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IDnum 343 **Language** English **Country** United States **State** CT

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local

Occupations Represented
Secretaries and administrative assistants
File clerks
Data entry and information processing workers
Mail clerks and mail machine operators, except Postal Service
Clinical laboratory technologists and technicians

Bargaining Agency Harvard University

Agency industrial classification (NAICS):
61 (Educational Services)

BeginYear 1999 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.

HUCTW Contract

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This Agreement is entered into between Harvard University and Harvard Union of Clerical and Technical Workers (HUCTW), affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO.

Memorandum to HUCTW Members, Supervisors, and Human Resource Representatives

On March 5, 1998 HUCTW members ratified an extension of the current collective bargaining agreement between HUCTW and the University from July 1, 1999 to June 30, 2001.

The terms of the extended agreement, which become effective on July 1, 1999, enhance several provisions of the current Agreement, and as a result, require that amendments be made to the existing HUCTW Agreement and the HUCTW Personnel Manual.

Although summary documents of the terms of the extension have already been widely distributed, the University and HUCTW both feel it important to draft the new terms of the extended agreement in contract language.

Below is an updated version of the Agreement. All changes are marked in bold and italic.

In the event you have any questions concerning the terms of the extended agreement do not hesitate to contact HUCTW at 661-8289 or Labor and Employee Relations at 495-2786.

Adrienne Landau, HUCTW President
Kim Roberts, Director of Labor and Employee Relations

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DEFINITION OF UNIT

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, is as follows:

All full-time and regular part-time clerical and technical (including service) employees (who work at least 17¹/₂ hours per week) who are on the "06" payroll of Harvard University and who work in Massachusetts, 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 17¹/₂ hours per week, employees on permanent leave, and guards and supervisors as defined in the Act.

PREAMBLE

Transition

In his statement of November 4, 1988, President Derek Bok said, "We will commence a new chapter in our relations with the Harvard Union of Clerical and Technical Workers. I will work to make this relationship as constructive and harmonious as possible." Kris Rondeau and Marie Manna, in their letter of November 7, 1988 for HUCTW, stated, "We are looking forward to building a cooperative and constructive relationship between the Union and the administration." The parties agreed to begin their relationship with a 60-day period of transition meetings, with the assistance of a neutral facilitator, to get acquainted, to explore mutual priorities and philosophies, to share all relevant statistical information, and to plan negotiations. The joint Transition Team recognized the opportunity of developing a cooperative problem-solving relationship between the parties and affirmed a commitment to create new patterns of relations.

"Understanding"

On February 13, 1989, as a prelude to negotiations, the Transition Team issued the following "Understanding":

We have learned, during the transition, that we share numerous hopes and concerns. It is our common purpose, through the framework of this Understanding, to work together to advance the long-term role of Harvard University as a premier center of learning, research and teaching. It is commonly understood that Harvard has come to be governed, in the broadest sense of the term, through a cooperative process among governing boards and administrators, faculty, students and alumni, in which each plays a role. This Understanding welcomes the support staff in libraries, in laboratories, and in academic and administrative offices and centers, represented by HUCTW, as a valued and essential participant in this process.

We have also learned that we agree about the value of decentralization. The creation of knowledge and its dissemination through scholarship and teaching are decentralized at Harvard, with responsibility distributed to the various faculties and in turn to academic groups, libraries, museums and laboratories. We can agree that some matters affecting the support staff and their work environment need to be consistent across the University, while other questions are better left to joint discussion in the separate and diversified units and departments. Indeed, it is our common view that insofar as it is practical and equitable, constructive relations in the individual workplace are to be encouraged as the focus of problem-solving.

Finally, we have learned that we share a commitment to the processes of reasoned discourse in resolving problems and issues that may arise within separate departments and units, as well as in contract negotiations and University-wide problem-solving. We agree to listen to each other persistently and pay careful attention to relevant facts and concerns from all corners. We further dedicate ourselves to training and developing these problem-solving skills in the administrators and supervisors of the University and in the officers and representatives of HUCTW.

In sum, we have learned that we can begin to agree on principles and standards which can apply well and reasonably to every part of this diverse and historic institution. We are optimistic about a future which continues in that vein.

"Crossroads"

In the months immediately before the beginning of negotiations on a renewal of the Agreement in 1992, the University and the Union agreed to engage in broad, informal discussions designed to prepare for those talks. Nearly 300 HUCTW members, managers, and faculty members, gathering separately in 30 different schools and departments, took part in a series of meetings called "Crossroads."

In a statement released on November 1, 1991, the members of the University Joint Council wrote that "by sharing different perspectives on working at Harvard, these groups will be able to identify ideas, concerns, and approaches that will enrich, facilitate, and simplify the negotiations to follow. Our hope is that they will create a positive and constructive environment for the negotiations."

ARTICLE I - JOINT COUNCILS AND INDIVIDUAL PROBLEM RESOLUTION

JOINT COUNCILS

Introduction

Those who work at Harvard University, including faculty, administrators and staff, recognize the contributions of each employee in support of the University's mission of excellence in teaching and research. Further, we acknowledge that these efforts will benefit the University and its employees best if carried out in a spirit of trust and cooperation with open communication.

To achieve this common goal, the University and HUCTW have engaged in discussions to build a framework for greater employee participation at Harvard. These discussions have led to the following basic understandings:

- Participation by employees concerning workplace issues which affect them is desirable for the University community.
- There should be employee participation within each school or administrative department.
- Each school and administrative unit of Harvard has a unique culture and therefore an employee participation program must be flexible to accommodate the needs of the school or administrative department and its staff.

The forum for local employee participation in workplace issues will be called the [Name of School or Administrative Unit] Joint Council (JC).

Objectives and Principles of the Joint Council

The Council is intended to be a forum for the discussion of all workplace matters which have a significant impact on staff. Such discussions may include an evaluation of current policies affecting staff as well as consideration of proposed changes in policies or in workforce arrangements affecting staff. Individual problems which arise will not be addressed by the JC but will be handled under the Problem Resolution procedure described below under Individual Problem Resolution. However, if the Local Problem Solving Team finds a recurrent problem which it believes requires review at the JC level, it will refer the policy aspects of such matter to the JC. In such cases the JC will obtain all relevant information on the matter from the Problem Solving Team.

Through the JC the parties seek to promote communication and consensus building between the managers and staff of the University.

To achieve these objectives the Council will be guided by the following principles:

- The members of the JC will work together in a spirit of trust and cooperation in an attempt to reach consensus on matters under discussion.
- It is recognized that an integral part of consensus building is the identification and objective evaluation of information and facts relevant to an issue being discussed. This will be a joint endeavor.
- It is agreed that the JC will not have the authority to pursue any action which has the effect of amending or contravening a specific provision of the Agreement between the University and HUCTW. It is agreed further that a consensus recommendation adopted by a JC and accepted by the Dean or Vice President (or other designated administrator) will not be regarded as a precedent elsewhere in the University unless it has been reviewed and approved for wider application by the University Joint Council described below.

Structure

The JC for each school or administrative department will consist of an equal number of bargaining unit and management representatives from that school or administrative department. HUCTW will appoint or otherwise select its representatives of the bargaining unit. The school or administrative department will appoint members including faculty, administrators, supervisors, and other staff as appropriate.

In the interest of effective communication it may be desirable to have one Union and one University representative serve on both the Joint Council and the Local Problem Solving Team described below under Individual Problem Resolution. However, this is left to the respective parties to decide in each work community.

The number of members from the bargaining unit and the University will be determined by the Union and the Dean or Vice President (or other designated administrator), to achieve a balanced representation of the various constituencies within the work community.

Each school and administrative department will establish at least one JC. However, because of differences in size, organization or geographic locations, a school or department may elect to establish sub-division JC's to enhance communication within sub-units. Sub-division JC's will be in addition to the JC of the school or department. The JC will have the responsibility for coordinating all council activities.

The Union and the school or administrative department will each designate one member to serve as co-chair of the JC. All functions of the Council will be carried out under the direction of both co-chairs. In addition, the co-chairs will be responsible for the planning of the Council agenda and scheduling of meetings.

Implementation and Review

When a consensus recommendation is reached by the JC it will be communicated promptly to the Dean or Vice President (or other designated administrator) by the co-chairs. It is expected that such officer will seriously consider and respond promptly to the recommendation of the JC.

In the event a consensus recommendation cannot be reached within the JC or worked out with the Dean or administrative officer involved and if the issue concerns the interpretation or application of the collective bargaining agreement, such issue may be referred to the University Joint Council (UJC). The UJC will consist of six members, three of whom will be appointed by the President of the University and three by the Union.

The UJC will confer with the co-chairs of the JC to determine the nature of the unresolved issue. It may conduct whatever inquiry is deemed appropriate to assist in the resolution of the issue. The parties recognize that the UJC may develop alternative ways of resolving a particular issue which may not have been thought of by the JC or have been available to the JC.

In the event a consensus recommendation within the UJC cannot be reached, the UJC will seek the assistance of a mediator acceptable to both parties. The mediator may make recommendations for the resolution of the problem, but in no case will the mediator be empowered to make a final and binding decision on an issue unless it involves the interpretation or application of the terms of the basic Agreement or those provisions of the Manual that have been determined to be arbitrable.

In addition, the UJC will become involved when issues of University-wide significance arise. However, the UJC will have no authority to modify the terms of the Agreement between the parties.

During the 1997 contract negotiations the University and the HUCTW reaffirmed their commitments to the basic understanding referenced in Article I of the Agreement.

In support of the reaffirmation the University has agreed to sponsor a series of joint training sessions in 1998 for Joint Council members and has also agreed to work collaboratively with HUCTW in revitalizing the Joint Council process. It is mutually agreed that the University Joint Council will lead this process.

In the first half of 1998, the University Joint Council will hold special meetings to evaluate the current Harvard-HUCTW relationship. A mediator will facilitate the meetings. At the end of the series, members of the University Joint Council will meet with Joint Council participants from throughout the University to discuss their conclusions.

INDIVIDUAL PROBLEM RESOLUTION

Introduction

We acknowledge that individual workplace problems will arise at Harvard University and that a fair and constructive approach should be established to address such matters promptly. Problems should be dealt with in an expeditious manner and should be processed through the problem resolution procedure without unnecessary delay. We agree that the following principles will apply:

- Workplace problems are best solved at the local level.
- Consensus building is often the most effective approach to problem-solving.
- Open communication is essential to achieving consensus in problem resolution.
- Individuals serving in the problem resolution process must be skilled and trained to be most effective.
- Participants in the problem resolution process will respect the privacy of the individual involved and will treat the issues in a confidential manner.
- The process of problem resolution is intended to be flexible and should encourage the use of all resources appropriate to the specific issues.
- The structure should encourage employees to seek resolution of individual work-related problems.
- The process outlined in the following problem resolution procedure may be modified by mutual agreement of the members of the local problem-solving group for a specific situation because of extraordinary circumstances.
- When agreement is reached in resolving a workplace problem, any corrective action required will be taken promptly.
- The individual employee whose problem is being reviewed shall be given an opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem.

Employee-Supervisor Discussions

In the event an employee covered by the collective bargaining agreement experiences a problem in the workplace, every effort should be made to address and resolve the matter through direct and forthright

communication between the affected employee and the immediate supervisor and/or other appropriate management personnel.

In the event an employee and supervisor are unable to resolve the problem, they should request assistance from authorized representatives of HUCTW and the local personnel office to work together in developing a fair and reasonable solution to the problem. The objective of this support is to facilitate the problem-solving process between the employee and the supervisor.

In the event a satisfactory solution to the problem is not reached, the employee, the employer, or the Union may continue the process by requesting a review of the situation with the Local Problem Solving Team.

Local Problem Solving Team

The Local Problem Solving Team (LPST) is an important element in the resolution process. Every effort should be made to reach a satisfactory solution, and it is expected that few problems will remain unresolved at this level.

The LPST will consist of an equal number of qualified representatives designated by the Union and the school or administrative department.

It is recognized that an integral part of consensus building is the identification and objective evaluation of information and facts relevant to an issue being discussed. This joint endeavor will be carried out by two members of the LPST, one representative of the Union and one representative of the University. The LPST should be encouraged to seek additional resources as necessary and appropriate in addressing a specific problem. An appropriate summary of the proceedings should be kept by the LPST.

In the interest of effective communication it may be desirable to have one Union and one University representative serve on both the LPST and the JC of the school or administrative unit. However, this is left to the respective parties to decide in each work community. If the LPST finds a recurrent problem which it believes requires review at the JC level, it will refer the policy aspects of such matter to the JC.

In the event consensus cannot be reached within the LPST, the unresolved individual problem will be referred promptly to the University Problem Solving Team.

University Problem Solving Team

In support of the LPST, the Union and the University will provide a University Problem Solving Team (UPST) of experienced persons. The membership of the UPST will consist of an equal number of representatives from the Union and the University whose primary responsibility will be to the UPST.

The function of this group will be to augment the work of the LPST and to support the concept of local problem solving. Designated members of the UPST will confer with the LPST to determine the nature of the unresolved issue. They may conduct appropriate inquiries to assist in the resolution of the issue by consensus. The UPST will prepare a summary of its activities in each case.

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.

JOINT TRAINING

The Union and the University will jointly train facilitators to assist the JC's and will provide basic training for LPST's. In addition, the Union and the University will develop a range of supplemental training programs from which the LPST's and JC's may select.

TIME ALLOCATION

The parties agree that the activities of the JC's and the LPST's will require a reasonable time away from other work duties. Scheduling will be mutually agreed upon between the employee and supervisor and will reflect an appropriate balance of all work commitments.

It is agreed that generally no more than 4 hours per month will be required for JC activities.

It is recognized that the amount of time needed for the LPST will vary from one school or administrative unit to another and also from one month to another, dependent upon the type of problems or issues which may arise. The parties accept the principle that the number of LPST participants will be adjusted to prevent an unreasonable burden being placed on any given employee or work unit. In extraordinary circumstances requiring unusual time commitments, the school or administrative unit and Union will review the situation and alter the number of members serving on the LPST or determine another appropriate solution. Apart from the above, the parties have agreed that additional release time of one day per month for members of the HUCTW Executive Board and two hours per month for HUCTW Joint Council team leaders would be appropriate in support of our joint processes.

ARTICLE II - WORK SECURITY

Philosophy & Goals

The University and HUCTW share a commitment to work security.

We believe that this commitment will create a more productive and challenging workplace where change represents opportunity rather than a threat. We look forward to an environment where personal growth and the building of new skills are continuous, and constructive changes are embraced without fear.

Ongoing staff member employment is an important University goal and should be maintained in situations

such as those which occur because a grant ends, when a department restructures, or when other changes make the future of particular positions uncertain.

Based on their history of proven contributions, displaced staff members will be given hiring preference over outside candidates for any vacant job for which they are suitably qualified.

Administration

A joint Work Security Committee composed of an equal number of management and HUCTW representatives will be established. The primary function of the Committee is to provide an effective process for achieving work security goals consistent with the mission of the University. To perform this function effectively, the Committee will:

- Meet regularly to review University-wide information and data regarding changes in staff positions and vacancies, both current and projected.
- Review and investigate progress of individual displaced staff members in seeking alternative Harvard employment.
- Intervene with school or administrative department human resource officers where apparent action or inaction on the part of that unit is impeding expeditious job placement as provided above.
- If required, refer particularly difficult cases to the University Joint Council (UJC) for further review and assistance.
- At the Committee's discretion, authorize the extension of wages and benefits for up to three (3) months where appropriate.

Hiring

In addition, the Committee will:

- articulate goals with respect to hiring among support staff; and
- participate in the design of programs and processes to promote those goals within the Harvard community.

The Committee's recommendation on hiring will be submitted to the UJC by July 1, 1994.

ARTICLE III - EDUCATION AND CAREER DEVELOPMENT

The University and HUCTW agree that the Harvard community is firmly committed to the career development and growth of employees. One measure of organizational strength is the degree to which employees develop toward their full potential. Ours is a richer and more productive workplace when employees decide to build careers at Harvard. Employees should seek out, and the University and its schools and administrative units should support and encourage, participation in a wide range of career development activities including: job training and skill building, job enhancement, the pursuit of formal education, and opportunities to transfer within the University.

A joint Steering Committee will be established, consisting of equal numbers of designees of the University and the Union, to monitor the implementation of policies and principles set forth in this Article. The Committee will function by consensus and will consult the University Joint Council should it have difficulty

reaching consensus.

The Committee will concern itself with such issues as the implementation of a job listing database and related transfer application procedures, the offerings of the Center for Training and Development and other training programs, and the feasibility of an Employee Educational Loan Program for employees.

Training

Training opportunities offered in the University as a whole, whether centrally or locally, will increase or remain substantially the same for the duration of this Agreement.

Local and central programs will be responsive to mutually identified training needs.

Release time mutually agreed upon by the supervisor and employee may be provided for job-related or development-oriented training programs.

Transfers

To be eligible to transfer, an employee must have been in his/her current position for at least six months on the regular payroll and be meeting current job standards.

Transfer candidates will receive preference when the decision to hire is between equally qualified internal and external candidates bearing in mind considerations of affirmative action.

All transfer candidates will receive timely and appropriate information and appropriate feedback on a decision not to interview or not to hire.

Educational Assistance

The Tuition Assistance Plan and fees as described in the TAP brochure of February 1989 will continue to be in effect with the following changes:

- After two years of service, employees are eligible to take two Harvard courses per term (or any combination of 8 credits per semester) under TAP.
- A staff member with two or more years of continuous service is eligible for up to three hours per week of released time (proportionately less for part-time staff), provided that s/he has made arrangements with his/her supervisor.
- TAP will reimburse staff members for 75 percent of the cost of a non-Harvard course per term up to maximum of \$2,000 in an academic year (July 1 through June 30). After seven years of service, staff members may be reimbursed up to a maximum of \$4,000 in an academic year (*i.e.* two courses per term). Course cost includes tuition only.
- A financial aid fund, administered by the joint Steering Committee, will be continued in the amounts of \$60,000, \$65,000, \$70,000, \$75,000, **\$80,000 and \$85,000** for the fiscal years beginning July 1, 1995, 1996, 1997, 1998, **1999 and 2000** respectively. Priority recipients should be employees in development-related degree or certificate programs, and employees working in remote locations, for whom courses at Harvard may be difficult to attend.
- The TAP committee will include representation by HUCTW members.

ARTICLE IV - AFFIRMATIVE ACTION AND NON-DISCRIMINATION

Harvard and HUCTW are committed to providing equal employment opportunity and to eliminating discrimination in employment.

Harvard University is an equal opportunity, affirmative action employer. In order to comply with the applicable federal and state laws, the University must meet specific posting and reporting requirements to make certain that there is no discrimination in the employment or treatment of qualified employees based on race, color, sex, creed, age, national origin, handicap, or status as a Vietnam era or disabled veteran.

It is the desire of both parties that all employees be accorded fair, equitable, and open treatment. No employee should be discriminated against in the workplace because of his/her political beliefs, sexual orientation, happenstance of birth, medical history or status, parental status, or any other reason that is not reasonably related to job performance. All members of the Harvard community are expected to act in accordance with the spirit of this policy as well as the requirements of law.

This agreement recognizes that diversity enhances the quality of life at Harvard, and that active outreach to the community benefits both the University and its surrounding community.

A subcommittee of the University-wide EEOC will be established for the purpose of promoting affirmative action and anti discrimination initiatives as they relate to this bargaining unit, one member of which would also be a member of the University-wide EEOC.

The subcommittee will prepare a pamphlet which describes mutual objectives and recommendations regarding training, recruiting, hiring, retention, and career development to be considered by the parties.

The subcommittee will receive and review statistics and reports regarding equal opportunity and affirmative action in the bargaining unit.

In consultation with the Joint Councils, the subcommittee will identify and recommend programs aimed at enhancing affirmative action.

ARTICLE V - HIRING

Each year hundreds of support staff hiring decisions are made at our University. The quality of these decisions significantly affects the organizational climate in the work community and the University's success in achieving its mission of excellence in teaching and research. The parties find the following general principles desirable and effective in the hiring process:

1. Initially, it is understood and reaffirmed that negotiated understandings in the current Agreement must be appropriately applied in the hiring process. These must be considered carefully in every hiring decision. To illustrate for emphasis:
 - o Article IV (Affirmative Action and Non-Discrimination) "Harvard and HUCTW are committed

to providing equal employment opportunity and to eliminating discrimination in employment."

- Article II (Work Security) States that "based on their history of proven contributions, displaced staff members will be given hiring preference over outside candidates for any vacant job for which they are suitably qualified."
 - Article III (Education and Career Development) Provides that "transfer candidates will receive preference when the decision to hire is between equally qualified internal and external candidates bearing in mind considerations of affirmative action."
2. In consultation with the Union the University will provide support, through training or on-the-job mentoring, to those responsible for hiring of support staff in such illustrative areas as the following: (a) legal requirements, (b) HUCTW contractual constraints, (c) identification of critical skills needed and those possessed and demonstrated by the candidates, and (d) most difficult, yet important, the assessment of motivation, character, potential for growth and ability to work successfully within a work group.
 3. Among procedural steps recommended to insure a respectful interviewing and hiring process for internal and external candidates are the following:
 - receipt of applications are to be acknowledged.
 - whenever possible candidates should receive periodic information about the timing and status of the hiring process.
 - if requested, an internal candidate will be given reasons why s/he was not offered an interview or position.
 4. To implement effectively the stated contractual goals of career development and growth for support staff, career counseling will be provided and training will be available for strengthening interviewing skills and for resume preparation.

ARTICLE VI - FLEXIBILITY

Workers and managers are encouraged to approach issues in the workplace with a sincere effort to understand the variety of responsibilities in people's lives, and to work toward reasonable accommodation of these needs balanced with the needs of the department.

Flexibility in the workplace is possible when workers and managers are engaged in honest, open and ongoing communication with each other, when there is mutual commitment to the needs of the University, and where individuals are respected and trusted. Staff and supervisors are encouraged to jointly explore ways to meet workplace needs and to respect the important and critical dimensions of people's lives outside the workplace. All needs should be considered when exploring ideas of flexible scheduling.

Examples of flexible scheduling may include: modified work or lunch hours, compressed work weeks, part time schedules and job sharing. Workers and supervisors are encouraged to seek assistance from all available resources in developing flexible arrangements. Resources can include, but are not limited to, human

resources offices, union representatives, the Office of Work and Family and Local Problem-Solving Teams (LPSTs).

ARTICLE VII - HEALTH AND SAFETY

Harvard University agrees to fulfill the responsibilities specified below in order to establish and maintain a safe and healthy workplace. Employees are expected to observe established policies and accepted safe work practices in the workplace. The following practices will be part of an effective health and safety policy:

Timely Investigation: The University explicitly recognizes its obligation to investigate in a timely manner any clear or apparent health or safety risk, and it will take appropriate remedial action.

Safe Work: The University should not require any employee to perform a task that endangers his/her health or safety. Where potential risks exist, employees should receive appropriate training.

Information: The University should make readily available information on any hazardous materials used by or in the vicinity of employees. In addition, information concerning procedures and techniques to be used in handling such materials will also be readily available. This requirement applies whether such materials and procedures are used routinely or on a temporary basis.

Employee Participation: Active participation by employees in the prevention, identification, and resolution of health and safety problems is a vital part of an effective health and safety policy. Where technological changes are concerned, affected employees should be informed as soon as possible of plans to introduce or alter automated systems. The opinions and advice of the employees who will regularly use such equipment and systems should be solicited in the planning and selection process.

Training/Education: The University and Union should work together to create and implement safety orientation programs for new and transferring employees. Timely and appropriate training must be provided to accommodate changes in equipment or practice.

Area Safety Committees: It is agreed that to enhance communication, promote awareness, and encourage participation, Safety Committees will be established where appropriate. A Committee responsible for issues of environmental health and safety will be designated in each school and administrative unit. The number, composition, and frequency of meeting will be agreed upon by the primary Joint Council representing each school and administrative unit.

University-Wide Committee: A University-wide health and safety committee will be formed with representatives from the Union and the University in equal numbers. The Director of the department of Environmental Health and Safety will co-chair the committee with a member of the Union. Members of this committee will have a maximum of five days of training on release time per year. Scheduling will be mutually agreed upon between the employee and his/her supervisor. The committee will recommend topics for health and safety training and orientation and promote the exchange of information regarding safety programs and their implementation in operating units. The committee may review and analyze reports and statistics related to occupational injury or illness of bargaining unit members.

Mediation to Finality: Should a dispute develop over the responsibilities of the University in this Article that proceeds to mediation to finality under this Agreement, the laws and government regulations where

applicable will be used to provide guidance to the mediator, but they may be exceeded for reasonable and appropriate reasons.

(See also the Health and Safety section of the Personnel Manual covering HUCTW bargaining unit members.)

ARTICLE VIII - PENSION

1. Effective July 1, 1996, Harvard will implement a new retirement program for HUCTW support staff. The new program consists of a defined contribution component and a defined benefit component. Both components of the program will be funded entirely by Harvard.

Part A - Defined Benefit Component/Basic Retirement Account: The opening balance of the basic retirement account will be equal in value to the staff member's accrued benefit in the existing retirement plan (the higher of the portable benefit or formula benefit) as of June 30, 1996. Going forward Harvard will credit each participant with a defined benefit contribution, based on age and years of service, ranging from 3% to 6.5% of salary. This component of the pension will earn an annual investment return equal to the rate on 12 month Treasury bills but shall be no less than 5% and no greater than 10%.

Part B - Defined Contribution Component/Individual Investment Account: Harvard will contribute an amount equal to 3.5% of salary; each participant will direct how this contribution will be invested in the same array of funds as are available to the faculty.

All HUCTW employees vested in the existing staff retirement program as of 6/30/96 will retain that defined benefit as a minimum guarantee.

2. HUCTW Staff members hired on or after July 1, 1996, will be subject to a five year vesting period.
3. All future credits will accrue as defined above and will be fully portable. For those hired on or after July 1, 1996, benefits accrued under the new plan will be fully portable and cashable after five years of service.
4. Effective July 1, 1996 if an HUCTW support staff member retires before age 65 his/her benefit under the old plan will be calculated using more generous early retirement discount factors than are now in place.
5. The agreed upon hinge level for members of the Bargaining unit retiring on or after July 1, 1995 will be the agreed upon hinge level for the preceding year increased by 3% and rounded to the nearest \$5. There will be a similar 3% increase effective July 1, 1996, July 1, 1997 and July 1, 1998.

ARTICLE IX - RETIREE MEDICAL

Effective July 1, 1995 - Eligibility will be tied to age and length of service as it is now, but will not be contingent upon ten-year participation in a Harvard health plan.

Effective January 1, 1996 - Early retirees (employees retiring between age 55-64) who meet Harvard's eligibility requirements may continue to participate in Harvard's health plans under the same cost sharing arrangements as those for active employees until they reach age 65.

Medex 3 and other HMO senior plans, will be available to retirees age 65 and older. Those retiring on or after January 1, 1996 will be responsible for a share of their premiums. The University contribution will vary depending on length of service and full or part-time status over the retiree's Harvard career as follows:

Full Time

Length of Service	Harvard Contribution
10 years	50%
20 years	80%

Harvard's contribution will increase 3 percentage points for every year of service between 10 and 20 years.

Part Time*

Length of Service	Harvard Contribution
10 years	40%
20 years	65%

Harvard's contribution will increase 2.5 percentage points for every year of service between 10 and 20 years.

Retirees over the age of 65 who elect to receive medical care from UHS will be covered for the same Medex 3 benefits as other Medex 3 subscribers.

Effective July 1, 1999 - those who retire January 1, 1996 or after, Harvard's commitment to pay the costs of medical care for each retiree and spouse age 65 and over will grow at a rate of 1 percentage point less than the rate of growth in the Medex 3 premium.

* This change i.e., the variation of University contribution based on part time status, will be effective January 1, 1997.

ARTICLE X - HEALTH

1. Short Term Disability: Harvard University has implemented a short-term disability plan effective as of July 1, 1989. Following a 10 consecutive working day waiting period per disability, the plan provides compensation equal to 70% of an employee's base rate of compensation until the employee has been absent for a maximum period of 6 months. After an employee has completed seven full years of service, and such employee is necessarily away from work at least ten consecutive working days, the employee is eligible to receive short term disability of up to six months at 100% pay. An employee's accumulated sick time may be used to satisfy the waiting period requirement. In addition, medical

certification will be required. No benefits will be paid under the plan for absence due to work-related injury covered by Workers' Compensation. The cost of the plan will be borne by the University.

The University and HUCTW have agreed that the interests of both the University and the employees are better served through sound administration of the Short Term Disability Program. In this regard the parties have pledged their support of a strong program of claims administration which provides for timely processing of benefits to employees who are unable to work due to disability and which facilitates their return to work at the earliest time through appropriate case management.

In addition the University and HUCTW encourage the use of temporary modified work or light duty programs which will assist employees in returning to the work community by providing modification of duties or in some cases work schedules consistent with recommendations from attending health care providers in order to achieve full recovery within a reasonable time frame. A program which appropriately integrates short term disability benefits with modified work schedules will be developed by mutual agreement between the University and HUCTW.

2. Total Disability Plan: Staff members who are on a regular payroll and working at least 17¹/₂ hours a week, or who receive an annual Harvard salary of at least \$15,000, are eligible for total disability coverage. Staff members earning less than \$12,000 a year can be covered after one year of continuous service and the University pays the full cost. Staff members earning at least \$12,000 a year are eligible without a waiting period and pay a premium based on salary. Application for this coverage must be made within 30 days of employment or notification of initial eligibility, if later. Otherwise, applications can be filed only during the annual open election period in the Fall and will be effective the following January 1. Except for those who elect disability coverage during the initial enrollment period, staff members will be subject to a one year preexisting condition exclusion.

A. Plan benefits are as follows:

1. Six months after the onset of total disability, a staff member is eligible to receive a monthly payment equal to 60 percent of salary in effects as of the onset of disability, reduced by benefits payable by Social Security and workers' compensation, if applicable;
2. Continued participation, without premium charge, in Harvard's group life insurance, health, and dental plans if the staff member had elected coverage and was enrolled in those plans at the onset of total disability (health plan participation is restricted to the plan selected by the staff member and in effect at onset, regardless of changes in family status or open enrollment periods); and
3. Continued pension credit based on full salary in effect at onset of total disability.

Income continuation during the first six months of disability is provided through sick pay and short-term disability programs. Long-term Disability Plan payments will continue to the end of total disability or the staff member's normal retirement date, whichever occurs first.

- B. Applications for Total Disability Plan benefits are normally made by a representative of the staff member's department by letter to the Disability Claims Unit of the Flexible Benefits

Administration Department. The letter requesting that the staff member be considered for eligibility for benefits should be submitted as soon as it becomes apparent to the department that the staff member is unable to perform job duties and responsibilities in a satisfactory manner because of a medical disability but no later than three months from last date worked. The date of the onset of disability (generally the last day worked) and the date on which sick pay ends must be included in the letter.

The staff member may also initiate a claim for Total Disability Plan benefits by contacting the Disability Claims Unit of the Flexible Benefits Administration Department directly.

- C. In order for a staff member to be eligible for benefits under the Total Disability Plan, s/he must be an employee of Harvard University and covered under the plan at the onset of total disability. Staff members have one year from the onset of total disability to submit a claim for Total Disability Plan benefits whether or not s/he is still employed by Harvard at the time the claim is submitted. A staff member's claim for and/or eligibility for Total Disability Plan benefits does not affect any decision or policy regarding whether his/her position remains open during any absence on account of disability.
3. Joint Benefits Committee: During the 1995 contract negotiations the University and HUCTW agreed to the formulation of a Joint Committee on Benefits consisting of HUCTW representatives, faculty members and senior level administrators to advise the Provost, Deans, and Vice Presidents on University-wide fringe benefits policies as they relate to members of the Harvard community covered by the collective bargaining agreement between Harvard University and HUCTW support staff. Specifically the committee charter is as follows:
1. Examine the objectives and designs of the benefits programs for support staff covered by HUCTW agreement, and monitor their performance in light of the need of individuals, the institution, and its constituent parts.
 2. Within the limits of resources available for benefits programs, from time to time recommend amendments to existing programs, or new programs, to respond to changes in laws and regulations; needs of support staff; competitive conditions; institutional priorities and constraints.
 3. Regularly review the financial status of benefits programs for HUCTW represented support staff and recommend measures for maintaining fiscal balance within the fringe benefits pool.
 4. Provide guidance to the University Office of Human Resources on relevant administrative and procedural matters and on communications issues concerning benefits as they relate to support staff.

The Joint Committee on Benefits shall be limited to 10 members and shall meet at reasonable intervals and for reasonable periods of time as appropriate and as determined by mutual agreement. Appropriate resources required to facilitate discussions shall be identified by mutual agreement.

4. Dental: The dental plans offered are Delta Dental and HUGHP Dental. The HUGHP dental plan will be offered as an elective benefit available to HUCTW employees, rather than being included as part of the HUGHP health plan. Harvard's percentage contribution to the dental plans will be equal for individuals and for families but may be adjusted pursuant to the Letter of Agreement dated January

15, 1997.

5. Health: Effective January 1, 1996, Harvard will offer an array of health plan choices. Harvard's contribution to those plans will be a dollar amount equal to a percentage of the cost of the lowest-cost plan. The percentage contribution for health plans will be the same for individuals and for families but may be adjusted pursuant to the Letter of Agreement dated January 15, 1997.
6. Harvard and HUCTW agree that employees in committed same-sex domestic partner relationships qualify for family health insurance coverage. Employees who want to obtain health and/or dental benefits for their same-sex domestic partner must first register their partnership with a municipality offering a formal registration of domestic partnerships. Further information about domestic partner coverage should be obtained from the Benefits Office.

ARTICLE XI - SALARY PLAN AND ADMINISTRATION

The University and HUCTW have agreed upon a salary plan and its administration that is made a part of this Agreement. The main features of the salary plan are described as follows:

1. The current job classifications are assigned to 9 grades numbered 2 through 10.
2. The minimums and maximums of each grade will be increased by 2 percent July 1, 1995, 2 percent July 1, 1996, 2.2% July 1, 1997 2.5% July 1, 1998, **2.5% July 1, 1999 and 2.5% July 1, 2000.**
3. The width of each salary range, from minimum to maximum, will be 45 percent in grade 2 increasing to 56 percent in grade 10.
4. The salary ranges for each grade are included at the end of the Agreement.
5. No employee shall be paid below the minimum salary of his or her job classification.
6. Employees may be hired at any point in the salary range.
7. The salary program will be provided as follows:

Structure Increases

Structure increases shall be awarded effective on the following dates as qualified below:

July 1, 1995 1.3%

All employees in the bargaining unit on the active payroll July 1, 1995 and continuing on the active payroll through October 1, 1995 shall receive a salary increase of 1.3 percent July 1, 1995.

January 1, 1997 1.8%

All employees in the bargaining unit on the active payroll as of January 1, 1997 shall receive a salary increase of 1.8 percent.

July 1, 1997 1.3%

All employees in the bargaining unit on the active payroll as of July 1, 1997 shall receive a salary increase of 1.3 percent.

July 1, 1998 1.4%

All employees in the bargaining unit on the active payroll as of July 1, 1998 shall receive a salary increase of 1.4 percent.

July 1, 1999 1.8%

All employees in the bargaining unit on the active payroll as of July 1, 1999 shall receive a salary increase of 1.8 percent.

July 1, 2000 1.7%

All employees in the bargaining unit on the active payroll as of July 1, 2000 shall receive a salary increase of 1.7 percent.

Progression Increases

Effective July 1, 1995, 1996, 1997, 1998, **1999 and 2000**, employees who have completed at least six months of service in the bargaining unit shall receive annual progression increases or annual progression bonuses (or a combination thereof) as set forth below. Such employee whose salary is less than the maximum rate of the employee's salary grade shall receive a progression increase equal to the percentage of the minimum rate of the employee's salary grade, which shall be 3 percent in the case of employees who have completed one year of such service and 1.5 percent in the case of employees who have completed at least six months but less than one year of service. Such employees whose salary is at or above the maximum rate of the salary grade shall receive a pensionable progression bonus (which shall not increase the employee's base rate or be included in the calculation of any other benefits) equal to a percentage of the minimum yearly rate of pay of the employee's salary grade. The progression bonus shall be 3 percent in the case of employees who have completed one year of such service and 1.5 percent in the case of employees who have completed at least six months but less than one year of service. Such bonuses shall be proportionally reduced in the case of eligible part-time employees.

Progression increases shall be awarded on the following effective dates:

July 1, 1995

Those employees in the bargaining unit on the active payroll both on July 1, 1995 and on October 1, 1995 will receive a progression increase or progression bonus (or a combination thereof) retroactive to July 1, 1995 according to the provisions above.

July 1, 1996, July 1, 1997, July 1, 1998, **July 1, 1999 and July 1, 2000**

On July 1, 1996, July 1, 1997, July 1, 1998, **July 1, 1999 and July 1, 2000** bargaining unit employees on the active payroll as of these dates who have completed at least six months of service in the bargaining unit will receive a progression increase or progression bonus (or a combination thereof) according to the provisions above.

A progression increase may not cause an employee's salary to exceed the maximum rate of his or her salary grade. If an employee whose salary is less than the maximum rate of his or her salary grade is otherwise eligible for a progression increase which would cause the employee's salary to exceed the maximum rate for the salary grade, such increase shall be limited to the amount that would cause the employee's salary to equal

the maximum rate for the salary grade, and the excess amount of such increase shall be converted to a progression bonus (in an appropriate percentage) and paid to the employee accordingly.

Progression increases may be deferred or withheld altogether in cases when an employee has serious and/or continuing performance difficulties. The decision to withhold a progression increase is a serious matter that a supervisor should fully discuss with the employee. Particular emphasis should be focused on finding ways for the employee to improve job performance.

It is not necessary for formal disciplinary actions to have been initiated prior to withholding a progression increase. However, in normal circumstances, supervisors should inform employees of their decision to withhold a progression increase at least 60 days in advance. Such a decision should not come as a surprise to the employee and is subject to problem-solving procedures at the request of the employee.

Bonuses

October 1, 1995

Employees in the bargaining unit on the active payroll October 1, 1995 with six months or less of service will receive a \$200 bonus. Employees hired between July 1, 1995 and September 30, 1995 are not eligible for such increases.

July 1, 1997

Employees in the bargaining unit on the active payroll July 1, 1997 with six months or less of service will receive a \$200 bonus.

Other Increases

Salary increases for other reasons may be granted at any time, subject to policy and approval requirements established by local units and the University. At a minimum, proposed increases must be discussed with and approved by the local personnel office responsible for the area.

Shift Differential

Where an employee regularly works a scheduled evening, night or weekend shift, a shift differential is appropriate. The definition and amount is to be determined locally. Any disagreement will be resolved by the Administrators of the Agreement, currently Bill Jaeger for HUCTW and Tim Manning for the University.

Job Classification

Each clerical and technical position has been assigned a job title and classified to one of the nine salary grades in the job classification system (see grid in the Appendix). These assignments reflect judgments about the degree of skills, abilities and special training required to perform the job's duties and responsibilities, and the complexity and value of the job relative to others performed at the University. Effort required to perform the job and conditions under which an employee would regularly work are also considered. In addition, classification decisions need to consider and react to local market factors in order for Harvard to attract and retain qualified staff. Maintaining fair and equitable classifications of all jobs at Harvard is the objective of this process.

In close consultation with the local personnel offices, the Office of Human Resources is responsible for classifying new job titles as they are created and for reclassifying existing job titles to new grade classifications.

Job Reclassification

People and jobs are not static. They change constantly; sometimes gradually and sometimes rapidly. In order to keep up with these changes, job descriptions should be reviewed periodically and revised to reflect current responsibilities. Local managers are primarily responsible for ensuring that job classifications of individuals in their area remain fair and equitable and properly reflect the duties and responsibilities assigned to them as well as the skills and effort required to do their job.

Whenever there have been substantive, measurable changes in a job's content and responsibilities, which cause the job to appear inappropriately classified, a reclassification review should be initiated.

These reviews may be requested by a supervisor, a personnel officer or an employee. Regardless of who makes the request, it is important that the request be dealt with promptly and thoroughly. Ordinarily, the reclassification decision should take no longer than four weeks from the time it is submitted to a local personnel office. In cases where an employee has made the request, the personnel officer or supervisor should keep her or him informed of the review's status, including a general sense of when a decision can be expected.

The University Joint Reclassification Committee, composed of equal representation from the Union and the University, will review and assist in the resolution of cases not settled at the local level. The joint team shall be the final arbiter of reclassification disputes not settled at the local level. No such disputes shall be settled except by consensus of the joint team and such decisions achieved by consensus shall be binding on all parties. The joint team may at its discretion alone utilize technical studies or mediation in reaching its consensus.

The specialized joint team will also review and study the current reclassification application form, and the job titles, generic job descriptions, and assignments of job titles to salary grades in the job classification system, and suggest changes.

Normally, a salary increase should be granted when a person is promoted or reclassified to a higher grade. The amount of the increase should reflect the employee's skills and experience in relation to those required for the position, and in relation to those of others who work in their unit. It should also reflect the difference in salary level of the old and new job.

An increase for advancement to a higher grade will not affect the employee's eligibility for structure or progression increases.

An individual employee may be required in the performance of a job to utilize significant, specialized skills, or a distinct body of knowledge which are wholly separate from and clearly exceed the skills and knowledge required by the basic job classification and salary grade to which the staff member is assigned. For such an individual, a Specialist suffix may be attached to the assigned job classification. Examples of skills and responsibilities which would make a Specialist suffix appropriate are:

- technical skills, such as fluency in a foreign language, facility with a highly specialized computer program, or other areas requiring extensive technical training;
- application of group leader skills (overseeing work flow, scheduling and distributing workload; training

less experienced staff, etc.), or otherwise playing a central role in group work processes.

The Specialist suffix will be attached in the following circumstances and with the following understandings:

A specialist classification will be one salary grade higher than that for the assigned basic classification. Documentation of requests for assignment of a Specialist suffix to a job shall be rigorous. All such cases must include completion of a Position Description Questionnaire (PDQ). Requests for Specialist classification must be approved by a senior officer of the staff member's school or department after which they will be forwarded to the University Joint Reclassification Committee (UJRC) for agreement of the UJRC. It is further agreed that any such reclassification of an employee will not serve as a basis for a claim on the part of any other individual for reclassification, and such reclassification determinations are not subject to the problem-solving process outlined in Article 1.

ARTICLE XII - DEPENDENT CARE AND FAMILY POLICY

The care of children and elders is increasingly recognized as an issue affecting the workplace.

Use of sick days: An employee may use up to twelve sick days a year for the care of ill dependents.

Maternity Leave: A 13-week leave period is provided for birth and adoptive mothers with assurance of return to the same position. If eligible for any of the following entitlements, a combination of accrued sick days, 8 weeks of short-term disability at 70 percent of regular salary, vacation time and personal days, as well as unpaid leave may be used, up to a total of 13 weeks. Sick days and short-term disability are available for the period of time when an employee is physically unable to work because of childbirth. An additional unpaid leave of absence may be available, but without a guarantee of return to the same position. (See Maternity/Paternity Leave in the HUCTW Personnel Manual.)

Adoptive Parents and Fathers: A 1-week leave period with pay is provided. ***Effective July 1, 1999, up to 4 weeks paid leave (including the 1-week provided for in the preceding sentence) is provided.***

Adoption Assistance Fellowship: The University has agreed to the establishment of a separate fellowship program to provide for adoption assistance and will make an initial contribution of \$15,000 to the fund effective July 1, 1995. Funds not utilized in the fiscal year beginning July 1, 1995 may be carried over to the next fiscal year. Additional University contributions to the fund for fiscal years beginning July 1, 1996, 1997, 1998, **1999 and 2000** will be \$6,000 per year beginning with fiscal year July 1, 1996. The fund administration shall be by mutual agreement between HUCTW and the University.

Fellowships for Day Care: The University will contribute the amounts of \$115,000, \$125,000, \$135,000, \$145,000, **\$155,000 and \$165,000** for the fiscal years beginning July 1, 1995, 1996, 1997, 1998, **1999 and 2000** respectively, toward fellowships for day care, at centers and at licensed family day care providers, for children of employees in the bargaining unit. The fellowships are not limited to Harvard sponsored centers. The fellowships will be awarded to children in amounts inversely related to household income and in accordance with financial need. The University and the HUCTW will jointly select an administrative agency to receive applications and make the awards.

Work and Family Advisory Committee: The University has established a Work and Family Advisory Committee to review and support as appropriate work and family issues across the Harvard Community.

Effective July 1, 1995 HUCTW shall have two representatives assigned to the Committee.

Work and Family Initiatives: The University and HUCTW have agreed to support discussions at the local joint council level regarding work and family issues as they relate to the local workplace. Accordingly local joint council co-chairs shall be invited to participate in a joint training initiative on the subject of work and family to facilitate such discussions. Attendees of the training will be encouraged to study this issue locally, identify potential support programs where appropriate and report findings to the University Joint Council.

Joint Study: The University and HUCTW jointly developed a Dependent Care Survey addressed to all elements of the Harvard community during their 1989 negotiations. The University and the Union will jointly select a committee of experts and community leaders to review the survey results, to assess the problems and services in the greater Boston area, and to consider means to provide quality care at lower costs, recognizing a role for households, community groups, employers, and governments.

A Project Development: Harvard University over recent years has taken the leadership to develop a group of separate child care centers under the management of independent boards, and it plans to develop more centers. The University and the Union will jointly explore cost-effective and practical means to expand the number of child care centers for bargaining unit employees and members of the community.

Elder care: The University and HUCTW will enhance the information on referral services available for elder care.

ARTICLE XIII - UNION SECURITY

1. Any employee who is a member of the Union on the date this Agreement is signed shall for the term of this Agreement, and as a condition of continued employment, either (i) voluntarily remain a member of the Union in good standing, or (ii) pay a monthly agency fee to the Union.
2. Any employee who is not a member of the Union on the date this Agreement is signed shall, as a condition of continued employment, either (i) voluntarily become and remain a member of the Union in good standing, or (ii) pay monthly agency fees to the Union, beginning not later than the 30th day following the date this Agreement is signed or the end of his or her orientation and review period, whichever is later.
3. Any employee hired after the date of signing of this Agreement shall, as a condition of continued employment for the term of this Agreement, not later than the end of his or her orientation and review period, either (i) voluntarily become and remain a member of the Union in good standing or (ii) pay monthly agency fees to the Union.
4. The University will deduct the monthly dues payable to the Union from the salary of each employee in the bargaining unit who has become and remains a member of the Union, and will deduct a monthly agency fee from the salary of each employee who is required by this provision to pay such a fee. Such salary deductions shall only be made in respect of those employees for whom the University receives written authorizations signed by the employees in a form satisfactory to the University.
5. The Union will inform the University of the amount of Union dues or agency fees which are to be deducted. Any such agency fee will be determined by the Union in accordance with applicable law. The Union undertakes not to change its dues requirements during the life of this Agreement save in accordance with the Union constitution. The University will deduct and remit monthly to the Union the current Union dues and agency fees deducted from employee salaries under this provision, with a listing of the employees concerned and the amounts paid in respect of each. The Union will indemnify

and hold harmless the University for any action taken or not taken by the University in accordance with this Article.

ARTICLE XIV - MANAGEMENT

Except as provided by the specific terms of this Agreement, Harvard University retains all its rights to administer the University, and these rights may not be limited by any awards reached through the process of mediation to finality as specified under the provisions of this Agreement.

ARTICLE XV - STRIKES OR LOCKOUTS

In keeping with the principles outlined in the Preamble and Understanding to this Agreement, the parties commit themselves to resolving problems and differences through cooperative means that are appropriate to this University community rather than through strikes or lockouts.

- a. During the term of this Agreement, the parties have provided extensive means for discussion of all matters that have a significant impact on employees and have provided for individual problem resolution procedures including "mediation to final conclusion" on any matter that involves the interpretation or implementation of the terms of this Agreement. Accordingly, the parties agree there shall be no strikes or lockouts or other concerted activities of a disruptive nature during the term of this Agreement. The Union and the University and their respective officers and representatives agree not to encourage any violation of this section.
- b. In the negotiations of successor agreements, the parties affirm their determination to reach a mutual understanding through good faith collective bargaining, including voluntary mediation if suggested by either party.

ARTICLE XVI - DURATION

The provisions of the Agreement will be effective as of the date of the Agreement is signed except where expressly provided otherwise and shall continue through June 30, 1999. The parties agree, however, to review the operation of the Agreement beginning December 1, 1998, and to begin negotiations for any proposed changes in the Agreement in January 1999 with an expressed mutual desire to reach closure by the end of February 1999 ahead of the expiration date of June 30, 1999.

ARTICLE XVII - SEPARABILITY

If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect any of the other provisions.

Side Letter re Bargaining Unit Questions

The University and HUCTW recognize that certain questions regarding the inclusion in or exclusion of positions within the bargaining unit remain unresolved from prior negotiations, and that new questions arise on a regular basis. We have concluded that we would benefit from the development of a process which is designed to review and resolve these questions in an objective, fair, and timely manner. Therefore, the University and HUCTW have agreed to the establishment of a small Joint Committee on the Bargaining Unit (JCBU) comprised of an equal number of University and HUCTW representatives to address these questions.

The JCBU will establish a set of objective criteria consistent with the needs of the University and HUCTW, and legal guidelines, for determining whether a position is appropriately included or excluded from the bargaining unit. Based upon those criteria, the JCBU will review and resolve any disputed questions which are raised regarding the bargaining unit status of (i) newly created positions; (ii) current positions where there has been a substantial change in the nature of work, degree of responsibility or reporting relationship such that the position's status may be changed; and (iii) positions which remain in question from prior negotiations. It is not intended that the JCBU will examine the status of any position unless it falls into one of the above categories.

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 employees under the National Labor Relations Act.

Harvard University

HUCTW

Side Letter re Joint Committee on Parking

The University and HUCTW agree to form a joint committee to discuss issues related to employee parking services in the Cambridge and Allston areas that are managed by the University Parking Office.

We recognize that employee parking and transportation issues are complex, and that there are a number of regulatory and other reasons that affect policy decisions about parking services in the future. We further acknowledge that Harvard and its employees are served best through the development of transportation policies and procedures that enhance accessibility to the University. In addition, we recognize that the staff of the University are important members of the Harvard community and should be appropriately represented in the consideration of such policies and procedures.

The objective of the Committee will be to discuss parking and transportation matters that have a significant impact on staff, and it will be guided by the same principles of communication and consensus established for the Joint Councils. In its advisory capacity, the Committee will only review and discuss information about annual rate adjustments and suggest ideas to improve the efficiency of the services provided.

This Committee will consist of an equal number of representatives of HUCTW and University management, to be appointed by the respective parties. Initially there will be three participants from the union and three

from management, however, this number may be adjusted from time to time, by agreement between HUCTW and the University, to achieve the objectives of the group.

 Harvard University

 HUCTW

Side Letter re Transfers

When a staff member experiences a loss in pay due to either a) involuntary transfer to a new position in the same salary grade or b) a transfer to a new position in the same labor grade following a lay off or a leave of absence, and the matter is brought to the attention of the Director of Labor Relations and the Director of HUCTW, appropriate salary adjustments may be affected by mutual agreement as circumstances warrant.

 Harvard University

 HUCTW

Side Letter re Time Allocation

The parties have agreed to amend the time allocation provision of Article I of the Agreement to provide for the following:

Apart from the above the parties have agreed that additional release time of one day per month for members of the HUCTW Executive Board and two hours per month for HUCTW joint council team leaders would be appropriate in support of the above referenced joint processes

 Harvard University

 HUCTW

Harvard University President and Fellows of Harvard College	HUCTW Harvard Union of Clerical and Technical Workers AFSCME, AFL-CIO
Polly Price Associate Vice President for Human Resources	Kris Rondeau Chief Negotiator
Timothy Manning	Bill Jaeger
Lianne Sullivan	Donene Williams
	Gloria Buffonge
	Jennie Rathbun
	Tom Canel
	Bob Brustman

Marilyn Byrne
Adrienne Landeau
Sue Leavitt
Bob Mendelson

***Contract Extension July 1, 1999 through June 30, 2001
Letter of Agreement***

Notwithstanding the Time Allocation provisions of the collective bargaining agreement, the University has agreed that the Union President and one other officer of the Union to be named by the Union will experience no loss in pay due to reasonable time away from their occupational activities for the University in the performance of representation duties provided such representation duties are confined to the administration and application of the collective bargaining agreement between the University and the Union.

SALARY GRADE TABLE

HUCTW BARGAINING UNIT ANNUAL SALARY RANGES

Effective July 1, 2000

Grade	Hours	Hourly	Grade Minimum			Hiring Guideline			Grade Maximum			
			Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly
2	35	10.31	782	1564	18,768	12.63	958	1916	22,992	14.95	1,134	22
	40	10.31	889	1778	21,336	12.63	1,095	2190	26,280	14.95	1,296	25
3	35	10.97	832	1664	19,968	13.44	1,019	2038	24,456	16.06	1,218	24
	40	10.97	951	1902	22,824	13.44	1,165	2330	27,960	16.06	1,392	27
4	35	11.37	862	1724	20,688	13.92	1,056	2112	25,344	16.80	1,274	25
	40	11.37	986	1972	23,664	13.92	1,207	2414	28,968	16.80	1,456	29
5	35	12.11	918	1836	22,032	14.82	1,124	2248	26,976	18.05	1,369	27
	40	12.11	1,050	2100	25,200	14.82	1,285	2570	30,840	18.05	1,565	31
6	35	12.90	978	1956	23,472	15.80	1,198	2396	28,752	19.39	1,471	29
	40	12.90	1,118	2236	26,832	15.80	1,370	2740	32,880	19.39	1,681	33
7	35	13.97	1,060	2120	25,440	17.13	1,299	2598	31,176	21.23	1,610	32

	40	13.97	1,211	2422	29,064	17.13	1,485	2970	35,640	21.23	1,840	36
8	35	15.17	1,151	2302	27,624	18.57	1,408	2816	33,792	23.25	1,763	35
	40	15.17	1,315	2630	31,560	18.57	1,610	3220	38,640	23.25	2,015	40
9	35	16.45	1,248	2496	29,952	20.16	1,529	3058	36,696	25.44	1,929	38
	40	16.45	1,426	2852	34,224	20.16	1,747	3494	41,928	25.44	2,205	44
10	35	17.85	1,354	2708	32,496	21.87	1,659	3318	39,816	27.86	2,113	42
	40	17.85	1,547	3094	37,128	21.87	1,896	3792	45,504	27.86	2,415	48

(1) It is generally expected that new staff will be hired at a rate less than the hiring guideline which has been set at 22.5% above the minimum of each grade.

(2) The Annual Progression Amount is equal to 3% of the minimum of the range.

SALARY GRADE TABLE

HUCTW BARGAINING UNIT ANNUAL SALARY RANGES

Effective July 1, 1996

Grade	Hours	Grade Minimum				Hiring Guideline				Grade Maximum			A
		Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	
2	35	9.36	710	1,420	17,040	11.48	871	1,742	20,904	13.58	1,030	2,060	
	40	9.36	811	1,622	19,464	11.48	995	1,990	23,880	13.58	1,177	2,354	
3	35	9.97	756	1,512	18,144	12.21	926	1,852	22,224	14.60	1,107	2,214	
	40	9.97	864	1,728	20,736	12.21	1,058	2,116	25,392	14.60	1,265	2,530	
4	35	10.33	783	1,566	18,792	12.65	959	1,918	23,016	15.26	1,157	2,314	
	40	10.33	895	1,790	21,480	12.65	1,096	2,192	26,304	15.26	1,323	2,646	
5	35	11.00	834	1,668	20,016	13.47	1,022	2,044	24,528	16.40	1,244	2,488	
	40	11.00	953	1,906	22,872	13.47	1,168	2,336	28,032	16.40	1,421	2,842	
6	35	11.71	888	1,776	21,312	14.34	1,088	2,176	26,112	17.62	1,336	2,672	
	40	11.71	1,015	2,030	24,360	14.34	1,243	2,486	29,832	17.62	1,527	3,054	
7	35	12.70	963	1,926	23,112	15.56	1,180	2,360	28,320	19.29	1,463	2,926	
	40	12.70	1,101	2,202	26,424	15.56	1,349	2,698	32,376	19.29	1,672	3,344	

8	35	13.79	1,046	2,092	25,104	16.88	1,280	2,560	30,720	21.13	1,602	3,204
	40	13.79	1,195	2,390	28,680	16.88	1,463	2,926	35,112	21.13	1,831	3,662
9	35	14.95	1,134	2,268	27,216	18.32	1,389	2,778	33,336	23.11	1,753	3,506
	40	14.95	1,296	2,592	31,104	18.32	1,588	3,176	38,112	23.11	2,003	4,006
10	35	16.22	1,230	2,460	29,520	19.87	1,507	3,014	36,168	25.31	1,919	3,838
	40	16.22	1,406	2,812	33,744	19.87	1,722	3,444	41,328	25.31	2,194	4,388

(1) It is generally expected that new staff will be hired at a rate less than the hiring guideline which has been set at 22.5% above the minimum of each grade.

(2) The Annual Progression Amount is equal to 3% of the minimum of the range.

SALARY GRADE TABLE

HUCTW BARGAINING UNIT ANNUAL SALARY RANGES

Effective July 1, 1997

Grade	Hours	Grade Minimum				Hiring Guideline				Grade Maximum			A
		Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	
2	35	9.57	726	1,452	17,424	11.73	890	1,780	21,360	13.88	1,052	2,104	
	40	9.57	830	1,660	19,920	11.73	1,017	2,034	24,408	13.88	1,203	2,406	
3	35	10.19	773	1,546	18,552	12.48	946	1,892	22,704	14.92	1,131	2,262	
	40	10.19	883	1,766	21,192	12.48	1,082	2,164	25,968	14.92	1,293	2,586	
4	35	10.56	801	1,602	19,224	12.93	981	1,962	23,544	15.60	1,183	2,366	
	40	10.56	915	1,830	21,960	12.93	1,121	2,242	26,904	15.60	1,352	2,704	
5	35	11.24	852	1,704	20,448	13.77	1,044	2,088	25,056	16.76	1,271	2,542	
	40	11.24	974	1,948	23,376	13.77	1,193	2,386	28,632	16.76	1,453	2,906	
6	35	11.97	908	1,816	21,792	14.66	1,112	2,224	26,688	18.01	1,366	2,732	
	40	11.97	1,037	2,074	24,888	14.66	1,271	2,542	30,504	18.01	1,561	3,122	
7	35	12.98	984	1,968	23,616	15.90	1,206	2,412	28,944	19.71	1,495	2,990	
	40	12.98	1,125	2,250	27,000	15.90	1,378	2,756	33,072	19.71	1,708	3,416	
8	35	14.09	1,069	2,138	25,656	17.25	1,308	2,616	31,392	21.59	1,637	3,274	
	40	14.09	1,221	2,442	29,304	17.25	1,495	2,990	35,880	21.59	1,871	3,742	

9	35	15.28	1,159	2,318	27,816	18.72	1,420	2,840	34,080	23.62	1,791	3,582
	40	15.28	1,324	2,648	31,776	18.72	1,622	3,244	38,928	23.62	2,047	4,094
10	35	16.58	1,257	2,514	30,168	20.31	1,540	3,080	36,960	25.87	1,962	3,924
	40	16.58	1,437	2,874	34,488	20.31	1,760	3,520	42,240	25.87	2,242	4,484

(1) It is generally expected that new staff will be hired at a rate less than the hiring guideline which has been set at 22.5% above the minimum of each grade.

(2) The Annual Progression Amount is equal to 3% of the minimum of the range.

SALARY GRADE TABLE

HUCTW BARGAINING UNIT ANNUAL SALARY RANGES

Effective July 1, 1998

Grade	Hours	Grade Minimum				Hiring Guideline				Grade Maximum		
		Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly
2	35	9.81	744	1,488	17,856	12.02	912	1,824	21,888	14.23	1,079	2,158
	40	9.81	850	1,700	20,400	12.02	1,042	2,084	25,008	14.23	1,233	2,466
3	35	10.44	792	1,584	19,008	12.79	970	1,940	23,280	15.29	1,160	2,320
	40	10.44	905	1,810	21,720	12.79	1,109	2,218	26,616	15.29	1,325	2,650
4	35	10.82	821	1,642	19,704	13.25	1,005	2,010	24,120	15.99	1,213	2,426
	40	10.82	938	1,876	22,512	13.25	1,149	2,298	27,576	15.99	1,386	2,772
5	35	11.52	874	1,748	20,976	14.11	1,070	2,140	25,680	17.18	1,303	2,606
	40	11.52	999	1,998	23,976	14.11	1,223	2,446	29,352	17.18	1,489	2,978
6	35	12.27	931	1,862	22,344	15.03	1,140	2,280	27,360	18.46	1,400	2,800
	40	12.27	1,064	2,128	25,536	15.03	1,303	2,606	31,272	18.46	1,600	3,200
7	35	13.30	1,009	2,018	24,216	16.30	1,236	2,472	29,664	20.20	1,532	3,064
	40	13.30	1,153	2,306	27,672	16.30	1,413	2,826	33,912	20.20	1,751	3,502
8	35	14.44	1,095	2,190	26,280	17.68	1,341	2,682	32,184	22.13	1,678	3,356
	40	14.44	1,252	2,504	30,048	17.68	1,533	3,066	36,792	22.13	1,918	3,836
9	35	15.66	1,188	2,376	28,512	19.19	1,455	2,910	34,920	24.21	1,836	3,672
	40	15.66	1,357	2,714	32,568	19.19	1,663	3,326	39,912	24.21	2,099	4,198
10	35	16.99	1,289	2,578	30,936	20.82	1,579	3,158	37,896	26.52	2,011	4,022
	40	16.99	1,473	2,946	35,352	20.82	1,805	3,610	43,320	26.52	2,299	4,598

(1) It is generally expected that new staff will be hired at a rate less than the hiring guideline which has been set at 22.5%

above the minimum of each grade.

(2) The Annual Progression Amount is equal to 3% of the minimum of the range.

SALARY GRADE TABLE

HUCTW BARGAINING UNIT ANNUAL SALARY RANGES

Effective July 1, 1999

Grade	Hours	Grade Minimum				Hiring Guideline				Grade Maximum			A
		Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	
2	35	10.06	763	1,526	18,312	12.32	934	1,868	22,416	14.58	1,106	2,212	
	40	10.06	872	1,744	20,928	12.32	1,068	2,136	25,632	14.58	1,264	2,528	
3	35	10.70	812	1,624	19,488	13.11	994	1,988	23,856	15.67	1,189	2,378	
	40	10.70	927	1,854	22,248	13.11	1,136	2,272	27,264	15.67	1,358	2,716	
4	35	11.09	841	1,682	20,184	13.58	1,030	2,060	24,720	16.39	1,243	2,486	
	40	11.09	961	1,922	23,064	13.58	1,177	2,354	28,248	16.39	1,421	2,842	
5	35	11.81	896	1,792	21,504	14.46	1,097	2,194	26,328	17.61	1,336	2,672	
	40	11.81	1,024	2,048	24,576	14.46	1,253	2,506	30,072	17.61	1,526	3,052	
6	35	12.58	954	1,908	22,896	15.41	1,169	2,338	28,056	18.92	1,435	2,870	
	40	12.58	1,090	2,180	26,160	15.41	1,336	2,672	32,064	18.92	1,640	3,280	
7	35	13.63	1,034	2,068	24,816	16.71	1,267	2,534	30,408	20.71	1,571	3,142	
	40	13.63	1,181	2,362	28,344	16.71	1,448	2,896	34,752	20.71	1,795	3,590	
8	35	14.80	1,123	2,246	26,952	18.12	1,374	2,748	32,976	22.68	1,720	3,440	
	40	14.80	1,283	2,566	30,792	18.12	1,571	3,142	37,704	22.68	1,966	3,932	
9	35	16.05	1,217	2,434	29,208	19.67	1,492	2,984	35,808	24.82	1,882	3,764	
	40	16.05	1,391	2,782	33,384	19.67	1,705	3,410	40,920	24.82	2,151	4,302	
10	35	17.41	1,320	2,640	31,680	21.34	1,619	3,238	38,856	27.18	2,061	4,122	
	40	17.41	1,509	3,018	36,216	21.34	1,850	3,700	44,400	27.18	2,356	4,712	

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SALARY GRADE TABLE

HUCTW BARGAINING UNIT ANNUAL SALARY RANGES

Effective July 1, 2000

Grade	Hours	Grade Minimum				Hiring Guideline				Grade Maximum			A
		Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	Annual	Hourly	Semi-Monthly	Monthly	
2	35	10.31	782	1,564	18,768	12.63	958	1,916	22,992	14.95	1,134	2,268	
	40	10.31	889	1,778	21,336	12.63	1,095	2,190	26,280	14.95	1,296	2,592	
3	35	10.97	832	1,664	19,968	13.44	1,019	2,038	24,456	16.06	1,218	2,436	
	40	10.97	951	1,902	22,824	13.44	1,165	2,330	27,960	16.06	1,392	2,784	
4	35	11.37	862	1,724	20,688	13.92	1,056	2,112	25,344	16.80	1,274	2,548	
	40	11.37	986	1,972	23,664	13.92	1,207	2,414	28,968	16.80	1,456	2,912	
5	35	12.11	918	1,836	22,032	14.82	1,124	2,248	26,976	18.05	1,369	2,738	
	40	12.11	1,050	2,100	25,200	14.82	1,285	2,570	30,840	18.05	1,565	3,130	
6	35	12.90	978	1,956	23,472	15.80	1,198	2,396	28,752	19.39	1,471	2,942	
	40	12.90	1,118	2,236	26,832	15.80	1,370	2,740	32,880	19.39	1,681	3,362	
7	35	13.97	1,060	2,120	25,440	17.13	1,299	2,598	31,176	21.23	1,610	3,220	
	40	13.97	1,211	2,422	29,064	17.13	1,485	2,970	35,640	21.23	1,840	3,680	
8	35	15.17	1,151	2,302	27,624	18.57	1,408	2,816	33,792	23.25	1,763	3,526	
	40	15.17	1,315	2,630	31,560	18.57	1,610	3,220	38,640	23.25	2,015	4,030	
9	35	16.45	1,248	2,496	29,952	20.16	1,529	3,058	36,696	25.44	1,929	3,858	
	40	16.45	1,426	2,852	34,224	20.16	1,747	3,494	41,928	25.44	2,205	4,410	
10	35	17.85	1,354	2,708	32,496	21.87	1,659	3,318	39,816	27.86	2,113	4,226	
	40	17.85	1,547	3,094	37,128	21.87	1,896	3,792	45,504	27.86	2,415	4,830	

(1) It is generally expected that new staff will be hired at a rate less than the hiring guideline which has been set at 22.5% above the minimum of each grade.

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	Arts	Clerical & Administration	Communications	Facilities	Finance
Grade 2		Clerical Asst Copy Machine Op II		Mail Clerk I	
Grade 3		Receptionist		Mail Clerk II Maintenance Tech I	Accounting Asst II
Grade 4	Loeb Tech I	Secty I Staff Asst I Copy Mach Op III	Photographic Asst Editorial Asst I	Mail Clerk III Supply Clerk Tech Radiation Safety	

Grade 5		Secty I, Tech	Media Tech II	Maintenance Tech II	Accounting Asst III
Grade 6	Loeb Tech II Piano Tech I	Secty II Staff Asst II	Editorial Asst II Graphics Asst II	EH&S Tech II Communications Dispatcher	Financial Asst
Grade 7		Secty II, Tech	Media Tech III Photographer I	Maint Tech III Asst Build Super	Accounting Asst IV Purchasing Asst Loan Collector II
Grade 8	Loeb Tech III	Secty III Staff Asst III	Media Tech IV Graphics Asst III Editorial Asst III	Building Svcs Asst EH&S Tech III	Accounting Asst V
Grade 9	Boat Builder	Secty III, Tech Executive Secty	Photograher II		
Grade 10					

Health Care	Information Technology	Library	Museums	Research	
		•Lib Door Checker		•Lab Aide •Animal Tech I	Grade 2
•Nurse Asst	•Computer Asst I	•Lib Asst II		•Lab Asst •Animal Tech II	Grade 3
	•Computer Asst II	•Lib Asst III •Microfilm Cam Op II	•Curatorial Asst I	•Lab Tech	Grade 4
•Dietary Asst	•Computer Asst III			•Animal Tech III	Grade 5

<ul style="list-style-type: none"> •Clinical Lab Tech •Radiologic Tech •Dental Asst I 	•Computer Asst IV	•Lib Asst IV	<ul style="list-style-type: none"> •Exhibit Assit I •Curatorial Asst II 	<ul style="list-style-type: none"> •Res Asst I (lab) •Res Asst I (non-lab) •Instruc. Lab Tech 	Grade 6
•Dental Asst II	•Computer Asst V	•Lib Asst V	•Preparator	<ul style="list-style-type: none"> •Animal Technologist •Plant Technologist •Exper Res Mach I •Instruc Lab Tech/Curric Asst •Electronic Tech III 	Grade 7
	•Computer Asst VI	•Lib Asst VI	<ul style="list-style-type: none"> •Exhibit Asst II •Curatorial Asst III •Installer •Security Shift Supr 	<ul style="list-style-type: none"> •Res Asst II (Lab) •Res Asst II (non-lab) •Exper Res Mach II 	Grade 8
•Dental Hygienist				<ul style="list-style-type: none"> •Scientific Inst. Maker •Design Drafter •Electronic Tech IV 	Grade 9
					Grade 10