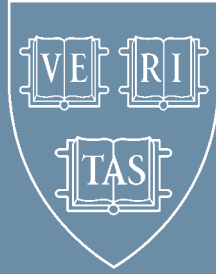


# AGREEMENT

BETWEEN



HARVARD UNIVERSITY

&

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 877,

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 103,

PLUMBERS AND GASFITTERS  
UNION LOCAL NO. 12,

AND NEW ENGLAND REGIONAL  
COUNCIL OF CARPENTERS LOCAL 51,

EFFECTIVE

DECEMBER 8, 2021 – DECEMBER 7, 2026.

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This AGREEMENT, effective December 8, 2021, is by and between the President and Fellows of Harvard College (hereinafter called the "University") and the International Brotherhood of Electrical Workers Local 103, Plumbers and Gas-fitters Local Union No. 12, New England Regional Council of Carpenters Local 51, AFL-CIO, and Local Union 877, International Union of Operating Engineers, jointly, (hereinafter called the "Union").

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

## **ARTICLE 1**

### **Recognition of the Union**

- 1.1 The University recognizes the Union as the exclusive representative for the purposes of collective bargaining for all hourly-paid employees of the University employed in the job classifications set forth in Article 31 of this Agreement, henceforth referred to as the bargaining unit.

The University agrees that it will not hire casual employees, defined as short term (less than 90 days) employees without benefits, to perform work covered by the classifications listed in this Agreement.

EXCLUDED are the following:

All persons employed in a supervisory capacity, casual employees and students, and all other employees of the University.

- 1.2 The terms listed below shall be defined as follows:
- a. "Employee" - Employees covered by this Agreement.
  - b. "Job Classification" - Specific job titles and associated wage rates as set forth in Article 31.
  - c. "Classification Category" - Similarly considered job classifications, as set forth in Article 31, with applications limited to Article 15 and the Passenger Transport Services Memorandum of Agreement.
  - d. "Crew" - Employees reporting to a common location for work assignments and supervision.
  - e. "Work Group" - Internal management organization responsible for the day-to-day oversight of employees. Identified as either Facilities Maintenance Operations or Central/Utilities.
  - f. "Bargaining Unit Seniority" - The length of continuous service in the bargaining unit from the most recent date of employment.
  - g. "Term Employee" - An employee hired with a written and explicit understanding of a defined term of employment of up to two years. The Union will be notified of any extensions of employ-

ment, up to the two year maximum. Employment may be ended at any time during the term due to changes in the staffing needs of the University. Term employees will only receive layoff, recall and bidding rights after they have completed twelve (12) continuous months of service in the bargaining unit. Term employees shall receive all other benefits and be covered by all other provisions of this Agreement, unless expressly modified herein.

- h. "Permanent Employees" - Benefited employees in permanent positions or any employee with more than three years of service. Permanent employees with less than three years of service are subject to layoff.

## **ARTICLE 2**

### **University Students**

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.

## **ARTICLE 3**

### **Union Membership**

- 3.1 Each employee who was a member of the Union on the effective date of this Agreement shall, as a condition of employment, remain a member in good standing for the duration of this Agreement. Each employee who was not a member of the Union on the effective date of this Agreement shall, as a condition of employment, become a member of the Union on the thirtieth day following the effective date of this Agreement and thereafter remain a member in good standing for the duration of this Agreement. Each employee who after said date enters the bargaining unit covered by this Agreement shall, as a condition of employment, become a member of the Union on the thirtieth day following the beginning of such employment and thereafter remain a member in good standing for the duration of this Agreement. If this Agreement is executed subsequent to its effective date, the words "execution date" shall be substituted for "effective date" in this section 3.1.
- 3.2 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. This Article shall not apply to any employee if membership in the Union is not available to the employee on the same terms generally applicable to other members or if membership is denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

- 3.3 The Union agrees that it will not discriminate with respect to Union membership on the basis of race, color, religion, national origin, sex, age, handicap or veteran status. The University agrees that it will not discriminate with respect to employment on the basis of race, color, religion, national origin, sex, age, handicap or veteran status.
- 3.4 The University agrees to keep the Union informed of all employees added to or separated from the bargaining unit by sending to the Union periodically a list of those hired, transferred and terminated. When new or additional employees are needed, the University shall advise the Union.
- 3.5 If any employee is in default of obligations under this Article and such default continues for ten (10) days after the receipt of written notice thereof by the University from the Union, the University shall discharge such employee.

#### **ARTICLE 4**

##### **Probationary Period**

- 4.1 A new employee will be in a probationary status for three (3) months from the date of employment. During this period, employment may be discontinued at the sole discretion of management.
- 4.2 The University may, at its option, extend the probationary period for an additional three (3) month period by notice to the employee, with a copy to the Union, prior to the end of the first three months of employment. This notice shall state the reasons why the probationary period is being extended.

#### **ARTICLE 5**

##### **Check-Off**

- 5.1 During the term of this Agreement the University will deduct, on a prorated weekly basis the initiation fee (if any) and the current regular monthly membership dues for that month from the weekly wages of each employee who individually and voluntarily authorizes such deductions in writing in a form acceptable to the University. The amount of the initiation fee and of the regular monthly membership dues of each such employee shall be certified in writing to the University by the Business Agent or the Business Manager of the appropriate Union. No deductions shall be made on account of assessments, fines, or back dues.
- 5.2 The University will pay the amounts so deducted each month to the Union as instructed by the Business Agent or the Business Manager of the appropriate Union.

## ARTICLE 6

### Work Schedules

6.1 The normal workweek is forty (40) hours, consisting of five (5) days with two (2) consecutive days off. A day's work (workday) shall be constituted of either:

- Eight (8) continuous hours, inclusive of a one half (1/2) hour paid meal period ("Straight Eight") or
- Eight (8) continuous hours, exclusive of a one half (1/2) hour unpaid meal period ("Eight and One-Half"). Employees who work through their lunch period at the request of management will be paid for that time in accordance with Article 7.1.

The normal workday for each job classification shall be identified in Article 31.

6.2 The starting times for employees other than Passenger Transport Drivers shall be established within the following time periods:

Shift	Normal Starting Time	Starting Time Range
First	7 a.m.	6 a.m. – 10 a.m.
Second	3 p.m.	2 p.m. – 4 p.m.
Third	11 p.m.	10 p.m. – 12 a.m.

At the option of the University, employee starting times may be adjusted within each of the above defined starting time ranges. Adjusted starting times shall be established solely for the purpose of meeting operational needs. The University shall notify employees at least seven (7) days prior to any change in starting times or work schedules. Such schedule changes shall be at least four (4) consecutive weeks in duration. This paragraph does not apply to a change in starting time within the same shift caused by reassignment to a crew that has different regular work schedules.

The four (4) consecutive week schedule change minimum does not apply to vacation relief schedules. Such schedules may be changed with forty-eight (48) hours advance notice. All vacation relief position postings will be filled on a seniority basis in accordance with Article 16.2 of this Agreement.

6.3 Starting times or work schedules, other than those specified above shall be mutually agreed upon by the University and the Union.

- 6.4 Payroll calculations are made on the basis of the week beginning at 12:01 a.m. on Sunday and ending at 12:00 p.m. on the following Saturday. The payroll day runs from midnight to midnight.

## **ARTICLE 7**

### **Overtime and Premium Pay**

- 7.1 Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. The supervisor may schedule overtime work at any time on a reasonable basis.
- 7.2 If an employee's five (5) regularly scheduled work days in a work week includes Saturday and/or Sunday, such employee shall receive a week-end premium of eighty cents (\$.80) per hour for all hours worked on such Saturday and/or Sunday. An additional twenty cents (\$.20) will be paid effective July 1, 2022 and an additional ten cents (\$.10) will be paid effective July 1, 2023; July 1, 2024; July 1, 2025; and July 1, 2026.
- 7.3 Any employee who is required to work on one or both days other than their five (5) scheduled work days in a work week shall be paid for such work:
- (i) At the rate of time and one-half for the first such other day s/he works in a work week and
  - (ii) At the rate of double time for the second such other day s/he works in a work week.

However, these premiums shall not apply if such work results from change in their regularly scheduled workweek and if they receive at least seven (7) calendar days notice of such change.

The University need not award or assign overtime to someone who would be entitled to and qualified for double time if someone is available and qualified at time and one-half.

- 7.4 If an employee performs overtime work on Sunday they shall be paid at the rate of double time for such work. Such provision shall not apply to absence coverage of any regularly scheduled shift.
- 7.5 For the purposes of Sections 7.2 and 7.3, a continuous work shift that cuts across midnight shall be considered as worked on the day on which the greater part of the shift occurs. If the shift is equally divided between two (2) days, such shift shall be considered as worked on the day on which it begins.
- 7.6 An employee, whose regular shift begins no earlier than 2:00 p.m. or later than 4:00 p.m. shall receive a shift differential of one dollar and fifteen cents (\$1.15) per hour for all hours worked on such shift. An additional



twenty cents (\$.20) will be paid effective July 1, 2022, and an additional ten cents (\$.10) will be paid effective July 1, 2023; July 1, 2024; July 1, 2025; and July 1, 2026.

An employee whose regular shift begins no earlier than 10:00 p.m. or later than 12:00 p.m. midnight shall receive a shift differential of one dollar and seventy five cents (\$1.75) per hour for all hours worked on such shift. An additional twenty cents (\$.20) will be paid effective July 1, 2022, and an additional ten cents (\$.10) will be paid effective July 1, 2023; July 1, 2024; July 1, 2025; and July 1, 2026.

Any employee who is regularly scheduled to work two or more different shifts, as defined in Article 6.2, in a work week shall receive a shift differential of one dollar and seventy-five cents (\$1.75) per hour for all hours worked in the scheduled work week.

The below table outlines the shift differential rates in Article 7.6:

Shift	Normal Start Times	Starting Time Range	Year 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
After-noon	3 p.m.	2 p.m. - 4 p.m.	\$1.15	\$1.35	\$1.45	\$1.55	\$1.65	\$1.75
Night	11 p.m.	10 p.m. - 12 a.m.	\$1.75	\$1.95	\$2.05	\$2.15	\$2.25	\$2.35

7.7 For those employees who are regularly assigned to a shift for which they receive a shift differential as provided in Section 7.5, such shift differential shall be included in the computation of holiday pay, vacation pay, accident pay, sick pay, and pay for excused absences because of death in the immediate family, jury duty, service as a witness and two weeks' annual military reserve training, all as provided in this Agreement. Weekend premiums as provided in Section 7.2 shall not be included in the computation of any such benefits. Shift differentials and weekend premiums shall, however, be included in determining an employee's regular rate for the purposes of computing daily or weekly overtime.

7.8 Official overtime lists approved by the University and the Union shall be established to identify all bargaining unit members by both job classification and crew.

The burden of overtime shall be divided equally insofar as practicable by job classification within a crew. Once the crew list has been exhausted overtime will be offered to all employees within that job classification.

Job classification overtime lists and crew overtime lists will be posted

weekly insofar as practicable and each employee will have twenty-four (24) hours to dispute the accuracy of the lists. Employees may request in writing to be removed from such overtime lists.

All overtime lists shall be zeroed out each November 1.

- 7.9 There will be no pyramiding of overtime pay, holiday pay, or premium pay.
- 7.10 In the case of overtime requiring an employee to work continuously for more than six (6) hours after the end of the employee's last meal period, twenty (20) minutes with pay shall be allowed for meal time, exclusive of traveling time.
- 7.11 An employee who, because of a call-in or prior notification, returns to work after leaving the physical facilities of the University, with more than two (2) hours before their next regular shift, will be paid for no less than four (4) hours at the applicable rate. An employee will not be sent home early from their regular shift to avoid the payment of overtime.

## **ARTICLE 8**

### **Travel**

- 8.1 An employee who, on any given day at the request of the University, uses a private motor vehicle, including an employee who makes an extra trip to the University as a result of being called back to work, shall receive the Internal Revenue Service (IRS) standard mileage rate per mile. The minimum mileage payment shall be no less than the calculated rate for ten miles for that day. No employee shall be required to use a private motor vehicle as a condition of employment.
- 8.2 Payment will be made for time spent in travel required by the Department on authorized out-of-town trips that do not require an overnight stay. If a trip requires an employee to remain away overnight, reasonable arrangements will be made applicable to that trip.

## **ARTICLE 9**

### **Vacations**

- 9.1 Employees will accrue vacation pay on a monthly, prorated basis in accordance with the following schedule:
  - (1) Employees with less than five years of continuous service will accrue paid vacation at the rate of 10 days per year.
  - (2) During the fifth year of continuous service, employees will accrue paid vacation at the rate of 15 days per year.
  - (3) During the tenth year of service, employees will accrue paid vacation at the rate of 20 days per year.

- (4) To recognize and reward long service, an employee who completes 25 years of total service with the University is entitled to an extra twenty days of vacation during the year following their anniversary date, to be repeated every fifth year thereafter. The extra twenty days is not accrued as is normal vacation and is kept in a separate bank apart from the annual carryover bank referenced in this section.

Employees with less than 10 years of service may maintain a rolling balance of up to twenty (20) vacation days. Once the employee accrues 20 days of vacation time, he or she will no longer be eligible for vacation accrual until the 20 day balance is reduced.

Employees with 10 or more years of service may maintain a rolling balance of up to forty (40) vacation days. Once the employee accrues 40 days of vacation time, he or she will no longer be eligible for vacation accrual until the 40 day balance is reduced.

- 9.2 If an employee was laid off for lack of work but had served eight (8) months or more in that year, it shall be allowed as one (1) year of continuous service.
- 9.3 Employees leaving the University shall receive their accrued vacation pay.
- 9.4 Vacation pay is to be computed on the basis of the individual's normal weekly earnings. (See Article 7.6)
- 9.5 Vacation allowances must be used at such time as the work of the Department permits.
- 9.6 So far as possible, first choice of vacation periods shall be given to the employees in order of seniority in their job classification.
- 9.7 So far as possible, an employee who is entitled to three weeks' vacation will be allowed to take those weeks consecutively, on alternate years. First choice for the three consecutive week period shall be given to the employees in order of seniority in their job classifications.
- 9.8 Except in an emergency or unless given thirty (30) days' notice, an employee who has been assigned a vacation period shall not have that period changed without the employee's consent. In any event, an employee who is informed their vacation is being changed with less than thirty (30) days' notice, and who has made a non-refundable deposit in connection with the vacation, will be permitted to take the vacation as originally scheduled or be reimbursed the amount of such deposit.

9.9 At least one member of the Landscaping Service’s crew composed of Property Maintenance Workers (I & II) and Horticulturists will be granted vacation, subject to management approval, during the period October 1 through March 31 of any calendar year. Vacation requests will be granted in as equitable a manner as possible, and seniority will be taken into consideration in the event two or more crew members have requested the same vacation periods.

**ARTICLE 10**  
Holidays

10.1 University recognized holidays are as follows:

Independence Day	One Half-day Christmas Eve
Labor Day	Christmas
Indigenous People’s Day	New Year’s Day
Veterans’ Day	Martin Luther King Day
Thanksgiving	Presidents’ Day
Day after Thanksgiving	Memorial Day
One Floating Holiday	Juneteenth

Recognized holidays which fall on a Saturday are observed on the preceding Friday and those which fall on a Sunday are observed on the following Monday. Otherwise, a holiday shall be determined to occur on the day on which it is actually observed. Notwithstanding, January 1, July 4, and December 25, will be the dates on which New Years’ Day, Independence Day and Christmas are observed for employees whose regular schedule is not Monday through Friday.

10.2 For each of the above holidays, an employee shall receive straight-time pay for the number of hours in the employee’s regularly scheduled working day at the time of the holiday. For employees on leave of absence or layoff, this provision does not apply to holidays falling within such periods. Unexcused absence on the holiday (if required to work) or on the workday before or after the holiday will result in forfeiture of holiday pay.

10.3 If an employee works on any of the holidays listed, the employee shall receive time and one-half (1 ½) the hourly rate for all hours worked during the employee’s regular work schedule, and double the hourly rate for all other hours worked. In addition, the employee shall receive pay as provided in paragraph 10.2 above.

10.4 Scheduling of the floating holiday may be done in the following manner:

First, employees wishing to schedule the floating holiday far in advance shall, by the first working Monday in March, submit their requests, in

writing, to their immediate supervisor. In this situation, the choice of a particular holiday shall be given to the employees in order of seniority in their job classification, subject to the University's work requirements. Second, employees who prefer to schedule their floating holiday after the first working Monday in March must secure approval from their supervisor at least two (2) weeks in advance. In this situation, the choice of a particular holiday shall be given to the employees in the order in which the requests are received, subject to the University's work requirements.

- 10.5 Employees shall receive paid time off for the four 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. Employees required to work on such days shall have the option to receive double their 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. Such determination must be made at the time the employee works the recess days.

## **ARTICLE 11**

### **Occupational Safety and Health**

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. The University shall reimburse employees up to \$45.00 for safety shoes in accordance with its policies.

## **ARTICLE 12**

### **Accident Pay**

- 12.1 The University will provide compensation for incapacity due to industrial accidents at least equal to that required under the laws of The Commonwealth of Massachusetts. In all bona fide cases, the University will provide a supplement which yields a total payment equal to the current weekly wage for the first three (3) weeks of absence, and three-quarters (3/4) of the current weekly wage for such period thereafter as the University may reasonably find appropriate under the circumstances of the particular case.
- 12.2 Employees hired after October 20, 2000, shall be granted one month of job protected leave as a result of illness or injury for each month of service not to exceed a maximum of six (6) months. After five (5) or more years of service, employees shall be granted up to twelve (12) months of job protected leave as a result of illness or injury.

## **ARTICLE 13**

### **Personal Illness or Injury**

- 13.1 Any employee injured at work who is required to seek medical services during the work day of the injury shall not be charged sick leave and shall be paid for the day.
- 13.2 Employees with less than three (3) years of service will be credited with one sick day per month for the first six (6) months of the fiscal year. Employees who have completed three (3) years of service will be credited with one sick day per month for each month of the year.

Sick leave days can be accumulated to a maximum of fifty-five (55) days.

To the extent that the provisions of this article provide greater benefits and protections than the Massachusetts paid sick leave law (G.L. c. 149, § 148C) the provisions of this Article shall govern. Nothing in this Article shall be interpreted or administered so as to provide lesser benefits and protections than afforded by the Massachusetts paid sick leave law.

Employees must use their accumulated monthly sick leave prior to using their banked sick days.

- 13.3 If one of the paid holidays occurs during the period in which an employee receives sick pay, the employee will be paid for the holiday and the day will not be charged to the employee's sick pay allowance.
- 13.4 For the purposes of this monthly accrual calculation, a new hire who begins work on or before the 16<sup>th</sup> of the month will receive a full month's sick leave credit; a person who begins work after the 16<sup>th</sup> of the month does not receive sick leave credit for that calendar month.
- 13.5 Once an employee has been hospitalized or absent in excess of ten consecutive work days 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 (STD). Once approved, an employee with less than seven (7) years of regular University service will be paid seventy-five percent (75%) of their regularly scheduled weekly wage; 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.

STD benefits are intended to provide paid coverage to employees who experience a serious non-work illness or injury preventing them from working and which is anticipated to last for an extended period of time. The Union agrees that all claims must be made in good faith and that

abuse will not be tolerated. The University reserves the right to require reasonable proof of serious non-work illness or injury as a condition of granting STD benefits

- 13.6 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.
- 13.7 Employees who have filed a Workers' Compensation claim shall be eligible to use any available sick leave or (STD) if the claim is denied.
- 13.8 Sick leave is a benefit that is intended to provide paid coverage to employees who experience personal illness or injury that prevents them from reporting to work. The University reserves the right to require reasonable proof of illness or injury as a condition for the payment of sick pay.

## **ARTICLE 14**

### **Excused Absences and Leaves**

- 14.1 Absences of up to three (3) days may be excused and pay allowed during absence because of death in the immediate family. Immediate family shall mean father, mother, wife, husband, qualified domestic partner, children, brother, sister, mother-in-law, father-in-law, or close relatives living in the employee's immediate household. Nothing in this article shall prohibit management from extending the length or terms of such absence as a result of extenuating circumstances.
- 14.2 Difference in pay will be allowed when an employee is absent from work for the following reasons:
  - 1. Service as a witness as a result of a subpoena in a court case to which the employee is not a party.
  - 2. Two weeks' annual military reserve training.
- 14.3 An employee will receive their regular pay when absent from work because of jury duty.
- 14.4 In order to obtain the difference in pay between that received for such services and the employee's regular pay at the University, the employee must give their supervisor as much advance notice as possible.
- 14.5 The employee is expected to report for duty for all or part of any days which are not occupied in such service.
- 14.6 Employees hired on or before October 20, 2000, shall be granted up to

twenty-four (24) months of job protected leave as a result of illness or injury.

- 14.7 Employees hired after October 20, 2000, shall be granted one month of job protected leave as a result of illness or injury for each month of service, not to exceed a maximum of six (6) months. After five (5) years of service, employees shall be granted up to twelve (12) months of job protected leave as a result of illness or injury.

## **ARTICLE 15**

### **Layoff and Recall**

- 15.1 If the University should decide to lay off employees who have completed their probationary period, employees in the affected classification category with the least seniority shall be the first to be laid off, subject to the condition that the remaining employees must have the ability to perform the required work in a satisfactory manner. If classification category seniority is equal, University seniority shall govern.
- 15.2 An employee with ninety (90) days or more of continuous employment who is laid off for an indefinite period of time (as distinguished from discharge) shall have at least two (2) weeks' notice or be given two (2) weeks' pay instead of notice.
- 15.3 For purpose of recall, the last employee laid off shall be the first recalled, by affected classification category, provided that the employee has the necessary skill and ability to satisfactorily perform the requirements of the position to which the employee is being recalled. No new employees shall be hired until the recall list of employees has been exhausted according to the preceding sentence.
- 15.4 An employee on layoff will retain recall rights for a period of time equal to their bargaining unit seniority but in no case will the recall rights be less than twelve (12) months nor more than twenty-four (24) months.
- 15.5 An employee who is laid off from their regular position and finds another position within the University shall be entitled to the same recall rights provided in Articles 15.3 and 15.4.
- 15.6 Layoffs of less than two (2) years shall not be considered as breaking continuity of service, but the period of such layoff shall not be credited to the employee's University, job classification, classification category, or bargaining unit seniority.
- 15.7 Notice of recall will be sent by certified mail to the last known mailing address furnished in writing by the laid off employee. The employee must respond to the recall notice within seven (7) calendar days or forfeit all recall rights.



## **ARTICLE 16**

### **Job Openings**

- 16.1 Postings of all open jobs will identify the job classification, hours of work, wage rate, shift, days off, shift differential (if applicable), and the work group. For informational purposes only, the initial crew assignment shall also be identified. Probationary employees are not eligible to bid for job openings.
- 16.2 When there is an opening within a job classification on a different shift (meaning the first, second or third shift with particular days off) or in a different work group, job classification seniority shall govern among qualified employees who bid for the job. If job classification is equal among qualified employees who bid for the job, then group seniority followed by bargaining unit seniority then University seniority shall govern. This paragraph does not apply to assignments with particular hours within the first, second, or third shift or the choice of work assignments within a given shift or work group, since such assignments are determined by management. This paragraph does not apply to Working Forepersons.
- 16.3 When an opportunity for a promotion to a job with the same or higher wage rate occurs, excluding Working Foreperson openings, bargaining unit seniority shall govern among employees who apply and are equally able and qualified to perform the open job.

The first ninety (90) days of an assignment to a new job classification shall be considered to be probationary. An employee who is not performing satisfactorily during this probationary period shall be returned to their former job classification. Probationary employees are not eligible to bid on open jobs.

- 16.4 Job assignments, including the determination of appropriate crews, within each of the work groups described in Article 1 will be made by management. These job assignments and changes in them, including changes in the crews, will not be subject to the grievance procedure. Employees may, however, request in writing a change in job assignment within a work group and such request will not arbitrarily be denied. Management's denial of a request for a change in job assignment will not be subject to the grievance procedure. Employees may, however, appeal a denial of a request for a change in job assignment, or a change in their crew assignment, to a committee consisting of a Union representative and a management representative. If the two-person committee is unable to agree, they will select a third member of the committee.
- 16.5 Job openings described in paragraphs 16.1, 16.2, and 16.3 will not be awarded to someone not covered by this Agreement unless there is no qualified applicant from within the bargaining unit. Management will notify the Union prior to awarding such a job opening to someone not

covered by the Agreement.

- 16.6 Temporary filling of jobs (including appointment of an Acting Working Foreperson) for a period not to exceed ninety (90) consecutive days shall not be subject to the defined bidding procedure.
- 16.7 Subject to paragraph 16.5, a Working Foreperson opening shall be awarded to the most qualified applicant as determined by management.
- 16.8 During the first six months of service, a Working Foreperson will be returned to their former job classification if they are not performing satisfactorily. Management's determination that a Working Foreperson is not performing satisfactorily will not be subject to the grievance procedure.

After six months of service, management's determination that a Working Foreperson is not performing satisfactorily will be subject to the grievance procedure. However, if the determination is based upon a complaint or complaints from a University department or faculty, management's determination shall govern unless it can be shown that the complaint or complaints were arbitrary or capricious.

A Working Foreperson whose position is eliminated will be returned to their previous job classification. A Working Foreperson whose position is eliminated will have recall rights back to that position for one year.

- 16.9 The elimination of a Working Foreperson position is not a layoff within the meaning of Article 15 or the side letter dated May 24, 1990, as amended.
- 16.10 If an opening in a job classification on a particular shift or work group is posted but there is no bid by an employee in the job classification who is able and qualified to perform the open job, management may assign to that opening the most junior employee in the job classification who is able to perform the job. Such employee shall receive seven (7) calendar days notice of the assignment.
- 16.11 A job opening that is not filled within ninety (90) days from the first day it is posted shall be rebid prior to being filled unless the Union and the University agree otherwise.
- 16.12 Information about all job openings in the bargaining unit will be posted on the appropriate bulletin boards for at least seven (7) calendar days before action is taken. Upon request, a list of applicants will be available for study by the Union prior to the University awarding the job.
- 16.13 Job classification seniority shall govern among electricians who bid on a High-Tension opening and who are equally able and qualified to per-

form the open job. Electricians will only be eligible to bid on a High-Tension opening if they have been pre-qualified based upon standards previously established by the Union and the University.

The denial of a bid for a High-Tension opening will not be subject to the grievance procedure. The electrician may, however, appeal such a denial to a committee consisting of a Union representative and a University representative. If the two-person committee is unable to agree, they will select a third member of the committee.

- 16.14 An employee reassigned to a different crew within the same Work Group for a period of more than ninety (90) consecutive days will be given seven (7) calendar days notice of the change.

## **ARTICLE 17**

### **Pension Plan and Tax-Deferred Account (TDA)**

- 17.1 Effective December 1, 2000, employees represented by the Union, with the exception of eligible employees who "elected" to remain in the Harvard University Retirement Plans ("Electing Employees") and employees who were on long-term disability on December 1, 2000, shall participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (the "Fund").
- 17.2 Effective December 1, 2000, Union-represented employees shall not receive additional service credit, compensation recognition, or financial contributions for purposes of determining an individual's retirement benefit under the University Retirement Plans. Union-represented employees hired on or after December 1, 2000 are not eligible to participate in the University Retirement Plans.
- 17.3 Effective March 1, 2022, the University will contribute an amount equal to ten (10%) percent of the "eligible compensation" of each participating Union-represented employee. In the event a Union-represented employee becomes disabled (as defined under the University-sponsored disability plan) after July 1, 2005, until the employee either ceases to be disabled or retires (whichever is earlier), the University shall continue to make contributions to the Fund on their behalf based upon the eligible compensation they were receiving at the onset of the disability. The University shall on August 15, 2005 and the fifteenth of each month thereafter (or such later date as the University and Union mutually agree), remit the contribution due to the Fund for the immediately preceding month. The University shall have no obligations with respect to the Fund other than the obligation to make contributions as provided in this Article, except as may be provided by law.
- 17.4 The words "elected," "eligible compensation," and "Electing Employees," are defined in, or to the extent not defined should be in accor-

dance with, the appended Memorandum of Agreement dated November 8, 2000. The terms of such Agreement are controlling with respect to the application and interpretation of this Article 17.

- 17.5 For each member who is in the bargaining unit on the date of ratification, the University will make a one-time contribution of \$850 to a Tax-Deferred Account (TDA). The contributions will be made within 60 business days of ratification. For unit members who do not have an existing TDA, the University will set one up in order to make the \$850 contribution.
- 17.6 Effective January 1, 2023, existing and newly-hired bargaining unit members who have never made a TDA contribution will be automatically enrolled into the University TDA after 60 days of employment. The initial contribution rate will be 3% of eligible compensation deducted on a pre-tax basis. This deferral percentage will increase by 1 percentage point each January 1, up to 10% (not to exceed federal contribution limits). Members who currently contribute to a TDA will not have changes made to their contribution. If members do not make an investment election, contributions to the Plan will default to the Plan's Qualified Default Investment Alternative. Members may opt out of enrollment or change contributions at any time.

## **ARTICLE 18**

### **Benefit Plans**

- 18.1 The Union agrees that the University offered health, dental, retiree medical and life insurance plans, as well as volume discounts and flexible-spending accounts will apply to its members in their entirety for the duration of this collective bargaining agreement. 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. See Memorandum of Agreement on Health Plans for details.
- 18.2 The University 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.

## **ARTICLE 19**

### **Joint Apprenticeship and Training Committee**

- 19.1 There shall be a Joint Apprenticeship and Training Committee consisting of four members representing the Union and four members representing the University. Subject to the applicable provisions of the ba-

sic agreement, the Committee shall establish standards governing the qualifications, training, and upgrading of apprentices and shall evaluate matters concerning those who are enrolled in the pre-apprenticeship training program.

- 19.2 Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. The Committee shall meet when called by either party.
- 19.3 In the event the Joint Apprenticeship and Training Committee is unable to resolve a dispute, the dispute shall be referred to the Union and the University for settlement. Any change in the basic agreement must be made by the Union and the University.

## **ARTICLE 20**

### **Stewards**

The Union shall notify the University of the names of the stewards and other accredited union representatives, and identify the work groups they represent. The University will allow a steward reasonable time off for Union business, and the steward will be paid by the University at the regular straight-time rate for such time lost from work during regular working hours while attending meetings with management representatives (but not in arbitration). Stewards will not interfere with the operations of the Department. In case of any trouble, except as prescribed by the grievance procedure, the steward shall notify immediately the appropriate Union official.

## **ARTICLE 21**

### **Miscellaneous**

- 21.1 There will be a Joint Safety Committee which will have Union-designated members.
- 21.2 Employees will be entitled to use University athletic facilities on the same basis as employees University-wide.

## **ARTICLE 22**

### **Training**

The Department will pay 100% of the costs of courses, training, skill upgrading and seminars whenever, in the sole opinion of management, such training is determined to be in the interests of its current or future operational needs. However, the costs of courses, training, license renewals, skill upgrades or any other activity necessary to maintain an existing license or certification required by an employee's job classification will not be covered by the Department.

## **ARTICLE 23**

### Management Rights

All rights and authority of the University are retained by the University, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. No such rights or authority shall be deemed waived or modified unless the waiver or modification is in writing and signed by the University and the Union. Nothing in this section shall be construed to deny the right of the Union to institute action under the grievance and arbitration provisions of this Agreement in accordance with their terms.

## **ARTICLE 24**

### Grievance Procedure

- 24.1 The purpose of this Article is to establish a procedure for the settlement of grievances, which involve the interpretation, and application of a specific provision of this Agreement. All such grievances will be handled as provided in this Article.
- 24.2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the 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.

Step 1: The aggrieved employee, with or without a Union representative, shall take the grievance to the Supervisor within seven (7) calendar days after the circumstances giving rise to the grievance first occurred. The Supervisor shall give an answer within seven (7) calendar days.

Step 2: If the grievance is not settled in Step 1, it shall be reduced to writing, signed by the aggrieved employee and the Union representative and presented to the Supervisor within seven (7) calendar days. The Supervisor shall add a written answer to the grievance and forward it to the appropriate Manager with a copy to the Union. The appropriate Manager or an authorized representative shall give a written answer within seven (7) calendar days after receipt of the grievance. If requested, a meeting will be held at Step 2 between Union and University representatives.

Step 3: If the grievance is not settled in Step 2, it may be presented in writing by the Union to the Director of Labor and Employee Relations and to the Director of the Department or their designated representatives within seven (7) calendar days after receipt of the answer in Step 2. A meeting of University officials and Union representatives will be held within fourteen (14) calendar days after the receipt of the grievance in

the Office of the Director of Labor and Employee Relations. Within fourteen (14) calendar days after this meeting, the answer for the University will be given in writing by the Director of Labor and Employee Relations or a designated representative.

- 24.3 If the nature of the grievance is such that it cannot be processed in Step 1 or Step 2 the grievance may be initiated in Step 3 by written request setting forth the grievance by a Union representative to the Director of Labor and Employee Relations and the Director of the Department or their designated representatives. The procedure set forth in Section 24.2 will then be followed.

## **ARTICLE 25**

### **Arbitration**

- 25.1 If a grievance involving the interpretation and application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure set forth in Article 24, then the Union may submit such grievance to arbitration by giving written notice thereof to the University not later than fourteen (14) calendar days 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 limit. No questions relating to arbitrability shall be subject to arbitration hereunder.
- 25.2 The choice of arbitrators shall be by agreement of the parties. However, if such agreement has not been reached within seven (7) calendar days after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the Union to the American Arbitration Association for the selection of an arbitrator in accordance with the rules applicable to labor arbitration then obtaining of said Association or Service, as the case may be. 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.
- 25.3 Each grievance shall be separately processed in any arbitration proceeding under this Article unless the parties agree to consolidation.
- 25.4 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from any of the terms of this Agreement.

**ARTICLE 26**  
Light Duty Program

- 26.1 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.
- 26.2 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, and the Disability Claims Unit will evaluate any restrictions, as determined by the employee's physician 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. Employees participating in the Light Duty Program are required to accept any available alternate work assignment for which they are qualified and medically able to perform. If an employee refuses an alternative work assignment or if there is no temporary alternate work available, 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 one hundred twenty (120) 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 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 27

### Family and Medical Leave Act (FMLA) and Massachusetts Small Necessities Leave Act (MSNLA)

- 27.1 Each employee has the right to one (1) unpaid leave of up to twelve (12) weeks within a twelve (12) month period to:
- (1) care for a newborn, a newly adopted or newly placed foster child,
  - (2) care for an employee's child, spouse, or parent who has a serious health condition,
  - (3) deal with a staff member's own serious health condition,
  - (4) or 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
  - (5) for a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, 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
  - (6) 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.
- 27.2 During such leave, the University shall maintain the employee's health benefits and the employee shall be responsible for their portion of any cost for such health insurance.
- 27.3 This leave shall run concurrently with any leave, including paid vacation and sick leave, granted by the University for the purposes of the Act. The Family and Medical Leave Act shall not be interpreted as diminishing any right regarding returning to work as provided in this Agreement.
- 27.4 An employee caring for an ill dependent may use up to six (6) sick leave days per year, as defined in Article 13.2. If more time is needed to continue caring for an ill dependent, the employee must exhaust their vacation time in order to access any remaining sick leave days, not to exceed nine (9) sick leave days. An employee who has no sick leave days remaining is limited to using only vacation or unpaid time.
- 27.5 Eligible employees may use up to twenty-four (24) hours of unpaid Massachusetts Small Necessities Leave (MSNLA) time during any 12-month period for any of the following purposes:
- (a) to participate in school activities directly related to the educational advancement of an employee's son or daughter, such as parent-teacher conferences or interviewing for a new school;
  - (b) to accompany an employee's son or daughter to routine

- (c) medical or dental appointments;  
to accompany an employee's elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes;
- (d) to deal with any other condition covered by the MSNLA in a manner consistent with the provisions of the Act and the University's legal obligations.

27.6 Definitions for the purposes of this section are as follows:

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

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

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

## **ARTICLE 28**

### **Discipline**

28.1 Any discharge or other disciplinary action under this Agreement (other than of a probationary employee) shall be subject to the grievance and arbitration provisions of this Agreement in accordance with their terms.

28.2 An employee who reasonably believes an interview with a member of management may result in discipline or discharge will, upon request either before or during the interview, be permitted to have an accredited union representative present at the interview. An employee will be notified prior to a scheduled interview if it is anticipated that discipline or discharge may result from the interview.

## **ARTICLE 29**

### **Legal Conflicts**

If any applicable Federal or State law or any applicable court or administrative order or ruling conflicts with any provision of this Agreement, the provision so affected shall be made to conform to the law, order or ruling.

ing, and otherwise the Agreement shall continue in full force and effect.

### **ARTICLE 30**

#### Total Disability Plan

All employees must participate in the University's Long Term Disability Plan as a condition of employment. Required employee contributions to that Plan will be deducted from each employee's paycheck.

### **ARTICLE 31**

#### Wages

- 31.1 The minimum straight-time hourly wage rates set forth below are effective as of the dates indicated and reflect the following agreed upon wage increases:



ATC Wages 2021-2026							Year 1	Year 2	Year 3	Year 4	Year 5
Part Time PTS Driver											
(Passenger Transport Driver w/CDL)											
Start							\$22.73	\$23.42	\$24.18	\$24.90	\$25.65
After 1 Year							\$25.76	\$26.53	\$27.40	\$28.22	\$29.06
After 2 Years							\$28.80	\$29.66	\$30.63	\$31.55	\$32.49
After 3 Years							\$30.29	\$31.20	\$32.22	\$33.18	\$34.18
PTS Driver (Passenger Transport Driver no CDL)							\$26.97	\$27.78	\$28.69	\$29.55	\$30.43
Part Time PTS Driver											
(Passenger Transport Driver no CDL)											
Start							\$20.20	\$20.81	\$21.49	\$22.13	\$22.79
After 1 Year							\$22.90	\$23.59	\$24.36	\$25.09	\$25.84
After 2 Years							\$25.59	\$26.36	\$27.21	\$28.03	\$28.87
After 3 Years							\$26.97	\$27.78	\$28.69	\$29.55	\$30.43
Driver I (Delivery Driver II, Stockroom Driver)							\$29.75	\$30.64	\$31.64	\$32.59	\$33.57
Recycling Services Driver							\$32.33	\$33.30	\$34.39	\$35.42	\$36.48
VIP Driver							\$33.05	\$34.04	\$35.15	\$36.20	\$37.29
Lead Delivery Driver							\$33.13	\$34.12	\$35.23	\$36.29	\$37.38
Property Maintenance Worker I							\$26.20	\$26.99	\$27.87	\$28.70	\$29.56
Property Maintenance Worker II							\$30.29	\$31.20	\$32.22	\$33.18	\$34.18
Horticulturist							\$39.15	\$40.33	\$41.64	\$42.89	\$44.18

<b>ATC Wages 2021-2026</b>									
				Year 1			Year 2		
Workstation Operator A	14	Straight 8		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Workstation Operator B				\$37.39	\$38.51	\$39.76	\$40.96	\$42.19	\$43.45
Dispatcher				\$31.16	\$32.10	\$33.14	\$34.14	\$35.16	\$36.22
HVAC Worker	15	Eight and 1/2		\$30.52	\$31.44	\$32.46	\$33.43	\$34.43	\$35.47
Plumber	16	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Locksmith	17	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Steamfitter	18	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Control Mechanic	19	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Machinist	21	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Refrigeration Mechanic	22	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Fire Mechanic *	23	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Steam Plant – Operating Engineer	24	Straight 8		\$49.22	\$50.70	\$52.34	\$53.92	\$55.53	\$57.20
Steam Plant – Auxiliary Engineer	25	Straight 8		\$46.68	\$48.08	\$49.64	\$51.13	\$52.67	\$54.25
Steam Plant – Instrumentation & Control Tech	26	Straight 8		\$54.80	\$56.44	\$58.28	\$60.03	\$61.83	\$63.68
Steam Plant - Maintenance Mechanic	27	Straight 8		\$50.51	\$52.03	\$53.72	\$55.33	\$56.99	\$58.70
Sprinkler Fitter *	28	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Generator Mechanic	29	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34
Fire Suppression Technician	30	Eight and 1/2		\$45.04	\$46.39	\$47.90	\$49.34	\$50.82	\$52.34

\*those who bid and accept a continuous Off Shift will work Straight 8 hours

- 31.2 An employee who is promoted into a new classification that has wage step increases shall be placed at the step of the new classification necessary to provide a wage increase. Nothing in this article shall prevent the University from granting increases more frequently if, in the judgment of management, they are merited.
- 31.3 Employees in the Working Foreperson classification are to take charge of any job at their regular pay.
- 31.4 When several employees work together as a group and the supervisor considers that a Working Foreperson is needed for a particular job, the supervisor may designate one of the crew as a temporary Working Foreperson. In such cases, and also whenever an employee is in charge of five (5) employees besides himself or herself, the employee shall receive the appropriate Working Foreperson rate for the job.

## **ARTICLE 32**

### **No Strikes or 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 33**

### **Licenses**

For all positions requiring licensure, including but not limited to positions requiring a driver's license, it is the employee's responsibility to maintain the required license in active and satisfactory status. The University may periodically conduct license checks.

## **ARTICLE 34**

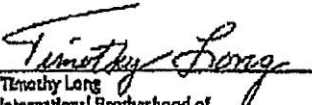
### **Duration and Amendment of Agreement**

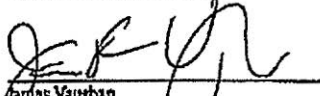
- 34.1 This Agreement shall become effective on December 8, 2021 for a period of five years beginning with said date (the expiration date of said period being defined as the "normal expiration date"), and shall remain in effect thereafter unless and until it is terminated by either the University or the Union upon at least thirty (30) days' written notice of termination given to the other and specifying the date of termination (which shall not be prior to the normal expiration date). Such termination notice may be given either prior to or after the normal expiration date. Either party desiring to negotiate changes in this Agreement shall notify the other in writing at least ninety (90) days prior to the normal expiration date, but such negotiating notice shall not serve to terminate this Agreement.


- 34.2 Any amendment to the Agreement must be executed by a representative of each signatory union, and any ratification votes will be by the unit as a whole.

FOR THE AREA TRADES COUNCIL:

  
Michael Cannistraro  
International Union of Operating Engineers,  
Local 877

  
Timothy Long  
International Brotherhood of  
Electrical Workers, Local 103

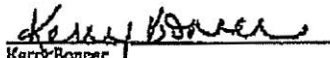
  
James Vaughan  
The Plumbers and Gasfitters  
Local Union No. 12


  
Michael Davey  
New England Regional Council of Carpenters  
NASRCC

FOR THE PRESIDENT AND FELLOWS OF  
HARVARD COLLEGE:

  
Paul Curran  
Director, Labor and Employee Relations

  
Kristina Acosta  
Director, Harvard Human Resources

  
Kerry Bonner  
Associate Director, Labor and Employee Relations

  
Etta Brown  
Senior Labor and Employee Policy Analyst



## APPENDIX A: Harvard University Paid Leave Policy for Union Employees

Effective January 1, 2021 and July 1, 2021, the State of Massachusetts Paid Family Medical Leave law (MA PFML) will require most employers to provide job protected paid leaves of absence to their eligible employees under certain circumstances. In accordance with the law, the University will provide these paid leaves to all of its unionized employees as described below.

Effective January 1, 2021 employees will be eligible for job protected paid leaves as follows:

- (a) Employees will continue to be eligible for Short-Term Disability benefits for up to twenty-six (26) weeks if they meet the eligibility criteria under the program. Employees with less than seven (7) years of University service will receive seventy-five percent (75%) of base pay. Employees with seven (7) or more years of University service will receive one-hundred percent (100%) of their base pay.
- (b) Employees may be eligible for up to twenty (20) weeks of job protected, paid leave for their own serious medical condition which does not meet the eligibility criteria for Short-Term Disability benefits but that meets the eligibility criteria for MA PFML. Employees will receive benefits based on the calculation for the state required minimum. Benefits are not to exceed the maximum weekly benefit as determined by the state.
- (c) Employees may be eligible for up to twelve (12) weeks of job protected, paid bonding leave within the first twelve (12) months of birth, adoption/foster placement of a child.
  - a. For four (4) weeks, employees with seven (7) or more years of University service will receive one-hundred percent (100%) of their base pay. Employees with less than seven (7) years of University service will be eligible to receive seventy-five percent (75%) of their base pay and can supplement with vacation, personal or compensatory bank time. Sick time may not be used to supplement bonding leave.
  - b. For the remaining seven (7) weeks, employees will receive benefits based on the calculation for the state required minimum. Benefits are not to exceed the maximum weekly benefit as determined by the state.

Employees are eligible for up to twelve (12) weeks of bonding leave in addition to the maternity leave benefits available under the University's Short-Term Disability program.

- (d) Employees may be eligible for job protected, paid family leave related to care for a service member:

- a. Up to twenty-six (26) weeks to care for a family member who is a covered service member undergoing medical treatment, etc.
- b. Up to twelve (12) weeks for "any qualifying exigency" stemming from a family member's active duty or impending call to active duty in the Armed Forces.

Eligible family members are defined by the MA PFML. Employees will be eligible to receive benefits based on the calculation for the state required minimum. Benefits are not to exceed the maximum weekly benefit as determined by the state.

Effective July 1, 2021, employees will be eligible for job protected, paid leave as follows:

- (a) Employees may be eligible for up to twelve (12) weeks of job protected paid leave to care for a family member with a serious health condition. Eligible family members are defined by MA PFML. Employees will be eligible to receive benefits based on the calculation for the state required minimum. Benefits are not to exceed the maximum weekly benefit as determined by the state.

All newly hired and rehired employees must complete the state required acknowledgement form within thirty (30) days of their first day of work.

Employees who are eligible for the above listed paid leaves must provide the required documentation to the University or its designated TPA in order to receive benefits. Employees may contact their local HR office or leave coordinator for assistance.

There will be a seven (7) day waiting period before paid leaves begin, except when followed by medical leave of a birth mother. During this time, employees may choose to either go unpaid or they may use their accrued sick, vacation or personal time if applicable to the leave type.

Accrued sick, vacation or personal leave may be used in lieu of paid leave but will not extend the duration of the leave and pay may not be supplemented with paid time off unless otherwise noted.

The paid leave types listed above will be coordinated by the University and its designated TPA. All paid leaves listed above may run concurrently with the Federal Family Medical Leave Act (FMLA), which pertains to employees who meet the eligibility criteria of one thousand two hundred fifty (1,250) hours worked in the previous twelve (12) month period and one (1) year of service. All leaves combined may not exceed twenty-six (26) weeks per year.

## Memorandum of Agreement on Health Plans

### Active Health In-network members costs

<u>Annual Deductible</u>	Existing	Effective Jan 1, 2017	Effective Jan 1, 2018
<u>OOP Max</u> <i>Individual / Family</i>	\$2,000/ \$6,000	\$2,000/ \$6,000	\$2,000/ \$6,000
Inpatient Hospital	No cost	\$100	\$100
Outpatient Hospital	No cost	\$100	\$100
Emergency Room	\$75	\$100	\$100
Preventive Care	No cost	No cost	No cost
Office Visits - PCP	\$20	\$20	\$25
Office Visits - Specialist	\$20	\$20	\$25
High Tech Imaging	No cost	\$50	\$50
Diagnostic Labs/Xrays	No cost	No cost	No cost

**Prescriptions:** Status quo from current plan

\$7 - Generic

\$20 - Preferred

\$45 - Non-preferred

POS/PPO - Effective January 1, 2017 Eliminate PPO

### Out of Network costs

Member paid coinsurance	30% (from 20%)
<u>Annual Deductible</u>	\$750/ \$2,500
<i>Individual / Family</i>	Same as current
<u>OOP Max</u>	\$2,500 / \$7,500
<i>Individual / Maximum</i>	Same as current

Dental - Dental alignment consistent with non-union and faculty effective 1/1/2017. (TA)

**Co-pay Reimbursement Plan  
With \$20 copay.  
Effective January 1, 2017**

1/1/17	OV Copay Thresholds		Rx Copay Thresholds		IP/OP/ER/ HTI Copay Thresholds	
	<\$75k	\$75k+	<\$75k	\$75k+	<\$75k	\$75k+
Single	180	360	500	1,000	300	600
Family	440	880	1000	2000	450	900
A total of nine visits. At 10 <sup>th</sup> visit member would start to submit reimbursement receipts.						

**With \$25 copay  
Effective January 1, 2018**

1/1/18	OV Copay Thresholds		Rx Copay Thresholds		IP/OP/ER/ HTI Copay Thresholds	
	<\$75k	\$75k+	<\$75k	\$75k+	<\$75k	\$75k+
Single	225	450	500	1,000	300	600
Family	550	1,100	1,000	2,000	450	900
A total of nine visits. At 10 <sup>th</sup> visit member would start to submit reimbursement receipts.						

**Premium Salary Tiers-Effective Jan 1, 2017 (TA)**

Income Tier (FTE)	Member contribution
\$0--\$55,000	13%
\$55,000-\$75,000	15%
\$75,000 - \$100,000	20%
\$100,000 and above	25%

**Premium Salary Tiers-Effective Jan 1, 2023\* (TA)**

Income Tier (FTE)	Member contribution
\$0 - \$59,999	13%
\$60,000 - \$79,999	15%
\$80,000 - \$99,999	20%
\$100,000 and above	25%

### Premium Salary Tiers-Effective Jan 1, 2024\* (TA)

Income Tier (FTE)	Member contribution
\$0 - \$59,999	13%
\$60,000 - \$79,999	15%
\$80,000 - \$109,999	20%
\$110,000 and above	25%

\* As in the past, the University's percentage contribution shall be based on the lowest priced health insurance plan offered by the University during a plan year.

#### Post Retiree Health

Medex Alignment consistent with non-union and faculty, effective 1/1/2017.  
Post Retiree Health consistent with changes for non-union and faculty  
1/1/2014, implementation date 1/1/2016, effective January 1, 2016.

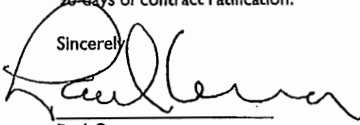
November 9, 2022

Michael Cannistraro  
Local 877  
89 Access Road, Unit 4  
Norwood, MA 02062-5233


Dear Mr. Cannistraro:

This letter will confirm that during the 2021 collective bargaining agreement negotiations, the parties agreed that representatives from the University and the Union will address the progression of Property Maintenance I to Property Maintenance II and Mailroom Staff Driver I to Lead Delivery Driver in a Labor-Management meeting within 90 days of contract ratification.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Curran", written over a horizontal line.

Paul Curran  
Director of Labor Relations

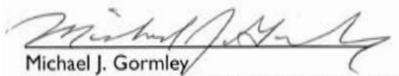
A handwritten signature in black ink, appearing to read "Michael Cannistraro", written over a horizontal line.

Michael Cannistraro  
International Union of  
Operating Engineers, Local 877


**Memorandum of Agreement for Part Time Scheduling of Mail Delivery Drivers  
Effective July 1, 2016**

Up to a maximum of two (2) mail delivery drivers (new hires) may work a part-time schedule consisting of sixteen (16) hours per week. Part-time mail delivery drivers who work sixteen (16) hours or more per week shall, on a pro-rated basis, receive vacation, sick leave and holiday benefits, and are eligible to participate in the University's health insurance plan with contributions based on the full time equivalent (40 hours) salary. In the event of layoff, part-time mail delivery drivers will be selected before full-time mail delivery drivers.

FOR THE AREA TRADES COUNCIL:

  
Michael J. Gormley  
International Union of Operating Engineers  
Local 877

FOR THE PRESIDENT AND FELLOWS  
OF HARVARD COLLEGE:

  
Paul Curran  
Director, Labor and Employee Relations

March 18, 2008

Mr. Allen McWade Local 877  
International Union of Operating Engineers  
89 Access Road- Unit 4  
Norwood, MA 02062-5233

Dear Allen:

This shall be considered a letter of agreement with regard to the Transportation Services group within the University Operations Services department at Harvard University. This Letter of Agreement supersedes and replaces the letter dated October 16, 2000 and all prior letters on this topic and becomes the sole governing document.

The University will establish six (6) Fleet Mechanic classifications set forth in Article 31 of the parties' collective bargaining agreement as outlined below:

Certification Level	Experience	Certifications	Rate as of 12/8/2007
Lead			\$32.40
ASE Master Certification	<ul style="list-style-type: none"><li>• Five (5) years industry experience</li><li>• Three (3) Years Harvard University Experience</li></ul>	Two (2) Master Certifications ( <i>requires completion of all eight (8) ASE courses within a particular category</i> ); <i>plus an additional Seven (7) other certifications- minimum</i> <ul style="list-style-type: none"><li>• <i>Three (3) Medium/Heavy Truck;</i></li><li>and</li><li>• <i>Two (2) Bus</i></li></ul>	\$27.74
ASE Certified III	<ul style="list-style-type: none"><li>• Five (5) years industry experience</li><li>• Two (2) Years Harvard University experience</li></ul>	Nine to twelve (9-12) ASE Certifications- <i>Minimum</i> <ul style="list-style-type: none"><li>• <i>Three (3) Automotive ;</i></li><li>• <i>Three (3) Medium/Heavy Truck;</i></li><li>and</li><li>• <i>Two (2) Bus</i></li></ul>	\$25.74



ASE Certified II	<ul style="list-style-type: none"> <li>• Five (5) years industry experience</li> <li>• One (1) Year Harvard University experience</li> </ul>	Six to Eight (6-8) ASE Certifications - <i>Minimum</i> <ul style="list-style-type: none"> <li>• <i>Two (2) Auto/Light Truck;</i></li> <li>• <i>Two (2) Medium/Heavy Truck</i></li> </ul>	\$23.74
ASE Certified I (minimum requirements for all current employees within the former Auto Mechanic B Classification)	Five (5) years industry experience	Minimum of four (4) ASE Certifications	\$21.74
Assistant	Trade School experience or 1-2 yrs related experience	No certifications required	\$15.09

The following requirements and considerations will apply to employees in these classifications:

1. Mechanics must present proof of certifications and will be required to maintain certifications at each level in order to retain that classification .
2. CDL is required for all Fleet Mechanic classifications from ASE II through Lead and must be obtained by 6/30/2008.
3. Harvard will pay a one-time bonus of \$500 upon obtaining a CDL.
4. Harvard reserves the right to substitute Vendor Authorized Training for a like ASE Certification.
5. Harvard reserves the right to determine future staffing levels in each classification on a going forward basis.

The University has agreed that employees hired into the above referenced classifications continue to be members of Local 877 International Union of Operating Engineers for purposes of applying all provisions of the collective bargaining agreement.

Finally, the Union has agreed that this agreement is being made without precedent and cannot be used as a basis of a claim against the University either present or future by any other members represented by Local 877 International Union of Operating Engineers. If the foregoing accurately reflects your understanding of our agreement, please execute this agreement under the words Accepted and Agreed.

Very truly yours,

Mary E. Maloley  
Mary E. Maloley 5/23/08

Accepted and Agreed by the Union:

Allen McWade 4/1/08  
Allen McWade Date

December 5, 2007

Allen McWade, President  
Area Trades Council  
89 Access Road, Unit 4  
Norwood, MA 02062-5233

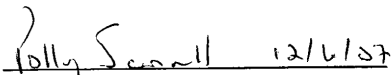
Dear Mr. McWade:

This letter will confirm that during the 2007 collective bargaining agreement negotiations, the parties acknowledged and agreed to the following:

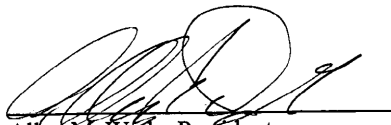
- A new steam turbine is being installed, to replace steam turbine #3, and is scheduled to go into operation at the Blackstone Steam Plant on or about April of 2008.
- As a result of this transition, the University has been advised by the Massachusetts Department of Public Safety that Operating Engineers working at the Blackstone Steam Plant will be required to hold a 2<sup>nd</sup> Class Engineer License in order to operate the turbine from the control room.
- As a result, Operating Engineers working at the Blackstone Steam Plant will be required to obtain a 2<sup>nd</sup> Class Engineer License and to maintain the license as required thereafter. To facilitate this transition, Operating Engineers will have until November 1, 2008 to obtain a 2<sup>nd</sup> Class Engineer License. Operating Engineers that have not obtained a 2<sup>nd</sup> Class Engineer License by November 1, 2008 can no longer hold this position after this date. The University will work with that employee and the Union to resolve the issue on a case by case basis.
- In connection with this requirement, the University will pay for any course work required in connection with obtaining the 2<sup>nd</sup> Class Engineer License by November 1, 2008 for both current Operating Engineers and Auxiliary Engineers working at the Blackstone Steam Plant.

If the foregoing is an accurate reflection of your understanding and acceptance of this agreement, please sign below.

Sincerely,

 12/6/07

Polly Scannell, Deputy Director  
Office of Labor Relations



Allen McWade, President  
Area Trades Council

January 6, 2004

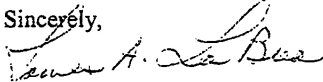
Allen McWade, President  
Area Trades Council  
89 Access Road, Unit 4  
Norwood, MA 02062-5233

Dear Mr. McWade:

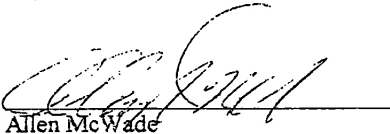
This side letter will confirm that in the event the University directly employs, on its payroll, structural trades, the Area Trade Council shall represent the following tradespersons: Painter, Carpenter, Millman, Shademan, Upholsterer, Sheetmetal Mechanic, Mason, Plasterer, and Roofer.

If the foregoing is an accurate reflection of your understanding and acceptance of this agreement please sign below.

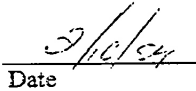
Sincerely,



James A. LaBua  
Deputy Director of Labor and Employee Relations



Allen McWade  
President, Area Trades Council

  
Date

## Memorandum of Agreement Passenger Transport Services

This Memorandum of Agreement will confirm that the Area Trades Council ("Union") and Harvard University ("University") agree that the following terms are applicable to UOS Passenger Transport Services (PTS):

### Work Schedules

The starting times for employees in PTS shall be established within the following time periods:

Shift	Normal Starting Time	Starting Time Range
First	7:30 a.m.	5 a.m. – 9 a.m.
Second	4 p.m.	3 p.m. – 7 p.m.
Third	7 p.m.	7 p.m. – 3 a.m.

An employee, whose regular shift begins no earlier than 3:00 p.m. or later than 6:59 p.m. shall receive a shift differential of eighty-five cents (\$0.85) per hour for all hours worked on such shift.

An employee whose regular shift begins no earlier than 7:00 p.m. or later than 3 a.m. shall receive a shift differential of one dollar and forty-five cents (\$1.45) per hour for all hours worked on such shift.

PTS may post positions consisting of two split shifts per day for Seasonal Drivers ("39 week employees") during the summer season only (defined as Commencement through the start of the academic year, but in no event more than 13 weeks in duration) for which Seasonal Drivers may bid.

The workday for day PTS Van Drivers (i.e, those assigned to the First Shift) shall consist of Eight and One-Half hours as defined in Article 6.2 of the Agreement.

### Job Openings

When an opportunity for promotion to a job with the same or higher wage rate within PTS occurs, seniority within the affected classification category shall govern among employees who bid on the position and who are equally able and qualified to perform the job.

If there is no bid by an employee from the PTS group, who is able and qualified to perform the job, employees within the bargaining unit may apply for the PTS opening, providing they are able and qualified to perform the job. All bidders must meet eligibility requirements for the position on the date of the bid(s). For clarification purposes, the grid below establishes the seniority order for PTS openings

Passenger Transport Driver - CDL Required (Bus Driver)		Passenger Transport Driver - Non CDL Required (Van Driver)	
1.	Other Full Time Bus Drivers that work different shift or have different days off	1.	Other Full Time Van Drivers that work different shift or have different days off
2.	Full Time Van Drivers who have a CDL	2.	Part Time Van Drivers
3.	Part Time Bus Drivers	3.	Part Time Bus Drivers
4.	Part Time Van Drivers who have a CDL		

#### Part-Time Drivers

Part-time PTS drivers who are regularly scheduled to work 20 hours or less per week shall, on a pro-rata basis, receive vacation, sick leave and holiday benefits. Part time drivers should not be regularly scheduled to work more than 20 hours per week

Drivers who work sixteen (16) hours or more per week are eligible to participate in the University's health insurance plans and contributions will be based on the full time equivalent (40 hours) salary.

#### Seasonal Drivers

A seasonal driver is defined as a PTS driver who has an opportunity to work a minimum of 39 weeks, but less than 52 weeks in a fiscal year. Such drivers shall be carried on their respective seniority lists. Consistent with operational needs, PTS will make every reasonable effort to minimize the number of seasonal positions.

#### Overtime and Premium Pay

Overtime shall first be offered to Passenger Transport Services employees within their respective job classification. Once the job classification overtime list is exhausted, overtime shall then be offered to qualified full-time employees in PTS and then within the classification category and then to qualified part-time drivers.

#### Holidays

During the time the University closes for holidays and recesses, Passenger Transport Services' seasonal and part-time employees may choose to take an unpaid leave of absence or may use their accrued vacation time. In order to qualify for holiday pay you must work within the week the holiday occurs. The rate of pay for each of the holidays will be one fifth (1/5) of the total regularly scheduled weekly hours.

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:

Billy Scowall 12/6/27  
For the University

[Signature]  
For the Union

## **Pension Plan Memorandum of Agreement**

This agreement is entered into this 8<sup>th</sup> day of November 2000 between Harvard University (hereinafter referred to as the "University") and the International Union of Operating Engineers Local 877, Plumbers and Gasfitters Local 12, International Brotherhood of Electrical Workers Local 103 and New England Regional Council of Carpenters Local 51, jointly (hereinafter collectively referred to as the "Union").

Effective December 1, 2000, the University shall take such actions, including any plan amendments or employee notifications (such as notices required under section 204(h) of the Employee Retirement Income Security Act of 1974, as amended) as are necessary, to discontinue future benefit accruals, continuing service credit, and compensation recognition under the Harvard University Retirement Plan (the "Retirement Plan") and the Harvard University Defined Contribution Retirement Plan (the "Defined Contribution Plan", and together with the Retirement Plan, the "University Plans") with respect to University employees who are represented by the Union. Notwithstanding the foregoing, a Union-represented employee who (i) will become eligible for either early retirement under the Retirement Plan (i.e., age 55 and 10 years of service) or normal retirement under the Retirement Plan (i.e., upon attaining age 65) before December 1, 2001 (assuming for this purpose only that the individual's employment continues from December 1, 2000 through November 30, 2001) and (ii) agrees to retire from the service of the University on a date before December 1, 2001, may elect not to have the retirement benefit changes described herein apply to him or her.

Except for (i) Union-represented employees who are eligible to elect not to have retirement benefit changes set forth in this agreement apply to him or her (as described in the preceding paragraph) and who effectively make such an election (as described below) ("Electing Employees"), and (ii) Union-represented employees who are on long-term disability on or before December 1, 2000 (until such long-term disability ends and active employment with the University resumes), Union-represented employees shall not receive additional (or, with respect to a future Union-represented employee, shall not receive any) service and recognition of compensation under the University Plans for purposes of determining the individual's retirement benefit under such University Plans.

As a result, unless provided otherwise above, Union-represented employees will cease to receive contribution credits under the University Plans. For employees hired prior to July 1, 1996 who are eligible for certain grandfathered retirement formulas under the Retirement Plan, the applicable formulas shall be applied based on the individual's eligible service and compensation only up to November 30, 2000.

In order to elect not to have the retirement benefit changes described herein apply to him or her, an Electing Employee must submit written notification of such election and of his/her agreement to retire so that they are received by the Benefit Service Group of the University on or before December 15, 2000. The



form of written notification and agreement shall be specified by the University and shall include a general release of claims (including, but not limited to, claims arising under the Age Discrimination in Employment Act) to be signed by the Electing Employee. An individual who elects not to have the benefit changes apply may revoke his or her election up to the 7<sup>th</sup> day after the submission of the election. Copies of each such election shall be furnished to the Union.

Union-represented employees who become such after November 30, 2000 will not participate in the University Plans, and the University will amend the University Plans accordingly.

In lieu of additional (or future) benefits, accruals, contributions, recognition of compensation, and service credit under the University Plans, employees represented by the Union, with the exception of Electing Employees and employees who are on long-term disability on December 1, 2000, will be eligible to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (the "Fund") subject to and in accordance with the eligibility requirements of the Fund effective December 1, 2000. For periods after November 30, 2000, the University will contribute an amount equal to 8.5 percent of the eligible compensation of each participating Union-represented employee (but not including Electing Employees) to the Fund. In the event such a Union-represented employee becomes disabled (as defined under the University-sponsored disability plan) after December 1, 2000, until the employee either ceases to be disabled or retires (whichever is earlier), the University shall continue to make contributions to the Fund on his/her behalf based upon the eligible compensation he/she was receiving at the onset of the disability. The University shall, on January 15, 2001 and the fifteenth of each month thereafter (or such later date as the University and Union mutually agree), remit the contribution due to the Fund with respect to the immediately preceding month; provided that other than the making of the required contributions, the University shall have no other obligation with respect to the Fund, or to the payment of any benefits by the Fund.

For purposes of the preceding paragraph, "eligible compensation" means all University-paid compensation as shown on University records, including regular base salary or wages, payments in lieu of base salary increases, Harvard Summer School Salary, summer research salary, Harvard Extension School salary, vacation pay, pay received from the University while on an Excused Absence as defined in the collective bargaining agreement, and other additional compensation (such as payments for special projects), but excluding University-paid housing allowances, overtime pay, mortgage subsidies, awards, prizes, honoraria, imputed income, lump-sum vacation payments paid in connection with a termination of service, severance and contributions or benefits under any employee benefit plan. Eligible compensation shall be determined without taking into account any salary reduction under section 125, 132(f) or 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be limited to \$170,000 (or such larger amount as the Secretary of the Treasury may determine for any given plan year under section 401(a)(17) of the Code).

For as long as Union-represented employees participate in the Fund pursuant to this agreement, such employees will continue to receive vesting service credit under the University Plans during their continued employment with the University.

The University reserves the right to amend the University Plans; provided, however, that no future substantive economic amendments made to the plans will apply during the term of this agreement to the employees represented by the Union other than those amendments currently identified and accepted in this agreement or those amendments subsequently agreed to by both the University and the Union.

This agreement shall terminate upon the earlier of the termination of the collective bargaining agreement between the Union and the University from which this memorandum of agreement arises or the mutual agreement of the Union and the University.

For the Union

For the Union

Mary Maloley 11800

Amorpha 11-8-62

Rec'd Mr. J. J. 11-8-00

John P. Dumas 11/8/00

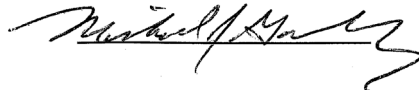
## Memorandum of Understanding

The parties agree to form a committee in order to incorporate relevant portions of the Memorandum of Understanding 1995 and the Letter of May 24, 1990 into Article 15, Layoff and Recall, and to clarify Article 15, Layoff and Recall. The committee will be comprised of three union representatives and three University representatives.

For the University

A handwritten signature in cursive script that reads "Bill Murphy". The signature is written in black ink and is positioned above a horizontal line.

For the Union

A handwritten signature in cursive script that reads "Michael J. Murphy". The signature is written in black ink and is positioned above a horizontal line.

## **Memorandum of Understanding 1995**

This follows up and confirms our recent discussion regarding the Parties' Proposal to modify the May 24, 1990 Side Letter to the current Collective Bargaining Agreement. This memorandum supersedes all prior letters on this topic and becomes the sole governing document. Specifically, it replaces the Side Letter of August 21, 1992 and incorporates the letter of clarification dated April 5, 1992.

This modification will exclude for the provisions of the Side Letter each new hire into the Bargaining Unit for a period of three (3) years from the time of his/her employment. The three (3) year period will include, upon rehire, any period of layoff shorter than the period of previous Harvard Employment in the Bargaining Unit. This modification is not intended to supplant the disciplinary process.

The following understandings apply to this agreement:

1. The University recognizes that the Unions have as their objective in this agreement increased employment of their membership. The Unions also recognize the University's objective of employing the best qualified people, as well as its need to comply with State and Federal laws and regulations. To that end, the parties will develop processes whereby the Union will be guaranteed the opportunity to refer qualified applicants for open Bargaining Unit positions, and the University will be guaranteed a competitive applicant selection process. The parties will work together to maximize these objectives.
2. The Unions and the University recognize that existing labor agreement allows three types of employees:
  - a. Casual Employees: Short term (less than 90 days) employees without benefits. The University may use these employees to fill short term vacancies in its existing staff to meet short term business requirements.
  - b. Temporary Employees: Benefited employees not in permanent positions and with less than three years service (subject to layoff). The University may use these employees to fill long term vacancies or to meet lengthier business requirements.
  - c. Permanent Employees: Benefited employees in permanent positions or any employee with more than three years service. Permanent employees with less than three years service are also subject to layoff.
3. Both the Unions and the University recognize the joint benefit this flexible workforce provides.
  - a. The University agrees to hire as Temporary Employees and provide

benefits to all casual employees on their ninety-first consecutive day of employment. The University, at its option, may hire as Temporary Employees and provide benefits to casual employees prior to the ninety-first day when the University can project extended need for the employee. The University and the Union may mutually agree to deviate from this procedure on individual cases.

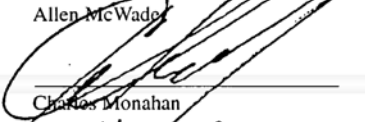
- b. The Unions agree that the University can hire Casual and Temporary Employees as outlined above without posting these positions and that the University may reassign these Casual and Temporary Employees to meet business requirements. The University agrees to post these positions when the University determines the requirement for these positions becomes permanent.
4. The Unions and the University jointly agree that employees eligible to return from long term disability whose former positions have been filled by a permanent employee will be assigned to any available vacant position within their classification or, if no vacant positions exist, to the position occupied by the junior member of that trade classification.
5. Temporary employees shall receive all other benefits of the current Labor Agreement and be covered by all other provisions including the ninety (90) day probationary period which begins the first day of benefits eligibility.
6. If management determines that a reduction in the work force is necessary, employees shall be laid off by seniority and must be recalled in reverse orders.
7. The three (3) year period will include any period of layoff shorter than the period of previous Harvard employment, including casual employment, in the Bargaining Unit, i.e., if a Unit member has worked six (6) months, is laid off for five (5) months, and is recalled, the Unit member would come back with eleven (11) months' service toward the three (3) year period.
8. A break in seniority shall be any period greater than the service defined as above up to twenty-four (24) months or a refused recall consistent with Article 15.7 of the current Collective Bargaining Agreement.
9. At the expiration of the three (3) year period, contingent upon conformance with the above outlined provisions, the employee will be credited three (3) years of seniority whether or not a period of layoff occurred. This provision does not apply to pension calculations.

This Memorandum of Understanding is valid through the term of the current "Agreement" between Harvard University and the "Unions".

  
Allen McWade

Date

8/1/95

  
Charles Monahan

Date

8-2-95

  
Harvey Finegan

Date

8/2/95

  
David Dow

Date

8/3/95

  
Mary Maloney

Date

7/28/95

May 24, 1990

**Mr. Harvey Fleitman**

Business Agent  
Plumbers and Gasfitters,  
Union 12  
1240 Massachusetts Ave.  
Boston, MA 02125

**Mr. Andris J. Silins**

Business Manager  
Boston District Council Local  
of Carpenters  
25 Drydock Avenue  
Boston, MA 02210

**Mr. Richard Gambino**

Business Agent  
International Brotherhood of  
Electrical Workers,  
Local 103  
256 Freeport Street  
Dorchester, MA 02122

**Mr. Allen R. McWade**

President & Business Manager  
International Union of  
Operating Engineers,  
Local 877, AFL-CIO  
89 Access Road, Unit 4  
Norwood, MA 02062-5233

Dear Mr's. Fleitman, Gambino, Silins, and McWade:

If the layoff of bargaining unit employees would be the direct result of implementing a decision by the University to contract out maintenance work normally performed by bargaining unit employees, the University will not contract out such work.

Sincerely,

*Signature on file in Labor Relations, OHR*

Vivienne A. Rubeski  
Director of Labor Relations

May 10, 1978  
Mr. Edward F. McManus  
President  
Maintenance Trades Council  
303 Freeport Street  
Dorchester, MA 02122

Dear Mr. McManus:

During our recent negotiations, the University and the Union agreed to the following provisions which are intended to help avoid temporary layoffs and to recognize both the rights of the University to assign to employees the work to be performed and the interests of employees in limiting temporary assignments:

1. Any temporary assignment is subject to the condition that the temporarily assigned employee and the remaining employees must have the ability to perform the work required in a satisfactory manner.
2. The University may temporarily assign an employee for a period not to exceed 3 consecutive working days to perform work not regularly performed by employees in his/her classification. This 3 day limitation may be extended by agreement of the University and the Union. Unless otherwise agreed, employee(s) in the job classification from which the assignments are being made who have the least group seniority shall be selected for such temporary assignment(s) expected to last more than 3 consecutive work days. Any employee who has been on such temporary assignment for 15 consecutive working days or more may notify the University that he/she elects to be laid off and, if not reassigned to work normally performed by employees in his/her classification within 10 working days, he/she shall be laid off.
3. If a temporary assignment is to perform work normally performed on a regular basis only by employees in a higher rated classification and lasts beyond one work day, the employee will be paid the higher rate of pay for the entire length of the assignment. If a temporary assignment is to perform work normally performed on a regular basis by a lower rated classification, the employee will continue to be paid his/her normal rate of pay during the assignment.

Sincerely,

*Signatures on file in Labor Relations, OHR*

Edward W. Powers  
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