

**UNIVERSITY COMPREHENSIVE PACKAGE ON ALL OPEN ITEMS PRESENTED TO THE HGSU-UAW ON AUGUST 18, 2021**

**THIS IS OFFERED AS A COMPREHENSIVE PACKAGE ONLY.**

- a. **Changes from the University’s 8-5-21 package are indicated in yellow. Should this package proposal not be accepted in total, the concessions and revisions in this package --as well as the previous concessions and revisions made in the University’s August 5 package which are reiterated here but not highlighted-- may be withdrawn and the University’s position on all such items in these articles may revert to the state of the University’s proposals on June 30, 2021.**
- b. **NOTE: All provisions would take effect September 1, 2021 or upon ratification, whichever comes last.**
- c. **Except for the items below, all other proposals from either party shall be withdrawn.**

**SUMMARY OF PACKAGE**

<b>Article 20</b>	<b>COMPENSATION</b>	
	Revised proposal for 8-18-21 as part of this package	See. p.4
<b>BENEFITS</b>	Revised proposal for 8-18-21 as part of package for these articles:	
<b>Article 21</b>	<b>HEALTH AND DENTAL INSURANCE</b>	
<b>Article 22</b>	<b>CHILD CARE FUND</b>	
<b>Article 28</b>	<b>EMERGENCY GRANT</b>	See p.10
<b>Article 13</b>	<b>INTERNATIONAL STUDENT WORKERS RIGHTS</b>	
	Revised proposal for 8-18-21 as part of this package	See p.12

<b>Article 24</b>	<b>LEAVE PROVISIONS</b> As presented in 8-5-21 package	<b>See p. 15</b>
<b>Article 26</b>	<b>PARKING AND TRANSIT</b> As presented in 8-5-21 package	<b>See p.17</b>
<b>Article 11</b>	<b>TRAINING</b> Revised proposal for 8-18-21 as part of this package.	<b>See p.19</b>
<b>Article 18</b>	<b>UNION ACCESS AND RIGHTS</b> As presented in 8-5-21 package	<b>See p.20</b>
<b>Article 3</b>	<b>EMPLOYMENT APPOINTMENT LETTER</b> No changes. As proposed by the University on May 25.	<b>See p.24</b>
<b>Article 7</b>	<b>NON-DISCRIMINATION, HARASSMENT AND ABUSE OR INTIMIDATION</b> See Revised Proposal for 8-18-21 as part of this package	<b>See p.26</b>
<b>Article 8</b>	<b>ACADEMIC RETALIATION</b> No changes. As proposed by the University on June 8.	<b>See p.34</b>
<b>Article 9</b>	<b>INTELLECTUAL PROPERTY, SCHOLARLY AND RESEARCH MISCONDUCT</b> No changes. As proposed by the University on June 8.	<b>See p.35</b>
<b>Article 10</b>	<b>HEALTH AND SAFETY</b>	

**No changes.** As proposed by the University on May 24.

**See p.36**

**Article 31 UNION SECURITY**

**No changes.** Status quo language; No change to current contract language.

Reject Union/agency shop

**APPENDIX A** Will continue in the new Agreement

**APPENDIX B** Will continue in the new Agreement

**Side letter on Housing** Will continue in the new Agreement

**Side letter on Non-Discrimination and Harassment Working Groups**

A. **Title IX Advisory Committee** Will continue in the new Agreement

B. **University Working Groups** Will NOT continue, as their work is done

**Side letter on Private Space** Will NOT continue, as their work is done

**University counter 8-18-21 as part of this package**

**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 21 were:

Life Sciences	12 months	\$40,632
Physical Sciences	12 months	\$39,000
Other	12 months	\$36,672

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

Effective upon ratification, these rates shall be increased by **2.0%**. In addition, RA 1's and 2's who are in the Life Sciences shall receive a one-time amount of **\$188**, minus appropriate state and federal taxes; RA 1's and 2's in the Physical Sciences shall receive a one-time amount of **\$220** minus state and federal taxes; and RA 1's and 2's in the Other category shall receive a one-time amount of **\$267** minus state

and federal taxes. These amounts shall not be added to their base salary or stipend. These one-time amounts for 10 month or shorter appointments for these two levels will be pro-rated accordingly. Payment of the bonus will be made as soon as possible after ratification.

These rates will increase by **2.5%** effective July 1, 2022 (FY 23) and also **2.5%** effective July 1, 2023 (FY 24).

		<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY14</b>
Life Sciences	12 months	\$40,632	41,445	42,481	43,543
Physical Sciences	12 months	\$39,000	39,780	40,775	41,794
Other	12 months	\$36,672	37,405	38,341	39,299

**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 21 was as follows:

	<b>Junior rate</b>	<b>Senior rate</b>
Teaching rate A	\$3,598	\$3,598

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

Effective upon ratification of this Agreement, Teaching Rate A will be eliminated Teaching Fellows in the School of Public Health will receive compensation commensurate with Teaching Rate B.

Teaching rate <u>B</u>	\$5058	\$5675
------------------------	--------	--------

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 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.

Effective upon ratification, these rates shall be increased by **2.0%**. In addition, all TF's or Pedagogical Fellows or CA 1's or 2's who teach a section in any School or College shall receive a one-time amount of \$27 per section minus appropriate state and federal taxes. This amount shall not be added to their base teaching rate or stipend.

Teaching rate C	\$10,116	\$11,350
-----------------	----------	----------

The minimum rate for any Instructional Fellow. An Instructional Fellow has primary instructional responsibilities for a course, under the supervision of a faculty member.

Effective upon ratification, these rates shall be increased by **2.0%**. In addition, all Instructional Fellows who teach a section in any School or College shall receive a one-time amount of \$53 per section minus appropriate state and

federal taxes. This amount shall not be added to their base teaching rate or stipend.

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. All of the Teaching Rates above will be increased by **2.5%** on July 1, 2022. The FY 23 teaching rates will be increased by **2.5%** on July 1, 2023.

	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>
Sr. Teaching rate B	5675	5789	5933	6082
Sr. Teaching rate C	11350	11578	11866	12164

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).

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 FY 21 and shall be paid the same for FY 22:

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

These rates will increase effective upon ratification by **2.0%**. These rates shall increase by 2.5% effective July 1, 2022 (FY 23) and also 2.5% effective July 1, 2023 (FY 24).

#### 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 or research work regardless of School will receive at least the minimum hourly rate of pay of **\$18.50** per hour effective upon ratification of this Agreement. This minimum rate will be raised to **\$19.00** per hour on July 1, 2022 and to **\$19.50** per hour on July 1, 2023.

C. Where a School has a publicized standard hourly rate of pay that exceeds \$18.00 the minimum per hour rate, the University agrees that for the life of this Agreement, such standard hourly rate will not be reduced below what it was in FY 21.

**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. In no case shall a SW be paid less frequently than on a monthly basis.

**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.

In cases of overpayment, the University will not put a registration hold on student transcripts and records while repayment is pending.

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.

**University counter 8-18-21 as part of this package**

**BENEFITS**

**Article 21     HEALTH AND DENTAL INSURANCE**

**Article 22     CHILD CARE FUND**

**Article 28     EMERGENCY GRANT**

The language of these articles will remain the same for the life of the Agreement, **except** that the University would propose raising the \$950,000 total that is currently allocated for the five funds in the Agreement (Dependent premium fund; Copay/out-of-pocket expense fund; Dental fund; Child care fund; and Emergency fund.) by **\$550,000** for FY 22 that the Union may allocate as it prefers among the five funds

Thus, the total amount of money to be allocated to the five funds will be increased from the current \$950,000 to **\$1,500,000** for FY 22.

The University is also open to discussing reallocating that **\$1,500,000** into different amounts for each fund if the Union wishes to do so.

For FY 23, the University would propose an additional sum of **\$500,000** be added to the five funds for FY 23, again to be allocated among the five funds as the Union prefers. Thus, the total amount of money to be allocated to the five funds for FY 23 would be **\$2,000,000**.

For FY 24, the University would propose an additional sum of **\$500,000** be added to the five funds for FY 24, again to be allocated among the five funds as the Union prefers. Thus, the total amount of money to be allocated to the five funds for FY 24 would be **\$2,500,000**.

Effective January 1, 2022, hourly workers who work a total of **455 hours** between July 1 and December 31 are free to access the pools during the following six months (January 1 to June 30). Hourly workers who work a total of **455 or more** between January 1 and June 30 are free to access the pools during the next six months (July 1 to December 31).

When applying for these benefits, the hourly worker must provide an attestation from their supervisor about working such hours.

**ALSO:**

Effective August 1, 2022, the University will offer a second preventative dental plan that student workers that are otherwise eligible for SHIP may select at their own cost during the open enrollment period in the spring of 2022. The annual premium for this plan will be set by the carrier and may increase from year to year. [NOTE: Currently the annual premium is \$300.]

**The University will contribute 50% of the premium for salaried Ph. D SWs who elect this new preventative plan effective August 1, 2022.**

**For those who elect the comprehensive dental plan instead, they may take the value of the 50% of the premium for the preventative plan and apply those dollars to the premium payments for the comprehensive plan.**

Under the preventative plan, the following diagnostic services will be provided:

- One complete initial oral exam, including initial dental history and charting of the teeth and supporting structures.
- Single tooth radiographs (x-rays) as needed.
- Bite wing radiographs (x-rays of the crowns of the teeth), once each six months.
- Full mouth radiographs (x-rays), seven or more films, or panoramic radiograph (x-ray) with –bite wing radiographs (x-rays), once each 60 months.
- Study models and casts used in planning treatment, once each 60 months.
- Emergency exams.
- Periodic or routine oral exams, once each six months.

Under the plan, the following preventative services will be provided:

- Routine cleaning, scaling and polishing of the teeth, once each six months.
- Fluoride treatment for *members* under age 19, once each six months.
- Space maintainers required due to premature loss of teeth for *members* under age 19.
- Sealants applied to permanent premolar and molar surfaces for *members* under age 14. *Blue Cross and Blue Shield* provides benefits for one application each 48 months for each premolar or molar surface.

**University counter 8-18-21 as part of this package**

**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. Harvard International Office shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, 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 and may be reimbursed under the International Student Worker Assistance Fund in Section 2 if the legal matter involves an immigration issue that directly affects the SW's ability to work at the University.

Additionally, HIO shall invite immigration attorneys to visit campus (Cambridge and Longwood), either **in person** or virtually, 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. International Student Worker Assistance Fund

Effective upon ratification, the University shall establish an International Student Worker Assistance Fund in the amount of **\$30,000** for each fiscal year of this Agreement. SWs who are resident or non-resident aliens for tax purposes may apply for reimbursement of immigration and legal expenses if the legal matter involves an immigration issue that directly affects the SW's ability to work at the University.

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

Unexpended funds may not be rolled over from one year to the next for the duration of this Agreement.

Section 3 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 SWs employed on an hourly basis may

also be absent for the same purposes without loss of pay if the attendance at the immigration proceeding occurs during hours when the SW is required to be working.

A SW may request additional days off from their supervisor(s), who may approve these on a discretionary basis.

Section 4. 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. This section does not preclude a School from categorizing certain work that a SW could do as only being performed on-campus. Additionally, permission to work remotely shall be reviewed periodically.

Section 5. 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 6. 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 7. The University shall maintain, until September 30, 2021 or until final recommendations are made, a University-wide Working Group with representatives from various constituencies, including at least 2 members of HGSU-UAW, to evaluate the 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. SWs who are members of the Working Group will be provided release time to attend meetings of the Group without loss of pay.

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 before the dissolution of the working group. The University will also provide these recommendations to the Union.

Section 9      Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University shall not disclose any SW's immigration information or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any government entity.

\*\*\*\*\*

**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, **partner, immediate or chosen family member**, 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.

**A SW shall not be precluded from being appointed to a position comparable to the position they held before their leave solely because the SW took a leave under this section.**

**Section 3.** Bereavement leave

All SWs 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. **In circumstances of logistical difficulty or severe emotional distress or religious observance, a longer paid absence (up to seven (7) days) may be appropriate. Such requests will not be unreasonably denied.**

For the purpose of this policy only, immediate family includes: the SW's spouse **or partner**, children (including stepchildren), grandchildren, children-in-law, parents (including step-parents), grandparents, parents in-law, siblings, (including step siblings) and siblings-in law, **chosen family members**, 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 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), with the exception of 1C, which may be available to SWs for months in which SWs do not use 1A or 1B.

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 are eligible for a bicycle benefit on the same basis and under the same terms and conditions as that offered to staff employees, except SWs are not required to be active employees through the submission deadlines in order to receive this benefit, but they are required to be active students through the submission deadlines.
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 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.

## University proposal

8-18-21 as part of this package

### 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 and shall, correspondingly, be listed among other work duties on the SW's appointment letter(s) to the extent such trainings are known at the time of the issuance of such letters.

**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.** For these trainings, the University will determine the content and delivery of the trainings. The Union-Management committee may make recommendations to the University to address other 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.

#### **Section 5. Anti-bias Trainings**

In keeping with the University's commitment to combatting racism, at least once for the duration of this contract, SWs and their faculty or staff supervisors are encouraged to avail themselves of the existing training courses and others that may be developed that address how to recognize and combat racism, ableism, bias, discrimination and harassment.

For these courses and any other trainings, the University will determine the content and delivery of such courses and trainings **and will decide upon the faculty and other professionals who will develop such courses and training. The University in its discretion may also appoint graduate students to assist in such course or training development. Such work is voluntary.** However, the Union-Management Committee (UMC) shall be provided the opportunity to review the current training courses and give feedback on the content and delivery of the current and future training options. Such feedback will be considered in good faith by the University. The UMC shall meet within 90 days after ratification to discuss existing training courses, possible refinements to those courses and suggestions for additional courses and related contract implementation issues.

University proposal

8-18-21 as part of this package

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 **for all pay codes.** 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 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 release time to investigate, present and process grievances on University property during regular working hours without suffering a loss of pay.

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

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. Orientation

**A. Notice.** To allow the Union time to address current and potential SWs, the University will provide the Union one week advance notice of any orientation(s):

- a. for incoming PhD students
- b. pertaining to bargaining unit positions at a School, Department, Program or other employing unit

The parties will draft a template notice that the University shall provide to Schools, Departments, Programs and other employing units on a semester basis (see Appendix \_\_\_).

The Union-Management Committee will work in good-faith to create a list of such orientations for current and potential SWs. The list will be reviewed and updated on at least a yearly basis.

**B.** The Union shall be provided up to thirty (30) minutes included within the orientation schedule or program. The Union shall promptly notify the University as to whether it wishes to use such time.

If, for any reason, the Union is not scheduled for an orientation time-slot with adequate notice, the relevant employing unit shall convene an additional union orientation session for their current and potential SWs during the semester.

**C. Materials.** The Union is free to distribute a packet of Union materials at orientations. The University will include union materials (see Appendix XXX) in informational packet(s), if any, to incoming graduate students eligible for bargaining unit employment and alongside the appointment letter for other SWs.

**Section 7.** The University agrees to furnish conference and/or meeting rooms (physical and virtual) 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 Schools, Departments, Programs, Institutes, and Centers 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 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 prior to the commencement of the SW's work.

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.

An example appointment letter is provided in Appendix XX, the use of which shall be optional by departments.

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

1. Employment appointment title(s).
2. Effective starting date of the employment appointment and, if known, the termination date for the appointment.
3. The Employment unit contact and the faculty member(s) or the supervisor(s) to whom the SW will report.
4. 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 but not limited to: 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 and other duties as assigned.
5. For research appointments, a brief description of the required research or lab duties, including but not limited to: writing code, performing experiments, maintaining equipment, teaching and mentoring lab members and other duties as assigned. If known at the time of the employment appointment letter, any scheduled meetings or trainings; and procedures for evaluation, if any.
6. For all other employment appointments, a brief description of required duties; including required meetings and trainings; and procedures for evaluation, if any.
7. Work location (i.e. which campus and, if known, building and room). For appointments where a remote work assignment has been approved prior to the commencement of work, the work location shall be listed as "remote."



8. 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 and the estimated average number of hours expected per week.
9. Pay classification as described in Article 2, Titles and Classifications.
10. Amount of compensation or hourly pay rate.
11. Benefits related to this employment appointment, if different from those described elsewhere in this contract.
12. Response requirements, if any.
13. A statement that the position is covered by this collective bargaining agreement and a link to this Agreement.
15. 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, either in paper format or a format where the Form can be completed and submitted to the University electronically, as set forth in Article 18, Union Access and Rights.

**University proposal**

**8-18-21- as part of this package**

**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 conditions, gender identity, gender expression, 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 Harassment and Other Sexual Misconduct and Abusive or Intimidating Behavior**

**A. Sexual Harassment and Other Sexual Misconduct**

Consistent with the University's policies on sexual harassment and other sexual misconduct 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, including sexual orientation, or gender identity or expression, excluded from participation in, denied the benefits of, or subjected to discrimination in any University program or activity. Sexual harassment, including sexual violence, is a form of sex-discrimination in that it denies an individual's equal access to the University's programs or activities.

1. Sexual harassment is unwelcome conduct of a sexual nature on the basis of sex, including sexual orientation and gender identity. Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity, that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the

provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo); 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; or (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education or work programs or activities; or (3) sexual assault, dating violence, domestic violence, and stalking.

The University is completing the development of an updated definition of consent based on the Title IX Advisory Committee's recommendations. Until the University has enacted this update, consent is defined in the University's Interim Title IX Sexual Harassment Policy and Interim Other Sexual Misconduct Policy.

2. Other sexual misconduct is unwelcome conduct on the basis of sex, including sexual orientation and gender identity or expression. Other sexual misconduct includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity or expression, that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo), which may occur whether a person resists and suffers the threatened harm or the person submits and avoids the threatened harm; or (2) unwelcome conduct determined by a reasonable person to be so severe, persistent, or pervasive that it effectively denies a person access to the University's education or work programs or activities (hostile environment).

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.

### **Section 3. Sexual Harassment and Other Sexual Misconduct Training.**

1. It is the policy of the University to provide educational, preventative and training programs regarding sexual and other sexual misconduct; to encourage reporting of incidents; to prevent incidents of other sexual misconduct 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.

2. Consistent with current policy, all faculty, staff and students are required to take on-line training in sexual harassment and other sexual misconduct 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 (including the ability to pursue a resolution through the Department of Education Office of Civil Rights), right to Union representation and contact information for the union.

E. SWs may consult with advisors of their choice, including an attorney, at any point in the formal/informal University resolution process. The University will notify SWs that they may consult with advisors (including an attorney), and the names of potential advisors (including attorneys). SWs have the right to have an advisor or attorney present in conversations with investigators.

-

F. 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 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 Resource Coordinators or staff or any other University officials to accept informal resolution of their complaint or supportive measures, in place of filing a formal complaint. Pressure to accept informal resolution may include (but is not limited to) telling the SW they will not win a formal resolution, providing misinformation about the formal resolution process, and telling the complainant that the resolution process will harm the academic opportunities of the respondent. Discussing in good faith the pros and cons of various approaches shall not be considered pressure to accept informal resolution. 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 for Claims of Sexual Harassment and Other Sexual Misconduct

1. Complaints by SWs regarding sexual and gender-based harassment in employment shall be processed in accordance with the University's Interim Title IX Sexual Harassment Policy that addresses sexual conduct that falls within the parameters of Title IX and occurred after August 14, 2020; the Interim Other Sexual Misconduct Policy that addresses sexual conduct that falls outside the jurisdiction of the Interim Title IX Sexual Harassment Policy and occurred on or after August 14, 2020; the Sexual and Gender-based Harassment Policy that address sexual harassment and other sexual misconduct occurring before August 14, 2020 and after September 1, 2014 and other applicable University policies and related procedures, all of which may be amended from time to time by the University. The policies and procedures can be found on the Office of Gender Equity website; <https://oge.harvard.edu/policies-procedures> These policies also provide definitions for terms such as Sexual Harassment, Other Sexual Misconduct and Consent
2. The University encourages any SW to contact one of the School or Unit Title IX Resource Coordinators, or the Office of Gender Equity or ODR staff about any incidents of possible sexual harassment or other sexual misconduct 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.

3. SWs may file formal complaints or seek informal resolution of violations of the University's policies on sexual harassment or other sexual misconduct 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. Such claims shall not be processed under Article 6, Grievance and Arbitration.
4. Both the respondent and the complainant may appeal any final decision of the Investigative Team under the Sexual and Gender-Based Harassment Policy or the Interim Other Sexual Misconduct Policy or Hearing Panel's determination regarding responsibility under the Interim Title IX Sexual Harassment Policy or Interim Other Sexual Misconduct Policy (the latter in the case of consolidated allegations) to the Office for Gender Equity within one week of the date of the notice of dismissal or the determination. The Office of Gender Equity will assign the appeal to a panel drawn from a pool of trained faculty and administrators. All members of the appeals pool receive trauma-informed training from the Director of the Office of Dispute Resolution or designee, including training on the nature of sexual harassment or other sexual misconduct ~~or~~ 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 University Title IX Coordinator 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.

5. Grounds for appeal shall be:
  - a. A procedural irregularity that affected the outcome of the decision;
  - b. The appellant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made and that could affect the determination;
  - c. The University Title IX Coordinator, School or unit Title IX Resource Coordinator, Investigative Team or Hearing Panel had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome of the matter; or
  - d. On the record as a whole, no reasonable Hearing Panel or Investigative Team could have reached the same determination regarding responsibility.

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

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

1. Complaints about other forms of discrimination or about abusive or intimidating behavior shall be processed in accordance with the University policy and procedures governing such claims. If a SW has an allegation and/or allegations of harassment or discrimination or abusive or intimidating behavior that are not covered, in part or in whole, by the Interim Title IX policy, the Interim Other Sexual Misconduct Policy, or the Sexual and Gender-based Harassment Policy, they may pursue such claims in accordance with the University policy and procedures as may be amended from time to time.
2. The University is completing the development of the university-wide policy and procedures for addressing such claims. Such policy is expected to be completed and implemented in the 2021-22 academic year. Such policy will have an appeals process whenever a claim of discrimination or abusive or intimidating behavior is dismissed. In cases where a complaint has been dismissed under the University policy, the decision of any appeals panel or other appeals process that is established by the policy shall be the final decision.
3. Until the University has enacted the university-wide policy and procedures for such forms of discrimination and abusive or intimidating behavior, a SW may direct such claims to their Dean of Students or designee who will investigate such claims in accordance with local School policies and procedures.

4. Such claims shall not be processed under Article 6, Grievance and Arbitration.

E. Supportive measures. Supportive measures are individualized supports to help those who may have experienced incidents of sexual harassment or other sexual misconduct, participate in campus life at Harvard and continue with their work or studies. Supportive measures may be implemented at any time, including but not limited to during the pendency of a formal complaint investigation. During the processing of complaints of any harassment and/or discrimination defined in Section 1, the University shall promptly provide, as appropriate, supportive measures to individuals involved in a formal complaint. Possible supportive 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 harassment or other sexual misconduct 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. 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. University and department-level records should accurately reflect SW pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department.

**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 SWs with disabilities 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 maintain a central website with the location and hours of all known prayer spaces on campus.

**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**

**Working off Union proposal**

**Section 1.** The University shall not retaliate against a SW in an academic form for exercising a right under this Agreement or participating in any investigation or proceeding arising under this Agreement-Academic retaliation can target grades, academic assessments, recommendation letters, or the denial of some academic opportunity.

**Section 2.** Claims of academic retaliation may not be processed through the standard Grievance and Arbitration provisions of this Agreement. Each School has such a local policy and procedure in place for handling academic retaliation matters, and the Union will be provided with a copy of these policies. Accordingly, a SW with a claim of academic retaliation may pursue such a claim through the applicable internal school policy and procedures.

**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.

## University proposal

6-8-21

### 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. There is one University-wide policy on Intellectual Property at Harvard (“Statement of Policy in Regard to Intellectual Policy”), which applies to all faculty, students, and staff. Scholarly and research misconduct policies at Harvard are School-based. Issues and disputes arising under such policies are not subject to the Grievance and Arbitration provisions of this Agreement. Complaints regarding intellectual property or scholarly and research misconduct are processed in accordance with University or School policies and related procedures, which may be amended from time to time by the University or the School. 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 changes to the University’s Statement of Policy in Regard to Intellectual Property and any University-wide Research Integrity/Misconduct policies. The current Intellectual Property Policy and all current Scholarly and Research Misconduct policies from the Schools are posted on the website of the Office of the Vice Provost for Research ([vpr.harvard.edu](http://vpr.harvard.edu))

The University will ensure that any School’s Scholarly and Research Misconduct Policy makes it clear as to how disputes or reporting matters are processed under their policy.

The University will ensure that by September 1, 2021, 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.** The University will maintain a reasonable “plain-language” summary of the University’s “Statement of Policy in Regard to Intellectual Property” on an appropriate website with notice to the Union as to its location. The Union is also free to post the plain language summary on its own web site. The Intellectual Property Policy summary is only for general guidance and does not serve as a substitute for the actual Policy itself; in all cases, the language of the Policy itself will govern. Any SW with a question about the plain-language summary or the policy itself or with a question or concern about an invention or a copyright issue may contact the Office of Technology Development ([otd@harvard.edu](mailto:otd@harvard.edu)). Additional information as to how Harvard protects and commercializes Intellectual Property can be found on the OTD website. ([otd.harvard.edu](http://otd.harvard.edu))

## University proposal

5-24-21

### Working off last Union proposal

#### 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. No SW will be required to act, nor will any SW act, in a manner which constitutes an unnecessary health or safety hazard. 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, other than local remote home locations, 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 will receive this information as soon as possible and no later than 14 days before travel dates. 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, including how to access or obtain these resources in the location 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.

The nature of these evaluations will be determined based on the work location (i.e. remote or on campus), as agreed upon by the SW and supervisor or employing unit. While these are normally campus-based work station evaluations, a SW may request that Environmental Health & Safety (EH & S) conduct a virtual ergonomic review, and such request will be granted, consistent with EH & S and school policies and practices.

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 consider the recommendations in good faith and will make reasonable efforts to implement those recommendations that are approved by local program administrators, which, if necessary, will include reimbursing a SW to implement approved recommendations to the workplace. A SW will not be reimbursed for implementation recommendations that the local program administrators did not previously approve. 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. Accordingly, 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 as a health and safety committee 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. Such meetings shall not constitute nor be used for the purpose of negotiations or discussions of any active grievance.

The University shall endeavor to have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings.-

While the parties agree that workplace health and safety include concerns regarding mental health and may implicate racial justice issues, the parties recognize that such issues are also being discussed, and will continue to be discussed, on a University-wide basis during the life of this Agreement and may result in specific recommendations for change and accordingly are beyond the health and safety committee's authority to resolve.

**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. The University shall respond to reports within 30 days, either by confirming receipt of the report or by describing any corrective action(s).