

ARTICLE XX.
WORKLOADS

Section A. General

1. The ~~Corporation~~ University and the Union agree that uniformity in work assignments is not achievable considering the diverse nature of each academic unit and its programs as well as other factors particular to each field of study or research. Subject to the provisions in this Article, the ~~Corporation~~ University will determine the number and nature of specific tasks and broad responsibilities that comprise the workload of ~~such~~ Employees ~~appointment~~, which will generally include responsibilities in the areas of teaching, academic advising, and/or service to the department, program, School and University; research work; and/or other professional duties as set forth in this Article.
2. Each Employee's duties and responsibilities shall be reasonably encompassed by and within the parameters of the Employee's official job description and/or letter of appointment.
3. Should the Corporation ~~University~~ wish to revise or expand an Employee's role or assign additional responsibilities to that Employee beyond those reasonably encompassed by or within the parameters of their official job description and/or letter of appointment:
 - a. The Corporation ~~University~~ must provide written notice to the Employee detailing the proposed changes.
 - b. The Employee shall accept the proposed changes or request to meet with their supervisor to discuss possible alternatives.
 - c. In the event that the Employee is asked to temporarily perform duties outside their job description or appointment parameters, ~~the Corporation and the Employee will discuss possible additional compensation depending on circumstances~~ the Employee shall receive additional compensation pursuant to [Economic Article XX] for all hours spent on these temporary additional duties.
 - d. Every Employee, however, has the right to refuse any additional responsibilities or duties that fall outside their initial job description or appointment terms, and shall not be required to carry a workload exceeding 1.0 FTE. Any Employee who chooses to decline additional work responsibilities or assignments shall not be disciplined or retaliated against ~~or~~

~~otherwise negatively impacted~~ for doing so.

- e. Nothing shall preclude the right of a supervisor to preliminarily discuss such possible changes informally with the Employee without the need for a Union representative. However, Employees have a right to Union representation during any discussions with their supervisor in which their position ~~will~~ may be formally revised or expanded beyond its current scope. All agreed-upon changes must be documented in writing.
 - f. It is understood that the specific duties and methods by which work is performed may evolve over time as a result of changes in technology, organizational processes, or best practices. Such evolution of duties that remain within the ~~general~~ scope of the employee's job description and/or letter of appointment shall not, in and of itself, be considered a revision, expansion, or additional assignment for the purposes of this provision.
- 4. Employees shall not be required to be responsive to work-related communication outside of their ~~assigned~~ regular working hours (including via email, Slack, Zoom, telephone, or any other communication platform).
 - 5. The work week for full-time Employees is thirty-five (35) hours, on average. The work schedules of Employees are not tied to a fixed number of hours per day or per week, nor are they tied to a fixed number of days per week. While the standard work week is considered to be 35 hours, it is understood that in the course of a year or 9-month appointment, the number of hours worked by an Employee and the days on which such work must be performed may vary to meet seasonal needs or specific demands of the position. However, no Employee shall be required to work more than fifty-two and one half (52.5) hours, or the pro rata equivalent, in any individual week.

Section B. Professional Staff Employees

- ~~1. Each Professional Staff Employee's duties and responsibilities shall be reasonably encompassed by and within the parameters of the Employee's official job description and/or letter of appointment limited to those explicitly outlined in their official job description or letter of appointment. The duties and responsibilities of research and teaching Employees except as are described below in Sections C and D.~~
- ~~2. Should the Corporation University wish to revise or expand an Employee's role or assign additional responsibilities to that Employee beyond those reasonably encompassed by or within the parameters of their official job description and/or letter of appointment:~~

- ~~a. The Corporation University must provide written notice to the Employee detailing the proposed changes.~~
 - ~~b. The Employee shall accept the proposed changes or request to meet with their supervisor to discuss possible alternatives. The Employee has the ultimate right to accept or decline additional responsibilities. have the right to accept or decline the additional responsibilities, consistent with f the provisions of this article.~~
- ~~6. If accepted, both parties must agree upon appropriate additional compensation, which shall be no less than proportional to the increase in responsibilities.~~
- ~~c. Nothing shall preclude the right of a supervisor to preliminarily discuss such possible changes informally with the Employee without the need for a Union representative. However, Employees have a right to Union representation during any discussions with their supervisor in which their position will may be formally revised or expanded beyond its current scope. related to role expansion and compensation adjustments. All agreed-upon changes must be documented in writing.~~

~~Section D:~~

- ~~d. It is understood that the specific duties and methods by which work is performed may evolve over time as a result of changes in technology, organizational processes, or best practices. Such evolution of duties that remain within the general scope of the employee's job description and/or letter of appointment shall not, in and of itself, be considered a revision, expansion, or additional assignment for the purposes of this provision.~~

~~3. Compensation for Temporary Additional Duties~~

- ~~1. Such duties must not exceed ten percent (10%) of the Employee's regular workload.~~
- ~~2. The duration of such temporary assignment shall not exceed thirty (30) calendar days.~~
- ~~3. The Employee shall receive additional compensation at a rate of one and one-half (1.5) times their regular hourly rate for all hours spent on these temporary additional duties.~~

~~Section E — Right to refuse~~

~~Any Employee may elect to take on additional work responsibilities (above 1.0 Full-time Equivalent, hereafter FTE), limited only by their ability to perform the assigned responsibilities. Every Employee, however, has the right to refuse any additional responsibilities or duties that~~

~~fall outside their initial job description or appointment terms, and shall not be required to carry a workload exceeding 1.0 FTE. Any Employee who chooses to decline additional work responsibilities or assignments shall not be disciplined or retaliated against or otherwise negatively impacted for doing so.~~

Section F.

~~4. Scheduling for professional non-academic staff~~

1. The work expectations of professional ~~non-academic~~ staff will vary ~~within the parameters of based on~~ the general outline of duties in their particular job description or letter of appointment.
- ~~2. The workweek for full-time Employees is thirty-five (35) hours, on average. The work schedules of professional non-academic staff are not tied to a fixed number of hours per day or per week, nor are they tied to a fixed number of days per week. While the standard work week is considered to be 35 hours, i~~ It is understood that in the course of a year, the number of hours worked by a professional staff employee and the days on which such work must be performed may vary to meet seasonal needs or specific demands of the position. ~~However, no Employee shall be required to work more than fifty-two and one half (52.5) hours, or the pro rata equivalent, in any individual week.~~
- ~~3. In recognition of their professional exempt status, assigned work schedules will be variable on occasion and may exceed or be less than 35 hours a week. Professional staff employees do not receive overtime compensation or compensatory time off.~~
4. Supervisors shall consider in good faith reasonable requests by bargaining unit members for flexibility and adjustments to unusual, irregular, and/or non-standard working hours.
- ~~5. The University is respectful of the personal time of its Employees. However, due to the nature of the University's operations and the professional nature of bargaining unit positions, there will be times when it is necessary for Employees to respond to work-related communications outside of their normal hours (including via email, Slack, Zoom, telephone or other communication platforms.)~~

Section F

~~The workweek for full-time Employees is thirty-five (35) hours. The regular working hours for a job must be reasonable; suited to the job's research, teaching, and/or service assignments; and communicated to the Employee upon hiring.~~

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- ~~1. Employees shall be afforded reasonable flexibility to meet their work assignments outside of regular working hours, should they choose; such flexibility may occasionally allow a schedule of less than thirty-five (35) hours in a given week.~~
- ~~2. Employees shall not be required to be responsive to work-related communication outside of their assigned regular working hours (including via email, Slack, Zoom, telephone, or any other communication platform).~~
- ~~3. The Corporation shall not require any full-time Employee to work over thirty-five (35) hours per week, on average, over the course of the working year or nine (9) month appointment, whichever is applicable. Required working hours per week for alternate FTE appointments shall be directly proportional to the 1.0 FTE appointment in relationship to workload. Any Employee shall not be required to work more than fifty-two and one-half (52.5) hours, or the pro rata equivalent, in any individual week.~~
- ~~4. Except when specific notice of unusual working hours is provided to a prospective Employee upon extension of a job offer, the Corporation may not require any Employee to meet, teach, or be responsive to work-related communication before nine (9) AM or after six (6) PM on weekdays, at any time during weekends or holidays, or, for 9-month appointees, during the winter recess and months of June and July.~~

Section G-C. Workloads for Research Appointments

1. This section applies to all academic research positions, including Fellows, Post-doc Fellows, Research Associates, Research Scientists and other Employees, whose primary duties involve research work at the University. For purposes of this Article, they shall be collectively referred to as Research Employees.
2. ~~While all research appointees are exempt professionals,~~ The Corporation ~~University~~ shall set reasonable work hours, schedules and expectations for Research Employees' assigned work duties commensurate with their appointments.
3. Work assignments will generally involve research but may involve related tasks that assist in the overall research endeavor. For example, Research Employees may be required to perform the following services, including: contributing to lab or group research infrastructure, including assisting with grant and paper preparation, writing or reporting; developing, documenting or maintaining hardware, software, or other equipment; documenting protocols and recordkeeping; mentoring and recruitment; research tasks or meeting project milestones and compliance obligations associated with

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sponsored research agreements; group safety responsibilities; reading literature; serving on institutional committees; attending conferences, seminar, talks, or symposia; pursuing professional development; and other similar responsibilities.

4. Research Employees will be informed with reasonable notice of the approximate hours that they are expected to work each week. If the ~~Corporation University~~ requires a specific work schedule, it must be reasonable and ~~demonstrably necessary~~ related to the research needs. The Union also acknowledges that ~~due to~~ the requirements of certain research, specific hours of work including during which time of day work must take place, may vary widely based upon the needs of the research projects.
5. Departments and supervisors shall normally schedule mandatory work events or meetings during standard business hours (e.g., M–F 9:00am–5:00pm). Seminars, special scientific opportunities, symposia, retreats, socials, and similar optional events may, on occasion, be scheduled outside of standard business hours.
6. Employees with research appointments shall be assigned 1.0 (100%) Full-time Equivalent (hereafter FTE), except in the following circumstances:
 - a. Upon written request of the Employee with a research appointment and with written agreement of the Employee's supervisor, the ~~Corporation University~~ may grant an exception to the full-time appointment when the Employee is unable to make a full-time commitment for reasons of health or family responsibilities. Such a request must take into account extramural funding agency requirements, if any.
 - b. ~~Any Employee may elect to take on additional work opportunities at Harvard above 1.0 FTE, limited only by their ability to competently perform their assigned responsibilities.~~
7. Unless stipulated in the initial job offer or otherwise agreed to by the ~~Corporation University~~ and the Employee, teaching or assisting in teaching a course shall not be a part of the duties of Employees with research appointments ~~nor do such Employees have a right to teach or assist in a course. Additional teaching assignments will follow FTE distributions laid out in Section H.8 of this Article. Additional teaching assignments will follow FTE distributions laid out in Section H.8 of this Article.~~
8. Work expectations will be prorated for Employees with less than a full-time appointment or less than 1.0 FTE research effort alongside teaching responsibilities.

Section H D. **Workloads for Teaching Appointments**

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1. This section applies to all Lecturers, Preceptors, ~~Instructors Teaching Assistants~~ and other Employees whose ~~primary~~ duties involve instructional work at the University. These Employees, who shall be collectively referred to for purposes of this Article as “Instructional Employees,” are appointed primarily to contribute to the University’s teaching mission.
2. Such appointments require Employees to perform academic duties as set forth herein. The workload of Instructional Employees ~~is primarily teaching but~~ may include responsibilities in the areas of academic advising and service to the department, School, and/or University, as set forth by the ~~supervisor~~, department chair, or program director.
3. Generally, full-time Instructional Employees are responsible for the following, although variations in assignment may occur by department, ~~subject to the limitations outlined in this article:~~
 - a. Teaching a variable number of courses or sections each year;~~; subject to the limitations outlined in this Article, and~~ delivering such instruction at days, times, and locations determined by the department or program;~~; and holding office hours for such courses or sections. subject to the limitations outlined in this Article.~~ In determining such assignments, the department chair or program director, in their reasonable discretion, will take into consideration the nature of the courses assigned; course preparations; class size; access to instructional support from graduate teaching fellows and/or teaching assistants, and other instructional factors that are relevant to assessing the relative burden of teaching a particular course.
 - b. Developing a course syllabus, or modifying or implementing an established course syllabus, that fulfills the curricular role of the course as determined by the University
 - c. Developing coursework and assignments, or modifying or implementing established coursework and assignments, that further the educational goals established in the course syllabus
 - d. Developing tools for evaluating student progress, or modifying or implementing established tools for evaluating student progress, relative to the educational goals of the course
 - e. Grading student work and providing constructive feedback to students in a timely fashion;
 - f. Submitting grades and other requested information about students in a timely fashion in accordance with University, School and department policies.
 - g. Adhering to any University, School or department policies dealing with student academic issues or procedures; student course evaluations; policy on plagiarism

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and the student code of conduct; student accommodation issues; and other rules and regulations governing students' and faculty members' work expectations.

- h. As directed, providing guidance and support for the work of any course assistants, graders, interns, language assistants, lab assistants or other personnel who may be assigned to a course.

- i. Course assignments may be scheduled at any time from Monday through Friday during the Instructional Employee's appointment period and will be made by the department chair or program director in their reasonable discretion.

4. ~~Teaching Assistants~~ **Instructors** are usually part time appointments and will be responsible for leading sections, evaluating student work and reporting to the course heads.

5. It is understood that instructional assignments to courses varies between the schools. ~~the Medical School instruction may vary from FAS and Divinity assignments to particular courses.~~ Any instructional assignments may ordinarily be scheduled at any time from Monday through Friday, but some courses may be ~~scheduled on weekends~~ ~~courses.~~ Expectations of instruction outside of regular business hours will be communicated to such Employees upon hire, and ~~during the Instructional Employee's appointment period and~~ such assignments will be made by the department chair or program director in their reasonable discretion.

- ~~6. Some Instructional Employees may also be required to serve as advisors to graduate and undergraduate students as directed by the department chair or program director. Instructional Employees are also expected to provide service to the department or program as may be assigned by the department chair or program directors.~~

7. Nothing in this article prohibits departments or academic units from granting or continuing course releases to Employees, consistent with policies and/or practices within the department, academic unit, division, or school.

- ~~8. The University recognizes that many Instructional Employees in FAS and HDS engage in their own research, scholarship or creative work as an important part of their professional lives, independent of their University duties. However, it is understood that such work is not a responsibility or expectation of their job nor is the University responsible for supporting such independent work.~~

9. All full-time teaching appointments for a full academic year shall be reckoned as 1.0 (100%) FTE for nine (9) months of work, paid out over twelve (12) months. ~~Teaching Assistants who are hired on a semester basis are not considered full time appointments.~~ Part-time teaching appointments may be made at any FTE level.

- a. Employees on part-time appointments (~~not including Teaching Assistants~~) may inform the relevant Department Chair if they would like to take on a course in the

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following semester for which the ~~Corporation~~ University would otherwise seek to recruit another part-time faculty member (as evinced, for example, by a job posting). ~~The Department Chair will consider the Employee's request in good faith.~~ If the Chair deems the Employee at least as qualified as other active or potential candidates, the course(s) shall be assigned to the Employee. ~~If the Chair deems the Employee at least as qualified as other active or potential candidates, the course(s) shall be assigned to the Employee.~~

- b. ~~Full-time Employees may only be adjusted to a part-time appointment by mutual agreement between Corporation and Employee, or pursuant to ARTICLE XX: Layoffs. Full-time Employees may only be adjusted to a part-time appointment by mutual agreement between Corporation and Employee.~~
 - c. ~~Any full-time Instructional Employee may elect to take on additional work responsibilities at Harvard above 1.0 FTE, limited only by their ability to competently perform their assigned responsibilities.~~
10. ~~All formal and informal responsibilities shall be considered to contribute towards a maximum of thirty-five (35) hours that full-time Instructional Employees can be reasonably expected to work, on average, per week over the course of a 9-month appointment. Appointments at less than 1.0 FTE will carry work expectations of the pro rata hourly equivalent.~~
11. ~~A regular four (4)-unit course shall be reckoned as a minimum of 0.25 FTE. An Instructional Employee on a Faculty appointment shall ordinarily be assigned two four (4)-unit courses, one eight (8)-unit course, or equivalent teaching or service work (0.5 FTE) per semester.~~
- a. ~~A regular four (4)-unit seminar course, discussion section, or lab section shall enroll no more than ten (10) students per faculty member, Instructor, or Teaching Fellow (hereafter TF) assigned to the course or section, except by written permission of the Employee(s) assigned to the course.~~
 - b. ~~Employees shall be offered Instructor or TF support, as appropriate, equivalent to that provided to voting faculty for comparable teaching assignments.~~
 - c. ~~A single four (4)-unit course or equivalent section may require of an Instructional Employee no more than six (6) contact and administrative hours per week, combined, averaged over a 13-week semester.~~

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- ~~i. A “contact hour” for a course or section is defined as an hour of weekly scheduled classroom time or an hour of required individual or small-group meetings with students that are integral to the course’s work. (Elective advisory meetings with students are not reckoned as contact hours.)~~
- ~~ii. An “administrative hour” for a course or section is defined as an hour of administrative work necessary to the functioning of a course (including but not limited to managing enrollments; coordinating and preparing teaching staff; maintaining course website; meeting with teaching staff; arranging course-essential travel, field trips, community activities, or guest visits; coordinating with community partners; filing reimbursement requests for course materials, etc.)~~
- d. Instructional Employees shall not be required to hold contact hours for their cumulative assigned course load more than four (4) days per week. A “contact hour” for a course or section is defined as an hour of weekly scheduled classroom time or an hour of required individual or small-group meetings with students that are integral to the course’s work. (Elective advisory meetings with students are not reckoned as contact hours.) ~~Employees shall not be required to hold contact hours for their cumulative assigned course load more than four (4) days per week.~~
- e. Discrete sections of the same course that meet at distinct times in a given week over the course of a semester are to each be considered one course for purposes of FTE. ~~Discrete sections of the same course that meet at distinct times in a given week over the course of a semester are to each be considered one course for purposes of FTE.~~

12. Other common teaching and service responsibilities shall be reckoned as follows:

- a. Senior thesis and capstone advising (ordinarily 1 contact hour per week, over full academic year): minimum 0.125 FTE.
- b. Nanocourse: minimum 0.0625 FTE.
- c. Tutorial or Independent study (1–2 students): minimum 0.15 FTE per semester
- d. Tutorial or Independent study (3+ students): minimum 0.25 FTE per semester
- e. Discussion section: minimum 0.2 FTE

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- f. Assisting primary instructor in course: minimum 0.2 FTE
 - g. Pre-Concentration advising and Concentration advising: minimum 0.01 FTE per advisee.
 - h. Service on major departmental committee: minimum 0.125 FTE over a full year.
 - i. Student recruitment, event planning, other departmental service: minimum 0.125 FTE over full year.
13. Employees on research appointments or in staff positions may concurrently hold an additional 0.0625 or greater FTE teaching appointment. ~~Employees on research appointments or in staff positions may concurrently hold an additional 0.0625 or greater FTE teaching appointment.~~
14. Each department or unit ~~may in their discretion consider~~ shall establish a clear and transparent framework whereby all teaching and formal service assignments beyond those defined in this Article are allocated a specific FTE value ~~in a certain course equivalency for instructional Employees in their department or unit.~~ Allocation of a course equivalency to a particular Employee shall remain in the discretion of the department chair or supervisor. To the extent such course equivalencies are discussed or established by a faculty committee, departments ~~are encouraged to~~ shall include instructional Employees in their department as participants in such discussions.

~~Within one (1) academic year of the ratification of this Agreement, each department or division shall establish a clear and transparent framework whereby all teaching and formal service assignments beyond those defined in this Article are allocated a specific FTE value, consistent with the FTE allocations stipulated in Section H.3 4. These guidelines shall be distributed to relevant Employees, posted electronically in a location accessible to University employees, and also sent to the Union. Any subsequent adjustments to this framework shall be immediately distributed to relevant Employees and to the Union.~~

- a. ~~Any committee or group discussion of policies and practices for faculty workload assignments must include bargaining unit members as fully participating members.~~
- b. ~~In departments and divisions that have appraised voting faculty non-research workloads in terms of FTE or course equivalency (for example, in a “3+1” framework), the departmental or divisional reckoning of work for Employees~~

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~~shall equal the values assigned to the same work for voting faculty. (For example, all work considered a “+1” for voting faculty shall be reckoned a 0.25 FTE for Instructional Employees.)~~

15. ~~Instructional Employees shall be furnished a detailed reckoning of the FTE breakdown of their expected workload upon hiring and on an annual basis by May 1 of each year for the following academic year. Employees shall be furnished a detailed reckoning of the FTE breakdown of their expected workload upon hiring and on an annual basis by May 1 of each year for the following academic year.~~

16. Course cancellations.

The ~~Corporation~~ **University** may cancel any course ~~in its discretion~~ based on student enrollments ~~or other curriculum factors~~. A course may be cancelled by the Corporation if ~~no students have enrolled in the course by the 3rd Monday (FAS) of the semester.~~ **by the 3rd Monday (FAS) of the semester (or appropriate analogous time for HMS courses and others offered on a non-semesterly schedule).** ~~For full-time Instructional Employees only and not including Teaching Assistants;~~ There shall be no reduction in FTE as a result of the cancellation of a course by the **University Corporation**. However, in the event an Instructional Employee's class is cancelled ~~due to low enrollment~~, the **University Corporation** may decide to assign the Employee an alternative course to teach or ~~an~~ alternative work equivalent to the cancelled course. Such alternative course ~~or work~~ **work**, if assigned, shall be reasonably connected to the Employee's ~~expertise or qualifications~~ **regular teaching, research, and/or service work**; shall normally be assigned during the same semester as the cancelled course was to be offered but may also be assigned to a subsequent semester without additional compensation **with the consent of the Employee** ~~(unless postponed to a subsequent semester or summer by mutual agreement between Corporation and Employee);~~ and shall be communicated to the Employee by the end of the fifth (5th) week of the semester ~~wherever possible taking into account schedule planning for subsequent semesters.~~

17. **Instructional** Employees shall have the right to discuss with ~~request that~~ their Department Chair or Divisional Dean ~~reconsider~~ their workload assignments and FTE status at any time.
18. ~~Employees who, at the start of this Agreement, were no longer eligible for full-time employment on a teaching appointment due to term limits may, within one (1) year following the ratification of this agreement, notify their department or unit of their intention to assume a full-time teaching workload. Upon receipt of such notification, departments shall assign courses or equivalent work to such an Employee to raise their~~

workload to 1.0 FTE as soon as curricular needs allow, and in any case before extending any offers to new hires for teaching work for which the Employee is reasonably qualified. ~~Employees who, at the start of this Agreement, were no longer eligible for full-time employment on a teaching appointment due to term limits may, within one (1) year following the ratification of this agreement, notify their department or unit of their intention to assume a full-time teaching workload. Upon receipt of such notification, departments shall assign courses or equivalent work to such an Employee to raise their workload to 1.0 FTE as soon as curricular needs allow, and in any case before extending any offers to new hires for teaching work for which the Employee is reasonably qualified.~~

19. Upon ratification of this agreement and implementation of this article, any Employee on a continuing appointment whose FTE is reckoned upwards by the provisions of this article shall have the option to freely accept or decline any work responsibilities above the FTE level of their original appointment. Should any worker choose to continue their status quo work responsibilities at the higher FTE level, the department or program hosting the appointment shall be granted the additional FTE to support the Employee's work. ~~Upon ratification of this agreement and implementation of this article, any Employee on a continuing appointment whose FTE is reckoned upwards by the provisions of this article shall have the option to freely accept or decline any work responsibilities above the FTE level of their original appointment. Should any worker choose to continue their status quo work responsibilities at the higher FTE level, the department or program hosting the appointment shall be granted the additional FTE to support the Employee's work.~~

Section I. Annual Review

The Corporation and Employee agree to review the job description or appointment parameters annually to ensure it accurately reflects the Employee's current responsibilities. Any changes resulting from this review shall be subject to mutual agreement and appropriate compensation adjustments.

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