

SECURITAS COMPLETE PROPOSAL

Date: March 24, 2022

Time: 9pm

The Employer reserves the right to revise, alter or amend these proposals.

ARTICLE 3 – UNION 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. The Employer also agrees to inform the Union on a quarterly basis of any employee who has had a reduction in scheduled hours. The Employer agrees to inform the Union on a quarterly basis of any employee whose time of service at Harvard qualifies them to be placed in a higher Classification who has not yet successfully completed the required ACT certification. Additionally, the Employer agrees to send the Union on a monthly basis a list of all jobs posted, copies of the applications of all who applied for the open posts, and all of the scoring sheets used to determine who won the bid.

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 work week.~~ Part time Employees may be scheduled for less than forty (40) hours but not less than twenty-four (24) hours in a week. 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. (Housekeeping)
Sections 2, 3, 4 and 5 remain as in the current Agreement.

Section 6 Investigatory Suspensions: Any employee that is suspended pending further investigation, but does not receive discipline as a result of the investigation, shall receive pay for lost wages based on the missed regularly scheduled hours the employee did not work from the day after the investigatory interview takes place through the completion of the investigatory suspension.

Section 7

- a) In the event of a no call no show, last-minute book-off or when a relief officer is moved to cover another post occurs with less than four (4) hours' notice of the shift start, and absent any emergent circumstances, the employee being held over would not be required to hold over more than four (4) hours. If an employee cannot hold over for more than four (4) hours in this situation, the employee will not be subject to discipline.
- b) In the event of a management mis-scheduling of pre-approved personal or vacation days resulting in an opening, the employee to be affected by a holdover cannot be required to hold over for more than two hours at said post. If an employee cannot hold over for more than two (2) hours in this situation, the employee will not be subject to discipline.

ARTICLE 8 – WAGES

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

(All current officers, as of ratification, who remain employed through the term of this agreement will receive **15.25%** in annual increases. Otherwise, if you are active as of the date of the increases listed below you will receive those increases.)

Classification	Current Wage Rate	First Friday after ratification*	11/16/2022	11/16/2023	11/16/2024
		5.75%	3.00%	3.25%	3.25%
Security Officer I	\$21.18	\$22.40	\$23.07	\$23.82	\$24.61
Security Officer II	\$21.54	\$22.78	\$23.46	\$24.22	\$25.03
Security Officer III	\$22.13	\$23.40	\$24.10	\$24.89	\$25.72
		8.1%	5.5%	3.25%	3.25%
Security Officer IV	\$22.78	\$24.63	\$25.98	\$26.83	\$27.70
		\$1.85	\$1.35	\$0.84	\$0.87
		8.01%	5.5%	3.25%	3.25%
Lead Officer	\$23.96	\$25.88	\$27.30	\$28.19	\$29.11
		\$1.92	\$1.42	\$0.89	\$0.92

* Effective date is the first Friday after ratification.

- All Security Officers in classifications I, II or III as of March 1, 2022 will remain in their current classification until the timeline listed below ...
 - Unfreeze the level III classification on 11/15/23
 - Unfreeze the level II classification on 11/15/24
 - Security officers in the level I classification will be eligible to move to level II on 11/16/24
 - Unfreeze the level I classification on 11/1/25

~~Section 1 - All current employees on the payroll as of December 13, 2020 (including those on approved leave) are eligible to receive a one-time bonus. The bonus payment will be a lump sum payment of one thousand seven hundred dollars (\$1,700.00), less any required payroll tax deductions or withholdings, payable as soon as possible after ratification, but in no case more than thirty (30) days after ratification.~~

Sections 2 & 3 remain as in the current Agreement.

Section 4 - Third Shift Premium: Effective **November 16, 2023** Employees whose work shift begins at or between the hours of 10PM and 2:00AM shall receive premium pay of fifty cents (\$0.50) above their regular rate of pay for all hours worked of such shift. Effective **November 16, 2024**, Employees whose work shift begins at or between the hours of 10PM and 2:00AM shall receive premium pay of seventy-five cents (\$.75) above their regular rate of pay for all hours worked of such shift.

Section 5 - Transit Benefits - Employer is required to provide eligibility for the same transit subsidy to their employees who are members of the SEIU for a monthly MBTA Pass (bus, subway, commuter rail and commuter boat passes) as provided to the direct employees of Harvard University. The employee is only eligible for one commuting option per month and is to be used for the employee's commuting expenses to and from work (not for any other person). This will go into effect no sooner than 60 days after ratification and no later than August 1, 2022.

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 workday: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (noon and after only), and Christmas Day.

ARTICLE 15 – SICK DAYS

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 twelve (12) sick days (ninety-six [96] hours), can choose to "cash out" any one 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.

Sections 1, 3, 4, and 5 remain as in the current Agreement.

Section 6: Employees may use earned sick time to: 1) care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or (2) care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or (3) attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; or (4) address the psychological, physical or legal effects of domestic violence; or (5) to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

ARTICLE 16 – PERSONAL DAY

~~Effective November 15, 2019,~~ Employees with at least one (1) year of service at Harvard University are entitled to one (1) personal day off with pay per contract year. Employees must give at least twenty-four (24) hours' notice in advance of taking a personal day. However, in cases of emergency, the Employee will provide as much notice as possible. ~~Employees who did not take such Personal Day during the 2020-2021 contract year shall have such day carried over to the 2021-2022 contract year (ending November 15, 2022). Effective at the expiration of this Agreement,~~ There shall be no accumulation of personal leave from one year to the next.

ARTICLE 22 – HEALTH, DENTAL AND VISION BENEFITS

Section 2 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 and for each such eligible employee, the Employer shall make the following monthly contributions:

<u>January 1, 2022</u>	<u>\$1,402.00</u>
<u>January 1, 2023</u>	<u>\$1,468.00</u>
<u>January 1, 2024</u>	<u>NTE 6%</u>
<u>January 1, 2025</u>	<u>NTE 6%</u>

Section 5 through 7 remain as in the current Agreement.

ARTICLE 27 – MANAGEMENT RIGHTS

Section 1 (new paragraph 2) Notwithstanding this clause, the Employer agrees to provide the Union at least three (3) business days’ notice for changes originating with Employer and as much notice as feasible for changes originating from the client, before adopting or changing any rule, policy, or practice having a significant impact upon one or members of the bargaining unit.

ARTICLE 29 – LABOR-MANAGEMENT ~~SAFETY~~ COMMITTEE

Sections 1, 2 and 4 remain as in the current Agreement.

Replace Section 3 with the following:

Section 3: Joint Labor-Management Committee

- a) A Labor-Management Committee (LMC) will be established consisting of management and five (5) union members, with no more than two (2) representatives from any work unit, designated by the union for the purpose of discussing matters of mutual concern and/or work-related safety.
- b) Upon request by either party, this committee will meet quarterly at mutually agreeable times at the Employer’s Harvard Management office.
- c) Paid release time up to two (2) hours per meeting will be provided for the five (5) designated union members of the Labor-Management Committee who attend the meeting.
- d) The parties agree to exchange a written proposed agenda for this meeting at least three (3) business days before the scheduled meeting, otherwise the meeting will be rescheduled to a later date.
- e) The attendees of the labor/management meetings shall have no power to change, alter or amend this Agreement.

ARTICLE 34 – DISCIPLINARY RECORDS

Section 2: After a period of ~~eighteen (18)~~ twelve (12) months following issuance, no written warnings, disciplinotices or reprimands shall be counted against an employee for any employment purpose.

ARTICLE 35 – LAYOFF

Section 1, 2 and 3 remain as in the current Agreement

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)~~ **fifty-two (52)** weeks. Laid-off Employees who are recalled within ~~thirty-nine (39)~~ **fifty-two (52)** weeks shall retain their seniority.

Section 5 remains as in the current Agreement.

ARTICLE 38 – STEWARDS

Section 1 Remains as in the current Agreement.

Section 2 Stewards shall have the right to investigate all grievances during non-work time and shall be granted up to one (1) 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 Union's 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 44 (NEW) - CHILDCARE ALLOWANCE FUND

Section 1: Employees shall be eligible to participate in the Harvard University's Service and Trades Childcare Scholarship Fund per the requirements provided in the University's most current Child Care Assistance Benefits under Wage and Benefit Parity Policy for employees of vendors covered under the Wage and Benefit Parity Policy.

ARTICLE 45 (NEW) - TUITION ASSISTANCE PLAN

Section 1: Employees shall be eligible to participate in Harvard University's Tuition Assistance Program ("TAP") and Tuition Reimbursement Program per the requirements provided in the University's most current Tuition Assistance Benefits Program (TAP) for employees of vendors covered under Wage and Benefit Parity Policy.

ARTICLE ~~43~~ 46 – COMPLETE AGREEMENT

ARTICLE ~~44~~ 47 – DURATION

This Agreement shall become effective on November ~~15, 2021~~ **16, 2021** and shall remain in effect through ~~November 15, 2021~~ **November 15, 2025** 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.

Delete Side-Letter Regarding Article 36.1(3)