

# AGREEMENT



Harvard University &  
Harvard Union of Clerical and  
Technical Workers

AFSCME, AFL-CIO  
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## **AGREEMENT**

This Agreement is entered into between Harvard University and Harvard Union of Clerical and Technical Workers (HUCTW), affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO.

## **DEFINITION OF UNIT**

On November 10, 1988, the National Labor Relations Board certified HUCTW as the exclusive collective-bargaining representative of the employees in the unit found to be appropriate. The definition of the Unit, as amended by the N.L.R.B. December 29, 1988, and subsequently by the parties, is as follows:

All full-time and regular part-time clerical and technical (including service) employees (who work at least 17 ½ hours per week) who have been classified to be in grades 47U-56U, and who work in Massachusetts or at Dumbarton Oaks in Washington, DC, excluding all other employees, all students of the University (on the student payroll), employees in the existing bargaining units, confidential employees, professional employees, managerial employees, casual employees, temporary employees hired for three months or less, part-time employees who work less than 17 ½ hours per week, employees on permanent leave, guards and supervisors as defined in the National Labor Relations Act, and those positions which are appropriately classified as exempt under the Fair Labor Standards Act.

## **PREAMBLE**

### *Transition*

In his statement of November 4, 1988, President Derek Bok said, "We will commence a new chapter in our relations with the Harvard Union of Clerical and Technical Workers. I will work to make this relationship as constructive and harmonious as possible." Kris Rondeau and Marie Manna, in their letter of November 7, 1988 for HUCTW, stated, "We are looking forward to building a cooperative and constructive relationship between the Union and the administration." The parties agreed to begin their relationship with a 60-day period of transition meetings, with the assistance of a neutral facilitator, to get acquainted, to explore mutual priorities and philosophies, to share all relevant statistical information, and to plan negotiations. The joint Transition Team recognized the opportunity of developing a cooperative problem-solving relationship between the parties and affirmed a commitment to create new patterns of relations.

### *Understanding*

On February 13, 1989, as a prelude to negotiations, the Transition Team issued the following "Understanding":

We have learned, during the transition, that we share numerous hopes and concerns. It is our common purpose, through the framework of this Understanding, to work together to advance the long-term role of Harvard University as a premier center of learning, research and teaching. It is commonly understood that Harvard has come to be governed, in the broadest sense of the term, through a cooperative process among governing boards and administrators, faculty, students and alumni, in which each plays a role. This Understanding welcomes the support staff in libraries, in laboratories, and in academic and administrative offices and centers, represented by HUCTW, as a valued and essential participant in this process.

We have also learned that we agree about the value of decentralization. The creation of knowledge and its dissemination through scholarship and teaching are decentralized at Harvard, with responsibility distributed to the various faculties and in turn to academic groups, libraries, museums and laboratories. We can agree that some matters affecting the support staff and their work environment need to be consistent across the University, while other questions are better left to joint discussion in the separate and diversified units and departments. Indeed, it is our common view that insofar as it is practical and equitable, constructive relations in the individual workplace are to be encouraged as the focus of problem-solving.

Finally, we have learned that we share a commitment to the processes of reasoned discourse in resolving problems and issues that may arise within separate departments and units, as well as in contract negotiations and University-wide problem-solving. We agree to listen to each other persistently and pay careful attention to relevant facts and concerns from all corners. We further dedicate ourselves to training and developing these problem-solving skills in the administrators and supervisors of the University and in the officers and representatives of HUCTW.

In sum, we have learned that we can begin to agree on principles and standards which can apply well and reasonably to every part of this diverse and historic institution. We are optimistic about a future which continues in that vein.

## **ARTICLE I**

### **STAFF PARTICIPATION AND UNION-MANAGEMENT PARTNERSHIP**

#### *Introduction*

Harvard University and the Harvard Union of Clerical and Technical Workers are jointly committed to staff participation as a means of advancing Harvard's long term role as a premier center of learning and research.

Moreover, the University and HUCTW are dedicated to increasing awareness in the University community concerning collaborative efforts, including continuously creating new patterns of relations that improve the working environment and strengthen the delivery of services to the University community. While fostering greater success and achievement of the University's mission of excellence, we aim to raise the level of engagement of employees, acknowledging the contribution of each employee. The parties agree that union-management partnership is fundamental to the strength of their relationship and Agreement.

The University and HUCTW have agreed to the following basic understandings of all union-management initiatives:

- Employee participation through joint activity and joint union-management structures strengthens organizational performance and operations
- Joint efforts benefit the University and its employees best when carried out in a spirit of trust and cooperation, with open communication and attempts at consensus on matters under discussion
- An integral part of consensus building is the joint identification and objective evaluation of information and facts relevant to issues being discussed
- Dedication to developing the culture and skills necessary for working collaboratively is essential for effective, sustainable joint activity

In order to best achieve our collective goals, the University and HUCTW have created opportunities for employee participation and problem solving on several levels, that recognize where strategic and operational decisions are made.

- Academic and administrative unit level: Conversations which are specific to a school, department or unit should take place within a Joint Council, Joint Sub-unit or Collaborative Work Design structure
- University level: Conversations which affect the entire community will take place at the University Joint Council, the Joint Governance Coordinating Committee or subject-based University Joint Committees
- Individual level: Conversations involving an individual problem occur within the Individual Problem Resolution structure including, if necessary, the Regional Problem Solving Team(s) and University Problem Solving Team

By way of affiliation with a joint group, whether at the University level or the local level, a participant is part of the larger organization of union-management collaboration at the University. The JGCC acts as a conduit for all levels of participation.

## **LOCAL JOINT STRUCTURES**

#### *Introduction*

Together, we acknowledge that engaged participation by employees in the workplace can make a significant difference in organizational performance and the quality of the work environment. To achieve our greatest collective potential, it is important to create structures for employee participation at a variety of levels, including school/ unit level and the functional or departmental level. At Harvard, as a result of the decentralized nature of the organization, each school and administrative unit has a distinctive culture including a diversity of perspectives, issues and questions pertinent to its particular work environment. Therefore, there are mechanisms for employee participation that accommodate the unique needs of each school or unit and its staff, while at the same time being consistent with the aims and goals of the University and HUCTW's union-management partnership.

While Joint Councils have served as the main forum for staff participation in the workplace, due to differences in size, organization and geographic locations, other local mechanisms for participation have been developed over the years, and a department or school may elect to utilize a variety of joint approaches to address the particular operational and staff needs of its local area.

The parties agree on the need for flexibility in the continuous development of joint projects and structures. Where appropriate working groups may be jointly developed on an ad hoc basis of limited time duration, or upon demonstrated need as a standing sub-unit Joint Council. All local joint structures and working groups are observant of the basic understandings, principles and operational practices described herein.

## **JOINT COUNCILS**

### *Goals and Responsibilities*

The primary structure for local employee participation is the Joint Council (JC). The JC is a forum for discussing all workplace matters or issues of operational importance to the local unit that have a significant impact on staff. Such discussions may include an evaluation of current policies, as well as consideration of proposed changes in policies or in workforce arrangements affecting staff. Additionally, JCs are encouraged to align, where appropriate, with issues of University and departmental priority or across schools and units, to expand the effectiveness of their collaborative efforts. Individual problems which arise will not be addressed by the JC but will be handled under the Problem Resolution procedure described below under Individual Problem Resolution. However, Problem Solving Teams may find a recurrent problem within a specific school or administrative unit; in this case, policy aspects of such matters will be referred to the JGCC, who may in turn refer them to the local JC.

It is agreed that the JC will not have the authority to pursue any action that has the effect of amending or contravening a specific provision of the Agreement between the University and HUCTW. It is agreed further that a consensus recommendation adopted by a JC and accepted by the Dean or Vice President (or other designated administrator) will not be regarded as a precedent elsewhere in the University unless it has been reviewed and approved for wider application by the University Joint Council described below.

### *Subject Matter*

Every Joint Council is expected to devote at least one meeting per year to the discussion of each of the following topics:

- The financial condition of the unit;
- Career development opportunities for staff;
- Staff engagement, morale, and the working environment; and
- Staffing issues in the unit (e.g., the use of Temps and LHT's, term jobs)

The JGCC will provide Joint Councils with relevant data and discussion outlines in support of effective joint work on the issues listed above.

### *Structure*

The JC for each school or administrative department will consist of an equal number of union and management representatives of that school or administrative department. HUCTW will appoint or otherwise select representatives of the union membership. The school or administrative department will appoint members including faculty, administrators, supervisors and other staff as appropriate.

The number of members from the bargaining unit and the University will be determined by the Union and the Dean or Vice President (or other designated administrator), to achieve a balanced representation of the various constituencies within the work community.

Each school and administrative department will establish at least one JC. However, because of differences in size, organization or geographic locations and in order to locate joint activity as close as possible to shared organizational challenges, schools and departments are encouraged to consider establishing sub-unit JCs to address operational and staff needs. Sub-unit JCs will be in addition to the JC of the school or department. School or department JCs should play an important role in supporting and coordinating sub-unit JCs.

The University and HUCTW recognize the important contribution JC co-chairs and members make to the union-management relationship at Harvard. In addition to the planning of agendas, and the scheduling and facilitation of meetings, it is the responsibility of the co-chairs to represent the overarching principles of the Harvard/HUCTW partnership. Co-chairs are expected to establish routines of regular communications with the Dean and other designated senior officers of their local unit, as well as with the Harvard/HUCTW partnership.

General members contribute to the agenda, participate in discussions, interact with local staff and make suggestions for JC initiatives. In addition, members support and contribute to the implementation of projects and events. In order to actively and effectively participate, members are expected to take on other roles as needed and participate in JC sub-committees as time allows.

## **OTHER LOCAL JOINT STRUCTURES**

The following are other structures for local staff participation:

- Sub-unit Joint Councils to locate opportunities for staff participation as close to the operational area as possible
- Work Redesign Projects to improve the ways managers and staff work together through innovative workplace changes that enhance the commitment, involvement and performance of the workforce
- Ad hoc working groups to take up projects that address operational, function-based or other issues affecting staff

### *Support for Local Joint Structures*

There are three key resources available to all local joint groups: the Joint Governance Coordinating Committee, the Joint Activity and Training Fund, as well as release time allocated for participation in joint initiatives. Resources are further described in University Structures under the JGCC section in Article I.

## **UNIVERSITY-LEVEL JOINT STRUCTURES**

### *Introduction*

Together, we believe there are matters of University-wide significance that a joint union-management structure can address to strengthen the organizational performance and mission of the University. To achieve this goal, the University and HUCTW have created several forums to address and support areas of mutual interests:

- University Joint Council (UJC) for ongoing structured discussions at the leadership level
- Joint Governance Coordinating Committee (JGCC) to provide oversight and support of the union-management partnership and joint initiatives throughout the University
- University-level Joint Committees to address in a timely manner University-wide subject matter policies and issues of mutual concern.

## **UNIVERSITY JOINT COUNCIL**

### *Goals and Responsibility*

The UJC is intended to create an opportunity for discussion allowing for the exchange and sharing of information and perspectives, and exploring data and trends together, regarding University-wide matters or initiatives. The UJC promotes communication and transparency within a joint union-management partnership structure regarding matters of significance at the University. To ensure this, the UJC mutually reviews and identifies areas of union-management collaboration on a University level, including opportunities for innovation and joint learning, working closely with the JGCC to sponsor these efforts University-wide.

### *Structure*

The UJC is composed of an equal number of University and HUCTW representatives. Membership consists of individuals from University leadership groups such as vice presidents, administrative deans, and faculty, as well as a similar number from HUCTW leadership. In addition, the University and the Union each designate one member to serve as co-chairs. The UJC meets regularly to discuss projects of mutual interest and may appoint working groups

to support University-wide joint union-management initiatives. The UJC also coordinates closely with the JGCC through communications regarding local Joint Council and University-wide Joint Committee activities. The UJC, furthermore, uses the information gathered by the JGCC to supplement topics for discussion and further exploration by joint union-management structures.

## **JOINT GOVERNANCE COORDINATING COMMITTEE**

### *Goals and Responsibilities*

The University and HUCTW share a commitment to the concept of Union-Management partnership and believe that it is fundamental to the strength of the parties' relationship and Agreement. In order to ensure that these partnership efforts remain strong and in fact continue to grow, the University and HUCTW created the Joint Governance Coordinating Committee (JGCC).

The JGCC is dedicated to increasing the visibility and effectiveness of union-management collaborations, building University-wide awareness of the benefits of joint work, as well as fostering greater success and achievement through the support, assessment, communication and documentation of joint initiatives.

The JGCC is charged with oversight of the parties' joint committees, joint councils and problem solving teams. To this end, the JGCC will be responsible for the following:

- Ensuring that these groups are accountable to the University Joint Council (UJC) by meeting and hearing reports regularly from the joint committees, joint councils and the UPST and RPSTs
- Overseeing the administration of the Joint Activity and Training Fund
- Identifying and coordinating appropriate trainings and development opportunities for joint groups
- Providing support for joint groups facing challenges, including offering assistance in exploring alternate solutions
- Coordinating University-wide gatherings of joint councils, joint committees, UPST/RPST teams and joint co-chairs to enhance information sharing and collaboration
- Ensuring that records are maintained on RPST and UPST problem-solving activity, joint committee and joint council initiatives
- Coordinating reports summarizing joint activities (joint committees, joint councils, UPST/RPSTs and UJC) for University and Union leadership
- Identifying and developing strategies to communicate to the University and Union leadership, as well as the University community on joint activities, including the creation and maintenance of a UJC/JGCC website

As a primary objective, the JGCC will identify areas at the University to focus on supporting and strengthening Union-Management relations through Joint Council activity, including instituting new or additional Joint Councils.

In addition, the JGCC is charged with independent joint initiatives which include the following:

- Developing a framework for Collaborative Work Design initiatives across the University, including but not limited to developing and implementing Intact Team Training for managers and staff and the use of the Resource Guide for Creating and Sustaining a Collaborative Work Environment for education and training
- Improving communication, incentives and accessibility around wellness and health promotion programs and services at the University
- Identifying and developing ways to improve the financial health and literacy of the HUCTW membership, including through education and counseling related to financial planning

### *Membership and Administration*

The JGCC is composed of an equal number of University and HUCTW representatives including those from the Office of Labor and Employee Relations and HUCTW leadership who are also members of the UJC. In addition, the JGCC will be staffed by a full-time Union-Management pair to support its work and initiatives. The Union-Management pair will be responsible for the following:

- Administering the Joint Activity and Training Fund
- Working with the joint committees, joint councils and UPST/RPSTs to coordinate trainings and gatherings
- Working with the joint committees, joint councils and UPST/RPSTs to ensure regular reporting by them
- Coordinating and setting agendas for JGCC meetings
- Coordinating UJC action-item follow up

- Producing reports summarizing joint activities as listed above
- Conducting background research in connection with JGCC independent initiatives

## **JOINT ACTIVITY AND TRAINING FUND**

The University and the HUCTW share a commitment to joint union-management activity and training for members of joint councils, problem solving teams, joint committees and others as well as a commitment to exploring issues of workplace design. Activities which foster a joint group's and/or Harvard/HUCTW's joint goals and objectives may be eligible for funding; requests for funds must be made jointly. Funding for such joint activities and training shall be in accordance with the Side Letter on Joint Funding.

## **JOINT FUNDING**

The Union and the University have agreed to the creation and maintenance of a number of jointly administered funds supporting particular workforce needs. These funds are the HUCTW Childcare Fellowship, HUCTW Education Fund, Joint Activity and Training Fund, Transportation Fund, Joint Work Security Committee funding, and a Supplemental Fund.

Due to the potential for fluctuations in the demand and utilization of these funds, a joint HUCTW-University group will meet semiannually to review the administration of the funds. The joint group will be composed of Union leaders and fund coordinators along with managers from Labor and Employee Relations and finance, and its discussions will focus on trends in utilization. The joint group will have the authority to reallocate funding based on changes in the demand for particular programs.

## **TIME ALLOCATION**

The parties agree that the activities of the Joint Councils, Joint Committees and Problem Solving Teams will require a reasonable time away from other work duties. Scheduling will be mutually agreed upon between the employee and supervisor and will reflect an appropriate balance of all work commitments.

It is agreed that up to 4 hours of release time per month will be granted for joint participants. Due to the nature of co-chair responsibilities, it is further acknowledged that an additional two hours per month may be necessary to best support our joint processes.

It is recognized that the amount of time needed for the RPST will vary from one school or administrative unit to another and also from one month to another, dependent upon the type of problems or issues which may arise. The parties accept the principle that the number of RPST participants will be adjusted to prevent an unreasonable burden being placed on any given employee or work unit. In extraordinary circumstances requiring unusual time commitments, the University and Union will review the situation and alter the number of members serving on the RPST or determine another appropriate solution.

## **JOINT COMMITTEES**

The University and HUCTW have agreed to create a number of subject-based, University-level Joint Committees, allowing for regular union-management collaboration on matters of mutual concern. As expressed in their ongoing support for the work of these Joint Committees, the parties share a commitment to continuous and productive joint activity in policy areas where circumstances change and issues arise frequently. Please refer to each committee's relevant article for more information.

- Academy of Workforce Education (Article III)
- Joint Committee on the Bargaining Unit (Article XIV)
- Joint Committee on Contingent Workers (Article I)

- Joint Committee on Housing and Transportation (Article XIII)
- Joint Working Group on Life-Cycle Programs (Article XII)
- Joint Work Security Committee (Article II)
- University Joint Reclassification Committee (Article XI)
- University Problem Solving Team (Article I)

## **SUPPORT FOR JOINT COMMITTEES**

There are three key resources available to Joint Committees: the Joint Governance Coordinating Committee, the Joint Activity and Training Fund as well as release time allocated for participation in joint initiatives. Resources are further described in University Structures under the JGCC section in Article I.

## **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.

### *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. Individuals should request RPST problem solving within 30 days of the incident/problem. The objective of this support is to facilitate the problem-solving process between the employee and the supervisor.

### *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, and it is expected that few problems will remain unresolved at this level.

The RPST will consist of an equal number of qualified representatives 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.

#### *Joint Committee on Contingent Work (JCCW)*

In keeping with their commitment to ensure adherence to the contingent worker policies, the University and HUCTW agreed in the course of 2018 contract negotiations to form the Joint Committee on Contingent Work, comprised of representatives from both the University and HUCTW with the following charge:

The JCCW will meet regularly and will monitor compliance and oversee enforcement of the policy regarding Temps, LHTs and Agency Temps;

The JCCW will review outsourcing of HUCTW positions at the University and consider the following:

- a. Identifying instances of outsourcing of HUCTW work and analyzing trends related to outsourcing;
- b. Analyzing data related to the impacts and effects of outsourcing of HUCTW work on HUCTW members, and for pay and benefits standards at the University;
- c. Examination of policies related to outsourcing affecting other employee groups at the University.

Data: HUCTW will review data provided by the University and present potential violations to the JCCW.

- d. The University will provide Temp and LHT data to HUCTW monthly
- e. The University will provide Agency Temp data to HUCTW twice per year for services that are HUCTW in nature

Remedy: If the JCCW agrees upon a violation of the policy, the JCCW will notify local management and Human Resources of the violation. Management will be required to remove the Temp or LHT employee from the position, and the same employee may not be hired again as a Temp or LHT by the University within less than 8 months, unless the position falls under the listed exceptions.

## **ARTICLE II**

### **WORK SECURITY**

#### *Philosophy & Goals*

The University and HUCTW share a commitment to work security.

We believe that this commitment will create a more productive and challenging workplace where change represents opportunity rather than a threat. We look forward to an environment where personal growth and the building of new skills are continuous, and constructive changes are embraced without fear.

Ongoing staff member employment is an important University goal and should be maintained in situations such as those which occur because a grant ends, when a department restructures, or when other changes make the future of particular positions uncertain.

Based on their history of proven contributions, displaced staff members will be given hiring preference over outside candidates, including from temporary agencies, for any vacant job for which they are suitably qualified.

#### *Administration*

The Joint Work Security Committee composed of an equal number of management and HUCTW representatives will provide an effective process for achieving work security goals consistent with the mission of the University. To perform this function effectively, the Committee will:

- Meet regularly to review University-wide information and data regarding layoffs and placement and/or rehire of layoff candidates at the University, including an analysis of local trends relating to schools and/or departments at the University, both current and projected, and to report back to the University Joint Council and the University community.
- Develop and review case management best practice guidelines and materials, including guidelines regarding appropriate job families and/or positions for which layoff candidates should apply.
- Develop joint training programs and materials for case management which may include training programs for hiring managers to promote best practices for hiring as well as work security program goals and obligations.
- Intervene with school or administrative department human resource officers where apparent action or inaction on the part of that unit is impeding expeditious job placement as provided above.
- In cases where disagreement arises at the local level, the Committee may authorize the continuation of wages and benefits for up to three (3) months where appropriate.

- At the Committee's discretion, authorize the extension of wages and benefits for up to three (3) months beyond the initial three (3) month work security period provided for in the Personnel Manual. Any decisions to extend wages and benefits will be funded through the central funding of the Joint Work Security Committee as provided for in the Side Letter regarding the Joint Work Security Committee.

#### *Hiring*

In addition, the Committee will:

- Articulate goals with respect to work security, case management and the placement of layoff candidates; and
- Participate in the design of programs and processes to promote those goals within the Harvard community.

## **ARTICLE III EDUCATION AND CAREER DEVELOPMENT**

#### *The Academy of Workforce Education*

As members of a learning community, the University and HUCTW place a high value on training and education. In that spirit, the University and the Union share a commitment to making Harvard a workplace where all staff members have rich, plentiful opportunities for learning and skill development, whether for enhancement of a current job, for career growth or advancement, or for general professional and intellectual betterment. Employees should seek out, and the University and its schools and administrative units should support and encourage, participation in a wide range of career development activities including: job training and skill building, job enhancement, the pursuit of formal education, and opportunities to transfer within the University.

To that end, the parties have created the Academy of Workforce Education ("the Academy") for the purpose of the ongoing evaluation and strengthening of training, education, career and professional development programs available to Harvard staff. The Academy, under the guidance of a half-time Union-Management pair, will focus on the following activities:

- Conducting ongoing assessment of training and skill-building needs in the Harvard workforce;
- Conducting ongoing evaluation of current professional development programs and courses;
- Recommending and instituting new programs and courses;
- Promoting and monitoring policies and procedures relating to career mobility and internal job transfer opportunities;
- Evaluating performance development processes; and
- Promoting participation in workplace learning and training opportunities through communication and outreach.

#### *Time for Learning*

The Union and the University recognize the complexity of balancing work responsibilities with the time away from regular duties often necessary for education, training, or professional development. Cooperation between staff members and managers in scheduling is therefore critical to making workforce learning opportunities real and accessible, and to ensuring productive operations. Requests for time away from regular work duties to participate in professional development may not be unreasonably denied. Employees who participate in job-related or development-oriented training programs during work hours should be paid for those hours, and should not be required to make up those hours at another time.

#### *Internal Job Transfers*

To be eligible to transfer, an employee must have been in her/his current position for at least six months on the regular payroll and be meeting current job standards.

Transfer candidates will receive preference when the decision to hire is between equally qualified internal and external candidates bearing in mind considerations of affirmative action.

All transfer candidates will receive timely and appropriate information and appropriate feedback on a decision not to interview or not to hire.

#### *Career Counseling*

The University and HUCTW agree that staff members need support for career planning and career navigation, and that this support is best provided with a combination of workshops, on-line tools and individual career counseling

opportunities. The University and HUCTW further commit that during the 2010 to 2012 Agreement, individual career counseling sessions will be available to HUCTW members.

An interim joint working group will be formed specifically to evaluate career counseling opportunities currently available to staff throughout the Harvard workplace. The working group will identify and examine the effectiveness of workshops, on-line tools, and individual career counseling opportunities. The working group will also collect data on the utilization of career counseling services. In consultation with the Academy, the JGCC, and other relevant bodies, the working group will recommend measures to improve and/or build upon current programming. The working group will begin meeting no later than June 30, 2016 and will be composed of an equal number of Union and University representatives.

#### Tuition Assistance Plan ("TAP")

The Tuition Assistance Plan and fees as described in the current University TAP brochure will continue to be in effect with the following changes:

- Upon completion of their orientation and review period, employees are eligible to take two Harvard Extension School courses per term or any combination of 10 credits per semester at any Harvard School participating in TAP.
- A staff member with two or more years of continuous service is eligible for up to three hours per week of released time (proportionately less for part-time staff), provided that s/he has made arrangements with her/his supervisor.
- TAP will reimburse staff members upon completion of their orientation and review period for 90% of the cost of a non-Harvard course per term up to the maximum of \$5,250 per calendar year (January 1 through December 31).
- The TAP committee will include HUCTW representatives.

#### Education Fund

An education fund, administered by HUCTW, will continue in amounts in accordance with the Side Letter on Joint Funding. Award amounts will be equal to or less than 50% of the cost of an eligible course for up to three courses per year.

## **ARTICLE IV**

### **AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

Harvard and HUCTW are committed to providing equal employment opportunity and to eliminating discrimination in employment.

Harvard University is an equal opportunity, affirmative action employer. In order to comply with the applicable federal and state laws, the University must meet specific posting and reporting requirements to make certain that there is no discrimination in the employment or treatment of qualified employees based on race, color, religion, sex, gender identity, age, national origin, disability, veteran status, or other protected status.

It is the desire of both parties that all employees be accorded fair, equitable, and open treatment. No employee should be discriminated against in the workplace because of her/his political beliefs, sexual orientation, happenstance of birth, medical history or status, parental status, or any other reason that is not reasonably related to job performance. All members of the Harvard community are expected to act in accordance with the spirit of this policy as well as the requirements of law.

This agreement recognizes that diversity enhances the quality of life at Harvard, and that active outreach to the community benefits both the University and its surrounding community.

A subcommittee of the University-wide Equal Employment Opportunity Committee (EEOC) will be established for the purpose of promoting affirmative action and anti-discrimination initiatives as they relate to this bargaining unit. One member of this subcommittee would also be a member of the University-wide EEOC.

The subcommittee will prepare a pamphlet, which describes mutual objectives and recommendations regarding training, recruiting, hiring, retention and career development to be considered by the parties.

The subcommittee will receive and review statistics and reports regarding equal opportunity and affirmative action in the bargaining unit.

In consultation with the Joint Councils, the subcommittee will identify and recommend programs aimed at enhancing affirmative action.

## **ARTICLE V**

### **HIRING**

Each year hundreds of support staff hiring decisions are made at our University. The quality of these decisions significantly affects the organizational climate in the work community and the University's success in achieving its mission of excellence in teaching and research. The parties find the following general principles desirable and effective in the hiring process:

1. Initially, it is understood and reaffirmed that negotiated understandings in the current Agreement must be appropriately applied in the hiring process. These must be considered carefully in every hiring decision. To illustrate for emphasis:
  - Article II (Work Security): "based on their history of proven contributions, displaced staff members will be given hiring preference over outside candidates for any vacant job for which they are suitably qualified."
  - Article III (Education and Career Development): "transfer candidates will receive preference when the decision to hire is between equally qualified internal and external candidates bearing in mind considerations of affirmative action."
  - Article IV (Affirmative Action and Non-Discrimination): "Harvard and HUCTW are committed to providing equal employment opportunity and to eliminating discrimination in employment."
2. In consultation with the Union the University will provide support, through training or on-the-job mentoring, to those responsible for hiring of support staff in such areas as the following: (a) legal requirements, (b) HUCTW contractual constraints, (c) identification of critical skills needed and those possessed and demonstrated by the candidates, and (d) most difficult, yet important, the assessment of motivation, character, potential for growth and ability to work successfully within a work group.
3. Among procedural steps recommended to ensure a respectful interviewing and hiring process for internal and external candidates are the following:
  - Receipt of applications is to be acknowledged.
  - Whenever possible candidates should receive periodic information about the timing and status of the hiring process.
  - If requested, an internal candidate will be given reasons why s/he was not offered an interview or position.
4. To implement effectively the stated contractual goals of career development and growth for support staff, career counseling will be provided and training will be available for strengthening interviewing skills and for resume preparation.

## **ARTICLE VI**

### **FLEXIBILITY**

#### *Introduction*

A truly flexible work environment balances the needs of the individual and the operational needs of the work unit, department or school. Harvard University is a diverse institution where a wide variety of activities support its teaching and research. In order to support the many diverse activities of the University, a high degree of flexibility for supervisors and for employees is required. Moreover, that flexibility fosters opportunities for creative growth, development and work life balance of the employees who support these many activities. Each employee brings to the workplace unique skills, needs, and aspirations. Staff members' needs for flexibility include but are not limited to education, dependent care (including child and eldercare), and commuting concerns. Both the University and the employee work better when it is possible to accommodate this mutual need for flexibility. Therefore, as the University conducts its day-to-day business, flexibility should be considered in the application of the policies in this Manual.

In order to promote flexibility in the workplace, supervisors should discuss with employees their need for a flexible work arrangement with early, open, and ongoing communication. Requests should be considered and not unreasonably denied. Open communication about flexibility requests provides opportunities to explore ways to accomplish the work of the department while recognizing the personal styles, needs, work life balance and career goals of each employee.

If a requested flexible schedule arrangement cannot be reached between an employee and supervisor, the request will be explored further in consultation with the human resources department and HUCTW. If an agreement cannot be reached, the employee will be given a reason for the decision.

Within the context of commitment to the successful operation of the local workplace, flexible arrangements and changes to existing flexible arrangements may be appropriate. If a proposed change will have a significant effect on any employee in the local unit, every effort will be made to review the flexible schedule arrangement to ensure that the needs of the individual and work unit are met.

#### ***Flexible Schedule Options***

An employee with a flexible schedule works hours that differ from a traditional 9 a.m. to 5 p.m. schedule, or from the hours worked by other employees in her/his department.

#### *Job Sharing*

Typically this is an arrangement where two people fill regular part-time jobs and share the responsibilities of one regular full-time position, or one plus a fraction of a second position (e.g., each person works a total of three days per week.) When a person job shares, that person is part of a team; i.e., two people share one job and are both responsible for the satisfactory performance of the job.

#### *Compressed Work Week*

A staff member's total weekly hours may be condensed into fewer work days: for instance, rather than work a five day week, the staff member can work more hours per day in fewer days (e.g., a 35 hour/week employee could work four days of 8.75 hours each).

#### *Alternative Work Week*

A schedule which is different than the standard Monday through Friday work week; for instance, a work week could span different days such as Tuesday through Saturday.

#### *Daily Flexible Schedule*

An employee sets her/his own work hours, in consultation with a manager, and considering the core hours or operational needs of the work unit or department (e.g., an employee whose regular schedule is 9 a.m. to 5 p.m. may work instead 7 a.m. to 3 p.m.).

#### *Reduced Hours/Part-Time*

An employee reduces hours for a temporary or seasonal period of time, or as a permanent change (e.g., reducing to 80% from 100% FTE for a specified period of time).

#### *Telecommuting and Remote Work*

An employee works at home or another off-site location for a specified number of hours per week. Alternatively, an employee has no office/physical space in Harvard facilities, and conducts all work from home or on the road, either temporarily or permanently.

#### *Work Redesign*

In some circumstances, it may be appropriate to implement a collaborative work design effort when developing flexible schedules in a work unit, department or school. Contact HUCTW or consult Agreement (Article I) regarding work redesign projects.

### ***Joint Working Group on Flexibility***

The University and HUCTW have agreed that workplace flexibility is deeply valuable, both for the individual and for the work unit.

In order to carry out further exploration of workplace flexibility, the Union and University will form a joint working group on flexibility. The working group will be composed of an equal number of Union and University representatives. The working group will assess the current staff experience across the schools in regards to flexibility, review the range of resources available, and coordinate training and education about flexibility among staff and supervisors. At the end of the 2015- 2018 Agreement, the working group may provide recommendations to HUCTW and University leadership on strategies for promoting flexible work arrangements across the University.

## **ARTICLE VII HEALTH AND SAFETY**

Harvard University agrees to fulfill the responsibilities specified below in order to establish and maintain a safe and healthy workplace. Employees are expected to observe established policies and accepted safe work practices in the workplace. The following practices will be part of an effective health and safety policy:

*Timely Investigation:* The University explicitly recognizes its obligation to investigate in a timely manner any clear or apparent health or safety risk, and it will take appropriate remedial action.

*Safe Work:* The University should not require any employee to perform a task that endangers her/his health or safety. Where potential risks exist, employees should receive appropriate training.

*Information:* The University should make readily available information on any hazardous materials used by or in the vicinity of employees. In addition, information concerning procedures and techniques to be used in handling such materials will also be readily available. This requirement applies whether such materials and procedures are used routinely or on a temporary basis.

*Employee Participation:* Active participation by employees in the prevention, identification, and resolution of health and safety problems is a vital part of an effective health and safety policy. Where technological changes are concerned, affected employees should be informed as soon as possible of plans to introduce or alter automated systems. The opinions and advice of the employees who will regularly use such equipment and systems should be solicited and considered in the planning and selection process.

*Training/Education:* The University and Union should work together to create and implement safety orientation programs for new and transferring employees. Timely and appropriate training must be provided to accommodate changes in equipment or practice.

*University-Wide and Area Safety Committees:* Where appropriate, Safety Committees will be established to enhance communication, promote awareness, and encourage participation. These committees will recommend topics for health

and safety training and orientation and will review and analyze reports and statistics related to occupational injury or illness of bargaining unit members. Training will be provided to committee members as needed.

*Mediation to Finality:* Should a dispute develop over the responsibilities of the University in this Article that proceeds to mediation to finality under this Agreement, the laws and government regulations where applicable will be used to provide guidance to the mediator, but they may be exceeded for reasonable and appropriate reasons. (See Manual: Health and Safety.)

## **ARTICLE VIII**

### **PENSION**

- 1 Effective July 1, 2002, Harvard implemented a new retirement program for HUCTW support staff. The new program is a defined contribution plan, funded entirely by Harvard.

Under the new defined contribution plan Harvard contributes an amount equal to a percentage of an employee's salary, which percentage is determined by the employee's age and salary. The plan is an individual investment arrangement and each participant directs how her/his contribution will be invested in the same array of funds as are available to the faculty. The University and the Union will select a new Qualified Default Investment Alternative (QDIA) within a timeframe to be determined by the University's Benefits Services Group (BSG).

The contributions made by Harvard are determined as follows: under 40 years of age and up to the social security wage base - 5%; under 40 years of age and above the social security wage base - 10%; 40 years of age and above and up to the social security wage base - 10%; and 40 years of age and above and over the social security wage base - 15%.

All HUCTW employees hired before July 1, 1996 are grandfathered in the 1989 Staff Retirement Plan, and retain the defined benefit under that plan as a minimum guarantee.

- 2 Effective July 1, 2001, HUCTW staff members hired on or after July 1, 1996 are subject to a three year vesting period and retain any vesting credit they have under the existing plans.
- 3 All future credits accrue as defined above and are fully portable on termination of employment or retirement, after three years of service.

## **ARTICLE IX**

### **RETIREE MEDICAL**

Effective July 1, 1995 - Eligibility will be tied to age and length of service as follows: Employees qualify for medical and dental benefits if at retirement they are at least age 55 and have 10 or more years of pensionable service with Harvard and the sum of their age and service is at least 75. (Note - Employees continuously employed at Harvard since before January 1, 1986 do not have to meet the age 55 requirement.) Effective January 1, 1996 early retirees (employees retiring between age 55-64) who meet Harvard's eligibility requirements may continue to participate in Harvard's health plans under the same cost sharing arrangements as those for active employees until they reach age 65.

Medex 3 and other HMO senior plans will be available to retirees age 65 and older.

Those employees retiring on or after January 1, 1996 will be responsible for a share of their premiums. The University contribution will vary depending on length of service over the retiree's Harvard career as follows:

Full Time

Length of Service	Harvard Contribution
10 years	50%
20 years	80%

Harvard's contribution will increase 3 percentage points for every year of service between 10 and 20 years.

Retirees over the age of 65 who elect to receive medical care from UHS will be covered for the same Medex 3 benefits as other Medex 3 subscribers.

Effective July 1, 1999 - those who retire January 1, 1996 or after, Harvard's commitment to pay the costs of medical care for each retiree and spouse age 65 and over will grow at a rate of 1 percentage point less than the rate of growth in the Medex 3 premium.

Effective January 1, 2016

*Employees Hired before January 1, 2016*

- For employees continuously employed and eligible for post-retirement health benefits as of January 1, 2016 or within 5 years from that date will be eligible for the plan outlined above.
- For employees hired before January 1, 2016 and 5-10 years until retirement health eligibility as of January 1, 2016 (eligible between 1/1/21 and 12/31/2025): Employees will qualify for medical and dental benefits if at retirement they are at least age 55 and have 10 or more years of pensionable service with Harvard and the sum of their age and service is at least 75. The University contribution will vary depending on length of service over the retiree's Harvard career as follows:

Length of Service	Harvard Contribution
10 years	40%
20 years	70%

- For employees hired before January 1, 2016 and with 10 or more years until retirement health eligibility as of January 1, 2016 (eligible after 1/1/26): Employees will qualify for medical and dental benefits if at retirement they are at least age 55 and have 10 or more years of pensionable service with Harvard and the sum of their age and service is at least 75. The University contribution will vary depending on length of service over the retiree's Harvard career as follows:

Length of Service	Harvard Contribution
10 years	40%
30 years	70%

*Employees Hired after January 1, 2016*

- For employees hired on or after January 1, 2016: Employees will qualify for medical and dental benefits if at retirement they are at least age 60 and have 15 or more years of pensionable service. The University contribution (for both under and over age 65 retirees) will vary depending on length of service of the retiree's Harvard career as follows:

Length of Service	Harvard Contribution
10 years	40%
30 years	70%

Effective January 1, 2020, Harvard contribution will increase no more than 3 percentage points each plan year.

## ARTICLE X

### HEALTH

1. *Short Term Disability:* Harvard University has a short-term disability salary replacement program for absences up to six months. For more information regarding the University's Short-Term Disability program (See Manual: Short Term Disability.)
2. *Long Term Disability Plan:* Staff members who are on a regular payroll and working at least 17 ½ hours a week, or earning at least \$15,000 per year are eligible for Long Term Disability coverage. Staff members will pay a premium based on salary. Application to participate in the Long-Term Disability Plan must be made within 30 days of employment or notification of initial eligibility, if later. Otherwise, applications filed at any other time are subject to evidence of insurability.
3. *Life Insurance:* Staff members who are on a regular payroll and working at least 17 ½ hours a week, or earning at least \$15,000 per year are eligible for free Basic Life Insurance coverage equal to one-half annual base salary rounded to the nearest \$1,000. Effective January 1, 2020, Basic Life Insurance coverage for retirees will be capped at \$50,000.
4. *Dental:* The dental plan offered effective January 1, 2017 is Delta Dental. Harvard's percentage (65%) contribution to the Level 1 dental plan premium will be equal for individuals and for families
5. *Health:* Harvard offers an array of health plan choices. Harvard's contribution to those plans will be a dollar amount equal to a percentage of the cost of the lowest-cost plan and based on the member's Salary Tier. The percentage contribution for health plans will be the same for individuals and for families. Effective January 1, 2022, the annual salary amounts for each salary tier will change. In-network and out-of-network costs and salary tier contributions are outlined on pages 45-46.
6. *Qualified Domestic Partners:* Harvard and HUCTW agree that employees in committed domestic partner relationships, same-sex or opposite-sex, qualify for family health insurance coverage. Employees who want to obtain health and/or dental benefits for their domestic partner must first register their partnership with a municipality that allows formal registration of domestic partnerships. Further information about domestic partner coverage should be obtained from the Benefits Office (617) 496-4001 or <http://hr.harvard.edu/files/humanresources/files/benefitsspecialeligibility.pdf>
7. *Copayment Reimbursement Plan:* Harvard University provides a copayment reimbursement benefits to assist HUCTW represented staff enrolled in a Harvard health plan with copayments. (See the back of this Agreement)
8. *Health Care Group:* During negotiations for a new Agreement in 2012, HUCTW and the University agreed to establish a special negotiating group on health care (the Health Care Group) to begin meeting on a regular basis one month after ratification of the 2012 Agreement. The Health Care Group will be composed of an equal number of University and HUCTW representatives and will confer regularly with mutually agreed-upon experts in the area of health care policy, health economics, and health promotion/wellness.

On an ongoing basis, the Health Care Group will review data concerning:

- The trend in Harvard's total active plan health care expenditures in recent years;
- The sharing of health care costs between the University and employees, as well as the distribution of employee costs among groups at different income levels; and
- Trends in medical claims among the HUCTW membership.

The Health Care Group will be charged with discussing and resolving the following questions and issues:

- Active plan copayments and deductibles;

- The premium-sharing system that provides for varying premium contribution percentages for employees at different levels of Harvard pay, including consideration of systematic adjustment of the pay thresholds;
- Annual review of the methodology used to set new premium rates and analysis of any surplus or deficit in the University's health premium accounts; and
- Exploration of potential union-management projects to reduce total health care cost through health promotion and education about health care choices, as well as the question of how the benefits of any resulting cost reduction will be shared between the University and employees.
- For the remainder of 2018, and continuing for 2019: provide a one-month premium waiver (rebate) for employees who choose HUGHP at their initial health plan enrollment;
- In Open Enrollment for 2019: provide a two-month premium waiver (rebate) for employees who switch from Harvard Pilgrim Health Care (HPHC) to HUGHP;
- Commitment of ongoing Harvard-HUCTW collaborative efforts to reduce medical spending and improve patient experience.
- Responsibility to discuss and resolve problems that arise related to the administration of the Copayment Reimbursement Plan.

If the Health Care Group encounters difficulty in arriving at a resolution to any of the above-named issues, it may decide to make use of a Fact-Finding Process, in which a mutually-agreeable, neutral expert will hear perspectives and proposals from the parties and make specific recommendations.

## **ARTICLE XI**

### **SALARY PLAN AND ADMINISTRATION**

The University and HUCTW have agreed upon a salary plan and its administration that is made a part of this Agreement. The main features of the salary plan are described as follows:

1. The current job classifications are assigned to 10 grades numbered 47U through 56U.
2. The minimums and maximums of each grade will be increased by 2.3% on December 5, 2018 and by 2% on October 1, 2019 and October 1, 2020.
3. The width of each salary range, from minimum to maximum, will be 48 % in grade 47U increasing to 64 % in grade 56U.
4. The salary ranges for each grade are included at the end of the Agreement.
5. No employee shall be paid below the minimum salary of his or her job classification.
6. Employees may be hired at any point in the salary range.
7. The salary program will be provided as follows:

#### *Ratification Bonus*

All employees in the bargaining unit on the active payroll at the University upon ratification of the agreement (December 5, 2018) shall receive a ratification bonus that is equal to 0.40% of their annual salary plus a flat amount of \$4.00 per hour based on their regular weekly schedule.

#### *Structure Increase*

Structure increases shall be awarded effective on the following dates as qualified below:

##### December 5, 2018

All employees in the bargaining unit on the active payroll who completed at least twelve months of benefit eligible service at the University as of December 5, 2018 shall receive a salary increase of 2.3% (2% for employees who have completed 6 – 12 months of benefits eligible service and 1% for employees who have completed less than 6 months of benefits eligible service).

##### October 1, 2019

All employees in the bargaining unit on the active payroll who completed at least six months of benefits eligible service at the University as of October 1, 2019 shall receive a salary increase of 2% (1% for employees who have completed less than 6 months of benefits eligible service).

##### October 1, 2020

All employees in the bargaining unit on the active payroll who completed at least six months of benefits eligible service at the University as of October 1, 2020 shall receive a salary increase of 2% (1% for employees who have completed less than 6 months of benefits eligible service).

#### *Progression Increase*

Effective December 5, 2018, October 1, 2019, and October 1, 2020 employees whose salary is less than the maximum rate of the employee's salary grade and who have completed at least twelve months of benefits eligible service at the University shall receive annual progression increases or annual progression bonuses (or a combination thereof) as set forth below. An employee whose salary is at or above the maximum rate of the salary grade shall receive a pensionable progression bonus (which shall not increase the employee's base rate or be included in the calculation of any other benefits). Such bonuses shall be proportionally reduced in the case of eligible part-time employees.

##### December 5, 2018

Bargaining unit employees on the active payroll as of the implementation date of this Agreement who have completed at least twelve months of benefits eligible service at the University as of December 5, 2018 shall receive a progression increase or progression bonus (or a combination thereof) according to the provisions above in the amount of \$850 (prorated for weekly hours other than 35).

##### October 1, 2019

Bargaining unit employees on the active payroll as of the implementation date of this Agreement who have completed at least twelve months of benefits eligible service at the University as of October 1, 2019 shall receive a progression increase or progression bonus (or a combination thereof) according to the provisions above in the amount of \$875 (prorated for weekly hours other than 35).

##### October 1, 2020

Bargaining unit employees on the active payroll as of the implementation date of this Agreement who have completed at least twelve months of benefits eligible service at the University as of October 1, 2020 shall receive a progression increase or progression bonus (or a combination thereof) according to the provisions above in the amount of \$900 (prorated for weekly hours other than 35).

A progression increase may not cause an employee's salary to exceed the maximum rate of his or her salary grade. If an employee whose salary is less than the maximum rate of his or her salary grade is otherwise eligible for a progression increase which would cause the employee's salary to exceed the maximum rate for the salary grade, such increase shall be limited to the amount that would cause the employee's salary to equal the maximum rate for the salary grade, and the excess amount of such increase shall be converted to a progression bonus (in an appropriate percentage) and paid to the employee accordingly.

Progression increases may be deferred or withheld altogether in cases when an employee has serious and/or continuing performance difficulties. The decision to withhold a progression increase is a serious matter that a supervisor should fully discuss with the employee. Particular emphasis should be focused on finding ways for the employee to improve job performance, and in normal circumstances supervisors should inform employees of their decision to withhold a progression increase at least 60 days in advance so there is a meaningful opportunity to address job performance issues in order to be eligible for the progression increase. Such a decision should not come as a surprise to the employee and is subject to problem-solving procedures at the request of the employee.

#### Other Increases

Salary increases for other reasons may be granted at any time, subject to policy and approval requirements established by local units and the University. At a minimum, proposed increases must be discussed with and approved by the local personnel office responsible for the area.

#### *Job Classification*

Each clerical and technical position has been assigned a job title and classified to one of the ten salary grades in the job classification system (see grid in the Appendix). These assignments reflect judgments about the degree of skills, abilities and special training required to perform the job's duties and responsibilities, and the complexity and value of the job relative to others performed at the University. Effort required to perform the job and conditions under which an employee would regularly work are also considered. In addition, classification decisions need to consider and react to local market factors in order for Harvard to attract and retain qualified staff. Maintaining fair and equitable classifications of all jobs at Harvard is the objective of this process.

### *Job Reclassification*

People and jobs are not static. They change constantly; sometimes gradually and sometimes rapidly. In order to keep up with these changes, job descriptions should be reviewed periodically and revised to reflect current responsibilities. Local managers are primarily responsible for ensuring that job classifications of individuals in their area remain fair and equitable and properly reflect the duties and responsibilities assigned to them as well as the skills and effort required to do their jobs.

Whenever there have been substantive, measurable changes in a job's content and responsibilities, which cause the job to appear inappropriately classified, a reclassification review should be initiated.

These reviews may be requested by a supervisor, a personnel officer or an employee. Regardless of who makes the request, it is important that the request be dealt with promptly and thoroughly. Ordinarily, the reclassification decision should take no longer than four weeks from the time it is submitted to a local personnel office. In cases where an employee has made the request, the personnel officer or supervisor should keep her or him informed of the review's status, including a general sense of when a decision can be expected.

The University Joint Reclassification Committee, composed of equal representation from the Union and the University, will review and assist in the resolution of cases not settled at the local level. The joint team shall be the final arbiter of reclassification disputes not settled at the local level. No such disputes shall be settled except by consensus of the joint team and such decisions achieved by consensus shall be binding on all parties. The joint team may at its discretion alone utilize technical studies or mediation in reaching its consensus.

The specialized joint team will also review and study the current reclassification application form, and the job titles, generic job descriptions, and assignments of job titles to salary grades in the job classification system, and suggest changes.

Normally, a salary increase should be granted when a person is promoted or reclassified to a higher grade. The amount of the increase should reflect the employee's skills and experience in relation to those required for the position, and in relation to those of others who work in the unit. It should also reflect the difference in salary level of the old and new job.

An increase or advancement to a higher grade will not affect the employee's eligibility for structure or progression increases.

An individual employee may be required in the performance of a job to utilize significant, specialized skills, or a distinct body of knowledge wholly separate from and clearly exceeding the skills and knowledge required by the basic job classification and salary grade to which the staff member is assigned. For such an individual, a Specialist suffix may be attached to the assigned job classification. Examples of skills and responsibilities which would make a Specialist suffix appropriate are:

- Technical skills, such as fluency in a foreign language, facility with a highly specialized computer program, or other areas requiring extensive technical training;
- Application of group leader skills (overseeing work flow, scheduling and distributing workload; training less experienced staff, etc.), or otherwise playing a central role in group work processes.

The Specialist suffix will be attached in the following circumstances and with the following understandings:

A specialist classification will be one salary grade higher than that for the assigned basic classification. Documentation of requests for assignment of a Specialist suffix to a job shall be rigorous. All such cases must include completion of a Position Description Questionnaire (PDQ). Requests for Specialist classification must be approved by a senior officer of the staff member's school or department after which they will be forwarded to the University Joint Reclassification Committee (UJRC) for agreement of the UJRC. It is further agreed that any such reclassification of an employee will not serve as a basis for a claim on the part of any other individual for reclassification, and such reclassification determinations are not subject to the problem-solving process outlined in Article I.

## ARTICLE XII

### DEPENDENT CARE AND FAMILY POLICY

The care of children and elders is increasingly recognized as an issue affecting the workplace.

*Use of Sick Days:* An employee may use up to twelve sick days a year for the care of ill dependents. (See Manual: Sick Pay.)

*Leave for Birth or Placement of a Child for Adoption or Foster care:* Birth parents and foster and adoptive parents are eligible for a 13-week leave period with assurance of return to the same position. (See Manual: Family Benefits.)

Pay during this leave may be provided through one or more of the following:

- Short Term Disability: a combination of accrued sick days, 8 weeks of short term disability (pay determined by length of service and covers the disability of childbirth),
- Paid Parental Leave: 4 weeks paid leave (pay determined by length of service),
- Other Pay Provisions: Accrued vacation time, compensatory bank, or personal days, as well as unpaid leave may be used, up to a total of 13 weeks. Sick days and short term disability are available for the period of time when an employee is physically unable to work because of childbirth. An additional unpaid leave of absence may be available, but without a guarantee of return to the same position.

*Adoption Assistance Fellowship:* The University has agreed to the establishment of a separate fellowship program to provide for adoption assistance and adoption assistance will be awarded at the rate of \$5,000 per qualifying adoption. The fellowship program administration shall be by mutual agreement between HUCTW and the University.

*Fellowships for Day Care:* The University will contribute the amounts in accordance with the Side Letter on Joint Funding toward fellowships for day care, at centers and at licensed day care providers, and for enrichment programs for children of employees in the bargaining unit. The fellowships are not limited to Harvard sponsored centers. The fellowships will be awarded in accordance with financial need.

*Eligibility for Care.com Backup Care:* HUCTW members are eligible for backup care options through Care.com for child, adult, and self-care. The program provides short-term, in-home caregivers at a corporate rate for a maximum of 20 days per employee per fiscal year. Unused hours from one year may not be carried over into another.

- Provides child care in the event of illness and anticipated or unanticipated interruption of regular care, e.g., snow days, closed day care, absent nannies.
- Provides adult care for your relatives or yourself. Tasks include reading, walking, necessary house work, light meal preparation and transportation to medical appointments. For additional information please refer to: <http://hr.harvard.edu/carecom-backupcare>

*Joint Working Group on Life-Cycle Programs:* During negotiations for a new Agreement in 2007, the University and HUCTW have agreed that there are several areas of staff experience and needs that are worthy of further active exploration and joint program development efforts. These issues include tuition assistance for staff dependents, elder care, and student debt assistance for staff.

In order to carry out further exploration, the Union and the University will form a Joint Working Group on Life-Cycle Programs. The Joint Working Group will be made up of union representatives, managers with relevant expertise, and faculty advisors as appropriate. It will report to the Joint Governance Coordinating Committee.

*Work and Family Initiatives:* The University and HUCTW have agreed to support discussions at the local joint council level regarding work and family issues as they relate to the local workplace. Accordingly local joint council co-chairs shall be invited to participate in a joint training initiative on the subject of work and family to facilitate such discussions. Attendees of the training will be encouraged to study this issue locally, identify potential support programs where appropriate and report findings to the University Joint Council.

## **ARTICLE XIII**

### **JOINT HOUSING AND TRANSPORTATION**

The parties share a strong commitment to exploring creative ways to address the economic pressures associated with working and living in the greater Boston/Cambridge area. Specifically, the parties jointly share the goal of establishing meaningful programs aimed at assisting employees with their housing and commuting arrangements. In order to achieve such goals, a Joint Committee on Housing and Transportation will be established to commence working on these important issues. Some of its primary goals will include, but not be limited to the following:

- Discussion of parking and transportation matters that have a significant impact on staff, including:
- Collaborative educational efforts regarding commuting alternatives
- Exploring new parking alternatives and strategies
- Annual analysis of parking fees and discussion of the basis for parking fees
- Oversight of the following no-interest loan programs administered through the Harvard University Employees Credit Union (HUECU):
  - Rental Housing Transition Loan (RHTL)
  - Home Owner Moving Expense Loan (HOME)
  - Home Emergency Hardship Loan (HEHL)
- Creation of Homebuyer Education and Resource Workshops;
- Creation of Rental Education and Resource Workshops;
- Availability of professional advice on housing options;
- Review of policies on affiliated housing as they affect staff, and recommendation of changes to Harvard Real Estate Services; and
- Participation in planning for new affiliated housing opportunities.

In addition, funding will be established to provide assistance to staff for commuting costs, such as Longwood Area parking, MBTA commuter rail passes for zones 5 and above, parking at MBTA garages, non-MBTA trains, and private commuter bus lines. The Joint Committee on Housing and Transportation will administer this fund and the fund amount will be determined in accordance with the Side Letter on Joint Funding.

## **ARTICLE XIV**

### **BARGAINING UNIT QUESTIONS**

The University and HUCTW recognize that certain questions regarding the inclusion in or exclusion of positions within the bargaining unit remain unresolved from prior negotiations, and that new questions arise on a regular basis. We are committed to the development and maintenance of a process, which is designed to review and resolve these questions in an objective, fair, and timely manner. Therefore, the University and HUCTW agree to the establishment of a small Joint Committee on the Bargaining Unit (JCBU) comprising an equal number of University and HUCTW representatives to address these questions.

The JCBU will establish a set of objective criteria consistent with the needs of the University and HUCTW, and legal guidelines, for determining whether a position is appropriately included in or excluded from the bargaining unit. Based upon those criteria, the JCBU will review and resolve any disputed questions which are raised regarding the bargaining unit status of (i) newly created positions; (ii) current positions where there has been a substantial change in the nature of work, degree of responsibility or reporting relationship such that the position's status may be changed; and (iii) positions which remain in question from prior negotiations. As a primary area of focus in the year beginning July 1, 2010, the JCBU will begin to review the application of exemptions under the Fair Labor Standards Act. Initially, the Committee will examine the use of exemptions by reviewing job postings on a regular basis, and flagging any postings on which questions are raised for further review to be carried out by the University.

In the event that the JCBU cannot reach consensus on the bargaining unit status of a particular position, it 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. The mediator may make recommendations for the resolution of the problem and, if a consensus is not reached, will make a final decision. The decision of the mediator shall not be contrary to the rights of either party under the National Labor Relations Act.

## New Unit Review Process

### A. **Re-constitute the Joint Committee on the Bargaining Unit**

1. The University and HUCTW agree to re-constitute the JCBU with broader University representation.
2. The JCBU shall meet on a regular basis and shall periodically share the progress of its work with University leadership.

### B. **JCBU Work on Disputed Positions**

1. The JCBU shall convene one month after ratification of the 2012 Agreement to organize the process for further review of five (5) position type groups mutually agreed to by the parties. The organizational process shall be completed by the end of April 2013.
2. Starting in May 2013, the JCBU shall begin the review process. The review process shall entail regularly scheduled meetings of the JCBU, and shall have a 3-month duration.
3. At the conclusion of the review process, the parties shall discuss the standard for union conversion (i.e. "grandfathering"), if necessary, of any position type otherwise consistent with this Article and the Definition of the Unit of the parties' Agreement.
4. At the end of the review process, any unresolved position types may be forwarded to a mutually agreeable mediator as set forth in paragraph 3 of this Article of the parties' Agreement.
5. Starting in October of 2013, the JCBU, on an ongoing basis, shall continue to review and attempt to craft bargaining unit standards and benchmarks for any remaining mutually identified and agreed to positions with questionable bargaining unit status. The review process shall entail regularly scheduled meetings of the JCBU, and shall have a 12-month duration.
6. At the conclusion of the review process, the parties shall discuss the standard for union conversion (i.e., "grandfathering"), if necessary, of any position types otherwise consistent with this Article and the Definition of the Unit of the parties' Agreement.
7. At the end of the review process, any unresolved position types may be forwarded to a mutually agreeable mediator as set forth in paragraph 3 of this Article of the parties' Agreement.

## **ARTICLE XV UNION SECURITY**

1. Any employee who is a member of the Union on the date this Agreement is signed shall for the term of this Agreement, and as a condition of continued employment, either (i) voluntarily remain a member of the Union in good standing, or (ii) pay a monthly agency fee to the Union.
2. Any employee who is not a member of the Union on the date this Agreement is signed shall, as a condition of continued employment, either (i) voluntarily become and remain a member of the Union in good standing, or (ii) pay monthly agency fees to the Union, beginning not later than the 30th day following the date this Agreement is signed or the end of his or her orientation and review period, whichever is later.
3. Any employee hired after the date of signing of this Agreement shall, as a condition of continued employment for the term of this Agreement, not later than the end of his or her orientation and review period, either (i) voluntarily become and remain a member of the Union in good standing or (ii) pay monthly agency fees to the Union.
4. The University will deduct the monthly dues payable to the Union from the salary of each employee in the bargaining unit who has become and remains a member of the Union, and will deduct a monthly agency fee from the salary of each employee who is required by this provision to pay such a fee. Such salary deductions shall only be made in respect of those employees for whom the University receives written authorizations signed by the employees in a form satisfactory to the University.
5. The Union will inform the University of the amount of Union dues or agency fees which are to be deducted. Any such agency fee will be determined by the Union in accordance with applicable law. The Union undertakes not to change its dues requirements during the life of this Agreement save in accordance with the Union constitution. The University will deduct and remit monthly to the Union the current Union dues and agency fees deducted from employee salaries under this provision, with a listing of the employees concerned and the amounts paid in respect of each. The Union will indemnify and hold harmless the University for any action taken or not taken by the University in accordance with this Article.

## **ARTICLE XVI MANAGEMENT**

Except as provided by the specific terms of this Agreement, Harvard University retains all its rights to administer the University, and these rights may not be limited by any awards reached through the process of mediation to finality as specified under the provisions of this Agreement.

## **ARTICLE XVII STRIKES OR LOCKOUTS**

In keeping with the principles outlined in the Preamble and Understanding to this Agreement, the parties commit themselves to resolving problems and differences through cooperative means that are appropriate to this University community rather than through strikes or lockouts.

(a) During the term of this Agreement, the parties have provided extensive means for discussion of all matters that have a significant impact on employees and have provided for individual problem resolution procedures including “mediation to final conclusion” on any matter that involves the interpretation or implementation of the terms of this Agreement. Accordingly, the parties agree there shall be no strikes or lockouts or other concerted activities of a disruptive nature during the term of this Agreement. The Union and the University and their respective officers and representatives agree not to encourage any violation of this section.

(b) In the negotiations of successor agreements, the parties affirm their determination to reach a mutual understanding through good faith collective bargaining, including voluntary mediation if suggested by either party.

## **ARTICLE XVIII DURATION**

It is understood that this new Agreement succeeds and amends the prior Agreement which has a duration extended per the parties’ agreement to December 4, 2018. The provisions of the Agreement will be effective as of December 5, 2018 (ratification date) and shall continue through September 30, 2021.

## **ARTICLE XIX SEPARABILITY**

If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect any of the other provisions.

## Side Letter re: Mutual Benefits

HUCTW and the University share a commitment to the development of mutually-beneficial programs. In particular, we are optimistic about the potential for increasing participation in tax-advantaged programs, through education and by making improvements in the administration of those programs. To that end, the parties will continue to explore the possibility of mutually-beneficial changes in the administration of the Medical Flexible Spending Account and Tax-Deferred Account Programs.



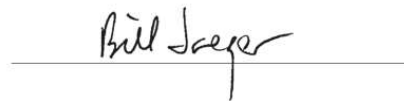
Harvard University



HUCTW



When a staff member experiences a loss in pay due to either a) involuntary transfer to a new position in the same salary grade or b) a transfer to a new position in the same labor grade following a lay off or a leave of absence, and the matter is brought to the attention of the Director of Labor Relations and the Director of HUCTW, appropriate salary adjustments may be affected by mutual agreement as circumstances warrant.


  
\_\_\_\_\_  
Harvard University  
\_\_\_\_\_  
HUCTW

## **Side Letter re Transfers**

### Side Letter re Time Allocation

The parties have agreed to amend the time allocation provision of Article I of the Agreement to provide for the following:

Apart from the above the parties have agreed that additional release time of one day per month for members of the HUCTW Executive Board and two hours per month for HUCTW joint council team leaders would be appropriate in support of the above referenced joint processes.

  
\_\_\_\_\_  
Harvard University

  
\_\_\_\_\_  
HUCTW

## **Letter of Agreement re Article I**

Notwithstanding the Time Allocation provisions of the collective bargaining agreement, the University has agreed that the Union President, one other officer of the Union to be named by the Union and the equivalent of seven positions, to be used in part-time increments, will experience no loss in pay due to reasonable time away from their occupational activities for the University in the performance of representation duties provided such representation duties are confined to the administration and application of the collective bargaining agreement between the University and the Union.

	
_____ Harvard University	_____ HUCTW

## Side Letter re Joint Funding

As per Article I of this Agreement, the Union and the University have agree to jointly administer funds to support particular workforce needs. The amounts toward the joint funds (Childcare Fund, Education Fund, Work Security, Joint Activity and Training Fund, Transportation Fund, and Supplemental Fund) for fiscal years beginning as follows:

### **Fiscal Year 19**

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 (9%)

- This includes an increase to the Joint Transportation fund

### **Fiscal Year 20**

For the year beginning July 1, 2019, the Joint Funds will be funded in the amount of \$2,629,000 (2.75 %).

### **Fiscal Year 21**

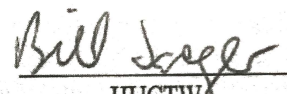
For the year beginning July 1, 2020, the Joint Funds will be funded in the amount of \$2,700,000 (2.75%).

### **Fiscal Year 22**

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.

  
Paul Cervera  
Harvard University

  
Bill Inger  
HUCTW

## Side Letter re the Joint Work Security Committee

In conjunction with the provisions of Article II of the Agreement, funding will be established to support the Joint Work Security Committee (the Committee) in its efforts to achieve work security goals consistent with the mission of the University and the Union to facilitate successful placement of qualified layoff candidates. Funding for the Committee shall be available for the term of October 1, 2018 through September 30, 2021. Annual amounts for the Joint Work Committee will be determined in accordance with the Side Letter on Joint Funding. Funds not utilized in the fiscal year beginning July 1, 2018 may be carried over to the next fiscal year.

This funding may be utilized for the extension of wages and benefits beyond the initial work security period provided for in the Personnel Manual, to bridge differences in wage rates for up to six (6) months for a layoff candidate who is placed in a new position, or to otherwise address wage issues relating to placements during the work security period where authorized by the Committee.

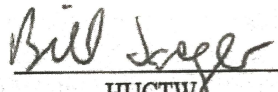
The Committee may authorize, where appropriate, the extension of wages and benefits for up to three (3) months beyond the initial work security period provided for in the Personnel Manual. In authorizing any such extension, the Committee will consider the following:

- The job search efforts of the candidate to date, including a list of the positions at the University for which the candidate has applied and a list of the interviews granted and held
- The relevant employment qualifications of the candidate
- Input from the University and Union case managers
- Input from the hiring managers of the positions for which the candidate has applied

Any determination to authorize an extension of pay and benefits will be without any finding of fault by the Committee on the part of the laying-off and/or any hiring school or department. Moreover, the background, reasons for, or other circumstances concerning the layoff decision will not be considered in making any determination whether to authorize an extension of pay and benefits. As a condition of accepting the extension of wages and benefits, the candidate will execute a limited release of claims relating to the reviewed work security period.



Paul Cervera  
Harvard University



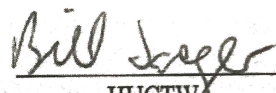
Bill Inger  
HUCTW

## **Side Letter re Supplemental Funding for Joint Committee Work**

In conjunction with the provisions of Articles II and III of this Agreement, and consistent with the mission of the University and the Union to support joint processes, a supplemental fund shall be available for the term of the October 1, 2018 through September 30, 2021 Agreement. Annual amounts for the supplemental fund will be determined in accordance with the Side Letter on Joint Funding.

This funding may be utilized to supplement existing funding to further the efforts joint committees and initiatives as deemed appropriate by the parties.

  
Harvard University

  
HUCTW

## MEMORANDUM OF UNDERSTANDING re Shift Differential

This shall be considered a Memorandum of Understanding between Harvard University ("University") and the Harvard Union of Clerical and Technical Workers ("HUCTW") with respect to the payment of shift differentials to eligible HUCTW represented employees working at the University.

The parties have agreed to negotiate a standard to be applied in the implementation of shift differentials, where appropriate, in those schools and departments where there is not currently an existing shift differential agreement in place.

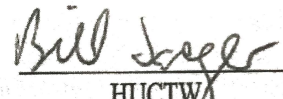
The HUCTW may also recognize an existing shift differential on an individual basis in those instances where an employee's base rate or wage effectively reflects a differential for work regularly scheduled during evening, night and/or weekend hours. In such instances, the parties will consider documentation or other substantiation of such a claimed existing differential and will consider such existing differential in light of the standard set forth in this Memorandum of Understanding.

The parties have agreed that the negotiated standard is to be applied when conditions for a shift differential are met. The parties further recognize that extraordinary and compelling circumstances may exist that may warrant, by mutual consent, examination of a more appropriate standard at the local level.

The University and HUCTW have agreed to the following to be effective as of July 1, 2001:

1. Where an employee has a fixed and regular schedule and is regularly required to work scheduled evening, night and/or weekend hours, a shift differential is appropriate for those hours worked, or where an employee covers for fixed and regularly scheduled hours that are eligible for a shift differential. However, a shift differential is not appropriate for flexible work schedules arranged at an employee's request;
2. A shift differential is appropriate where an employee is regularly scheduled to work more than one full hour after 5 p.m.
3. The differential rate is to be paid for all eligible evening, night and weekend hours worked during the period of December 5, 2018 through September 30, 2021 as follows:
  - December 5, 2018 \$1.75/hr
  - October 1, 2019 \$1.80/hr
  - October 1, 2020 \$1.85/hr
4. This Agreement shall become effective upon the signing of all parties.

  
Paul Cervera  
Harvard University

  
Bill Inger  
HUCTW

### Vacation, Sick and Personal Time Accrual Chart

This chart is for calculating prorated vacation, sick and personal time.

Hours Worked	FTE	Vacation Hrs/Month (Less than 5yrs)	Vacation time Hrs/Month (5yrs or more)	Sick Hrs/Month	Personal Hrs/Yr
17.50	.50	4hrs, 23min	5hrs, 49min	3hrs, 30min	10hrs, 30min
18.00	.51	4hrs, 30min	5hrs, 59min	3hrs, 36min	10hrs, 48min
18.50	.53	4hrs, 38min	6hrs, 8min	3hrs, 42min	11hrs, 6min
19.00	.54	4hrs, 45min	6hrs, 19min	3hrs, 48min	11hrs, 24min
19.50	.56	4hrs, 53min	6hrs, 28min	3hrs, 54min	11hrs, 42min
20.00	.57	5hrs	6hrs, 38min	4hrs	12hrs
20.50	.59	5hrs, 8min	6hrs, 49min	4hrs, 6min	12hrs, 18min
21.00	.60	5hrs, 15min	6hrs, 58min	4hrs, 12min	12hrs, 36min
21.50	.61	5hrs, 23min	7hrs, 8min	4hrs, 18min	12hrs, 54min
22.00	.63	5hrs, 30min	7hrs, 18min	4hrs, 24min	13hrs, 12min
22.50	.64	5hrs, 38min	7hrs, 28min	4hrs, 30min	13hrs, 30min
23.00	.66	5hrs, 45min	7hrs, 38min	4hrs, 36min	13hrs, 48min
23.50	.67	5hrs, 52min	7hrs, 48min	4hrs, 42min	14hrs, 6min
24.00	.69	6hrs	7hrs, 58min	4hrs, 48min	14hrs, 24min
24.50	.70	6hrs, 8min	8hrs, 8min	4hrs, 54min	14hrs, 42min
25.00	.71	6hrs, 15min	8hrs, 18min	5hrs	15 hours
25.50	.73	6hrs, 23min	8hrs, 28min	5hrs, 6min	15hrs, 18min
26.00	.74	6hrs, 30min	8hrs, 38min	5hrs, 12min	15hrs, 36min
26.50	.76	6hrs, 38min	8hrs, 48min	5hrs, 18min	15hrs, 54min
27.00	.77	6hrs, 45min	8hrs, 58min	5hrs, 24min	16hrs, 12min
27.50	.79	6hrs, 53min	9hrs, 8min	5hrs, 30min	16hrs, 30min
28.00	.80	7hrs	9hrs, 18min	5hrs, 36min	16hrs, 48min
28.50	.81	7hrs, 8min	9hrs, 28min	5hrs, 42min	17hrs, 6min
29.00	.83	7hrs, 15min	9hrs, 38min	5hrs, 48min	17hrs, 24min
29.50	.84	7hrs, 23min	9hrs, 47min	5hrs, 54min	17hrs, 42min
30.00	.86	7hrs, 30min	9hrs, 58min	6hrs	18hrs
30.50	.87	7hrs, 38min	10hrs, 8min	6hrs, 6min	18hrs, 18min
31.00	.89	7hrs, 45min	10hrs, 17min	6hrs, 12min	18hrs, 36min
31.50	.90	7hrs, 53min	10hrs, 28min	6hrs, 18min	18hrs, 54min
32.00	.91	8hrs	10hrs, 37min	6hrs, 24min	19hrs, 12min
32.50	.93	8hrs, 8min	10hrs, 47min	6hrs, 30min	19hrs, 30min
33.00	.94	8hrs, 15min	10hrs, 50min	6hrs, 36min	19hrs, 48min
33.50	.96	8hrs, 23min	11hrs, 7min	6hrs, 42min	20hrs, 6min
34.00	.97	8hrs, 30min	11hrs, 17min	6hrs, 48min	20hrs, 24min
34.50	.99	8hrs, 38min	11hrs, 27min	6hrs, 54min	20hrs, 42min
35.00	1.00	8hrs, 45min	11hrs, 37min	7hrs	21hrs
36.00	1.03	9hrs	11hrs, 57min	7hrs, 12min	21hrs, 36min
37.00	1.06	9hrs, 15min	12hrs, 17min	7hrs, 24min	22hrs, 12min
37.50	1.07	9hrs, 23min	12hrs, 27min	7hrs, 30min	22hrs, 30min
38.00	1.09	9hrs, 30min	12hrs, 37min	7hrs, 36min	22hrs, 48min
39.00	1.11	9hrs, 45min	12hrs, 57min	7hrs, 48min	23hrs, 24min
40.00	1.14	10hrs	13hrs, 17min	8hrs	24hrs

## Salary Grids: 2018 & 2019 & 2020

**HUCTW SALARY GRADE TABLE Effective December 5, 2018**

Grade	Hours	Grade Minimum				Grade Maximum				Progression Full Effective 12/5/18
		Hourly	Biweekly	Monthly	Annual	Hourly	Biweekly	Monthly	Annual	
47	35	17.64	1,234.60	2,674.97	32,100	26.07	1,825.03	3,954.23	47,451	850.00
48	35	18.77	1,313.67	2,846.29	34,156	28.01	1,960.45	4,247.65	50,972	850.00
49	35	19.44	1,361.12	2,949.09	35,389	29.30	2,050.74	4,443.26	53,319	850.00
50	35	20.71	1,449.68	3,140.98	37,692	31.48	2,203.36	4,773.94	57,287	850.00
51	35	22.07	1,544.57	3,346.57	40,159	33.81	2,366.73	5,127.92	61,535	850.00
52	35	23.90	1,673.20	3,625.26	43,503	37.02	2,591.37	5,614.63	67,376	850.00
53	35	25.95	1,816.58	3,935.93	47,231	40.54	2,837.50	6,147.91	73,775	850.00
54	35	28.14	1,969.46	4,267.16	51,206	44.36	3,105.13	6,727.78	80,733	850.00
55	35	30.53	2,137.09	4,630.37	55,564	48.58	3,400.70	7,368.18	88,418	850.00
56	35	33.08	2,315.70	5,017.35	60,208	54.13	3,788.89	8,209.27	98,511	850.00

\*All hourly amounts are rounded to the 5th decimal place

**HUCTW SALARY GRADE TABLE Effective October 1, 2019**

Grade	Hours	Grade Minimum				Grade Maximum				Progression Full Effective 10/1/19
		Hourly	Biweekly	Monthly	Annual	Hourly	Biweekly	Monthly	Annual	
47	35	17.99	1,259.29	2,728.47	32,742	26.59	1,861.53	4,033.31	48,400	875.00
48	35	19.14	1,339.95	2,903.22	34,839	28.57	1,999.66	4,332.60	51,991	875.00
49	35	19.83	1,388.34	3,008.07	36,097	29.88	2,091.75	4,532.13	54,386	875.00
50	35	21.12	1,478.67	3,203.79	38,446	32.11	2,247.43	4,869.42	58,433	875.00
51	35	22.51	1,575.46	3,413.50	40,962	34.49	2,414.07	5,230.48	62,766	875.00
52	35	24.38	1,706.66	3,697.76	44,373	37.76	2,643.19	5,726.92	68,723	875.00
53	35	26.47	1,852.91	4,014.65	48,176	41.35	2,894.25	6,270.87	75,250	875.00
54	35	28.70	2,008.85	4,352.50	52,230	45.25	3,167.23	6,862.33	82,348	875.00
55	35	31.14	2,179.84	4,722.98	56,676	49.55	3,468.71	7,515.55	90,187	875.00
56	35	33.74	2,362.01	5,117.70	61,412	55.21	3,864.67	8,373.45	100,481	875.00

\*All hourly amounts are rounded to the 5th decimal place

**HUCTW SALARY GRADE TABLE Effective October 1, 2020**

Grade	Hours	Grade Minimum				Grade Maximum				Progression
		Hourly	Biweekly	Monthly	Annual	Hourly	Biweekly	Monthly	Annual	
47	35	18.35	1,284.48	2,783.03	33,396	27.13	1,898.76	4,113.98	49,368	900.00
48	35	19.52	1,366.75	2,961.28	35,535	29.14	2,039.66	4,419.25	53,031	900.00
49	35	20.23	1,416.11	3,068.23	36,819	30.48	2,133.59	4,622.77	55,473	900.00
50	35	21.55	1,508.25	3,267.87	39,214	32.75	2,292.37	4,966.81	59,602	900.00
51	35	22.96	1,606.97	3,481.77	41,781	35.18	2,462.35	5,335.08	64,021	900.00
52	35	24.87	1,740.79	3,771.72	45,261	38.52	2,696.06	5,841.46	70,098	900.00
53	35	27.00	1,889.97	4,094.94	49,139	42.17	2,952.13	6,396.29	76,755	900.00
54	35	29.27	2,049.03	4,439.55	53,275	46.15	3,230.57	6,999.58	83,995	900.00
55	35	31.76	2,223.43	4,817.44	57,809	50.54	3,538.09	7,665.86	91,990	900.00
56	35	34.42	2,409.25	5,220.05	62,641	56.31	3,941.96	8,540.92	102,491	900.00

\*All hourly amounts are rounded to the 5th decimal place

## Job Title & Grade Grid

	Arts	Athletics	Communications	Gen Admin	Facilities	Finance	Health Care	Information Technology	Library	Museums	Research	Technical
Grade 47U		Front Desk Attendant		Clerical Asst	Mail Clerk I				Library Doorchecker		Lab Aide Animal Tech I	
Grade 48U		Lifeguard Pool Maint Tech		Receptionist	Mail Clerk II Maintenance Tech I	Accounting Asst II	Nurse Asst	Computer Asst I	Library Asst II		Lab Asst Animal Tech II	
Grade 49U	Loeb Tech I Photographic Asst I I		Editorial Asst I	Secretary I Staff Asst I	Mail Clerk III Supply Clerk Tech Radiation Safety			Computer Asst II	Library Asst III Microfilm Cam Op II	Curatorial Asst I	Lab Tech	
Grade 50U		Head Lifeguard	Media Tech II	Reprographics Asst I Secretary I, Tech	Maintenance Tech II	Accounting Asst III	Dietary Asst	Computer Asst III			Animal Tech III	
Grade 51U	Loeb Tech II Piano Tech I Graphics Asst II		Editorial Asst II	Reprographics Asst II Secretary II Staff Asst II Faculty Asst I		Financial Asst	Clinical Lab Tech Radiological Tech Denial Asst I Health Asst I	IT Support Asst I	Library Asst IV	Exhibit Asst I Curatorial Asst II	Inspec Lab Tech	EH&S Tech II
Grade 52U	Photographer I		Media Tech III	Secretary II, Tech	Maintenance Tech III Asst Bldg Superintendent	Accounting Asst IV Purchasing Asst Loan Collector II	Dental Asst II Health Asst II		Library Asst V	Preparator	Animal Technologist Plant Technologist Inspec Lab Tech Curatorial Asst I, L Lab Research Asst I, Non-Lab	Electronic Tech II Exper Res Mach I
Grade 53U	Loeb Tech III Piano Tech III Graphics Asst III Photographic Asst II		Editorial Asst III Media Tech IV	Reprographics Asst III Secretary III Staff Asst III Faculty Asst II	Communication Dispatcher Non-Res Prop Operations Asst Res Prop Operations Asst Building Services Asst	Accounting Asst V		IT Support Asst II	Library Asst VI	Exhibit Asst II Curatorial Asst III Installer	Research Asst II, Lab Research Asst II, Non-Lab	Exper Res Mach II EH&S Tech III
Grade 54U	Senior Theater Tech Photographer II	Boat Builder		Coordinator I Executive Asst I Secretary III, Tech	Security Shift Supervisor	Financial Assoe I	Licensed Practical Nurse	IT Support Assoe I	Library Asst VII		Design Drafter Research Asst III, Non-Lab	Scientific Inst Maker Electronic Tech IV
Grade 55U	Graphic Designer		Senior Media Tech Publications Coordinator	Coordinator II Faculty Asst III	Building Services Coordinator	Financial Assoe II	Dental Hygienist	IT Support Assoe II	Library Asst VIII	Sr. Curatorial Tech Sr. Conservation Tech	Research Asst IV, Lab Non-Lab	
Grade 56U				Coordinator III		Grant Administrator Sponsored Research Administrator		IT Analyst IT Coordinator Sr. IT Associate			Research Asst V, Lab Non-Lab	

*There may be individuals that have been reclassified from exempt to overtime eligible/bargaining unit in grades 55U and 56U that are not reflected in the grid.*

**In-network member costs:**

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

**Out-of-network costs:**

	POS Effective Jan 1, 2017
Coinsurance	30% (from 20%)
<u>Annual Deductible</u> <i>Individual / Family</i>	\$750 / \$2,500 (from \$500/\$2,000)
<u>OOP Max</u> <i>Individual / Maximum</i>	\$2,500 / \$7,500 (from \$2,000/\$5,000)
<u>Mental Health/Substance Abuse care</u>	no deductible and 20% coinsurance

**Salary Tiers Effective January 1, 2017:**

<u>Salary Tier</u>	<u>Contribution Percentage</u>	<u>Annual Salary Range</u>
Tier 1	87%	> \$55,000
Tier 2	85%	\$55,000 - \$75,000
Tier 3	80%	\$75,000 - \$100,000
Tier 4	75%	> \$100,000

**Salary Tiers Effective January 1, 2022:**

<u>Salary Tier</u>	<u>Contribution Percentage</u>	<u>Annual Salary Range</u>
Tier 1	87%	> \$60,000
Tier 2	85%	\$60,000 - \$80,000
Tier 3	80%	\$80,000 - \$100,000
Tier 4	75%	> \$100,000

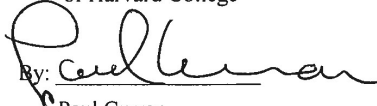
Copayment Reimbursement Plan

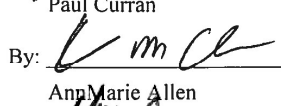
Copayment Reimbursement Plan

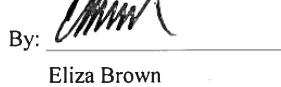
<i>Effective January 1, 2018- Copay Thresholds</i>		Office Visits		Prescription Drugs		In-patient, Out Patient, Emergency Room, High Tech Imaging	
If your FTE Salary is....		<\$75K	\$75K +	<\$75K	\$75K +	<\$75K	\$75K +
Single Family	Single	\$225	\$450	\$500	\$1,000	\$300	\$600
	Family	\$550	\$1,100	\$1,000	\$2,000	\$450	\$900

FTE- Full-time equivalent salary is your annual salary if you work full-time or, for those who work less than full-time, the salary that would be earned working full-time at the same rate of pay

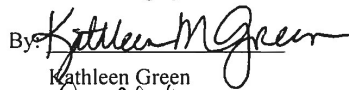
Harvard University  
President and Fellows  
of Harvard College

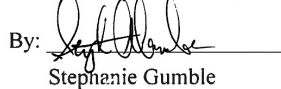
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Paul Curran

By:   
Ann Marie Allen

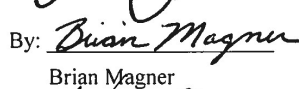
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Eliza Brown

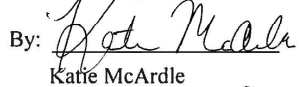
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Lauren Degley Feldman

By:   
Kathleen Green

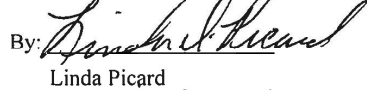
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Stephanie Gumble

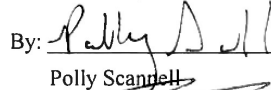
By:   
John F Herlihy Jr

By:   
Brian Magnus

By:   
Katie McArdle

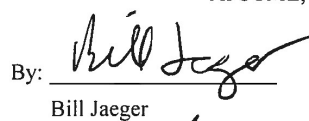
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Richard P. Melnick

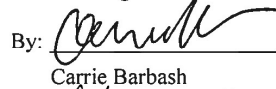
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Linda Picard

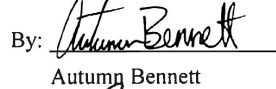
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Polly Scannell

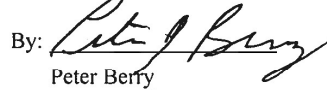
By:   
Zach See

HUCTW  
Harvard University Clerical Technical Workers  
AFSCME, AFL-CIO

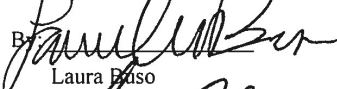
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Bill Jaeger

By:   
Carrie Barbash

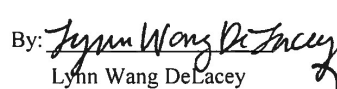
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Autumn Bennett

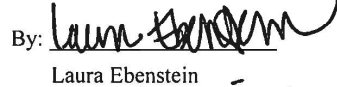
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Peter Berry

By:   
Danielle Bondrow

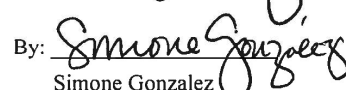
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Laura Buso

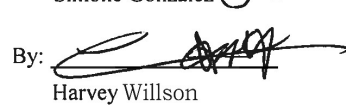
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Alex Chisholm

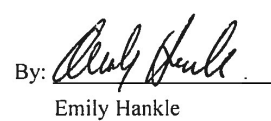
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Lynn Wang DeLacey

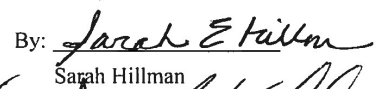
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Laura Ebenstein

By:   
Randi Ellingboe

By:   
Simone Gonzalez

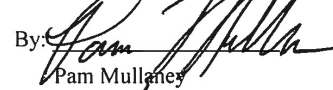
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Harvey Willson

By:   
Emily Hankle

By:   
Sarah Hillman

By:   
Susan Kinsella

By:   
Adrienne Landau

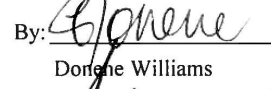
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Pam Mullanes

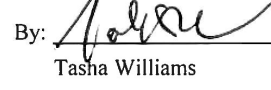
By:   
Laine Pepper

By:   
Rachael School

By:   
Ann Shostedt

By:   
Emily Vides

By:   
Donene Williams

By:   
Tasha Williams

Date: 4/23/19

