



## Detailed Summary of the 2018 – 2021 Harvard-HUCTW Contract Harvard Union of Clerical and Technical Workers

On December 4, 2018, HUCTW members voted to ratify a new Harvard-HUCTW contract covering the period from December 5, 2018 to September 30, 2021. Below is a Detailed Summary of the 2018 - 2021 Contract. These changes will be incorporated into two books (the HUCTW Personnel Manual and the HUCTW Agreement) later in 2019. Other than the changes described in the summary below, all policies and programs in the previous contract (2015 - 2018) will remain the same.

Highlights of the 2018 - 2021 Contract include:

- **Salary Increases:** In the first year of the contract, the average member\* with one year of service will receive a salary increase of about **3.8%** on December 5, 2018. In the second and third years of the agreement, the average member (with one year of service as of each raise delivery date) will receive a salary increase of approximately **3.5%** in each year. Raises will be delivered on October 1, 2019 and October 1, 2020, respectively. *\*The average member earns \$58,000; the formula to determine raises for all other salaries is below under “Pay Increase Program.”*
- **Use of Contingent Workers:** Significantly stronger policies and enforcement mechanisms around the inappropriate use of less-than-half-time workers (LHTs) and temporary workers, as well as an in-depth study on the use of outsourcing at Harvard and its impact on HUCTW staffing.
- **Term Position Protections:** Recall rights for union members in term positions — if a member’s term position comes to an end and the same job becomes available within six months, the member will have the right to be reinstated into that position.
- **Health Care Premium Costs:** Inflationary adjustments in 2022 to health care income thresholds that determine how much members pay for their health care premiums, ensuring that premiums stay affordable for members at all levels of pay. There will be no changes to copayments or other out-of-pocket costs, and no changes to the percentage formulas that determine how much members pay towards their premiums.
- **Financial Assistance Funds:** Substantial increases to all Harvard-HUCTW funds, including the Childcare Fund, the Education Fund, the Transportation Fund, and the Work Security Fund, in order to maintain and, in some cases, increase award amounts to members.

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# 1. Pay Increase Program

## Summary

- **Effective Dec. 5, 2018:** Structure raise of 2.3% + Progression raise of \$850 = your 2018 raise\*
- **Effective Oct. 1, 2019:** Structure raise of 2.0% + Progression raise of \$875 = your 2019 raise\*
- **Effective Oct. 1, 2020:** Structure raise of 2.0% + Progression raise of \$900 = your 2020 raise\*

**\*Please note:** The Structure and Progression increases listed above are both increases to your annual base salary (ie: the 2.3%, 2.0%, 2.0% Structure increases and the \$850, \$875, \$900 Progression increases are raises not bonuses). When these two increases are added together they equal your total raise for each year of the contract. The Progression increase above is for an employee who works 35 hours a week. For those who work weekly hours other than 35, your Progression increase will be adjusted proportionally for your hours.

**Examples of first year salary growth:** Below are examples of how the first-year raise (effective December 5, 2018) will affect members with different salaries and amounts of service who work 35 hours a week.

If you have <b>at least one year</b> of service as of December 5, 2018			
Your current salary	\$40,000	\$58,000	\$75,000
Your 2018 raise	<b>4.4% raise (\$1770)</b>	<b>3.8% raise (\$2184)</b>	<b>3.4% raise (\$2575)</b>

If you have <b>less than one year</b> of service as of December 5, 2018			
Your amount of service as of December 5, 2018	Less than 12 but more than 6 months of service	Less than 6 but more than 0 months of service	Hired after December 5, 2018
Your 2018 raise	<b>2% raise</b>	<b>1% raise</b>	<b>No raise for 2018</b>

**Example of three years of salary growth:** The following example demonstrates the effect over time of the three annual increases on the average member with one year of service as of December 5, 2018:

Current 2018 Salary: \$58,000

- December 5, 2018 increase: 2.3% + \$850 = **3.8%** (\$2184 raise).....new salary \$60,184
- October 1, 2019 increase: 2.0% + \$875 = **3.5%** (\$2079 raise).....new salary \$62,263
- October 1, 2020 increase: 2.0% + \$900 = **3.5%** (\$2145 raise).....new salary \$64,408

Total salary growth over three years in dollars = **\$6408 in salary growth**

Total salary growth over three years as percentage = **11.0% salary growth**

**Please note:** The numbers above are only examples, showing the impact of the 2018-20 salary increase program on staff members with different lengths of service and salary levels. To calculate your individual increase more accurately, please visit our [web-based salary increase calculator](#).

## Full Description of Salary Program

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**Structure Increases:** In each year, all staff members in the HUCTW bargaining unit and on the active payroll as of the effective date of the pay increase are eligible for a structure increase:

- For members with 12 months or more of service as of the increase effective date, the structure increase will be 2.3% in 2018, and 2.0% in 2019 and 2020.
- For members with less than 12 but more than 6 months of service as of increase effective date, the structure increase will be 2%.
- For members with less than 6 but more than 0 months of service as of the increase effective date, the structure increase will be 1%.
- For members who started after the increase effective date, there will be no structure increase for that year. The three increase effective dates are December 5, 2018, October 1, 2019, and October 1, 2020.

**Progression Increases:** In each year, all staff members in the bargaining unit with one year of service or more as of the effective date of the pay increase are eligible for a progression increase.

- The December 5, 2018 progression increase amount will be \$850 in annual pay for a 35-hour work week, adjusted proportionally for weekly hours other than 35.
- The October 1, 2019 progression increase amount will be \$875 for a 35-hour work week, adjusted proportionally for weekly hours other than 35.
- The October 1, 2020 progression increase amount will be \$900 for a 35-hour work week, adjusted proportionally for weekly hours other than 35.
- Those with fewer than 12 months of service as of each increase effective date will not receive a progression increase for that year.

**Ratification Bonus:** After ratification, each member hired before December 5, 2018 will receive a lump-sum payment covering the value of the first-year pay increase on regular pay for the period between October 1 and December 5, 2018. The specific formula for calculating lump-sum payment amounts will be 0.4% of annual pay plus \$4.00 per hour in the regular weekly work schedule.

- **Example:** Jane's current salary is \$58,000 and she works 35 hours per week. Jane will receive a Ratification Bonus of  $(0.4\% \text{ of } 58,000) + (\$4.00 \times 35) = \$372$

## Other Salary Program Details

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- All **salary grade minimums and maximums** will increase by 2.3% in 2018, by 2.0% in 2019, and by 2.0% in 2020, effective on the increase effective dates listed above.
- **Shift differentials** will increase as follows:
  - \$1.75 on December 5, 2018
  - \$1.80 on October 1, 2019
  - \$1.85 on October 1, 2020
- The **meal allowance** will increase to \$14.00, effective October 1, 2019.

## 2. Contingent Work Policies

Under the 2018 - 2021 Contract, there will be a number of policy changes that more clearly define and strengthen limits on the use of directly-employed LHTs (Less-Than Half-Time employees) and Temps, as well as temporary agency employees, in Harvard departments. The primary goal of these policy changes is to ensure

that Harvard units are only utilizing LHTs, Temps, and Agency Temps in situations where it is appropriate. The new rules will take effect in March of 2019, 90 days after ratification of the new contract.

### **Limits on the Employment of LHTs and Temps**

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- LHTs may be employed for up to 14 hours per week. Three or more instances of a LHT working more than 14 hours in a week within a one-year period will constitute a violation of this rule.
- Temps may be employed for up to 3 months (13 weeks). Continuing employment of a Temp beyond the 13-week limit will constitute a violation of this rule.
- If a department violates either the LHT or Temp rule as outlined above, the department will not be allowed to continue employing the incumbent as a LHT or Temp. The department could hire the employee into a regular position with benefits. However, the LHT or Temp employee in question may not be employed as a LHT or Temp again for a period of 8 months.
- Repeated cycling of an employee between LHT and Temp status will not be permitted. A department may switch an employee's status from Temp to LHT or from LHT to Temp, one time only.
- As in the past, exceptions to the limits on LHT and Temp employment will be made for Harvard students, for Harvard retirees, and for LHT or Temp employees who are filling in for a regular staff member on an approved leave of absence.

### **Limits on the Employment of Agency Temps**

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- Employees of temporary agencies may work in a Harvard department for up to three months (13 weeks).

### **Information-Sharing**

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- The University will provide HUCTW with information about LHT and Temp employees on a monthly basis. The data to be shared will include information on individual LHT and Temp employees in all Harvard units, showing weekly hours worked and the duration of employment.
- The University will provide HUCTW with information about temporary agency employees working in Harvard departments at least twice per year.

### **Joint Committee on Contingent Work**

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A Joint Committee on Contingent Work (JCCW) will be formed, consisting of HUCTW and University representatives and meeting on a regular basis. The JCCW will be charged with monitoring compliance and overseeing enforcement of rules regarding Temps, LHTs, and Agency Temps.

### **Outsourcing**

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The JCCW will carry out a review of trends and impacts related to outsourcing of HUCTW positions at the University. The JCCW study will consider the following:

- Identifying instances of outsourcing of HUCTW work and analyzing trends related to this outsourcing.
- Analyzing data related to the impacts and effects of outsourcing of HUCTW work on HUCTW members, and on pay and benefit standards at the University.
- Examination of policies related to outsourcing as they affect other employee groups at the University.

### 3. Term Positions

When a member's term position ends, a department or organizational unit continues to have an obligation to that member for a six-month period. During this time, the department or unit must: (a) make an offer of employment (reinstatement) to the member should the same job again become available, or (b) give strong preference to the member in filling any new job having similar duties and responsibilities, provided that the term employee is qualified to perform the duties of the open job.

### 4. Health Care

There will be no changes to copayments or other out-of-pocket costs, and no changes to the percentage formulas that determine how much members pay towards their premiums.

#### Premium Tier Adjustments

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The income tier thresholds that determine how much each member pays towards her/his health care premium will move effective January 1, 2022 as follows (**this is a positive change that will reduce some members costs**):

Salary Tiers	Current premium thresholds	New premium thresholds, as of Jan. 1, 2022
Salary Tier 1	Members earning less than \$55,000 pay 13% of the health insurance premium	Members earning less than \$60,000 pay 13% of the health insurance premium
Salary Tier 2	Members earning \$55,000 - \$75,000 pay 15% of the health insurance premium	Members earning \$60,000 - \$80,000 pay 15% of the health insurance premium
Salary Tier 3	Members earning \$75,000 - \$100,000 pay 20% of the health insurance premium	Members earning \$80,000 - \$100,000 pay 20% of the health insurance premium
Salary Tier 4	Members earning more than \$100,000 pay 25% of the health insurance premium	Members earning more than \$100,000 pay 25% of the health insurance premium

#### HUGHP Enrollment Incentive Program

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The University agrees to continue to offer the HUGHP Incentive program to HUCTW members, with the same terms as under the 2015 - 2018 Agreement. The program is intended to encourage employees to consider choosing the Harvard University Group Health Plan (HUGHP) for their health coverage, as it is a lower cost plan for members and for Harvard:

- **For the remainder of 2018, and continuing for 2019:** The University will provide a one-month premium waiver (rebate) for employees who choose HUGHP at the time of their initial health plan enrollment at Harvard.
- **In Open Enrollment for 2019 (Oct. 31, 2018 – Nov. 14, 2018):** The University will provide a two-month premium waiver (rebate) for current employees who switch from Harvard Pilgrim Health Care (PHC) to HUGHP.

## Copayment Reimbursement Plan Eligibility

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HUCTW members on approved medical leaves of absence, including all of those out on Short-Term Disability or Long-Term Disability, are eligible to participate in the Copayment Reimbursement Program.

## Retiree Life Insurance Coverage

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Effective January 1, 2020, Basic Life Insurance coverage for retirees will be capped at \$50,000. This applies to members who earned \$100,000 or more annually while employed at Harvard.

### Health Care Group

The HUCTW Contract will include new language defining the charge of and assigning responsibilities to the union-management Health Care Group (currently on pages 22-23 of the [2015-2018 Agreement](#)) to include:

- Examining retiree medical plans and investigating ways to avoid large, one-time increases in monthly premiums for retirees.
- Discussing and resolving problems that arise related to the administration of the Copayment Reimbursement Plan.
- Confirming the continuation of the HUGHP Incentive program after 2019, or considering changes to the program in 2020 onwards.

## 5. Jointly Administered Fund Programs

Jointly administered funds supporting particular workforce needs (including: Childcare Fellowship, Education Fund, Transportation Fund, Academic Enrichment Fund, Work Security Program, Joint Activity and Training Fund, and, the Supplemental Fund) will increase in each year of the Agreement. The following funding levels have been agreed upon for all funds combined:

- **Fiscal Year 2019:** For the nine-month period beginning October 1, 2018, the Joint Funds referenced in Article I of the Agreement will be funded in the amount of \$1,919,000 (7%). The Joint Transportation Fund will increase by an additional 2% (on top of the 7% above).
- **Fiscal Year 2020:** For the year beginning July 1, 2019, the Joint Funds will be funded in the amount of \$2,629,000 (2.75 %).
- **Fiscal Year 2021:** For the year beginning July 1, 2020, the Joint Funds will be funded in the amount of \$2,700,000 (2.75%).
- **Fiscal Year 2022:** For the three-month period of July 1, 2021 - September 30, 2021, the Joint Funds will be funded in the amount of \$694,000 (2.75%).
- **Mid-Contract Check-In:** April 1, 2020 the parties will assess the change in unit size. If the average unit size (over the previous 18 months) has grown by 3.5%, the parties will adjust the funding amounts proportionally to reflect the percentage of growth in the unit size. The parties agree that any such adjustment will be accounted for when the parties renegotiate overall contractual funding amounts.

## 6. Contract Language: Problem Resolution Process

The section of the Contract titled “Individual Problem Resolution” will be rewritten as follows. The original text for comparison can be found on pages 9-11 in Article 1 of the [2015-2018 Agreement](#).

### **INDIVIDUAL PROBLEM RESOLUTION**

#### **Introduction**

*We acknowledge that individual workplace problems will arise at Harvard University and that a fair and constructive approach should be established to address such matters promptly. Problems should be dealt with in an expeditious manner and should be processed through the problem resolution procedure without unnecessary delay. We agree that the following principles will apply:*

- *Workplace problems are best solved at the local level.*
- *Consensus building is often the most effective approach to problem solving.*
- *Open communication is essential to achieving consensus in problem resolution.*
- *The structure should encourage employees to seek resolution of individual work-related problems.*
- *The process of problem resolution is intended to be flexible and should encourage the use of all resources appropriate to the specific issues.*
- *Individuals serving in the problem resolution process must be skilled and trained.*
- *Participants in the problem resolution process will respect the privacy of the individual involved and will treat the issues in a confidential manner.*
- *The individual employee whose problem is being reviewed shall be given an opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem.*
- *When agreement is reached in resolving a workplace problem, any corrective action required will be taken promptly.*
- *The process outlined in the following problem resolution procedure may be modified by mutual agreement of the members of the local problem-solving group for a specific situation because of extraordinary circumstances.*

#### **Problem Solving Process**

##### **Employee-Supervisor Discussions**

*In the event an employee covered by the collective bargaining agreement experiences a problem in the workplace, every effort should be made to address and resolve the matter through direct and forthright communication between the affected employee and the immediate supervisor and/or other appropriate management personnel.*

*In the event an employee and supervisor are unable to resolve the problem, they should request assistance from authorized representatives of HUCTW and the local personnel office to work together in developing a fair and reasonable solution to the problem. The objective of this support is to facilitate the problem-solving process between the employee and the supervisor.*

*In the event a satisfactory solution to the problem is not reached, the employee, the employer, or the Union may continue the process by requesting a review of the situation with the Regional Problem Solving Team*

*(RPST). Individuals should request RPST assistance within 30 days of the incident/problem. There are two RPSTs, one for the Longwood Medical Area and one for the Cambridge and Allston Campuses.*

### **Regional Problem Solving Team**

*The Regional Problem Solving Team (RPST) is an important element in the resolution process. Every effort should be made to reach a satisfactory solution at the RPST stage of the process, and it is expected that few problems will remain unresolved at this level.*

*The RPSTs will consist of an equal number of qualified representatives from the Union and the University, selected by the University Problem Solving Team (UPST) from a pool suggested by the Union, schools and departments. When a problem is brought to the RPST, a joint pair, consisting of one representative of the Union and one representative of the University, will be assigned to work with the parties to help resolve the problem.*

*At the start of each case, the RPST co-chairs will prepare and forward a problem-solving log to the assigned pair. The log will identify the employee, union representative, HR contact, and supervisor or manager involved, as well as a general statement of the problem to be resolved.*

*It is recognized that an integral part of consensus building is the identification and objective evaluation of information and facts relevant to an issue being discussed. The RPST should be encouraged to seek additional resources as necessary and appropriate in addressing a specific problem. An appropriate summary of the proceedings should be kept by the RPST. RPST co-chairs will confer with the assigned RPST pair after 45 days to discuss the status of the problem and to consider whether a resolution may still be possible, or if the RPST process should be concluded.*

*In the event consensus cannot be reached at the RPST level, the RPST pair will advise the parties promptly that the RPST process is concluded and that the unresolved problem may be referred to the University Problem Solving Team (UPST). Normally, a party seeking further review of a problem should notify the UPST within 10 days of the completion of the RPST process.*

### **University Problem Solving Team**

*In support of the RPST, the Union and the University will provide a University Problem Solving Team (UPST) of experienced participants. The membership of the UPST will consist of an equal number of representatives from the Union and the University.*

*If an unresolved RPST case is escalated to the UPST level, a joint UPST pair, consisting of one representative of the Union and one representative of the University, will be assigned to confer with the RPST pair assigned below to determine the nature of the unresolved issue, and work with the parties to resolve the problem. The UPST will prepare a summary of its activities in each case. Normally, UPST cases should be completed within 45 days of the referral. (Note: Some cases may last longer for specific reasons.)*

*The function of the UPST will also be to oversee the problem solving process as a whole at the University, to augment the work of the RPSTs, and to support the concept of local problem solving.*

### **Mediation to Final Conclusion**

*If the problem remains unresolved after all these efforts have been exhausted, the Union or the University may request the assistance of a mediator acceptable to both parties to the Agreement. The objective of the*



*mediator will be to seek a fair and equitable solution which takes into account the needs of the employee and the University.*

*The mediator may make recommendations for the resolution of the problem and, if a consensus is still not reached, will make a final decision. However, the mediator will have no authority to make a final decision on any matter which does not involve the interpretation or application of the terms of the Agreement including the provisions of the Manual determined to be arbitrable.*

*The University and the Union will work closely with the mediator in this process, and all reasonable resources will be made available.*

## **7. Contract Language: Progressive Disciplinary Process**

The section of the Contract currently titled “Disciplinary Process” will be rewritten as follows. The original text for comparison can be found on pages 42-44 of the [2015-2018 Personnel Manual](#).

### **EMPLOYEE PERFORMANCE, COACHING, AND THE DISCIPLINARY PROCESS**

*This section of the manual applies only to employees who have successfully completed their Orientation and Review Period. Staff still in their Orientation and Review Period should refer to that section of the Personnel Manual.*

#### **Introduction**

*Each employee is expected to meet certain expectations in job performance and conduct. Situations may arise in which these expectations are not being met and additional guidance may be appropriate. The purpose of this section is to outline for supervisors and employees the process for addressing performance issues.*

*In these situations, the supervisor should work with the employee to help improve the employee’s performance or conduct, applying the principles below. These principles describe a progressive process, beginning with informal coaching and discussions, but potentially escalating to more formal disciplinary steps if the employee’s performance or conduct has not improved.*

*Each step of the progressive process below should be used to attempt to seek resolution of the issues. The employee should be given a reasonable opportunity to improve and meet the specified expectations after each step, and escalation to a more serious disciplinary step should only be made if there has been no such improvement and should not be taken lightly. If managers or employees have questions about the process, they should consult human resources or HUCTW.*

#### **General Principles**

##### **1. Informal Coaching and Discussion**

*If a supervisor has concerns about an employee’s performance or conduct, the supervisor should clearly identify those concerns and attempt to assist the employee in meeting the specified expectations through timely conversation and coaching.*

*Initiating direct, open communication as soon as problems or concerns are identified may help supervisors and employees resolve most concerns informally before they escalate to more serious*

*disciplinary issues.*

## **2. Progressive Disciplinary Process**

*No disciplinary action should be taken without just cause and all discipline should be issued in a timely manner. The parties agree that the concept of progressive discipline will apply as described below.*

*Progressive discipline is a system of graduated levels of discipline. The goal of progressive discipline is to provide the employee with the opportunity to improve their performance or conduct to a level that meets the required expectations.*

*It is recommended that the employee consult with the union and that the supervisor consult with local human resources at the start of, and throughout, the disciplinary process.*

*Advance notice should be given of formal disciplinary meetings to give both the employee and the manager a reasonable time to prepare.*

- **Verbal Warning:** *After the informal conversation and coaching, if a supervisor still feels the employee is not meeting expectations, the supervisor should issue a verbal warning.*

*In order to issue a verbal warning, the supervisor should hold a meeting with the employee where the parties review the history of the problem, outline possible solutions, and discuss the potential for further disciplinary consequences if the problem persists.*

*The supervisor will create a written record of this meeting, including the date, participants, and the content of the discussion, and will provide a copy to the employee. This record should also indicate that the meeting served as a “verbal warning.”*

- **Written Warnings:** *If the supervisor still has concerns about the employee not meeting expectations and the employee has already received a verbal warning, a formal written warning or warnings should be issued.*

*A written warning should describe the supervisor’s concerns, including examples, if applicable, and will be accompanied by a meeting similar to the one described above, under “Verbal Warning.”*

- **Final Written Warning:** *the final written warning is typically the last step in progressive discipline before termination. The final warning should be issued when the supervisor still has concerns about the employee not meeting expectations, is contemplating termination and the employee has already received a verbal and written warning(s). The final written warning should be accompanied by a discussion reviewing the supervisor’s concerns, in which the possibility of termination is made clear.*
- **Termination:** *Termination should only be considered after all other avenues have been thoroughly explored. A possible intermediate step between a final written warning and termination might be suspension with or without pay.*

*The steps of progressive discipline are meant to apply to most issues involving an employee’s performance or conduct issues. However, the parties recognize that there may be situations in which the supervisor should repeat a step or steps because there are mitigating circumstances (e.g., the seriousness of the offense or substandard performance, the employee has a long record of good service, there is a significant amount of*

time since the last issue, etc.). There may also be situations in which the supervisor may bypass a step or steps in cases of extreme misconduct (e.g., theft, physical assault, or other similarly egregious circumstances).

### 3. Other Issues Related to Discipline

- **Problem Solving:** At any time during the progressive process above, the employee may utilize the problem solving process set forth in the Agreement between HUCTW and the University.
- **Union Representation:** Employees have a right to union representation during any part of the disciplinary process. If an employee has any questions regarding their right to union representation during any meeting, they are encouraged to consult with their local HUCTW representative.
- **Employee Personnel Files:** All documents and records reflecting discipline issued by the Employer to the employee are required to be kept as part of the employee's personnel file. Copies of such documents must be provided to the employee in a timely manner and the employee shall have an opportunity to respond in writing. The employee's written response shall also be kept in the employee's personnel file. (For more information on employee personnel files, see section titled "University Record Keeping" in the Personnel Manual). At any time during the process at which a resolution agreeable to all parties is reached, all pertinent written records in an employee's personnel file shall be removed, retained, or revised in a manner consistent with the resolution.

## 8. Contract Language: Sick Pay Policy

The section of the Contract titled "Sick Pay" will be rewritten as follows. The original text for comparison can be found on pages 22-23 of the [2015-2018 Personnel Manual](#).

### **SICK PAY**

#### **Introduction**

*The University and the union share a common concern for the work that needs to be done and the well-being of those who perform the work. Thus, it is expected that each employee comes to work when their health circumstances permit, and remains away when it does not. Therefore, the parties have agreed that union members will earn and accrue paid sick days that they may use to provide protection against loss of pay due to absences from work necessitated by illness or injury.*

#### **Sick Time Accrual**

1. *Each employee accrues sick days at the rate of one day per month of completed service. Accrued days that are not used are "banked" for future use up to a total of 130 working days. For purposes of calculation, a person who begins work before the 16th of the month is entitled to a full month's credit toward sick time; a person who begins work on or after the 16th of the month does not earn sick pay credit for that particular month.*
2. *A part-time employee accrues sick pay on a prorated basis, i.e., in proportion to the percent of time worked during the accrual period. Sick time is granted in hours and should be tracked in hours. For example, an employee who may be regularly working 17½ hours a week (or 50% of a full-time, 35-hour week) accrues 50% of the number of sick day hours that a full-time employee would accrue. (See Agreement: Vacation, Sick and Personal Time Accrual Chart.)*
3. *An employee will not be paid for any accrued sick days that have not been used.*
4. *Sick days do not accrue while an employee is on a leave of absence without pay, but the time spent on any leave that is less than a year in duration is counted as prior service. (See Manual: Short Term Disability.)*

5. An employee who is sick on a holiday receives regular holiday pay for that day, and the day is not subtracted from the total number of sick days they are entitled to.
6. If an illness or injury effectively prevents the use of part or all of a vacation period, an employee who has accrued sick pay is entitled to have the period of time during which they are ill charged to sick pay rather than to vacation pay. Ordinarily, an employee should notify their supervisor as soon as possible when this occurs.

### **Use of Sick Time**

Harvard's sick day plan has been designed to provide protection against loss of pay due to absences from work necessitated by illness or injury. Sick days may be used for the following:

1. *Employee:* When an employee's illness or injury prevents them from reporting to and performing their job duties.
2. *Dependents:* An employee may use up to twelve sick days a year for the care of ill dependents. For the purposes of this agreement, dependent is defined as: child (including a court-appointed guardianship relationship), parents/parents-in-law, spouse/domestic partner.
3. *Appointments:* If an employee must schedule a medical or dental appointment during working hours, it should be scheduled by mutual agreement with the supervisor. The employee can use accrued sick days or make up the time.

### **When Medical Evidence May Be Required**

1. Ordinarily, an employee is responsible for making a judgment about returning to work after illness. An employee, absent from work based on medical advice may be required to present medical evidence of their ability to return to work.
2. When an illness or injury prevents the use of part or all of a vacation period and that time is charged to sick pay rather than to vacation pay.
3. Ordinarily, there will be no penalties for needing to take accrued sick days. An employee's misuse or abuse of sick time may also be addressed through the disciplinary process and/or problem solving.
4. In the event of ongoing excessive absenteeism medical evidence may be required.

### **Related Policies**

Refer to Index: Short term disability; Workers Compensation; Family Medical Leave, Maternity Leave, Prior Service Credit. (See Agreement and Manual.)

## **9. Contract Language: Layoffs**

The following text in bold will be added to the Contract language under *Union-Management Discussions* in the section titled "Layoffs and Work Security." The full text can be found on pages 44-48 of the [2015-2018 Personnel Manual](#).

*Union-Management Discussions:*

*When considering a layoff or possible job elimination, a unit will notify HUCTW of the need to discuss the contemplated changes. The consultation process is one of mutual respect and participation, and both parties are expected to make a good faith effort to ensure confidentiality and to use the information disclosed to each other judiciously. During the discussion period, HUCTW may ask management to provide certain pieces of information that could be helpful in evaluating alternatives to layoffs. **Both parties will strive to conclude the discussion period as efficiently and expeditiously as possible.***

## 10. Contract Language: Working on a Holiday

The following text in bold will be added to the Contract language under *Working on a Holiday* in the section titled “Holidays and Personal Time.” The full text can be found on pages 23-27 of the [2015-2018 Personnel Manual](#).

*Working on a Holiday:*

*Employees who are required to work on the date **a holiday is observed or the actual date of the holiday (e.g., January 1<sup>st</sup> for New Year’s Day, July 4<sup>th</sup> for Independence Day, November 11<sup>th</sup> for Veteran’s Day or December 25<sup>th</sup> for Christmas)** should be compensated for the loss of a holiday. All employees who are required to work on a holiday (**observed or actual**) will be paid at the rate of time and one half for the hours worked on that day. The employee will also have the choice of an additional day off with pay or an additional day’s pay. The value of the day will be calculated at one fifth the total regular weekly hours. If the employee chooses to take this time as a floating holiday, the time will be taken within the academic year (July 1 - June 30) and be agreed to with the supervisor. **Employees who work on both the observed and actual date of the same holiday will only be compensated for the loss of one holiday. For example, an employee who works on both Sunday, December 25<sup>th</sup> (actual Christmas Holiday) and Monday, December 26<sup>th</sup> (observed Christmas Holiday) will only be compensated for the loss of one holiday based on language above.***

## 11. Contract Language on Bereavement Leave

The following text in bold and crossed out will be deleted in the Contract language under *Bereavement Leave* in the section titled “Paid Leaves of Absence.” The original text can be found on page 28 of the [2015-2018 Personnel Manual](#).

*Bereavement Leave:*

An employee may be absent with pay for up to three days when called for by a death in the immediate family or household. The University recognizes that this will not be adequate in all cases and, in circumstances of logistical difficulty or severe emotional distress, a longer paid absence will be appropriate. For the purpose of this policy statement: (1) immediate family includes husband and wife; son and daughter (including stepchildren), grandchild, son-in-law, and daughter-in-law; parent (including stepparent), grandparent, father-in-law, and mother-in-law; and brother and sister (including stepbrother and stepsister), brother-in-law, and sister-in-law; and (2) household includes individuals regularly sharing the employee’s residence.

~~In exceptional circumstances,~~ A paid absence may be appropriate for mourning the death of a person whose relationship is not defined in the above statement but whose impact is comparable to that of the immediate family.