves an employee must have completed their probationary period and must be eligible for University benefits. These leaves are limited to a period of up to twelve (12) weeks, in any twelve-month period and generally are unpaid, unless the FMLA, as amended provides for a longer leave. With University approval, in accordance with the sick pay policy, accrued sick pay may be utilized to cover certain periods of such leaves necessitated by personal illness or disability or the illness of dependents.

An employee who has completed at least three (3) months of continuous service and who has been absent from work more than ten (10) consecutive days due to a serious, non-work related illness or injury, is eligible to apply for Short Term Disability benefits. Once approved, an employee with less than seven (7) years of regular service will be paid seventy-five percent (75%) of their regularly scheduled weekly wage for a period not to exceed a maximum total of six (6) months; an employee with seven (7) or more years of regular University service will be paid one hundred percent (100%) of their regularly scheduled weekly wage.

It is against University policy to base discipline for unsatisfactory attendance solely upon the number of days absent or tardy without considering other circumstances. It is also against University policy to discipline an employee for absences caused by a verifiable underlying medical problem beyond the employee's control.

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

ARTICLE XXVII

BIRTH PARENT AND PARENTAL LEAVES

Introduction

A 12 week leave period is provided for birth and adoptive parents with assurance of return to the same position.

Birth Parent Leave

The employee's 12 week leave period begins with the birth of the child. A birth parent is entitled to 12 weeks leave, which is covered by a combination of the following:

- 8 weeks of Short Term Disability (STD)
- 4 weeks of Parental Leave

STD pays 100% for employees with 7 or more years of service, and 75% for those with less than 7 years of service. STD applies to the parent giving birth to a child. STD pay may not be supplemented by other accrued time. For Parental Leave pay provisions see below.

Parental Leave

Birth and Adoptive Parents are eligible for 12 weeks of job-protected leave following birth or adoption. One of the following pay options may be appropriate:

- Birth and Adoptive Parents
Birth and adoptive parents are eligible for four weeks of paid Parental Leave.

The four weeks will be paid at 100% salary for staff with over seven years of service. For staff with less than seven years of service, salary will be paid at a rate of 75% and can be supplemented with vacation or personal time. Sick time may not be used to supplement parental leave.

For the remainder of the 12 weeks, the parent may use vacation, personal leave, or unpaid time.

OR

- **Birth and Adoptive Parents**

Birth and adoptive parents are eligible for one week of paid leave (at 100% salary) and may use accrued vacation, personal time and/or unpaid time for the remainder of the 12 week leave.

- **Special Considerations**

Under exceptional circumstances (such as premature birth) the paid parental leave may be taken after the 12 weeks following the child's birth.

ARTICLE XXVIII

LAYOFF

In the event of a determination by the University that a layoff is required, the University shall have the sole right to identify the number of affected positions, by classification and location, as well as the timetable for such layoffs. Laid off employees shall receive, at the time of lay off, written information concerning the re-employment procedures.

A severance allowance equal to one week's base pay for each full year of service, or prorated for a fraction of service, shall be paid to an employee who is laid off.

A laid off employee who files an application for a posted vacancy within 26 weeks of their date of lay off, who is re-employed in the same classification (job title) shall:

Be paid their former rate of pay or the posted rate of pay for the vacancy, whichever is greater.

Retain their bargaining unit seniority.

Should a reduction in the workforce become necessary the least senior employee(s) in the affected job classification(s) within the Unit shall be laid off first. When job classification seniority is equal, the employee with the least seniority in the Unit shall be laid off first. Laid-off employees may exercise bumping rights into another job classification for which, in the estimation of management, they are qualified. The employee bumped will be the least senior person in that classification and they may then exercise their rights as stated above.

ARTICLE XXIX

JOB OPENINGS

Whenever there is a job vacancy at the Arboretum, notice of the vacancy shall be posted on the appropriate bulletin boards for five (5) days. A change of an employee(s) shift and or work schedule does not constitute a vacancy within the meaning of this Article.

The notice of vacancy shall indicate the job title, rate of pay, and hours of work. Employees desiring to apply shall submit an application after the posting to the respective contact person(s).

Applicant(s) will be considered for vacancies on the basis of ability and performance.

ARTICLE XXX

TRAVEL EXPENSE REIMBURSEMENT

Upon documentation, employees shall be fully reimbursed for all necessary and reasonable expenses incurred in conjunction with work related travel as required and authorized by the appropriate department head.

ARTICLE XXXI

DISCIPLINARY MEETINGS

The University, will, in so far as practicable, strive to schedule disciplinary meetings within employee's regular work hours. Any employee who is required to attend a disciplinary meeting outside their regular work schedule will be paid at the prevailing hourly wage, for the length of said meeting.

ARTICLE XXXII

RELEASE TIME

The University will provide paid release time to an employee for the purpose of taking tests necessary to acquire licenses required for eligibility for a bonus, as well as for Mauget certification, hoisting license, and to acquire a Medical Examiner's certificate (as required by law). Such paid release time shall be provided for not more than three such occasions per exam or certification.

ARTICLE XXXIII

LIGHT DUTY PROGRAM

33A. The University and the Union agree to establish a Light Duty Work Program in a deliberate effort to return employees on approved leave due to illness or injury to productive employment as early as medically possible.

33B. The components of the Light Duty Work Program include:

- a. Temporary alternate work will be provided on a case by case basis.
- b. The employee's job duties and responsibilities will be modified to be consistent with the injured employee's physician and/or independent medical examiner's medical documentation of restrictions.
- c. Upon receipt of the employee's medical clearance the injured employee's Supervisor, the Human Resources Consultant and the University's Disability Case Manager will evaluate any restrictions and then research opportunities for an appropriate temporary alternate work assignment. Such temporary alternative duties may include the employee's regular duties but on a reduced hours basis or alternative work assignments on a full or part-time basis. If an employee refuses an alternative work assignment or if there is no temporary alternate work available, the employee will continue on workers' compensation or short term disability status. The employee will be instructed to return to work when such work exists or full-duty is possible, whichever comes first.

d. Candidates for temporary alternate work assignments must be cleared medically for such assignments. Temporary alternate work will not last any longer than ninety (90) consecutive calendar days. Upon completion of a temporary alternate work assignment an employee shall either be returned to full duty status or returned to their former workers' compensation or short term disability status.

e. Alternate work assignments shall be restricted to work performed in and by the employee's bargaining unit.

f. Employees participating in such alternate work assignment shall be compensated at their regular hourly rate of pay for all hours worked.

ARTICLE XXXIV

PERSONNEL FILES

The University will provide to an employee, upon written request to the Department Head or the Human Resources Office, a single copy of the contents of their official personnel file maintained in the Office of Human Resources. Before written warnings are placed in an employee's personnel file, the warning and the reason therefore shall be communicated to the employee.

ARTICLE XXXV

IMMIGRATION

35A. Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of their employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the University agrees to the following procedure:

1. In the event an issue or inquiry arises involving the immigration or work status of a non-probationary employee, the University shall promptly notify the employee in writing and forward a copy of such notification to the Union. The letter shall contain a concise statement of the issue and reference an employee's rights under this Article.
2. The employee shall be afforded sufficient time to remedy the identified issue before adverse action is taken and they will be permitted unpaid time off to attend relevant proceedings or visit pertinent agencies, provided the University is given reasonable notice of planned absences and written verification of appointments, hearings or other proceedings is submitted when requested by the University.

35B. Upon request, the University agrees to meet with the Union and discuss the issue. When practicable, the meeting shall take place before the University takes any adverse employment action.

35C. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number.

ARTICLE XXXVI

DURATION OF AGREEMENT

This Agreement shall become effective on November 16, 2019 and shall remain in effect through November 15, 2023, and thereafter from year to year thereafter unless terminated by notice, in writing, given by either party to the other not less than sixty (60) days prior to November 15, 2023 or November 15 of any succeeding year that it desires to modify or terminate this Agreement.

This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and annexed hereto. This document shall consist of two identical signed documents, each of which shall be considered the original Agreement. Any notice required by this Agreement may be sufficiently given by written notice delivered or mailed by certified mail to the Director of Labor Relations, and to the Business Manager of the Union.

In Witness Whereof, we have hereunto severally set our hands and seals this 24th day of May, 2021

+For the President and Fellows of Harvard College

BY Brian Wagner

Brian Wagner
Associate Director
Labor and Employee Relations

Zachary See
Zachary See
Associate Director
Labor and Employee Relations

Kathleen Green
Kathleen Green
Senior Labor and Employee Policy
Analyst

Andrew Gapinski
Andrew Gapinski
Head of Horticulture
Arnold Arboretum

Tiffany Enzenbacher
Tiffany Enzenbacher
Manager of Plant Production
Arnold Arboretum

Matt Jordan
Matt Jordan
Director of Finance
Arnold Arboretum

For the Service Employees'
International Union Local 32BJ

BY Roxana Rivera

Roxana Rivera
Vice President

Raul Garcia
Raul Garcia
Director of Bargaining and Employer
Relations

Nima Samimi
Nima Samimi
Bargaining Committee

Laura Mele
Laura Mele
Bargaining Committee

Ben Kirby
Ben Kirby
Bargaining Committee

Gregory La Plume
Gregory La Plume
Bargaining Committee

Robert Ervin
Robert Ervin
Bargaining Committee

Appendix A

Health Insurance and other Benefit Channages

Notwithstanding any other provisions of this Agreement, the University and Union have agreed to the following health insurance changes and other benefit changes:

Effective January 1, 2021, employees covered by this Agreement enrolled in Harvard University offered medical plans will adopt the **plan design changes** in effect for all other unions as of January 1, 2019, which include the following:

Services	Current Cost	Cost Effective Jan 1, 2021
Inpatient Hospital	\$0	\$100
Outpatient Hospital	\$0	\$100
Emergency Room	\$75	\$100
Office Visits – PCP	\$20	\$25
Office Visits – Specialist	\$20	\$25
High Tech Imaging	\$0	\$50
Out-of-network co-insurance*	20%	30%

*Co-insurance for out-of-network mental health/substance abuse services will remain at 20% with no deductible

Effective January 1, 2021, employees covered by this Agreement enrolled in Harvard University offered medical plans will adopt the following **co-payment reimbursement plan** in effect for all other unions as of January 1, 2019, which is the following:

	Office Visit Copay Thresholds		Prescription Copay Thresholds		In-Patient/Out-Patient/ Emergency Room/High Tech Imaging Copay Thresholds	
Enrollment	<\$75K	\$75K +	<\$75K	\$75K +	<\$75K	\$75K +
Single	\$225	\$450	\$500	\$1,000	\$300	\$600
Family	\$550	\$1,100	\$1,000	\$2,000	\$450	\$900

Effective January 1, 2021, employees covered by this agreement enrolled in Harvard University offered medical plans will adopt the following **Medical Plan Salary Tier Premium Contribution Percentages** in effect for all other unions as of January 1, 2019:

Tier	FTE Salary	Employee Medical Plan Premium Contribution
1	< \$55,000	13%
2	\$55,000–\$74,999	15%
3	\$75,000–\$99,999	20%
4	\$100,000+	25%

Effective January 1, 2021, employees covered by this Agreement enrolled in the Harvard University offered dental plan will adopt the **Dental Plan and Premiums** in effect for all other unions as of January 1, 2019.

Effective January 1, 2021, employees covered by this Agreement enrolled in Harvard University offered medical and dental plans will adopt the following **Health Plan Enrollment Tiers**:

- Employee
- Employee + Spouse/Domestic Partner (NEW)
- Employee + Child(ren) (NEW)
- Employee, Spouse/DP, child(ren)

Effective January 1, 2021, current retirees and future retirees who were covered by this Agreement will have their **Basic Life Insurance Coverage** capped at \$50,000.

Effective January 1, 2020, employees covered by this Agreement will adopt **Post Retiree Health** eligibility and contribution rules consistent with the changes previously accepted by all other union, which include the following:

Eligibility

Employees covered by this Agreement hired before January 1, 2020 will be eligible for Post Retiree Health Benefits if they meet the following rules:

- You are at least age 55 and have at least 10 years of participation service when you retire, and
- Your age plus years of participation service with the University equal at least 75 at the time of your retirement

Employees covered by this Agreement hired or rehired after January 1, 2020 will be eligible for Post Retiree Health Benefits if they meet the following rules:

- You are at least age 60 and have at least 15 years of participation service when you retire, and
- Your age plus years of participation service with the University equal at least 75 at the time of your retirement

Contributions

Retirement eligible by December 31, 2024:

If you meet the eligibility requirements for post-retirement health by December 31, 2024 and have no breaks in service after December 31, 2019, the University contributes from 50% to 80% of the cost of Medex toward yours and your eligible spouse/domestic partner's coverage. You will receive the maximum subsidy if you retire with at least 20 years of service.

Retirement eligible between January 1, 2025 and December 31, 2029:

If you meet the eligibility requirement for post-retirement health between January 1, 2025 and December 31, 2029 and have no breaks in service after December 31, 2019, the University will contribute from 40% to 70% of the cost of Medex toward yours and your eligible spouse/domestic partner's coverage. You will receive the maximum subsidy if you retire with at least 20 years of service.

Retirement eligible after 2030:

If you meet the eligibility requirement for post-retirement health after January 1, 2030 and have no breaks in service after December 31, 2019, the University will contribute from 40% to 70% of the cost of Medex toward yours and your eligible spouse/domestic partner's coverage. You will receive the maximum subsidy if you retire with at least 30 years of service.

Effective January 1, 2020, Harvard contribution will increase no more than 3 percentage points each year.

November 14, 2006
John DelRosso, Steward
SEIU Local 615
Arnold Arboretum
125 Arborway
Boston, MA 02130

Dear John:

This letter will confirm that during the 2006 collective bargaining agreement negotiations, the parties agreed with the following:

The Arboretum recognizes that Arboretum employees play an indispensable role in the mission and work of the Arboretum and that each of its employees is an integral and valued member of the Arboretum and Harvard community. The Arboretum's right to contract or subcontract to meet operational and/or financial needs is recognized. However, when the Arboretum intends or is considering contracting or subcontracting out any bargaining unit work to supplement Arboretum employees, the following process will be implemented:

- The Arboretum will give reasonable advance written notice to the Union Steward of its plans for contracting or subcontracting and its reasons for such plans (with the exception of emergency situations such as storm damage).
- The Steward and any employees will have a reasonable opportunity to review the plans and the reasons for such plans.
- The Steward and up to two other employees shall meet with the Deputy Director, Manager of Horticulture and Associate Manager of Horticulture for the Arboretum to discuss the plans for contracting or subcontracting, as well as to offer alternative ways of accomplishing the desired objectives.
- If there is no agreement reached on an alternative approach, the Arboretum may proceed with the contracting or subcontracting of the proposed work. In that event, the Deputy Director, Manager of Horticulture and Associate Manager of Horticulture will be willing to discuss ongoing effects the contracting or subcontracting may have on the grounds, horticultural crew and management.

Very truly yours,

Robert Cook, Director

Cc: Dan Nicolai, SEIU Local 615
Richard Schulhof, Deputy Director

INDEX

ARBITRATION	23
BEREAVEMENT PAY	17
CERTIFICATION BONUSES	14
CHECK-OFF	6
DISCIPLINARY MEETINGS	26
DURATION OF AGREEMENT	27
EQUAL OPPORTUNITY	5
GRIEVANCES	22
GROUP INSURANCE AND PENSION BENEFITS	18
HOLIDAYS	16
HOURS OF WORK	15
IMMIGRATION	27
JOB CLASSIFICATIONS	7
JOB OPENINGS	25
JURY DUTY	17
LAYOFF	25
LIGHT DUTY PROGRAM	26
MANAGEMENT RIGHTS	20
BIRTH PARENT AND PARENTAL LEAVES	24
MILITARY SERVICE	20
NO DISCRIMINATION	20
OVERTIME	15
PERSONAL ILLNESS OR INJURY	23
PERSONNEL FILES	27
PROBATIONARY PERIOD	6
RECOGNITION	5
RELEASE TIME	26
SAFETY	20
SEPARABILITY OF CLAUSES	21
SHOP VISITATION	21
SICK LEAVE	23
STRIKES AND LOCKOUTS	21
TERM APPOINTMENTS AND INTERNS	15
TRANSFERS	21
TRAVEL EXPENSE REIMBURSEMENT	26
UNIFORMS	19
UNION LEAVE	22
UNION MEMBERSHIP	5
VACATIONS	16
WAGES	6
WORKERS' COMPENSATION	20



Printed on 30% Recycled Paper