

UNIVERSITY COUNTER
1-23-26

- Red:** Latest Union language. Either accepted or crossed-out as indicated
- Black:** Agreed upon language
- Yellow:** University language not agreed to by Union
- Blue:** New University language

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 Employees, which will generally include responsibilities in the areas of teaching, academic advising, and/or service to the department, program, School and ~~Corporation~~ 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, School, ~~Division~~, Department or unit policies or summaries of work expectations of the position, and/or letter of appointment. The duties and responsibilities of research and teaching Employees are only generally described in this Article.
3. Should the 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, School, ~~Division~~, Department or unit policies or summaries of work expectations of the position, and/or letter of appointment, the following shall apply:
 - a. The 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. **Temporary additions to duties.** In the event that the Employee is asked to temporarily perform duties outside their job description, School, **Division**, Department or unit policies or summaries of work expectations of the position and/or letter of appointment, the supervisor and the Employee **shall may** discuss as a consideration possible additional compensation that might be offered to the Employee depending upon 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 for doing so.~~
- e. **Permanent changes to positions.** Employees have a right to Union representation during any discussions with their supervisor in which their position is to be permanently revised or expanded beyond its current scope. All agreed-upon changes must be documented in writing. 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.
- f. ~~In any case of permanent or temporary reassignment of any University employee's job duties to an Employee, the receiving Employee shall be compensated for the additional duty.~~
- g. 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 scope of the employee's job description, School, **Division**, Department or unit policies or summaries of work expectations, 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 typically not be required to be responsive to work-related communication from their supervisor outside of their regular working hours (including via email, Slack, Zoom, telephone or any other communications platform), **except in situations where the supervisor has advised the Employee in advance that**

they may need to contact them after regular working hours or, if, in a telephone call or other electronic communication, the supervisor indicates that addressing an issue is urgent and cannot wait until the next work day.

~~A limited number of Employees, who have been previously notified of such duties, may be expected to be responsive to communication from their supervisor outside of their regular working hours in an urgent situation that could reasonably lead to natural consequences, such as damage to property or destruction of experimental material~~

5. Work Week for **Non-Instructional** Employees.

The work week for full-time **non-instructional** Employees will vary by unit but will normally range between thirty-five (35) to forty is thirty-five (35) hours, on average, at a minimum over the course of the appointment period. However, it is understood that, as professional employees, 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.

~~The standard work week for full-time Employees is considered to be 35 hours. However, It is understood that in the course of nine or ten month appointments a year or 9- or 10-month appointments, 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.~~

~~The work expectations for part-time Employees shall be the pro-rata equivalent calculated based on 35 hours for 1.0 FTE.~~

Full-time and regular part-time Employees covered by this Agreement are exempt employees and do not receive overtime compensation or compensatory time off.

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.

6. Professional Opportunity

Any full-time Employee may elect to take on additional work opportunities at Harvard that may be offered to them beyond their regular full-time position, provided, however, that they receive the approval of their supervisor. Such approval will not be arbitrarily denied above 1.0 FTE, limited only by their ability to competently perform their assigned responsibilities in the judgment of their supervisor.

Section B. Workloads for Professional Staff Employees

1. The work expectations of professional staff will vary within the parameters of the general outline of duties in their particular job description, School, Division, Department or unit policies or summaries of work expectations of the position or letter of appointment. The University shall set reasonable work hours, schedules and expectations for Professional Staff Employees' assigned work duties commensurate with their appointments.

Section C. Workloads for Research Appointments

1. This section applies to all academic research positions, including Fellows, Postdoctoral Researchers, Research Associates, Senior Postdoctoral Researchers, 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. 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 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 University requires a specific work schedule, it must be reasonable and 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) which generally is research-based work. However, nothing shall preclude the ~~Corporation~~ University from appointing a research employee to do both research and teaching as part of a full-time **or more than full-time** appointment. In such cases, the teaching component will be assigned an appropriate appointment and pay **(at some FTE level) and, if the cumulative appointment exceeds 1.0 FTE, corresponding pay shall be added to the full-time research salary.**
7. Upon written request of the Employee with a research appointment and with written agreement of the Employee's supervisor, the 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.
8. Work expectations will be prorated for **Research** Employees with less than a full-time appointment or less than 1.0 FTE research effort alongside teaching responsibilities.

Section D. Workloads for Teaching Appointments

1. This section applies to all Lecturers, Preceptors, **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. In addition to the primary teaching duties described in (3) below, the workload of Instructional Employees may include responsibilities in the areas of academic advising and service to the department, **Division**, 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; delivering such instruction at days, times, and locations determined by the **Division**, department or program; and holding office hours for such courses or sections. 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, **Division**, and department policies.
 - g. Adhering to any University, School, **Division**, or department policies dealing with student academic issues or procedures; student course evaluations; policy on plagiarism 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.
4. Course assignments may be scheduled at any time during the Instructional Employee's appointment period and will be made by the department chair or program director in their reasonable discretion. It is understood that instructional assignments to courses vary between the schools. Any instructional assignments may ordinarily be scheduled at any time from Monday through Friday, but some courses may be scheduled on or to include weekends. ~~Employees may elect to but shall not be required to teach outside of regular business hours unless such necessity is communicated to Employees upon hire.~~
5. **Teaching Assistants** ~~Instructors~~ are usually part-time appointments and will be responsible for leading sections, evaluating student work and reporting to the course heads.
- 6.—Some Instructional Employees may also be required to serve as advisors to students as may be directed by the department chair or program director in **addition to their primary teaching duties**. Instructional Employees may also be expected to provide service to the department or program as may be assigned by the department chair or program director. ~~Advising and service work shall be reckoned a specific portion of an Employee's FTE or shall be additionally compensated.~~

7. 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, unless otherwise specified in the appointment letter, such as a 10 or 12 month appointment.
8. A full-time teaching load for full-time Instructional Employees may vary by School, Division, department or unit, but in no event shall a full-time teaching load exceed ~~five (5)~~ six (6) courses, or standard sections ~~or equivalents~~ per academic year in any School, department or unit.

9. Specific Workload Provisions for Certain Classifications

- a. **Lecturer I, II and III** appointees ordinarily teach the equivalent of four to six courses or sections per year (some departments might consider a very large course to be the equivalent of two courses). The enrollment minimum for Lecturer I, II and III positions is a total of 50 enrollments or equivalent per year across all courses. There must be curricular need and budgetary approval for the position.
- b. **Annual Lecturers** ordinarily teach the equivalent of four to six –courses or sections per year (some departments might consider a very large course to be the equivalent of two courses), with a pro-rated teaching load for part-time Annual Lecturers. There must be curricular need and budgetary approval for the position.
- c. **FAS College Fellows** ordinarily teach 3-4 courses (or equivalent) per year, as determined by their Division
- d. **FAS/SEAS Preceptor I, II and III** appointees ordinarily 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 a total to be determined by the School but will be a minimum of 30 enrollments or equivalent per year across all courses. There must be curricular need and budgetary approval for the position.
- e. **Benjamin Peirce Fellows.** In addition to their research activities, Benjamin Peirce Fellows are ordinarily expected to teach, advise, and perform limited departmental service.
- f. **HDS Instructor, Adjunct.** Part-time, short-term appointments who teach three courses or less per academic year

- g. **HDS Lecturer, Adjunct.** Part-time, short-term, teaching appointments who teach three courses or less per academic year.
- h. **Medical School Instructor.** HMS Instructors are typically researchers who meet the HMS requirements for teaching HMS learners for a minimum of 50 hours per academic year
- i. **Medical School Teaching Assistant** HMS Teaching Assistants provide course support. Course support is defined at the appointing department or unit level and will vary based on course needs. Support may include serving as laboratory section leaders, participating in course preparation and instructional design, grading, leading discussion sections, holding office hours and interacting with students.

10. Part-time teaching appointments

- a. Part-time teaching appointments may be made at any FTE level ~~in FAS and SEAS and HDS; part-time teaching appointments may be made on either a per course basis or a designated FTE level in HMS. and HDS.~~
- b. Employees on part-time appointments may inform the relevant department chair of their availability to teach more courses in a future semester than what they have been assigned. Such requests will be considered in good faith by the chair or program director, but they shall be under no obligation to assign such additional courses. ~~A job posting and search shall not be required to assign additional courses to any part-time Employee.~~
- c. ~~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.~~
- c. Instructional Employees teaching part-time in FAS or SEAS shall be assigned an appropriate FTE based on whatever the full-time teaching load is in that department or unit for lecturers **and preceptors.**

~~Reckoning of Instructional Employee workloads shall be consistent with past practices except where such practices exceed the workload expectations set by Section A.5 and D. 8~~

- d. ~~A regular four (4) unit course shall be reckoned as 0.2 to 0.25 FTE. An Instructional Employees 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.~~

- ~~e. A regular four (4) unit seminar course, discussion section or lab section shall enroll no more than fifteen (15) students per faculty member, Instructor or Teaching Fellow (hereinafter TF) assigned to the course or section, except by written permission of the Employee(s) assigned to the course.~~
- ~~f. Employees shall be offered Instructor or TF support, as appropriate, equivalent to that provided to voting faculty for comparable teaching assignments.~~
- ~~g. 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.~~

11. Nothing in this article prohibits **Divisions**, 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.

Nothing shall preclude a **Division** department or unit from considering a certain course or section to be considered the equivalent of two courses based on class size and other relevant factors.

Nothing shall preclude a Division, department or unit from considering a certain course or section to be considered the equivalent of less than one courses based on co-instructions and other relevant factors (e.g. a standard course co-taught by two instructors may be considered the equivalent of half-a-course for each instructor.

Allocation of a course equivalency to a particular Employee shall remain in the discretion of the **Divisional Dean**, department chair or supervisor. Each **Division**, department or unit or School is encouraged to establish a published framework whereby certain instructional activities beyond teaching a course are allocated a specific FTE value. To the extent such course equivalencies are discussed or established by a faculty committee, departments are encouraged to include instructional Employees in their department as participants in such discussions.

Equivalencies that a Division, department or unit or School might develop may include, but are not limited to, assignments such as:

- a. Class size considerations
 - b. Senior thesis and capstone advising
 - c. Nanocourse
 - d. Tutorial or Independent study (with attention to the number of students enrolled)
 - e. Discussion section
 - f. Assisting primary instructor in course
 - g. Pre-Concentration advising and Concentration advising
 - ~~h. Service on major departmental committee:~~
 - ~~i. Student recruitment, event planning, other departmental service:~~
12. Instructional Employees shall be informed of their FTE and the corresponding workload expectations in their appointment and reappointment letters.

~~Instructional Employees shall be furnished a detailed reckoning of the FTE breakdown of their expected workload upon hiring and on an annual basis.~~

13. Course cancellations.

The Corporation University may cancel any course in its discretion based on student enrollment or other curriculum factors.

For full-time Instructional Employees (not including Teaching Assistants or temp course instructors), there shall be no reduction in FTE as a result of the cancellation of a course by the Corporation University. However, in the event an Instructional Employee's class is cancelled, the University may decide to assign the Employee an alternative course to teach or alternative work equivalent to the cancelled course. Such alternative course or work, if assigned, shall be reasonably connected to the Employee's expertise or qualifications; 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~~ and shall be communicated to the Employee by the end of the fifth (5th) week of the semester, ~~whenever possible taking into account schedule planning for subsequent semesters.~~

14. If a part-time Instructional Employee's assigned course or section is cancelled after the formal acceptance of a written offer of appointment, or after the start of the appointment period, the department shall notify the Employee of such cancellation as soon as practicable.

If a course is canceled within thirty (30) days of the first day of class, and provided another alternative course assignment cannot be made, ~~In such cases, the Employee shall be offered an available alternative section that the Employee is qualified to teach, or alternative work equivalent to the cancelled course for which the Employee is qualified. However, if no other course or work assignment can be made and the course or section is finally cancelled,~~

the Employee shall be paid 40% of the compensation they would have received had the course or section not been cancelled.

15. Instructional Employees shall have the right to discuss with their Department Chair or ~~with their~~ Divisional Dean their workload assignments and FTE status at any time.

16. The University reserves the right to cancel or modify courses of instruction, to change times, days, or locations of courses, and to change the course's Employee at any time.

17. ~~The University recognizes that many Instructional Employees engage in their own research, scholarship or creative work as an important part of their professional lives, independent of their University duties. While the University respects such personal professional work, 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.~~