

Harvard University – HUCTW Negotiations October 1, 2022 – June 30, 2026 Agreement

Harvard Union of Clerical and Technical Workers (“HUCTW”) and Harvard University (“University”) agree to renew their Agreement for a period of **45 months (October 1, 2022 – June 30, 2026)** based upon the changes set forth below.

The parties agree as follows:

1.) Duration - Agreement Article XVIII

“The provisions of the Agreement will be effective upon ratification and will continue through **June 30, 2026.**”

2.) Health Care Group – Agreement, Article X

On an ongoing basis, the Health Care Group will review data concerning:

- The trend in Harvard’s total active plan health care expenditures in recent years;
- The sharing of health care costs between the University and employees, as well as the distribution of employee costs among groups at different income levels; and
- Trends in medical claims among the HUCTW membership.

The Health Care Group will be charged with discussing and resolving the following questions and issues:

- Active plan copayments and deductibles;
- The premium-sharing system that provides for varying premium contribution percentages for employees at different levels of Harvard pay, including consideration of systematic adjustment of the pay thresholds;
- Annual review of the methodology used to set new premium rates and analysis of any surplus or deficit in the University’s health premium accounts; and
- Exploration of potential union-management projects to reduce total health care cost through health promotion and education about health care choices, as well as the question of how the benefits of any resulting cost reduction will be shared between the University and employees.
- **Paid medical leave(s), including but not limited to discussion of the informational materials and instructions, reimbursement rates and the rationale behind them, and which type of leave is applied in a given situation**
- Commitment of ongoing Harvard-HUCTW collaborative efforts to reduce medical spending and improve patient experience.
- Responsibility to discuss and resolve problems that arise related to the administration of the Copayment Reimbursement Plan.

- **Review and revise the Personnel Manual language in APPEAL PROCEDURES section.**

If the Health Care Group encounters difficulty in arriving at a resolution to any of the above- named issues, it may decide to make use of a Fact-Finding Process, in which a mutually-agreeable, neutral expert will hear perspectives and proposals from the parties and make specific commendations.

Health Care Group - Personnel Manual, page 17

BENEFITS ENROLLMENT AND APPEAL

BENEFITS ENROLLMENT

To be covered by the available benefit plans, employees must fill out the necessary forms:

1. A benefits package is mailed to the employee at their home address. If the employee does not receive a package within their first week of employment, they should contact the Benefits Office.
2. Employees must select and enroll in the plan of their choice within 30 calendar days of their date of hire. Most plans have a limited enrollment period.
3. Individuals failing to enroll in health plans will be charged directly for any services rendered at University Health Services.

An employee who believes **they have** been adversely affected by a misinterpretation or misapplication of the provision(s) of a University benefit plan may request a review by the University Benefits Committee. The request for review should be submitted to the Director of Benefit Programs for appropriate handling.

3.) Shift Differential

Personnel Manual, pages 32-33

SHIFT DIFFERENTIAL

Where an employee is regularly required to work **more than one full hour outside the hours of 8:00 a.m. (i.e. starting at 6:59 a.m. or earlier) to 5:00 pm (i.e. working until 6:01 p.m. or later)** a shift differential is appropriate. Shift differential for part of a regular shift is also appropriate. To receive differential pay, the employee must work at least **one** full hour of the higher paid shift. For example, if someone is regularly scheduled to work a Tuesday through Saturday slot, **they** would receive the differential for the Saturday hours worked; someone who is scheduled to work a 3:00 p.m. - 11:00 p.m. shift would receive the differential for the hours worked after 5:00 pm; **someone who is scheduled to work 5:00 a.m. – 1:00 p.m. would receive the differential for the hours worked before 8:00 a.m.** The premium or differential portion of the hourly rate should be identified separately from the base pay. Flexible work schedules arranged at the employee's request do not require

differential pay. Any disagreement will be resolved by the University and Union Administrators of the Agreement.

The negotiated standard is set forth in full in the Memorandum of Understanding that is annexed at the back of the Agreement; however, the key elements of the negotiated standard are as follows:

1. Where an employee has a fixed and regular schedule and is regularly required to work scheduled evening, night and/or weekend hours, shift differential is appropriate for those hours worked, or where an employee covers for fixed and regularly scheduled hours that are eligible for a shift differential. However, a shift differential is not appropriate for flexible work scheduled arranged at an employee's request.
2. A shift differential is appropriate where an employee is regularly scheduled to work more than one full hour before **8:00 a.m.** or after 5:00 p.m.
3. The differential rate is to be paid for all eligible hours worked as follows:

Upon Ratification: \$1.95/hr

July 1, 2023: \$2.00/hr

July 1, 2024: \$2.05/hr

July 1, 2025: \$2.10/hr

Agreement page 41

MEMORANDUM OF UNDERSTANDING re Shift Differential

This shall be considered a Memorandum of Understanding between Harvard University ("University") and the Harvard Union of Clerical and Technical Workers ("HUCTW") with respect to the payment of shift differentials to eligible HUCTW represented employees working at the University.

The parties have agreed to negotiate a standard to be applied in the implementation of shift differentials, where appropriate, in those schools and departments where there is not currently an existing shift differential agreement in place.

The HUCTW may also recognize an existing shift differential on an individual basis in those instances where an employee's base rate or wage effectively reflects a differential for work regularly scheduled to work **more than one full hour outside the hours of 8:00 a.m. (i.e. starting at 6:59 a.m. or earlier) to 5:00 pm (i.e. working until 6:01 p.m. or later)**. In such instances, the parties will consider documentation or other substantiation of such a claimed existing differential and will consider such existing differential in light of the standard set forth in this Memorandum of Understanding.

The parties have agreed that the negotiated standard is to be applied when conditions for a shift differential are met. The parties further recognize that extraordinary and compelling circumstances may exist that may warrant, by mutual consent, examination of a more appropriate standard at the local level.

The University and HUCTW have agreed to the following to be effective as of July 1, 2001:

Where an employee has a fixed and regular schedule and is regularly required to work **more than one full hour outside the hours of 8:00 a.m. (i.e. starting at 6:59 a.m. or earlier) to 5:00 pm (i.e. working until 6:01 p.m. or later)**, a shift differential is appropriate for those hours worked, or where an employee covers for fixed and regularly scheduled hours that are eligible for a shift differential. However, a shift differential is not appropriate for flexible work schedules arranged at an employee's request;

A shift differential is appropriate where an employee is regularly scheduled to work more than one full hour **before 8:00 a.m. and after 5:00 p.m.**

The differential rate is to be paid for all eligible hours worked as follows:

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

This Agreement shall become effective upon the signing of all parties.

4.) Individual Problem Solving

Agreement, Article I

Mediation to Final Conclusion

If the problem remains unresolved after all these efforts have been exhausted, the Union or the University may request the assistance of a mediator acceptable to both parties to the Agreement. The objective of the mediator will be to seek a fair and equitable solution which takes into account the needs of the employee and the University.

The mediator may make recommendations for the resolution of the problem and, if a consensus is still not reached, will make a final decision. However, the mediator will have no authority to make a final decision on any matter which does not involve the interpretation or application of the terms of the Agreement including the provisions of the Manual determined to be arbitrable.

The University and the Union will work closely with the mediator in this process, and all reasonable resources will be made available.

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

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

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

Personnel Manual, pages 42-43

Progressive Disciplinary Process

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

5.) Reduced Staffing and Extra Work

Extra Compensation - Personnel Manual, page 32

- 1. Extra compensation is defined as an unusual, nonrecurring, or extraordinary payment for Harvard work which falls beyond an employee's regular job assignment. When possible, managers should initiate a conversation about extra compensation when assigning extra work and the amount of extra compensation should be agreed upon. If the extra work continues beyond the expected timeline or scope, then the compensation will be reevaluated accordingly. Employees are encouraged to consult their union rep and/or HR if they have taken on extra work without extra compensation.**
- 2. Work for which extra compensation may be appropriate includes, but is not limited to:**

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

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

workweek.

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

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

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

Overtime and Compensatory Time – Personnel Manual, pages 30 -31

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

1. In calculating hours worked for overtime purposes, all hours "paid" are considered hours "worked." That is, extra hours worked in a week where a paid absence also occurs (a holiday, sick day, vacation, etc.) are compensated according to overtime policy. There is one exception: Comp time hours "paid" are not considered hours "worked."
2. Occasions may arise which necessitate unanticipated overtime work. Employees should try to accommodate such needs of the workplace, but should not be required to do so **if they are unable to accommodate the request due to a prior conflicting commitment.** If such instances become routine, the situation should be evaluated and discussed by the employee's supervisor.
3. Employees are not expected to work overtime beyond the occasions referred to in paragraph 2 (above) unless it is part of their job description, understood by them before hiring, or agreed to in the event of a reasonable need for change in the job. **Managers should communicate clearly with all employees about how much overtime might be necessary so that all parties are well informed about the expectations of a role.**
4. Refusal to work any overtime that is not part of an employee's job description will not be reflected in an employee's overall performance evaluation.
5. Some offices at Harvard regularly provide their employees with opportunities to work overtime. Where such overtime work is not specialized and calls on the generic

abilities of any of the employees in the office, all employees in that office should have equitable access to such overtime, if they so desire.

6. Ordinarily, overtime arrangements will be authorized in advance by the supervisor.
7. Harvard's workweek begins Sunday at 12:01 a.m. and ends the following Saturday at midnight. The following overtime compensation requirements apply:
 - A. *Overtime for Hours Over 40.* An employee who works over 40 hours during a particular workweek must be paid time and one-half the regular hourly rate for all hours worked over 40 hours in that workweek.
 - B. *Overtime for Hours under 40 and Use of Compensatory Time.*
An employee who works more hours than **their** regular schedule but not more than 40 hours during a particular workweek may either:
 - be paid straight time (regular hourly rate) for these additional hours,

Or

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

Other Increases, Agreement Article XI

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

NEW - Overtime and contract language changes Education for the Harvard Community

HUCTW proposes that OLER engage in an education effort to better inform Harvard departments about the legal and contractual rules regarding overtime hours. This is intended to ensure the understanding of any newly negotiated contract language in the areas of Overtime, Extra Compensation, and Extra Increases and

Bonuses.

Temporary (Temp) and Less Than Half Time (LHT) Employment - Personnel Manual, pages 10 - 12

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

Philosophy Statement

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

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

Temp, LHT and OHHCW Employment Policy

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

fiscal year with the following additional limitations:

- **The OHHCW may have hours worked in up to twelve (12) payroll weeks per fiscal year, but not more – any hours worked in the 13th week worked will be a violation; and**
 - **The OHHCW may have hours worked in up to three (3) consecutive payroll weeks within a fiscal year, but not more – any days worked in the 4th consecutive week worked will be a violation.**
4. Exceptions: The Temp policy as stated here does not apply to:
- (a) An employee hired in Temp status to fill in for a regular employee who:
 - is on short term disability;
 - is on a long term leave with a right of reinstatement;
 - is on any other negotiated leave with a right of reinstatement; or
 - is receiving approved Workers' Compensation payments.

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

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

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

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

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

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

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

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

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

exceeds 13 weeks

Remedy: If the Joint Committee on Contingent Work (JCCW) agrees upon a violation of the policy, the JCCW will notify local management and Human Resources of the violation. Management will be required to remove the Temp, LHT, or OHHCW employee from the position. The same employee may not be hired again as a Temp or LHT by the University within less than 8 months, unless the position falls under the listed exceptions. **The same OHHCW may not be hired again as a Temp, LHT or OHHCW within the fiscal year. In all cases, the department has the option to hire the employee into a regular position with benefits.**

6.) Flexibility – Agreement, Article VI

Introduction

A truly flexible work environment balances the needs of the individual and the operational needs of the work unit, department, or school. Harvard University is a diverse institution where a wide variety of activities support its teaching and research. In order to support the many diverse activities of the University, a high degree of flexibility for supervisors and for employees is required. Moreover, that flexibility fosters opportunities for creative growth, development and work life balance of the employees who support these many activities. Each employee brings to the workplace unique skills, needs, and aspirations. Staff members' needs for flexibility include but are not limited to education, dependent care (including child and eldercare), and commuting concerns. Both the University and the employee work better when it is possible to accommodate the mutual need for **flexibility using different types of arrangements including but not limited to remote and hybrid work, compressed work weeks, and other creative options.** Therefore, as the University conducts its day-to-day business, flexibility should be considered in the application of the policies in this Manual.

In order to promote flexibility in the workplace, supervisors **should** discuss with employees their need for a flexible work arrangement with early, open, and ongoing communication. Open communication about flexibility requests provides opportunities to explore ways to accomplish the work of the department while recognizing the personal styles, needs, work life balance, and career goals of each employee. **In discussions about workplace flexibility, the needs of the work unit and the individual must be balanced when making decisions about workplace flexibility, hybrid, and remote work. Members and managers alike are trusted to communicate often and openly about how to maintain productivity and a healthy work life balance in a dynamic workplace.** Requests should be considered and not unreasonably denied. **Determinations around a member's request will be based on that member's individual job responsibilities and the operational needs and objectives of the work unit, department, or school.**

If a requested flexible schedule arrangement cannot be reached between an employee and supervisor, the request will be explored further in consultation with the human resources department and HUCTW. If an agreement cannot be reached, the employee will be given a specific reason for the decision, **based on the member's individual job responsibilities and**

the operational needs and objectives of the work unit, department, or school.

Within the context of commitment to the successful operation of the local workplace, flexible arrangements and changes to **them** may be appropriate. If a proposed change to **an established** flexible arrangement will have a significant effect on any employee in the local unit, every effort will be made to review the flexible schedule arrangement to ensure that the needs of the individual and work unit are met. **Changes will not be implemented without discussion and reasonable notice. If unexpected and/or atypical needs arise, temporary changes to an established flexible schedule may be necessary. These temporary changes will be made with as much notice as feasible and with the acknowledgement that sudden schedule changes can be disruptive and difficult for an employee.**

Flexible Schedule Options

An employee with a flexible schedule works hours that differ from a traditional 9 a.m. to 5 p.m. schedule, or from the hours worked by other employees in **their her/his** department. **Managers and members are encouraged to explore the following but are not limited to the options listed below.**

Job Sharing

Typically this is an arrangement where two people fill regular part-time jobs and share the responsibilities of one regular full-time position, or one plus a fraction of a second position (e.g., each person works a total of three days per week.) When a person job shares, that person is part of a team; i.e., two people share one job and are both responsible for the satisfactory performance of the job.

Compressed Work Week

A staff member's total weekly hours may be condensed into fewer work days: for instance, rather than work a five day week, the member can work more hours per day in fewer days (e.g., a 35 hour/week employee could work four days of 8.75 hours each).

Alternative Work Week

A schedule which is different than the standard Monday through Friday work week; for instance, a work week could span different days such as Tuesday through Saturday.

Daily Flexible Schedule

An employee sets **their** own work hours, in consultation with a manager, and considering the core hours or operational needs of the work unit or department (e.g., an employee whose regular schedule is 9 a.m. to 5 p.m. may work instead 7 a.m. to 3 p.m.).

Reduced Hours/Part-Time

An employee reduces hours for a temporary or seasonal period of time, or as a permanent change (e.g., reducing to 80% from 100% FTE for a specified period of time).

Hybrid Schedule

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

on the operational needs and objectives of the unit or department.

Fully Remote Work Schedule

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

Work Redesign

In some circumstances, it may be appropriate to implement a collaborative work design effort when developing flexible schedules in a work unit, department, or school. Contact HUCTW or consult Agreement (Article I) regarding work redesign projects.

Hybrid and/or Remote Work Expenses

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

Joint Committee on Flexibility

The University and HUCTW have agreed that workplace flexibility is deeply valuable, both for the individual and for the work unit **and necessitates a dedicated joint group to carry out further exploration of workplace flexibility.**

The Joint Committee on Flexibility (JCF), composed of an equal number of Union and University representatives, will assess the current member experience across the schools with regards to flexibility, review the range of resources available and their accessibility, and augment these resources by coordinating trainings and education about flexibility, among members and supervisors.

The JCF will provide periodic recommendations to HUCTW and University leadership on the advantages of increased flexibility and strategies for promoting flexible work arrangements, upholding the idea that both the University and the member work better when it is possible to accommodate the mutual need for flexibility using the many different and creative types of arrangements outlined in this article, with the understanding that the aim is for an equitable distribution of opportunities for flexibility for all HUCTW staff, including employees with on-campus and/or fixed schedules.

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

7.) Definition of Unit – Agreement, page 1

On November 10, 1988, the National Labor Relations Board certified HUCTW as the exclusive collective-bargaining representative of the employees in the unit found to be appropriate. The definition of the Unit, as amended by the N.L.R.B. December 29, 1988, and subsequently by the parties, is as follows:

All full-time and regular part-time clerical and technical (including service ~~and guard~~) employees (who work at least 17 ½ hours per week) who have been classified to be in grades 47U- 56U, **and/or are covered by the parties' Memorandum of Agreement dated August 8, 2022, and who work in a state in which Harvard University is registered to do business and in which non-exempt employees working in those states are eligible to be on the Harvard payroll**, excluding all other employees, all students of the University (on the student payroll), employees in the existing bargaining units, confidential employees, professional employees, managerial employees, casual employees, temporary employees hired for three months or less, part-time employees who work less than 17 ½ hours per week, employees on permanent leave, guards and supervisors as defined in the National Labor Relations Act, and those positions which are appropriately classified as exempt under the Fair Labor Standards Act.

8.) TDA Auto-Enrollment – Agreement, Article VIII

PENSION PLAN AND TAX- DEFERRED ACCOUNT (TDA)

Effective July 1, 2002, Harvard implemented a new retirement program for HUCTW support staff. The new program is a defined contribution plan, funded entirely by Harvard.

Under the new defined contribution plan Harvard contributes an amount equal to a percentage of an employee's salary, which percentage is determined by the employee's age and salary. The plan is an individual investment arrangement and each participant directs how her/his contribution will be invested in the same array of funds as are available to the faculty. The University and the Union will select a new Qualified Default Investment Alternative (QDIA) within a timeframe to be determined by the University's Benefits Services Group (BSG).

The contributions made by Harvard are determined as follows: under 40 years of age and up to the social security wage base - 5%; under 40 years of age and above the social security wage base - 10%; 40 years of age and above and up to the social security wage base - 10%; and 40 years of age and above and over the social security wage base - 15%.

All HUCTW employees hired before July 1, 1996 are grandfathered in the 1989 Staff Retirement Plan, and retain the defined benefit under that plan as a minimum guarantee.

Effective July 1, 2001, HUCTW staff members hired on or after July 1, 1996 are subject to a three year vesting period and retain any vesting credit they have under the existing plans.

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

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

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

9.) Change to Enrollment Tiers for Medical, Dental and Vision Plans – Agreement add to Appendix

Enrollment tiers for Medical, Dental and Visions Plans:

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

10.) Salary Plan and Administration – Agreement, Article XI

Upon Ratification – Year 1

Implementation Bonus - paid to all members who were both hired before October 1, 2022, AND who are on the active payroll at the University upon ratification of the agreement. The calculation of this bonus will be dependent upon the structure of the pay program and similarly structured to the ratification bonus in the previous contract.

One-time Lump Sum Bonus of \$1,400 – paid to all members who are on the active payroll at the University upon ratification of the agreement.

Wage Increase

Structure

- Employees in the bargaining unit on the active payroll at the University on 10/01/2022 and upon ratification shall receive a salary (structure) increase of **4.3%**.

Progression

- Employees in the bargaining unit on the active payroll at the University on 10/01/2022 and upon ratification who have completed at least:
 - Twelve months or more of benefits eligible service as of 10/1/22 shall receive a progression increase of **\$1,000** prorated for weekly hours other than 35).
 - At least six months of benefits eligible service but less than twelve months of benefits eligible service as of 10/01/2022 shall receive a progression increase of **\$500** (prorated for weekly hours other than 35).

July 1, 2023 – Year 2

Structure

- Employees in the bargaining unit on the active payroll at the University on 7/1/2023 shall receive a salary (structure) increase of **3.15%**.

Progression

- Employees in the bargaining unit on the active payroll at the University on 7/1/2023 who have completed at least:
 - Nine months or more of benefits eligible service as of 7/1/2023 shall receive a progression increase of **\$1,050** (prorated for weekly hours other than 35).
 - At least three months of benefits eligible service but less than nine months of benefits eligible service as of 07/01/2023 shall receive a progression increase of **\$525** (prorated for weekly hours other than 35).

July 1, 2024 - Year 3

Structure

- Employees in the bargaining unit on the active payroll at the University on 7/1/2024 shall receive a salary (structure) increase of **2.2%**.

Progression

- Employees in the bargaining unit on the active payroll at the University on 7/1/2024 who have completed at least:
 - Twelve months or more of benefits eligible service as of 7/1/2024 shall receive a progression increase of **\$1,100** (prorated for weekly hours other than 35).
 - At least six months of benefits eligible service but less than twelve months of benefits eligible service as of 07/01/2024 shall receive a progression increase of **\$550** (prorated for weekly hours other than 35).

July 1, 2025 - Year 4

Structure

- Employees in the bargaining unit on the active payroll at the University on 7/1/2025 shall receive a salary (structure) increase of **2.0%**.

Progression

- Employees in the bargaining unit on the active payroll at the University on 7/1/2025 who have completed at least:
 - Twelve months or more of benefits eligible service as of 7/1/2025 shall receive a progression increase of **\$1,100** (prorated for weekly hours other than 35).
 - At least six months of benefits eligible service but less than twelve months of benefits eligible service as of 07/01/2025 shall receive a progression increase of **\$550** (prorated for weekly hours other than 35).

Salary Grade Minimums and Maximums (Grade 47 – 56):

The salary grade minimums and maximums will be adjusted as follows:

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

11.) Meal Allowance – Personnel Manual, Page 33

Amount to be paid to be adjusted to \$16 upon ratification. Effective October 1, 2024, the amount will be adjusted to \$17.

12.) Joint Funding - Side Letter

- October 1, 2022
 - **\$2,397,500 (increase 6.67%)**
- **July 1, 2023**
 - **\$3,340,517 (increase 4.5%)**
- **July 1, 2024**
 - **\$3,457,435 (increase 3.5%)**

- **July 1, 2025**
 - **\$3,569,802 (increase 3.25%)**

Year one has been adjusted for a nine-month period 10/1/22 – 6/30/22. Years two – four are for the full twelve-month period 7/1 – 6/30.

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


The University will provide a report to the Union that will help the Union determine which members will be eligible for reimbursement from the TAP Tax Fund. The University will provide the report each semester when available, typically 2 – 3 weeks after the School's add/drop period, but no later than the date of the paycheck from which the first withholding of imputed income tax will be withheld.

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

13.) Sexual Harassment – Personnel Manual, page 3 – side letter

SEXUAL HARASSMENT AND OTHER SEXUAL MISCONDUCT

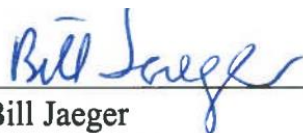
The parties will continue to meet on a regular basis to negotiate the Sexual Harassment provisions of the contract. The parties reserve any and all rights and arguments regarding the existing contract language and Title IX Law.



Paul Curran

5/11/23

Date



Bill Jaeger

5/16/23

Date