



**Comprehensive Details of the Tentative Agreement
HUCTW and Harvard University
October 1, 2022 to June 30, 2026**

The Harvard Union of Clerical and Technical Workers (HUCTW) and Harvard University have reached Tentative Agreement for a new contract, covering a period of 3 years and 9 months (October 1, 2022 – June 30, 2026). There will be an online ratification vote via electronic ballot from Tuesday, May 30 to Wednesday, May 31. A majority of the HUCTW members who take part in voting must vote “Yes” for this tentative agreement to take effect. HUCTW leaders are strongly recommending a “Yes” vote.

Below are the full and comprehensive details of every change agreed to as part of this Tentative Agreement.

Table of Contents	
1. Pay Program	7. Bargaining Unit Eligibility
2. Joint Funds	8. Expedited Mediation for Terminations
3. Meal Allowance	9. Health Care Family Categories
4. Shift Differential	10. Health Care Group Agenda
5. Flexibility & Remote Work	11. Sexual Harassment Resolution Process
6. Reduced Staffing & Extra Work	12. Auto Enrollment in Retirement Savings Account

1. Pay Program

In this Tentative Agreement lasting three years and nine months, HUCTW members will receive four salary increases, one for each year that they meet the eligibility requirements (2022, 2023, 2024, and 2025). Eligible members will also receive a lump sum payment covering the period between October 1, 2022 and the date the 2022 raise is implemented. Additionally, members on the payroll at the time of ratification will receive a one-time bonus of \$1400. A typical member* with one year of service will receive:

- Year 1, Effective Oct. 1, 2022:** 5.9% raise **and** lump sum payment **and** \$1400 bonus
- Year 2, Effective July 1, 2023:** 4.7% raise
- Year 3, Effective July 1, 2024:** 3.8% raise
- Year 4, Effective July 1, 2025:** 3.5% raise

** PLEASE NOTE: These raise amounts listed above are for a “typical member” who earns the median HUCTW salary of \$64,000 and has at least one year of service as of each increase effective date.*

Below, you can see examples of how the 2022 salary increase will impact members at **other** income levels, or members with **less** than 12 months of service. These examples are followed by the full details of the salary program, including formulas and eligibility requirements.

You can use the [HUCTW Salary Increase Calculators](#) to determine your exact raises for 2022 and 2023.

IMPACT OF FIRST YEAR RAISE & BONUS ON MEMBERS

EXAMPLE A: Impact of the 2022 raise & bonus on members at different salary levels.

Current salary	\$40,000	\$50,000	\$60,000	\$70,000	\$80,000
2022 raise	6.9% raise	6.3% raise	6% raise	5.7% raise	5.5% raise
Bonus	\$1400 bonus	\$1400 bonus	\$1400 bonus	\$1400 bonus	\$1400 bonus

EXAMPLE B: Impact of 2022 raise & bonus on a member who earns \$55,000 a year, with less than a year of service as of 10/1/2022.

Service as of October 1, 2022	Less than 12 but at least 6 months of service	Less than 6 but more than 0 months	Hired after October 1, 2022
2022 raise	5.2% raise for 2022	4.3% raise for 2022	No raise for 2022
Bonus	\$1400 bonus	\$1400 bonus	\$1400 bonus

Again, these are just examples to give you a sense of the typical impact—please use the [HUCTW Salary Increase Calculators](#) to determine your exact raises for 2022 and 2023.

IMPACT OF RAISE PROGRAM OVER THE LIFE OF THE CONTRACT

Total base salary growth during the contract for the average member with one year of service:

Average member's current salary is \$64,000:

- Oct. 1, 2022 they receive increase of **5.9%** (\$3766 raise) new salary is \$67,766
- July 1, 2023 they receive increase of **4.7%** (\$3185 raise) new salary is \$70,951
- July 1, 2024 they receive increase of **3.8%** (\$2696 raise) new salary is \$73,647
- July 1, 2025 they receive increase of **3.5%** (\$2577 raise) new salary is \$76,224

The average member's annual base salary will grow by **\$12,244 over the entire contract.**

This is a **19% increase to the member's base salary** (from \$64,000 to \$76,224).

This increase total does **not** include the one-time \$1400 bonus.

FORMULAS FOR RAISE CALCULATIONS

Effective Oct.1, 2022: Structure raise of 4.30% + Progression raise of \$1000 = **your 2022 raise****

Effective July 1, 2023: Structure raise of 3.15% + Progression raise of \$1050 = **your 2023 raise****

Effective July 1, 2024: Structure raise of 2.20% + Progression raise of \$1100 = **your 2024 raise****

Effective July 1, 2025: Structure raise of 2.00% + Progression raise of \$1100 = **your 2025 raise****

**** Both the Structure and Progression increases listed above are raises to your annual base salary (they are not bonuses). When these two raises are added together they equal your total raise for each year of the contract. The Progression increase listed above is for an employee who works 35 hours a week. If you work weekly hours other than 35, your Progression increase will be **prorated** for your hours. Each raise is also **prorated** for those who don't meet the full service requirements for that raise—these service requirements are listed below. Use the [HUCTW Salary Increase Calculators](#) to determine your specific raises for 2022 and 2023.**

SERVICE ELIGIBILITY FOR PAY PROGRAM

Lump sum payment covering effect of raise from October 1, 2022 until implementation:

As the Year 1 Raise includes a period of time that has already passed, HUCTW members who were on the active payroll on October 1, 2022, **and** on the active payroll on the date of ratification will receive lump sum payments covering the period between October 1, 2022 and the Year 1 Raise implementation date.

Bonus of \$1,400:

All HUCTW members who are on the active payroll at the University on May 31, 2023 will receive the \$1400 bonus.

Year 1 Raise, effective date is October 1, 2022

- **Structure:** Employees in the bargaining unit on the active payroll at the University upon ratification shall receive a salary (structure) increase of 4.3%.
- **Progression:** Employees in the bargaining unit on the active payroll at the University upon ratification who have completed at least:
 - Twelve months or more of benefits eligible service as of 10/1/22 shall receive a progression raise of \$1,000 (prorated for weekly hours other than 35).
 - At least six, but fewer than twelve months of benefits eligible service as of 10/1/22 shall receive a progression raise of \$500 (prorated for weekly hours other than 35).

Year 2 Raise, effective date is July 1, 2023

- **Structure:** Employees in the bargaining unit on the active payroll at the University on 7/1/2023 shall receive a salary (structure) increase of 3.15%.
- **Progression:** Employees in the bargaining unit on the active payroll at the University on 7/1/2023 who have completed at least:
 - Nine months or more of benefits eligible service as of 7/1/2023 shall receive a progression increase of \$1,050 (prorated for weekly hours other than 35).
 - At least three but fewer than nine months of benefits eligible service as of 7/1/2023 shall receive a progression of \$525 (prorated for weekly hours other than 35)

Year 3 Raise, effective date is July 1, 2024

- **Structure:** Employees in the bargaining unit on the active payroll at the University on 7/1/2024 shall receive a structure increase of 2.2%.
- **Progression:** Employees in the bargaining unit on the active payroll at the University on 7/1/2024 who have completed at least:
 - Twelve months or more of benefits eligible service as of 7/1/2024 shall receive a progression increase of \$1,100 (prorated for weekly hours other than 35).
 - At least six but fewer than twelve months of eligible service as of 7/1/2024 shall receive a progression increase of \$550 (prorated for weekly hours other than 35)

Year 4 Raise, effective date is July 1, 2025

- **Structure:** Employees in the bargaining unit on the active payroll at the University on 7/1/2025 shall receive a structure increase of 2.0%.
- **Progression:** Employees in the bargaining unit on the active payroll at the University on 7/1/2025 who have completed at least:
 - Twelve months or more of benefits eligible service as of 7/1/2025 shall receive a progression increase of \$1,100 (prorated for weekly hours other than 35).
 - At least six but fewer than twelve months of benefits eligible service as of 7/1/2025 shall receive a progression increase of \$550 (prorated for weekly hours other than 35).

SALARY GRADE MINIMUMS AND MAXIMUMS

The minimums and maximums of the salary grades will increase as follows:

- **Upon ratification:** 4.8%
- **Effective 7/1/23:** 3.65%
- **Effective 7/1/24:** 2.5%
- **Effective 7/1/25:** 2.3%

2. Joint Funds

The Joint Funds include the following member assistance funds: the Childcare Fund, the Education Fund, the Transportation Fund, Academic Enrichment Fund, the Work Security Fund, and the new TAP Tax Fund. The total increases to fund pool are below. New additions to the contract language are below that in **blue**:

- **On Oct. 1, 2022:** Increase by 6.67% to \$2,397,500 (for 9 months)
- **On July 1, 2023:** Increase by 4.5% to \$3,340,517 (for 12 months)
- **On July 1, 2024:** Increase by 3.5% to \$3,457,435 (for 12 months)
- **On July 1, 2025:** Increase by 3.25% to \$3,569,802 (for 12 months)

JOINT FUNDS, Personnel Manual, Side Letter

The University and HUCTW will create a new Joint Fund called the HUCTW TAP Tax Fund. These funds shall be used for the sole purpose of reimbursing the imputed income taxes for non-job-related courses taken using the University's TAP benefit.

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.

The University is committed to meet and discuss issues around clarity, phrasing, and impact of language used in University TAP Tax Guidance and Forms upon notification and request from the Union.

3. Meal Allowance

The meal allowance for members who are required to work two or more hours in addition to their normally scheduled full-time workday, or if they are required to work for at least four hours on a weekend or a holiday (outside of their normal work schedule).

- **Upon ratification:** Meal allowance will be increased from \$14.00 to \$16.00
- **Effective 10/1/2024:** Meal allowance will be increased from \$16.00 to \$17.00

4. Shift Differential

Shift differential is a supplemental rate added to the hourly pay of members who are required to work non-traditional hours as part of their regular schedules. There are two types of changes to the shift differential as a part of this tentative agreement (1) an increase to the shift differential rate for each year of the agreement (2) the expansion of shift differential eligibility to include those who work early morning shifts—previously it was only applied to staff who worked nights or weekends. Details of both changes are below. New additions to the contract language are in **blue**, deletions are ~~crossed out and red~~.

- **Upon Ratification**.....\$1.95/hr.
- **July 1, 2023**.....\$2.00/hr.
- **July 1, 2024**.....\$2.05/hr.
- **July 1, 2025**.....\$2.10/hr.

SHIFT DIFFERENTIAL, Personnel Manual, Pages 32 - 33

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 to work **more than one full hour outside the hours of 8:00 a.m. (i.e. starting at 6:59 a.m. or earlier) to 5:00 p.m. (i.e. working until 6:01 p.m. or later)**. 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 [please note that this “2001” is from the original agreement around shift differential in 2001]

- (1) Where an employee has a fixed and regular schedule and is regularly required to **work more than one full hour outside the hours of 8:00 a.m. (i.e. starting at 6:59 a.m. or earlier) to 5:00 p.m. (i.e. working until 6:01 p.m. or later)**, 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 **before 8:00 a.m. and after 5:00 p.m.***

*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:*

- **Upon Ratification**.....\$1.95/hr.
- **July 1, 2023**.....\$2.00/hr.
- **July 1, 2024**.....\$2.05/hr.
- **July 1, 2025**.....\$2.10/hr.

5. Flexibility & Remote Work

The contract language on flexibility will be modified as follows to support those who want to build remote work into their schedules. New additions to the text are **blue**, deletions are ~~crossed out and in red~~, and text that has been moved is in **purple**.

FLEXIBILITY, Agreement, Page 17 – 19

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 the mutual need for flexibility using different types of arrangements including but not limited to remote and hybrid work, compressed work weeks, and other creative options. 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. 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. In discussions about workplace flexibility, the needs of the work unit and the individual must be balanced when making decisions about workplace flexibility, hybrid, and remote work. Members and managers alike are trusted to communicate often and openly about how to maintain productivity and a healthy work life balance in a dynamic workplace. Requests should be considered and not unreasonably denied. Determinations around a member's request will be based on that member's individual job responsibilities and the operational needs and objectives of the work unit, department, or school.

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 specific reason for the decision, based on the member's individual job responsibilities and the operational needs and objectives of the work unit, department, or school.

Within the context of commitment to the successful operation of the local workplace, flexible arrangements, and changes to ~~existing flexible arrangements~~ them may be appropriate. If a proposed change to ~~an existing established~~ flexible arrangement 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. *Changes will not be implemented without discussion and reasonable notice. If unexpected and/or atypical needs arise, temporary changes to an established flexible schedule may be necessary. These temporary changes will be made with as much notice as feasible and with the acknowledgement that sudden schedule changes can be disruptive and difficult for an employee.*

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 *their his/her* department. *Managers and members are encouraged to explore the following but are not limited to the options listed below.*

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 *their his/her* 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).

Hybrid Schedule

An employee works both remotely and on campus for a specified number of hours per week or number of days per month. Hybrid schedules may vary throughout the year, depending on the operational needs and objectives of the unit or department.

Fully Remote Work Schedule

An employee has no designated office/physical space in Harvard facilities and conducts all work remotely. There may be times when the member is required to be on campus, with discussion and reasonable notice.

~~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.

Hybrid and/or Remote Work Expenses

Members must be actively supported in their efforts to successfully perform their assigned job duties, whether they work on campus or remotely. Members and managers should discuss the equipment, tools, and supplies, required to perform their work both on campus and remotely. It may be appropriate for the department to purchase or reimburse a member for equipment and supplies necessary to be effective in working remotely, consistent with University and local policies.

Joint ~~Committee~~ 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 and necessitates a dedicated joint group to carry out further exploration of workplace flexibility.

~~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.~~ The Joint Committee on Flexibility (JCF), composed of an equal number of Union and University representatives, will assess the current member experience across the schools with regards to flexibility, review the range of resources available and their accessibility, and augment these resources by coordinating trainings and education about flexibility among members 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. The JCF will provide periodic recommendations to HUCTW and University leadership on the advantages of increased flexibility and strategies for promoting flexible work arrangements, upholding the idea that both the University and the member work better when it is possible to accommodate the mutual need for flexibility using the many different and creative types of arrangements outlined in this article, with the understanding that the aim is for an equitable distribution of opportunities for flexibility for all HUCTW staff, including employees with on-campus and/or fixed schedules.~~

The University will discuss changes to the University flexibility policy and practices with the JCF before they go into effect.

6. Reduced Staffing & Extra Work

The language in the contract around staffing levels and extra compensation will be modified as follows to support those who take on additional work on top of their regular job duties. New additions to the text are **blue** and deletions are ~~crossed out and in red~~.

EXTRA COMPENSATION, Personnel Manual, page 32

1. *Extra compensation is defined as an unusual, nonrecurring, or extraordinary payment for Harvard work which falls beyond an employee's regular job assignment. **When possible, managers should initiate a conversation about extra compensation when assigning extra work and the amount of extra compensation should be agreed upon. If the extra work continues beyond the expected timeline or scope, then the compensation will be reevaluated accordingly. Employees are encouraged to consult their union rep and/or HR if they have taken on extra work without extra compensation.***

2. *Work for which extra compensation may be appropriate includes, but is not limited to:*

Work not performed for the employee's primary employing unit.

Such work shall not interfere with the employee's regular responsibilities and shall be performed outside the employee's regular work schedule. Compensation for this work is to be negotiated between the employee and the departmental representative requesting the work. All hours over 40 must be paid at 1 ½ times the employee's straight time rate for the workweek.

Work occasioned by the absence of a supervisor or co-worker.

*Ordinarily, extra compensation should be paid for such work when it is anticipated that work will be performed for more than 20 work days when covering for a co-worker or for more than 7 days when covering for a supervisor. Extra compensation for such duties assigned for shorter periods of time may be considered. Extra compensation will be set at a negotiated rate appropriate to the work performed. **When the amount of extra compensation is being determined, criteria to consider include, but are not limited to: the salary grade relative to the work being performed, the percentage of job duties the employee is taking on, and the amount of time expected to complete the extra work.***

3. *Extra compensation is not appropriate if additional duties become a permanent part of an employee's regular job. A job review and possible change in job description, grade, or rate of compensation may be appropriate.*

OVERTIME AND COMPENSATORY TIME, Personnel Manual, Pages 30 -31

Every non-exempt employee who works beyond her/his regularly scheduled hours has a right, guaranteed by law, to be appropriately compensated for extra time worked.

1. In calculating hours worked for overtime purposes, all hours “paid” are considered hours “worked.” That is, extra hours worked in a week where a paid absence also occurs (a holiday, sick day, vacation, etc.) are compensated according to overtime policy. There is one exception: Comp time hours “paid” are not considered hours “worked.”
2. Occasions may arise which necessitate unanticipated overtime work. Employees should try to accommodate such needs of the workplace, but should not be required to do so ~~if they have a prior conflicting commitment which they cannot reasonably alter~~ if they are unable to accommodate the request due to a prior conflicting commitment. If such instances become routine, the situation should be evaluated and discussed by the employee’s supervisor.
3. Employees are not expected to work overtime beyond the occasions referred to in paragraph 2 (above) unless it is part of their job description, understood by them before hiring, or agreed to in the event of a reasonable need for change in the job. Managers should communicate clearly with all employees about how much overtime might be necessary so that all parties are well informed about the expectations of a role.
4. Refusal to work any overtime that is not part of an employee’s job description will not be reflected in an employee’s overall performance evaluation.
5. Some offices at Harvard regularly provide their employees with opportunities to work overtime. Where such overtime work is not specialized and calls on the generic abilities of any of the employees in the office, all employees in that office should have equitable access to such overtime, if they so desire.
6. Ordinarily, overtime arrangements will be authorized in advance by the supervisor.
7. Harvard’s workweek begins Sunday at 12:01 a.m. and ends the following Saturday at midnight. The following overtime compensation requirements apply:
 - A. **Overtime for Hours Over 40.** An employee who works over 40 hours during a particular workweek must be paid time and one-half the regular hourly rate for all hours worked over 40 hours in that workweek.
 - B. **Overtime for Hours under 40 and Use of Compensatory Time.** An employee who works more hours than **their** regular schedule but not more than 40 hours during a particular workweek may either:
 - be paid straight time (regular hourly rate) for these additional hours,

Or

- assign to ~~him/herself~~ *themselves* the right to receive compensation for these hours at a future date by banking these hours in a non-interest-bearing compensatory time off account for future use as paid time off. *The option to receive compensatory time in place of pay is solely the choice of the staff member and may not be required by departments.* While the time off should be arranged with the supervisor, employees may request the financial compensation at any time. Employees will not be able to accrue more than 40 unused compensatory hours, and although these hours may be carried over from year to year, they must be paid out at termination and will ordinarily be paid out at the time of transfer to another position.

OTHER INCREASES, Agreement, Pages 26-28

~~Salary increases for other reasons may be granted at any time, subject to policy and approval requirements established by local units and the University.~~ *Members are eligible for extra-contractual salary increases and/or bonuses for other reasons which may be granted at any time. These are subject to policy and approval requirements established by local units and the University. At a minimum, proposed salary increases or bonuses must be discussed and approved by the local human resources office responsible for the area.*

Education around Overtime and Contract Language Changes for the Harvard Community

In order to ensure better understanding, The Office of Labor and Employee Relations plans to engage in an education effort for Harvard departments around the new and current legal and contractual rules regarding Overtime, Extra Compensation, and Extra Increases and Bonuses.

TEMP, LHT, OHHCW WORKERS, Personnel Manual pages 10 - 12

TEMPORARY (TEMP), LESS THAN HALF-TIME (LHT), AND OCCASIONAL HIGH HOUR CONTINGENT WORKER (OHHCW) EMPLOYMENT

Philosophy Statement

It is a fundamental ideal of the Harvard workplace that, although temporary (Temp), less than half-time (LHT), or Occasional High Hour (OHHCW) staffing is a necessary employment vehicle at Harvard, the use of Temp, LHT and OHHCW workers should be exceptional and strictly limited, and never at the expense of regular benefited employment. In other words, everyone who does regular Harvard work on a regular basis deserves the benefits of regular employment status.

Temp, LHT, and OHHCW employees are not included in the HUCTW bargaining unit. Temp, LHT, and OHHCW employment is designed for situations where short term increases in workload or short-term staffing shortages require a brief expansion in employment. Also, Temp, LHT, and OHHCW employment may be appropriate where departments have ongoing, but minimal, staffing needs for which maintaining a regular position is not practically possible. For ongoing departmental staffing needs, a regular position should be established and in the case of temporary or short-term projects or staffing needs, a term position is appropriate.

Temp, LHT, and OHHCW Employment Policy

1. A Temp employee is one who is (a) hired to work for thirteen weeks or less; or (b) hired to replace a regular employee who is absent for a period of time, but who retains a right of reinstatement; or hired to fill a vacant, posted position as described in the Side Letter Re: *Reduced Staffing and Extra Work (RSEW)*. (See Exceptions below). Once the Temp position ends, that same employee may not be hired as a Temp or LHT again at the University within less than 8 months. An employee's time in this position over 13 weeks will be considered a violation of the Policy, unless it falls within one of the recognized exceptions (below) or with agreement of the Union.
2. A LHT employee is one who is hired to work 14 hours or less per week. Any instance of an employee working three or more weeks of over 14 hours per week as a LHT employee within a one-year period (from date of hire) will be considered a violation of the Policy. LHT policy time limits as stated here do not apply to retirees receiving a Harvard University pension, and students of the University on the student payroll.
3. An OHHCW employee is one who is permitted to work up to 455 hours in a fiscal year with the following additional limitations:
 - The OHHCW may have hours worked in up to twelve (12) payroll weeks per fiscal year, but not more – any hours worked in the 13th week worked will be a violation; and
 - The OHHCW may have hours worked in up to three (3) consecutive payroll weeks within a fiscal year, but not more – any days worked in the 4th consecutive week worked will be a violation.
4. Exceptions: The Temp policy as stated here does not apply to:
 - (a) An employee hired in Temp status to fill in for a regular employee who:
 - is on short term disability;
 - is on a long term leave with a right of reinstatement;
 - is on any other negotiated leave with a right of reinstatement; or
 - is receiving approved Workers' Compensation payments.

However, if it is known that a regular employee will be absent from his or her job for six months or longer, that employee's position will be posted with term employee status.

(b) An employee hired as a Temp as described in the Side Letter Re: *Reduced Staffing and Extra Work (RSEW)*.

(c) Retirees receiving a Harvard University pension, who may work as a Temp indefinitely.

(d) Students of the University on the student payroll.

Cycling between Temp and LHT: A Temp employee may be switched to LHT status once, and a LHT employee may be switched to Temp status once, but otherwise cycling between Temp and LHT status will be considered a violation of the policy.

Cycling between a Temp or LHT and OHHCW position is not permitted within the same fiscal year. An employee may only be designated as an OHHCW if the employee has not worked any hours as a LHT or Temp in the current fiscal year and cannot be hired as or transferred to a Temp or LHT within the same fiscal year.

The following practices in Temp and LHT employment need to be actively discouraged. They may meet the letter, but certainly violate the spirit of our agreed upon policies:

Use of a number of LHTs in the same work function, none of whom works more than 14 hours per week, but whose combined hours exceed 14 hours per week

Use of a series of Temps working 17 ½ hours or more per week in the same work function, none of whom works more than 13 weeks, but whose combined employment exceeds 13 weeks

Remedy: If the Joint Committee on Contingent Work (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, LHT, or OHHCW employee from the position. 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. The same OHHCW may not be hired again as a Temp, LHT or OHHCW within the fiscal year. In all cases, the department has the option to hire the employee into a regular position with benefits.

REDUCED STAFFING & EXTRA WORK, Personnel Manual, Side Letter

During the negotiations for a successor Agreement and Personnel Manual in the 2022, the parties agreed as follows:

An exception to the Temp policy as stated in the Temp, LHT and OHHCW Employment Policy in the Personnel Manual shall be an employee hired in Temp status to fill a vacant, posted position for up to twenty-six (26) weeks:

- *Requests for Temp assignments longer than 13 weeks will be reviewed for approval by the JCCW.*
- *This is for existing vacant positions only, not new positions.*
- *The twenty-six (26) weeks begins when the position is vacated, not when the job is posted.*

This side letter will expire eighteen (18) months after ratification of the successor collective bargaining agreement.

7. Bargaining Unit Eligibility

“HUCTW Bargaining Unit” is a term used to collectively describe the group of 5000+ members who are represented by HUCTW. Currently the definition of the HUCTW Bargaining Unit includes only members who work in Massachusetts and at Dumbarton Oaks in Washington, DC. Under this new Tentative Agreement, the HUCTW Bargaining Unit will be expanded to include all states in which Harvard is registered to do business and in which non-exempt employees are eligible to be on the Harvard payroll. This will include all states in New England and also New York State. The relevant contract language will be modified as follows. New additions to the text are **blue** and deletions are ~~crossed out and in red~~.

DEFENITION OF UNIT, Agreement, Page 1

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 ~~and guard~~) employees (who work at least 17 ½ hours per week) who have been classified to be in grades 47U- 56U, and/or are covered by the parties’ **Memorandum of Agreement** dated August 8, 2022, and who work in ~~Massachusetts or at Dumbarton Oaks in Washington D.C.~~ a state in which Harvard University is registered to do business and in which non-exempt employees working in those states are eligible to be on the Harvard payroll, 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.*

8. Expedited Mediation for Terminations

Although terminations of HUCTW members are rare, when a member is fired from Harvard, they can appeal that decision using the HUCTW’S grievance process (called “**Problem Solving**”). However, while they are working through that official Problem-Solving process, the member has no income.

Additionally, termination cases are much harder resolve during the first two stages of the process. So as a part of this Tentative Agreement, there will be a new, expedited process for those HUCTW members who are fired from Harvard for cause. The terminated member can skip the first two problem-solving steps and go straight to mediation (which is the last step of the grievance process and typically only lasts one day). The relevant contract language will be modified as follows.

New additions to the text are **blue** and deletions are ~~crossed out and in red~~.

INDIVIDUAL PROBLEM SOLVING, Agreement, Pages 9-11

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.

If a HUCTW member is terminated for cause from the University, that member may request that their case move directly to mediation (bypassing the Regional Problem Solving and University Problem Solving steps) after consulting with an HUCTW organizer.

If a member is already in the problem-solving process and that member is terminated during the process, that member may request that their case move directly to mediation in consultation with their HUCTW organizer and the current problem-solving team working on the case.

All mediations must be approved by the HUCTW Executive Board. If mediation has been approved by the Board, the Union and University will work together to schedule mediation for a date and time that is mutually agreeable.

PROGRESSIVE DISCIPLINARY PROCESS, Personnel Manual, Pages 42-43

Termination: *Termination should only be considered after all other avenues have been thoroughly explored. A possible intermediate step between a final written warning and termination might be suspension with or without pay. Members who are terminated for cause may request expedited problem-solving (see Mediation to Final Conclusion section in Agreement).*

9. Health Care Family Categories

Currently, when members select or modify their health care, dental, and vision insurance options, there are two family categories to choose from (Individual and Family). Under this Tentative Agreement, those two family-categories will be expanded to four categories, as seen in the following table. This table will be included as an Appendix in the Agreement.

Current Categories	New Categories, Effective 1/1/2024
<ul style="list-style-type: none"> • Individual • Family 	<ul style="list-style-type: none"> • Employee • Employee + Spouse/Domestic Partner • Employee + Child(ren) • Employee + Family

10. Health Care Group Agenda

Harvard and HUCTW negotiate about health care issues on an ongoing basis through a joint Health Care Group in order to address health issues as they arise. Two new issues have been added to the Health Care Group’s charge. The relevant contract language will be modified as follows. New additions to the text are **blue** and deletions are **crossed out and in red**.

Health Care Group, Agreement, Pages 23-24

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;~~
- **Paid medical leave(s), including but not limited to discussion of the informational materials and instructions, reimbursement rates and the rationale behind them, and which type of leave is applied in a given situation;**
- 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.
- [Review and revise the Personnel Manual language in APPEAL PROCEDURES section.](#)

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 commendations.

11. Sexual Harassment Resolution Process

HUCTW's [contract language and process](#) for investigating and resolving cases of sexual harassment and discrimination remain unchanged. As Harvard and HUCTW continue to have [disagreements](#) as to how that language should be applied in light of Harvard's separate Title IX process, the University and the Union will continue to negotiate around these issues.

SEXUAL HARASSMENT, Personnel Manual, Side Letter

The parties will continue to meet on a regular basis to negotiate the Sexual Harassment provisions of the contract. The parties reserve any and all rights and arguments regarding the existing contract language and Title IX Law.

12. Auto Enrollment in Retirement Savings Account

In this new Tentative Agreement, Harvard and HUCTW have agreed that new employees who are hired or rehired on or after January 1, 2024 will be automatically enrolled in a tax-deferred retirement savings account (TDA), with escalating automatic contributions (described below) from the employee. The affected members can opt out of this program at any time. This change does not affect any current members. The relevant contract language will be modified as follows. New additions to the text are [blue](#).

TDA AUTO-ENROLLMENT, Agreement, Page 20

PENSION PLAN AND TAX- DEFERRED ACCOUNT (TDA)

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.

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.

All future credits accrue as defined above and are fully portable on termination of employment or retirement, after three years of service.

Employees hired, rehired or transferred into HUCTW on or after January 1, 2024, will be automatically enrolled into the University TDA after 60 days of employment. The initial contribution rate will be 3% of eligible compensation deducted on a pre-tax basis. This deferral percentage will increase by 1 percentage point each January 1, up to 10% (not to exceed federal contribution limits). If members do not make an investment election, contributions to the Plan will default to the Plan's Qualified Default Investment Alternative. Members may opt out of enrollment or change contributions at any time.

A member may increase or decrease their TDA contributions from the 3% pretax default at any time, or enroll sooner than the 60-day waiting period. Any changes to the default program will cancel automatic enrollment and automatic escalation participation. An employee will have 60 days from their first TDA automatic contribution to cancel and request reimbursement of any TDA contributions.

PLEASE NOTE: As part of this Tentative Agreement, all gender pronouns (such as she/he) will be changed to they/them/their throughout the Agreement and the Personnel Manual (the two books that comprise our contract).