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### **ARTICLE 1 RECOGNITION**

As reflected in the National Labor Relations Board Case 01-RC-186442, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, Harvard Graduate Students Union-UAW Local 5118 (HGSU-UAW Local 5118), as the exclusive bargaining representative for employees in the bargaining unit. The bargaining unit shall include all students enrolled in Harvard degree programs employed by Harvard University who provide instructional services at Harvard University, including graduate and undergraduate Teaching Fellows (teaching assistants, teaching fellows, course assistants) and all students enrolled in Harvard degree programs (other than undergraduate students at Harvard College) employed by Harvard University who serve as Research Assistants (regardless of funding sources, including those compensated through Training Grants). This bargaining unit includes students employed by Harvard University and enrolled in the Harvard Graduate School of Arts and Sciences, Harvard Business School, the Division of Continuing Education, Harvard Graduate School of Design, Harvard Graduate School of Education, the Harvard John A. Paulson School of Engineering and Applied Sciences, the John F. Kennedy School of Government at Harvard University, Harvard Law School, Harvard Divinity School, Harvard Medical School, the Harvard T.H. Chan School of Public Health, and Harvard College. Excluded: All undergraduate students serving as research assistants and all other employees, guards and supervisors as defined in the Act.

**ARTICLE 2  
TITLES AND CLASSIFICATIONS**

**Section 1.** As of the effective date of this Agreement, all Student Workers (SW) performing duties below shall be placed into titles and pay classifications based on the nature of duties and eligibility as follows:

**Salary/Stipended Positions**

<u>Title</u>	<u>Pay Classification</u>	<u>Pay Code</u>	<u>Duties</u>	<u>Eligibility</u>
Research Assistant 1	Article 20, Sections 2.A and 2.H	TBD	Performs research (including scientific rotations) under the supervision of faculty/principal investigator/museum curator	Harvard enrolled graduate students.
Research Assistant 2	Article 20, Section 2.B and 2.H	TBD	Research Assistant 1 with a teaching position (research duties adjusted accordingly).	Harvard enrolled graduate students.
Teaching Fellow 1	Article 20, Section 2.C	TBD	Provides instructional services which may include teaching, grading, coaching and/or other academic support services.	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Teaching Fellow 2	Article 20, Section 2.C	TBD	Head TF is a Teaching Fellow 1 who in addition leads other TFs	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Pedagogical Fellow	Article 20, Section 2.C	TBD	Provides instructional services including but not limited to consulting with TFs, leading pedagogy seminars and workshops and developing resources/providing pedagogical support and guidance on teaching and professional development (currently based at the Bok Center)	Harvard enrolled graduate students. Prior Teaching Fellow experience.

Instructional Fellow	Article 20, Section 2.C	TBD	Leads course and is sole instructor/lecturer teaching outside of DCE.	Harvard enrolled graduate student.
Course Assistant 1	Article 20, Section 2. C	TBD	Performs instructional support not including classroom or lab section time	Harvard enrolled undergraduate students.
Course Assistant 2	Article 20, Section 2. C	TBD	Performs instructional support, plus classroom or lab section time.	Harvard enrolled undergraduate students

## Hourly Positions

<u>Title</u>	<u>Pay Classification</u>	<u>Pay Code</u>	<u>Duties</u>	<u>Eligibility</u>
Hourly Research Assistant	Article 20, Sections 3.A and 3.C	TBD	Performs research under faculty/principal investigator supervision	Harvard enrolled graduate students.
Hourly Teaching Fellow	Article 20, Sections 3.A and 3. B	TBD	Provides instructional services including but not limited to teaching, grading, and/or other academic support services.	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Hourly Course Assistant 1	Article 20, Sections 3.A and 3. B	TBD	Performs instructional support, not including classroom or lab section time	Harvard enrolled undergraduate students
Hourly Course Assistant 2	Article 20, Sections 3.A and 3. B	TBD	Hourly CA 1 plus classroom or lab section time.	Harvard enrolled undergraduate students

## Division of Continuing Education Positions

<u>Title</u>	<u>Pay Classification</u>	<u>Pay Code</u>	<u>Duties</u>	<u>Eligibility</u>
DCE Lecturer/ Instructor	Article 20, Section 2.E	TBD	Leads course and is sole lecturer/instructor at DCE.	Harvard enrolled graduate and undergraduate students.
DCE Teaching Fellow	Article 20, Section 2.E	TBD	Provides instructional services which may include teaching, grading, and/or other academic support services at DCE.	Harvard enrolled graduate and undergraduate students.
DCE Head Teaching Fellow	Article 20, Section 2. E	TBD	Coordinates Teaching Fellows, performs administrative instructional support; does not include teaching sections. Head Teaching Fellow may also hold a Teaching Fellow Position.	Harvard enrolled graduate and undergraduate students.
DCE Course Assistant	Article 20, Section 2.E	TBD	Performs instructional support at DCE.	Harvard enrolled graduate and undergraduate students.

**Section 2.** In courses that do not have a Head TF, faculty may designate a Teaching Fellow 1 with additional administrative duties. Such designation will come with additional compensation.

**Section 3.** The University shall appoint the SW to the highest title and pay classification for which they are qualified based on the duties of their appointment and their eligibility. If the SW's duties change during their appointment the University may move a SW to a title with a higher pay classification. A SW may request to be moved to a lower pay classification.

**Section 4.** No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

**Section 5. Definitions:**

Rotation - Most commonly found in programs within the natural sciences, a rotation is a period of time, commonly shorter than a semester, in which a Ph. D student conducts research within an individual faculty member's research group. Within an academic year a student would perform multiple rotations within different faculty lab groups, most commonly within the student's academic program. The intent of a rotation is to assist the student and potential faculty advisor determine if the lab/research group is best suited to the student's doctoral research.

**Section 6.** It is not the intent of this article to convert previously salaried/stipended positions to hourly positions. Such modifications shall not be made unless agreed to by both parties.

**ARTICLE 3  
EMPLOYMENT APPOINTMENT LETTER**

**Section 1.** Prior to the start of the appointment, the University shall provide an employment appointment letter to salaried SWs, sent via email to the SW's email address. This letter shall be sent within a reasonable period of time in advance of the appointment starting date, preferably no later than 60 (sixty) days prior to the commencement of employment, recognizing that some departments and units may not be in a position to send such a letter that early due to uncertain enrollments or funding or other legitimate reasons. In such cases, the department or unit will send out the letter as soon as reasonable.

SWs employed on an hourly basis will receive an employment appointment letter prior to the commencement of their work or as soon thereafter as is reasonable under the circumstances.

**Section 2.** The letter of employment appointment shall include the following information:

- A. Employment appointment title(s).
- B. Effective starting date of the employment appointment and, if known, the termination date for the appointment.
- C. The Employment unit contact and the faculty member(s) or the supervisor(s) to whom the SW will report.
- D. For teaching appointments, the name of the course; the approximate number of students for which the SW will be responsible; a description of the required duties, including: leading sections, holding office hours, grading assignments, attending lectures, etc. If known at the time of the employment appointment letter, any scheduled meetings or trainings.
- E. For all other employment appointments, a brief description of required duties; including required meetings and trainings; and procedures for evaluation, if any.
- F. Work location (i.e. which campus and, if known, building and room).

- G. Expected work schedule, including course meeting times and locations, if applicable. The parties recognize schedules and locations may change prior to the start of the semester or term. Where applicable for hourly SWs, any cap on the number of hours.
- H. Pay classification as described in Article 2, Titles and Classifications.
- I. Amount of compensation or hourly pay rate.
- J. Benefits related to this employment appointment, if different from those described elsewhere in this contract.
- K. Response requirements, if any.
- L. A statement that the position is covered by this collective bargaining agreement.
- M. Union mailing address, phone number, and website address.

If any of this information is not known at the time of notification, the SW will be informed as soon as is reasonable under the circumstances.

**Section 3.** All employment appointment letters will include a FERPA Communication and FERPA Release Form as set forth in Article 18, Union Access and Rights.

#### **ARTICLE 4 EMPLOYMENT APPOINTMENT SECURITY**

**Section 1.** For teaching appointments outside the guaranteed admissions offer period, if a Teaching Fellow's assigned course or section is cancelled due to insufficient enrollment or any other reason after the formal acceptance of a written employment appointment pursuant to Article 3, Employment Appointment Letter, the department or unit shall notify the Teaching Fellow as soon as practicable. In such cases, the Teaching Fellow shall be offered an available alternative section that the Teaching Fellow is qualified to teach and that has not been assigned to another Teaching Fellow or other individual. However, if no other course assignment can be made and the course or section is finally cancelled, the Teaching Fellow shall be paid 20% of the compensation they would have received had the course or section not been canceled.

**Section 2.** If a Research Assistant I or II has their appointment end during their employment appointment period through no fault of the SW, such as may be caused in some circumstances by the unexpected departure of the faculty member to whom the SW is assigned, the University will work with the SW and endeavor to find work for the remainder of the 10 or 12 month appointment. Such replacement work is not guaranteed, however.

#### **ARTICLE 5 JOB POSTING**

**Section 1.** Certain positions that would be in the bargaining unit if filled by a Harvard student are filled in the following manner:

- A. To fulfill a commitment of support made to a Harvard student at the time of admission; or

- B. As part of an existing or past teaching, research, or advisor/advisee relationship between a faculty member and a candidate for a position.

In cases where such positions are not filled in the aforementioned manner they will be considered “open positions” and the University encourages, but does not require, employing units to post open positions on the central website described below. Nothing in this article prohibits an employing unit from advertising an open position in a location other than the common central website. The University encourages, but does not require, employing units to hire Harvard students over other candidates.

**Section 2.** Within a reasonable amount of time which shall not exceed one (1) year after the effective date of this Agreement, absent extraordinary circumstances, the University agrees to develop a common central website to host open positions as defined above. The University will issue periodic notices to employing units informing them of the website location and posting process.

**Section 3.** When posting an open position, the employing unit will specify whether the posting will be open for a specified period of time (e.g., 14 calendar days) or an unspecified period of time (e.g., until filled).

**Section 4.** Postings should provide the following information regarding the open position:

- A. Position title and classification [per Article 2, Titles and Classifications]
- B. Starting date of the position and, if known, the termination date for the position;
- C. Supervisor and/or supervisory unit;
- D. The assigned course or lab assignment where applicable;
- E. Brief description of the required duties;
- F. Basic and preferred qualifications;
- G. Work location (Cambridge campus, Longwood campus, or other location);
- H. Expected pay rate or range;
- I. Expected pay frequency;
- J. Expected work schedule;
- K. A statement that the position is covered by this collective bargaining agreement if filled by a Harvard student;
- L. Information about how to apply for the position;
- M. Deadline for applying;
- N. Statement on non-discrimination.

## **ARTICLE 6 GRIEVANCE AND ARBITRATION**

**Section 1.** A SW, a group of SWs, or the Union who have a complaint may process a grievance in accordance with the procedure outlined in this Article. A grievance is any dispute concerning the interpretation, the application, or claimed violation(s) of a specific provision(s) of this Agreement.



## **Section 2. Initial Oral Discussion**

- A. In order to facilitate a timely resolution on a SW, group of SWs, or the Union's complaint(s), the SW, group of SWs, or the Union are encouraged, but not required, to discuss the problems with the immediate supervisor or faculty member to whom they report. The SW or group of SWs shall have the right to union representation for such informal discussions as well as throughout any formal grievance procedure steps.

The parties are encouraged to attempt to resolve the problems informally but if they are unable or choose not to do so, a SW, group of SWs or the Union may file a grievance under Section 4 below. The timeline set forth in Section 3 for filing a grievance is not tolled by any informal discussions that may have taken place under this section.

- B. Mutual resolutions of the complaint at the initial oral discussion shall be in writing, and although final, shall not be precedential nor inconsistent with this Agreement.

**Section 3.** Any formal grievance must be filed at Step One of this Article within thirty (30) business days after the event, or after the grievant should have become aware of the event, giving rise to the grievance. A SW who is required by their employment or by their academic duties to be temporarily away from the Harvard campus may file their grievance within thirty (30) business days following their return to campus.

## **Section 4. Grievance Process**

### Step 1.

- A. The Step 1 grievance shall be in writing and state pertinent facts of the case as clearly and concisely as possible, the provision(s) of the Agreement alleged to have been violated; and a statement of the desired outcome. This written grievance shall be submitted to the appropriate department chair or comparable director in units with no department chair for resolution in accordance with this Article. If a SW or group of SWs files the grievance without the Union, the University will notify the Union of such filing.
- B. Within five (5) business days of receipt of the Step 1 grievance, the department chair, director or designee shall meet with the grievant(s) and the Union representative where the grievance will be presented in an effort to resolve the grievance.
- C. The department chair, director or designee shall have five (5) business days to provide a written response to the grievance.
- D. Mutual resolutions of the grievance at Step 1, although final, shall not be precedential. If the mutual resolution is between a SW or group of SWs without the Union being involved, then such resolution shall also not be inconsistent with this Agreement.

- E. If the grievance is against the Department Chair, or comparable director in units with no department chair, Step 1 may be filed with the relevant Dean or designee.

## Step 2

- A. In the event the response to the Step 1 Grievance is unsatisfactory, the Union may appeal the grievance to the Dean of the School or designee within ten (10) business days of receiving the written response. The Dean or designee shall conduct a meeting to resolve the dispute within ten (10) business days of the receipt of the grievance. However, if the grievance is filed at Step 1 to the Dean or designee per paragraph E, the Union may appeal the grievance to the Provost.
- B. The Dean or designee or Provost or designee shall provide the Union with a written response within ten (10) business days of the meeting.

## Step 3. Arbitration

- A. A grievance not resolved at Step 2 may be appealed to arbitration by the Union provided the Union gives written notice to the University within thirty (30) business days of the Step 2 denial by the Dean or designee or Provost or designee. Only the Union may process a grievance to arbitration. The Union will request a list from the American Arbitration Association or the Labor Relations Connection within fifteen (15) business days from its notice of appeal to the University and selection shall be made in accordance with the voluntary labor arbitration rules of that body.
- B. Arbitration will be conducted in accordance with the rules of the American Arbitration Association or the Labor Relations Connection.
- C. Each party shall bear the expense of preparing and presenting its own case. The compensation, fees, and expenses of the Arbitrator shall be borne equally by the Union and the University. If the parties agree to have the hearing transcribed, the parties will share equally in the cost of the transcription.
- D. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
- E. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University on matters reserved to the University's discretion as per Article 17 (Management Rights) unless those actions are restricted by other terms of this Agreement.
- F. The decision of the arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

- G. The arbitrator shall render a decision on the grievance within 30 calendar days of the close of the hearing, or the filing of briefs, whichever is later.

**Section 5: Time Limits**

- A. Absent extraordinary circumstances, failure by the SW, group of SWs or the Union to comply with the time limitations of this Article at any of the Steps, including the initial filing of the grievance, shall constitute a forfeiture of the right to pursue the grievance and shall preclude any further processing of the grievance.
- B. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each Step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.
- C. Failure by the University at any Step to communicate its response within the specified time limits shall permit the Union to proceed to the next Step.
- D. All time limits herein may be extended by mutual agreement expressed in writing.

**Section 6.** The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the Arbitrator.

**Section 7.** Unless otherwise stated in writing by the University and Union, any mutual resolution of grievances at any step shall not be precedential nor inconsistent with this Agreement.

**ARTICLE 7  
NON-DISCRIMINATION, HARASSMENT, AND ABUSE OR INTIMIDATION**

**Section 1. Prohibition of Discrimination, Harassment and Abusive or Intimidating Behavior**

- A. Harvard University provides equal opportunity in employment for all qualified persons and shall not discriminate against any SW on the basis of race, color, religion, creed, sex, sexual orientation, marital status, parental status, pregnancy and pregnancy-related condition, gender identity, genetic information, national origin, ancestry, age, veteran status, military service, physical or mental disability, political beliefs, union activity or membership, or membership in other protected status under Massachusetts, federal or local law, or any University Policy.
- B. The University shall not tolerate abusive or intimidating behavior by individuals who hold supervisory authority over SWs.

## **Section 2. Definitions of Sexual and Gender-Based Harassment and Abusive or Intimidating Behavior**

### **A. Sexual and Gender-Based Harassment**

Consistent with the University's policies on sexual and gender-based harassment and/or discrimination for students, faculty, staff and other Harvard appointees, Harvard University is committed to maintaining a safe and healthy educational and work environment in which no member of the University community is, on the basis of sex, sexual orientation, or gender identity, excluded from participation in, denied the benefits of, or subjected to discrimination in any University program or activity. Gender-based and sexual harassment, including sexual violence, are forms of sex discrimination in that they deny or limit an individual's ability to participate in or benefit from University programs or activities.

1. Sexual harassment is unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, graphic, or physical conduct of a sexual nature, when: (1) submission to, or rejection of, such conduct is made either explicitly or implicitly a condition of an individual's employment or academic standing or is used as the basis for employment decisions or for academic evaluation, grades, or advancement (*quid pro quo*); or (2) such conduct interferes with or limits a person's ability to participate in, or benefit from, the University's education or work programs or activities (*hostile environment*). A hostile environment can be created by persistent or pervasive conduct or by a single severe episode.

*Quid pro quo* sexual harassment can occur whether a person resists and suffers the threatened harm, or the person submits and avoids the threatened harm. Both situations could constitute discrimination on the basis of sex.

2. Gender-based harassment is verbal, nonverbal, graphic, or physical aggression, intimidation, or hostile conduct based on sex, sex-stereotyping, sexual orientation or gender identity, but not involving conduct of a sexual nature, when such conduct is sufficiently severe, persistent, or pervasive that it interferes with or limits a person's ability to participate in or benefit from the University's education or work programs or activities. For example, persistent disparagement of a person based on a perceived lack of stereotypical masculinity or femininity or exclusion from an activity based on sexual orientation or gender identity also may violate this Policy.

**B.** Abusive or intimidating behavior (power-based harassment) by individuals who hold supervisory authority over SWs, when such conduct interferes with or limits a person's ability to participate in, or benefit from their employment at the University is prohibited.

It is the intent of the University to establish University-wide policies and procedures to deal with abusive behavior and to form a Working Group to define such behavior in more

detail and establish policies and procedures to address such misconduct and the handling of complaints over such misconduct.

**Section 3. Sexual and Gender-Based Harassment Training.**

- A. It is the policy of the University to provide educational, preventative and training programs regarding sexual or gender-based harassment; to encourage reporting of incidents; to prevent incidents of sexual and gender-based harassment from denying or limiting an individual's ability to participate in or benefit from the University's programs or activities; to make available timely services for those who have been affected by discrimination; and to provide prompt and equitable methods of investigation and resolution to stop discrimination, remedy any harm, and prevent its recurrence.
- B. Consistent with current policy, all faculty, staff and students are required to take on-line training in sexual and gender-based harassment as determined by the University. The content and delivery of the training is reserved to and determined by the University. However, the Union is free at any time to offer suggestions on how such training can be improved.

**Section 4. Right to notice and representation**

- A. SWs are free to have a Union representative accompany them in preliminary discussions about possible incidents of harassment and discrimination if they so choose.
- B. SWs have the right to be accompanied by a Union representative at any and all steps of the formal complaint procedures regarding any complaints of any type of alleged discrimination or harassment under Section 1 of this Article.
- C. The University shall notify any SW complainant in a University complaint procedure that the Office of Dispute Resolution (or any similar University office that might conduct investigations) has an investigatory role and, as such, does not represent the SW.
- D. The University shall also provide any SW complainant in a University Complaint procedure with a letter from the Union, incorporated herein as Appendix A, outlining the various avenues of recourse, right to Union representation and contact information for the union.
- E. The University will report to the Union, once a year, summaries of violations of the non-discrimination and harassment policy involving SWs, the department or the school of the complainant and the respondent, and the academic year in which the report was made.

## Section 5. Recourse

### A. Processes

1. A SW's complaint of discrimination based on union activity or membership shall be handled through the Grievance and Arbitration Procedure in Article 6 of this Agreement. A grievance alleging such discrimination based on union membership or activity may not include additional allegations of other forms of discrimination or abusive behavior as defined under this Article.
2. All other SW complaints regarding discrimination or harassment in employment under this Article, as well as complaints regarding abusive or intimidating behavior that does not violate a discrimination policy will be processed in accordance with the internal policies and procedures developed by the University or the individual schools. Such claims under Section 1 and 2 of this Article shall not be processed under Article 6, Grievance and Arbitration.
3. Under no circumstances should a SW in any of the Schools of the University be pressured by Title IX Coordinators or staff or any other University officials to accept informal resolution of their complaint or interim measures, in place of filing a formal complaint. SWs are free to file a formal complaint at any time if they so choose.
4. A SW also may contact the US Department of Education's Office for Civil Rights (OCR) or any state or federal agency that has jurisdiction over claims of discrimination.

### B. Internal University processes:

#### 1. Sexual and Gender-Based Harassment

- a. Complaints by SWs regarding sexual and gender-based harassment in employment shall be processed in accordance with the University's Sexual and Gender-Based Harassment Policy dated February 10, 2017 and other applicable University policies and related procedures, all of which may be amended from time to time by the University. That policy also provides definitions for terms such as Sexual Harassment, Unwelcome Conduct and Gender-Based Harassment.
- b. The University encourages any SW to contact one of the School or Unit Title IX Coordinators, or the University Title IX Office or ODR staff about any incidents of possible sexual or gender-based harassment and to learn about the options that are available to the SW if they wish to pursue that matter. Members of the bargaining unit are also free to have a Union representative accompany them in such discussions if they so choose.

- c. SWs may file formal complaints or seek informal resolution of violations of the University's policies on sexual and gender-based harassment and/or discrimination. There is no time limit for the filing of such a complaint under University policies or procedures. However, SWs are encouraged to file complaints as soon as reasonably possible.
- d. Both the respondent and the complainant may appeal any final decision of the Investigative Team to the Title IX Officer or designee who will in turn address the appeal to a standing committee of faculty and administrators. All members of the standing committee receive training from the Director of the Office of Dispute Resolution or designee, including training on the nature of sexual or gender-based harassment and all relevant Title IX policies and procedures as well as the appeals process.

Impartial and unbiased panels of three members shall be drawn in each case from the standing committee.

Potential appeals panel members are provided with the names and affiliations of the individuals in the appeal and are asked to review to determine whether they have a potential conflict of interest. If so, they are removed from consideration for the appeals panel, and another member of the standing committee is selected for consideration. If there are any questions regarding conflicts of interest, the Office of General Counsel is engaged to help in a determination.

Both the complainant and respondent will be notified as to who will sit on the appeals panel. If a complainant or respondent believes that a particular member of the proposed appeals panel has a conflict of interest and cannot fairly sit upon the panel, such objection should be raised with the Title IX Officer or designee and such objection will be considered in good faith. If the proposed panel member is removed, another member of the standing committee will be selected in their place.

Grounds for appeal shall be:

1. A procedural error occurred, which may change the outcome of the decision; or
2. The appellant has substantive and relevant new information that was not available at the time of the investigation and that may change the outcome of the decision.

The decision of the Appeals Panel shall be the final decision.

#### C. Other forms of discrimination and abusive or intimidating behavior

1. Complaints by SWs regarding other forms of discrimination in employment besides sexual and gender-based harassment and union discrimination should be directed to

the Dean of Students or their designee and will be investigated in accordance with any School policies and procedures.

2. Complaints by SWs regarding other forms of abusive or intimidating behavior in employment should be directed to the Dean of Students or their designee and will be investigated in accordance with any School policies and procedures.
- D. Nothing in this Article shall preclude an individual School from establishing or following local procedures crafted to address sexual and gender-based harassment, discrimination and abusive or intimidating behavior.
- E. Interim measures. During the processing of complaints of any harassment and/or discrimination defined in Section 1, the University shall promptly provide, as appropriate, interim measures to individuals involved in a formal complaint or informal report. Possible interim measures may include, but not be limited to: no-contact orders; change to a different workstation or schedule for the SW; leave time; suspension of respondent without loss of pay while investigating the complaint; change of supervisor, unit, department, or position appropriate for the SW, provided that the change is voluntary and equitable; provision for medical services; provision for escort services. None of these measures shall result in loss of pay for the complainant, or for the respondent (if the respondent is a SW), except if a complainant or respondent chooses to take voluntary leave of absence and such leave is approved, that leave will be unpaid.
- F. Non-Retaliation. Filing a complaint in good faith of sexual and gender-based harassment and/or discrimination, other forms of discrimination, or abusive or intimidating behavior or cooperating in an investigation shall be a protected activity. Retaliatory actions against any SW for initiating or otherwise participating in such protected activities shall be expressly forbidden.
- Retaliation against an individual for raising an allegation, for cooperating in an investigation of such a complaint, or for opposing discriminatory practices is prohibited.
- Knowingly or deliberately providing false or misleading information in any investigation is also prohibited.
- G. Discipline. Sanctions for any respondent found to have violated policy shall be handled in accordance with the appropriate disciplinary procedures of the School or unit depending on whether the respondent is a student, faculty member, staff or other University appointee. Disagreement with the severity of any imposed sanction cannot be raised or contested in any way by the complainant.
- H. It is understood that the determination of appropriate penalties for SWs, faculty, staff or other University appointees of the University found to have engaged in prohibited conduct under this Article or related policies is handled at the School level and in accordance with School policies and procedures. A SW who is disciplined for engaging in conduct prohibited under this Article or related policies may grieve the level of



discipline imposed but neither the SW nor the Union may dispute the factual findings in the investigatory report.

**Section 6. Pregnancy and Lactation.** The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation) unless to do so would impose an undue hardship on the University. Examples of such accommodations include, but are not limited to, a modified work schedule; more frequent restroom, food, or water breaks; providing equipment for seating; limits on lifting; more frequent or longer paid or unpaid breaks; time off, with or without pay, to attend to a pregnancy-related complication; private non-bathroom space for expressing breast milk; and assistance with manual labor. No such accommodations can result in decreased pay or benefits for the SW.

The University provides many lactation rooms across the University. Any nursing SW or their spouses/partners who are breastfeeding can register to use a Harvard lactation room. Locations of such lactation rooms can be found on the HARVie website.

**Section 7. Bathroom Equity.** The University will work with local facilities management to label existing gender-neutral bathrooms in office, classroom and lab buildings. Gender-neutral bathrooms shall be posted on a central website within three months of the ratification of this Agreement. The University will not prevent SWs from using a workplace bathroom appropriate to the SW's gender identity.

**Section 8. Gender Identity.** The University shall respect the SW's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Upon request from the SW, the University will work to update aspects of a SW's employment record to reflect a change in name or gender.

**Section 9. Disability.** Upon request from a SW with a disability, the University shall engage in an interactive process and will provide reasonable accommodation to enable the SW to perform the essential functions of their job, consistent with state, federal and local law as well as the University's policies.

**Section 10. Prayer Space.** The University shall post the location and hours of all known prayer spaces on campus on a central website within three months of the ratification of this Agreement.

**Section 11. Medical Confidentiality.** In accordance with the requirements of HIPAA and FERPA, the University shall respect the highly confidential status of all SWs' medical records maintained by the University, including those that contain information about their transgender status (such as the sex they were assigned at birth).

## **ARTICLE 8 ACADEMIC RETALIATION**

**Section 1.** The parties recognize that it is conceivable that retaliation against a SW for exercising a right under this Agreement takes an academic form and is prohibited in the strongest terms.

Academic retaliation can target grades, academic assessments, or the denial of some academic opportunity. Claims of academic retaliation may not be processed through the standard grievance and arbitration provisions of this Agreement.

**Section 2.** Accordingly, a SW with such a claim may instead pursue such matters through internal school policies and procedures, or, in the absence of any such policies or procedures, through a direct discussion with the Dean of the School. The University will ensure that within one year of ratification of this Agreement, each School has such a local policy and procedure in place for handling such matters and that the Union will be provided with a copy of such policy.

**Section 3.** The SW shall have the right to a HGSU-UAW student representative or UAW representative at any and all steps of the handling of such matters.

**Section 4.** It is understood that SWs may also have access to certain government agencies, both state and federal, and can file claims with those agencies regarding such claims.

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

**Section 1.** SWs are covered by and subject to the University's policies and procedures on Intellectual Property and Scholarly and Research Misconduct, as may be amended from time to time. Issues and disputes arising under such policies are not subject to the Grievance and Arbitration provisions of this Agreement. Complaints regarding intellectual property and research and integrity are processed in accordance with University policies and related procedures, which may be amended from time to time by the University. SWs shall be entitled to Union representation during any investigation of a misconduct allegation.

**Section 2.** The University shall not engage in any form of retaliation against a SW who engages in any good faith effort to assert rights under the Intellectual Property policy or who otherwise participates in any investigation into alleged scholarly misconduct by other faculty, students or University appointees.

**Section 3.** The University will promptly provide the Union with a copy of any future changes to the University's Statement of Policy in Regard to Intellectual Property and any University-wide Research Integrity/Misconduct policies.

The University will ensure that within one year of ratification of this Agreement, each School has such a local policy in place for handling such matters and that the Union is provided with a copy of such policy.

**Section 4.** Within 90 days of ratification, the University will create a reasonable "plain-language" summary of the University's "Statement of Policy in Regard to Intellectual Property" and any University-wide and School-wide Research Integrity/Misconduct policies for

distribution to SWs. Any such summary shall only be for general guidance and shall not serve as a substitute for the actual Policy itself; in all cases, the language of the Policy itself will govern.

## **ARTICLE 10 HEALTH AND SAFETY**

**Section 1.** SWs will be provided with a safe University workspace and will not be required to work in conditions that pose an unnecessary threat to their health and safety. Towards that end, the University has policies in place to provide such a safe workplace; will maintain such policies during the life of this Agreement; and may improve such policies at its discretion. The University shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure SW health and safety. Such reasonable steps shall include but not be limited to providing training in the safe and proper use of equipment necessary for the work.

**Section 2.** If a SW works outside of University workspaces, prior to the beginning of the assignment the University shall:

A. Provide the SWs with information about Global Support Services, if SWs have work that takes them outside the United States. SWs should consult with the University's Global Support Services prior to undertaking such work for information and advice about risks and safety.

B. Provide SWs performing field work in the United States information relevant to the safe performance of such work.

C. Make SWs aware of all available resources they may need for the successful completion of the work assignment.

**Section 3.** Adequate first aid equipment will be provided in appropriate locations. The University shall provide first aid information and training at no cost for all SWs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

**Section 4.** The University shall supply and maintain all equipment, tools, materials, and personal protective equipment (PPE) to SWs needed to carry out job duties safely, including but not limited to protective safety glasses as may be required by applicable occupational safety regulations, University policy, or Standard Operating Procedures. The health and safety committee referenced in Section 8 may also make recommendations related to the supply and maintenance of all equipment, tools, materials, and personal protective equipment (PPE) for SWs. Such recommendations shall be considered by the University taking into account relevant factors, including cost, and shall not be unreasonably denied.

A SW may request prescription safety glasses from their supervisor, who shall consider such a request in good faith and decide whether or not to grant the request taking into account relevant factors including cost.

**Section 5.** For a SW with a disability as defined by the Americans with Disabilities Act, the University will provide reasonable accommodations that do not pose an undue hardship to the University.

**Section 6.** Workplace and Workstation Evaluations shall be provided by the University upon the request of either a SW, a group of SWs or a supervisor who believes that the nature of the work or workplace is exposing the SW(s) to health-related problems. Such evaluations should involve experts such as occupational hygienists, occupational physicians, occupational health and safety professionals and/or environmental health and safety professionals, who shall make recommendations to the University to eliminate the problem or the risk of the health-related problem(s). The University shall make reasonable efforts to implement the recommendations. The University will also make reasonable effort to incorporate currently accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

**Section 7.** Consistent with University procedures, the University will provide advance notice to affected SWs and other University building occupants for asbestos removal project(s) in their immediate work area.

**Section 8.** The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. The University and the Union agree that, at least twice per contract year and additionally if mutually agreeable or if a health and safety issue is identified by a SW, an equal number of representatives of the Union and University will meet at a mutually agreeable time and place to discuss matters relating to health and safety of SWs in the workplace. Union representatives shall not suffer any loss of compensation to attend such meetings.

**Section 9.** In cases of injury to a SW while at work, the SW shall assist their Supervisor to file an Incident Report as soon as possible in accordance with University procedures. The SW shall file a Worker's Compensation claim in accordance with University procedures and state law. The determination of Worker's Compensation will be made via the University third-party workers comp administrator.

**Section 10.** SWs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, using appropriate health and safety equipment provided by the University in accordance with standard operating procedures. Should a SW become aware of conditions they believe to be unhealthy or dangerous to their health and safety, the SW shall report the condition immediately to the supervisor or the Harvard Environmental Health and Safety Department who shall take corrective action. In cases where there is an imminent danger to the SW, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any SW for such reporting.

## **ARTICLE 11 TRAINING**

**Section 1.** The University shall provide any training that it determines necessary in order for the SW to fulfill their work duties at no cost to the SW. All such training shall be considered mandatory and shall be considered part of the required workload of the SW.

**Section 2.** If a SW identifies additional training that can enhance their work, they may propose such training to the University for good-faith consideration. If approved, such trainings will be at no cost to the SW and shall be considered part of the required workload of the SW.

**Section 3.** The University will determine the content and delivery of the trainings. The Union-Management committee may make recommendations to the University to address training concerns brought to its attention by SWs or regarding the content and delivery of training related to workplace conditions. The University will give such recommendations good-faith consideration.

**Section 4.** The University shall notify all SWs of training and orientation required as part of their appointment notification or as soon as practicable once such new or additional training is set.

## **ARTICLE 12 EMPLOYMENT RECORDS**

**Section 1.** Employment records shall include records documenting a SW's employment, such as appointment letters, payroll records, disciplinary action, and Q and other work evaluations or their equivalent. A SW's coursework or academic progress or other academic records shall not be considered employment records.

**Section 2.** Upon request, SWs and the Union shall be notified as to the location(s) of the employment records of the SWs.

**Section 3.** SWs shall have the right to examine and copy all employment records. The University shall make such records available within a reasonable time, but no later than five (5) business days after a SW's request to review such records.

**Section 4.** SWs shall have the right to request removal or correction of any factually incorrect material from their employment record. The University shall correct any such factual errors or shall remove the factually incorrect material within seven (7) business days of the SW's request.

SWs shall also have the right to request in writing removal of inappropriate material from their employment record which will include an explanation as to why it should be removed. The University shall consider such a request, but shall not be obligated to remove such a document. SWs shall be notified of the University's decision and if it is a denial, the University shall include in the notice a written statement explaining the reason(s) for such denial.

SWs shall have the right to attach a statement in response to any employment record. The statement shall be included when the employment record is transmitted to a third party so long as the original material that was the subject of the statement remains in the SW's employment record.

**Section 5.** Grievance documents and related materials involving a SW shall not be considered employment records. No reference to any grievances shall be placed in an individual's employment record.

**Section 6.** SWs shall be notified within seven (7) business days of any information to the extent that the information is, has been used or may be used, to negatively affect the SW's qualification for employment, promotion, transfer, additional compensation or the possibility that the SW will be subject to disciplinary action. However, such information shall not include course work or academic progress or other academic records.

**Section 7.** All employment records shall remain confidential. Neither the University nor the Union shall make any material public without the SW's written consent, unless due to subpoenas or other legal process.

**Section 8.** Rights established in this article are conferred on SWs and former SWs regardless of current employment status. Former SWs shall have the right to file a grievance alleging violation of this article pursuant to Article 6, Grievance and Arbitration, within the timeframe set forth in the Grievance and Arbitration article. The University shall be obligated to keep employment records for a period of time consistent with the University's General Records Schedule.

## **ARTICLE 13**

### **INTERNATIONAL STUDENT WORKER RIGHTS AND WORK AUTHORIZATION**

**Section 1.** While the University does not offer legal advice to SWs, Harvard International Office can advise a SW generally on visa issues as they relate to the academic and/or employment relationship with the University. HIO shall maintain a list of attorneys and agencies for referral if a SW has a complex immigration issue or if the SW is in need of immigration advice that is not related to the SW's academic and/or employment relationship with the University. Legal fees if the SW retains such an attorney would be borne by the SW.

Additionally, HIO shall invite immigration attorneys to visit campus (Cambridge and Longwood) once each semester to discuss H visas and green cards. The University agrees to take reasonable efforts to record any such presentation for additional viewing and/or, in its sole discretion, make available live streaming, provided that the immigration attorney(s) consent(s) to such recording.

**Section 2.** Immigration Leave. Salaried SWs shall have a right to five (5) paid business days of leave per year in order to attend visa and immigration proceedings and any other related matters for the SW and the SW's family as defined in Section 2 of Article 24, Leave Provisions. A SW on an hourly basis may also be absent for the same purposes but without pay.

**Section 3.** In cases where a SW is unable to return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (*e.g.*, administrative processing), the University shall undertake reasonable efforts to arrange for the SW to perform their duties outside the U.S. until such time as either the SW can no longer work effectively by remote or is not making sufficient academic progress to maintain student (and thus SW) status. Any determination regarding such academic progress is not grievable. Additionally, permission to work remotely shall be reviewed every two weeks, at which time a SW must obtain reauthorization for an additional two weeks.

**Section 4.** If the University is not able to lawfully employ or continue to employ a SW as a result of the SW's immigration status, the University agrees to meet with the Union and the SW to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the SW as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a SW. Such timing of re-employment shall depend on several academic factors, which are not grievable, including the academic calendar. The timing of re-employment may also depend on other factors such as the availability of lab space and research funding.

**Section 5.** Issues surrounding immigration and visa status that may affect SWs can be appropriate topics for the Union-Management Committee. In addition, to assure effective support services, foster good communications and better understanding between the University and its international graduate employees, the University shall convene two meetings yearly between the University and the Union that will include staff from the HIO.

**Section 6.** Within three (3) months of the ratification of this Agreement, the University shall establish a University-wide Working Group with representatives from various constituencies, including the HGSU-UAW, to evaluate English-language needs of SWs, and the availability and the effectiveness of resources currently available such as the English Language Program, the Center for Writing and Communicating Ideas, and the Professional Communication Program for International Teachers and Scholars at the Bok Center. The Working Group will produce a list of recommendations to improve ESL services at the University including but not limited to enhancing post-ELP resources, access to ELP or equivalent programs at all Schools, and affordable proof-reading resources for teaching and research work products. Two (2) SWs selected by the Union shall serve on such a Working Group.

## **ARTICLE 14 TAX ASSISTANCE**

**Section 1.** The Harvard International Office (HIO) offers resources to assist international student workers with their tax issues. 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. If such programs cease to exist, the University will notify the Union and, upon request of the Union, discuss possible alternatives to such programs.

**Section 2.** HIO advisors are not trained tax specialists and cannot provide individual advice on taxes. Harvard as an institution does not advise on any personal income tax requirements or issues. Use of any information from any Harvard website on such topics are for general information only and does not represent personal tax advice either express or implied.

**Section 3.** By using these tax assistance programs, the SW acknowledges that Harvard University is not liable for any errors and incidental or consequential damages in connection with the furnishing, performance or use by the SW of these on-line systems, on-line HELP and/or examples contained therein.

## **ARTICLE 15 WORKSPACE AND MATERIALS**

**Section 1.** To carry out assigned duties as determined by the University, the University shall provide SWs, at no cost to the SW, reasonable access to University services, materials, and facilities necessary to carry out such duties, including but not limited to: desk space (individual or shared), after-hours and weekend building access, library privileges, studio space, storage space, campus mail, office supplies including chalk and dry-erase markers, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment.

**Section 2.** Nothing in Section 1 precludes the University or the supervisor from determining what specific software and hardware, lab equipment, grading software, and audio/visual presentation equipment are best suited or adequate to carry out assigned duties. However, the University shall consider in good faith any SW request for such specific equipment or materials not provided pursuant to Section 1 by the University. If a faculty member denies such request, the SW may discuss the denial with the department chair or supervisor.

**Section 3.** To the extent available and consistent with the requirements of the departments or employing unit, SWs shall also have access to computers with internet access and printers.

**Section 4.** With the supervisor's or employing unit's advance approval, the University shall reimburse SWs for required job-related materials, equipment, and services that are not otherwise provided to the SW by their department. Requests for approval shall not be unreasonably denied.

**Section 5.** If a SW's University work location is to be moved or if there is a substantial alteration of the SW's work space, the SW will be notified at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible.

**Section 6.** In the performance of their duties, SWs will have access to available University private space to advise students.



## **ARTICLE 16 WORKLOAD**

**Section 1.** The University maintains the right to define academic expectations and degree requirements. This Agreement should not in any way be construed as imposing a limit on the amount of this work necessary for a student to make satisfactory academic progress toward their degree. The parties agree that it is in the interest of the University and the student worker to define a SW's workload to be commensurate with the SW's appointment, title/classification, and compensation as well as their ability to make academic progress required by their program. Such workload is outlined below.

**Section 2.** Salaried / stipended appointments. For all such appointments, the University will not require more than an average of twenty (20) hours per week of effort for students in their roles as student workers over the course of their employment appointment period where the appointment period is a traditional semester (fall/spring), academic year, or calendar year.

The time spent by a student worker on their academic efforts associated with degree requirements and academic expectations are not part of this collective bargaining agreement.

Teaching Fellows or other salaried SWs with instructional assignments shall not be required to take on a workload of more than two course sections per semester. Minimum compensation rates for such work are set out in Article 20, Compensation. As noted in that Article, each School may increase compensation beyond minimum teaching rates depending on, among other things: degree of difficulty of the course or section; class size; degree of independence and accountability for the SW; frequency of meetings; attendant course advising; and any oversight responsibilities.

**Section 3.** For purposes of this Agreement, the workload of salaried/stipended Research Assistants (RA1 and RA2 in Article 2, Titles and Classifications), are the efforts they are expected to make to contribute toward support of general functions and activities within a research lab or program. These students are also expected to engage in course work, teaching, and/or research that will contribute to degree requirements, all of which are academic efforts that are not part of this collective bargaining agreement. The combination of these efforts generally reflects a full-time commitment.

**Section 4.** Hourly SWs. SWs who are working on an hourly basis may have a variable number of hours of work that may be assigned during all or part of their appointment period, but in no event shall any SW be required to work more than an average of twenty (20) hours per week over the course of their employment appointment period where the appointment period is a traditional semester (fall/spring), academic year, or calendar year. When possible, such hours should be memorialized in writing by the supervisor when the assignment is made. When an appointment letter for an hourly SW sets the number of hours, such SWs will not be required to work more hours than may be specified in the appointment letter. Hourly SWs will not be required to work any hours for which they are not paid. Hourly SWs will be paid for all hours worked.

**Section 5.** Workload assigned to any graduate SW under this Article is separate from the academic requirements associated with thesis and dissertation research that is expected pursuant to 300-level course work or its equivalents in other Schools. As previously stated, the University maintains the right to define academic expectations and degree requirements.

**Section 6.** While the parties recognize that the content of work assigned to SWs may vary from week to week, SWs shall not be assigned job duties that cannot be reasonably performed within the workload average in Section 2, Section 3 or Section 4 of this Article. Additionally, the University shall provide SWs with a reasonable amount of time in which to complete job duties, taking into consideration the relevant surrounding circumstances. The workload must align with the levels of compensation presented in Article 20, Compensation, and Article 2, Titles and Classifications.

**Section 7.** A SW who anticipates that their workload will exceed the twenty (20) hour average stated in Section 2 or a SW who otherwise has concerns about the nature or amount of their employment workload may bring such concerns to their immediate supervisor. The supervisor shall discuss any such concerns with the SW and, as warranted, may make adjustments to workload requirements or compensation. If the SW is not satisfied with such discussions, or if they believe they have been misclassified or that their job duties are not commensurate with their employment appointment letter, they may file a grievance under Article 6, Grievance and Arbitration, over such matters.

**Section 8.** Other appointment periods.

- A. Intersession and other similar shortened periods. The parties recognize that, in addition to the more typical appointments of a traditional semester (fall/spring), academic year, or calendar year, a SW may be offered an appointment to work during an intersession or other similar shortened period. By design, such appointments may involve a more intense workload each week than typically associated with semester-long appointments. Therefore, the twenty (20) hour average in Section 2 and Section 3 shall not apply to such appointments. Rather, the University will not require more effort for students in their roles as student workers than is specified in the job posting and/or appointment letter.
- B. Summer. The parties recognize that summer appointments are also different than the more typical appointments of a traditional semester (fall/spring), academic year or calendar year. Therefore, the twenty (20) hour average in Section 2 and Section 3 shall not apply to summer appointments. Rather, the University will not require more effort for students in their roles as student workers than is specified in the job posting and/or appointment letter.

**Section 9.** Any work assignment, required training, orientation, required meetings, required conferences, required office hours shall be included in the total workload for the appointment period. Hourly employees who participate in any job training or work orientation will be paid for their time at their normal hourly rate. Hours spent on individually assigned special preparation for teaching sections shall also be included in the total workload for the appointment period.

**Section 10.** Required meetings will be held during the normal work hours at the SW's workplace, or at another location on campus with advance notice, or at another appropriate location with advanced notice to the SW.

**Section 11.** In the case of a change of a SW's job assignment, any work completed in the original assignment will count toward the workload for the semester.

## **ARTICLE 17 MANAGEMENT RIGHTS**

**Section 1.** All management functions, rights, and prerogatives, that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include the right:

- A. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
- B. to recruit, appoint and transfer unit members and to determine and modify the size and composition of the work force;
- C. to determine or modify the qualifications and responsibilities of unit members;
- D. to direct, assign, schedule and otherwise supervise unit employees;
- E. to train unit members subject to Article 11, Training;
- F. to establish new job classifications within the unit, subject to any restrictions in Article 2, Titles and Classifications;
- G. to establish and modify standards of conduct and to discipline or discharge unit members for just cause subject to Article 19, Discipline and Discharge;
- H. to establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
- I. to establish and modify rules, regulations and policies;
- J. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- K. to determine the academic calendar each year;
- L. to determine class and section size;
- M. to subcontract all or any portion of any operations;
- N. to take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University's programs, services, and operations are to be conducted.
- O. to determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid;

- P. to determine and modify policies and financial costs and charges associated with University housing;
- Q. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage;
- R. to select all insurance carriers and to change carriers from time to time;

**Section 2.** Other questions of academic judgment and decision-making shall remain in the University's sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all matters affecting:

- A. student admissions;
- B. academic standards, and unit members' progress as students, including but not limited to the completion of degree requirements;
- C. who is taught, what is taught, how it is taught and who does the teaching;
- D. research methodology and materials;
- E. external grants including application, selection, funding, administration, usage, accountability and termination;
- F. the creation, elimination or modification of courses and curriculum;
- G. instructional methods;
- H. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;
- I. grading policies and practices;
- J. all other academic policies, procedures, rules and regulations in regard to unit members' status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program;

**Section 3.** Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

**Section 4.** The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

**ARTICLE 18**  
**UNION ACCESS AND RIGHTS**

**Section 1**

- A. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide to the Union a weekly electronic file containing the following directory information for each SW in the bargaining unit:

Name  
Net ID  
Permanent and local street address, city, state, zip code,  
Job title  
Date of birth  
Place of birth  
Dates of employment  
Dates of enrollment  
Anticipated or actual date of graduation  
Enrollment status  
Department mail code  
The Directory email address  
The Directory telephone number  
Employing department or program  
Department or program in which SW is enrolled  
Position classification

This listing shall be provided to the Union at no cost. If the SW affirmatively consents to the disclosure of such information to the Union as provided for in section B. below, the University will also include the SW's rate of pay. However, the rate of pay will be reported on the same basis as the pay period.

This listing shall include all SWs who were in the bargaining unit at any point in the intervening time since the production of the prior listing. If any item on this list is unavailable at the time of delivery, every effort shall be made to include this information in future lists.

- B. Additional non-directory information; FERPA Communication and FERPA Release.

Within, or as an enclosure to each SW's appointment letter, the University shall provide a FERPA Communication and a FERPA Release Form as described below, either in paper format or a format where the Form can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication and the FERPA Release form, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

1. The FERPA Communication will include, at minimum, the following information:
  - a. The Union is the SW's exclusive bargaining representative;

- b. The Union has a legal obligation to represent the SW when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;
- c. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, and FERPA, which regulates the disclosure of certain information in a SW's student records, the SW will be asked to complete and sign the FERPA Release Form and return the form along with all other on-boarding paperwork, such as an I-9, etc.; and,
- d. Contact information of both the Union and the University for the SW to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.

2. The FERPA Release Form will contain, at minimum, the following:

- a. An option for the SW to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the SW, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the SW.
- b. An option for the SW to decline to waive their privacy rights under FERPA.
- c. Information about how a student may change their selection in the future.

3. In cases related to Article 19, Discipline and Discharge, if the SW has not permitted the disclosure of their non-directory information to the Union, the University, in accordance with the provisions of that Article, will inform the SW that they are entitled to Union representation, and the University shall give the SW the opportunity to voluntarily sign a FERPA Release Form.

4. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article without the prior consent of the SW.

**Section 2.** Union representatives shall be provided reasonable access to the University mail systems, including e-mail.

**Section 3.** Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

**Section 4.** At the beginning of each academic year, the Union shall furnish the University with a written list of up to ten (10) officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement.

Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, such representatives shall be permitted reasonable time to investigate, present and process grievances on University property during regular working hours.

Such activities cannot take place while a SW involved is conducting a class nor can such activities disrupt University operations.

Hourly SWs may also serve as one of the ten (10) Union representatives but shall not receive any release time.

The question of possible release time for any future collective bargaining will be left to the parties to address prior to the beginning of such negotiations.

**Section 5.** Except for classrooms while class is in session and certain research labs or other areas designated by the relevant academic department, Institutional Animal Care and Use Committee, or the Environmental Health & Safety department as restricted due to safety concerns, provided that such designation shall not be made in a manner that discriminates against the Union. Union representatives, including International Union, UAW, shall have access to all SW workspaces on University premises to conduct any necessary Union business but only after advanced notice to the supervisor. Under no circumstances shall Union representatives interfere with programs, operations or the work of SWs or other University employees.

**Section 6.** If a School or University Department holds any orientation(s) at which SWs are expected to attend, in order to address SWs that are present, the University will provide the Union with advance notice of any such orientations. In such cases, a School or Department will reserve a given period of time within which there will be both a School and Department orientation for SWs as well as time for the Union to introduce itself to SWs. During this period, at a time designated by the University, Union representatives will be permitted up to thirty (30) minutes to present information about the Union to the SWs. The Union shall promptly notify the University as to whether it wishes to use such time.

The Union is free to distribute a packet of Union materials to SWs at such orientations during its thirty (30) minutes.

**Section 7.** The University agrees to furnish conference and/or meeting rooms at no cost for Union meetings upon prior request by the Union, on the same basis as recognized student organizations within a given school. The Union acknowledges that certain spaces on campus may require that a fee be paid by the Union consistent with what other recognized student organizations within a given school must pay. The Union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities.

**Section 8.** The Union shall have access to designated space on existing bulletin boards in University departments that employ SWs. All postings by the Union shall be done in accordance with University policies regarding access and approval required for bulletin board use on the campus.

## **ARTICLE 19 DISCIPLINE AND DISCHARGE**

**Section 1.** SWs shall not be disciplined, suspended, or discharged from employment without just cause. Discharge, for purposes of this Agreement, shall mean the termination of a SW's employment appointment prior to the expiration of that appointment.

Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to determinations by the University to dismiss a SW from the University or take an adverse action against a SW for academic reasons, including but not limited to grades, academic assessments, and authorship decisions or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student cannot continue to serve as a SW.

**Section 2.** Neither Discipline nor Discharge includes the non-reappointment of a SW or the failure to offer an employment appointment to a SW, nor does it include performance evaluations or performance.

**Section 3.** Prior to invoking suspension or discharge under this Article. the University shall:

- A. Notify the SW (and Union pursuant to Section 12 of this Article) in writing about the proposed suspension or discharge. Such notice of intent shall state the reasons for the proposed suspension or discharge, including the nature of the alleged violation, level of intended discipline, and notice of the right to a hearing. The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.



- B. Hold a disciplinary hearing with the SW, and the SW's supervisor or designee no sooner than seven (7) business days after the written notification is received by the SW.
- C. During the hearing, the SW shall be provided the opportunity to respond to the alleged violations.
- D. The SW shall have a right to a union representative, who shall be afforded the opportunity to represent and speak on behalf of the SW at the hearing.

A decision on suspension or discharge will be made within a reasonable time following the conclusion of the hearing. The Union will receive a copy of the final disciplinary action in accordance with Section 12 of this Article.

**Section 4.** Prior to invoking discipline of a lower level than suspension or discharge, the University shall notify the SW (and Union pursuant to Section 12 of this Article) in writing. The written notice shall state the reasons for the proposed discipline, including the nature of the alleged misconduct or poor/non-performance; a brief statement of relevant facts; the level of intended discipline.

The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.

The Union may request additional information regarding the proposed discipline in accordance with the relevant case law under the National Labor Relations Act.

The University shall take any response by the SW into account before issuing any final disciplinary action. The Union will receive a copy of the final disciplinary action in accordance with Section 12 of this Article.

**Section 5.** There shall be no increase in the assigned level of discipline from the written notice of intent.

**Section 6.** The University may place a SW on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the SW from all work duties and/or require removing the SW from the premises.

- A. The SW (and Union pursuant to Section 12 of this Article) will be notified, as soon as practicable, in writing when a SW is being placed on paid administrative leave. The written notice shall state the reason the SW was placed on paid administrative leave. The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.
- B. Paid administrative leave is neither discipline nor discharge.

- C. At the conclusion of an investigation of an SW placed on administrative leave, where the University elects not to take disciplinary action, the SW (and Union pursuant to Section 12 of this Article) will be provided with a notification that the investigation is completed and that no discipline will be imposed.
- D. The University will place a record of administrative leave in the SW's employment record only if disciplinary action is taken. The University will transfer records of such administrative leave to a third party only if required by law or regulation.

**Section 7.** In the event that a SW is discharged, the SW shall be notified in writing as soon as practicable. In accordance with Section 12 of this Article, the Union shall also receive a copy of such written notice within three (3) business days of the discharge.

**Section 8.** SWs who are disciplined or discharged shall be entitled to file a grievance against the disciplinary action at Step 2 of the Grievance Procedure within twenty (20) business days of the action. If the Union subsequently files for arbitration, the parties agree to use best efforts to secure an arbitration date as expeditiously as possible.

**Section 9.** If during the disciplinary hearing referred to in Section 3, the charges are dismissed, any material concerning the dismissed charges shall be removed from the SW's employment record. If any subsequent grievance results in a favorable decision for the grievant, then any material concerning the discipline shall not be considered part of the SW's employment record nor shall it be transferred to any third party unless required by law or regulation.

**Section 10.** As an alternative or in addition to issuing disciplinary action, the University may recommend reasonable remedial measures when appropriate. Such remedial measures must be rehabilitative rather than punitive and at no cost to the SW.

**Section 11.** The University and the Union shall maintain the confidentiality of all disciplinary actions except on a need-to-know basis or consistent with FERPA to the extent it applies.

**Section 12.** Notification to the Union. If the SW has consented to disclosure of non-directory information as provided in Article 18, Union Access and Rights, the University shall copy the Union on written notification to the SW regarding disciplinary matters outlined in this Article. If the SW has not previously consented to such disclosure, the University shall supply a waiver form, accompanying any disciplinary notification, for the SW's consideration that, if signed, would allow written notice to be provided to the Union.

## **ARTICLE 20 COMPENSATION**

**Section 1.** It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over stipends for graduate students, including the stipends of bargaining unit members,

nor shall the University be obligated to negotiate over any other financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a student is working as a member of the bargaining unit.

**Section 2.** Compensation for salaried SWs.

A. Research Assistant 1 –

A Research Assistant 1-- A graduate student usually appointed on an annual basis for a 12-month period to perform research work under the supervision of a faculty/principal investigator. The parties understand that the work of a Research Assistant is a blend of academic and employment endeavors and that clear separation of each is difficult. The stipend that such an RA receives could be characterized as financial assistance or compensation or both. Thus, it is understood that for this category of SW and for purposes of this Agreement only, the stipend offered by the University is the functional equivalent of a salary and will be referred to as such in this Article only.

The minimum salaries for all such SWs in FY 20 were:

Life Sciences	12 months	\$39,528
Physical Sciences	12 months	\$37,932
Other	12 months	\$35,676

10 month or shorter appointments for these two levels are pro-rated accordingly.

The above rates will increase by 2.8% on July 1, 2020 or upon ratification, whichever comes last.

B. Research Assistant 2 –

A Research Assistant 2 -- In addition to their research work, a graduate student who also has a teaching assignment.

Provided such a teaching appointment is approved by their faculty advisor, the SW will have an appropriate adjustment in their research workload. If in discussions with the faculty advisor and/or principal investigator such an adjustment is not possible or not mutually desirable, the Research Assistant II will receive additional compensation in accordance with department or program guidelines.

The minimum salaries for Research Assistants 2 will be the same as for Research Assistants 1.

C. Teaching Fellows

1. There are four types of salaried teaching fellows (TFs) throughout the University who perform instructional duties:

1. Teaching Fellow 1
2. Teaching Fellow 2
3. Instructional Fellow
4. Pedagogical Fellow

General descriptions of the duties and eligibility for such positions are found in Article 2, Titles and Classifications and Article 16, Workload. More particularized duties may be found in individual employment appointment letters.

2. Teaching Fellow categories when the TF is teaching a single standard University course or section under the direction of a full-time faculty member or when teaching a course independently. Compensation may be pro-rated for courses that run for less than a full semester. The minimum pay rates for FY 20 are as follows:

	<b>Junior rate</b>	<b>Senior rate</b>
Teaching rate A	\$3,400	\$3,400

The minimum rate for any Teaching Fellow in the School of Public Health or any SW teaching in the School of Public Health.

Teaching rate B	\$4,920	\$5,520
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The minimum rate for Teaching Fellow I or Pedagogical Fellow or a CA 1 or CA 2 for teaching a section in any School or College other than SPH that usually although not always accompany lectures given by faculty members.

A Teaching Fellow 2 (Head Teaching Fellow) does not have section teaching responsibilities. Teaching Rate B is the rate for a Teaching Fellow 2. If a TF2 were to also lead a section, they would receive an additional TF1 appointment and be paid the TF1 compensation in addition to the TF2 compensation.

*[Note: this was the old 0.2 FTE]*

Teaching rate C	\$9,840	\$11,040
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The minimum rate for any Instructional Fellow. An Instructional Fellow has primary instructional responsibilities for a course, under the supervision of a faculty member.

*[NOTE: This was the old 0.4 FTE]*

Except as minimally provided above, variation between and within Teaching Rates B and C will be determined by each School. While the School must pay the minimum rates above, the School has the discretion to pay more than this rate based on a variety of factors. In deciding whether more than the minimum should be paid, the School shall take into account various factors including but not limited to degree of difficulty of the course or section; class size; degree of independence and accountability for the SW; frequency of meetings; attendant course advising; and any oversight responsibilities. Such determination shall not be grievable.

Each School is required to publish which rate applies for particular courses and particular teaching activities.

All such rates may be pro-rated accordingly for courses with less than a full semester's (term's) duration.

3. The Senior Rates will be applied for any Ph. D SW who has successfully completed their first two years of their Ph. D program. The Junior Rates will be applied for all other SWs. The parties agree that there are currently some situations where a School has stated in writing that it will pay the Senior Rate to SWs who would ordinarily be paid at the Junior Rate. Those situations will continue during the life of this Agreement. Determination of successful completion of the first two years is based on academic progress and is not grievable.

4. In courses that do not have a TF 2, faculty may, but are not required, to designate a TF 1 to carry out some additional administrative duties. If such duties are beyond the scope of the appointment, additional compensation will be provided to the SW.

5. The Teaching Rates above will be increased by 2.8% on July 1, 2020 or upon ratification, whichever comes last, except for SPH where the rate shall be \$3598 effective July 1, 2020 or upon ratification, whichever comes last.

6. For SWs within their admissions offer period, (normally, in their third and fourth year of graduate work), the minimum rates described above for teaching will be considered compensation and will be separately paid to the SW. However, such compensation is not an addition to the SW's stipend. During the admissions

offer period, the total amount of funding to the SW, including the compensation for teaching, will be equal to the amount specified in the admissions offer letter.

#### D. Other Teaching Rates

Full-time graduate students teaching in any School of the University will be paid under the Junior or Senior Teaching Rates B or C categories in Section C above, except for Lecturer/Instructors, Teaching Assistants and Salaried Course Assistants in the Division of Continuing Education (DCE) and the School of Public Health.

Nothing shall preclude the University from paying higher compensation rates in its discretion.

#### E. Division of Continuing Education (DCE)

As an exception to the rates in Section C above unit members teaching in DCE were paid at the following minimum compensation rates depending on title during FY20 and shall be set at the same minimum rates for FY 21:

DCE- Lecturer/instructor	\$7800 per 4 credit course
DCE- Teaching Assistant	\$3900 per 4 credit course
DCE- Head Teaching Assistant	\$1950 for such work
DCE- Salaried Course Assistant	\$ 850 per 4 credit course

F. Other instructional work besides teaching. It is understood that programs may offer differing amounts of compensation for other instructional work besides teaching a course or section of a course, such as tutoring, thesis advising, leading practicums and other instructional work.

The rates for these appointments will be dependent on the duration and scope of the work. Work expectations, anticipated time commitments, and rate of pay must be detailed and explicit in the employment appointment letter, and such expectations should not reasonably imply an hourly wage less than the minimum hourly rate specified in this agreement. Any increase to those expectations will require additional compensation.

G. The teaching rates delineated in Section C. above for teaching courses includes, in addition to class time, preparation, grading, meeting with and advising students on course work and all other matters attendant to teaching the course. No additional compensation is paid for any such attendant work other than the course rate except as provided in Section C. d. above.

#### H. Limited Research Assistant Appointments

SWs may have short duration, limited scope salaried research assistant appointments. These appointments may be for work that is not directly related to the student's academic endeavors. The rates for these appointments will be dependent on the duration and scope of the work. Work expectations, anticipated time commitments, and rate of pay must be detailed and explicit in the employment appointment letter and such expectations should not reasonably imply an hourly wage less than the minimum hourly rate specified in this agreement. Any increase to those expectations will require additional compensation.

**Section 3.** Compensation for Hourly SWs

- A. It is recognized that hourly rates of pay for hourly Research Assistant, Course Assistants, hourly Teaching Fellows and other hourly workers vary greatly throughout the University. Some Schools have specific rates of pay for their hourly workers. Some hourly rates vary depending on the amount of available funds in a faculty member's grant.
- B. However, all hourly SWs who perform instructional work (e.g. Course Assistants) regardless of School will receive at least the minimum hourly rate of pay of \$17.00 per hour effective July 1, 2020 or upon ratification of this Agreement, whichever comes last.
- C. All hourly SWs who perform research work (e.g. hourly Research Assistant) will receive at least the minimum hourly rate of pay of \$16.00 per hour effective July 1, 2020 or upon ratification of this Agreement, whichever comes last.
- D. Where a School has a publicized standard hourly rate of pay that exceeds \$16 per hour (or \$17 per hour for instructional work), the University agrees that for the life of this Agreement, such standard hourly rate will not be reduced below what it was in FY 20.

**Section 4.** A SW shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the SW has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

**Section 5.** If the University, in error, overpays wages to a SW in a given pay period, the University, once it discovers the error, will promptly notify the SW of the amount of the overpayment and the date on which the overpayment occurred. In such a case, the University and the SW will work out a repayment plan for the overage. If they wish, the SW may seek the help of the Union in negotiating over the repayment plan. Such repayment plan shall be consistent with applicable federal and state wage law.

If the University, in error, underpays a student worker, it shall promptly correct the error and pay any back wages owed.

SWs shall endeavor to report to the University any possible overpayments, or underpayments, so they may be corrected as soon as possible.

## **ARTICLE 21 HEALTH AND DENTAL INSURANCE**

**Section 1.** All students are required to participate in the Harvard University Student Health Plan or to otherwise be covered by a health insurance program. The University will continue for the life of this Agreement to provide individual coverage at no premium cost to the student for all GSAS Ph. D student workers as may be guaranteed in their offer letter.

**Section 2.** Nothing in this Agreement shall affect the University's right to modify the plan or plan design or premium rates or to change insurance carriers or administrators in its discretion.

**Section 3.** Effective July 1, 2020, or upon ratification of this Agreement, whichever comes last, the University shall establish a SW Health Insurance Premium Support Fund in the amount of \$325,000 for FY 21 but pro-rated for the balance of FY 21 based on the date of ratification. Salaried SWs may apply for money from the fund to help defray the cost of premiums for spousal and/or dependent coverage under the HU Student Health Plan.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

**Section 4.** Eligible SWs and their dependents may elect the optional student dental insurance plan offered by the University provided they pay the full cost for such a plan.

Effective July 1, 2020, or upon ratification of this Agreement, whichever comes last, the University shall establish a Dental Health Plan Support Fund in the amount of \$125,000 for FY21 but pro-rated for the balance of FY 21 based on the date of ratification. Salaried SWs who have elected the University's student dental insurance plan may apply for money from the fund to help defray the cost of premiums and co-pays under such plan for themselves and for covered spouses and/or dependents. Salaried SWs who have not elected the University student dental insurance may also apply for money from the fund to help defray dental expenses in general.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.



There shall be no rollover of any unexpended funds from one year to the next.

**Section 5.** Effective July 1, 2020 or upon ratification of this Agreement, whichever comes last, the University shall establish a SW Support Fund in the amount of \$125,000 but pro-rated for the balance of FY 21 based on the date of ratification. Salaried SWs may apply for reimbursement of any co-pays and other out-of-pocket medical expenses (as defined by Internal Revenue Service regulations) that they had to incur under the HU Student Health Plan.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

## **ARTICLE 22 CHILD CARE FUND**

Effective upon ratification of this Agreement, the University shall make a fund available to reimburse salaried bargaining unit members for child care expenses at licensed child care facilities (child care centers, family child care providers, after school programs, daytime summer camp programs) or an in-home provider with a Social Security or Tax I.D. number. Commencing on July 1, 2020 or upon ratification of this Agreement, whichever comes last, the fund will be \$350,000 for FY 21, but pro-rated for the balance of FY 21 should ratification occur after July 1, 2020. There shall be no rollover of any unexpended funds from one year to the next. Reimbursement for such child care expenses shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

## **ARTICLE 23 FAMILY FRIENDLY BENEFITS**

**Section 1.** Ph. D SWs shall be eligible for access to Care.com at no cost for such membership and subject to relevant rates and procedures. Under current policy, SWs have access to the Care.com providers for up to 10 days a year at a subsidized rate of \$5 per hour. SWs may utilize Care.com for additional days at full provider rates.

**Section 2.** All Ph. D SWs shall be eligible for the Parental Accommodation and Financial Support program which provides a one-time stipend of \$6516 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. Effective July 1, 2020, the stipend will be raised to \$6831.

## **ARTICLE 24 LEAVE PROVISIONS**

## **Section 1. Sick Leave**

- A. SWs shall have a right to a reasonable number of days per semester or summer session of sick leave with no loss of compensation. SWs are permitted to use sick time for any of the following reasons:
1. Caring for their own physical or mental illness, injury or medical condition
  2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse, parent, or spouse's parent;
  3. Attending their own routine medical appointment;
  4. Attending a routine medical appointment for their child, spouse, parent, or spouse's parent and members of the household regularly sharing the employee's residence
  5. Addressing the psychological, physical, or legal effects of domestic violence; or
  6. Travel necessitated by any of the above.
- B. A SW who is using a sick day must inform their supervisor as soon as possible.
- C. In no case shall the sick time provided be less than would be provided to an individual covered by the Massachusetts Sick Time Law.

## **Section 2. Family and Medical Leave of Absence**

SWs may take an unpaid Family and Medical Leave of Absence of up to 12 weeks for the birth or adoption of a child, childcare, their own serious health condition or work-related disability, or care of an immediate family member with a serious health condition. "Immediate family members" include parents or step-parents, child or step-child or spouse. SWs are expected to notify their supervisors and directors of graduate studies at least four months in advance whenever possible of the anticipated birth or adoption of a child, so that appropriate arrangements can be made to cover any teaching or research responsibilities.

SWs who are Ph. D candidates are eligible to apply for financial assistance for the birth or adoption of a child under the Parental Accommodation and Financial Support.

## **Section 3. Bereavement leave**

A SW on a salaried appointment may be absent without loss of pay or benefits for up to three (3) days when called for by a death in the immediate family or household. A SW on an hourly basis may also be absent for the same purposes but without pay.

A longer paid absence may be appropriate in circumstances of logistical difficulty or severe emotional distress or religious observance if approved by the supervisor. Such requests shall not be unreasonably denied. For the purpose of this policy only, immediate family includes: the SW's spouse, children (including stepchildren), grandchildren, children-in-law, parents

(including step-parents), grandparents, parents in-law, siblings, (including step siblings) and siblings-in law; and household includes individuals regularly sharing the SW's residence.

**Section 4. Civic Duty Leave**

SWs who are on a salaried appointment shall retain all compensation and benefits during jury duty, serving as a witness in a court case, similar civic obligations, or other court appearances. A SW on an hourly basis may also be absent for the same purposes but without pay.

**Section 5. Military Leave**

The University shall comply with any applicable state and federal laws governing military service and leaves. A SW may use this leave in addition to other leaves provided for under this Article.

**Section 6.** Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University.

SWs shall retain any and all other rights under state and federal law regarding leaves of absence.

**Section 7.** SWs shall make reasonable effort to provide as much advance notice as possible before taking any leave under this Article.

**ARTICLE 25  
HOLIDAYS, PERSONAL DAYS, AND VACATION**

**Section 1.** The University sets the academic calendar each year and designates official University holidays and recesses. Currently, the following are designated as official University holidays. SWs shall not be required to work on the following holidays and designated recess, except as provided below in section 2.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (Federal) / Indigenous Peoples' Day (City of Cambridge)
- Veterans Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve 1/2 day
- Christmas Day
- Winter Recess (the period between Christmas and New Year's Day)

The University reserves the right to add other holidays and recesses in its discretion.

**Section 2.** During a designated holiday or recess, SWs may be required to conduct work (such as laboratory work, teaching a section, or grading of assignments) only when determined to be necessary by the faculty member or supervisor. The faculty member or supervisor shall provide notice to the SW in advance when such work is deemed necessary. If a SW is required to work on a designated holiday or recess, the SW shall choose an alternate day(s) off with the supervisor's approval, which approval shall not be unreasonably denied.

**Section 3.** The University recognizes that there are religious holidays that are not currently University holidays. The University will make reasonable accommodations to a SW to observe a religious holiday provided it does not create an undue burden for the University. SWs shall request such time off for religious observance with reasonable advance notice to their supervisor.

#### **Section 4. Personal Days**

In addition to time off for designated holidays and recesses, SWs on a salaried appointment shall be entitled to one (1) personal day per semester without loss of compensation with, where possible, at least three (3) days advance notice to their supervisor. A salaried SW with a fall semester employment appointment may carry over and utilize their one personal day from the fall semester in the spring semester of the same fiscal year. Personal days may not, however, be carried over from one fiscal year to another.

Those salaried SWs with 12-month appointments shall receive one (1) additional personal day in addition to two (2) personal days for the fiscal year. Personal days may not be carried over from one fiscal year to another.

Personal days may be used for any purpose, including the SW's personal observance of special days in their cultural heritage.

#### **Section 5. Vacation Days for SWs with 10- and 12-month appointments**

- A. SWs on a salaried 12-month appointment shall be entitled to ten (10) vacation days without loss of compensation to be used during their appointment period.
  
- B. A SW appointed to a position that would normally be 12 months, but initially appointed for 10-months (i.e. September through June) shall be entitled to eight (8) days off in that first employment appointment period without loss of compensation. If a SW on a 12-month appointment spends part of that appointment period on a non-University activity (such as accepting an external internship), they shall receive a pro-rated amount of vacation for the months actually worked for the University.

In order for a SW to be entitled to vacation, they must be working under an employment appointment that is for 10- or 12-months duration. Thus, two separate semester appointments cannot be considered a 10-month appointment, nor can two separate six-month appointments be considered a 12-month appointment.

- C. Vacation days must be used during the appointment period and may not be carried over from one fiscal year to the next. Vacation days not used during the appointment period will be forfeited.
- D. Vacation time shall be scheduled in consultation with and approval of the supervisor/faculty member, which approval shall not be unreasonably denied.
- E. For SWs with curricular responsibilities, vacations should normally not be taken during the Fall or Spring academic semesters.
- F. A vacation request of more than two weeks by combining vacation time at the end of one fiscal year with vacation time at the beginning of the next fiscal year will only be allowed with the consent of the supervisor who shall be under no obligation to grant such request.
- G. If a designated University holiday or recess falls during an SW's vacation, the SW shall not be charged vacation time for that holiday or recess.

**ARTICLE 26  
PARKING AND TRANSIT**

**Section 1.** All SWs are eligible for one of the three (3) parking/transit options below (1A or 1B or 1C).

A. Parking

1. At all campuses, SWs shall have the option to have access to parking and parking-related services that are available to and on the same basis as University staff.
2. The University will provide information to all incoming SWs about their parking options.
3. SWs who opt for this option but are unable to secure their facility of choice shall remain eligible for the other transit benefits below provided any application deadlines are met.

B. Transit - Public and Private

SWs will be provided with discounted MBTA passes per the Semester Pass Program. Schools at their discretion may provide SW's additional discounts on MBTA passes and/or programs.

C. Bicycling

1. SWs would be eligible for a bicycle benefit on the same basis and under the same terms and conditions as that offered to staff employees.
2. A qualified bicycle commuting month is one during which a SW is biking for a substantial portion of the commute and does not receive any parking permit or a monthly transit pass through Harvard University.
3. This benefit operates on the calendar year; the total reimbursement amount accrues over the calendar year and is paid back against the total eligible expenses incurred in the same year. Reimbursement claims are processed and paid in the beginning of the following year; paperwork must be submitted by the SW no later than January 31. If the SW is a new SW or uses a parking permit or transit pass through Harvard for some months of the year, your total reimbursement value is prorated based on your eligible months.

## **ARTICLE 27 TRAVEL**

**Section 1.** Unless otherwise restricted by provisions of a grant, the University shall directly pay preferred providers in advance for all authorized and approved lodging and transportation expenses, as well as directly paying for authorized and approved conference registration fees required for employment, following appropriate notice from the SW 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.

**Section 2.** Any other expenses incurred will be reimbursed upon the SW's return from the trip in accordance with the Harvard University travel and related policies. In all other respects, the Harvard University travel and related policies as may be amended from time to time shall apply.

## **ARTICLE 28 EMERGENCY GRANT**

**Section 1.** Effective upon ratification of this Agreement, the University shall make a fund available to assist SWs with a temporary hardship due to a significant emergency event.

**Section 2.** Commencing upon ratification of this Agreement, whichever comes last, the fund will be \$25,000 for each year of this Agreement. Distribution of money from such fund shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

There shall be no rollover of any unexpended funds from one year to the next.

**Section 3.** If the funds are exhausted in a given year, nothing shall preclude a SW from asking their School for additional funds to deal with emergency events recognizing, however, that any such distribution by the School is entirely discretionary and not a right or expectation.

## **ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM**

Salaried SWs, their spouses and dependents, and adult household members shall be entitled to participate in the University's Employee Assistance Program, as may be modified from time to time.

## **ARTICLE 30 UNION MANAGEMENT COMMITTEE**

**Section 1.** A joint Union-Management Committee (UMC) shall be formed with up to seven (7) members on each side that shall meet one (1) time each semester (fall and spring) in addition to all other union-management meetings that may be provided for in this Agreement.

**Section 2.** The purpose of the UMC will be 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. The parties also agree that such meetings shall not constitute nor be used for the purpose of negotiations. Each side shall select its own representatives. Union representatives shall suffer no loss of compensation to attend such meetings. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The UMC shall also convene at mutually agreed upon times and on an ad hoc basis as needed.

## **ARTICLE 31 UNION SECURITY**

**Section 1.** SWs are free to decide whether or not they wish to join the Union and pay membership dues and fees. The University shall not coerce or otherwise attempt to influence a SW about their decision to join or not join the Union and pay or not pay membership dues and/or fees.

**Section 2.** If a SW is a member of the Union or if a SW decides to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have signed an authorization for such deductions in a paper or electronic form acceptable to the University as provided for in Appendix B. The Union shall provide the University with the amount of Union membership dues and fees that a SW who joins the Union must pay.

**Section 3.** Upon receipt of such signed authorization from an eligible SW as defined in Section 2 above, the University shall deduct Union membership dues and fees from each paycheck. The University shall remit the dues and fees to the Union, together with an electronic list of names of

the SWs from whom deductions were made. The electronic list shall contain the employee's name and NetID and the amount of dues/fees deducted, and gross wages.

**Section 4.** Deductions shall commence for the first full pay period following receipt of the SWs written authorization and shall continue unless affirmatively revoked by the SW. The University is not required to make retroactive deductions. In order for the deductions to be made, the authorization cards must be received by the University's designated representative by at least seven (7) business days preceding the payday when the checkoff is to begin.

**Section 5.** The University shall electronically transmit to the Union within fifteen (15) business days after the monthly payroll for the prior month, all dues and fees deducted for that pay period in accordance with Section 4 above.

**Section 6.** The Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

**Section 7.** Upon presentation of an "Authorization and Checkoff of Contributions to UAW V-CAP" form executed by a SW who is a dues paying member of the Union, the University agrees to deduct from the pay of each SW voluntary contributions to UAW Voluntary Community Action Program (UAW V-CAP). The University agrees to provide a voluntary check off for the UAW. A SW may discontinue the V-CAP deductions at any time upon written notification to the Union and the University Labor Relations Office. V-CAP collections will be remitted to the UAW V-CAP department monthly. The remittance listing shall be sent monthly to the UAW V-CAP department and to the Local Union and include the SW's name, NetID, amount deducted and the last date of authorization of those SWs for whom deductions have been made. The University further agrees to furnish the UAW V-CAP department and the Local Union with a monthly and year-to-date report of each SW's deductions.

## **ARTICLE 32 NO STRIKE/NO LOCKOUT**

**Section 1.** During the term of this Agreement or any extension thereof the Union, 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 SWs.

**Section 2.** 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.

**Section 3.** In the event that any unit member violates the provisions of Section 1, the Union shall as soon as practicable, inform such unit member(s) through all reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other



violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

**Section 4.** During the term of this Agreement, or any extension thereof, the University agrees that it will not lock out any of the unit members covered by this Agreement.

**ARTICLE 33  
SEVERABILITY**

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**

This Agreement shall be in full force and effect from July 1, 2020 or the date of ratification, whichever is later, 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; provided, however, that where neither party gives such sixty (60) calendar day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter.

IN WITNESS WHEREOF the parties hereto affix their signatures by their duly authorized representatives

For HGSU-UAW

For Harvard University

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Date:

**APPENDIX A**

**NOTICE OF RIGHT TO UNION REPRESENTATION UNDER ARTICLE 7, NON-DISCRIMINATION AND HARASSMENT, AND ABUSE OR INTIMIDATION**

The Harvard Graduate Students Union-UAW Local 5118 and the University share a commitment to an inclusive campus community free of any form of discrimination or harassment. The union contract with the University, Article 7, Non-Discrimination, Harassment and Abuse or Intimidation ensures that student workers have the option of pursuing the following avenues of recourse in instances of discrimination, harassment or retaliation:

- The Grievance Procedure in the contract between the Union and the University in cases of discrimination on the basis of union activity or cases of workplace retaliation;
- The procedures administered by the University and its Title IX Office and Office of Dispute Resolution (ODR);
- State and Federal offices that handle complaints about discrimination, harassment, and retaliation.

You have the right to a Union representative when pursuing a complaint of any kind under Article 7 Non-Discrimination, Harassment and Abuse or Intimidation at the University or at any State or Federal agencies:

- A union representative can advocate on your behalf, including advocating for appropriate interim measures such as workplace or schedule changes, no-contact orders or other accommodations.
- A union representative can provide experience, support, and help navigating systems that otherwise can seem complex and confusing.
- The Title IX Office's and ODR's roles are investigatory and do not represent either the Complainant or the Respondent.

If you have experienced discrimination, harassment and/or retaliation, we encourage you to seek help from the Union.

For assistance from your Union, contact a trained member of our grievance committee confidentially at [E-mail Address]. You can also find a list of resources for help on our website at [URL].

## **APPENDIX B**

### **DUES CHECK-OFF AUTHORIZATION**

I hereby authorize and direct Harvard University (“the University”) to deduct from my earnings—and to transmit to the Harvard Graduate Students Union-UAW Local 5118 (“HGSU-UAW”)—dues in the amount established or revised by HGSU-UAW in accordance with its constitution and/or bylaws. If for any reason the University fails to make a deduction, I authorize the University to make such deduction in a subsequent payroll period. HGSU-UAW is authorized to deposit this authorization with the University, and is authorized to redeposit this authorization with the University if my employment terminates and I am later rehired.

This authorization is entirely voluntary on my part, and shall be irrevocable and automatically renewed every year for successive periods of one year each or for the duration of each succeeding collective bargaining agreement between the University and HGSU-UAW, whichever shall be shorter, unless revoked by me by signed notice sent to the University and

HGSU-UAW, and received by them not more than 20 days and not less than 10 days before the expiration of each period.

## **SIDE LETTER TO BE ATTACHED TO THE AGREEMENT**

### **HOUSING**

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

## **SIDE LETTER TO BE ATTACHED TO THE AGREEMENT**

### **NON-DISCRIMINATION AND HARASSMENT WORKING GROUPS**

- A. Title IX Advisory Committee:** The University's Title IX Policy Review Advisory Committee provides recommendations on how the University Policy on Sexual and Gender-Based Harassment is working and whether modifications to the policy should be made. Within three (3) months of ratification of the Agreement, the Union shall select two (2) of the four (4) student representatives who serve on that Advisory Committee. The SW appointed should be willing to serve for two (2) years but will not be required to do so.
- B. University Working Groups.** It is the intent of the University to establish University-wide policies and procedures to deal with other forms of discrimination besides sexual and gender-based harassment, including but not limited to race and ethnicity discrimination, and abusive and intimidating behavior.
1. Within three (3) months of the ratification of this Agreement, the University shall establish two University-wide Working Groups (Non-discrimination Policy Working Group and Anti-bullying Policy Working Group) with representatives from various constituencies, including the HGSU-UAW, to recommend a University-wide policy and procedures to address:
    - a. Complaints about forms of prohibited discrimination other than sexual and gender-based harassment and suggest procedures by which such complaints will be investigated and resolved, and
    - b. Complaints about misconduct that do not constitute policy violations on sexual and gender-based harassment or other forms of prohibited discrimination but which nonetheless may be abusive and/or intimidating to SWs and other members of the Harvard community.

2. Two (2) SWs selected by the Union shall serve on each Working Group. Any SW appointed should be willing to serve for two (2) years but will not be required to do so.
  
3. The Working Groups shall make recommendations for the establishment of such-policies and procedures. The parties agree that any such recommendations regarding policies and procedures will include, at a minimum, a final appeals panel of impartial and unbiased members similar to that provided by the ODR Procedures for Handling Complaints Involving Students Pursuant to the Sexual and Gender-Based Harassment Policy.
  
4. The University in its discretion may decide to combine the two Working Groups identified in Section 1 of this Side Letter, in which case four (4) SWs selected by the Union shall serve on such a combined Working Group.

**SIDE LETTER TO BE ATTACHED TO THE AGREEMENT**

**ADDITIONAL TEMPORARY PRIVATE SPACE**

Following ratification of the Agreement, the University and the Union will explore where additional temporary private space can be provided to SWs for them to address personal issues during work time. The University shall determine the location of such places with input from the Union within the first six months following ratification of the Agreement and will publish such locations in a mutually agreeable place.

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