

***Detailed Summary – Tentative Agreement  
HUCTW and Harvard University  
July 1, 2010 – June 30, 2012***

HUCTW and the University have reached a tentative agreement on terms of a new contract to run for two years beginning July 1, 2010. All significant changes and new policies are described below, with specific contract language *in italics*. A ratification vote is scheduled for Thursday, July 22.

**Salary Increases**

- The tentative Agreement includes salary increases for all HUCTW members in each of the next two years.
- For the first year, the tentative Agreement calls for a \$1,000 increase in annual base salary for each full-time staff member effective July 1, 2010.
- The \$1,000 first-year increase will be pro-rated for staff members working fewer than 35 hours per week, but not less than \$600 in any case. In other words, a staff member working 35 hours per week or more will have a \$1,000 annual increase, a staff member working 21 hours or fewer will have a \$600 increase. Staff members working between 21 and 35 hours per week will have a prorated annual increase amount between \$600 and \$1,000.
- For the second year, the tentative Agreement provides for a progression increase and a structure increase, both to be delivered on July 1, 2011. The combined effect of the July 1, 2011 increases for a typical HUCTW member will be a 3.6% raise.
- Progression increases are in a set dollar amount for each salary grade, based on 3% of the grade minimum. As a percentage of salary, a progression increase can be anywhere from 2% to 3% of current salary, depending on a staff member’s position within the grade. One year of Harvard service is required for progression increase eligibility. The average member with at least a year of service will receive a progression increase equal to 2.6% of salary.
- The structure increase on July 1, 2011 will be 1%.

	<b>Progression</b>	<b>Structure</b>	<b>Typical Member Total</b>
<b>July 1, 2010</b>		\$1,000	\$1,000
<b>July 1, 2011</b>	2.6%	1.0%	3.6%

- On July 1, 2010, the minimums and maximums of all salary grades will increase by 2%. On July 1, 2011, the minimums and maximums of all salary grades will increase by 2.75%.
- Shift differential rates for staff who are regularly scheduled to work evening, night, and weekend hours will be as follows:

- Effective July 1, 2010: \$1.35/hr
- Effective July 1, 2011: \$1.40/hr
- A draft salary table for the year beginning July 1, 2010, showing estimated grade minimums and maximums as well as progression amounts, is available here: [http://www.huctw.org/negotiations/2010\\_contract/salary\\_table.pdf](http://www.huctw.org/negotiations/2010_contract/salary_table.pdf)

## **Extra Personal Day**

- All staff members will be awarded one extra personal day (in addition to the regular three per calendar year) to be used between July 1, 2010 and June 30, 2011.

## **Joint Funds**

- Funding for jointly administered programs (Child Care Fellowships, Education Fund, Joint Work Security Committee, Transportation Fund, Joint Activity and Training Fund, Supplemental Fund) is set at a total amount of \$1,737,000 for the year beginning July 1, 2010. The total funding amount will increase to \$1,789,000 for the year beginning July 1, 2011.
- *The Union and the University have agreed to the creation and maintenance of a number of jointly administered funds supporting particular workforce needs. These funds are the HUCTW Childcare Fellowship, HUCTW Education Fund, Joint Activity and Training Fund, Transportation Fund, Joint Work Security Committee funding, and a Supplemental Fund. Due to the potential for fluctuations in the demand and utilization of these funds, a joint HUCTW-University group will meet semiannually to review the administration of the funds. The joint group will be composed of Union leaders and fund coordinators along with managers from Labor Relations and finance, and its discussions will focus on trends in utilization. The joint group will have the authority to reallocate funding based on changes in the demand for particular programs.*

## **Grade 56 and the Bargaining Unit**

- Overtime-eligible jobs in Grade 56 will be included in HUCTW.
- *The definition of the Unit...is as follows: All full-time and regular part-time clerical and technical (including service) employees (who work at least 17 ½ hours per week) who have been classified to be in grades 47U – 56U, and who work in Massachusetts, excluding ... those positions which are appropriately classified as exempt under the Fair Labor Standards Act. (The rest of the section remains unchanged.)*

- The Union and University commit to a review of the use of Fair Labor Standards Act “exemptions,” to be initiated in the Joint Committee on the Bargaining Unit (JCBU).
- *As a primary area of focus in the year beginning July 1, 2010, the JCBU will begin to review the application of exemptions under the Fair Labor Standards Act. Initially, the Committee will examine the use of exemptions by reviewing job postings on a regular basis, and flagging any postings on which questions are raised for further review to be carried out by the University.*
- *In the event that the JCBU cannot reach consensus on the bargaining unit status of a particular position, it may request the assistance of a mediator acceptable to both parties to the Agreement. The objective of the mediator will be to seek a fair and equitable solution. The mediator may make recommendations for the resolution of the problem and, if a consensus is not reached, will make a final decision. The decision of the mediator shall not be contrary to the rights of either party under the National Labor Relations Act. (The rest of the section remains unchanged.)*

## Layoffs

- Revised language clarifies the importance of union-management discussions prior to layoff decisions and emphasizes length of service as a factor in layoff decisions.
- *Harvard employees play an indispensable role in the work of the University. The University recognizes each employee as an integral and valued member of the Harvard community and has a commitment to provide stable and secure jobs within that community. The University and Union acknowledge the importance of developing and maintaining a working relationship that encourages ongoing, thoughtful conversations about operational priorities. Job elimination should not be viewed as a common practice in departmental reorganizations or other administrative changes, and every effort should be made to ensure the security of employment. In cases when the University is required to make layoff decisions, length of service shall be the deciding factor absent demonstrable differences in job function, qualifications, abilities, and documented performance. The University’s basic right to lay off or eliminate jobs is recognized.*

### **Union-Management Discussions**

- *When considering a layoff or possible job elimination, a unit will notify HUCTW of the need to discuss the contemplated changes. The consultation process is one of mutual respect and participation, and both parties are expected to make a good faith effort to ensure confidentiality and to use the information disclosed to each other judiciously. During the discussion period, HUCTW may ask management to provide certain pieces of information that could be helpful in evaluating alternatives to layoffs. HUCTW and the affected employee groups will together have an opportunity to fully review the reasoning, as well as to offer alternative ways of accomplishing the desired operational objectives. In any event, layoff*

*notification to an affected employee will be made in the first instance solely by the local human resources office and/or supervisor.*

### **Guiding Principles**

- *The University and the Union will keep the following guiding principles in mind when considering layoffs.*
  - *It is not appropriate to use a layoff / job elimination as a substitute for performance management or as a pretext for discharge or the elimination of an HUCTW bargaining unit job.*
  - *Every effort should be made to ensure the security of employment. To that end, the University and Union encourage the use of attrition and voluntary layoffs in place of job elimination where possible.*
  - *With a goal of preserving continued HUCTW staff employment, use of LHT and temp workers will be reviewed by the Union and the University prior to the elimination of any HUCTW position.*

## **Term Jobs**

- *New language clarifies standards for the use of term positions and commits the parties to a joint process for review and resolution of disputed term job designations.*
- *Term employees who are on the regular support staff payroll and are hired for a specified period of time exceeding three months when the job is posted, are part of the bargaining unit. Term employee status should not continue beyond two years, and should be limited to situations where departments have a legitimate temporary staffing need. To be considered a term job, a position must be officially coded as such in University information systems. Harvard will provide HUCTW with a list of all term positions on a regular basis.*
- *In acknowledgment of potential disagreement between the parties over the appropriate designation of a term job, HUCTW and the University agree to review and resolve any and all such disputes. Expedited mediation to conclusion, as established in Article I for the parties' problem-solving process, shall be available for any unresolved disputes about the appropriateness of term position designations.*
- *Legitimate temporary staffing needs include positions with external funding or project work with a clearly-defined and time-bounded scope.*

## **Article I and Employee Participation**

- *Article I of the Agreement is extensively revised so that HUCTW and the University express more strongly a shared commitment to meaningful employee participation at the school, department, or working group level through joint councils and other participatory structures.*
- *For the full text of the revised Article I, please go to this link:*  
[http://www.huctw.org/negotiations/2010\\_contract/article\\_1.pdf](http://www.huctw.org/negotiations/2010_contract/article_1.pdf)

## Benefits

- *HUCTW and the University share a commitment to the development of mutually-beneficial programs. In particular, we are optimistic about the potential for increasing participation in tax-advantaged programs, through education and by making improvements in the administration of those programs. To that end, the parties will continue to explore the possibility of mutually-beneficial changes in the administration of the Medical Flexible Spending Account and Tax-Deferred Account programs.*
- *The University and the Union will select a new Qualified Default Investment Alternative (QDIA) within a timeframe to be determined by the University's Benefits Services Group (BSG).*