

# Tentative Agreement Reached HUCTW and Harvard University October 1, 2021 to September 30, 2022

HUCTW negotiators are happy to announce that **Harvard and HUCTW have reached a tentative agreement on a one-year contract,** which will run from October 1, 2021 to September 30, 2022.

Negotiations for a new Agreement began in May 2021 and they were uniquely challenging amid the pandemic. Throughout the negotiating process, HUCTW leaders were committed to achieving the best possible outcome for members, while laying a strong foundation for future negotiations, which will begin early next year. We are confident that a one-year contract is the best strategic option for 2021.

The majority of voting members must vote "yes" on the new agreement for it to be ratified and implemented. Voting will take place online, using a secure online voting process supervised by the HUCTW Elections Committee, with a simple yes or no vote on the contract. **The Negotiating Team unanimously recommends that members vote "YES."** 

Thank you for your support during the negotiations process! As always please do not hesitate to reach out with thoughts, questions, and concerns by talking to one of your <u>HUCTW Organizers</u> or by writing to us at <u>huctw.info@huctw.org</u>.

# **Salary Program**

In this one-year Tentative Agreement, the salary program is comprised of two parts: (1) a percentage increase to base pay and (2) a one-time lump-sum bonus. For the typical HUCTW member with at least one year of service this will mean <u>a 2.9% raise and a \$500 bonus</u>. Full details are below. For reference, you can find salary information from our last contract here: Agreement, page 25.

# (1) RAISE TO BASE PAY

To be delivered as soon as possible after contract ratification:

- Members who have <u>at least 12 months of service</u> as of October 1, 2021 will receive a 2.9% raise to their base pay.
- Members who have <u>at least six months of service</u>, but fewer than twelve months of service as of October 1, 2021 will receive a 2% raise to their base pay.
- Members who have <u>fewer than six months of service</u> but more than zero months of service as of October 1, 2021 will receive a 1.25% raise to their base pay.

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You can use the <u>HUCTW Salary Increase Calculator</u> to calculate your exact 2021 raise, and we have also provided examples below.

Because the raise is being delivered late (after October 1, 2021), members will also receive an "implementation payment" covering the value of the increase on regular pay for the period between October 1, 2021 and the raise implementation date.

# (2) ONE-TIME LUMP SUM BONUS

# To be delivered on December 1, 2021 <u>or</u> upon the implementation date of this Tentative Agreement, whichever date is later:

• In addition to the raise and the implementation payment described above, all members who have at least six months of service as of October 2, 2021 will also receive a lump sum bonus of \$500. This bonus is \$500 no matter how many weekly hours a member works.

## **EXAMPLES**

Below are examples of how the raise and bonus will affect members with different salaries and amounts of service. The raise percentage and the bonus amount are the same whether you work full-time or part-time.

If you have at least 12 months of service as of October 1, 2021				
Your current salary	\$50,000	\$60,000	\$70,000	
Raise to base pay	2.9% raise (\$1,450)	2.9% raise (\$1,740)	2.9% raise (\$2,030)	
Your salary after the raise	\$51,450	\$61,740	\$72,030	
One-time bonus (in addition to the raise)	\$500 bonus	\$500 bonus	\$500 bonus	

If you have fewer than 12 months of service as of October 1, 2021				
Your months of service as of 10/1/2021	Less than 12 but at least 6 months of service	Less than 6 but more than 0 months of service	Hired after October 1, 2021	
Raise to base pay	2% raise	1.25% raise	N/A	
One-time bonus (in addition to the raise)	\$500 bonus	N/A	N/A	

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# **Other Salary Program Details**

Harvard and HUCTW have tentatively agreed to the following changes, **effective as of 10/1/2021**:

## **SALARY GRADE CHANGES (GRADES 47-56)**

• A 2% increase to all HUCTW salary grade minimums and a 2% increase to all HUCTW salary grade maximums (Agreement, page 45).

### SHIFT DIFFERENTIAL

• Shift differential will be increased from \$1.85 per hour to \$1.90 per hour. The shift differential is a pay adjustment given to those HUCTW members who regularly work shifts that meet certain criteria (Agreement, page 41).

#### HARVARD-HUCTW JOINT FUNDS

 \$2,996,667 (a 2.75% increase from last year) to fund HUCTW assistance programs, including: the HUCTW Childcare Fund, the HUCTW Education Fund, the HUCTW Transportation Fund, the Academic Enrichment Fund, the Joint Work Security Program, the Joint Activity and Training Fund, and the Joint Supplemental Fund through September 30, 2022 (Agreement, page 8).

# **Tax on Tuition Assistance Benefits**

The Tuition Assistance Program (TAP) -- allowing staff to take courses at Harvard at a significantly reduced rate--is one of the most popular staff benefits among HUCTW members. In 2019, in order to bring the University into IRS compliance, Harvard began applying a new tax policy to graduate-level TAP classes that meet certain criteria. This new tax policy has led to significant new costs for many HUCTW members who take Harvard TAP classes. **Under our new Tentative Agreement, Harvard will provide HUCTW with funding to help reimburse members for a substantial portion of the eligible TAP tax costs incurred between summer 2021 and fall 2022. See (1) below for more details.** 

The primary criteria that determines whether a member owes tax on the value of a class is whether the course is considered job-related according to the IRS, but each member's supervisor ultimately makes the final call. With this in mind, HUCTW and Harvard negotiated revisions to the guidance Harvard provides to managers around determining whether a class is job-related or not. See (2) below for more details.

## (1) TAP TAX REIMBURSEMENT PROGRAM

#### Effective October 1, 2021

 For one-time only, the University will rollover eligible unused joint funds from the 2018 – 2021 contract period in the amount of \$350,000 to help HUCTW reimburse members for TAP tax costs incurred between Summer 2021 and Fall 2022.

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- The University will also provide HUCTW with an additional \$300,000. Combined with the rolled over funds, this \$300,000 will be used for the sole purpose of reimbursing the imputed income taxes for non-job-related courses taken in the semesters between Summer 2021 and Fall 2022. The University will claim back any unused funds on December 31, 2022.
- The University will provide a report to the Union that will help the Union determine which members will be eligible for reimbursement from the TAP Tax Fund. The University will provide the report each semester when available, typically 2 – 3 weeks after the School's add/drop period, but no later than the date of the paycheck from which the first withholding of imputed income tax will be withheld.

## **TAP TAX GUIDANCE & FORMS**

#### Effective October 1, 2021

- Harvard and HUCTW will revise the document titled "Job Relatedness for Tuition Assistance Program Courses: Guidance for Managers." Revised text: <u>https://huctw.org/wp-content/uploads/2021/10/HUCTW\_2021\_TA\_TAP\_Tax.pdf</u>
- University leaders are committed to meeting and discussing other issues that arise around clarity, phrasing, and the impact of TAP Tax forms and guidance.

# **Diversity, Equity, Inclusion, and Belonging**

In order to take a more proactive approach to addressing issues around Diversity, Equity, Inclusion, and Belonging, Harvard and HUCTW have will establish a joint union-management committee. The relevant language in the Tentative Agreement reads as follows: "HUCTW and Harvard University maintain a commitment to strong, collaborative work on issues of Diversity, Equity, Inclusion, and Belonging in an ongoing, structured union-management joint committee to be defined jointly by the parties."

As part of this Tentative Agreement, Harvard and HUCTW will also make the following changes to the Harvard-HUCTW contract (Agreement, pages 15 – 16 and Personnel Manual, page 3) **Revised text:** <u>https://huctw.org/wp-content/uploads/2021/10/HUCTW\_2021\_TA\_DEIB\_Section.pdf</u>

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# **COVID-19 Paid Sick Time**

In order to assist members who have needed to use their accrued sick time for COVID-19 related reasons, Harvard and HUCTW have negotiated five extra COVID-19 sick days:

- HUCTW members who have used their regular sick time for COVID-related circumstances\*\* between **April 1, 2020 and May 27, 2021** may contact their manager or HR to retroactively convert up to <u>five days</u>\* of regular sick-time-taken to "COVID-19 Paid Sick Leave" (recouping up to five regular sick days). All adjustments must be requested no later than January 31, 2022.
- The five negotiated days described above (to be used during 4/1/2020 5/27/2021) are for HUCTW members only. They are in addition to the five COVID-19 sick days Harvard recently made available to all staff as required by state law for the time period between May 28, 2021 and April 1, 2022. In accordance with Harvard's policy around the state-mandated days, if members have already used MA COVID-19 Sick Leave since May 28, 2021, this usage will count towards the five days available during that period (5/28/2021 4/1/2022).

## \*One day = 1/5 of a member's total regular weekly hours.

#### **\*\*COVID-19 related circumstances include the following:**

- Time to take care of yourself or get medical treatment due to a COVID-19 diagnosis or symptoms, or to get or recover from a COVID-19 vaccination.
- Time to quarantine as required by a local state, or federal public official, a health authority having jurisdiction, or a health care provider.
- Time to care for a covered family member in the above situations. Covered family members are an employee's spouse, domestic partner, child, parent, grandchild, grandparent, or sibling, a parent of the employee's spouse or domestic partner, or a person who stood in loco parentis to the employee when the employee was a minor child.

For reference, the previous Harvard-HUCTW contract for the period between October 1, 2018 and September 30, 2021 can be found on our website at: <u>huctw.org/contract</u>