
AGREEMENT

SECURITAS SECURITY SERVICES USA, INC.
AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
Local 32BJ, District 615

EFFECTIVE
November 15, 2016 – November 15, 2020

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AGREEMENT

Parties to the Agreement

Agreement made this 15th day of November, 2016 by and between Securitas Security Services USA, Inc. at Harvard University, their successor and assigns (hereinafter called the "Employer") and Service Employees International Union, Local 32BJ, District 615 (hereinafter called the "Union").

DIGNITY AND RESPECT

The parties agree to abide by the terms of this Agreement, to respect the rights of all parties herein and to treat all parties with dignity and respect.

It is the intent of the Employer and the Union to come together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings or grievances relating to employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining for all full-time and regular part-time security officers employed by Securitas Security Services USA, Inc. and working in the Harvard University Market, excluding all other employees, professional employees, confidential employees, managers, and supervisors within the meaning of Section 2(11) of the National Labor Relations Act. The above described Employees shall be referred to as the "Unit."

ARTICLE 2 – EQUAL OPPORTUNITY, NO DISCRIMINATION

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, veteran status, sexual orientation, citizenship status, marital status, or against a qualified individual with a disability or any other protected characteristic. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 3 – UNION MEMBERSHIP

Section 1 As a condition of employment, all employees shall become members of the Union within thirty (30) days of the execution date of this Agreement, shall remain members in good standing for the term of this Agreement, and all employees who shall after this date enter the bargaining unit covered by this Agreement shall on and after the thirtieth day following the beginning of their employment become and remain members of the Union in good standing.

Section 2 For the purposes of this Agreement, an employee shall be regarded as a member in good standing if the employee shall (1) timely tender the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership, or (2) timely tender periodic agency 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 negotiations, contract administration, and grievance adjustment. In no event shall the agency fee exceed the amount of periodic dues paid by the employees who are members of the Union. The Union agrees that it will admit to membership all employees who apply for membership.

Section 3 The Employer agrees to keep the Union informed of all employees added to or separated from the bargaining unit by sending to the Union weekly a list of those hired, transferred and terminated. The list will include job classification, work area, shift and hours scheduled.

ARTICLE 4 – ELECTRONIC SUBMISSION OF INFORMATION

Section 1 In conjunction with the monthly dues remittance, the Employer agrees to submit to the Union an accurate and current list of bargaining unit members, regardless of membership status, via electronic transmission. This list should be received by the Union no later than the twentieth (20th) day of the month following the last pay period of the prior month that dues or fees were deducted from the Employees' paychecks. The Employer further agrees to adhere to the standard fields and information naming protocols set forth in the attached Appendix and to warrant that the information so provided will be current and a result of the best efforts of the Employer.

Section 2 The Union will make every reasonable effort to accommodate electronic transmissions in multiple software formats and implement appropriate security safeguards as requested by the Employer. The Employer and the Union also agree to designate one administrative contact that will be responsible for resolving financial, information and/or technical issues that may arise during the life of the contract. Both the Employer and the

Union pledge to promptly inform each other of any changes in either the identity or contact information for such person.

Section 3 Disputes arising under this article will be subject to the dispute resolution procedures of Article 32 (Grievance Procedure) of the collective bargaining agreement. The term "Employee" when used herein shall refer to any of the employees covered by this Agreement.

ARTICLE 5 – CHECK-OFF

Section 1 The Employer agrees, upon written authorization signed by each Employee, to deduct weekly from the earned wages and remit to the Local Union membership dues as set in accordance with the Constitution of the Union. The Employer further agrees upon such authorization to deduct the initiation Fees and to remit same to the Union.

Section 2 All such dues and initiation fees will be payable from the Employer to the Union not later than the 20th day of the following month from which they are deducted.

Section 3 If an employee does not revoke his or her dues authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier (whereby the union agreed that irrevocability does not apply to employee who leaves the bargaining unit).

Section 4 At the time of hire, the Employer shall give to new employees, as provided by the Union, a check-off authorization form, Union membership application, and, where appropriate, benefit fund enrollment forms. The Union will send to the Employer via electronic mail scans of those forms or portions thereof, that the employee chooses to fill out and return to the Union.

Section 5 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 Employer will deduct the changed amount after receiving from the Union written notification thereof, signed by the Secretary-Treasurer of the Union.

Section 6 The Employer further agrees to allow employees, who choose to do so, to contribute through a voluntary check-off system to the Service Employees International Union, Local 32BJ American Dream Fund. The deductions shall be in the amounts and with the frequency specified on the deduction authorization cards. The Union will furnish to the

Employer the necessary authorization forms. The Employer agrees to transmit amounts deducted on or before the 20th day of each month the amounts deducted the previous month. This deductions shall be simultaneous with dues remittances and will be considered payroll deductions for the purposes of this Article.

Section 7 The Union agrees to indemnify and hold the Employer harmless with respect to any actions, claims, proceedings, suits or liability of any kind arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any provision of this Article pertaining to union contributions to the Service Employees International Union, Local 32BJ American Dream Fund contributions from the wages of those employees who voluntarily authorize such deductions in writing in accordance with applicable law, including court cost and reasonable attorney fees.

Section 8 The Employer shall maintain accurate employee information and transmit dues, initiation fee, American Dream Fund and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal no later than 7/1/17, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions.

ARTICLE 6 – PROBATIONARY PERIOD

A new Employee will be in a probationary status for ninety (90) calendar days from the date of employment. At the sole discretion of the Employer, the Employee may be terminated during this period without recourse to the Grievance Procedure.

ARTICLE 7 – HOURS OF WORK

Section 1 The normal work week for full time Employees shall be five (5) days of eight (8) hours work beginning at 12:01 AM Friday and ending with 12:00 AM on Friday. Part time Employees may be scheduled for less than forty (40) hours but not less than sixteen (16) hours in a workweek. Effective January 1, 2018, part time Employees may be scheduled for less than forty (40) hours but not less than twenty-four (24) hours in a workweek. Nothing herein shall serve to guarantee or otherwise entitle an Employee to a minimum or maximum number of hours of work in any work week.

Section 2 Schedules for the following week will be made available to employees by Wednesday of each week. The Employer may, with reasonable notice, change the schedule of an Employee in order to provide coverage for Employee call-offs, vacations, illness and other unforeseen situations. Other than in the case of formal disciplinary suspension or demotion, no Employee shall have his or her schedule reduced as a form of discipline.

Shifts shall be scheduled at the discretion of the Company to fulfill operational needs therefore; shift swapping shall not be permitted without prior approval.

Section 3 Each Employee shall be entitled to a thirty (30) minute paid on site meal break within an eight hour shift. The Employer and the Union recognize that, in rare circumstances, Employees may have not made provisions for a meal during a period of work. In such cases, the Employer will make a good faith and reasonable effort to accommodate the Employee in order for the Employee to obtain sustenance. One such example could be where an Employee is required to hold over to work an additional shift. Employees are not permitted to leave post without either authorization from Securitas Management Personnel and/or being properly relieved.

The Employer will make a good faith and reasonable effort to relieve employees of duty within a reasonable time when requesting a restroom break.

Section 4 Tardiness Policy

A. An employee is allowed a total of five (5) tardies within a floating six (6) month period. Every tardy will be counted except those in paragraph five (5). Proper notice of tardiness is defined in Item #4 below. Tardies are counted based on the floating six (6) month period prior to the first day of the most recent tardy. Example: If you are tardy on July 20, your attendance record will be evaluated based on the period from January 20 to July 20.

B. Tardies will be accumulated as follows:

Tardy or early departure, with notice = ½ tardy

Tardy, without notice = 1 tardy

C. As tardies are accumulated, the following actions will be taken:

<u>Number of Tardies</u>	<u>Action</u>
1 Tardy	Notice to Employee
2 Tardies	First Written Warning
3 Tardies	Second Written Warning
4 Tardies	3-Day Suspension
5 Tardies	5-Day Suspension

D. Employees who will be tardy from their scheduled shift must notify their supervisor prior to the start of their shifts. The employee must either speak directly to their supervisor or a person designated for such notification. Employees who are assigned to locations that have on-site supervision must contact the on-site manager/supervisor. In the event that employees are assigned to work units without on-site supervision, those employees must contact QCS1 first then QCS2 if QCS1 is not reached or vice versa. If an employee fails to reach the on-site manager/supervisor or both QCS1 and QCS2 directly, the employee is required to leave a message on QCS1, QCS2 or on-site manager/supervisor voicemail.

E. This policy does not apply to tardiness for the following situations:

- Tardiness as a result of approved FMLA, state or local family leave, ADA accommodation, other legally protected absence, pre-approved reasons, or for an occupational accident, injury or illness
- Non-occupational illness or injury accompanied by a physician's statement substantiating each tardy.

Section 5 Emergency Closings: Employees who are regularly scheduled to work on days that the University closes due to an emergency and are directed by the Employer not to report to work shall be paid for the day(s) at their regular hourly rate.

ARTICLE 8 – WAGES

Section 1 Wages during the term of this Agreement shall be paid as set forth below:

Classification	11/15/2016	11/15/2017	11/15/2018	11/15/2019
Security Officer I	\$19.38	\$19.96	\$20.56	\$21.18
Security Officer II	\$19.71	\$20.30	\$20.91	\$21.54
Security Officer III	\$20.25	\$20.86	\$21.49	\$22.13
Security Officer IV	\$20.85	\$21.48	\$22.12	\$22.78
Lead Officer	\$21.92	\$22.58	\$23.26	\$23.96

All minimum wage rates will increase in each Tier every year in accordance with the annual increases above.

Section 2 Employees shall be placed in classifications and compensated in accordance with said classifications upon achieving the criteria of the various classifications as set forth below:

Security Officer I:	Classification upon new hire.
Security Officer II:	Classification upon successful completion of Securitas ACT 1,2,3.
Security Officer III:	Classification upon successful completion of Securitas ACT 1,2,3,4
Security Officer IV:	Classification upon successful completion of Securitas ACT 1,2,3,4,5.
Lead Officer:	ACT Level 5 and placement in said classification by the Employer.

ACT Certification requires established length of service criteria as follows:

ACT 3 – 6 months

ACT 4 – 12 months

ACT 5 – 18 months

Section 3 Length of service shall be defined as that length of service in the employ of the Employer at Harvard or any predecessor company or companies providing security services at Harvard which have since been acquired by the employer.

ARTICLE 9 – OVERTIME PAY

Section 1 Overtime shall be paid at the rate of time and one-half (1 ½ times) the Employee's regular rate for all hours actually worked in excess of forty hours in any work week.

Section 2 The Employer will assign overtime, extra and/or open hours of work as equitably as practicable. However, the Employer shall have the right to offer the opportunity for extra work (work which the Employee was not otherwise scheduled to perform) first to Employees who do not qualify for overtime pay for such work under the terms of the preceding paragraph. The Employer shall offer the extra work to such qualified Employees on a rotating basis and in order of seniority. If the Employer determines that Employees who would qualify for overtime pay are needed to perform extra work, the Employer shall offer that work to those qualified Employees on a rotating basis and in order of seniority.

Section 3 The Employer shall maintain a written record of OT and other available hours disbursed as detailed on Attachment A. The Union steward may review such records upon reasonable notice to the Employer.

Section 4 In the event that an insufficient number of Employees volunteer to work the extra hours that need to be filled, the Employer may assign an Employee, at its discretion, to work the overtime. In assigning compulsory extra work, the Employer will make reasonable and good faith efforts to assign such work to qualified Employees based on inverse seniority on a rotating basis.

Section 5 Minimum Call-in: Employees called in outside of their regular shift for an assignment that is not contiguous to their normal shift will be paid a minimum of four (4) hours pay. If the call-in is contiguous to their shift, they will be paid for actual hours worked only.

Section 6 Employees called in for assignment may not work the assignment they originally planned for, but may be placed in a comparable assignment elsewhere on campus if assignment is changed or cancelled. Employees choosing not to fulfill alternate four hour assignment will be paid for actual hours worked only. When reassignment involves travel time in excess of 15 minutes then such time shall be paid.

Section 7 Reporting Pay: When an Employee reports for work on a scheduled shift or detail and that shift or detail has been cancelled without notice to the Employee, he or she shall receive a minimum of four (4) hours pay.

Section 8 There will be no pyramiding of overtime pay, holiday pay, or premium pay.

ARTICLE 10 - IMMIGRATION

Section 1 Recognizing that questions involving an Employee's immigration / work status or personal information may arise during the course of her/his employment, and that errors in an Employee's documentation may be due to mistake or circumstances beyond an Employee's control, the Employer agrees to the following procedure:

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

- 3) Upon request, the Employer agrees to meet with the Union and discuss the issue. When practicable, this meeting shall take place before the Employer takes any adverse employment action.

Section 2 Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number.

ARTICLE 11 – INSPECTION OF RECORDS

Section 1 The Union shall have the right to inspect the payroll records of the Employer in order to ensure compliance with this agreement in accordance with the following procedure:

The Employer, after receiving written notice from the Union alleging a violation of the Agreement, is to be given thirty (30) days within which to respond. After the thirty (30) day period, if the Employer: 1) fails to acknowledge and correct said alleged violation; 2) fails to respond; or 3) denies the alleged violation, the Union may inspect those relevant payroll records of the Employer pertaining to Employees covered by this Agreement. The parties shall mutually agree to a time and place for the inspection to occur.

Section 2 Disputes under this article will be governed by expedited arbitration in Article 32.

ARTICLE 12 – HOLIDAYS AND WINTER RECESS

Section 1 All Employees will have the following holidays off without loss of pay provided the holiday falls on a regular scheduled work day: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (noon and after only), and Christmas Day.

Section 2 It is understood that the Employer has the right to use a substitute day for a holiday consistent with the University's holiday schedule. The Company will provide a list of holidays for the coming year to the employees by December 15th of the preceding year, subject to change by Harvard University.

Section 3 Employees who are to receive holiday pay must work their full scheduled work day before the holiday and full scheduled work day after the holiday, as well as the holiday if scheduled. In addition, Employees who are to receive holiday pay must have worked during the

holiday week unless on excused leave. If an Employee is sick the day before or the day after a holiday, they will receive the holiday pay only if they provide a doctor's note verifying the illness.

Section 4 The amount of holiday pay for each of the above holidays will be the hourly rate times eight (8), except that, for those employees who regularly work less than 40 hours per week, the amount of holiday pay will be the hourly rate times one fifth (1/5) of the average hours paid per week during the previous calendar quarter.

Section 5 Those Employees required to work on a holiday which falls on a regularly scheduled work day, shall receive one-and-a-half times their base hourly rate of pay for each hour worked on the holiday, in addition to the holiday pay to which they are entitled under the preceding paragraph.

Section 6 Upon approval of the Employer, when a recognized holiday falls on a Sunday, the following Monday will be recognized as the holiday. In addition, upon approval of the Employer, when a recognized holiday falls on a Saturday, the previous Friday will be recognized as the holiday. For all administrative purposes, a holiday shall be determined to occur on the day that it is actually observed.

Section 7 An Employee who is sick (excused by a doctor's note) or on vacation on a holiday receives regular holiday pay for that day and, in the event of vacation, the day is not subtracted from the total number of vacation days she/he is entitled to.

Section 8 Winter Recess: Whenever the period between Christmas and New Year's Day (December 26 - January 1 or Harvard declared winter recess) is declared and observed by the University as time off with pay, Employees who are required to work during such period shall receive one-and-a-half times their base hourly rate for each hour worked during such period.

ARTICLE 13 – VACATION

Section 1 Vacation Accrual: All employees shall accrue annual vacation entitlement each pay period in accordance with the schedule listed below, based on his/her years of service (a "year of service" shall mean a twelve month period, beginning with the employee's date of hire or the subsequent anniversaries of that date). The calculation will be based upon the number of hours worked during the pay period (up to a maximum of 40 hours per week) multiplied by the "benefit factor" that corresponds to the employee's length of service:

<u>Years of Service</u>	<u>Hourly "Benefit Factor"</u>
Years 0 – 4	0.0385
Years 5 – 9	0.0577
Years 10+	0.0769

Section 2 The maximum annual number of hours or days, based on 40 hours worked per week, an employee would be entitled to accrue using the above "benefit factor" would be as follows:

<u>Years of Service</u>	<u>Annual No. Hours</u>	<u>Annual No. Days</u>
Years 0 – 4	80 hours	10 days
Years 5 – 9	120 hours	15 days
Years 10+	160 hours	20 days

Section 3 Employees are not eligible to take any vacation until six months after beginning employment.

Section 4 Employees may only take vacation hours that have already accrued. Employees will be permitted to carry over a maximum of three hundred-and-twenty hours (40 days) of accrued but unused vacation hours year-to-year. Employees may, at their option, use accrued and unused vacation or receive the cash equivalent of same.

Section 5 Employees are required to submit a completed vacation request for approval according to the following schedule:

1. At least 2 business days prior to vacation start for requests of 3-days or less.
2. At least 2-weeks prior to vacation start for requests greater than 3 days and up to 2-weeks.
3. At least one-month prior to vacation start for requests in excess of two weeks.

Section 6 The employer will provide written acknowledgement indicating approval or denial of the request to the employee within 48-hours of receipt by management for all vacations in excess of 3-days.

Section 7 All vacation requests are subject to approval by the employer. Such approval shall not be unreasonably withheld.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 1 In the event of a death in an Employee's immediate family (father, mother, sister, brother, own child, stepchild, grandchild, qualified domestic partner, grandparents, mother-in-law, father-in-law) the Employee may be granted up to the next three (3) succeeding days off as an excused absence. The Employee may be reimbursed for any time necessarily lost (up to three (3) days) from the Employee's regular schedule as a result of such absence.

Section 2 Leave should be coordinated through your supervisor. Upon request, an Employee must present adequate documentation substantiating the qualifying circumstance, such as a copy of a death certificate, obituary notice, or funeral director's certification.

ARTICLE 15 - SICK DAYS

Section 1 Sick Day Accrual: Upon commencement of employment, full-time employees will accrue one (1) sick day per month. An Employee cannot carry over more than twelve sick days (ninety-six [96] hours) from month to month. Part-time employees shall accrue on a monthly basis, sick days according to the following formula:

Average weekly hours paid (up to a maximum of 40 hours) per week in the previous calendar quarter divided by five (5).

Section 2 Unless otherwise noted, Employees may only take sick days that have already accrued. Sick time may be used only when an Employee is genuinely ill. The Employer reserves the right to require a physician's note for absences greater than three (3) days. Employees who have reached the maximum of 12 sick days (ninety-six [96] hours), can choose to "cash out" any one additional sick day accrued at the end of every other month in which it is accrued. Employees are not entitled to be compensated for any remaining accrued but unused sick/and or personal days upon the termination of their employment, regardless of reason. The 12-day accrual shall not be diminished by a change in the fiscal year.

Section 3 Accrued sick leave time shall be credited toward authorized absences in accordance with regularly scheduled hours and will be tracked in hours for recordkeeping purposes.

Section 4 Each fiscal year July 1st through June 30th, an Employee may use up to three (3) of their accrued Sick Days to be designated as "Personal Days". Personal Days may be used upon the Employee providing the Employer with as much notice as is possible but no less than

48 hours notice. However, in cases of emergency, the Employee will provide as much notice as possible. In cases where an emergency is cited as the reason for the Personal Day, the Employer reserves the right to require documentation substantiating the emergency. In cases where an Employee utilizes Personal Days for bereavement leave, the Employee shall provide as much notice as is possible under the circumstances. Employees are not entitled to be compensated for any remaining accrued but unused Personal Days upon the termination of their employment, regardless of reason.

Section 5 Personal 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, Personal Days may not be used for any day on which Workers Compensation benefits apply. When applicable, FMLA leave will run concurrently with periods of sick leave.

ARTICLE 16 – PERSONAL DAY

Effective November 15, 2019, Employees with at least one year of service at Harvard are entitled to one (1) personal day off with pay per contract year. Employees must give at least 24 hours notice in advance of taking a personal day. There is no accumulation of personal leave from one contract year to the next.

ARTICLE 17 – FAMILY MEDICAL LEAVE/MEDICAL LEAVE OF ABSENCE

Section 1 **Family Medical Leave:** The Employer and the Union acknowledge that the provisions of the Federal Family and Medical Leave Act of 1993 (“FMLA”) apply to the Employees working under this Agreement. The Employer will comply with the provisions of the FMLA. Employees may be entitled to up to 12 weeks of leave based upon meeting certain eligibility requirements and with proper submission of documented evidence of specific circumstances as set forth in the FMLA. All such leaves are unpaid.

Section 2 **Eligibility:**

In order to qualify to take FMLA leave under this policy, an Employee must:

- Have been employed by Employer for at least 12 months,
and
- Have worked at least 1250 hours for Employer during the 12-month period immediately preceding the commencement of the leave.

For purposes of this policy, this 12-month period is a rolling period, measured backwards from the date the Employee’s requested leave would commence.

Section 3 Reasons for Leave:

In order to qualify as FMLA leave, the Employee must be taking leave for one of the following reasons:

- The birth of a child and caring for that child;
- The adoption or foster care placement of a child and caring for that child;
- To care for a spouse, dependent child, or parent with a serious medical condition; or
- The serious medical condition of the Employee.

If a husband and wife are both Employees, the total leave is limited to 12 weeks for both spouses combined for the birth, adoption or foster care placement of a child. However, this combined limitation does not apply to leave taken by either spouse to care for the other who has a serious medical condition, to care for a child with a serious medical condition, or for his or her own serious medical condition.

Section 4 Intermittent or Reduced Schedule Leave:

An eligible Employee may use FMLA leave intermittently or on a reduced schedule for his or her serious medical condition or for the care of another, when medically necessary subject to the same eligibility and documentation requirements as non-intermittent leave. Examples of reduced schedule leave include taking a day per week to drive a spouse to therapy, or using the leave to reduce the hours worked. An example of intermittent leave is taking an unscheduled day off due to necessary treatment for an ongoing qualifying medical condition. In all such cases, the leave may not exceed the total of the equivalent of 12 work weeks over a 12 month period.

Section 5 Employee Status and Benefits During Leave:

While an Employee is on leave, the Employer will continue to pay premiums for the employee's health benefits, which include life and disability, for 12 work weeks, at the same level and under the same conditions as if the Employee had continued to work. The Employer will not be responsible for continued payment of premiums exceeding 12 work weeks.

Section 6 Procedure for Requesting FMLA Leave:

Ordinarily, the Employee must provide notice 30 days in advance when the leave is foreseeable. In the event 30 days advance notice is not possible, the notice must be given as soon as possible within one or two business days of when the Employee learns of the need for leave. Notice should be given to the Employee's Account Manager or Branch Office, or to the Employer's Human Resources Department, preferably in writing. Shortly after Employee's request is received, the Employer will forward the appropriate paperwork to Employee.

Section 7 Documentation Required:

Any request for medical leave under FMLA requires medical certification made by the health care provider of the eligible Employee or of the child, spouse or parent of the eligible Employee as applicable. Such certifications must be provided to the Employer within 15 calendar days of receipt. The certification provided to the Employer by the health care provider must be an original.

Certifications must contain:

- The date on which the condition began;
- The probable duration of the condition;
- The medical facts which the health care provider knows about the condition;
- Where appropriate, a statement that the eligible Employee:
 - Is needed to care for the relative with a serious health condition; or
 - Is unable to perform the functions of the job;
 - In the case of intermittent leave or reduced schedule leave, the dates and duration of the intended treatment.

The Employer reserves the right, at its expense, to require a second opinion of any certification. While on leave, Employees are to report periodically to the Employer regarding the state of the medical condition and their intent to return to work. At a minimum, this should occur at the end of the time frame outlined by the health care provider or every thirty days, whichever is sooner.

Section 8 Compensation While On Leave:

FMLA leave is unpaid. Employees may elect, however, to substitute accrued sick pay and then accrued vacation pay to offset some or all of such leave.

Section 9 Returning From Family Medical Leave:

Upon return from leave, an Employee shall provide a certification from the health care provider that the Employee is able to return to work when the reason for the leave was the Employee's own serious medical condition. An Employee returning timely from FMLA leave is generally entitled to be placed in the same or similar position to that held when the leave began.

Section 10 Medical Leave of Absence. If an Employee has been employed for at least ninety (90) days, and is not otherwise eligible for FMLA leave, he or she may request a 30-day medical leave of absence. Medical leaves of absence may be granted for one of the following reasons:

- The birth or adoption of a child and caring for that child;
- The adoption or foster care placement of a child and caring for that child;

- To care for the Employee's spouse, dependent child, or parent with a serious medical condition; or
- The Employee's own serious medical condition.

Section 11 All 30-day medical leaves of absence may be granted at the Employer's sole discretion. Whenever possible, requests for medical leaves of absence should be submitted in writing at least 30 days in advance. Employees will be required to provide medical certification. Requests for leave must be approved by a Human Resources representative before the Employee may be placed on leave. An Employee may be required to provide proof of "fitness for duty" before returning to work (as required under the FMLA).

Section 12 Medical leaves of absence are unpaid. However, the Employer will continue to pay its portion of any insurance premiums for up to 30 days. After 30 days, Employees have the option of continuing their health care coverage under COBRA. Employees that decide to participate in COBRA will be responsible for remitting their share of the insurance premiums. Employees will not accrue vacation while on a medical leave of absence.

Section 13 Upon return from a medical leave of absence, the Employer will attempt to assign the Employee to the same or a similar position; however, the Employer shall not be required to do so and assignment to a different position shall not be considered a violation of the term of this Agreement. Acceptance of other employment during a medical leave of absence, without the express consent of the Employer, shall be considered a voluntary resignation. The Employer shall provide both the Union and Employees with a copy of its FMLA policy.

ARTICLE 18 – SMALL NECESSITIES LEAVE

Section 1 The Employer will comply with the provisions of the Massachusetts Small Necessities Leave Act. Eligible Employees may request up to twenty-four (24) hours leave within each contract year to participate in school activities directly related to the educational advancement of a son or daughter under age eighteen (18) or to accompany a son or daughter under age eighteen (18) or an elderly relative over age sixty (60) to routine medical or dental appointments.

Section 2 The Employee will provide the Employer with seven (7) days notice if the requested leave is foreseeable, otherwise as far in advance as practicable. Such leave shall be unpaid, except that an Employee may substitute any accrued paid vacation time or sick days or Personal Days to cover such absences. The Employer may require Employees to submit documented evidence of the specific circumstances necessitating such leave.

ARTICLE 19 – WORKERS’ COMPENSATION

The Employer agrees to cover the Employees under the Massachusetts Workers’ Compensation Law. Any workers’ compensation leave, to the extent applicable, shall run concurrent with any FMLA Leave.

ARTICLE 20 – UNION LEAVE

Section 1 Subject to operational needs, the Employer agrees to release Employees for Union Leave from work without pay, but without loss of seniority, under the following terms:

Number	Advance Notice	Duration	Frequency
Up to 10	2 weeks	1 day	4 times per year
Up to 5	3 weeks	1 week	Twice a year
Up to 5	1 month	1-3 months	Once a year
Up to 3	6 weeks	3-6 months	Once a year

Requests for such leave will not be unreasonably denied.

Section 2 The Employer further agrees that the released Employees shall be returned to their former Work Unit, shift, work hours and job classification subject to operational needs.

Section 3 In Leaves in excess of 30 days, the Union shall pay the entire cost of Employee’s insurance (includes both the Employee and the Employer contribution). Said payment shall be due to the Employer by the Union within 30 days of the Union receiving notification of the amount due.

ARTICLE 21 – JURY DUTY LEAVE

Section 1 Employees called for jury duty will be excused from work. In the event that an Employee is scheduled to work at the same time as he or she is called for jury duty, the Employer will make up the difference between jury duty compensation and the wages that the Employee would otherwise have received for up to 30 days. In order to obtain jury duty compensation, Employees must present proper proof of the dates and times of the jury duty as well as the amount of payment received from the court. The Employer will not pay for any time spent on jury duty if the Employee was not otherwise scheduled to work.

Section 2 The Employer and the Union acknowledge that attendance at a court or judicial proceeding in connection with an Employee’s job duties is an official duty. When appearing in Court, Employees will wear suitable attire, and will cooperate with the Employer’s attorneys in

preparing for court appearances where appropriate. An Employee shall be compensated at his or her regular rate of pay for time spent in such preparation for a court or judicial proceeding when said preparation is done at the Employer's direction. Arbitrations are not considered a court or judicial proceeding and, as such, Employees will not be compensated for their involvement in an arbitration.

ARTICLE 22 – HEALTH, DENTAL AND VISION BENEFITS

Section 1 Until midnight on December 31, 2017, the Employer will maintain current eligibility and healthcare payments to the Boston Building Service Fund as negotiated in the previous Agreement. To be eligible for health and dental benefits, an Employee must average sixteen (16) hours per week, with said average being determined on a quarterly basis.

Section 2 The Employer contribution for January 1, 2017 through December 31, 2017 will be determined by Harvard's Wage Benefit Parity Policy ("WBPP").

Section 3 Effective January 1, 2018, the Employer shall provide Employees covered by this Agreement with health and dental benefits at those levels established by the Harvard University Wage and Benefit Parity Policy (WBPP). The cost of health and dental benefits shall be paid by the Employer at levels in compliance with Harvard University Wage and Benefit Parity Policy.

Section 4 Effective January 1, 2018, to be eligible for health and dental benefits, an Employee must be scheduled for and paid an average of twenty-four (24) hours per week (excluding overtime), with said average being determined on a quarterly basis. There shall be no wait period for new hires.

(a) Employees shall be eligible to participate in the 32BJ Health Fund for each such eligible employee, the Employer shall make the following monthly contributions:

January 1, 2018	\$1,146
January 1, 2019	\$1,204
January 1, 2020	\$1,305

Section 5 In the first and last months of an employee's employment, Employer contributions to the Fund are prorated based on the duration of employment in those months.

Section 6 The Union shall provide the Employer and Employees covered by this Agreement with a copy of the health and dental plans, upon request.

Section 7 The Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible employees who elect such dependent coverage in accordance with the Fund's enrollment.

Section 8 If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties will negotiate such change as may be required by law.

Section 9 By agreeing to make the required payments into the Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in this Article, no other increases to the rates set forth in this Article can or will occur, or be required to be paid, by the Employer during the term of this Agreement.

ARTICLE 23 - DISABILITY AND LIFE INSURANCE BENEFITS

Section 1 The Employer shall offer to the Employees, at the Employee's expense, a program addressing group disability income benefits.

Section 2 The Employer will provide each Employee with basic life insurance in the amount of ten thousand dollars (\$10,000.00) at no cost to the Employee. The Employer will offer supplemental life insurance to the Employee and to the Employee's spouse (up to 50% of Employee's coverage) and/or children at rates to be determined by the Employer.

ARTICLE 24 - UNIFORMS AND APPEARANCE

Section 1 During the term of this Agreement, the Employer will provide uniforms and equipment for Employees. Employees will be required to provide their own shoes and socks (typically black socks and black shoes). The specific uniform provided for each Employee will depend on the assigned account and other factors such as time of year.

Section 2 The Employer and the Union recognize that wearing the uniform is critical to service as a security officer and agree that an Employee's failure to wear a clean, pressed and complete uniform shall be grounds for discipline, up to and including discharge.

Section 3 Uniforms and equipment provided by the Employer remain the property of the Employer. Employee is responsible for making minor repairs to the uniform but any significant damage to uniforms or equipment must be reported to an Employee's supervisor. Upon separation from employment, Employees will return uniforms and equipment in the same condition in which they were issued allowing for normal wear and tear. The Employer will deduct the cost to replace lost, stolen, abused, or damaged or not returned uniforms or equipment from the final paycheck.

Section 4 In those cases where the Employer has provided a uniform (suit jacket, suit pants, sweaters) that requires professional dry cleaning, the Employer will facilitate such cleaning services and assume the cost of this cleaning. The Employer will establish a schedule and location for the employee to deliver and retrieve their garments.

ARTICLE 25 – WORK UNITS

Section 1 The following autonomous Work Units have been established based upon functional internal customer groupings:

1. Cambridge Campus
2. Harvard Business School
3. Longwood Campus
4. Faculty of Arts and Sciences
5. Kennedy School
6. Harvard Real Estate

Section 2 Each Work Unit shall be considered separate for all applications of this collective bargaining agreement unless otherwise provided.

Section 3 The Employer reserves the right to amend the structure of these separate Work Units based upon changes in internal customer groupings. Any additional details, locations, buildings or areas added to responsibility of the Employer by the University shall be covered by this Agreement.

ARTICLE 26 – MILITARY SERVICE

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

ARTICLE 27 - MANAGEMENT RIGHTS

Section 1 The Employer agrees to abide by the terms of this Agreement, to respect the rights of Employees herein, and to treat bargaining unit members with dignity and respect. Provided the action of the Employer does not violate the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. The exclusive management rights of the Employer include, but are not limited to, the right to: plan, direct and control all operations; direct and schedule the workforce; determine the operations and/or services to be performed; determine the methods, procedures, and equipment to be utilized; discontinue, reorganize, or cease performing certain functions at any site/areas of operation even though Employees at such sites/areas of operation may be relieved from duty as a result; establish, increase or decrease the number of work shifts, their starting and ending times and determine the work duties of Employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of Employees during working time; require Employees to perform security related duties other than those normally assigned or performed; select supervisory Employees; train Employees; promote or demote Employees consistent with operational needs; discipline, suspend, or discharge Employees for just cause; relieve Employees from duty for lack of work or any other legitimate operational reason; and fill or not fill empty positions as operational conditions and/or customers require.

Section 2 The foregoing statements of management rights and Employer functions are not all inclusive, but indicate the type and manner of rights which belong to and are inherent in management. This section shall not be construed in any way to exclude any other management rights not specifically enumerated. Any of the rights, power or authority the Employer had prior to entering into this Agreement are retained by the Employer and may be exercised without prior notice or consultation with the Union, except those rights specifically abridged or modified by this Agreement or any supplementary written agreement which may be made or executed by the parties.

ARTICLE 28 - TRAINING

Section 1 The parties agree that a comprehensive security officer training program strengthens Employee morale, contributes to lower turnover rates and less absenteeism and is essential to providing quality customer service.

Section 2 The Employer will provide a security officer basic course and on-the-job site specific training to newly hired/newly assigned Employees. The Employer will, in a timely manner, make further training and refresher course opportunities available to Employees in

such areas as fire safety, first aid/CPR, automated external defibrillator (AED) use, evacuation planning and emergency preparedness, or controlling potentially violent situations, in accordance with the then current client requirements for training.

Section 3 Such courses and programs may be offered in a variety of formats, through self-study or in the classroom. Unless otherwise noted, Employees shall be paid at their regular hourly rate while participating in mandatory classroom training courses. Only mandatory training, as determined by the Employer, shall be considered compensable time.

Section 4 Employees must obtain and maintain their First Aid/CPR/AED certification. The Employer will make available regularly scheduled First Aid/CPR/AED recertification classes and communicate such training opportunities to Employees. Time spent by Employees during said Company provided training will be compensable time. Employees that fail to maintain FA/CPR/AED certification/re-certification may not be scheduled to work until said certification is obtained.

Section 5 The Employer shall make available any and all training materials relating to the Securitas Advanced Certification Training (ACT) program. The Employer agrees to notify/furnish the Union and the employees via the Req Report/Schedule distribution, with the list of all employees eligible to move to the next classification as defined in Article 8, in the first half of the month preceding employee eligibility. The Employer shall also make available, upon Employee request, access to the on-line version of the ACT program through Employee's own on-line access, controlled by Employer. Such access shall be provided at the appropriate Employer's office.

Section 6 The Employer will consider successful completion of training courses as a factor in promotional decisions.

ARTICLE 29 – SAFETY

Section 1 The Union and the Employer recognize the importance of maintaining a safe and healthy work environment. To that end, any protective devices or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer or required by applicable law, shall be provided to the employees at no cost and shall be worn and/or utilized by the Employees in the performance of their work assignments. Any electronic or mechanical devices provided to Employees and required for the performance of their duties shall be maintain in good repair or replaced by the Employer recognizing that delays may occur in doing so because of circumstances beyond the control of the Employer.

Section 2 In a situation when a worksite's and/or the Employer's established emergency procedure requires the evacuation of the worksite and the Employee is directed to leave the building, the Employee shall be paid for the duration of the evacuation or through the end of his/her shift, whichever is less. Employees must follow all emergency procedures and return to work as directed by their Supervisor.

SAFETY COMMITTEE

Section 1 A Safety Committee will be established consisting of management and five union members, each representative from a different work unit, designated by the union for the purpose of discussing issues concerning work related safety.

Section 2 This committee will meet twice per year, at mutually agreeable times at the Employer's Harvard Management office.

Section 3 Paid release time up to two hours per meeting will be provided for the five designated union members of the Safety Committee who attend the meeting.

ARTICLE 30 – STRIKES AND LOCKOUTS

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

ARTICLE 31 – 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 32 – GRIEVANCE & ARBITRATION

Section 1 For the purpose of this Agreement, a grievance is any difference or dispute between the Employer and the Union, an employee or group of employees concerning the interpretation or application of this Agreement. The parties agree to make prompt and earnest efforts to resolve such matters.

Section 2 Unless otherwise required under applicable law, the Union and the Employer intend that the grievance and arbitration provision in the Collective Bargaining Agreement (CBA) shall be the primary method of resolving all disputes, relating to the CBA, between the Employer and the Union and the employees covered by this Agreement. In cases where wage provisions of the CBA may also be used to state a claim through a private right of action by employees, either by an employee individually or as a member of class, the Union, before referring members to private counsel or otherwise helping to facilitate such a civil action, will meet and discuss with the Employer. In no event shall this Article or this CBA be read to construe a waiver of individual rights to pursue discrimination claims through administrative proceedings or civil actions. Notwithstanding the grievance and arbitration requirements, covered employees shall have the option, and be permitted, to submit wage hour grievances, claims and/or disputes to the Massachusetts Attorney General's office.

Section 3 The parties agree that although employee disputes shall be resolved through this grievance and arbitration process, the employees shall be provided all substantive rights and remedies that they would otherwise be entitled under applicable law, except right to jury trial.

Section 4 If the union has a dispute concerning a wage and hour related matter, the union may also file a grievance.

Section 5 The Employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

Section 6 The procedure for handling a grievance pertaining to any such difference or dispute which may arise between employer and employee or under this Agreement shall be as follows, except that grievances involving disciplinary suspensions, transfers or terminations may be taken directly to Step 2. The Employer shall promptly notify the union of such suspensions, transfers and terminations.

STEP I. Since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, the Union shall present such grievance within twenty-one (21) calendar days after the grievant(s) knew or had reason to know of the event giving rise to the grievance. The Account Manager/Employer designee shall respond within ten (10) calendar days.

STEP II. If the matter is not settled in the first step, and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the responsible Human Resources Manager or other management employee designated by the Employer within ten (10) calendar days following response at the first Step or the date on which it was due whichever is earlier. The Union may request a meeting to discuss the grievance with the

Human Resources Manager; such meeting shall be scheduled within ten (10) calendar days of this request. The Human Resources Manager shall give his or her written response within ten (10) calendar days after the second Step meeting.

STEP III. If the matter is not settled in the second step, and the Union wishes to further pursue it, the grievance shall be presented to the Employer's Principal Officer or other management employee designated by the Employer within ten (10) calendar days following response at the second step, or the date on which it was due, whichever is earlier. The Union may request a meeting to discuss the grievance with the Principal Officer or other management employee designated by the Employer; such meeting shall be scheduled within ten (10) calendar days of this request. The Principal Officer shall give his or her written response within ten (10) calendar days after the third step meeting.

Section 7 Employer Initiated Grievances – The Employer shall have the right to initiate grievance at Step 2 and those grievances must be submitted in writing to the Union's Deputy Director, Director or other employee designated by the Union within twenty-one (21) calendar days after the Employer knew or should have known of the incident or occurrence giving rise to the grievance. The Employer may request a meeting to discuss the grievance with the Deputy Director, Director or other employee designated by the Union, such meeting shall be scheduled within ten (10) calendar days of this request. The Union's Deputy Director, Director, or designee shall give his or her written response within ten (10) calendar days after the second and third step meetings.

Section 8 Arbitration

If a grievance has not been settled after being fully processed through the grievance procedure set forth in this Article then either party may submit such grievance to arbitration by giving written notice thereof to the other not later than thirty (30) 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 times. A demand for arbitration must be served in writing and must specify the specific contract Article(s) and paragraph's allegedly violated.

Section 9 For purposes of this Grievance and Arbitration Procedure, the Union and the Employer will establish a panel of five (5) permanent mutually agreed upon arbitrators. At the commencement of each calendar year, the Employer and the Union shall meet to determine whether the list of five (5) arbitrators who served for the previous year will be retained for the subsequent year. If there is not such mutual agreement, the parties shall select a new panel of five (5) arbitrators which may include arbitrators from the previous panel(s).

Section 10 The Union shall maintain a list of the panel Arbitrators selected by mutual agreement of the parties. The arbitrators on the list will be appointed to hear cases on a rotating, next available basis, with the initial order being alphabetical by last name. When a demand is made for arbitration, the moving party shall request date(s) for arbitration from the Arbitrator whose name appears on the top of the list. If the Arbitrator is not able to schedule a hearing on date(s) when the parties are available, within a reasonable period of time from the date of the demand, the moving party shall request date(s) for arbitration from the Arbitrator whose name next appears on the list. Once a hearing has been scheduled with an Arbitrator, that Arbitrator's name shall be moved to the bottom of the list.

Section 11 The parties will make every effort to have the arbitration scheduled as soon as practicable. The time limits in this Article may be mutually extended by the parties.

Section 12 The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific contract Article(s) and paragraph(s) allegedly violated and involving the facts of the particular grievance presented to him or her. The Arbitrator shall have no power to engage in any form of interest arbitration unless mutually agreed in writing. Only one (1) grievance may be submitted to and decided during a particular arbitration, unless mutually agreed in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Employer and the Union. The cost of the arbitration and the fees of the Arbitrator shall be shared equally by the parties.

Section 13 Should a dispute arise between the Employer and the Union that both parties mutually agree to expedite the arbitration process, said dispute may be referred directly to expedited arbitration. Union referrals to expedited arbitration under this provision may only be made by the Union President or his/her designee. Employer referrals to expedited arbitration under this Article may be made by the Employer's Principal Officer of his/her designated representative.

Section 14 Failure by either party initiating the grievance to meet any time deadline at any step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits can be mutually extended in writing. If the responding party to a grievance misses a response deadline set forth in this Agreement, the Grievance shall automatically move to the next Step, provided that the grieving party has otherwise complied with this Article.

Section 15 Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any legal action necessary to secure such award including but not limited to suits of law.

ARTICLE 33 – SENIORITY AND JOB OPENINGS

Section 1 The Employer recognizes the principle of seniority for Employees covered by this Agreement. In filling vacancies, the Employer will award the position to the senior qualified Employee, as set forth in the General Evaluation Criteria, seeking that position. The Employer will, at the request of the Union, provide a seniority list with the names, addresses, phone numbers, rate of pay, scheduled hours, work units, and date of hire.

Section 2 Whenever a permanent job vacancy becomes available in any of the Work Units, notice of the vacancy will be posted on the appropriate bulletin boards and included in log binders for five (5) business days and forwarded to the Union. A change of an employee(s) shift and or work schedule does not constitute a vacancy within the meaning of this Article.

Section 3 The notice of vacancy shall indicate the job title, rate of pay, hours of work, days off and Work Unit. Employees desiring to apply shall submit application within five (5) days after the posting to the respective contact person(s).

Section 4 Applicant(s) will be considered for vacancies on the basis of seniority and the General Evaluation Criteria. Any Employee who is interviewed for a vacancy and is not selected shall be notified of such in writing by the Employer. On request, the Employer will inform unsuccessful applicants of the reason(s) for their non-selection that shall reference the General Evaluation Criteria set forth in the Side Letter. Such criteria shall not be arbitrarily or capriciously applied by the Employer.

Section 5 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 making application on vacancies in higher-rated classifications within the nine-month period.

Section 6 Notwithstanding the rest of this article, the Employer has the exclusive right to select candidates and judge the qualifications for a promotion to Lead Officer, as described in Article 8- Wages.

ARTICLE 34 - DISCIPLINARY RECORDS

After a period of twelve (12) months following issuance, no written warnings, discipline notices or reprimand shall be counted against an employee in the General Evaluation Criteria process for job bidding. After a period of twenty-four (24) months following issuance, no written warnings, discipline notices or reprimands shall be counted against an employee for any other employment purpose.

ARTICLE 35 - LAYOFF

Section 1 In the event of a determination by the Employer that a layoff is required, the Employer shall have the sole right to identify the number of affected positions, by work unit, as well as the timetable for such layoffs.

Section 2 Should a reduction in the workforce become necessary, the least senior Employee(s) within the affected Work Unit(s) shall be laid off first. In the event of a layoff, the employer may require any senior employee within the affected work unit who is not laid off to pass the test(s) for the highest level for which he/she is eligible within 30 days of the layoff or forfeit his/her seniority protection from being laid off.

Section 3 Laid off employees shall not be permitted to bump a less senior employee at another work unit, but shall be permitted to apply for vacant position at another work unit.

Section 4 The Employer shall recall laid-off Employees, by seniority, to open positions for which they are qualified, utilizing the General Evaluation Criteria, before hiring new Employees to fill such positions, provided that the laid-off Employees have been laid off for less than thirty-nine (39) weeks. Laid-off Employees who are recalled within thirty-nine (39) weeks shall retain their seniority.

Section 5 During seasonal fluctuations in demand (as opposed to permanent elimination of positions), the Employer will make reasonable efforts to reassign Employees affected to other locations or Work Units, provided that no Employees normally assigned to locations or Work Units to which affected Employees are to be reassigned will have their normal straight time hours or schedules reduced thereby.

ARTICLE 36 - TRANSFER AND/OR ASSIGNMENT

Section 1 The Employer and the Union agree that transfers and assignments shall be treated and administered in accordance with the below procedure:

1. Employee Requested Transfer and/or Reassignment: An Employee may request a transfer and / or reassignment. In such cases, the Employer will make a good faith and reasonable effort to accommodate the Employee. No incumbent Employee will be displaced by an Employee request for transfer or reassignment.
2. Disciplinary Transfer and/or Assignment: The Employer may, in its discretion, transfer and / or assign an Employee to another location or site within the Harvard operation. In the event of such transfer and assignment, the grievance and arbitration process shall be utilized in the event of dispute.
3. Non-Disciplinary Transfer and/or Assignment: A non-disciplinary transfer and/or assignment shall be a transfer and/or assignment whereby the customer / client has requested the removal, transfer and/or reassignment of an Employee and where said customer / client has either provided no reason for the request or provided a reason which does not constitute just cause. The Employer shall make a good faith attempt to obtain the customer's demand in a writing, or the Employer shall make a good faith attempt to obtain from the customer a reason to justify such removal apart from the demand itself. Upon the Union's request, the Employer shall provide the customer written demand, if any. If just cause is cited, the transfer and / or assignment will be treated as a disciplinary transfer and / or assignment (see Procedure 2 above). In the event a customer / client requests the transfer and / or assignment of an Employee as so contemplated by this provision, the Employer and the Union agree to meet and confer regarding the situation. The parties will endeavor to arrive at mutually agreeable solution. If no such mutually agreeable solution can be reached, the Employer may effectuate the transfer and / or assignment at its discretion. In the event of a transfer pursuant to this paragraph, no discipline shall be issued to the Employee and / or placed in the employee's personnel file.

Section 2 It is further agreed by the Employer and the Union that all transfers and assignments resulting from the instant article shall involve only transfers and assignments within the Harvard operations.

ARTICLE 37 – UNION NOTICES

The Employer will permit the Union to post notices of its meetings and other Union activities on bulletin boards and designated binders in various locations to be determined by mutual agreement.

ARTICLE 38 – STEWARDS

Section 1 The Employer agrees to recognize the Shop Stewards appointed by the Union and extend to them all rights and privileges accorded to them under the law. The number of Stewards shall not exceed twenty (20).

Section 2 Stewards shall have the right to investigate all grievances during non-work time and shall be granted up to one hour of paid release time per month, paid at the employee's regular straight time hourly rate, to hold meetings with bargaining unit members. Should a Steward be required to leave his/her work area, he/she shall first request permission from the supervisor who shall not unreasonably deny the request. The Employer acknowledges the Employee's right to Union representation at all grievance meetings and at investigatory meetings which may result in discipline. The parties shall schedule grievance meetings at mutually agreeable times and locations.

ARTICLE 39 – SHOP VISITATION

Section 1 Union representatives shall be permitted to visit briefly with Employees during work time and confer with Employees during non work time, provided it does not interrupt or interfere with the Employer's operation.

Section 2 The Union recognizes that work under this Agreement is sometimes performed in buildings under control of University customers and in buildings requiring security clearances. In such cases, the Union agrees to make arrangements for conferences with Employees so as not to interfere with the operations of the building in question and the Employer agrees to cooperate with the Union when advised of the visit in advance, in making these conferences in a reasonable manner.

ARTICLE 40 – RETIREMENT PLAN

Section 1 Bargaining unit Employees who have completed one year of service and have worked at least one thousand hours will be eligible to receive a fully Employer-paid retirement plan contribution equal to six percent (6%) of base pay for each payroll period.

Section 2 Eligibility will begin on the January 1st or July 1st which coincides with or follows completion of one year and one thousand hours of service.

Section 3 Employees who become eligible to participate in the plan will have an account established in their name and have the opportunity to direct funds within such account into investment choices within the plan.

Section 4 Participating Employees shall become 100% vested in the plan upon completion of three years of service.

ARTICLE 41 – NEW EMPLOYEE ORIENTATION

The Employer will provide the Union one (1) hour of access to all new employees during the Employer's New Employee Orientation program for the purposes of allowing the Union to orient new employees as to their rights and responsibilities under the collective bargaining agreement. The Employer agrees to provide the Union with two (2) business days notice of scheduled orientation class.

ARTICLE 42 – FULL-TIME WORK

Securitas USA, Inc. agrees that it will endeavor to reach the goal of increasing, on an attrition basis, the percentage of full time work to 75% by the end of the fourth year of this Agreement.

For purposes of this Article, full time work shall be forty (40) hours per week.

ARTICLE 43 – COMPLETE AGREEMENT

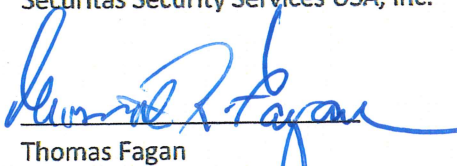
This Agreement is inclusive of all prior practices and agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with or subsequent to this Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining for the term of this agreement.

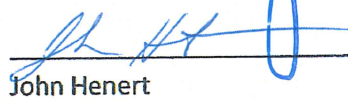
ARTICLE 44 – DURATION

This Agreement shall become effective on November 15, 2016 and shall remain in effect through November 15, 2020 and from year to year thereafter unless and until either party give notice in writing to the other at least sixty (60) days prior to the November 15th termination date of any succeeding year that it desires to modify or terminate this Agreement.

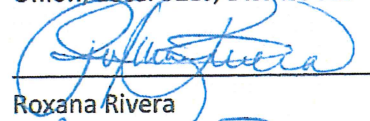
In Witness Whereof, we have hereunto severally set our hands and seals this 16th day
of January, 2017.

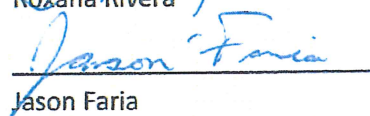
For and on behalf of
Securitas Security Services USA, Inc.

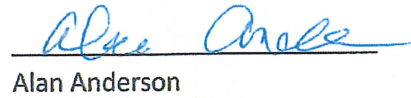

Thomas Fagan

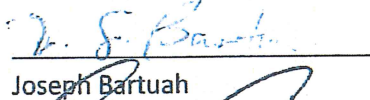

John Henert

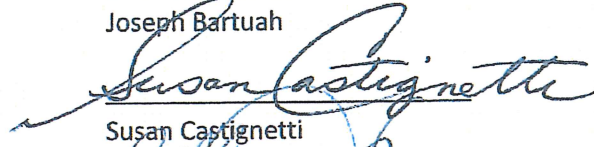
For and on behalf of
Service Employees International
Union, Local 32BJ, District 615

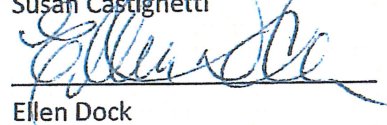

Roxana Rivera

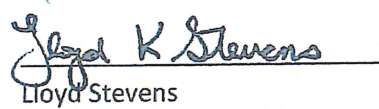

Jason Faria


Alan Anderson


Joseph Bartuah


Susan Castignetti


Ellen Dock


Lloyd Stevens

SIDE LETTER – CHANGES TO PARITY POLICY

Should Harvard University change its current parity policy so as to require additional and/or reduced benefits for contracted employees, the Employer shall provide all such additional benefits, in compliance with that policy.

SIDE LETTER – GENERAL EVALUATION CRITERIA

Category/ Performance	Description / Observed Behaviors
Seniority	Tie breaker in cases where evaluation against performance criteria are otherwise equal
Attendance	<ul style="list-style-type: none"> • Punctuality: reports to work on time daily • Attendance: demonstrates consistent reliability; minimizes unscheduled absences
Work Attitude	<ul style="list-style-type: none"> • Regularly demonstrates willingness to take on new assignments and associated training • Accurately and promptly follows supervisory instructions, asks for clarifying instructions when needed • Works well with customers, supervisors and other team members; exhibits appropriate workplace behavior
Work Quality	<ul style="list-style-type: none"> • Demonstrates sound judgment in performance of all assignments
Productivity	<ul style="list-style-type: none"> • Properly completes work assignments in a timely fashion
Technical Skills	<ul style="list-style-type: none"> • Has completed training courses required and / or offered by the Employer
Other Skills (e.g. Physical Ability, Leadership)	<ul style="list-style-type: none"> • Possesses physical abilities required to complete assignments • Demonstrates sound judgment and maturity in identifying and/or helping to resolve workplace issues • Maintains a professional appearance and demeanor at all times
Communication Skills	<ul style="list-style-type: none"> • Communicates effectively with customers, co-workers, and supervisors, in English as required
Disciplinary History	<ul style="list-style-type: none"> • Possesses satisfactory performance record with an absence of relevant disciplinary actions
Customer Familiarity	<ul style="list-style-type: none"> • Possesses useful experience with customer contact for the assignment area • Maintain a positive reputation with the customer contact as a productive worker
Building / Area Familiarity	<ul style="list-style-type: none"> • Possesses useful experience in the building or assignment area
Availability for Overtime And Emergency Response	<ul style="list-style-type: none"> • Demonstrated willingness to work during off-shifts and / or respond to off-hour emergencies

APPENDIX

In satisfying its obligations under Article 4 of this Agreement, the Employer agrees to submit to the Union an electronic spreadsheet containing the following information:

Social Security Number
Last Name
First Name
Middle Initial
Date of Birth
Date of Hire
Gender
Address
City
State
Zip
Ethnicity
Employee ID
Primary Building Name / Job Location
Street / Job Location
City / Job Location
State/Job Location
Zip / Job Location
Job Title
Worker Category
Term Date
Leave Date
Hourly Rate of Pay
Actual Non-Overtime Hours Worked During the Week
Actual Overtime Hours Worked During the Week
Weekly Gross Pay
Weekly Dues Calculation
Initiation Amount
COPE / PAC Amount
Pay Rate Week Ending

TRUST AGREEMENT

If the Employer receives notification from Harvard that this Agreement is not in compliance with the Harvard Wage & Benefit Parity Policy ("WBPP"), Securitas will provide such notification to the Union. The Employer shall have the right to notify the union that it wants to begin negotiations to address the issues that are not in compliance with policy within thirty (30) days of providing said notice from the University to the Union. Upon the Union receiving the notice the parties will begin bargaining for a period of thirty (30) days following the date the notice is received by the Union. If the parties cannot reach agreement during that thirty day period, the contract shall reopen.

At any time on or after January 1, 2017, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards stated in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine or other assessable payment under ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within 15 days. Within the next 15 day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within 30 days of either party first receiving notice of noncompliance, the Employer may provide written notice to the Union and withdraw from the Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 30 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Fund.

HEALTHCARE ESCAPE CLAUSE

If by April 1, 2017, the Union has not evidenced that the Harvard Janitors are transitioning to the 32BJ Health Fund on or before January 1, 2018, the Employer shall have no obligation to transition to or participate in the 32BJ Health Fund and shall continue participation and contributions toward the Boston Building Service Employee Trust Fund as negotiated in the prior agreement. In this case, the Union and the Employer will negotiate health fund contributions. If the parties do not come to an agreement on the contributions to the BBSETF, then the no-strike provisions contained in Article 30 of this Agreement shall cease to apply as of September 1, 2017.