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# AGREEMENT

HARVARD UNIVERSITY

AND

HARVARD UNIVERSITY

SECURITY, PARKING, AND

MUSEUM GUARDS UNION

EFFECTIVE

JULY 1, 2016 - JUNE 30, 2020

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Agreement made this 30th day of January 2017, by and between The President and Fellows of Harvard College, their subsidiaries, their successors, and assigns, hereinafter called the "University" and Harvard University Security, Parking and Museum Guards Union, hereinafter called the "Union." This agreement supersedes all previous Agreements, Side Letters, Letters of Understanding and other similar documents.

## **ARTICLE 1 - 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, disability or veteran status, and hereby agree to incorporate these obligations as a part of this Agreement. This article shall not require bargaining unit members to submit discrimination claims to the grievance-arbitration procedures contained in this agreement and shall not preclude a bargaining unit member's right to pursue discrimination claims under state and federal law.

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

## **ARTICLE 2 - RECOGNITION**

The University recognizes the Union as the exclusive representative for the purposes of collective bargaining for only those hourly paid employees of the University in the following job classifications only:

### **Category A**

Guard

Museum Attendant

Museum Attendant II

Security Control Center Operator (f/k/a Central Station Monitor)

Parking Service Monitor

Parking Service Monitor II

Mobile Patrol

### **Category B**

Limited Regular Guard

Limited Regular Museum Attendant

Limited Regular Museum Attendant II

Limited Regular Parking Service Monitor

Limited Regular Parking Service Monitor II

Category A employees are defined as employees who are regularly assigned to a work schedule of more-than twenty (20) hours per week.

Category B employees are defined as employees who are regularly assigned to a work schedule or a total number of work hours of sixteen (16) to twenty (20) hours per week. Except as specifically provided for in this agreement, Category B employees are entitled to only those benefits required by law.

### **ARTICLE 3 - UNION SECURITY**

This Agreement requires, as a condition of employment, membership in the Union on or after the thirtieth day following the beginning of employment or the effective date of this agreement, whichever is the later. (If this Agreement is executed subsequent to its effective date, the words "execution date" shall be substituted for "effective date" in this section.) All employees shall remain members in good standing for the term of this Agreement.

For purposes of this Agreement, an employee shall be regarded as a member of the Union in good standing if the employee shall (1) timely tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership, or (2) timely tender periodic agency service fees which shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that are germane to collective bargaining activity, including, but not limited to, collective bargaining negotiations, contract administration, and grievance adjustment. In no event shall the agency service fee exceed the amount of the periodic dues paid by employees who are members of the Union.

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 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 of any employee who has had a reduction in scheduled hours.

#### **ARTICLE 4 - CHECK-OFF**

During the term of this Agreement, the University will deduct, for the first payroll period of the month as requested by the Union, the Union initiation fee, if any, and Union membership dues arising out of University employment on account of each employee who individually and voluntarily so requests in writing on a form approved by the University, and will pay the same to the Treasurer of the Union upon the Treasurer's receipt therefore in the name of the Union.

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 Treasurer of the Union.

#### **ARTICLE 5 - PROBATIONARY PERIOD**

A new employee will be in a probationary status for three (3) months from the date of employment, and the Union will not unreasonably deny a request by the University for an extension of the probationary period for an additional period of up to three (3) months. During such periods, employment may be discontinued at the sole discretion of the University.

#### **ARTICLE 6 - WAGES**

6 (a) Any employee on the payroll as of 07/01/16, shall receive an increase in their base hourly rate according to the schedule set forth below:

Effective July 1, 2016: hourly base adjustment for employees at the following rates will be as follows:

<u>\$15.47 to \$15.82</u>	<u>+ 2.25% After Base year Wage adjustment (per table below)</u>	<u>Equivalent to 2.25% + \$0.35</u>
<u>\$15.82 to \$16.00</u>		<u>Equivalent to 2.25% + \$0.18</u>
<u>\$16.28 to \$16.43</u>		<u>Equivalent to 2.25% + \$0.15</u>
<u>\$16.80 to \$16.95</u>		<u>Equivalent to 2.25% + \$0.15</u>

followed by percent increases for all employees as follows:

Current Base	2.25% Increase 7/1/16	3.00% Increase 7/1/17	3.00% Increase 7/1/18	3.00% Increase 7/1/19
\$15.47	\$16.18	\$16.67	\$17.17	\$17.69
\$15.82	\$16.36	\$16.85	\$17.36	\$17.88
\$16.28	\$16.80	\$17.30	\$17.82	\$18.35
\$16.80	\$17.33	\$17.85	\$18.39	\$18.94
\$17.33	\$17.72	\$18.25	\$18.80	\$19.36
\$17.86	\$18.26	\$18.81	\$19.37	\$19.95
\$18.01	\$18.42	\$18.97	\$19.54	\$20.13
\$18.39	\$18.80	\$19.36	\$19.94	\$20.54
\$19.45	\$19.89	\$20.49	\$21.10	\$21.73
\$20.49	\$20.95	\$21.58	\$22.23	\$22.90

In addition employees with a current base of \$17.33 or more shall receive a one-time bonus payment of \$300.

6 (b) Security Control Center Operators (formally known as Central Station Museum Monitors):

<u>Range Minimum</u>	
07/01/16	\$18.42
07/01/17	\$18.97
07/01/18	\$19.54
07/01/19	\$20.13

6 (c) New Employee Hiring Schedule for Employees Hired On or After 07/01/16

Any employee except Security Control Center Operators	7/1/16	7/1/17	7/1/18	7/1/19
	\$16.18	\$16.67	\$17.17	\$17.69

6 (d) The Parking Service Monitor II and Museum Attendant II job classification shall be paid an hourly premium of 17% above the hourly base rate of the Parking Service Monitor or Museum Attendant position respectively.

6 (e) The Mobile Patrol job classification shall be paid an hourly premium of 10% above that of the base hourly rate for the Museum Attendant position or the base

hourly rate of any incumbent Museum Attendant hired into the Mobile Patrol position.

## **ARTICLE 7 - OVERTIME**

- 7.1 (a) Overtime shall be paid at the rate of time and one-half the employees' regular rate for all hours actually worked in excess of 8 hours per day or in excess of 40 hours per week. Paid time away from work for illness, holidays, vacations, etc., shall not be considered as time worked for this purpose. Extra hours may be scheduled at any time solely at the discretion of the University.
- (b) In addition, a department may establish alternative workweek schedules, which may include one or more regularly scheduled workdays of up to twelve (12) hours. Examples of alternative workweek schedules include, but are not limited to, schedules of 12-12-8-8 or 10-10-10. Any hours actually worked in excess of the regularly scheduled number of hours for the day, or in excess of 8 hours in a day which is regularly scheduled for 8 hours or less, or in excess of 40 hours in a week, would be paid at time and a half.
- (c) The Union recognizes that the University has a right to have Limited Regular Category B Employees work extra hours on an irregular basis. On July 1<sup>st</sup> of each year, the University will review the hours worked by all Limited Regular Category B Employees during the previous fiscal year. Any such employee who has worked thirty (30) hours or more per week for more than twelve (12) weeks during that year shall be credited with additional vacation and sick time based upon his/her average hours per week during that year.
- (d) There will be no pyramiding of holiday pay, overtime pay or premium pay.
- 7.2 All extra hours (for example open shifts resulting from coverage for such things as vacation, illness, special events, functions etc.) shall be offered to individuals fairly and equitably on a rotation basis. Employee placement on the overtime and extra hour list will be determined by seniority on July 1<sup>st</sup> of every contract year and then by total number of extra hours accepted or refused thereafter. Each work unit will maintain a separate overtime and extra hour list of eligible employees. These lists shall be updated on a weekly basis and posted on appropriate bulletin boards. Each employee will have three (3) calendar days to dispute the accuracy of the overtime and extra hours list.

## ARTICLE 8 - HOLIDAYS

- (a) Employees shall be eligible to have paid time off for the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, One-half day Christmas Eve, Christmas, and Martin Luther King Day. 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.
- (b) It shall be a requirement that those employees who are to receive holiday pay must work their full scheduled workday before and workday after the holiday. However, if the holiday occurs during a period in which an employee is on authorized leave (e.g. approved sick or vacation) s/he will be paid for the holiday.
- (c) The rate of pay for each of the above holidays will be one fifth (1/5) of the total regularly scheduled weekly hours.
- (d) Employees required to work on a holiday shall receive time and one-half (1½ times) his/her hourly rate for each hour worked on such holiday. In addition, he/she shall receive, at management's discretion, either straight time pay for the number of hours in the regularly scheduled workday or a compensatory day off with pay in lieu thereof.

The employee shall be given one week's notice as to which option, straight time or a compensatory day off, will apply. A compensatory day shall be scheduled within one month of the holiday in question. The option designated by the department for the holiday will apply to all affected employees in that department.

- (e) Employees shall receive paid time off for the Winter Recess days recognized by the University in addition to the Christmas and New Year's Day holidays. The University may require employees to work on such Winter Recess Days. An employee required to work on such Winter Recess Days shall have the option to receive his/her hourly rate for each hour worked on such day or personal time to be used by June 30<sup>th</sup> of the current fiscal year.
- (f) Legal holidays in Massachusetts which fall on a Sunday are observed on the following Monday. For all administrative purposes, a holiday shall be determined to occur on the day that it is actually observed.
- (g) All employees will be credited with two personal days January 1, 2017 and three personal days each January 1 of the Agreement thereafter to be used within the calendar year. As of 2018, at least two of these days must be used by October 31 of the calendar year. An employee shall provide seven (7) days advance notice to his/her supervisor of the intention to use a personal day, unless

circumstances do not permit. In such case, an employee shall provide as much notice as possible.

The rate of pay for a personal leave day will be one fifth (1/5) of the total regularly scheduled weekly hours.

### **ARTICLE 9 - VACATIONS**

Employees will accrue vacation pay in accordance with the following schedule:

1. Employees who begin work after July 1 of any year shall be entitled to one (1) day for each month of completed service, which shall be available for use after six (6) months of continuous service.
2. Employees with one year or more of continuous service shall receive 2 weeks.
3. Employees with five or more years of continuous service shall receive 3 weeks.
4. Employees with ten or more years of continuous service shall receive 4 weeks.

To recognize longer service, an employee who completes twenty years of continuous service shall receive a onetime additional 1 week of vacation as a bonus week: an employee who completes twenty-five and thirty years of continuous service shall receive a onetime additional 1 week of vacation as a bonus week. At the employee's option, an employee may receive vacation pay in lieu of the vacation bonus week.

Employees shall accrue vacation day pay at the rate of one fifth (1/5) of the total regularly scheduled weekly hours. Vacation credit will be based on the employee's normally scheduled workweek and will be tracked in hours for record keeping purposes. Employees may, with prior management approval:

1. Carry two weeks of vacation over into the next fiscal year to a maximum bank of thirty (30) days for employees with less than five (5) years of service and forty (40) days for employees with five (5) and less than fifteen years of service; and fifty (50) for employees with fifteen or more years of service.
2. Receive vacation pay in lieu of time off up to a maximum of one week in a fiscal year, to be cashed in at the end of the applicable fiscal year.

Vacations shall be scheduled solely at the discretion of the University. Vacation requests shall not be arbitrarily or capriciously denied.

## **ARTICLE 10 - BEREAVEMENT PAY**

In the event of a death in a Category A or B employee's immediate family (father, mother, wife, husband, qualified domestic partner, own child, stepchild, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandfather, grandmother, grandchild, or close relative living in the same household), the employee may be reimbursed for time necessarily lost (up to 3 days) from the employee's regular schedule as a result of such absence.

## **ARTICLE 11 - JURY DUTY**

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

In order to receive such pay from the University, the employee must furnish evidence from the court of such service and the amount paid by the court.

## **ARTICLE 12 - GROUP INSURANCE AND PENSION BENEFITS**

Covered employees shall have access to the plans identified in Appendix A, as they shall be amended or terminated in the sole discretion of the University. Appendix A, which summarizes the plans, is not a binding legal or contractual document. 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.

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.

## **ARTICLE 13 - UNIFORMS**

Where required uniforms shall be worn as a condition of employment. Such uniforms shall be furnished by the University. Apart from the above, the University may impose a dress code in lieu of uniforms. If the dress code calls for specific items, those items shall be furnished by the University.

When uniforms and/or specific items of clothing are required, the requirements shall be the same for all Central Station Monitors and Attendants employed by the Art Museums Work Unit. Employees employed by the Art Museums Work Unit shall have the choice of receiving footwear at no cost or being eligible for a \$100 reimbursement for the purchase of footwear on an annual basis, and reimbursement for subsequent pairs of shoes will be made one year from the preceding date of purchase.

The University shall provide each employee with an annual uniform cleaning allowance of \$600.

### **ARTICLE 14 - 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. In all cases where an on the job injury has been established a supplemental amount will be added to the statutory requirement so as to provide a total equal to the regularly scheduled weekly wage for the first three weeks. An affected employee will receive three quarters of the regularly scheduled weekly wage thereafter.

The University shall provide employees with notification that time away from work which is compensated by Worker's Compensation constitutes Family and Medical Leave.

### **ARTICLE 15 - WORK UNITS**

The following autonomous Work Units shall be established:

- Art Museums
- Parking Services
- University Guards

In the event of a reduction in force in a work unit, displaced employees, at the time of layoff, may be given due consideration for openings in other work units provided the employees affected have the qualifications and work record that, in the opinion of Management, would justify such consideration. Failure to be considered for a position under these circumstances cannot be the subject of a grievance.

Each Work Unit shall be considered separate for all applications of this collective bargaining agreement including, but not limited to, seniority, job opening, and layoffs.

## **ARTICLE 16 - MILITARY SERVICE**

Any 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 matters. 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 17 - MANAGEMENT RIGHTS**

All rights and authority of the University are retained by the University, except to the extent that such rights are expressly modified by the provisions of this Agreement. This Agreement may be modified or amended only by a written instrument signed by the University and the Union.

## **ARTICLE 18 - NO STRIKES/NO 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 19 - 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 20 - GRIEVANCE

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 within the time limits set forth in this Article. 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, within fourteen (14) calendar days of the alleged act or omission giving rise to the grievance, either with or without a Union representative, shall first take up the matter with the Department Manager or designee, and in the case of the Art Museum, with the Director of Security or designee. The grievant and/or the Union representative shall identify in full the specific term(s) of the Agreement believed to have been violated, identify how and when the Agreement was violated and identify the remedy sought. The Department Manager or Director of Security (or their designee) will respond to the aggrieved employee and/or the Union representative within fourteen (14) calendar days, in writing.

Step 2. If the grievance has not been satisfactorily settled at Step 1, it shall be presented by the Union in writing to the Department Head (or designee) within seven (7) calendar days after the response of the immediate supervisor. The grievance shall identify in full the specific term(s) of the Agreement believed to have been violated, identify how and when the Agreement was violated and identify the remedy sought. The Department Head (or designee) may request to meet with the grievant(s) and the Union representative to discuss and attempt to resolve the grievance. The Department Head (or designee) shall provide a written response to the Union representative within twenty one (21) calendar days after such meeting, or within twenty one (21) calendar days after receipt of the grievance if no meeting is requested.

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. If the grievance is not submitted by the Union within such seven-day period the grievance shall be considered to be without merit and settled on the basis of the Supervisor's Step 1 position.

The University shall provide the Union, upon request with the names and titles of the designees set forth in this Article.

Step 3. If no satisfactory settlement is reached at Step 2, the grievance shall be presented in writing to the Director of Labor and Employee Relations (or designee) within twenty one (21) calendar days. The Director of Labor and Employee Relations (or designee) shall meet with the grievant and the Union officer (or designee) in an effort to settle the grievance. The Director of Labor and Employee Relations (or designee) shall provide a written response within twenty one (21) calendar days after such meeting.

If the nature of the grievance makes it appropriate and with the assent of the Director of Labor and Employee Relations, 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 21 - ARBITRATION**

Only grievances involving the interpretation and application of a specific provision of this Agreement that have not been settled after being fully processed through the grievance procedure set forth in Article 20 are subject to Arbitration. In such event 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 Union and the University shall each pay fifty (50) percent of 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 unless the parties agree to consolidation. 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 22 - PERSONAL ILLNESS OR INJURY**

All employees shall become eligible to accrue sick leave time, within a fiscal year, as follows:

- (a) Employees shall accrue sick leave days at the rate of one day per month. The rate of pay for a sick leave day shall be one fifth (1/5) of the total regularly

scheduled weekly hours. Employees who have completed six (6) months of continuous service shall then be eligible to use accrued sick leave time.

- (b) Accrued sick leave time shall be credited toward authorized absences in accordance with regularly scheduled hours and will be tracked in hours for record-keeping purposes. Accrued sick leave time may be applied toward absences from work for personal health reasons or dependant health reasons, including for medical appointments; however, sick leave for dependant health reasons may not exceed twelve (12) days per fiscal year.
- (c) If one of the paid holidays occurs during the period in which an employee is authorized for sick pay, s/he will be paid for the holiday and the day will not be charged to sick pay.
- (d) Employees shall be paid, by July 31<sup>st</sup> of each year, up to a maximum of five (5) sick leave days which were not used during the prior fiscal year and/or employees may carry-over to the current fiscal year all unused sick leave days to a maximum bank of thirty (30) sick leave days.
- (e) Once an employee has been hospitalized or absent in excess of two (2) consecutive work weeks as a result of a serious non-work related illness or injury which is anticipated to be for an extended period of time, s/he shall be eligible to apply for Short Term Disability. Once approved, an employee with less than seven (7) years of regular University service will be paid seventy (70%) percent of his/her regularly scheduled weekly wage; an employee with seven (7) or more years of regular University service will be paid one-hundred (100%) percent of his/her regularly scheduled weekly wage.

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

- (f) If an illness or disability is later determined to be compensable under the Workers Compensation Act, the University will credit any sick or short term disability benefits paid against any benefits found to be payable under the Workers' Compensation Act.
- (g) Reasonable proof of illness or injury may be required in cases of extended absence or when circumstances indicate possible abuse of paid or unpaid sick leave.
- (h) An employee who makes application for the University Short Term Disability Plan as a result of the birth of a child, shall normally only be required to produce medical evidence of the birth of the child in order to be covered under the Plan for up to a maximum of eight (8) weeks.
- (i) 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 serious health conditions, c) deal with an employee's own serious health condition which makes the employee unable to perform the essential elements of his/her job, or d) care for an employee's spouse, son, daughter, parent or next of kin who is a covered military service member with a serious injury or illness, or e) 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 and the University's legal obligations.

To be eligible for such leaves an employee must have completed his/her 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, unless the FMLA, as amended provides for a longer leave, and generally are unpaid. With University approval, accrued sick pay may be utilized to cover certain periods of such leaves necessitated by personal illness or disability.

Birth and adoptive parents shall receive four (4) weeks of paid Parental Leave. Employees with seven (7) or more years of service shall receive full pay. Employees with fewer than seven (7) years of service shall receive 70 percent of their pay and may use vacation or personal time to supplement their pay. Sick time may not be used to supplement paid Parental Leave unless it is being paid pursuant to section (d), above.

- (j) The University shall provide employees with notification when time away from work which is compensated by sick pay or short term disability constitutes Family and Medical Leave.

### **ARTICLE 23 - LAYOFF**

In the event of a determination by the University to reduce its workforce, the University shall have the sole right to identify the number of affected positions by classification as well as the timetable for such layoffs. Layoffs shall be based on bargaining unit seniority among those employees within the affected classification. Employees facing layoff shall have the right to bump within the work unit based on bargaining unit seniority. Bumping shall be limited to the next most senior employee in a lower affected classification in the work unit, provided the employee has the necessary skills and ability to perform the requirements of the position. Any employee bumped through this process shall also have bumping rights as described herein.

For purposes of recall, the last employee laid off within the work unit shall be the first recalled, provided that the employee has the necessary skills and ability to satisfactorily perform the requirements of the position to which the employee is being recalled. Employees returning to work from the recall list shall return to work with all seniority intact.

Employees on layoff will retain recall rights for 24 months.

## **ARTICLE 24 - JOB OPENINGS**

Whenever there is a job vacancy in any of the work units, notice of the vacancy shall be first posted for seven (7) days on the appropriate bulletin boards in the work unit where the vacancy exists. A job vacancy is defined as a Category A or a Category B position as provided in Article 2 of this Agreement. 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, hours of work, days off and work unit (and location for information purposes only). Employees desiring to apply shall submit application within seven (7) days after the posting to the respective contact person(s).

Vacant positions shall first be posted within the work unit where the vacancy occurs for seven (7) work days before the posting will be posted in other public work units within the bargaining unit, the University Community or the general public. Employees of the work unit where the vacancy occurs will be given first consideration. Management will give due consideration to seniority among equally qualified applicants from within the work unit. Qualified employees currently working within other work units of the bargaining unit will be considered before other external candidates. The decision to hire an employee into a work unit shall be based on individual skills, experience and work history. An employee from within the work unit, or another work unit, who is not selected for employment shall be offered constructive advice regarding the decision not to select him/her for the position. The final decision shall be made solely by management, and shall not be subject to the grievance procedure.

An employee who applies for a vacancy agrees to accept it if selected and, if awarded the vacancy, further agrees not to apply for another vacancy for a period of nine (9) months thereafter. The preceding sentence will not apply to prevent employees from applying for vacancies in higher-rated classifications within the nine-month period.

Temporary vacancies not expected to exceed three (3) months are not subject to the above posting procedure. If it is expected that the temporary opening will extend three (3) months beyond the normal posting date, the position will be posted as a temporary position and will be filled by the regular posting procedure.

## **ARTICLE 25 - SENIORITY**

For the purposes of this Agreement, seniority is defined as follows:

Bargaining Unit Seniority: Continuous service in any of the classifications covered by this Agreement regardless of Work Unit.

Work Unit Seniority: Continuous service in any of the classifications within a specific Work Unit.

Classification Seniority: Continuous service within a specific classification within a specific Work Unit.

## **ARTICLE 26 - DISCIPLINE AND DISCHARGE**

No employee shall be disciplined or discharged without just cause and all disciplinary action will be progressive where appropriate. The University will act in good faith to accord employees any and all rights under the National Labor Relations Act and any other applicable laws. Copies of all discipline notices, including discharge notices, shall be sent to the Union contemporaneous with delivery to the affected employee. Should the University take disciplinary action regarding an employee, it will make best efforts to do so within twenty-one (21) calendar days of the event giving rise to the disciplinary action or of the University's knowledge of the event giving rise to the disciplinary action.

The University will, insofar as practicable, strive to schedule disciplinary meetings with employees during the employee's regular work hours. Any employee who is required to attend a disciplinary meeting outside his or her regular work schedule will be paid at the prevailing hourly wage, for the length of said meeting.

It is against University policy to base discipline for unsatisfactory attendance solely upon the number of days absent or tardy without considering other circumstances.

## **ARTICLE 27 - BULLETIN BOARDS**

The University will permit the Union to post notices of its meetings and other Union activities on bulletin boards in the various locations which have been agreed upon.

## **ARTICLE 28 - WORKING CONDITIONS**

The University shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and clothing, if necessary, and other equipment necessary to properly protect employees from injury due to job hazards shall be provided by the University in accordance with applicable standards of safety.

## **ARTICLE 29 - SUBSTANTIAL WORK CHANGES**

The University will give the Union reasonable advance notice of a substantial change in workloads, work standards, or work assignments. If the Union so requests within a reasonable time after such notice, the University will meet and confer with the Union prior to the introduction of such change.

If the Union claims that such change is arbitrary or capricious, or that a change in work loads or work standards constitutes an undue hazard or results in undue physical strain, or the position should be reclassified to another contract classification, the Union may submit such claim, either before or after the change is introduced, to the grievance procedure and arbitration in accordance with Articles 20 and 21.

## **ARTICLE 30 - UNION REPRESENTATION**

The Union shall notify the University of the names of its authorized Union representatives, and identify the work areas they represent. The University will allow a Union representative reasonable time for Union business, paid at the employees regular straight time hourly rate for such time lost from work during regular working hours for meetings dealing with internal Union matters, or meetings with management to discuss work problems or employee disciplinary matters. Any time away from regular work activities must be approved in advance by the supervisor.

## **ARTICLE 31 - JOINT LABOR/MANAGEMENT COMMITTEE**

The Union and the University 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 Joint Labor/Management Committee shall be comprised of an equal number of Union and Management representatives, including staff from the University's Office of Labor and Employee Relations. The Joint Labor/Management Committee will meet as soon as practicable after the completion of negotiations for the current

Agreement and at regularly scheduled intervals mutually agreed upon thereafter. The Joint Labor/Management Committee will consider workplace issues of mutual concern but it is not intended to be a forum for individual or group grievances or for discussion of matters that are appropriately the subject of the collective bargaining process.

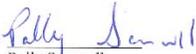
### **ARTICLE 32 - DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2016 and shall remain in effect through June 30, 2020; and from year to year thereafter unless and until either party gives notice in writing to the other at least (60) days prior to June 30, 2020 or June 30 of any succeeding year that it desires to modify or terminate this Agreement.

**ARTICLE 32- DURATION OF AGREEMENT**

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For the University



Polly Scannell  
Deputy Director, Labor and Employee Relations



Marjorie Augenbraum



Kerry Ann Beirne



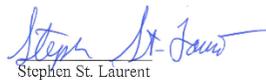
Lauren Degley Feldman



James Kotzuba



James Sarafin

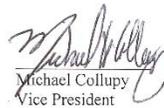


Stephen St. Laurent

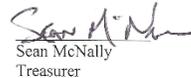
For the Union



Curt Rheault  
President, HUSPMGU



Michael Collupy  
Vice President



Sean McNally  
Treasurer



Patricia Daly  
Secretary

**APPENDIX A**

Benefit and Retirement Plans

**BENEFIT SUMMARY**

A). Active Health --

(a) In-network member costs

<u>Copayments</u>	Existing	Effective Jan 1, 2018
<u>OOP Max</u> <i>Individual / Family</i>	\$2,000/ \$6,000	\$2,000/ \$6,000
Inpatient Hospital	-	\$100
Outpatient Hospital	-	\$100
Emergency Room	\$75	\$100
Preventive Care	No cost	No cost
Office Visits - PCP	\$20	\$25
Office Visits - Specialist	\$20	\$25
High Tech Imaging	-	\$50
Diagnostic Labs/Xrays	-	No cost
Prescriptions	\$7/\$20/\$45	\$7/\$20/\$45

- (b) POS/PPO : Effective January 1, 2018
- Eliminate PPO
  - Out-of-network costs-
    - Coinsurance- 30%
  - Out-of-network outpatient mental health and substance abuse care has no deductible and 20% coinsurance

(c) **Dental** – Dental alignment consistent with non-union and faculty effective 1/1/2018.

(d) Co-pay Reimbursement Plan

**With \$25 copay**

<i>Effective January 1, 2018</i>	<b>Office Visit Copay Thresholds</b>		<b>Prescription Copay Thresholds</b>		<b>In-patient/Out-Patient/Emergency Room/High Tech Imaging Copay Thresholds</b>	
	<b>&lt;\$75K</b>	<b>\$75K +</b>	<b>&lt;\$75K</b>	<b>\$75K +</b>	<b>&lt;\$75K</b>	<b>\$75K +</b>
Single	\$225	\$450	\$500	\$1,000	\$300	\$600
Family	\$550	\$1,100	\$1,000	\$2,000	\$450	\$900

(e) Premium Subsidy Salary Tiers-Effective Jan 1, 2018

Income Tier (FTE)	None
\$0--\$55,000	13%
\$55,000-\$75,000	15%
\$75,000 - \$100,000	20%
\$100,000 and above	25%

(f) Flexible Spending Account (FSA) Supplement Effective January 1, 2018

	Eff. Jan 1, 2018, Jan 1, 2019, and Jan 1, 2020
Three time FSA Amount	\$275

B) Post Retiree Health

- Post Retiree Health consistent with changes for non-union and faculty 1/1/2014, implementation date 1/1/2016, effective January 1, 2016

C) Pension - Effective July 1, 1995

Harvard currently offers a defined contribution component based on salary, to the current defined benefit based on age and years of service. Both components of the program will be funded entirely by Harvard.

Part A - Defined Benefit Portion: Harvard will credit each participant with a defined benefit contribution based on age and years of service ranging from 3% to 6.5% of salary. The Part A portion of the benefit will guarantee an annual investment return equal to the rate on 12-month Treasury bills.

Part B - Defined Contribution Portion: Harvard will contribute an amount equal to 3.5% of salary; each participant will direct how this contribution will be invested in the same array of funds now available to the faculty.

All employees vested in the existing staff retirement program as of 6/30/95 will retain that defined benefit as a minimum guarantee.

Vesting - Staff members hired on or after July 1, 2005, will be subject to a three-year vesting period.

Portability - The dollar value of the current portable benefit will be calculated and credited to the deferred benefit portion of the new plan for all those employed on June 30, 1995. Thereafter, all future credits will accrue as defined above and will be

fully portable. For those hired on or after July 1, 1995, benefits accrued under the new plan will be fully portable and cashable after five years of service.

D) Other Benefit Changes

Volume Discounts Effective January 1, 1995 - Services will be available to staff to provide volume discounts and preferred rates in the following areas:

- Mortgage and other financing
- Real Estate Assistance Program
- Moving

Flexible Spending Accounts Effective January 1, 2013 - The annual maximum contribution to the medical/dental account will decrease from \$5,000 to \$2,500.

Group Life Insurance Effective January 1, 1995 A new lump sum payment option will be available to terminally ill patients.

- E) All Bargaining Unit members will be entitled to a “T” pass subsidy on the same basis as full-time University employees.

## MEMORANDUM OF AGREEMENT

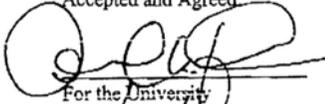
This shall be considered a memorandum of agreement between Harvard University (the "University") and Harvard University Security, Parking, & Museum Guards Union (hereafter referred to as the "Union") with respect to certain new benefits to be provided to certain employees in the Union's bargaining unit (hereafter referred to as "employees").

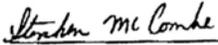
The University and the Union have agreed to the following:

1. Effective upon the signing date of this agreement, employees are eligible to participate in the University's expanded "Bridge Program" which enables them to be given paid release time from work to attend classes such as English as a Second Language (ESL), Literacy, Speaking and Listening and General Educational Development (GED). The "Bridge to Learning and Literacy" staff in conjunction with the various Harvard service and trades departments will notify employees of the available courses and times for the Spring 2001 academic semester.
2. Effective upon the signing date of this agreement, employees who are regularly scheduled or authorized to work at least sixteen hours per week are eligible for certain employee benefits. These benefits include the following: subsidized T and commuter rail passes, group home and insurance rates, participation in the Tuition Assistance Program (TAP), eligibility for membership in the Harvard University Employees Credit Union, access to Harvard libraries and museums and access to the "Outings and Innings" program. This program offers discounted tickets and access to various recreational and entertainment activities.
3. Effective upon the signing date of this agreement, and each September 1 thereafter, employees who are not regularly scheduled to work at least sixteen hours per week but who worked at least 360 hours in the previous 9 months are also eligible for the benefits described in Section 2.
4. Effective January 1, 2001, employees who are regularly scheduled or authorized to work at least sixteen hours per week are eligible to participate in the University health plans. Such employees shall pay the same rates as are applicable to all other eligible employees. The University will individually notify each employee of their eligibility to participate in one of the University offered health insurance plans.

Attached to this Memorandum is a summary sheet that further describes the various programs reference above. All eligible employees will receive copies of this summary sheet.

If the foregoing accurately reflects the Union's understanding and acceptance of the terms of this agreement please sign underneath the words "Accepted and Agreed".

Accepted and Agreed:  
  
\_\_\_\_\_  
For the University  
11/13/00  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union  
NOVEMBER 22, 2000  
\_\_\_\_\_  
Date

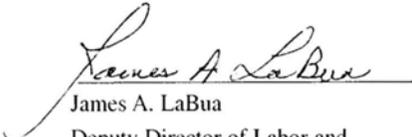
**SIDELETTERS AND UNDERSTANDINGS**

Sideletter A

During negotiations for the 2003 – 2006 contract, it was agreed that those employees represented by HUSPMGU who are regularly scheduled to work seventeen and one-half (17½) hours or more per week with service in excess of one year will be eligible to take two “inside” Harvard courses per semester, not to exceed eight credits.

For the University:

For the Union:

  
James A. LaBua  
Deputy Director of Labor and  
Employee Relations

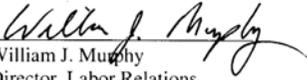
  
Stephen McCombe, President HUSPMGU

8-28-03  
Date

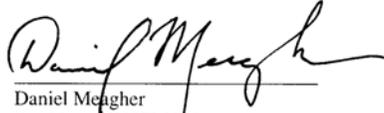
## Sideletter B

This will confirm assurances to the Union by the University during negotiation of the 2006 successor contract of its commitment to paid training for members appropriate to their job duties and responsibilities, as determined by management, and that the University will make best efforts to conduct such training on a quarterly basis.

For the University

  
\_\_\_\_\_  
William J. Murphy  
Director, Labor Relations

For the Union

  
\_\_\_\_\_  
Daniel Meagher  
President, HUSPMGU

# Sideletter C

All bargaining unit employees shall have access to and use of University athletic facilities on the same basis as employees University-wide.

For the University:

Billy Scowell  
7/13/12

For the Union:

David M. [Signature]

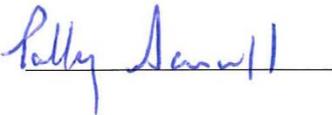
## Sideletter D

(RE: 72 HOURS' NOTICE FOR CHANGES IN FUNCTION HOURS)

During the negotiations for the 2016 successor contract, the parties confirmed their previous agreement, as reflected in a Memorandum of Understanding dated August 4, 2015 regarding staffing protocols and payment for work at functions held at the Harvard Art Museums (HAM), as follows:

1. An employee who works a function shall be paid, at minimum, for all hours set forth in the original posting, except as set forth in paragraph 2 below;
2. If HAM provides prior notice of the need to change the hours of the shift, the affected employee(s) may agree to accept reduced hours or may decline to work the function. Such notice shall be posted at least seventy-two (72) hours prior to the beginning of the shift and must include a new statement of guaranteed hours. It will be the responsibility of the employee who signed up for the function shift to confirm the hours of the function. If the function hours have changed, the employee who signed up for the function shift will notify a HAM Security Manager in writing or by e-mail at least forty-eight (48) hours before the start of the function whether s/he will or will not accept the revised shift.

For the University:



Kelly Lammell

For the Union:



Chris Rhonda

Sideletter E

(RE: COVERAGE FOR EXTRA OR OPEN HOURS AT THE MUSEUM) AMENDED JANUARY 30, 2017

During the negotiations for the 2016 successor contract, the parties confirmed that the University may assign extra hours resulting from coverage for museum functions only to vendor employees in circumstances where the process outlined in Article 7 has been exhausted and the process has not resulted in finding enough bargaining unit members to perform the work. Where practicable, the University will make best efforts to provide a minimum of seven (7) days' notice to museum employees. All extra hours worked as a result of these functions shall be paid at the rate of time-and-a-half for any employee who would otherwise earn straight time, and double time for any employee who would otherwise earn time-and-a-half for all such hours worked. The University will in all cases seek to use bargaining unit museum employees before assigning these hours to a vendor.

By the end of the first regular work week in January of every year of the 2016 successor contract, the University will provide the Union with a summary of vendor services used, including the date(s) of service, number of employees used, and number of hours worked. If the total number of vendor employee work hours meets or exceeds the equivalent of 1.0 full time employees (2080 hours) in the previous calendar year in the museum, then upon notice from the Union, the University will meet and discuss whether sufficient bargaining unit work is being performed by vendors to justify hiring additional full or part time bargaining unit employees in the museum.

Management and the Union agree to explore ways to facilitate providing opportunities for employees to work extra hours bargaining unit wide when feasible for management and consistent with operational needs. The parties agree that this exploration will become an express charge of the Joint Labor/Management Committee described in Article 31.

For the University:

For the Union:



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A handwritten signature in blue ink, appearing to read "Chris Rhonda", written over a horizontal line.

Sideletter F

Training Differential

When a manager instructs an employee to orient and/or train a new hire or an employee new to a classification for two (2) hours or more, and such training is not included in their job description, the employee assigned to train and/or orient will receive a differential payment of 10% above their hourly base rate for time spent in such instruction.

For the University

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For the Union

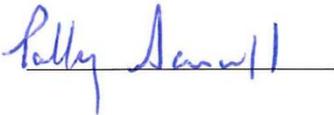
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Side Letter G

Unpaid Long Term Personal or Educational Development Leave

1. Unpaid long term personal or educational development leaves of at least three months and up to one year are available, upon reasonable notice, to any employee with five or more years of service to the University. Such unpaid leave will not be unreasonably denied, but will only be granted once every five years dated from the return date of the previous unpaid long term personal or educational development leave.
2. This type of unpaid leave is intended to give employees the opportunity to pursue interests or educational opportunities related or unrelated to their present work at the University with the assumption that they will return to employment at the University.
3. While on unpaid leave an employee is not ordinarily permitted to work in a position with benefits, unless agreed to in advance. Such employment may be grounds for denial of a leave or written notice of termination of a leave in progress.
4. A long term unpaid personal or educational development leave will ordinarily include either a guarantee of reemployment in the same job or preferential hiring for any similar open position in the work unit upon return from the leave.

For the University



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For the Union



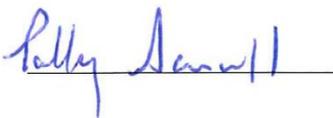
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SIDE LETTER H

Underutilized Parking Area – A Pilot Program

- Effective January 1, 2017, the University will make an “Underutilized Parking” option available for HUSPMGU members, offering reduced-cost permits for an underutilized parking area. This program will be re-evaluated in 2018.
- Underutilized Parking permits will cost \$1,500 annually and will guarantee permit-holders, on a space available basis, access to the Underutilized Parking area or areas to be designated by the University. There is no guarantee of shuttle service. Those with disabilities can apply through the disability office and if accepted will be transported to and from the underutilized area to their place of work on a reservation only basis through Transportation Services.
- Underutilized Parking can be changed with one week notification to the user where possible unless an emergency arises which could require less notification. In these circumstances, the user will continue to be charged at the underutilized rate for the remainder of the year. Consistent with the University’s general parking commitment to the user made upon a parker’s application, the University reserves the right to relocate parking privileges if necessary.
  - Consistent with all parking assignments the University may need to create a wait list and HUSPMGU staff will move off the wait list as space becomes available.
  - Within sixty days of securing an Underutilized Parking program permit, any HUSPMGU members may request a return to their original parking area. If a space is not available, the HUSPMGU member will be offered the closest available parking and be put on the top of the wait list for their original location. If the HUSPMGU member returns to their original location or relocates to the closest area, they will then be charged the prevailing rate for that space.
- This Pilot Program does not apply to mobile permits.
- Parking rates in underutilized parking areas will increase consistent with annual University increases each year based on the \$1,500 starting rate.

For the University



A handwritten signature in blue ink, appearing to read "Kelly Annell", written over a horizontal line.

For the Union



A handwritten signature in blue ink, appearing to read "Chris Rhoads", written over a horizontal line.

SIDE LETTER I:

POST RETIREE HEALTH

Any employee who is 5 or more years away from attaining eligibility for retiree health coverage as of January 1, 2016, will be awarded a one-time \$700 University contribution into a Tax-Deferred Account (TDA). The TDA contribution will only be paid to those employees who ultimately attain retiree health eligibility, and it will be delivered at the time that the employee attains retiree health eligibility. At the time of retirement, it shall be the employee's responsibility to identify and bring to the University's attention the employee's eligible status and the eligibility status shall be subject to review and confirmation by the University.

For the University

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For the Union

A handwritten signature in blue ink, appearing to read "Chris Rhonda", written over a horizontal line.

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