

ARTICLE XX

**APPOINTMENTS AND REAPPOINTMENTS FOR
BARGAINING UNIT MEMBERS WITH ACADEMIC APPOINTMENTS**

The University offers this counter proposal on Appointments and Reappointments with the understanding that the bargaining unit is comprised of the positions listed on the pages of this proposal. However, the University recognizes that the parties are in discussions about clarifying whether other positions not listed in this Article are in or out of the bargaining unit. If the parties add such positions to the bargaining unit voluntarily, or if ordered for inclusion through administrative proceedings (i.e. NLRB), the University reserves the right to reopen this article if, in the University's judgment, modifications need to be made to certain provisions of this proposal to account for the newly-added positions.

This is an integrated package proposal; must be agreed to in its entirety, along with Union acceptance of the University's last position on Discipline and Dismissal dated 12-12-24.

Section A. It is within the University's sole discretion to appoint, reappoint or not reappoint members of the bargaining unit and to determine the duration of such appointments, subject to the provisions of this Article.

All appointments and reappointments are contingent on factors such as performance, enrollments, curricular need, position availability, financial considerations, including external funding, the authorization of the divisional dean or appropriate administrator and in accordance with any appointment limitations herein.

Review of an employee's performance shall be in accordance with evaluation criteria and procedures developed by each School as may be amended from time to time.

Section B. Appointments and reappointments are generally for one (1) year or one (1) term unless otherwise provided in this Article.

Section C. FAS/SEAS- Instructional positions

The general description of the following bargaining unit positions is provided in the FAS Appointment and Promotion Handbook. The FAS/SEAS has the discretion to determine the appropriate types of instructional positions that are necessary to meet curricular and pedagogical needs and to change appointment types as needed. The following length of appointments and reappointments for the positions in the bargaining unit shall be as follows:

1. **Lecturer.** May be appointed for renewable one-year appointments only until the lecturer has accumulated a maximum of 3.0 annual lecturer FTE total and then capped. (One four-credit course is equivalent to 0.25 annual FTE). These appointments may be spread over multiple years. Alternatively, a Lecturer may be appointed into one non-renewable three-year term, with years 2 and 3 contingent upon a successful review.
2. **Preceptor I, II and III** **(NEW)** An appointment as a Preceptor I is for one year or it may be for an initial term of three years (with years 2 and 3 contingent upon a successful review). There are no further reappointments as a Preceptor I after the expiration of three years. However, during the last of the three years of service in this position, the Employee will be reviewed for promotion to Preceptor II. Preceptor II positions carry a term of five (5) years. If the Preceptor I is promoted, they will receive a five (5) year appointment as a Preceptor II. If the Preceptor I is not promoted to Preceptor II, then their appointment will expire at the end of their term.

During the last of the five years of service in the Preceptor II position, the Employee will be reviewed for promotion to Preceptor III. Preceptor III positions carry a term of five (5) years. If the Preceptor II is promoted, they will receive a five (5) year appointment as a Preceptor III. If the Preceptor II is not promoted to Preceptor III, then their appointment will expire at the end of their term.

Once the employee is promoted to Preceptor III, there shall be no limits on the number of Preceptor III reappointments, conditional on meeting the criteria outlined below and conditional on the University's determination of continuing need for the position.

Description of Preceptor I:

Preceptor I positions are reserved for teachers who provide language, skill-oriented, or other special instruction (including some introductory disciplinary instruction). They may not offer instruction of a disciplinary nature (beyond introductory instruction) or be in charge of courses of a non-departmental nature such as those offered by the General

Education and Freshman Seminar programs. Ordinarily, Preceptor I appointees teach the equivalent of five to six courses or sections per year (some departments might consider a very large course to be the equivalent of two courses), and at least half of their total work should be comprised of in-classroom teaching and not course-equivalent duties. The enrollment minimum for Preceptor I positions is 30 enrollments or equivalent per year across all courses. There must be curricular need and budgetary approval for the position.

Criteria for promotion to Preceptor II:

- Must meet the standards for Preceptor I in addition to the following:
 - Alignment with departmental or programmatic curricular goals
 - An ability to provide direct evidence of student learning
 - Clear alignment between assessments and course learning goals
 - A commitment to fostering an inclusive learning environment that encourages open inquiry and the free exchange of ideas
- There must also be curricular need and budgetary approval for the position

Teaching load:

- 5-6 courses or sections or equivalent, as determined by the division

Enrollment minimum:

- A minimum of 30 enrollments or equivalent per year across all courses

Criteria for promotion to Preceptor III:

- Must meet the standards for Preceptor II in addition to the following:
 - Evidence of successfully implementing evidence-based teaching practices, including a consistent history of assessing student learning and making adjustments to teaching based on findings
 - Evidence of mentorship or leadership in fostering these teaching practices amongst peers or mentees (e.g. training Preceptors and/or TA/TFs, etc.)
- There must be curricular need and budgetary approval for the position
- Preceptor III appointments are reviewed by an FAS committee

Teaching load:

- 5-6 courses or sections or equivalent, as determined by the division

Enrollment minimum:

- A minimum of 30 enrollments or equivalent per year across all courses

For those Preceptors employed at the time of ratification of this Agreement and in the middle of an appointment, such Preceptors will be allowed to complete their current appointment. Upon the conclusion of their current appointment, they may apply for an open Preceptor position, which is contingent on curricular need and budgetary approval, and will require an open, advertised search conducted in accordance with all applicable FAS search procedures.

3. **College Fellow.** College Fellowships are one-year positions with the possibility of renewal for one additional year only. No further renewals are allowed.
4. **Benjamin Peirce Fellow (Math).** This appointment is for a period of three (3) years and is not renewable. However, those who choose to take unpaid leaves during their time as a Benjamin Peirce Fellow may be given the option of extending their Benjamin Peirce Fellowship by an equivalent amount of time, depending on curricular needs and budget constraints, and with approval by the Department Chair. In such cases, appointments as Benjamin Peirce Fellows cannot ordinarily exceed a maximum of five (5) years total and capped.
5. **Briggs-Copeland Lecturer (English).** This appointment is for a period of five (5) years and is not renewable.
6. **Associate Senior Lecturer.** This appointment is for a period of five (5) years and is not renewable.
7. **Teaching Assistant.** Usually part-time appointments and are only for a term of teaching (e.g. semester, academic year) at a time. Reappointment for a new term is possible up to four years total and capped. Teaching a semester in a given academic year will count as one of the four years.

Section D. FAS – Research

The general description of the following bargaining unit positions is presented in the FAS Appointment and Promotion Handbook. The following length of appointments and reappointments for the positions in the bargaining unit shall be as follows:

1. **Fellow.** Ordinarily three (3) to twelve (12) months with reappointment possible up to no more than three (3) years total and capped.
2. **Post-Doctoral Fellows.** Ordinarily three (3) to twelve (12) months with reappointment possible to no more than five (5) years total and capped. However, at

the conclusion of five years, such post-doctoral fellow will be eligible to be appointed as a Research Associate.

3. **Research Associates.** Ordinarily one (1) year appointment renewable to a maximum of five (5) years total and capped.
4. **Research Fellows.** Ordinarily three (3) to twelve (12) months with reappointment possible to a maximum of five (5) years total and capped.
5. **Research Scientists (or Research Scholars).** Appointments are made for five (5) years. Reappointment in this rank for an additional five-year term is possible. Part-time appointments or non-consecutive appointments for a fraction of a year will ordinarily count as a one-year appointment for determining eligibility for a renewal or a review date.
6. **Senior Research Scientists (or Senior Research Scholars)** Appointments are made for five (5) years. Reappointment in this rank for an additional five-year term is possible. Part-time appointments or non-consecutive appointments for a fraction of a year will ordinarily count as a one-year appointment for determining eligibility for a renewal or a review date.
7. **Senior Research Fellows.** Continuous appointment but may be terminated with 12 months' notice for lack of funding.
8. **Research Assistant grad student non degree.** Semester appointments with possibility of additional semester appointments.

Section E Medical School

The general description of the following bargaining unit positions is described in Faculty of Medicine Handbook. The following length of appointments and reappointments for the positions in the bargaining unit shall be as follows:

1. **Instructor.** One year appointment. May be reappointed to for one additional year
2. **Lecturer (annual).** One year appointment, full or part time. May be reappointed to additional one year terms. After three consecutive one-year appointments may be recommended for a three year appointment as a lecturer.

3. **Senior Lecturer (annual).** One year appointment, full or part time. May be reappointed to additional one-year terms. After three consecutive one-year appointments may be recommended for a three-year appointment as a senior lecturer.
4. **Senior Lecturer** Three-year appointment, full or part-time. May be reappointed for additional three-year terms.
5. **Teaching Assistant** Usually part-time appointments and are only for a term of teaching (e.g. semester, academic year) at a time. Reappointment for a new term is possible up to four years total and capped. Teaching a semester in a given academic year will count as one of the four years.
6. **Research Fellow** One or two year renewable appointment
7. **Associate, Academic** One year renewable appointment
8. **Research Associate** One-year renewable appointment
9. **Principal Associate** Three-year renewable appointment
10. **Teaching Associate** One-year renewable appointment
11. **Research Scientist (RSI)** Five year renewable appointment
12. **Senior Research Scientist (RSII)** Five year renewable appointment
13. **Principal Research Scientist (RSIII)** Five year renewable appointments
14. **Research Assistant grad student non degree.** Semester appointments with possibility of additional semester appointments.

Section F Divinity School

The general description of the following bargaining unit positions is described in the Harvard Divinity School Faculty Appointments Handbook (3.5.2019). The following length of appointments and reappointments for the positions in the bargaining unit shall be as follows:

1. **Fellow** 3-12 month renewable up to three years and capped
2. **Post-doctoral fellow** 3-12 months, renewable up to 3-5 years and capped

3. **Instructor, Adjunct.** One semester or one year, half-time or less, renewable indefinitely.
4. **Lecturer.** One semester or one year, half-time or less, renewable indefinitely, provided the appointee is not HDS staff member.
5. **Research Associate** One-year appointments, renewable up to a maximum of five years and capped
6. **Teaching Assistant.** Usually part-time appointments and are only for a term of teaching (e.g. semester, academic year) at a time. Reappointment for a new term is possible up to four years total and capped. Teaching a semester in a given academic year will count as one of the four years.

Section G. Reappointment is not guaranteed to Employees and there is no presumption of reappointment. An Employee holding one of the bargaining unit positions may be considered for reappointment in the discretion of the University based on performance and such factors as enrollments, curricular need, position availability, financial considerations, including external funding, the authorization of the divisional dean or appropriate administrator and in accordance with any appointment limitations herein.

Section H. If the University decides in its discretion to reappoint an Employee to another appointment period, they will receive notification of such reappointment within a reasonable period of time prior to the expiration of their term.

Section I Appointments and reappointments for those Employees funded by grants or other external sponsored support are contingent upon the continuation of such support. If the restricted funding ceases, or if there is a significant change in the nature of the funded activity, in the middle of such an appointment, the appointment may be immediately terminated or reduced in FTE, provided written notice is received by the Employee at least thirty (30) days before the expiration of the funding. If the thirty (30) day notice is not given, the Employee will receive pay to make up for whatever notice has not been provided. Such terminations are not grievable.

Section J. Any decision to not reappoint any member of the bargaining unit, or to reappoint but with shorter terms or a smaller FTE, will not be grievable.