

In exchange for the Union withdrawing all other proposals not otherwise resolved, the University's last package proposal of August 31, 2021 would be modified as follows:

(Changes from last mediated supposal in yellow)

**Article 20 Compensation**

**Section 2A** Compensation for Salaried SWs

Minimum salaries will be increased as follows:

**3.0%** upon ratification, **plus 0.5% to be applied in the same across the board manner into base salaries as a one-time additional adjustment.**

**3.0%** 7-1-22 **plus 0.5% to be applied in the same across the board manner into base salaries as a one-time additional adjustment.**

3% 7-1-23

3% 7-1-24

**Section 2C** Teaching rates

Minimum teaching rates will be increased as follows:

**3.0%** upon ratification, **plus 0.5% to be applied in the same across the board manner into base salaries as a one-time additional adjustment.**

**3.00** 7-1-22 **plus 0.5% to be applied in the same across the board manner into base salaries as a one-time additional adjustment.**

3% 7-1-23

3% 7-1-24

**Section 2E** DCE rates will be increased as follows:

**3.0%** upon ratification, **plus 0.5% to be applied in the same across the board manner into base salaries as a one-time additional adjustment.**

**3.00** 7-1-22 **plus 0.5% to be applied in the same across the board manner into base salaries as a one-time additional adjustment.**

3% 7-1-23

3% 7-1-24

### Section 3

- Minimum hourly wage rate of **\$20.00** for the life of the contract, effective upon ratification
  
- **Increase to \$21.00 effective July 1, 2024**

### Benefits

1. Agree with Union proposal: **“Eligible SWs may apply for a child care grant, to be determined by the fund rules, from the Childcare Fund.”**
  
2. Effective January 1, 2022, hourly workers who work a total of 455–379 **280** 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 455–379 **280** or more between January 1 and June 30 are free to access the pools during the next six months (July 1 to December 31). **In their final six months of employment with the University a SW may access the pools during that final six month period if the University can determine that they have actually worked 280 or more hours based on pay stubs or other official records.**

**Note:** *The 280 figure is arrived at by taking into account, **for this issue only**, that the University standard of 17.5 hours a week threshold to be considered for benefits can be applied here. Thus, 17.5 hours x 16 weeks for a semester= 280 for a semester.*

## **Article 18      Union Access and Rights**

~~Section 4. The University shall allow two (2) students of the Union’s choosing, supervised by the Union, to serve as Release Time Union Representatives for the purpose of administering this Agreement. The Release Time Union Representatives shall be appointed on a semester basis and shall be classified and compensated as a TF1 appointment (2 section equivalent). The SWs appointed to these positions shall receive all benefits in accordance with this Agreement. The Union will designate the individuals selected at least sixty (60) days in advance of the first day of instruction during each semester. In the event a vacancy in a Release Time Union Representative position occurs during a semester, the University and Union will consult concerning arrangements for succession.~~

Recognizing the mutual benefit of the work done by SWs on the administration of the benefit pools, the University will provide the Union with \$22,700 **\$45,400** per fiscal year which

the Union may distribute to SWs who administer the benefit pools on behalf of the Union. In the Union's discretion, they may use some of the funds for purchase of any software or other technical tools to aid in the administration of the funds. **This amount shall increase each year according to the salaried percentage increase for that year.**

*Note: While not utilizing a binding formula and while not contract language, the University would explain that the \$22,700 **\$45,400** figure comes from utilizing the current \$5676 for teaching ~~one~~ **two courses** x 2 students who currently administer the funds for the Union times twice a year..(2 x 2 x 2)*

## **Article 7 Non-Discrimination**

Agree with Union propose definition of "caste."

**C. For purposes of this Article, the term "caste" is defined as a system of rigid social stratification characterize by hereditary status, endogamy and social barriers sanctioned by custom, law or religion, that originated in South Asia.**

## **Article 21 Health and Safety**

### Section 8. Mental Health Care

A. The Union and the University acknowledge a mutual desire to promote on-campus access to mental health resources for Student Workers.

B. The University and the Union agree to utilize at least one meeting per year of the Union-Management Committee to discuss mental health and safety. These meetings will include representation from relevant University stakeholders and an agenda will be agreed upon by the University and Union at least three (3) weeks in advance.

C. The University will provide the Union with a list of mental health resources on campus to the Union annually.

D. If the University convenes any working group with student representation to address campus-wide mental health and/or safety policies, the University will provide at least one seat on the working group to the Union.

## **Article 24. Leaves**

The following addition:

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

SWs may seek accommodations related to their employment responsibilities, including leaves of absence related to their employment responsibilities, by contacting University Disability Resources.

## **Article 7 Non-Discrimination (changes from last supposal in yellow)**

### **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, other than the exception noted below in Section 5 C.

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.

- 6. Following completion of the Appeals process by a SW, if the Union is dissatisfied with the final decision of the University and contends that it violates a provision of the collective bargaining agreement, the Union may take the matter to mediation by serving notice on the University within 15 days of the final decision of the Appeals Panel. As the parties to the mediation, the Union and University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.**

**An individual SW shall not have the right to invoke mediation.**

**Any such mediation will be between the Union and the University. Any action arising from a mediated agreement may not include remanding the matter or imposing a remedy that would make the University and parties to the underlying claim repeat the investigatory, adjudication, and appeal process. Any mediated agreement shall not impose anything on, or with respect to, the other party or parties from the underlying claim.**

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

1. If a SW has an allegation and/or allegations of harassment or discrimination in employment 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, or if a SW has an allegation of abusive or intimidating behavior in employment, they must pursue such claims in accordance with School or University policy and procedures.
2. For allegations of other forms of discrimination (besides those 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), or for allegations of abusive or intimidating behavior under this Article, and only after exhausting the School or University policy and procedures other than appeal, the SW who disagrees with a decision related to a claim of discrimination or abusive or intimidating behavior in which they are either a Claimant or Respondent may either (1) pursue an appeal through the School or University appeal procedures on any of the grounds provided for in the School or University procedures, or (2) pursue a grievance under Article 6, Grievance and Arbitration, as modified below.

3. The sole basis of the grievance under Article 6, Grievance and Arbitration, shall be whether the investigator(s) or decision-makers(s) involved in the initial determination of the claim had a conflict of interest or bias for or against the complainant(s) or respondent(s) such that a reasonable person would conclude it influenced the outcome of the claim to the detriment of the SW. The arbitrator shall have no power to substitute their judgment for that of the University decision-makers with regard to findings of discrimination or abusive or intimidating behavior or lack thereof.

4. If the SW files such a grievance under Article 6, Grievance and Arbitration, any deadlines by which the other party or parties to the underlying claim must file an appeal will be tolled until resolution of the grievance. Any such grievance will be between the Union and the University. The Union shall bear the burden of proof in the grievance process.

5. For the sake of all parties, the arbitrator will be asked to avoid an outcome that would make the University and parties repeat the investigatory and adjudication process unless no other remedy will address the arbitrator's findings. Apart from ordering a new process for the grievant's claim, if the arbitrator finds there was a conflict or bias sufficient to influence the underlying decision to the detriment of the SW, the arbitrator may award a make whole and/or compensatory remedy to benefit the SW but shall have no power to impose any penalties on the other party or parties from the underlying claim. The arbitrator shall not be authorized to award punitive or emotional distress damages nor may the arbitrator award attorney's fees.

6. Under no circumstances may the SW pursue both an appeal and a grievance option, except as noted in (b) below.

a) If the SW chooses to file a grievance under Article 6, Grievance and Arbitration, the SW must file such grievance within one week of the date of the final determination (other than appeal) of the internal University or School procedure. The grievance shall be filed at Step 2 (Dean's level). The Union shall decide within ten (10) business days of the Step 2 response whether to process such grievance to arbitration. If the Union decides to pursue arbitration, the decision of the arbitrator shall be the final decision, subject to whatever rights either party may have under state or federal law to challenge the decision and award.

b) If the Union decides not to pursue arbitration, the SW may file an internal appeal instead. In this event, the SW must file a notice of appeal consistent with the University's or School's appeal procedures within one week of the date of the notification that the Union will not pursue arbitration.

c) If the SW pursues an internal appeal, either initially or after a decision by the Union not to pursue arbitration, the decision of that appeal shall be the final decision.

**d) Following completion of the internal Appeals process by a SW, if the Union is dissatisfied with the final decision of the University and contends that it violates a provision of the collective bargaining agreement, the Union may take the matter to mediation by serving notice on the University within 15 days of the final decision of the Appeals Panel. As the parties to the mediation, the Union and University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.**

**An individual SW shall not have the right to invoke mediation.**

**Any such mediation will be between the Union and the University. Any action arising from a mediated agreement may not include remanding the matter or imposing a remedy that would make the University and parties to the underlying claim repeat the investigatory, adjudication, and appeal process. Any mediated agreement shall not impose anything on, or with respect to, the other party or parties from the underlying claim.**

**NOTE: There would be a new Article 23 entitled “Legal Expense Fund.”  
This Article would read:**

- 1. Effective upon ratification, the University shall make a fund available to the Union to reimburse eligible bargaining unit members for legal expenses where counsel is retained for advising the SW on matters relating to their working conditions at the University. Commencing upon ratification, this fund shall be in the amount of \$50,000 for the remainder of FY 22 and for each fiscal year thereafter for the life of the Agreement.**
- 2. Such funds may not be used, however, for reimbursement of attorney’s fees relating to any legal action brought before any agency or court against the University.**
- 3. There shall be no rollover of any unexpended funds from one fiscal year to the next. Reimbursement for such legal expenses shall be made in accordance with**

procedures, policies and requirements established by the Union, subject to approval by the University.

[IMPORTANT NOTE: While the contract language would make no reference to Title IX or related discrimination cases, a SW could access this Legal Expense Fund for assistance in paying an attorney who may represent or otherwise advise them in the investigation and processing of a complaint under Article 7.

## Article 8 Academic Retaliation

### New University language in yellow

**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 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.

The schools shall have ~~one year~~ **six (6) months** from the date of ratification of this Agreement to ensure that such internal school policies and procedures require that:

- 1) a written decision be rendered and provided to the SW and
- 2) there is a way for a SW to appeal or otherwise raise concerns with an initial decision by the University, on the basis of a procedural irregularity that affected the outcome of the decision; new evidence that was not reasonably available at the time the determination was made and that could affect the outcome of the decision; or the investigator or decisionmaker had a conflict of interest or bias for or against the complainant or respondent that affected the outcome of the matter.

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

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

## **Article 11 Training**

**Section 5** 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. 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.

### **Duration**

This Agreement shall be in full force and effect from [date of ratification] up to and including June 30, 2025 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing **no later than January 15, 2025** ~~at least sixty (60) calendar days prior to the expiration of the Agreement;~~ provided, however, that where neither party gives such ~~sixth (60) calendar day~~ notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter **(but no earlier than June 30, 2025)**

**It is further provided that it is the mutual goal of the parties to complete negotiations for any successor agreement prior to the expiration date of the contract. Accordingly, if this contract is reopened, and to provide sufficient time to meet that goal, negotiations shall begin no later than February 1, 2025 unless mutually agreed otherwise.**