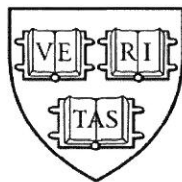


# AGREEMENT



Harvard University

and

Local 32BJ  
Service Employees  
International Union  
AFL-CIO

Effective  
November 16, 2016 - November 15, 2020

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Agreement made this 15<sup>th</sup> day of November, 2016 by and between The President and Fellows of Harvard College, their subsidiaries, their successors, and assigns, hereinafter called the “University” and Service Employees’ International Union, Local 32BJ, AFL-CIO, hereinafter called the “Union”. This agreement supersedes all previous Agreements, Side Letters, Letters of Understanding and other similar documents.

## **ARTICLE 1**

### **EQUAL OPPORTUNITY**

1.1 The Parties actively affirm their intent and desire to comply fully with their obligations under existing applicable laws relating to discrimination on the basis of race, color, religion, country of national origin, sex, age, sexual orientation, handicap or veteran status, and hereby agree to incorporate these obligations as a part of this Agreement.

## **ARTICLE 2**

### **RECOGNITION**

2.1 The University recognizes the Union as the exclusive representative for the purposes of collective bargaining for only those hourly paid employees of the University in the job classifications of Custodian, Assistant Crew Chief and Crew Chief.

2.2 The bargaining unit excludes faculty, staff, students, casuals and those covered by other bargaining units.

2.3 This Agreement does not apply to students attending the University who may, at the discretion of the University, be employed at any time to perform any work as a means of earning money to defray part of their expenses while studying at the University. Nothing contained in the Agreement shall restrict the amount of work which may be allotted to students while studying at the University.

2.4 The term “employee” when used herein shall refer to any of the employees covered by this Agreement.

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

## **ARTICLE 3**



## UNION MEMBERSHIP

3.1 As a condition of employment, all employees who are members of the union on the effective 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.

3.2 For purposes of this Agreement, an employee shall be regarded as a member of the Union in good standing if the employee shall have tendered the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

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

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

## ARTICLE 4

### CHECK-OFF

4.1 The University agrees that upon written authorization signed by each employee to deduct monthly from the earned wages and remit to the Local Union membership dues as set in accordance with the Constitution of the Union. The University further agrees upon such authorization to deduct the Initiation Fees and to remit same to the Union.

All such dues and initiation fees will be payable from the University to the Union not later than the last day of the month in which they are deducted.

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

4.3 The University agrees to deduct and transmit to the Union SEIU Cope, Property Services Civic Engagement Fund (PSCE), or any other authorized Political Action Fund contributions from the wages of those employees who voluntarily authorize such deductions in writing in accordance with applicable law. The union will furnish to the University the necessary authorization form.

- a. The University agrees to transmit these contributions to the Union no later than the end of the month immediately following the month in which the deductions were taken. The University shall not commingle these funds with dues payments and will remit them to the Union via check or separate ACH payment. These remittances shall be simultaneous with the dues deductions as provided in this Article, and these voluntary contributions, while not a condition of employment, shall be considered a payroll deduction for purposes of this Article.
- b. The employee's dues, COPE, Property Services Civic Engagement Fund (PSCE), or any other authorized Political Action Fund contributions shall remain in effect until such time as it is revoked in writing by the employee.

## ARTICLE 5

### PROBATIONARY PERIOD

5.1 A new employee will be in a probationary status for ninety (90) calendar days from the date of employment. During this period, employment may be discontinued at the sole discretion of management.

## ARTICLE 6

### WAGES

6.1 Wages during the term of this agreement shall be paid as set forth below:

	Current Effective 7/1/16		Increase 1 Effective 7/1/17		Increase 2 Effective 7/1/18		Increase 3 Effective 7/1/19		Increase 4 Effective 7/1/20	
	<i>Years of Service</i>		<i>Years of Service</i>		<i>Years of Service</i>		<i>Years of Service</i>		<i>Years of Service</i>	
<i>Classification</i>	< 3 years	> 3 years	< 3 years	> 3 years	< 3 years	> 3 years	< 3 years	> 3 years	< 3 years	> 3 years
<b>Custodian</b>	\$ 21.29	\$ 21.87	\$ 21.99	\$ 22.57	\$ 22.69	\$ 23.27	\$ 23.39	\$ 23.97	\$ 24.09	\$ 24.67
<b>Assistant Crew Chief</b>	\$ 21.87	\$ 22.44	\$ 22.57	\$ 23.14	\$ 23.27	\$ 23.84	\$ 23.97	\$ 24.54	\$ 24.67	\$ 25.24
<b>Crew Chief</b>	\$ 23.01	\$ 23.60	\$ 23.71	\$ 24.30	\$ 24.41	\$ 25.00	\$ 25.11	\$ 25.70	\$ 25.81	\$ 26.40
<b>Red Circle Rates</b>										
Custodian	\$22.44		\$23.14		\$23.84		\$24.54		\$25.24	
Custodian	\$22.74		\$23.44		\$24.14		\$24.84		\$25.54	
Crew Chief/Custodian	\$23.60									
Crew Chief/Custodian	\$23.74									

## ARTICLE 7

### OVERTIME AND PREMIUM PAY

7.1 Overtime shall be paid at the rate of time and one-half the employee's regular rate for all hours actually worked in excess of eight hours in one day or in excess of 40 hours in any one work week or on a sixth consecutive day.

7.2 The normal full-time workweek shall be five (5) days of eight (8) hours work beginning at 12:01 a.m. Overtime work may be scheduled at any time on a reasonable basis. Payroll calculations are made on the basis of a workweek beginning at 12:01 a.m. on Sunday and ending 12:00 a.m. on Saturday. The payroll day runs from midnight to midnight.

7.3 The Parties agree that overtime within each work unit shall be distributed as equitably as possible, consistent with the work to be done. To that end, when overtime hours are available they shall be offered to the qualified employees, as defined in the General Evaluation Criteria in Side Letter C, within the designated operational group in a rotating manner based on seniority. Employees not qualified to do the available overtime work will not be eligible for such work. In the event no qualified employee within the designated operational group is available, such work will be assigned to a qualified employee outside the operational group.

7.4 In instances when the University has two (2) days or less notice for planning overtime hours, such overtime assignments will not be subject to the list process described herein.

7.5 If an employee refuses overtime pursuant to the above process three (3) times during a quarter, that employee will be removed from the overtime list for the remainder of that quarter. The overtime list will be reset each quarter to include those employees dropped from the list. Employees may also opt out of the overtime list process at any time, and can be reinstated upon quarterly reset of the list.

7.6 Each operational group shall maintain an overtime list, updated quarterly, that shall be conspicuously posted. The Union representative may review the list upon reasonable notice to the University.

7.7 The parties agree that the purpose of designating operational groups is to facilitate the equitable distribution of overtime consistent with the operational needs of the University. To that end, the parties having reached an agreement on a full list of the designated operational groups prior to the effective date of this Agreement, the University shall not increase the number of such groups by more than ten percent (10%) in any subsequent contract year without the consent of the Union, such consent not to be unreasonably withheld.

7.8 Shift Differential: A \$1.25 per hour premium will be paid to an employee who is assigned to work on a shift that begins between 10 p.m. and 2 a.m. A \$1.00 per hour premium will be paid to an employee for time worked performing Furniture Moving as set forth in the Side letter D, Policy on Extra Compensation for Furniture Moving.

7.9 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 4 hours pay. If the call-in is contiguous to their shift, they will be paid for actual hours worked.

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

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

## **ARTICLE 8**

### **HOLIDAYS AND WINTER RECESS**

8.1 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, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas, and Martin Luther King Day. It is understood that the University has the right to use a substitute day for a holiday in order to meet the University's operating requirements.

8.2 Employees who are to receive holiday pay must work their full scheduled working day before and working day after the holiday and 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 acceptable medical documentation verifying the illness.

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

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

In instances when it is necessary to assign employees to work on a holiday which is not part of their regularly-scheduled work hours, hours shall be offered pursuant to the provisions for overtime distribution in Article VII Overtime and Premium pay. Such hours shall be posted in the same way as overtime hours are posted, as specified in Article 7.

8.5 When a recognized holiday falls on a Sunday, the following Monday will be recognized as the holiday. 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.

8.6 An employee who is sick or on vacation on a holiday receives regular holiday pay for that day, and the day is not subtracted from the total number of sick pay or vacation days s/he is entitled to.

8.7 Winter Recess: Whenever the period between Christmas Day and New Year's Day is declared and observed by the University as time off with pay, employees who are required to work during such period shall be granted compensatory time off with pay at a time mutually agreed upon by the employee and the supervisor within the contract year as the winter recess.

## **ARTICLE 9**

### **VACATIONS**

9.1 All employees will accrue vacation pay monthly in accordance with the schedule listed below and employees shall be eligible to use accrued vacation upon accrual.

<b>Employee Vacation Schedule</b>	
<b>Years of Continuous Service</b>	<b>Vacation Weeks</b>
<b>1</b>	<b>2</b>
<b>5</b>	<b>3</b>
<b>10</b>	<b>4</b>

Vacation pay will be based on the employee's normally scheduled workweek and shall be cumulative to a maximum of twenty (20) days for employees with less than ten (10) years of service and to a maximum of twenty-five (25) day for employees with ten (10) or more years of service. With prior management approval, an employee may:

a. Receive vacation pay in lieu of time off in accordance with the schedule below:

<b>Length of Service</b>	<b>Vacation Time</b>	<b>Options</b>		
		<b>Use</b>	<b>Carry Over</b>	<b>Sell</b>
1 Years	2 Weeks	2	0	0
	2 Weeks	1	1	0
	2 Weeks	1	0	1
5 Years	3 Weeks	3	0	0
	3 Weeks	2	1	0
	3 Weeks	2	0	1

	3 Weeks	1	1	1
	3 Weeks	1	2	0
	3 Weeks	1	0	2
10 Years	4 Weeks	4	0	0
	4 Weeks	3	1	0
	4 Weeks	3	0	1
	4 Weeks	2	2	0
	4 Weeks	2	0	2
	4 Weeks	2	1	1
	4 Weeks	1	2	1
	4 Weeks	1	1	2

## 9.2 Bonus Vacation Time:

For the term of this agreement, employees who have twenty-five (25) or more years of service shall receive payment equal to four (4) weeks of their regular straight time pay. This provision shall not apply to any employee who has previously received any bonus vacation designed to recognize service of 25 years or more, as provided in any prior collective bargaining agreement.

All bonus vacation time will be paid to the employee at the end of the contract year unless otherwise requested. Employees who wish to use bonus vacation as time off must provide reasonable notice to management. Bonus vacation time earned for 25 year service recognition may be spread over a five-year period.

All carry over provisions are subject to the terms set forth in Article 9.

All vacation time, regular or bonus, shall be scheduled solely at the discretion of management. Vacation requests shall not be arbitrarily or capriciously denied.

## 9.3 The University shall provide all employees with a monthly accounting of their vacation accrual.

# **ARTICLE 10**

## **BEREAVEMENT PAY**

10.1 In the event of a death in an employee's immediate family (father, mother, sister, brother, child, partner/spouse, grandparents) 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 3 days) from the employee's regular schedule as a result of such absence.

## **ARTICLE 11**

### **JURY DUTY**

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

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

## **ARTICLE 12**

### **GROUP INSURANCE AND PENSION BENEFITS**

12.1 The Group Insurance and Pension Benefits shall be as set forth in Appendix A.

## **ARTICLE 13**

### **DISABILITY BENEFITS**

13.1 An employee who has completed at least three (3) months of continuous service and who has been absent from work more than ten (10) consecutive days due to a serious, non-work related illness or injury, is eligible to apply for Short Term Disability benefits. Once approved, an employee with less than seven (7) years of regular service will be paid seventy percent (75%) of his/her regularly scheduled weekly wage for a period not to exceed a maximum total of six (6) months; an employee with seven (7) or more years of regular University service will be paid one hundred percent (100%) of his/her regularly scheduled weekly wage. The parties agree that there shall be a timely processing of benefits to employees who are unable to work due to disability and which facilitates their return to work at the earliest time through appropriate case management. Employees should contact the University's Disability Claims Unit and/or their respective Human Resources personnel regarding the processing of claims.

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

13.3 In cases of absence from work when an employee suffers an injury for which s/he is receiving compensation under the Worker's Compensation Act, the employee is not entitled to sick pay or Short Term Disability benefits under the University's plan.

13.4 In cases of absence from work when an employee unable to work due to an injury which occurred while employed elsewhere and for which s/he is receiving compensation is or has been provided under the Worker's Compensation Act, the employee is not entitled to sick pay or Short Term Disability benefits under the University's plan.

13.5 Employees who have filed a worker's compensation claim shall be eligible to use any available sick leave or Short Term Disability for which the employee qualifies if the claim has been denied.

#### **ARTICLE 14**

##### **UNIFORMS**

14.1 Where required uniforms shall be worn as a condition of employment. Such uniforms shall be furnished by the University. Adequate foul weather gear shall be provided by the University as needed. The University will pay an initial allowance of \$45 for safety shoes where required by management. The parties agree to form a Joint Labor Management Committee to review uniform issues during the life of this Agreement.

#### **ARTICLE 15**

##### **WORKERS' COMPENSATION**

15.1 The University agrees to cover the employees under the Massachusetts Workers' Compensation Law on a non-contributory basis, whether or not such coverage is mandatory. In all cases where an on the job injury has been established a supplemental amount will be added to the statutory requirement so as to provide a total equal to the current weekly wage for the first three (3) weeks. An affected employee will receive three quarters of the weekly wage thereafter.

15.2 Employees who have filed a worker's compensation claim shall be eligible to use any available sick leave or Short Term Disability for which the employee qualifies if the claim has been denied.

#### **ARTICLE 16**

##### **NO DISCRIMINATION**

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

#### **ARTICLE 17**

##### **WORK UNITS**



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

- Faculty of Arts and Sciences – Undergraduate Houses
- Faculty of Arts and Sciences – Athletics
- Faculty of Arts and Sciences – Labs and Museums
- Faculty of Arts and Sciences – Main Yard
- Faculty of Arts and Sciences – North Yard
- Harvard Divinity School
- Harvard Law School
- Harvard Art Museums
- Harvard Medical School
- Harvard Real Estate Services
- Harvard School of Public Health
- Other University Departments
- Radcliffe Institute
- School of Engineering and Applied Sciences
- Harvard Graduate School of Design
- Harvard University Housing
- Harvard Arboretum (custodial employees only)
- Harvard Kennedy School of Government

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

The University reserves its right to amend the structure of these separate Work Units based upon changes in internal customer groupings.

## **ARTICLE 18**

### **SAFETY**

18.1 The University will provide and maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees.

## **ARTICLE 19**

### **MILITARY SERVICE**

19.1 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 20**

### **MANAGEMENT RIGHTS**

20.1 Except as expressly modified or restricted by a specific provision of this Agreement all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively with the University including but not limited to the right to plan, control and direct operations; determine the number of employees to be employed; hire, promote and transfer employees; determine their qualifications and direct their work; set standards for job performance, and determine services to be performed; to determine the hours of work and shifts to be worked; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to use independent contractors to perform work or services; to sub-contract, contract out, close down operations or any part thereof and to take whatever action is necessary to determine, manage and fulfill the mission of the University and its support services. The University's failure to exercise any right, prerogative or action hereby resolved to it or the University's exercise of any such right, prerogative or function in a particular way shall not constitute a waiver of the University's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provision of this Agreement.

## **ARTICLE 21**

### **WORKING OUT OF CLASSIFICATION**

20.1 While specific transfer rights are governed by the provisions of the respective Work Unit agreements, as a general principle any employee temporarily transferred from one job classification or wage category to another shall receive the rate of pay applicable to the new classification or category. Such employee shall further be entitled to work only the scheduled hours of the job to which he/she has been transferred.

Any transfer that is, or intended to be, more than 120 days duration shall be governed by the provisions of Article 29, but this shall not apply to coverage for leaves of absence.

20.2 Where a custodian is specifically designated by management to function as a temporary Assistant Crew Chief or Crew Chief for an entire shift due to the absence of the regular Assistant Crew Chief or Crew Chief, s/he shall be paid the hourly rate set forth in Article 6 for that classification for each day s/he is assigned and performs such duties. No upgrades shall apply when only the custodial duties of the absent Assistant Crew Chief or Crew Chief are assigned to a custodian. This does not require that

management designate a temporary Assistant Crew Chief or Crew Chief where management does not feel it is necessary.

## **ARTICLE 22**

### **STRIKES AND LOCKOUTS**

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

## **ARTICLE 23**

### **SEPARABILITY OF CLAUSES**

23.1 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 24**

### **SHOP VISITATION**

24.1 Union representatives shall, at all times, be permitted to confer with employees in the service of the University, provided it does not interrupt or interfere with the University's operation. 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 University agrees to cooperate with the union, when advised of the visit in advance, in making these conferences in a reasonable manner.

## **ARTICLE 25**

### **GRIEVANCES**

25.1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. All such grievances will be handled as provided in this Article. Matters raised that the parties agree do not involve the

interpretation and application of a specific provision of the Agreement shall be referred to the parties' joint labor-management committee or other parties as necessary.

25.2 No grievance shall be considered under the grievance procedure unless it is presented as provided therein with reasonable promptness after the circumstances giving rise to the grievance first occurred. A grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

Step 1. Within 21 days from the date on which the grievant and/or the Union knew or should have reasonably known of the matter or action giving rise to the grievance, the aggrieved employee, either with or without a Union representative, shall first take up the matter with the immediate supervisor. The grievance of the employee may be adjusted in a manner not inconsistent with the terms of this Agreement, provided that the Union representative has been given an opportunity to be present.

If the matter is not satisfactorily settled as a result of their discussion, the Union representative, shall submit the written grievance to the same immediate supervisor who shall add an answer in writing and send the grievance to the Human Resources Manager with a copy to the Union. If the grievance concerns discharge or discipline of an employee, the grievance must also be signed by the employee involved in order to advance beyond Step 2.

Step 2. Within one (1) week after the written grievance is received by the Human Resources Manager, but not more than ten (10) days after it is submitted to the supervisor in Step 1, the Human Resources Manager (or a representative) shall meet with the Union representative after which an answer in writing shall be submitted to the Union within one (1) week.

Step 3. If no satisfactory settlement is reached in Step 2, the Union may submit the grievance to the Director of Labor Relations or designated representative, who shall meet with the Chief Steward and a Business agent within one (1) week after submission and shall give an answer in writing to the Union within one (1) week after such meeting.

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

## **ARTICLE 26**

### **ARBITRATION**

26.1 If a grievance involving the interpretation and application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure set forth in Article 24, then either party may submit such grievance to arbitration by giving written notice thereof to

the other not later than two (2) weeks after the completion of Step 3. The grievance shall be considered as having been settled in Step 3, unless it is so submitted to arbitration within such time limits.

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

26.3 Each grievance shall be separately processed in any arbitration proceeding under this Article.

26.4 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

## **ARTICLE 27**

### **PERSONAL ILLNESS OR INJURY**

27.1 All employees shall become eligible for paid sick leave within a contract year, as follows:

#### **Less than Three Years of Service**

Six (6) days or forty (40) hours per year, whichever is greater

#### **Three Years of Service or More**

Twelve (12) days per year

27.2 This leave will be awarded and evaluated annually on the contract year. New employees will receive an advance of their first year's six (6) sick days or forty (40) hours upon hire that will be available for use following their probationary period.

27.3 Employees may use earned leave to care for their dependents, spouse, parent, or parent of a spouse in accordance with applicable laws. All unused sick leave shall be carried over to the next contract year. Sick leave shall be cumulative to a maximum of twenty-four days (24) at any one time. Nothing in this Article shall be interpreted so as to provide lesser benefits and protections than afforded by applicable laws.

**27.4 Sick Leave Minimization Incentive Pilot Program**

- a. For employees with one (1) or more years of service, extra vacation incentive days will be awarded for minimal sick time use in accordance with the table below. Extra vacation incentive days will be subject to the provisions of Article 9.
- b. The University will evaluate the overall effectiveness of this program at the conclusion of each contract year. The University reserves the sole right to discontinue this pilot program for any reason. In the event the University chooses to discontinue this program, at least seven (7) days advance written notice will be provided to the Union.

<i>If</i>			<i>Then</i>
<b>Years of Service</b>	<b>Annual Sick Leave Days</b>	<b>Sick Days Used</b>	<b>Vacation / Incentive Days Added</b>
0 to 3	6	0	2
	6	1	1
Over 3	12	0	3
	12	1	2
	12	2	1

27.5 Reasonable proof of illness or injury may be required as a condition for the payment of sick pay in cases of extended absence of at least three (3) days, or when circumstances indicate possible abuse of sick pay.

27.6 The University shall respond to employee requests for leave to a) care for an employee's newborn, newly adopted or newly placed foster child, b) care for an employee's child, spouse, or parent who has serious health conditions, c) deal with an employee's own serious health condition which makes the employee unable to perform the essential elements of his/her job, or d) deal with any other condition covered by the Family and Medical Leave Act of 1993, in a manner consistent with the provisions of the Act.

27.7 To be eligible for such leaves an employee must have completed his/her probationary period and must be eligible for University benefits. These leaves are limited to a period of up to twelve (12) weeks, in any twelve-month period and generally are unpaid. With University approval, accrued sick pay may be utilized to cover certain periods of such leaves necessitated by personal illness or disability. In addition, paid parental leave may be available for birth or adoptive parents as specified in Article 37.

27.8 Personal Leave: Employees with at least one year of service are entitled to two (2) personal days off with pay as of November 16, 2016 and three (3) personal days off with pay as of November 16, 2017 per contract year. Employees must give at least 24 hours notice in advance of taking a personal day except in cases of emergency. There is no accumulation of personal leave from one contract year to the next.

## **ARTICLE 28**

### **LAYOFF**

28.1 In the event of a determination by the University that a layoff is required, the University shall have the sole right to identify the number of affected positions, by classification and location, as well as the timetable for such layoffs.

28.2 Should a reduction in the workforce become necessary the least senior employee(s) in the affected job classification(s) within the affected Work Unit shall be laid off first. When job classification seniority is equal, the employee with the least seniority in the affected Work Unit shall be laid off first.

28.3 In the event of a reduction in force in a work unit, displaced employees, at the time of layoff, shall on the basis of bargaining unit seniority, be given priority of consideration for custodial openings for which they are qualified. This consideration shall be given prior to filling vacancies with less senior custodial employees and prior to filling vacancies from outside of the University.

28.4 Laid off employees shall receive, at the time of lay off, written information concerning the re-employment procedures. Employees who wish to be considered for such vacancies may file an application at their respective human resources office.

28.5 A laid off employee who files an application for a posted vacancy within 26 weeks of his/her date of lay off, who is re-employed shall:

- Be paid his/her former rate of pay for the posted rate of pay for the vacancy, whichever is greater. In the event a Crew Chief or Assistant Crew Chief is re-employed in a non-Crew Chief position, he/she no longer receives the Crew Chief pay differential;
- Retain his/her bargaining unit seniority.

## **ARTICLE 29**

### **SENIORITY AND JOB OPENINGS**

29.1 The University recognizes the principle of seniority for employees covered by this Agreement. In filling vacancies and making promotions, the University will award the position to the senior qualified employee seeking that position pursuant to the General Evaluation Criteria set forth in Side Letter C.

29.2 Whenever there is a job vacancy in any of the Work Units, notice of the vacancy shall be posted on the appropriate bulletin boards for five (5) days and forwarded to the Union. The notice of vacancy shall not be posted to the general public for a period of two (2) weeks from the original posting date. A change of an employee(s) shift and or work schedule does not constitute a vacancy within the meaning of this Article.

29.3 In accordance with Side Letter C, the University will consider applicants for vacancies on the basis of seniority, ability and performance. Any employee who is interviewed for a vacancy and is not selected shall be advised in writing by the University of the reason(s) for the non selection that shall reference the General Evaluation Criteria set forth in Side Letter C. Such criteria shall not be arbitrarily or capriciously applied by the University. The University will interview applicants in order of seniority until the vacant position is filled.

29.4 When a new job is created or an existing job is vacated but not eliminated, that job shall be posted and awarded as set forth in this Article unless the vacated job is due to temporary summer employment, coverage for an employee's paid time off, or some other temporary assignment.

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)

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

29.6 If a Category B employee works an entire period of 90 consecutive days at more than 20 hours per week, then management will post a Category A position. This shall not apply where the Category B employee is filling in for another employee on leave (such as vacation, illness/disability, maternity, etc.)



### **ARTICLE 30**

#### **BULLETIN BOARDS**

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

### **ARTICLE 31**

#### **CONTRACTED OUT WORK**

31.1 The University shall not subcontract any work which would come within the scope of this Agreement unless the subcontractor agrees to comply with the University's wage and benefits parity policy which requires contractors to pay their on-campus employees total compensation comparable to the total compensation received by employees covered by this Agreement. Core benefits, defined as holidays, sick leave, vacation leave, health insurance, pension, tuition assistance, scholarships for childcare, union leave, overtime, seniority and steward rights, shall be provided in accordance with this Agreement.

31.2 The University shall conduct audits of private custodial contractors rendering such services to the University. These audits are intended to ensure that these contractors are in compliance with the applicable University wage and benefit parity policies.

31.3 Should the University decide to change current contractors for work covered by this Agreement, the successor contractor shall be required to hire from the pool of all current employees of the predecessor contractor performing the work to be performed under the successor contract subject to any applicable state and/or federal employment laws, without loss of seniority, wages, or comparable benefits and without serving a probationary period.

31.4 Should the University decide to contract out work currently being self-performed, the new contractor shall be required to hire from the pool of all current University employees performing the work to be performed under the new contract. Such employees shall be hired by the successor or new contractor, subject to any applicable state and/or federal employment laws or regulations, without loss of seniority, wages or comparable benefits and without serving a probationary period.

31.5 Should the University decide to self-perform work currently being contracted out, and need to add additional staffing, it will give hiring preference to the employees of the predecessor contractor provided such employees are qualified pursuant to the General Evaluation Criteria set forth in Side Letter C. Any employee hired shall be hired subject to any applicable state and/or federal employment laws, without loss of seniority, wages, or comparable benefits, and without serving a probationary period.

## **ARTICLE 32**

### **UNION LEAVE**

32.1 The University agrees to release from work without pay, but without loss of seniority five (5) employees to work with Union, provided that no more than two (2) employees may be granted such leave from the same work unit simultaneously. The University agrees that within fifteen (15) working days of being notified by the Union, they shall release the person(s) requested by the Union for a maximum period of up to six (6) months. The University further agrees that the released employees shall be returned to their former Work Unit, shift, work hours and job classification subject to operational needs.

## **ARTICLE 33**

### **FULL TIME WORK**

33.1 The University agrees that it will make its best effort, and will work with its contractors providing custodial services, to reach the goal of increasing, on an attrition basis, the percentage of full time work to 75% of custodial employees. In the event that the goal of 75% is met, the parties will discuss increasing the goal amount.

33.2 In an effort to accurately set future full-time employment goals, the University, its contractors, and the Union shall survey all less-than-full-time employees in order to determine the number of employees seeking full-time schedules. The parties' respective survey data shall be shared.

33.3 The University agrees, as a goal, to phase out split shifts within the first two years of this Agreement without, in so doing, reducing the total weekly hours of employees currently working such shifts. The University will require its contractors to work toward the same goal for contracted employees.

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

## **ARTICLE 34**

### **STEWARDS**

34.1 The University 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-five (25). The Union shall notify the University of the names of its stewards and other accredited Union representatives. The Steward shall have the right to investigate all grievances during their hours of work without loss of pay and shall be granted up to two hours of release time per month 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 Shop Steward or a Union representative, if the Shop Steward is not available, shall be at all grievance meetings. Such Shop Steward or Union representative shall be given reasonable advance notice of the meeting, when possible. In the event that either the Shop Steward or other Union representative is not available to attend

the meeting, the grievance meeting will be rescheduled to allow for the presence of a Union representative.

### **ARTICLE 35**

#### **IMMIGRATION**

35.1 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 University agrees to the following procedure:

a. In the event an issue or inquiry arises involving the immigration or work status of a non-probationary employee, the University 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.

b. 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 University is given reasonable notice of planned absences and written verification of appointments, hearings or other proceedings is submitted when requested by the University.

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

35.3 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 36**

#### **CHILDCARE ALLOWANCE FUND**

36.1 Employees shall be eligible to participate in the University's Service and Trades Childcare Scholarship Fund.

### **ARTICLE 37**

#### **MATERNITY/PATERNITY LEAVE**

37.1 A maternity/paternity leave of absence is available to an employee who is becoming a parent of either a natural or an adopted child. A twelve (12) week leave period from the date of the birth or adoption is provided for birth or adoptive parents, some or all of which may be unpaid, with assurance of return to the same or an equivalent position. With University approval, unused vacation and, in the case of personal illness or disability, accrued sick pay, may be utilized to cover certain periods of such leave. In addition, birth or adoptive parents will receive three days paid parental leave. The period of leave is intended to cover whatever time off is necessary immediately preceding and/or following the child's arrival.

37.2 An employee initiating foster care may take up to twelve (12) weeks of unpaid leave. S/he may use accrued vacation time to pay for all or part of the leave.

37.3 To be eligible for any leave provided for in this Article, an employee must have completed his/her probationary period and must be eligible for University benefits.

### **ARTICLE 38**

#### **TRAINING**

38.1 The University will make its best efforts to offer all employees custodial training consistent with the operational needs of the relevant operational group.

### **ARTICLE 39**

#### **FAIR DAY'S WORK**

39.1 The parties agree to the principle of a fair day's work for a fair day's pay. Accordingly, the parties agree to convene a labor-management committee that will meet twice per year, or otherwise upon mutual agreement, and shall include senior members of the University's Office of Labor and Employee Relations, University Operations, and senior Union stewards. Once per year the University's Vice President of Human Resources and the Union's Director of Higher Education shall attend such meetings.


### **ARTICLE 40**

#### **DURATION OF AGREEMENT**

40.1 This Agreement shall become effective on November 16, 2016 and shall remain in effect through November 15, 2020 and from year to year thereafter unless and until either party gives notice in writing to the other at least sixty (60) days prior to November 15<sup>th</sup> 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 23rd th day of October, 2017.

For the President and Fellows  
of Harvard College

BY   
Paul Curran  
Director  
Labor & Employee Relations

Lauren Degley Feldman

Kristina McCarthy

Jason Luke

Diane Ramirez-Riley

  
Zachary See

  
Polly Scannell

Rhuel Worrell

For the Service Employees' International Union  
Local 32BJ, AFL-CIO

BY   
Roxana Rivera  
Vice President

  
Jason Faria, Dir. Higher Education Div.

Sonia M Acosta



Nancy Diaz

Miguel Zoliste

Sasino Cardoso

## APPENDIX A

### BENEFIT AND RETIREMENT PLANS

Except as modified by Side Letter A, the Union agrees that the University offered Staff and Hourly Pension, health, dental, retiree medical and life insurance plans, will apply to its members who are regularly assigned to a work schedule of twenty (20) hours or more per week for the duration of this collective bargaining agreement. Employees who are regularly assigned to a work schedule of sixteen (16) hours or more per week are eligible to participate in the University offered health insurance plans. . Issues relating to the scope and application of the plans will be determined solely by and in accordance with the procedures established in the benefit plan documents. Harvard reserves the right to amend the plans and the plan documents during the term of this agreement; provided, however, that no future substantive economic amendments made to the plans other than those currently identified and accepted in this agreement, will apply to the members of the SEIU.

#### Benefit and Retirement Plans

##### Benefit Summary

##### A) Active Health – Effective January 1, 2018

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

##### (a) In-network member costs

##### (b) POS/PPO: Effective January 1, 2018

- Eliminate PPO
- Out-of-network costs
  - Coinsurance – 30% (from 20%)
- Out-of-network outpatient mental health and substance abuse care has no deductible and 20% coinsurance

##### (c) Dental – Dental alignment consistent with non-union and faculty effective January 1, 2018

##### (d) Co-pay Reimbursement Plan

**With \$25**

**copay**

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

(e) Premium Subsidy Salary Tiers – Effective January 1, 2018

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

B) Post Retiree Health

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

C) Pension

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

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

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

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

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

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

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

All employees will be eligible for Harvard University Employee Credit Union membership. All employees will be eligible for University-sponsored employee "T" pass subsidy programs.



## **SIDELETTER A**

### **HEALTH CARE INITIATIVE**

Until midnight on December 31, 2017, the Employer will maintain current healthcare payments to the Boston Building Service Fund as negotiated in the previous agreement.

Effective January 1, 2018 Harvard agrees, for employees who chose to participate in the union's Building Service 32BJ Health Fund (the "Fund"), to make payments into the Fund subject to the University's agreement of the rules and regulations determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust in the monthly amounts as follows:

Effective January 1, 2018	\$1,146 per eligible employee
Effective January 1, 2019	\$1,204 per eligible employee
Effective January 1, 2020	\$1,306 per eligible employee

All employees shall be considered eligible unless they are (a) enrolled in a Harvard University health plan or (b) have declined both Harvard University's health plans and the Building Service 32BJ Health Fund and have attested to alternative comparable medical coverage.

The obligation to contribute shall commence on the employee's date of hire. Employees shall immediately be eligible to be participants in the Fund. Employees who are regularly scheduled for sixteen (16) hours or more per week shall be eligible for coverage and the Employer shall make the payments on those employees.

If the Employer fails to make required reports or payments to the Funds, the Trustees may take necessary action including, but not limited to, immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreement, as well as any and all collection expenses including, but not limited to, counsel fees, arbitration costs and fees, court costs, auditor's fees, and interest.

If any future applicable legislation is enacted, there shall be no duplication accumulation of coverage, and the Parties will negotiate such changes as may be required by law.

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 Trustee 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.

The Employer shall have an open enrollment period each year and notify the fund of which employees have chosen to participate in the SEIU 32BJ Fund by December 7th each year. The parties will work constructively to ensure the Fund provides necessary information to the University to conduct its Open Enrollment period.

For the University

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For SEIU 32BJ, Local 615

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**SIDELETTER B**

The parties agree to sponsor a joint steward-supervisor training on this Collective Bargaining Agreement within 90 days of its effective date. The training will include a complete review of the Agreement to ensure the effective implementation of the Agreement.

For the University

For SEIU Local 615

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### SIDELETTER C

#### GENERAL EVALUATION CRITERIA

During the course of the 2005 negotiations for a successor collective bargaining agreement, the University presented the following summary of evaluation criteria for all open custodial positions:

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"><li>● Punctuality: reports to work on time daily</li><li>● Attendance: demonstrates consistent reliability; minimizes unscheduled absences</li></ul>
Work Attitude	<ul style="list-style-type: none"><li>● Regularly demonstrates willingness to take on new assignments and associated training</li><li>● Accurately and promptly follows supervisory instructions, asks for clarifying instructions when needed</li><li>● Works well with customers, supervisors and other team members; exhibits appropriate workplace behavior</li></ul>
Work Quality	<ul style="list-style-type: none"><li>● Assigned work areas are consistently clean and well maintained</li><li>● Demonstrates sound judgment in performance of all assignments (e.g. takes proper care when working in private offices or around other personal items; uses proper techniques when handling or dispensing chemicals)</li></ul>
Productivity	<ul style="list-style-type: none"><li>● Properly completes work assignments in a timely fashion</li><li>● Uses proper cleaning techniques; leverages equipment and training to perform work safely and efficiently</li></ul>
Technical Skills (In addition to basic cleaning skills)	<ul style="list-style-type: none"><li>● Properly operates some or all of the following machines: carpet extraction equipment, floor buffers and burnishers</li><li>● Trained in the proper clean up of spills that may contain Bloodborne Pathogens</li></ul>
Other Skills (e.g. Physical Ability, Leadership)	<ul style="list-style-type: none"><li>● Possesses physical abilities required to complete assignments (e.g. regularly climbing stairs while carrying heavy trash or equipment)</li><li>● Demonstrates sound judgment and maturity in identifying and/or helping to resolve workplace issues</li><li>● Maintains a professional appearance and demeanor at all times</li></ul>
Communication Skills	<ul style="list-style-type: none"><li>● Communicates effectively with customers, co-workers, and supervisors, in English as required</li></ul>
Disciplinary History	<ul style="list-style-type: none"><li>● Possesses satisfactory performance record with an absence of relevant disciplinary actions</li></ul>
Customer Familiarity	<ul style="list-style-type: none"><li>● Possesses useful experience with customer contact for the assignment area</li><li>● Maintains a positive reputation with the customer contact as a productive worker</li></ul>
Building/Area Familiarity	<ul style="list-style-type: none"><li>● Possesses useful experience in the building or assignment area</li></ul>
Availability for Overtime and Emergency Response	<ul style="list-style-type: none"><li>● Demonstrated willingness to work during off-shifts and/or respond to off-hour emergencies</li></ul>

For the University

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For SEIU Local 615

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## **SIDELETTER D**

### **POLICY ON EXTRA COMPENSATION FOR FURNITURE MOVING**

#### **Overview**

The University is not in the primary business of providing moving services. However, from time to time it is necessary to render moving services on a limited scale in order to meet the expectations of our customers. In all such cases, University management will evaluate customer requests to determine whether University personnel and equipment should be used. This policy on extra compensation is intended to recognize occurrences where furniture moving becomes the primary task of a custodian for an extended period of time (Furniture Moving).

Incidental furniture moving is part of the duty of a University custodian. This policy does not apply to any moving tasks that may be required in order to provide: effective cleaning of assigned areas, function or event set up, or assistance with small scale intra-office or intra-suite moves including desks, chairs and file cabinets.

#### **Extra Compensation**

A premium of seventy-five cents (\$1.00) per hour will be paid to all custodians for time worked performing Furniture Moving, as described in the following Criteria for Extra Compensation.

#### **Criteria for Extra Compensation**

The premium for Furniture Moving is intended to recognize those custodians who perform moving services as their *primary task for extended periods of time*. For example, an event set-up for a small luncheon that occurs on a weekly basis would not qualify as Furniture Moving; neither would a request to move furniture about a room to enable floor stripping. However, the large-scale movement of the suite furniture from student rooms to storage areas within the Undergraduate Houses would qualify as Furniture Moving and therefore be subject to the hourly premium. Another example that might qualify for the Furniture Moving premium would be a large-scale moving project such as relocating furniture within a building significantly damaged by fire or flood.

#### **Moving Seasons in the Undergraduate Houses**

In the Undergraduate Houses, only large furniture moving projects will qualify for extra compensation as Furniture Moving. For example, the set-up of student suite furniture in an entire building, often a

weeklong project, would qualify as Furniture Moving. In the Undergraduate Houses, this activity typically occurs during late May and early June (after student move-out and prior to Reunions), in mid-June (after Senior move-out, and prior to Summer School) and in late August and early September (after Summer School and prior to student move-in).

### **Management Determination**

Management will notify custodians in the Undergraduate Houses or other areas whenever the Furniture Moving premium is in effect.

### **Training**

Management will provide all custodians assigned to primary moving tasks – as identified above – with appropriate training to safely lift and move heavy objects, and properly operate assistance devices including two wheelers, dollies and furniture lifts.

### **Equipment**

Management will provide appropriate assistance devices for moving heavy objects whenever safety concerns dictate.

For the University

For SEIU 32BJ, Local 615

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