



**\*\*Note\*\***

*This is an abbreviated description of the [contract](#). It is essential that the complete version of each article in the official contract be consulted, early and often, and when implementing any of these provisions, to ensure that the requirements are understood and addressed in full.*

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## ARTICLE 1 | RECOGNITION

This Article defines who is a member of the bargaining unit that the Union represents.

## ARTICLE 2 | TITLES AND CLASSIFICATIONS

This Article lists the titles in the bargaining unit, such as Teaching Fellow and Research Assistant, and provides a description of such titles.

## ARTICLE 3 | EMPLOYMENT APPOINTMENT LETTER

This Article requires that the University will give each student worker an “employment appointment letter” that must contain certain information and provides a time line for when such letters must be issued before the start of the appointment.

## ARTICLE 4 | EMPLOYMENT APPOINTMENT SECURITY

This Article provides for a cancellation fee if a Teaching Fellow’s assigned course or section is cancelled and no other assignment can be made. In addition, if a Research Assistant’s appointment ends early through no fault of the RA, the University will work with the RA to find work for the remainder of the 10- or 12-month appointment.

## ARTICLE 5 | JOB POSTING

This Article explains when job openings have to be posted and when they do not, and provides details on what must be contained in the posting and how long jobs must be posted. It obligates the University to create a job posting website for use by Harvard student workers.

## ARTICLE 6 | GRIEVANCE AND ARBITRATION

When a student worker or the Union believes that the University has violated the Agreement in some way, this Article describes how to process a grievance over such a claim. Grievances may initially be addressed informally. Once a formal grievance is filed, it follows a multi-step process. Grievances are initially filed at Step One, which is the department chair or director level. If the grievance is not resolved, it moves to Step Two, which is the Dean of the School level. Step Three is arbitration by an outside arbitrator. (Note that some aspects of the Agreement are specifically excluded from the grievance/arbitration process).

## ARTICLE 7 | NON-DISCRIMINATION, HARASSMENT, AND ABUSE OR INTIMIDATION

This Article states that discrimination, harassment, or abusive treatment toward student workers are prohibited. It generally incorporates the provisions of the University’s Sexual and Gender-based Harassment Policy and Procedures (which are currently being revised). It gives the Union representation on the Title IX Advisory Committee.

In a related side letter, the University agreed to convene one or two University-wide Working Groups (with representatives from various constituencies, including the HGSU-UAW) to recommend University-wide policies and procedures to address:

1. Complaints about forms of prohibited *discrimination other than sexual and gender-based harassment*, and
2. Complaints about *abusive and/or intimidating conduct* that is not otherwise prohibited.

Finally, the Article contains various protections for gender identity; bathroom equity; prayer space; disability and reasonable accommodations, and pregnancy-related needs. It also requires the University to report annually to the Union about harassment and discrimination cases involving student workers.

#### ARTICLE 8 | ACADEMIC RETALIATION

This Article prohibits retaliation against a student worker in grades, academic assessments, or denial of academic opportunity, for exercising a right under the Agreement. Each School must develop its own procedures for handling claims of academic retaliation by July 1, 2021.

#### ARTICLE 9 | INTELLECTUAL PROPERTY, SCHOLARLY AND RESEARCH MISCONDUCT

This Article provides that student workers are covered by and subject to the University's policies and procedures on Intellectual Property and scholarly and research misconduct. The University must develop a "plain language" summary of the IP and research misconduct policy. Schools must develop local policies for handling IP-related disputes.

#### ARTICLE 10 | HEALTH AND SAFETY

This article provides that the University must provide student workers with a safe and healthy workplace, and with information on health and safety issues when they are working outside of University workspaces (including international locations). The University is also required to provide student workers with appropriate personal protection equipment, and with workspace evaluations on request. Student workers must receive notice if asbestos removal is happening in the workplace. The Article establishes periodic meetings (2x/year and more if needed) between the University and Union regarding health and safety issues.

#### ARTICLE 11 | TRAINING

This article provides that the University may establish mandatory training for student workers. Student workers may request additional training which will be considered in good faith.

#### ARTICLE 12 | EMPLOYMENT RECORDS

This Article establishes the right of student workers to see and copy their employment records. Student workers may request removal of inappropriate records. The University must notify students if negative information about them is included in their employment record, and must correct factual errors brought to its attention by the student worker.

### ARTICLE 13 | INTERNATIONAL STUDENT WORKER RIGHTS AND WORK AUTHORIZATION

This Article provides salaried student workers with five paid business days of leave per year in order to attend visa and immigration proceedings and related matters. The University also has certain responsibilities if a student worker is unable to return to the United States as a result of their immigration status, and if the University is no longer able to employ an international student due to their immigration status. Finally, the Article describes the role of the Harvard International Office (HIO) and commits HIO to provide certain resources to student workers.

### ARTICLE 14 | TAX ASSISTANCE

The Article applies to international students only. It notes that HIO currently offers resources to assist international student workers with their tax issues. The Article provides that for as long as such programs exist, HIO will continue to offer web-based tax software designed exclusively for international students, scholars, and their dependents who are non-residents for tax purposes

### ARTICLE 15 | WORKSPACE AND MATERIALS

The Article describes what must be provided to student workers in terms of equipment, materials, facilities and services to carry out their duties.

In a related side letter, the University agreed to work with the Union to explore where student workers could be provided with temporary private space for addressing personal issues during work time.

### ARTICLE 16 | WORKLOAD

Under this Article, the University will not require more than an average of 20 hours per week of effort over the appointment period for students in their roles as student workers. There is no cap on the number of hours that a student must put in to satisfy academic requirements. The Workload article also provides detail on work expectations for TFs and hourly student workers.

### ARTICLE 17 | MANAGEMENT RIGHTS

This Article describes all of the retained rights of the University unless modified by a specific provision elsewhere in the Agreement. It emphasizes that questions of academic judgment and decision-making shall remain in the University's sole discretion.

### ARTICLE 18 | UNION ACCESS AND RIGHTS

This Article gives the Union and its student and UAW representatives a variety of rights to University information, premises, and resources. This article also permits student workers to use their @harvard.edu email accounts for Union business (it does not require, for example, the University to give the Union access to send emails via University listservs).

## ARTICLE 19 | DISCIPLINE AND DISCHARGE

This Article provides that student workers shall not be disciplined, suspended, or discharged from employment without just cause, and provides procedures that must be followed prior to suspension or discharge as well as the role of the Union in the processing of any discipline cases.

## ARTICLE 20 | COMPENSATION

The Compensation Article establishes minimum compensation for each category of student worker position.

## ARTICLE 21 | HEALTH AND DENTAL INSURANCE

This Article creates three funds to help student workers with the cost of health and dental insurance:

- Student Worker Health Insurance Premium Support Fund in the amount of \$325,000 for FY21
- Dental Health Plan Support Fund in the amount of \$125,000 for FY21.
- Student Worker Support Fund in the amount of \$125,000 for FY21

## ARTICLE 22 | CHILD CARE FUND

This Article creates a fund to reimburse salaried bargaining unit members for child care expenses. The amount of the fund will be \$350,000 for FY21.

## ARTICLE 23 | FAMILY FRIENDLY BENEFITS

Under this Article, Ph.D. student workers will be eligible for access to Care.com at no cost for such membership and subject to relevant rates and procedures.

In addition, Ph.D. student workers will be eligible for the Parental Accommodation and Financial Support program which provides a one-time stipend of \$6831 for the birth or adoption of a child. During the accommodation period, students may request and receive unpaid time off from their duties up to 12 weeks.

## ARTICLE 24 | LEAVE PROVISIONS

The Leaves Article provides for both paid and unpaid time off, with benefits continuation, for these reasons: Sick Time; Family and Medical Leave; Bereavement leave; Civic duty time off; Military leave.

## ARTICLE 26 | PARKING AND TRANSIT

This Article provides student workers with certain parking, transit and bicycle privileges and benefits.

## ARTICLE 27 | TRAVEL

This Article provides that the University will pay preferred providers in advance for all authorized and approved lodging and transportation expenses, as well as conference registration fees, following appropriate notice from the student worker to the University. If expenses cannot be pre-paid because of the restrictions of a grant, the University shall pre-pay the expenses from another fund. Travel expenses other than those for lodging and transportation will be reimbursed after the trip.

## ARTICLE 28 | EMERGENCY GRANT

This Article creates an annual \$25,000 fund to assist student workers with a temporary hardship due to a significant emergency event.

## ARTICLE 29 | EMPLOYEE ASSISTANCE PROGRAM

This article enables salaried student workers, their spouses and dependents, and adult household members to participate in the University's Employee Assistance Program.

## ARTICLE 30 | UNION-MANAGEMENT COMMITTEE

The Article establishes a Union-Management Committee that will meet at least once each semester to discuss matters of concern to either or both sides, including the administration of this agreement and other related issues that are not the subject of an active grievance.

## ARTICLE 31 | UNION SECURITY

Even though the Union represents all student workers in the bargaining unit, it is up to each student whether they want to become a member of the Union and pay dues. If a student worker decides to join the Union and signs an appropriate authorization form, the University will deduct monthly Union dues and remit to the Union. Regardless of whether a student worker joins the Union, the Union still represents that individual student worker.

## ARTICLE 32 | NO STRIKE/NO LOCKOUT

The No-Strike Article provides that the Union, and its representatives, agents, and unit members will not call, condone, or engage in a strike, sympathy strike, slowdown, or withholding of grades or academic evaluations by student workers. Any unit member engaging in any conduct prohibited by this Article may be subject to disciplinary action in accordance with Article 19, Discipline and Discharge.

## ARTICLE 33 | SEVERABILITY

This Article provides that, if any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

## ARTICLE 34 | DURATION

The Agreement shall be in full force and effect from July 1, 2020 up to and including June 30, 2021 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing at least sixty (60) calendar days prior to the expiration of the Agreement.

## HOUSING SIDE LETTER

Effective with the fall semester 2020, student workers living in University-owned housing shall be able to pay rent without incurring fees.