

AGREEMENT

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HARVARD UNIVERSITY

and

HARVARD UNIVERSITY SECURITY GUARDS,  
PARKING AND MUSEUM GUARDS UNION

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Effective

July 9, 1999 – June 30, 2003

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A – I

Agreement made this 9th day of July, 1999 by and between The President and Fellows of Harvard College, their subsidiaries, their successors, and assigns, hereinafter called the "University" and Harvard University Security, Parking and Museum Guards Union, hereinafter called the "Union." This agreement supersedes all previous Agreements, Side Letters, Letters of Understanding and other similar documents.

## ARTICLE I

### EQUAL OPPORTUNITY

The Parties actively affirm their intent and desire to comply fully with their obligations under existing applicable laws relating to discrimination on the basis of race, color, religion, country of national origin, sex, age, sexual orientation, handicap or veteran status, and hereby agree to incorporate these obligations as a part of this Agreement. This article shall not require bargaining unit members to submit discrimination claims to the grievance-arbitration procedures contained in this agreement and shall not preclude a bargaining unit member's right to pursue discrimination claims under state and federal law.

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

## ARTICLE II

### RECOGNITION

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

#### Category A

Guard  
Museum Attendant  
Central Station Monitor  
Parking Service Monitor

#### Category B

Limited Regular Guard  
Limited Regular Museum Attendant  
Limited Regular Parking Service Monitor

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

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

ARTICLE III

UNION SECURITY

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

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

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

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

ARTICLE IV

CHECK OFF

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

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

ARTICLE V

PROBATIONARY PERIOD

A new employee will be in a probationary status for six (6) months from the date of employment. During such periods, employment may be discontinued at the sole discretion of the University.

ARTICLE VI  
WAGES

	7/9/99	7/1/00	7/1/01	7/1/02
Category A Museum Attendants and Parking Service Monitors And Category B Limited Regular Museum Attendants, Parking Service Monitors and Guards				
0-1 years	8.25	8.50	8.75	9.01
1-2 years	8.40	8.65	8.91	9.18
2-3 years	8.70	8.96	9.23	9.51
3-4 years	9.00	9.27	9.55	9.83
4-5 years	9.20	9.48	9.76	10.05
5+ years	9.40	9.68	9.97	10.27

- (a) Management may, at its discretion and taking into consideration the compensation of current work unit employees, consider prior related work experience of newly hired employees for purposes of placement on the wage schedule.
- (b) Any Museum Attendant or Parking Service Monitor, whose hourly rate, on the effective date of this agreement, is in excess of the applicable above stated rates for their job classification, shall receive an increase in their base hourly rates as follows:
- 3% effective 7/9/99  
3% effective 7/1/00  
3% effective 7/1/01  
3% effective 7/1/02
- (c) Any Security Guard whose hourly rate, on the effective date of this agreement, is in excess of the applicable above stated rates for their job classification, shall nonetheless continue to receive their hourly rate as of 6/30/99 for the duration of this Agreement.
- (d) Central Station Museum Monitors:                                 Range Minimum                                 Range Maximum  
   \$10.75   \$15.00

ARTICLE VII

OVERTIME

- 7.1 (a) Overtime shall be paid at the rate of time and one-half the employees' regular rate for all hours actually worked in excess of 8 hours per day or in excess of 40 hours per week. Paid time away from work for illness, holidays, vacations, etc., shall not be considered as time worked for this purpose. Extra hours may be scheduled at any time solely at the discretion of the University.
- (b) In addition, a department may establish alternative workweek schedules, which may include one or more regularly scheduled workdays of up to twelve (12) hours. Examples of alternative workweek schedules include, but are not limited to, schedules of 12-12-8-8 or 10-10-10. Any

hours actually worked in excess of the regularly scheduled number of hours for the day, or in excess of 8 hours in a day which is regularly scheduled for 8 hours or less, or in excess of 40 hours in a week, would be paid at time and a half.

(c) The Union recognizes that the University has a right to have Limited Regular Employees work extra hours on an irregular basis.

(d) There will be no pyramiding of holiday pay, overtime pay or premium pay.

7.2 All extra hours (for example open shifts resulting from coverage for such things as vacation, illness, special events, etc.) shall be offered to individuals fairly and equitably based on seniority in the following order:

(a) Category B employees who have worked fewer than 20 hours that week. The additional hours should not put them over 20 hours that week or 8 hours in a day.

(b) Category A employees who have worked fewer than 40 hours that week. The additional hours should not put them over 40 hours that week or 8 hours in a day.

(c) Category A employees who would go over 40 hours that week or over 8 hours that day.

(d) Category B employees who would go over 20 hours that week or over 8 hours in a day.

(e) Extra hours will be assigned to individuals within these groups based upon inverse seniority. Following the above guidelines, staff groups will be assigned as many hours as possible before moving on to the next group for assignment of remaining hours.

## ARTICLE VIII

### HOLIDAYS

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

(b) It shall be a requirement that those employees who are to receive holiday pay must work their full scheduled workday before and workday after the holiday.

(c) The rate of pay for each of the above holidays will be one fifth (1/5) of the total regularly scheduled weekly hours.

(d) Those employees required to work on a holiday which falls on a regularly scheduled work day shall receive straight time pay for each hour worked on the holiday. In addition the employee shall receive, in lieu of the holiday, a rate of pay equal to one fifth (1/5) of the total regularly scheduled weekly hours.

- (e) Legal holidays in Massachusetts which fall on a Sunday are observed on the following Monday. For all administrative purposes, a holiday shall be determined to occur on the day that it is actually observed.
- (f) This Article shall also apply to Category B employees who, after one year of continuous service, have worked at least 94% of their scheduled hours during the preceding twelve-month period. For purposes of application of this standard, time away from work due to hospitalization or serious medical condition verified to the satisfaction of Management, will be considered as hours worked.

## ARTICLE IX

### VACATIONS

As of July 1 of any calendar year, all Category A employees employed at that time shall receive paid vacation in accordance with the following schedule:

1. Employees with one year or more of continuous service shall receive 1 week.
2. Employees with two years or more of continuous service shall receive 2 weeks.
3. Employees with five or more years of continuous service shall receive 3 weeks.

In order to be eligible for vacation under this article, Category B employees must have a minimum of one year of continuous service and must have worked at least 94% of their scheduled hours during the preceding twelve-month period. For purposes of application of this standard, time away from work due to hospitalization or serious medical condition verified to the satisfaction of Management, will be considered as hours worked.

Vacation will be based on the employee's normally scheduled workweek. Employees may, with prior management approval:

1. Carry one week of vacation over into the next fiscal year.
2. Receive vacation pay in lieu of time off up to a maximum of one week in a fiscal year, to be cashed in at the end of the applicable fiscal year.

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

## ARTICLE X

### BEREAVEMENT PAY

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



ARTICLE XI

JURY DUTY

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

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

ARTICLE XII

GROUP INSURANCE AND PENSION BENEFITS

Covered employees shall have access to the plans identified in Appendix A, as they shall be amended or terminated in the sole discretion of the University. Appendix A, which summarizes the plans, is not a binding legal or contractual document. Issues relating to the scope and application of the plans will be determined solely by and in accordance with the procedures established in the benefit plan documents.

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

ARTICLE XIII

UNIFORMS

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

ARTICLE XIV

WORKERS' COMPENSATION

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

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

ARTICLE XV

WORK UNITS

The following autonomous Work Units shall be established:

Art Museums  
Parking Services  
University Guards

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

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

ARTICLE XVI

MILITARY SERVICE

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

ARTICLE XVII

MANAGEMENT RIGHTS

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

ARTICLE XVIII

NO STRIKES/NO LOCKOUTS

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

## ARTICLE XIX

### SEPARABILITY OF CLAUSES

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

## ARTICLE XX

### GRIEVANCE

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

No grievance shall be considered under the grievance procedure unless it is presented within the time limits set forth in this Article. A grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

Step 1. The aggrieved employee, within ten (10) work days of the alleged act or omission giving rise to the grievance, either with or without a Union representative, shall first take up the matter with the immediate supervisor and in case of the Art Museums, the Chief of Security. The grievance of the employee may be adjusted in a manner not inconsistent with the terms of this Agreement, provided that the Union representative has been given an opportunity to be present.

If the matter is not satisfactorily settled as a result of their discussion, the Union representative, must submit, within five (5) work days of such discussion, the written grievance to the same immediate supervisor or to the Chief of Security who shall add an answer in writing and send the grievance to the Department Head with a copy to the Union. If the grievance concerns discharge or discipline of an employee, the grievance must also be signed by the employee involved in order to advance beyond Step 2. If the grievance is not submitted by the Union within such five day period the grievance shall be considered to be without merit and settled on the basis of the Supervisor's Step 1 position.

Step 2. The Union shall have five (5) work days to submit this matter to the Department Head. Within two (2) weeks after the written grievance is received by the Department Head the Department Head (or a representative) may meet with the Union representative after which an answer in writing shall be submitted to the Union within a reasonable period of time.

Step 3. If no satisfactory settlement is reached in Step 2, within fifteen (15) working days after the written grievance was submitted to the Department Head, the Union may submit the grievance, in writing, to the Director of Labor Relations or designated representative, who shall meet with the Union Officer or designee within fifteen (15) working days after submission and shall give an answer in writing to the Union within a reasonable period of time after such meeting.

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

## ARTICLE XXI

### ARBITRATION

Only grievances involving the interpretation and application of a specific provision of this Agreement that have not been settled after being fully processed through the grievance procedure set forth in Article XX are subject to Arbitration. In such event either party may submit such grievance to arbitration by giving written notice thereof to the other not later than two (2) weeks after the completion of Step 3. The grievance shall be considered as having been settled in Step 3, unless it is so submitted to arbitration within such time limits.

The choice of arbitrators shall be by agreement of the parties. However, if such agreement has not been reached within one (1) week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by either party to the American Arbitration Association for the selection of an arbitrator in accordance with the rules, then obtaining, of said Association applicable to labor arbitration. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The Union and the University shall each pay fifty (50) percent of the compensation and expenses of the arbitrator. The award of the arbitrator on any grievance properly submitted hereunder shall be final and binding upon the parties.

Each grievance shall be separately processed in any arbitration proceeding under this Article unless the parties agree to consolidation. There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

## ARTICLE XXII

### PERSONAL ILLNESS OR INJURY

Category A employees shall become eligible to accrue sick leave, within a contract year, as follows:

- (a) As of July 1 of each year, employees who have one year of continuous service shall be credited with twelve (12) sick leave days at full pay.
- (b) An employee, who as of July 1 of each year, has a minimum of six (6) months of continuous service, shall be credited with seven (7) sick leave days at full pay. "Full Pay" shall be defined as what the employee would have earned had s/he worked his/her normal workday at the time of illness.
- (c) Sick days may not be accumulated from year to year.
- (d) If one of the paid holidays occurs during the period in which an employee receives sick pay, s/he will be paid for the holiday and the day will not be charged to sick pay.
- (e) The first seven (7) days of sick leave used, for whatever purposes, in a calendar year are designated as "Security Leave Days".

- 1) A "Security Leave Day" is a paid sick leave day, which may also be used for personal reasons including family illness and bereavement purposes not already covered by the contract.
  - 2) Security Leave Days cannot be used in conjunction with vacation or holidays; for unexcused absence, for absence without pay due to disciplinary action nor as additional pay for a paid holiday. In addition, Security Leave days cannot be used for any day on which Worker's Compensation benefits apply.
  - 3) Except in emergency situations, security leave must be pre-approved and used in either one-half or whole day increments.
  - 4) Employees shall be paid, by June 15<sup>th</sup> of each year, a regular day's pay of up to eight (8) hours for up to a maximum five (5) days of "Security Leave" which are not used during any fiscal year.
- (f) Once an employee has been hospitalized or absent in excess of five 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 placed on Short Term disability. Upon verification of medical evidence satisfactory to the University, an employee on Short Term Disability who has used a minimum of five (5) sick leave days shall have three (3) of those sick leave days restored to them. The terms of the Short Term Disability Plan for Hourly employees are applicable except as amended by this Agreement.
- (g) 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.
- (h) An employee who makes application for the University Short Term Disability Plan as a result of the birth of a child, shall, normally only be required to produce medical evidence of the birth of the child in order to be covered under the Plan for up to a maximum of eight (8) weeks.
- (i) Reasonable proof of illness or injury may be required as a condition for the payment of sick pay in cases of extended absence or when circumstances indicate possible abuse of sick pay.
- (j) The University shall respond to employee requests for leave to a) care for an employee's newborn, newly adopted or newly placed foster child, b) care for an employee's child, spouse, or parent who has serious health conditions, c) deal with an employee's own serious health condition which makes the employee unable to perform the essential elements of his/her job, or d) deal with any other condition covered by the Family and Medical Leave Act of 1993, in a manner consistent with the provisions of the Act and the University's legal obligations.
- To be eligible for such leaves an employee must have completed his/her probationary period and must be eligible for University benefits. These leaves are limited to a period of up to twelve (12) weeks in any twelve-month period and generally are unpaid. With University approval, accrued sick pay may be utilized to cover certain periods of such leaves necessitated by personal illness or disability.
- (k) The University shall provide employees with notification that time away from work which is compensated by sick pay or short term disability constitutes Family and Medical Leave.

## ARTICLE XXIII

### LAYOFF

In the event of a determination by the University to reduce its workforce, the University shall have the sole right to identify the number of affected positions by classification as well as the timetable for such layoffs. Layoffs shall be based on seniority within the work unit.

For purposes of recall, the last employee laid off within the work unit shall be the first recalled, provided that the employee has the necessary skills and ability to satisfactorily perform the requirements of the position to which the employee is being recalled.

Employees on layoff will retain recall rights for 12 months.

## ARTICLE XXIV

### JOB OPENINGS

Whenever there is a job vacancy in any of the work units, notice of the vacancy shall be first posted for seven (7) days on the appropriate bulletin boards in the work unit where the vacancy exists. A change of an employee's shift and/or work schedule does not constitute a vacancy within the meaning of this Article.

The notice of vacancy shall indicate the job title, rate of pay, hours of work, days off and work unit (and location for information purposes only). Employees desiring to apply shall submit application within seven (7) days after the posting to the respective contact person(s).

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

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

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

ARTICLE XXV

DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. Copies of all discipline notices, including discharge notices, shall be sent to the Union contemporaneous with delivery to the affected employee.

ARTICLE XXVI

EARLY RETIREMENT / ENHANCED SEVERANCE PLAN

A. EARLY RETIREMENT PLAN

Category A employees age 55 or older who are currently on the "08" payroll who elect to retire on 9/30/99 shall have five years added to their length of service and five years added to their age for purposes of calculating their retirement. This plan shall be applicable only to those employees retiring on 9/30/99.

B. ENHANCED SEVERANCE PLAN

Category A employees currently on the "08" payroll who have at least six months of credited service with the university shall be eligible to participate in either the enhanced severance plan or if eligible, the early retirement plan. Employees electing to participate in the enhanced severance plan shall receive:

SEVERANCE PAY: Two (2) weeks salary for each full year of continuous service

INCENTIVE PAYMENT: An additional lump sum payment, depending upon years of service:

<u>YEARS OF SERVICE</u>	<u>PAYMENT</u>
more than 6 mos. but less than 5yrs.	4 months salary
more than 5 yrs. but less than 10yrs.	5 months salary
more than 10 yrs.	6 months salary

These plans shall be applicable only to those employees whose separation from employment occurs no later than 9/30/99. Employees electing to participate in these plans shall be required to terminate their employment with the University and execute a written comprehensive legal release.

ARTICLE XXVII

BULLETIN BOARDS

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

ARTICLE XXVIII

WORKING CONDITIONS

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

ARTICLE XXIX

SUBSTANTIAL WORK CHANGES

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

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

ARTICLE XXX

UNION REPRESENTATION

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



ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall become effective on July 9, 1999, and shall remain in effect through June 30, 2003; and from year to year thereafter unless and until either party gives notice in writing to the other at least (60) days prior to June 30, 2003 or June 30 of any succeeding year that it desires to modify or terminate this Agreement.

For the University:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A

BENEFIT AND RETIREMENT PLANS

BENEFIT SUMMARY

A) Health Care - Effective January 1, 1995

Harvard will offer an array of health plan choices. Harvard's contribution to those plans will be a dollar amount equal to a percentage of the cost of the lowest cost plan. The percentage contribution for health plans will be the same for individuals and for families but will be adjusted according to salary and full or part-time status as follows:

FULL TIME

Salary	Harvard Percentage Contribution of the lowest cost plan:
Less than \$45,000	85%
\$45,000 - \$70,000	80%
More than \$70,000	75%

PART TIME

University health insurance contribution rates for benefits eligible HUSPMGU part-time employees will now be based on salary and not hours of work. Accordingly, HUSPMGU employees who work more than twenty (20) hours per week will have their University health insurance contribution based on the full-time equivalent (40 hour) salary for their position as opposed to actual salary.

The minimum benefits eligibility requirement that an employee be regularly assigned to a work schedule of more than twenty (20) hours per week will remain in effect. Such minimum status must be maintained in order to remain benefits eligible.

All plans will have a \$10 co-payment for office visits.

B) Dental - Effective January 1, 1995

The same schedule of dental benefits currently being offered will be retained. The new carrier will be Delta Dental.

The HUGHP dental plan will be offered as an elective benefit available to all employees, rather than being included as part of the HUGHP health plan.

Harvard's percentage contribution to the dental plans will be 65%.

The minimum benefits eligibility requirement that an employee be regularly assigned to a work schedule of more than twenty (20) hours per week will remain in effect. Such minimum status must be maintained in order to remain benefits eligible.

C) Pension - Effective July 1, 1995

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

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

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

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

Vesting - Staff members hired on or after July 1, 1995, will be subject to a five-year vesting period.

Portability - The dollar value of the current portable benefit will be calculated and credited to the deferred benefit portion of the new plan for all those employed on June 30, 1995. Thereafter, all future credits will accrue as defined above and will be fully portable. For those hired on or after July 1, 1995, benefits accrued under the new plan will be fully portable and cashable after five years of service.

D) Other Benefit Changes

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

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

Flexible Spending Accounts Effective January 1, 1995 - The annual maximum contribution to the medical/dental account will increase from \$3,000 to \$5,000.

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

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

Sideletters and Understandings

Sideletter A:

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

For the University:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sideletter B

Notwithstanding the provisions of Article XXII, Category A employees who are on staff as of 6/30/99 shall be covered by the following schedule for sick leave pay as follows:

	<u>Full Pay</u>	<u>¾ Pay</u>
After 1 year's service	12 days	0
After 3 years service	12 days	3 days
After 4 years service	12 days	8 days

Three quarter days listed above shall be made up of a combination of Short Term Disability Pay (currently 60%) and sick pay (of 15%) paid by the home department.

For the University:

\_\_\_\_\_

\_\_\_\_\_  
Date

For the Union:

\_\_\_\_\_

\_\_\_\_\_  
Date

Sideletter C

Notwithstanding the provisions of Article XIII, it is agreed as follows:

The University will, at its option:

- a) Arrange for the cleaning of required uniforms;
- b) Provide each employee with an annual uniform cleaning allowance of \$190.00 in Fiscal Years (FY) 2000, 2001, 2002 and 2003, or
- c) Provide replacements for soiled uniforms.

During the term of this agreement the HUPD Security Department will continue the practice of providing the above allowance in cash. The cleaning allowance for HUPD Security Department employees will be \$700 in FY 2000 (\$540 for Limited Regular employees); and \$300 in FY 2001, 2002, 2003.

For the University:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sideletter D

The following understanding with respect to work on holidays shall apply to Category A employees during the term of this agreement:

In lieu of the amounts provided for in Article VIII, Section (c), an employee required to work on a holiday shall receive time and one-half (1½ times) his/her hourly rate for each hour worked on such holiday. In addition, he/she shall receive, at management's discretion, either straight time pay for the number of hours in the regularly scheduled work day or a compensatory day off with pay in lieu thereof.

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

For the University:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sideletter E

As part of the negotiation for the 1999-2003 collective bargaining agreement, the parties have agreed that notwithstanding the provision of Article IX (Vacations), Category A employees who have ten or more years of continuous service as of June 30, 1999, shall receive four weeks paid vacation each year during the term of this agreement.

For the University:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Sideletter F

As part of the negotiations for the 1999-2003 collective bargaining agreement, the parties have agreed as follows:

Upon successful ratification of this agreement on or before July 15, 1999, those Parking Department and Harvard University Art Museum employees assigned to Category A positions on staff as of June 30, 1999 who have completed their probationary period as of that date, shall receive a one-time lump sum payment of \$400. Employees assigned to Category B positions on staff as of June 30, 1999 who have completed their probationary period as of that date shall receive a one-time lump sum payment of \$240.00. To the extent practicable, such lump sum payment shall be paid on the first pay period following the execution of the collective bargaining agreement.

For the University:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sideletter G:

During negotiations for the 1999 – 2003 contract, the University management advised the Union that in establishing alternative workweeks there was no intention to involuntarily assign current employees to alternative workweek schedules in the immediate future. To that end this letter shall confirm that during the first year of this agreement, no Category A employee on staff as of 6/30/99 will be required to work an alternative workweek schedule. Regular and alternative workweek schedules will include two (2) consecutive days off.

If after the first year of the agreement, any such employee is assigned to an alternative workweek he/she shall be given four (4) weeks notice of such change in his/her work schedule. Assignment of alternative workweeks shall be made first to employees hired after 6/30/99. The University agrees to meet with the Union to discuss the assignment of an alternative workweek schedule prior to making any involuntary assignments.

For the University:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sideletter H

This will confirm assurances given to the Union during negotiations that it is against University policy to base discipline for unsatisfactory attendance solely upon the number of days absent or tardy without considering other circumstances.

For the University:

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Date

For the Union:

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Date

Sideletter I

It was agreed that during the transition period following the conclusion of the 1999 negotiations, once the initial vacancies for the HUPD Security unit are determined, such vacancies will be posted and filled on the basis of seniority among equally qualified applicants within the work unit, subject to operational needs. The decision not to fill a vacancy on the basis of seniority will not be arbitrary or capricious.

For purposes of this sideletter only, the question of whether the University has been arbitrary or capricious in the awarding of the initial vacancies may be submitted to the grievance and arbitration procedure of the Agreement.

For the University:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ARTICLE VI  
WAGES

	07/01/01	07/01/02
Category A Museum Attendants and Parking Service Monitors And Category B Limited Regular Museum Attendants, Parking Service Monitors and Guards		
0-3 years	11.15	11.35
3-5 years	11.35	11.55
5-10 years	11.55	11.80
10+ years	11.80	12.35

	07/01/01	07/01/02
Security Guards (red circled)	12.25	12.70

- (a) Management may, at its discretion and taking into consideration the compensation of current work unit employees, consider prior related work experience of newly hired employees for purposes of placement on the wage schedule.
  
- (b) Any Museum Attendant, Parking Service Monitor, or Security Guard whose hourly rate, on the effective date of this agreement, is in excess of the applicable above stated rates for their job classification, shall receive an increase in their base hourly rates as follows:
  - 3% effective 07/01/02
  - Within 3 weeks of the signing of this agreement the above-referenced employees will receive a bonus in the amount of \$300.00 as a uniform allowance.

(c) Central Station Museum Monitors: Range Minimum Range Maximum  
\$12.50 \$15.20