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ARTICLE 1
RECOGNITION
Current 2021-2025 CBA Language

As reflected in the National Labor Relations Board Case 01-RC-186442, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, Harvard Graduate Students Union-UAW Local 5118 (HGSU-UAW Local 5118), as the exclusive bargaining representative for employees in the bargaining unit. The bargaining unit shall include all students enrolled in Harvard degree programs employed by Harvard University who provide instructional services at Harvard University, including graduate and undergraduate Teaching Fellows (teaching assistants, teaching fellows, course assistants) and all students enrolled in Harvard degree programs (other than undergraduate students at Harvard College) employed by Harvard University who serve as Research Assistants (regardless of funding sources, including those compensated through Training Grants). This bargaining unit includes students employed by Harvard University and enrolled in the Harvard Graduate School of Arts and Sciences, Harvard Business School, the Division of Continuing Education, Harvard Graduate School of Design, Harvard Graduate School of Education, the Harvard John A. Paulson School of Engineering and Applied Sciences, the John F. Kennedy School of Government at Harvard University, Harvard Law School, Harvard Divinity School, Harvard Medical School, the Harvard T.H. Chan School of Public Health, and Harvard College. Excluded: All undergraduate students serving as research assistants and all other employees, guards and supervisors as defined in the Act.

ARTICLE 2
TITLES AND CLASSIFICATIONS
University's 2026.05.14 Proposal

Section 1. As of the effective date of this Agreement, all Student Workers (SW) performing duties below shall be placed into titles and pay classifications based on the nature of duties and eligibility as follows:

Salary/Stipended Positions

Title	Pay Classification	Pay Code	Duties	Eligibility
Research Assistant 1	Article 20, Sections 2.A and 2.H	GSU001	Performs directed research (including scientific rotations) under the supervision of faculty/principal investigator/museum curator	Harvard enrolled graduate students.
Research Assistant 2	Article 20, Section 2.B and 2.H	GSU002	Research Assistant 1 with a teaching position (research duties adjusted accordingly).	Harvard enrolled graduate students.
Teaching Fellow 1	Article 20, Section 2.C	GSU003	Provides instructional services for Harvard credit-bearing courses, which may include teaching, grading, coaching and/or other academic support services.	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Teaching Fellow 2	Article 20, Section 2.C	GSU004	A Teaching Fellow 2 is a Teaching Fellow 1 who in addition leads other TFs	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Pedagogical Fellow	Article 20, Section 2.C	GSU005	Provides instructional services including but not limited to consulting with TFs, leading pedagogy seminars and workshops and developing resources/providing pedagogical support and guidance on teaching	Harvard enrolled graduate students. Prior Teaching Fellow experience.

			and professional development (currently based at the Bok Center)	
Instructional Fellow	Article 20, Section 2.C	GSU006	Leads course and is sole instructor/lecturer teaching outside of DCE.	Harvard enrolled graduate student.
Course Assistant 1	Article 20, Section 2. C	GSU007	Performs instructional support not including classroom or lab section time	Harvard enrolled undergraduate students.
Course Assistant 2	Article 20, Section 2. C	GSU008	Performs instructional support, plus classroom or lab section time.	Harvard enrolled undergraduate students
Limited Research Assistant	Article 20, Section 2.H	GSUXXX	Performs directed research of a limited scope and/or duration	Harvard enrolled graduate students

Hourly Positions

Title	**Pay Classification**	**Pay Code**	**Duties**	**Eligibility**
Hourly Research Assistant	Article 20, Sections 3.A and 3.C	GSU009	Performs directed research under faculty/principal investigator supervision	Harvard enrolled graduate students.
Hourly Teaching Fellow	Article 20, Sections 3.A and 3. B	GSU010	Provides instructional services for a Harvard credit-bearing course, including but not limited to teaching, grading, and/or other academic support services.	Harvard enrolled graduate students teaching at all schools and units. Undergraduate students teaching at all schools and units except the College.
Hourly Course Assistant 1	Article 20, Sections 3.A and 3. B	GSU011	Performs instructional support for a Harvard credit-bearing course, not including classroom or lab section time	Harvard enrolled undergraduate students
Hourly Course Assistant 2	Article 20, Sections 3.A and 3. B	GSU012	Hourly CA 1 plus classroom or lab section time.	Harvard enrolled undergraduate students

Division of Continuing Education Positions

Title	Pay Classification	Pay Code	Duties	Eligibility
DCE Lecturer/ Instructor	Article 20, Section 2.E	GSU013	Leads course and is sole lecturer/instructor at DCE.	Harvard enrolled graduate and undergraduate students.
DCE Teaching Fellow	Article 20, Section 2.E	GSU014	Provides instructional services which may include teaching, grading, and/or other academic support services at DCE.	Harvard enrolled graduate and undergraduate students.
DCE Head Teaching Fellow	Article 20, Section 2. E	GSU015	Coordinates Teaching Fellows, performs administrative instructional support; does not include teaching sections. Head Teaching Fellow may also hold a Teaching Fellow Position.	Harvard enrolled graduate and undergraduate students.
DCE Course Assistant	Article 20, Section 2.E	GSU016	Performs instructional support at DCE.	Harvard enrolled graduate and undergraduate students.

Section 2. In courses that do not have a Teaching Fellow 2, faculty may designate a Teaching Fellow 1 with additional administrative duties. Such designation will come with additional compensation.

Section 3. The University shall appoint the SW to the highest title and pay classification for which they are qualified based on the duties of their appointment and their eligibility. If the SW's duties change during their appointment the University may move a SW to a title with a higher pay classification. A SW may request to be moved to a lower pay classification.

Section 4. No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

Section 5. Definitions:

Rotation - Most commonly found in programs within the natural sciences, a rotation is a period of time, commonly shorter than a semester, in which a Ph. D student conducts research within an individual faculty member's research group. Within an academic year a student would perform multiple rotations within different faculty lab groups, most commonly within the student's academic program. The intent of a rotation is to assist the student and potential faculty advisor determine if the lab/research group is best suited to the student's doctoral research.

Section 6. It is not the intent of this article to convert previously salaried/stipended positions to hourly positions. Such modifications shall not be made unless agreed to by both parties.

ARTICLE 3
EMPLOYMENT APPOINTMENT LETTER
University's 2026.06.23 Partial Package Proposal

Section 1. Prior to the start of the appointment, the University shall provide an employment appointment letter to salaried SWs, sent via email to the SW's Harvard University email address. This letter shall be sent within a reasonable period of time in advance of the appointment starting date.

SWs employed on an hourly basis will receive an employment appointment letter prior to the commencement of their work or as soon thereafter as is reasonable under the circumstances.

An example appointment letter is provided in Appendix C, the use of which shall be optional by departments.

Section 2. The letter of employment appointment shall include the following information:

1. Employment appointment title(s).
2. Effective starting date of the employment appointment and, if known, the termination date for the appointment.
3. The Employment unit contact, the payment processing contact (if different from the unit contact), and the faculty member(s) or the supervisor(s) to whom the SW will report.
4. For teaching appointments, the name of the course; the approximate number of students for which the SW will be responsible; a description of the required duties, including but not limited to: leading sections, holding office hours, grading assignments, attending lectures, etc. If known at the time of the employment appointment letter, any scheduled meetings or trainings and other duties as assigned.
5. For research appointments, a brief description of the required research or lab duties, including but not limited to: writing code, performing experiments, maintaining equipment, teaching and mentoring lab members and other duties as assigned; if known at the time of the employment appointment letter, any scheduled meetings or trainings; and procedures for evaluation, if any.
6. For all other employment appointments, a brief description of required duties; including required meetings and trainings; and procedures for evaluation, if any.
7. Work location (i.e. which campus and, if known, building and room). For appointments where a remote work assignment has been approved prior to the commencement of work, the work location shall be listed as "remote."
8. Expected work schedule, including course meeting times and locations, if applicable. The parties recognize schedules and locations may change prior to the start of the semester or term. Where applicable for hourly SWs, any cap on the number of hours and the estimated average number of hours expected per week.
9. Pay classification as described in Article 2, Titles and Classifications.
10. Amount of compensation or hourly pay rate.
11. Notice: Please note that compensation for this appointment constitutes taxable income but taxes may not be withheld from your pay.

12. Benefits related to this employment appointment, if different from those described elsewhere in this contract.
13. Response requirements, if any.
14. A statement that the position is covered by this collective bargaining agreement and a link to this Agreement.
15. Union mailing address, phone number, and website address

If any of this information is not known at the time of notification, the SW will be informed as soon as is reasonable under the circumstances.

Section 3. All employment appointment letters will include a FERPA Communication and FERPA Release Form, either in paper format or a format where the Form can be completed and submitted to the University electronically, as set forth in Article 18, Union Access and Rights.

Section 4. SWs have the right to inquire as to the name of the Harvard fund(s) that is/are the source of funding for the HGSU covered position they hold. Responses to inquiries will be provided within a reasonable period of time.

Section 5. Appointment Letter Received After Appointment Start Date:

This section only applies to appointments for standard salaried instructional support positions.

a. If the University sends the SW their appointment letter after but within three weeks of the standard appointment start date, and the SW starts working upon receipt of the appointment letter, the University will, over the course of the appointment period, pay the SW an amount equivalent to what they would have received had the University sent the appointment letter prior to the standard appointment start date. There is no expectation that a SW retroactively make up missed workdays or weeks and the average anticipated workload for the appointment and workload limits of Article 16 remain unchanged. However, the parties acknowledge and agree that the SW is still required to perform and complete all of the basic work responsibilities of the appointment (e.g., course readings), including any work necessary to catch up with the course due to the late start.

ARTICLE 4
EMPLOYMENT APPOINTMENT SECURITY
University's 2025.11.07 Proposal

Section 1. Enrolled Harvard student workers who are within their financial aid offer period are ineligible for appointment security. The financial aid offer period is defined as the period in which the student has a financial aid commitment, exclusive of loans, that guarantees at least the cost of attendance amount as determined by their school of enrollment

Student workers discharged pursuant to Article 19 are ineligible for appointment security.

Section 2. For teaching appointments outside the financial aid offer period, if a Teaching Fellow's appointment is cancelled due to insufficient enrollment or any other reason after the formal acceptance of a written employment appointment pursuant to Article 3, Employment Appointment Letter, or after the start of the appointment period, the department or unit shall notify the Teaching Fellow as soon as practicable. In such cases, the Teaching Fellow shall be offered an available alternative appointment for which the Teaching Fellow is qualified and that has not been assigned to another Teaching Fellow or other individual, or where appropriate an equivalent RA position for which the Teaching Fellow is qualified. However, if no other replacement HGSU appointment can be made and the appointment is finally cancelled, the Teaching Fellow shall be paid 70% of the compensation they would have received had the appointment not been cancelled. If the cancellation results in loss of bargaining unit membership, the Teaching Fellow will nevertheless have access to the benefits established under this Agreement for the remainder of the semester.

Section 3. If a Research Assistant I or II has their appointment end during their employment appointment period due to the departure of the faculty member to whom the SW is assigned or other circumstances where the appointment is ended by the University prior to its completion, the department, program, or employing unit will work with the SW and endeavor to find work for the remainder of the 10 or 12 month employment appointment. Such replacement work is not guaranteed, however.

If no other appointment can be made, the Research Assistant, for the remainder of their 10 or 12 month appointment, shall be paid at least 75% of the remaining balance of the total compensation they would have received had their appointment not ended. If the cancellation results in loss of bargaining unit membership, the Research Assistant will nevertheless have access to the benefits established under this Agreement for the remainder of their appointment period.

However, in cases where the Research Assistant chooses to leave their appointment due to their allegations of discrimination or harassment or abusive/intimidating behavior, and pursues formal or informal resolution of such allegations pursuant to Article 7 and/or under University policies, the department, program or employing unit will, as a supportive measure pending resolution or dismissal of the claim, either find replacement work for the Research Assistant or will provide continued payment to the Research Assistant for the balance of the appointment.

ARTICLE 5
JOB POSTING
University's 2026.03.10 Proposal

Section 1. Certain positions that would be in the bargaining unit if filled by a Harvard student are filled in the following manner:

A. To fulfill a commitment of support made to a Harvard student at the time of admission; or
B. As part of an existing or past teaching, research, or advisor/advisee relationship between a faculty member and a candidate for a position.

In cases where such positions are not filled in the aforementioned manner they will be considered "open positions" and the University will encourage, but will not require, employing units to post open positions on the central website described below. Nothing in this article prohibits an employing unit from advertising an open position in a location other than the common central website. The University encourages, but does not require, employing units to hire Harvard students over other candidates.

Section 2. The University shall maintain a common central website to host open positions as defined above. The University will issue periodic notices to employing units informing them of the website location and posting process.

Section 3. When posting an open position, the employing unit will specify whether the posting will be open for a specified period of time (e.g., 14 calendar days) or an unspecified period of time (e.g., until filled).

Section 4. Postings should provide the following information regarding the open position:

A. Position title and classification [per Article 2, Titles and Classifications]
B. Starting date of the position and, if known, the termination date for the position;
C. Supervisor and/or supervisory unit;
D. The assigned course or lab assignment where applicable;
E. Brief description of the required duties;
F. Basic and preferred qualifications;
G. Work location (Cambridge campus, Longwood campus, other location);
H. Expected pay rate or range;
I. Expected pay frequency;
J. Expected work schedule;
K. A statement that the position is covered by this collective bargaining agreement if filled by a Harvard student;
L. Information about how to apply for the position;
M. Deadline for applying;
N. Statement on non-discrimination.

ARTICLE 6
GRIEVANCE AND ARBITRATION
University's 2026.06.23 Partial Package Proposal

Section 1. A SW, a group of SWs, or the Union who have a complaint may process a grievance in accordance with the procedure outlined in this Article. A grievance is any dispute concerning the interpretation, the application, or claimed violation(s) of a specific provision(s) of this Agreement.

Section 2. Initial Oral Discussion

A. In order to facilitate a timely resolution on a SW, group of SWs, or the Union's complaint(s), the SW, group of SWs, or the Union are encouraged, but not required, to discuss the problems with the immediate supervisor or faculty member to whom they report. The SW or group of SWs shall have the right to union representation for such informal discussions as well as throughout any formal grievance procedure steps.

The parties are encouraged to attempt to resolve the problems informally but if they are unable or choose not to do so, a SW, group of SWs or the Union may file a grievance under Section 4 below. The timeline set forth in Section 3 for filing a grievance is not tolled by any informal discussions that may have taken place under this section.

B. Mutual resolutions of the complaint at the initial oral discussion shall be in writing, and although final, shall not be precedential nor inconsistent with this Agreement.

Section 3. Any formal grievance must be filed at Step One of this Article within thirty-five (35) business days after the event, or after the grievant should have become aware of the event, giving rise to the grievance. A SW who is required by their employment or by their academic duties to be temporarily away from the Harvard campus may file their grievance within thirty-five (35) business days following their return to campus.

Section 4. Grievance Process

Step 1.

A. The Step 1 grievance shall be in writing and state pertinent facts of the case as clearly and concisely as possible, the provision(s) of the Agreement alleged to have been violated and a statement of the desired outcome. This written grievance shall be submitted electronically to the Office of Labor and Employee Relations (OLER) for resolution in accordance with this article. If the grievance involves a specific school, department or unit, the grievance should simultaneously be submitted to the appropriate department chair or comparable director in units

with no department chair. If a SW or group of SWs files the grievance without the Union, the University will notify the Union of such filing.

B. Within five (5) business days of receipt of the Step 1 grievance, OLER, the department chair, director or designee shall meet with the grievant(s) and/or the Union representative where the grievance will be presented in an effort to resolve the grievance.

C. OLER, the department chair, director or designee shall have five (5) business days to provide a written response to the grievance. OLER and the Union may, by mutual agreement, have an off-the-record meeting to discuss the written response if both believe such a meeting would contribute to the resolution of the grievance or significantly advance the grievance process.

D. Mutual resolutions of the grievance at Step 1, although final, shall not be precedential. If the mutual resolution is between a SW or group of SWs without the Union being involved, then such resolution shall also not be inconsistent with this Agreement.

E. If the grievance is against the Department Chair, or comparable director in units with no department chair, Step 1 may be filed with OLER and the relevant Dean or designee.

Step 2

In the event the response to the Step 1 Grievance is unsatisfactory to the Union, the Union may appeal the grievance to Step 2. The Step 2 appeal shall be submitted electronically to the Provost's Office (copying OLER) within ten (10) business days of the Union receiving the Step 1 response. If the grievance involves a specific school, department or unit, the appeal of the grievance should simultaneously be submitted to the Dean of the School or designee. The Provost's Office, Dean or designee shall conduct a meeting within ten (10) business days of the receipt of the grievance where the grievance will be presented in an effort to resolve the grievance.

A. The Provost's Office or designee or Dean or designee shall provide the Union with a written response within ten (10) business days of the meeting.

Step 3. Arbitration

A. A grievance not resolved at Step 2 may be appealed to arbitration by the Union provided the Union gives written notice to the University within thirty (30) business days of the Step 2 denial by the Provost's Office or designee or Dean or designee. Only the Union may process a grievance to arbitration. The Union will request a list from the American Arbitration Association or the Labor Relations Connection within fifteen (15) business days from its notice of appeal to the University and selection shall be made in accordance with the voluntary labor arbitration rules of that body.

B. Arbitration will be conducted in accordance with the rules of the American Arbitration Association or the Labor Relations Connection.

C. Each party shall bear the expense of preparing and presenting its own case. The compensation, fees, and expenses of the Arbitrator shall be borne equally by the Union and the University. If the parties agree to have the hearing transcribed, the parties will share equally in the cost of the transcription.

D. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

E. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University on matters reserved to the University's discretion as per Article 17 (Management Rights) unless those actions are restricted by other terms of this Agreement.

F. The decision of the arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

G. The arbitrator shall render a decision on the grievance within 30 calendar days of the close of the hearing, or the filing of briefs, whichever is later.

Section 5. Time Limits

A. Absent extraordinary circumstances, failure by the SW, group of SWs or the Union to comply with the time limitations of this Article at any of the Steps, including the initial filing of the grievance, shall constitute a forfeiture of the right to pursue the grievance and shall preclude any further processing of the grievance.

B. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each Step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

C. Failure by the University at any Step to communicate its response within the specified time limits shall permit the Union to proceed to the next Step.

D. All time limits herein may be extended by mutual agreement expressed in writing.

Section 6. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the Arbitrator.

Section 7. Unless otherwise stated in writing by the University and Union, any mutual resolution of grievances at any step shall not be precedential nor inconsistent with this Agreement.

Section 8. In accordance with Article 7, Section C, of this Agreement, the University shall not retaliate or discriminate against any SW who, for issues covered by this contract, voices concerns, seeks advice, files a complaint or grievance, seeks the aid of HGSU, testifies or participates in investigations, proceedings, or hearings, or opposes actual or perceived violations of this CBA.

Article 7 - Non-Discrimination
University's 2026.04.09 Proposal

Section A General Principles

1. **Non-Discrimination.** The University shall not discriminate against any SW on the basis of the protected categories listed in the University Non-Discrimination Policy, which may be amended from time to time. This policy sets forth the associated procedures for individual community members to make an internal complaint of discrimination based on the protected categories identified therein. Claims of violations of the University Non-Discrimination Policy will not be subject to Article 6, Grievance and Arbitration.

2. **Sexual Harassment.** The University also prohibits sexual harassment and other sexual misconduct, as defined by the University's Interim Title IX Sexual Harassment Policy, Interim Other Sexual Misconduct Policy, and the Sexual and Gender Based Harassment Policy. The University policies addressing sexual harassment and other sexual misconduct may be amended from time to time and set forth the associated procedures for making an internal complaint of sexual harassment or other sexual misconduct. Claims of sexual harassment or discrimination and other sexual misconduct will not be subject to Article 6, Grievance and Arbitration.

3. **Disability.** The University shall not discriminate on the basis of a SW's disability, including by failing to reasonably accommodate a disability, as defined by the University Disability Resources Grievance Policy, which may be amended from time to time. This Policy sets forth the associated procedures for making an internal complaint of disability discrimination, including failure to reasonably accommodate a disability. Claims of violations of the University's Disability Resources Grievance Policy will not be subject to Article 6, Grievance and Arbitration.

4. **Abusive or Bullying Behavior.** The University also prohibits bullying, hostile, and abusive behavior, as defined in the University's Anti-Bullying Policy, which may be amended from time to time. This policy sets forth the associated procedures for individual community members to make an internal complaint of the misconduct prohibited therein. Claims of violations of the University's Anti-Bullying Policy will not be subject to Article 6, Grievance and Arbitration.

5. All SW complaints regarding discrimination, harassment, or abusive and intimidating behavior in employment will be processed in accordance with the internal policies and procedures outlined above, with the sole exception of SWs' claims of discrimination or retaliation based on union activity or membership, as outlined in Section C. The policies and procedures can be found on

the Office for Community Support, Non-Discrimination, Rights and Responsibilities website. https://csndr.harvard.edu/university-title-ix-policies.

These policies also provide definitions for terms such as Sexual Harassment, Other Sexual Misconduct, and Consent. SWs may file formal complaints or seek informal resolution of violations of the University's policies on sexual harassment or other sexual misconduct and/or discrimination. There is no time limit for the filing of such a complaint under University policies or procedures. However, SWs are encouraged to file complaints as soon as reasonably possible.

6. SWs may not be pressured by Title IX Resource Coordinators, Local Designated Resources, or any other University officials to accept informal resolution of their complaint or supportive measures, instead of filing a formal complaint. Discussing in good faith the pros and cons of various approaches shall not be considered pressure to accept informal resolution. SWs are free to file a formal complaint at any time if they so choose. SWs may consult with advisors of their choice, including an attorney, at any point in the formal/informal University processes. SWs have the right to have an advisor, who may be a union representative, present in conversations with investigators, as outlined under personal advisors in the relevant University policies and procedures.

7. The University encourages any SW to contact one of the School or Unit Title IX Resource Coordinators, Local Designated Resources, or the Office for Community Support, Non-Discrimination, Rights and Responsibilities or ODR staff about any incidents of possible sexual harassment or other sexual misconduct and to learn about the options that are available to the SW if they wish to pursue that matter. Members of the bargaining unit are also free to have a Union representative accompany them in such discussions if they so choose.

8. Nothing in this Article or Agreement prevents a SW from pursuing complaints through external processes, including through the US Department of Education's Office for Civil Rights (OCR) or any court or state or federal agency that has jurisdiction over claims of discrimination.

Section B Non-Retaliation

1. Filing an internal complaint of discrimination, harassment, or bullying and cooperating in such an investigation are protected activities. Retaliation against any SW for initiating or otherwise participating in these protected activities is prohibited. All claims of retaliation for engaging in protected activity referenced in this paragraph shall be handled in accordance with the procedures applicable to the underlying complaint, as enumerated in Section A above, and/or the University's Non-Retaliation policy.

2. Knowingly or deliberately providing false or misleading information in any investigation is prohibited.

Section C Discrimination Based on Union Membership or Activity

The University shall not discriminate or retaliate against a SW based on their union activity or membership. A complaint of discrimination or retaliation based on union activity or membership shall be handled through the Grievance and Arbitration Procedure in Article XX of this Agreement. A grievance alleging such discrimination or retaliation based on union membership or activity may not include additional allegations of other forms of discrimination, retaliation, or abusive behavior as defined under this Article.

Section D Reasonable Accommodation of Disabilities in the Workplace

The University explores requests from SWs with disabilities for reasonable accommodations in the workplace under the guidelines of the Americans with Disabilities Act, as amended, and other applicable disability laws.

To seek a reasonable accommodation in the workplace, or to seek further information about the reasonable accommodation process, a SW should contact University Disability Resources.

Section E Reasonable Accommodations for Pregnancy, Pregnancy-Related Conditions

The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation) unless to do so would impose an undue hardship on the University.

Examples of such accommodations include, but are not limited to, a modified work schedule; more frequent restroom, food, or water breaks; providing equipment for seating; limits on lifting; more frequent or longer paid or unpaid breaks; time off, with or without pay, to attend to a pregnancy-related complication; private non-bathroom space for expressing breast milk; and assistance with manual labor. Such accommodations will not result in decreased pay or benefits for the SW.

The University provides many lactation rooms across the University. Any nursing SW or their spouses/partners who are breastfeeding can register to use a Harvard lactation room. Locations of such lactation rooms can be found on the HARVie website. Should a SW be unable to access a lactation/nursing room due to a disability, they may contact University Disability Resources office to request an accommodation.

Section F Facilities and Employment Records

1. **Bathrooms.** The University maintains gender-neutral or all-gender bathrooms in office, classroom and lab buildings. Gender-neutral or all-gender bathrooms are posted on a central website. The University will not prevent SWs from using a workplace bathroom appropriate to the SW's gender identity, subject to legal obligations.

2. **Employment Records.** The University shall respect the SW's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private. Upon request from the SW, the University will work to update aspects of a SW's employment record to reflect a change in name or gender. University and department-level records should accurately reflect SW pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department.

3. **Prayer Space.** The University shall maintain a central website with the location and hours of all known prayer spaces on campus.

4. **Medical Confidentiality.** In accordance with the requirements of HIPAA and FERPA, the University shall respect the highly confidential status of all SWs' medical records maintained by the University, including those that contain information about their transgender status (such as the sex they were assigned at birth).

ARTICLE 8
ACADEMIC RETALIATION
University's 2025.11.07 Proposal

Section 1 The University shall not retaliate against a SW in an academic form for exercising a right under this Agreement or participating in any investigation or proceeding arising under this Agreement. Academic retaliation can target grades, academic assessments, recommendation letters, or the denial of some academic opportunity.

Section 2. Claims of academic retaliation may not be processed through the standard Grievance and Arbitration provisions of this Agreement. Each School has a local policy and procedure in place for handling academic retaliation matters, and the Union will be provided with a copy of these policies upon request. Accordingly, a SW with a claim of academic retaliation may pursue such a claim through the applicable internal school policy and procedures.

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

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

ARTICLE 9
INTELLECTUAL PROPERTY, SCHOLARLY AND RESEARCH MISCONDUCT
University's 2026.06.23 Partial Package Proposal

Section 1. SWs are covered by and subject to the University's policies and procedures on Intellectual Property and Scholarly and Research Misconduct, as may be amended from time to time. There is one University-wide policy on Intellectual Property at Harvard ("Statement of Policy in Regard to Intellectual Property"), which applies to all faculty, students, and staff.

Scholarly and research misconduct policies at Harvard are School-based. Issues and disputes arising under such policies are not subject to the Grievance and Arbitration provisions of this Agreement. Complaints regarding intellectual property or scholarly and research misconduct are processed in accordance with University or School policies and related procedures, which may be amended from time to time by the University or the School. SWs shall be entitled to Union representation during any investigation of alleged misconduct arising from the work associated with their HGSU appointment. The Union representative's role will be subject to any rules or limitations for personal advisors under the applicable policy.

Section 2. The University shall not engage in any form of retaliation against a SW who engages in any good faith effort to assert rights under the Intellectual Property policy or who otherwise participates in any investigation into alleged scholarly misconduct by other faculty, students or University appointees.

Section 3. The University will promptly provide the Union with a copy of any changes to the University's Statement of Policy in Regard to Intellectual Property and any University-wide Research Integrity/Misconduct policies. The current Intellectual Property Policy is posted on the website of the Office of Technology Development and all current Scholarly and Research Misconduct policies from the Schools are posted on the website of the Office of the Vice Provost for Research (vpr.harvard.edu).

The University will ensure that any School's Scholarly and Research Misconduct Policy makes it clear as to how disputes or reporting matters are processed under their policy.

Section 4. The University will maintain the University's "Statement of Policy in Regard to Intellectual Property" on an appropriate website with notice to the Union as to its location (currently otd.harvard.edu). Any SW with a question about the policy or with a question or concern about an invention or a copyright issue may contact the Office of Technology Development (otd@harvard.edu). Additional information as to how Harvard protects and commercializes Intellectual Property can be found on the OTD website. (otd.harvard.edu).

ARTICLE 10
HEALTH AND SAFETY
University's 2025.12.18 Proposal

Section 1. SWs will be provided with a safe University workspace and will not be required to work in conditions that pose an unnecessary threat to their health and safety. No SW will be required to act, nor will any SW act, in a manner which constitutes an unnecessary health or safety hazard. Towards that end, the University has policies in place to provide such a safe workplace; will maintain such policies during the life of this Agreement; and may improve such policies at its discretion. The University shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure SW health and safety. Such reasonable steps shall include but not be limited to providing training in the safe and proper use of equipment necessary for the work.

Section 2. If a SW works outside of University workspaces, other than local remote home locations, prior to the beginning of the assignment the University shall:

A. Provide the SWs with information about Global Support Services, if SWs have work that takes them outside the United States. SWs will receive this information as soon as possible and no later than 14 days before travel dates. SWs should consult with the University's Global Support Services prior to undertaking such work for information and advice about risks and safety.

B. Provide SWs performing field work in the United States information relevant to the safe performance of such work.

C. Make SWs aware of all available resources they may need for the successful completion of the work assignment, including how to access or obtain these resources in the location of the work assignment.

Section 3. Adequate first aid equipment will be provided in appropriate locations. The University shall provide first aid information and training at no cost for all SWs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

Section 4. The University shall supply and maintain all equipment, tools, materials, and personal protective equipment (PPE) to SWs needed to carry out job duties safely, including but not limited to protective safety glasses as may be required by applicable occupational safety regulations, University policy, or Standard Operating Procedures. The health and safety

committee referenced in Section 8 may also make recommendations related to the supply and maintenance of all equipment, tools, materials, and personal protective equipment (PPE) for SWs. Such recommendations shall be considered by the University taking into account relevant factors, including cost, and shall not be unreasonably denied.

A SW may request prescription safety glasses from their supervisor, who shall consider such a request in good faith and decide whether or not to grant the request taking into account relevant factors including cost.

Section 5. For a SW with a disability as defined by the Americans with Disabilities Act, the University will provide reasonable accommodations that do not pose an undue hardship to the University.

Section 6. Workplace and Workstation Evaluations shall be provided by the University upon the request of either a SW, a group of SWs or a supervisor who believes that the nature of the work or workplace is exposing the SW(s) to health-related problems.

The nature of these evaluations will be determined based on the work location (i.e. remote or on campus), as agreed upon by the SW and supervisor or employing unit. While these are normally campus-based work station evaluations, a SW may request that Environmental Health & Safety (EH & S) conduct a virtual ergonomic review, and such request will be granted, consistent with EH & S and school policies and practices.

Such evaluations should involve experts such as occupational hygienists, occupational physicians, occupational health and safety professionals and/or environmental health and safety professionals, who shall make recommendations to the University to eliminate the problem or the risk of the health-related problem(s). The University shall consider the recommendations in good faith and will make reasonable efforts to implement those recommendations that are approved by local program administrators, which, if necessary, will include reimbursing a SW to implement approved recommendations to the workplace. A SW will not be reimbursed for implementation recommendations that the local program administrators did not previously approve. The University will also make reasonable effort to incorporate currently accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

Section 7. Consistent with University procedures, the University will provide advance notice to affected SWs and other University building occupants for asbestos removal project(s) in their immediate work area.

Section 8. The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. Accordingly, the University and the Union agree that, at least twice per contract year, an equal number of representatives of the Union and University will meet at a mutually agreeable time and place as a health and safety committee to discuss matters relating to health and safety of SWs in the workplace. In addition to the two contract year meetings, either party may request additional meetings to address exigent and significant health and safety concerns. Such request to meet shall not be unreasonably denied by the other party and meetings should take place within a reasonable period of time under the circumstances. Union representatives shall not suffer any loss of compensation to attend such meetings. Such meetings shall not

constitute nor be used for the purpose of negotiations or discussions of any active grievance.

The University shall endeavor to have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings.

The parties agree that workplace health and safety include concerns regarding mental health and may implicate racial justice issues. The parties recognize that such issues are also being discussed, and will continue to be discussed, on a University-wide basis during the life of this Agreement and may result in specific recommendations for change and accordingly are beyond the health and safety committee's authority to resolve.

Section 9. In cases of injury to a SW while at work, the SW shall assist their Supervisor to file an Incident Report as soon as possible in accordance with University procedures. The SW shall file a Worker's Compensation claim in accordance with University procedures and state law. The determination of Worker's Compensation will be made via the University third-party workers comp administrator.

Section 10. SWs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, using appropriate health and safety equipment provided by the University in accordance with standard operating procedures. Should a SW become aware of conditions they believe to be unhealthy or dangerous to their health and safety, the SW shall report the condition immediately to the supervisor or the Harvard Environmental Health and Safety Department who shall take corrective action. In cases where there is an imminent danger to the SW, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any SW for such reporting. The University shall respond to reports within 30 days, either by confirming receipt of the report or by describing any corrective action(s).

ARTICLE 11
TRAINING
University's 2026.03.10 Proposal

Section 1. The University shall provide any training that it determines necessary in order for the SW to fulfill their work duties at no cost to the SW. All such training shall be considered mandatory and shall be considered part of the required workload of the SW and shall, correspondingly, be listed among other work duties on the SW's appointment letter(s) to the extent such trainings are known at the time of the issuance of such letters.

Section 2. If a SW identifies additional training that can enhance their work, they may propose such training to the University for good-faith consideration. If approved, such trainings will be at no cost to the SW and shall be considered part of the required workload of the SW.

Section 3. For these trainings, the University will determine the content and delivery of the trainings. The Union-Management committee may make recommendations to the University to address other training concerns brought to its attention by SWs or regarding the content and delivery of training related to workplace conditions. The University will give such recommendations good-faith consideration.

Section 4. The University shall notify all SWs of training and orientation required as part of their appointment notification or as soon as practicable once such new or additional training is set.

Section 5. Anti-bias Trainings

In keeping with the University's commitment to combatting racism, at least once for the duration of this contract, SWs and their faculty or staff supervisors are encouraged to avail themselves of the existing training courses and others that may be developed that address how to recognize and combat racism, ableism, bias, discrimination and harassment.

For these courses and any other trainings, the University will determine the content and delivery of such courses and trainings. However, upon request the Union-Management Committee (UMC) shall be provided the opportunity to review the current training courses and give feedback on the content and delivery of the current and future training options. Such feedback will be considered in good faith by the University.

ARTICLE 12
EMPLOYMENT RECORDS
Current 2021-2025 CBA Language

Section 1. Employment records shall include records documenting a SW's employment, such as appointment letters, payroll records, disciplinary action, and Q and other work evaluations or their equivalent. A SW's coursework or academic progress or other academic records shall not be considered employment records.

Section 2. Upon request, SWs and the Union shall be notified as to the location(s) of the employment records of the SWs.

Section 3. SWs shall have the right to examine and copy all employment records. The University shall make such records available within a reasonable time, but no later than five (5) business days after a SW's request to review such records.

Section 4. SWs shall have the right to request removal or correction of any factually incorrect material from their employment record. The University shall correct any such factual errors or shall remove the factually incorrect material within seven (7) business days of the SW's request.

SWs shall also have the right to request in writing removal of inappropriate material from their employment record which will include an explanation as to why it should be removed. The University shall consider such a request, but shall not be obligated to remove such a document. SWs shall be notified of the University's decision and if it is a denial, the University shall include in the notice a written statement explaining the reason(s) for such denial.

SWs shall have the right to attach a statement in response to any employment record. The statement shall be included when the employment record is transmitted to a third party so long as the original material that was the subject of the statement remains in the SW's employment record.

Section 5. Grievance documents and related materials involving a SW shall not be considered employment records. No reference to any grievances shall be placed in an individual's employment record.

Section 6. SWs shall be notified within seven (7) business days of any information to the extent that the information is, has been used or may be used, to negatively affect the SW's qualification for employment, promotion, transfer, additional compensation or the possibility that the SW will be subject to disciplinary action. However, such information shall not include course work or academic progress or other academic records.

Section 7. All employment records shall remain confidential. Neither the University nor the Union shall make any material public without the SW's written consent, unless due to subpoenas or other legal process.

Section 8. Rights established in this article are conferred on SWs and former SWs regardless of current employment status. Former SWs shall have the right to file a grievance alleging violation of this article pursuant to Article 6, Grievance and Arbitration, within the timeframe set forth in the Grievance and Arbitration article. The University shall be obligated to keep employment records for a period of time consistent with the University's General Records Schedule.

ARTICLE 13
NON-CITIZEN STUDENT WORKER RIGHTS AND WORK AUTHORIZATION
University's 2026.04.09 Proposal and University's 2026.04.28 Benefit Fund Proposal

Section 1. While the University does not offer legal advice to SWs, Harvard International Office can advise a SW generally on visa issues as they relate to the academic and/or employment relationship with the University. Harvard International Office shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, if a SW has a complex immigration issue or if the SW is in need of immigration advice that is not related to the SW's academic and/or employment relationship with the University. Legal fees if the SW retains such an attorney would be borne by the SW. The University shall annually post an up-to-date list of University resources for non-citizen SWs.

Additionally, HIO shall invite immigration attorneys to visit campus (Cambridge and Longwood), either in-person or virtually, once each semester to discuss H visas and green cards. The University agrees to take reasonable efforts to record any such presentation for additional viewing and/or, in its sole discretion, make available live streaming, provided that the immigration attorney(s) consent(s) to such recording.

Section 2. Immigration Leave.

Salaried SWs shall have a right to five (5) paid business days of leave per year in order to attend visa and immigration proceedings and any other related matters for the SW and the SW's family. SWs employed on an hourly basis may also be absent for the same purposes without loss of pay if the attendance at the immigration proceeding occurs during hours when the SW is required to be working. The SW may request additional time that may be needed beyond the five (5) business days and such requests will be given reasonable consideration.

Section 3. In cases where a SW is unable to return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (*e.g.,* administrative processing), the University shall undertake reasonable efforts to arrange for the SW to perform their duties outside the U.S. Where remote work is not authorized, the University shall terminate the SW's employment, but may hold their position open for a reasonable period of time, where feasible, in order for the SW to enter the United States with work authorization or immigration status that lawfully permits them to work as a SW. If lawful status is obtained thereafter,

reemployment is not guaranteed and shall depend on several factors, including, but not limited to, availability of lab space and research funding. Any determination made under this section is not grievable.

Section 4. If the University is not able to lawfully employ or continue to employ a SW as a result of the SW's immigration or non-citizen status, the University agrees to hold their position open for a reasonable period of time, where feasible and/or to meet with the Union and the SW to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the SW as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a SW. Such timing of re employment shall depend on several academic factors, which are not grievable including the academic calendar. The timing of re-employment may also depend on other factors such as the availability of lab space and research funding.

Section 5. Issues surrounding immigration and visa status that may affect SWs can be appropriate topics for the Union-Management Committee. In addition, to assure effective support services, foster good communications and better understanding between the University and its international graduate employees, the University shall convene two meetings yearly between the University and the Union that will include staff from the HIO.

Section 6. Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University shall not disclose any SW's immigration information or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any government entity.

Section 7. I-9 forms shall be maintained in a file separate from other human resources files.

ARTICLE 14
TAX ASSISTANCE
Current 2021-2025 CBA Language

Section 1. The Harvard International Office (HIO) offers resources to assist international student workers with their tax issues. For as long as such programs exist, HIO will continue to offer web-based tax software designed exclusively for international students, scholars, and their dependents who are non-residents for tax purposes. If such programs cease to exist, the University will notify the Union and, upon request of the Union, discuss possible alternatives to such programs.

ARTICLE 15
WORKSPACE, WORK, AND MATERIALS
TA on 2026.02.02

Section 1. To carry out assigned duties as determined by the University, the University shall provide SWs, at no cost to the SW, reasonable access to University services, materials, equipment and facilities necessary to carry out such duties, including but not limited to: desk space (individual or shared), available private space to advise students or conduct private work-related meetings, after-hours and weekend building access, library privileges, studio space, storage space, campus mail, office supplies including chalk and dry-erase markers, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment.

Section 2. Nothing in Section 1 precludes the University or the supervisor from determining what specific services, materials, equipment and facilities are best suited or adequate to carry out assigned duties, including but not limited to software and hardware, lab equipment, grading software, and audio/visual presentation equipment. However, the University shall consider in good faith any SW request for specific services, materials, equipment or facilities not provided pursuant to Section 1 by the University. If a faculty member denies such a request, the SW may discuss the denial with the department chair or supervisor.

Section 3. To the extent available and consistent with the requirements of the departments or employing unit, SWs shall also have access to computers with internet access and printers.

Section 4. With the supervisor's or employing unit's advance approval, the University shall reimburse SWs for required job-related materials, equipment, and services that are not otherwise provided to the SW by their department, including materials needed in on-campus spaces and, when approved, remote work locations. Requests for approval shall not be unreasonably denied.

Section 5. If a SW's University work location is to be moved or if there is a substantial alteration of the SW's work space, the SW will be notified at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible.

Section 6. Remote work

When requested by the SW and approved by the SW's supervisor or employing department/unit, or when required by the University, SWs may work remotely, which includes work from home.

In such cases, the University reserves the right to set the parameters for remote work by a SW, and the SW shall be subject to any procedures, restrictions, limitations and other guidelines on

remote teaching and learning and remote work that may be set by the University in a given case. The supervisor or employing department/unit head will discuss such matters with the SW in advance of the start of remote work and may recommend additional guidelines for particular situations.

Any remote work arrangement may be terminated at the sole discretion of the University at any time with reasonable notice to the employee taking into account the supervisor's or employing department/unit's needs and the SW's remote situation. Such reasonable notice shall normally be no less than 30 calendar days, instructional or research work needs permitting.

In the case of a SW working remotely, the SW may request assistance from the HUIT Service Desk or from the local School IT help desk with regard to internet access in accordance with University procedures.

The SW and the supervisor or employing department/unit shall discuss what particular University services, materials, and facilities necessary to carry out assigned duties the SW shall receive, at no cost to the SW, when working remotely, pursuant to Sections 1 and 2 of this Article. Computer and printer equipment, when not otherwise available to the SW, may be provided after review on a case by case basis at the University's discretion. Ownership of any equipment that may be provided to a SW working remotely remains with the University.

A SW working remotely shall have the ability to request reimbursement for work-related materials consistent with Section 4 above and consistent with any University policies on expenses reimbursements.

Also, the SW will have access to Workers Compensation in the case of work-related injury that arises out of and is in the course of University employment and shall proceed in accordance with Section 9 of Article 10, Health and Safety.

ARTICLE 16
WORKLOAD
University's 2026.06.23 Partial Package Proposal

Section 1. The University maintains the right to define academic expectations and degree requirements. This Agreement should not in any way be construed as imposing a limit on the amount of this work necessary for a student to make satisfactory academic progress toward their degree. The parties agree that it is in the interest of the University and the student worker to define a SW's workload to be commensurate with the SW's appointment, title/classification, and compensation as well as their ability to make academic progress required by their program. Such workload is outlined below.

Section 2. Salaried / stipended appointments. For all such appointments, the University will not require more than an average of twenty (20) hours per week of effort for students in their roles as student workers over the course of their employment appointment period where the appointment period is a traditional semester (fall/spring), academic year, or calendar year.

The time spent by a student worker on their academic efforts associated with degree requirements and academic expectations are not part of this collective bargaining agreement.

Teaching Fellows or other salaried SWs with instructional assignments shall not be required to take on a workload of more than two standard course sections per semester. Minimum compensation rates for such work are set out in Article 20, Compensation. As noted in that Article, each School may increase compensation beyond minimum teaching rates depending on, among other things: degree of difficulty of the course or section; class size; degree of independence and accountability for the SW; frequency of meetings; attendant course advising; and any oversight responsibilities.

For purposes of this Agreement, the workload of salaried/stipended Research Assistants (RA1 and RA2 in Article 2, Titles and Classifications), are the efforts they are expected to make to contribute toward support of general functions and activities within a research lab or program. These students are also expected to engage in course work, teaching, and/or research that will contribute to degree requirements, all of which are academic efforts that are not part of this collective bargaining agreement. The combination of these efforts generally reflects a full-time commitment.

Section 3. Hourly SWs. SWs who are working on an hourly basis may have a variable number of hours of work that may be assigned during all or part of their appointment period, but in no event shall any SW be required to work more than an average of twenty (20) hours per week

over the course of their employment appointment period where the appointment period is a traditional semester (fall/spring), academic year, or calendar year. When possible, such hours should be memorialized in writing by the supervisor when the assignment is made. When an appointment letter for an hourly SW sets the number of hours, such SWs will not be required to work more hours than may be specified in the appointment letter. Hourly SWs will not be required to work any hours for which they are not paid. Hourly SWs will be paid for all hours worked.

Section 4. Workload assigned to any graduate SW under this Article is separate from the academic requirements associated with thesis and dissertation research that is expected pursuant to 300-level course work or its equivalents in other Schools. As previously stated, the University maintains the right to define academic expectations and degree requirements.

Section 5. While the parties recognize that the content of work assigned to SWs may vary from week to week, SWs shall not be assigned job duties that cannot be reasonably performed within the workload average in Section 2, Section 3 or Section 7 of this Article. Additionally, the University shall provide SWs with a reasonable amount of time in which to complete job duties, taking into consideration the relevant surrounding circumstances. The workload must align with the levels of compensation presented in Article 20, Compensation, and Article 2, Titles and Classifications.

Section 6. A SW who anticipates that their workload will exceed the workload average stated in Section 2, Section 3 or Section 7 of this Article or a SW who otherwise has concerns about the nature or amount of their employment workload may bring such concerns to their immediate supervisor. The supervisor shall discuss any such concerns with the SW and, as warranted, may make adjustments to workload requirements or compensation. If the SW is not satisfied with such discussions, or if they believe they have been misclassified or that their job duties are not commensurate with their employment appointment letter, they may file a grievance under Article 6, Grievance and Arbitration, over such matters.

Section 7. Other appointment periods.

A. Intersession and other similar shortened periods. The parties recognize that, in addition to the more typical appointments of a traditional semester (fall/spring), academic year, or calendar year, a SW may be offered an appointment to work during an intersession or other similar shortened period. By design, such appointments may involve a more intense workload each week than typically associated with semester-long appointments. Therefore, the twenty (20) hour average in Section 2 and Section 3 shall not apply to such appointments. Rather, the University will not require more effort for students in their roles as student workers than is specified in the job posting and/or appointment letter.

B. Summer. The parties recognize that summer appointments are also different than the more typical appointments of a traditional semester (fall/spring), academic year or calendar year. Therefore, the twenty (20) hour average in Section 2 and Section 3 shall not apply to summer appointments. Rather, the University will not require more effort for students in their roles as student workers than is specified in the job posting and/or appointment letter.

Section 8. Any work assignment, required training, orientation, required meetings, required

conferences, required office hours shall be included in the total workload for the appointment period. Hourly employees who participate in any job training or work orientation will be paid for their time at their normal hourly rate. Hours spent on individually assigned special preparation for teaching sections shall also be included in the total workload for the appointment period.

Section 9. Required meetings will be held during the normal work hours at the SW's workplace, or at another location on campus with advance notice, or at another appropriate location with advanced notice to the SW.

Section 10. In the case of a change of a SW's job assignment, any work completed in the original assignment will count toward the workload for the semester.

ARTICLE 17
MANAGEMENT RIGHTS
Current 2021-2025 CBA Language

Section 1. All management functions, rights, and prerogatives, that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include the right:

A. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
B. to recruit, appoint and transfer unit members and to determine and modify the size and composition of the work force;
C. to determine or modify the qualifications and responsibilities of unit members;
D. to direct, assign, schedule and otherwise supervise unit employees:
E. to train unit members subject to Article 11, Training;
F. to establish new job classifications within the unit, subject to any restrictions in Article 2, Titles and Classifications;
G. to establish and modify standards of conduct and to discipline or discharge unit members for just cause subject to Article 19, Discipline and Discharge;
H. to establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
I. to establish and modify rules, regulations and policies;
J. to alter, extend, or discontinue existing equipment, facilities, and location(s)of operations;
K. to determine the academic calendar each year;
L. to determine class and section size;
M. to subcontract all or any portion of any operations;
N. to take such action as is necessary to maintain the University's efficiencyand effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University’s programs, services, and operations are to be conducted.
O. to determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid;
P. to determine and modify policies and financial costs and charges associated with University housing;
Q. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage;
R. to select all insurance carriers and to change carriers from time to time;

Section 2. Other questions of academic judgment and decision-making shall remain in the University's sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all matters affecting:

A. student admissions:
B. academic standards, and unit members' progress as students, including but not limited to the completion of degree requirements;
C. who is taught, what is taught, how it is taught and who does the teaching;
D. research methodology and materials;
E. external grants including application, selection, funding, administration, usage, accountability and termination;
F. the creation, elimination or modification of courses and curriculum;
G. instructional methods;
H. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;
I. grading policies and practices;
J. all other academic policies, procedures, rules and regulations in regard to unit members' status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program;

Section 3. Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

Section 4. The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

ARTICLE 18
UNION ACCESS AND RIGHTS
University's 2026.05.21 Proposal

Section 1.

A. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide to the Union a weekly electronic file containing the following directory information for each SW in the bargaining unit:

Name
Net ID
Permanent and local street address, city, state, zip code,
Job title
Date of birth
Place of birth
Dates of employment
Dates of enrollment
Anticipated or actual date of graduation
Enrollment status
Department mail code
The Directory Email address
The Directory Telephone number
Employing department or program
Department or program in which SW is enrolled
Position classification

This listing shall be provided to the Union at no cost. If the SW affirmatively consents to the disclosure of such information to the Union as provided for in Section B. below, the University will also include the SW's rate of pay for all pay codes. However, the rate of pay will be reported on the same basis as the pay period.

This listing shall include all SWs who were in the bargaining unit at any point in the intervening time since the production of the prior listing. If any item on this list is unavailable at the time of delivery, every effort shall be made to include this information in future lists.

B. Additional non-directory information; FERPA Communication and FERPA Release.

Within, or as an enclosure to each SW's appointment letter, the University shall provide a FERPA Communication and a FERPA Release Form as described below, either in paper format or a format where the Form can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication and the FERPA Release form, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

1. The FERPA Communication will include, at minimum, the following information:

a. The Union is the SW's exclusive bargaining representative;

b. The Union has a legal obligation to represent the SW when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;

c. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, and FERPA, which regulates the disclosure of certain information in a SW's student records, the SW will be asked to complete and sign the FERPA Release Form and return the form along with all other on-boarding paperwork, such as an I-9, etc.; and,

d. Contact information of both the Union and the University for the SW to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.

2. The FERPA Release Form will contain, at minimum, the following:

a. An option for the SW to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the SW, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the SW.

b. An option for the SW to decline to waive their privacy rights under FERPA.

c. Information about how a student may change their selection in the future.

3. In cases related to Article 19, Discipline and Discharge, if the SW has not permitted the disclosure of their non-directory information to the Union, the University, in accordance with the provisions of that Article, will inform the SW

that they are entitled to Union representation, and the University shall give the SW the opportunity to voluntarily sign a FERPA Release Form.

4. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article without the prior consent of the SW.

Section 2. Union representatives shall be provided reasonable access to the University mail systems, including e-mail.

Section 3. Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

Section 4. At the beginning of each academic year, the Union shall furnish the University with a written list of officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement.

Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, such representatives shall be permitted reasonable release time to investigate, present and process grievances on University property during regular working hours without suffering a loss of pay.

Such activities cannot take place while a SW involved is conducting a class nor can such activities disrupt University operations.

The question of possible release time for any future collective bargaining will be left to the parties to address prior to the beginning of such negotiations.

Section 5. Except for classrooms while class is in session and certain research labs or other areas designated by the relevant academic department, Institutional Animal Care and Use Committee, or the Environmental Health & Safety department as restricted due to safety concerns, provided that such designation shall not be made in a manner that discriminates against the Union, Union representatives, including International Union, UAW, shall have access to all SW workspaces on University premises to conduct any necessary Union business but only after advanced notice to the supervisor. Under no circumstances shall Union representatives interfere with programs, operations or the work of SWs or other University employees.

Section 6. HGSU Presentations. In order to allow the Union time to address current and potential SWs, the parties agree as follows:

First Year PhD Candidates. The University currently has over 50 PhD programs. These programs typically hold an orientation at the beginning of each academic year for first year PhD candidates in their program. If such an orientation is going to be held, the program will

provide the union with notice at least one week prior to the orientation. Once notified, the Union will promptly respond whether it wishes to be given a 30-minute slot within the orientation to provide its presentation.

New HGSU Instructional Support Appointments. The Bok Center and the Program in General Education typically conduct an orientation for new instructional support positions at the beginning of each academic year. If such an orientation is going to be held, these units will provide the union with notice at least one week prior to the orientation. Once notified, the Union will promptly respond whether it wishes to be given a 30-minute slot within the orientation to provide its presentation.

HGSU Appointments. HGSU may conduct its own 30-minute general presentation at the start of each academic semester, separate and apart from any University orientation. If such a presentation is going to be conducted, HGSU may notify the University. Such notice to the University should be at least one week prior to the presentation. The University will notify all Schools, Departments, Programs and other employing units that such a presentation is being conducted and instruct them to notify their SWs.

Materials. The Union is free to distribute a packet of Union materials at its presentation.

Section 7. The University agrees to furnish conference and/or meeting rooms (physical and virtual) at no cost for Union meetings upon prior request by the Union, on the same basis as recognized student organizations within a given school. The Union acknowledges that certain spaces on campus may require that a fee be paid by the Union consistent with what other recognized student organizations within a given school must pay. The Union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities.

Section 8. The Union shall have access to designated space on existing bulletin boards in University Schools, Departments, Programs, Institutes, and Centers that employ SWs. All postings by the Union shall be done in accordance with University policies regarding access and approval required for bulletin board use on the campus.

ARTICLE 19
DISCIPLINE AND DISCHARGE
University's 2026.05.21 Proposal

Section 1. SWs shall not be disciplined, suspended, or discharged from employment without just cause. Discharge, for purposes of this Agreement, shall mean the termination of a SW's employment appointment prior to the expiration of that appointment.

Discipline shall consist of written warnings, suspension without pay, and dismissal taken by the University based on a SW's job-related misconduct and/or job-related poor/non-performance and does not include determinations by the University to dismiss a SW from the University or take an adverse action against a SW for academic reasons, including but not limited to grades, academic assessments, and authorship decisions or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a student cannot continue to serve as a SW.

Section 2. Neither Discipline nor Discharge includes the non-reappointment of a SW or the failure to offer an employment appointment to a SW, nor does it include performance evaluations or performance feedback. Discipline and discharge also do not include cases where the SW resigns from, or becomes ineligible to hold, their position.

Section 3. A SW may request that a Union representative be present at any work-related disciplinary meeting or any work-related investigatory meeting that the SW reasonably believes may lead to discipline pursuant to this CBA.

Section 4. Before discipline is issued, the SW facing potential discipline will be provided an opportunity to meet to offer their account and an explanation of the alleged misconduct and/or poor/non-performance that forms the basis of the potential discipline. Consistent with Section 3, above, the SW may request a union representative be present at this meeting.

Section 5. If the University decides to issue discipline, it will notify the SW in writing. This written notification will include a description of the alleged misconduct an/or poor/non-performance that forms the basis of the decision to discipline and the level of disciplinary action.

Section 6. If discipline is issued to a SW, a grievance may be filed in accordance with the process and procedures set forth in Article 6 (Grievance and Arbitration). Grievances of disciplinary suspensions or dismissal actions may be filed in the first instance at Step 2 of the process. Grievances of discipline of a level lower than suspension must be filed at Step 1 of the process. Grievances over discipline or dismissal are subject to the same time limits for filing initial grievances.

Discipline which is rescinded through the grievance procedure shall be removed from the SW's employee records and shall not be the basis for further disciplinary action. If the rescinded discipline resulted in loss of pay, the University shall compensate the SW for any lost wages.

Section 7. The University may place a SW on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the SW from all work duties and/or require removing the SW from the premises.

A. The SW (and Union pursuant to Section 10 of this Article) will be notified, as soon as practicable, in writing when a SW is being placed on paid administrative leave. The written notice shall state the reason the SW was placed on paid administrative leave. The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.

B. Paid administrative leave is neither discipline nor discharge.

C. At the conclusion of an investigation of an SW placed on administrative leave, where the University elects not to take disciplinary action, the SW (and Union pursuant to Section 10 of this Article) will be provided with a notification that the investigation is completed and that no discipline will be imposed.

D. The University will place a record of administrative leave in the SW's employment record only if disciplinary action is taken. The University will transfer records of such administrative leave to a third party only if required by law or regulation.

Section 8. As an alternative or in addition to issuing disciplinary action, the University may recommend reasonable remedial measures when appropriate. Such remedial measures must be rehabilitative rather than punitive and at no cost to the SW.

Section 9. The University and the Union shall maintain the confidentiality of all disciplinary actions except on a need-to-know basis or consistent with FERPA to the extent it applies.

Section 10. Notification to the Union. If the SW has consented to disclosure of non-directory information as provided in Article 18, Union Access and Rights, the University shall copy the Union on written notification to the SW regarding disciplinary matters outlined in this Article. If the SW has not previously consented to such disclosure, the University shall supply a waiver form, accompanying any disciplinary notification, for the SW's consideration that, if signed, would allow written notice to be provided to the Union.

ARTICLE 20
COMPENSATION
University's 2026.04.28 Proposal

Section 1. It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over stipends for graduate students, including the stipends of bargaining unit members, nor shall the University be obligated to negotiate over any other financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a student is working as a member of the bargaining unit.

Section 2. Compensation for salaried SWs.

A. Research Assistant 1 –

A Research Assistant 1-- A graduate student usually appointed on an annual basis for a 12-month period to perform research work under the supervision of a faculty/principal investigator**.** The parties understand that the work of a Research Assistant is a blend of academic and employment endeavors and that clear separation of each is difficult. The stipend that such an RA receives could be characterized as financial assistance or compensation or both. Thus, it is understood that for this category of SW and for purposes of this Agreement only, the stipend offered by the University is the functional equivalent of a salary and will be referred to as such in this Article only.

The minimum salaries for all such SWs in FY 25 were:

Life Sciences	12 months	$47,076
Physical Sciences	12 months	$45,180
Other	12 months	$42,480

10 month, academic term, or shorter appointments for these three levels are pro-rated accordingly.

Upon ratification, there will no longer be a distinction between disciplines for the RA rate. The minimum RA1 and RA2 rate will be $48,996. This represents an average increase of 9.1% (a 4.1% increase to the FY25 Life Science rate, a 8.4% increase to the Physical Science rate, and a 15.3% increase to the Other rate).

The following increases will apply to the minimum RA1 and RA2 rate of $48,996:

The rate will increase by 2.75% effective upon ratification
The rate will increase by 3.25% effective 7/1/26
The rate will increase by 2.5% effective 7/1/27
The rate will increase by 2.5% effective 7/1/28

Accordingly, the minimum pay rate will be as follows:

	Upon Ratification	FY27	FY28	FY29
12 months	$50,340	$51,972	$53,268	$54,600

B. Research Assistant 2 –

A Research Assistant 2 -- In addition to their research work, a graduate student who also has a teaching assignment.

Provided such a teaching appointment is approved by their faculty advisor, the SW will have an appropriate adjustment in their research assistant workload. If in discussions with the faculty advisor and/or principal investigator there is mutual agreement to not fully reduce the research assistant workload by the teaching appointment workload, and consistent with regulations such as visa restrictions, employment laws, and academic policies, the Research Assistant II will receive additional compensation for the increased workload.

The minimum salaries for Research Assistants 2 will be the same as for Research Assistants 1.

C. Teaching Fellows

1. There are four types of salaried teaching fellows (TFs) throughout the University who perform instructional duties:

1. Teaching Fellow 1
2. Teaching Fellow 2
3. Instructional Fellow
4. Pedagogical Fellow

General descriptions of the duties and eligibility for such positions are found in Article 2, Titles and Classifications and Article 16, Workload. More particularized duties may be found in individual employment appointment letters.

2. Teaching Fellow categories when the TF is teaching a single standard University course or section under the direction of a full-time faculty member or when teaching a course independently. Compensation may be pro-rated for courses that run for less than a full semester.

The minimum pay rates for FY 25 were as follows:

	Junior Rate	**Senior Rate**
Teaching rate A	$5,860	$6,575

The minimum rate for Teaching Fellow I or Pedagogical Fellow or a CA 1 or CA 2 for teaching a section in any School or College that usually although not always accompany lectures given by faculty members.

A Teaching Fellow 2 (Head Teaching Fellow) does not have section teaching responsibilities. Teaching Rate A is the rate for a Teaching Fellow 2. If a TF2 were to also lead a section, they would receive an additional TF1 appointment and be paid the TF1 compensation in addition to the TF2 compensation.

Teaching rate B $11,720 $13,150

The minimum rate for any Instructional Fellow. An Instructional Fellow has primary instructional responsibilities for a course, under the supervision of a faculty member.

The following increases will apply to these minimum teaching rates:

The rate will increase by 2.75% effective upon ratification
The rate will increase by 3.25% effective 7/1/26
The rate will increase by 2.5% effective 7/1/27
The rate will increase by 2.5% effective 7/1/28

Accordingly, the minimum pay rate will be as follows:

Teaching Fellow Rate A

	Upon Ratification	FY27	FY28	FY29
Junior	$6,021	$6,217	$6,372	$6,531
Senior	$6,756	$6,976	$7,150	$7,329

Teaching Fellow Rate B

	Upon Ratification	FY27	FY28	FY29
Junior	$12,042	$12,434	$12,744	$13,062
Senior	$13,512	$13,951	$14,300	$14,658

Except as minimally provided above, variation between and within Teaching Rates A and B will be determined by each School. While the School must pay the minimum rates above, the School has the discretion to pay more than this rate based on a variety of factors. In deciding whether more than the minimum should be paid, the School shall take into account various factors including but not limited to degree of difficulty of the course or section; class size; degree of independence and

accountability for the SW; frequency of meetings; attendant course advising; and any oversight responsibilities. Such determination shall not be grievable.

Each School is required to publish which rate applies for particular courses and particular teaching activities.

All such rates may be pro-rated accordingly for courses with less than a full semester's (term's) duration.

3. The Senior Rates will be applied for any Ph. D SW who has successfully completed their first two years of their Ph. D program. The Junior Rates will be applied for all other SWs. The parties agree that there are currently some situations where a School has stated in writing that it will pay the Senior Rate to SWs who would ordinarily be paid at the Junior Rate. Those situations will continue during the life of this Agreement. Determination of successful completion of the first two years is based on academic progress and is not grievable.

4. In courses that do not have a TF 2, faculty may, but are not required, to designate a TF 1 to carry out some additional administrative duties. If such duties are beyond the scope of the appointment, additional compensation will be provided to the SW.

5. For SWs within their admissions offer period, (normally, in their third and fourth year of graduate work), the minimum rates described above for teaching will be considered compensation and will be separately paid to the SW. However, such compensation is not an addition to the SW's stipend. During the admissions offer period, the total amount of funding to the SW, including the compensation for teaching, will be equal to the amount specified in the admissions offer letter.

D. Other Teaching Rates

Full-time graduate students teaching in any School of the University will be paid under the Junior or Senior Teaching Rates A or B categories in Section C above, except for Lecturer/Instructors, Teaching Assistants and Salaried Course Assistants in the Division of Continuing Education (DCE).

Nothing shall preclude the University from paying higher compensation rates in its discretion.

E. Division of Continuing Education (DCE)

As an exception to the rates in Section C above unit members teaching in DCE were paid at the following minimum compensation rates depending on title during FY 25

DCE - Lecturer/instructor	$9,037	per 4 credit course
DCE - Teaching Assistant	$4,519	per 4 credit course

DCE - Head Teaching Assistant	$2,260	for such work
DCE - Salaried Course Assistant	$985	per 4 credit course

The following increases will apply to these minimum rates:

The rate will increase by 2.75% effective upon ratification
The rate will increase by 3.25% effective 7/1/26
The rate will increase by 2.5% effective 7/1/27
The rate will increase by 2.5% effective 7/1/28

Accordingly, the minimum pay rate will be as follows:

		Upon Ratification	FY27	FY28	FY29
DCE - Lecturer/instructor	(per 4 credit course)	$9,286	$9,588	$9,828	$10,074
DCE - Teaching Assistant	(per 4 credit course)	$4,643	$4,794	$4,914	$5,037
DCE - Head Teaching Assistant	(for such work)	$2,322	$2,397	$2,457	$2,518
DCE - Salaried Course Assistant	(per 4 credit course)	$1,012	$1,045	$1,071	$1,098

F. Other instructional work besides teaching. It is understood that programs may offer differing amounts of compensation for other instructional work besides teaching a course or section of a course, such as tutoring, thesis advising, leading practicums and other instructional work.

The rates for these appointments will be dependent on the duration and scope of the work. Work expectations, anticipated time commitments, and rate of pay must be detailed and explicit in the employment appointment letter, and such expectations should not reasonably imply an hourly wage less than the minimum hourly rate specified in this agreement. Any increase to those expectations will require additional compensation.

G. The teaching rates delineated in Section C. above for teaching courses includes, in addition to class time, preparation, grading, meeting with and advising students on course work and all other matters attendant to teaching the course. No additional compensation is paid for any such attendant work other than the course rate except as provided in Section C. d. above.

H. Limited Research Assistant Appointments

SWs may have short duration and/or limited scope salaried research assistant appointments. These appointments may be for work that is not directly related to the

student's academic endeavors. The rates for these appointments will be dependent on the duration and scope of the work. Work expectations, anticipated time commitments, and rate of pay must be detailed and explicit in the employment appointment letter and such expectations should not reasonably imply an hourly wage less than the minimum hourly rate specified in this agreement. Any increase to those expectations will require additional compensation.

Section 3. Compensation for Hourly SWs

A. It is recognized that hourly rates of pay for hourly Research Assistant, Course Assistants, hourly Teaching Fellows and other hourly workers vary greatly throughout the University. Some Schools have specific rates of pay for their hourly workers. Some hourly rates vary depending on the amount of available funds in a faculty member's grant.

B. However, all hourly SWs who perform instructional or research work regardless of School will receive at least the minimum hourly rate of pay. The minimum hourly rate for FY25 was $21.00.

The following increases will apply to the minimum hourly rate:

The rate will increase by $0.50 effective upon ratification
The rate will increase by $0.50 effective 7/1/26
The rate will increase by $0.50 effective 7/1/27
The rate will increase by $0.50 effective 7/1/28

Accordingly, the minimum hourly rate will be as follows:

	Upon Ratification	FY27	FY28	FY29
Minimum Hourly Rate	$21.50	$22.00	$22.50	$23.00

Section 4. A SW shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the SW has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment. In no case shall a SW be paid less frequently than on a monthly basis.

Section 5. If the University, in error, overpays wages to a SW in a given pay period, the University, once it discovers the error, will promptly notify the SW of the amount of the overpayment and the date on which the overpayment occurred. In such a case, the University and the SW will work out a repayment plan for the overage. If they wish, the SW may seek the help of the Union in negotiating over the repayment plan. Such repayment plan shall be consistent with applicable federal and state wage law.

In cases of overpayment, the University will not put a registration hold on student transcripts and records while repayment is pending.

If the University, in error, underpays a student worker, it shall promptly correct the error and pay any back wages owed. SWs shall endeavor to report to the University any possible overpayments, or underpayments, so they may be corrected as soon as possible.

ARTICLE 21
HEALTH AND DENTAL INSURANCE
Current 2021-2025 CBA Language and University's 2026.04.28 Benefit Fund Proposal

Section 1. All students are required to participate in the Harvard University Student Health Plan or to otherwise be covered by a health insurance program. The University will continue for the life of this Agreement to provide individual coverage at no premium cost to the student for all GSAS PhD student workers as may be guaranteed in their offer letter.

Section 2. Nothing in this Agreement shall affect the University's right to modify the plan or plan design or premium rates or to change insurance carriers or administrators in its discretion.

Section 3. SWs and their dependents may elect the optional student dental insurance plan offered by the University on the same basis as other students at the University.

Section 4. Nothing in this Agreement shall affect the University's right to modify the dental plan or plan design or premium rates or to change insurance carriers or administrators in its discretion.

Section 5. Mental Health Care

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

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

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

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

ARTICLE 22
FAMILY FRIENDLY BENEFITS
Current 2021-2025 CBA Language

Section 1. Ph.D SWs shall be eligible for access to Care.com at no cost for such membership and subject to relevant rates and procedures. Under current policy, SWs have access to the Care.com providers for up to 10 days a year at a subsidized rate of $5 per hour. SWs may utilize Care.com for additional days at full provider rates.

Section 2. All Ph.D SWs shall be eligible for the Parental Accommodation and Financial Support program which provides a one-time stipend of $6831 per child for the birth or adoption of a child. During the accommodation period, students may request and receive unpaid time off from their duties up to 12 weeks. Effective July 1, 2021, or upon ratification whichever comes last, the stipend will be raised to $7000 and shall be increased by an additional 2.25% on July 1, 2022, 2.25% on July 1, 2023 and 2.25% on July 1, 2024.

Section 3. Any Ph.D SW who notifies the University through a semesterly or yearly check-in or through the GSAS Financial Office about being a parent shall receive an email, within 30 days, with information about the benefits contained in this article,, including, but not limited to, clear directions on how to apply.

ARTICLE 23
LEAVE PROVISION
Current 2021-2025 CBA Language

Section 1 Sick Leave

A. SWs shall have a right to a reasonable number of days per semester or summer session of sick leave with no loss of compensation. SWs are permitted to use sick time for any of the following reasons:

1. Caring for their own physical or mental illness, injury or medical condition
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse or partner, immediate or chosen family member;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse or partner, immediate or chosen family member, and members of the household regularly sharing the employee's residence
5. Addressing the psychological, physical, or legal effects of domestic violence; or
6. Travel necessitated by any of the above.

B. A SW who is using a sick day must inform their supervisor as soon as possible.

C. In no case shall the sick time provided be less than would be provided to an individual covered by the Massachusetts Sick Time Law.

Section 2. Family and Medical Leave of Absence

SWs may take an unpaid Family and Medical Leave of Absence of up to 12 weeks for the birth or adoption of a child, childcare, their own serious health condition or work-related disability, or care of an immediate family member with a serious health condition. "Immediate family members" include parents or step-parents, child or step-child or spouse. SWs are expected to notify their supervisors and directors of graduate studies at least four months in advance whenever possible of the anticipated birth or adoption of a child, so that appropriate arrangements can be made to cover any teaching or research responsibilities.

SWs who are Ph. D candidates are eligible to apply for financial assistance for the birth or adoption of a child under the Parental Accommodation and Financial Support.

A SW shall not be precluded from being appointed to a position comparable to the position they held before their leave solely because the SW took a leave under this section.

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

Section 3. Bereavement leave

All SWs may be absent without loss of pay or benefits for up to three (3) days when called for by a death in the immediate family or household. In circumstances of logistical difficulty or severe emotional distress or religious observance, a longer paid absence (up to seven (7) days) may be appropriate. Such requests will not be unreasonably denied.

For the purpose of this policy only, immediate family includes: the SW's spouse or partner, children (including stepchildren), grandchildren, children-in-law, parents (including step-parents), grandparents, parents in-law, siblings, (including step siblings) and siblings-in law, chosen family members, and household includes individuals regularly sharing the SW's residence.

Section 4. Civic Duty Leave

SWs who are on a salaried appointment shall retain all compensation and benefits during jury duty, serving as a witness in a court case, similar civic obligations, or other court appearances. A SW on an hourly basis may also be absent for the same purposes but without pay.

Section 5. Military Leave

The University shall comply with any applicable state and federal laws governing military service and leaves. A SW may use this leave in addition to other leaves provided for under this Article.

Section 6. Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University.

SWs shall retain any and all other rights under state and federal law regarding leaves of absence.

Section 7. SWs shall make reasonable effort to provide as much advance notice as possible before taking any leave under this Article.

ARTICLE 24
HOLIDAYS, PERSONAL DAYS, AND VACATION
TA on 2026.04.09

Section 1. The University sets the academic calendar each year and designates official University holidays and recesses. Currently, the following are designated as official University holidays. SWs shall not be required to work on the following holidays and designated recess, except as provided below in section 2.

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence
Day Labor Day
Columbus Day (Federal) / Indigenous Peoples' Day (City of Cambridge) Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve 1/2 day
Christmas Day
Winter Recess (the period between Christmas and New Year's Day)

The University reserves the right to add other holidays and recesses in its discretion.

Section 2. During a designated holiday or recess, SWs may be required to conduct work (such as laboratory work, teaching a section, or grading of assignments) only when determined to be necessary by the faculty member or supervisor. The faculty member or supervisor shall provide notice to the SW in advance when such work is deemed necessary. If a SW is required to work on a designated holiday or recess, the SW shall choose an alternate day(s) off with the supervisor's approval, which approval shall not be unreasonably denied.

Section 3. The University recognizes that there are religious holidays that are not currently University holidays. The University will make reasonable accommodations to a SW to observe a religious holiday provided it does not create an undue burden for the University. SWs shall request such time off for religious observance with reasonable advance notice to their supervisor.

Section 4. Personal Days

In addition to time off for designated holidays and recesses, SWs on a salaried appointment shall be entitled to one (1) personal day per semester without loss of compensation with, where possible, at least three (3) days advance notice to their supervisor. A salaried SW with a fall semester employment appointment may carry over and utilize their one personal day from the fall semester in the spring semester of the same fiscal year. Personal days may not,

however, be carried over from one fiscal year to another.

Those salaried SWs with 12-month appointments shall receive one (1) additional personal day in addition to two (2) personal days for the fiscal year. Personal days may not be carried over from one fiscal year to another.

Personal days may be used for any purpose, including the SW's personal observance of special days in their cultural heritage.

Section 5. Vacation Days for SWs with 10- and 12-month appointments

A. SWs on a salaried 12-month appointment shall be entitled to ten (10) vacation days without loss of compensation to be used during their appointment period.

B. A SW appointed to a position that would normally be 12 months, but initially appointed for 10-months (i.e. September through June) shall be entitled to eight (8) days off in that first employment appointment period without loss of compensation. If a SW on a 12-month appointment spends part of that appointment period on a non-
University activity (such as accepting an external internship), they shall receive a pro- rated amount of vacation for the months actually worked for the University.

In order for a SW to be entitled to vacation, they must be working under an employment appointment that is for 10- or 12-months duration. Thus, two separate semester appointments cannot be considered a 10-month appointment, nor can two separate six-month appointments be considered a 12-month appointment.

C. Vacation days must be used during the appointment period and may not be carried over from one fiscal year to the next. Vacation days not used during the appointment period will be forfeited.

D. Vacation time shall be scheduled in consultation with and approval of the supervisor/faculty member, which approval shall not be unreasonably denied.

E. For SWs with curricular responsibilities, vacations should normally not be taken during the Fall or Spring academic semesters.

F. A vacation request of more than two weeks by combining vacation time at the end of one fiscal year with vacation time at the beginning of the next fiscal year will only be allowed with the consent of the supervisor who shall be under no obligation to grant such request.

G. If a designated University holiday or recess falls during an SW's vacation, the SW shall not be charged vacation time for that holiday or recess.

ARTICLE 25
PARKING AND TRANSIT
Current 2021-2025 CBA Language

Section 1. All SWs are eligible for the three (3) parking/transit options below (1A or 1B or 1C) as outlined below.

A. Parking

1. At all campuses, SWs shall have the option to have access to parking and parking-related services that are available to and on the same basis as University staff.

2. The University will provide information to all incoming SWs about their parking options.

3. SWs who opt for this option but are unable to secure their facility of choice shall remain eligible for the other transit benefits below provided any application deadlines are met.

B. Transit - Public and Private

SWs will be provided with discounted MBTA passes per the Semester Pass Program. Schools at their discretion may provide SW's additional discounts on MBTA passes and/or programs.

C. Bicycling

1. SWs are eligible for a bicycle benefit on the same basis and under the same terms and conditions as that offered to staff employees, except SWs are not required to be active employees through the submission deadlines in order to receive this benefit, but they are required to be active students through the submission deadlines.

2. A qualified bicycle commuting month is one during which a SW is biking for a substantial portion of the commute and does not receive any parking permit or a transit pass through Harvard University.

3. This benefit operates on the calendar year; the total reimbursement amount accrues over the calendar year and is paid back against the total eligible expenses incurred in the same year. Reimbursement claims are processed and paid in the beginning of the following year; paperwork must be submitted by the SW no later than January 31. If the SW is a new SW or uses a parking permit or transit pass through Harvard for some months of the year, your total reimbursement value is prorated based on your eligible months.

ARTICLE 26
TRAVEL
Current 2021-2025 CBA Language

Section 1. Unless otherwise restricted by provisions of a grant, the University shall directly pay preferred providers in advance for all authorized and approved lodging and transportation expenses, as well as directly paying for authorized and approved conference registration fees required for employment, following appropriate notice from the SW to the University. If expenses cannot be pre-paid because of the restrictions of a grant, the University shall pre-pay the expenses from another fund.

Section 2. Any other expenses incurred will be reimbursed upon the SW's return from the trip in accordance with the Harvard University travel and related policies. In all other respects, the Harvard University travel and related policies as may be amended from time to time shall apply.

ARTICLE 27
EMPLOYEE ASSISTANCE PROGRAM
Current 2021-2025 CBA Language

Salaried SWs, their spouses and dependents, and adult household members shall be entitled to participate in the University's Employee Assistance Program, as may be modified from time to time.

ARTICLE 28
UNION MANAGEMENT COMMITTEE
Current 2021-2025 CBA Language

Section 1. A joint Union-Management Committee (UMC) shall be formed with up to seven (7) members on each side that shall meet one (1) time each semester (fall and spring) in addition to all other union-management meetings that may be provided for in this Agreement.

Section 2. The purpose of the UMC will be to discuss matters of concern to either or both sides, including the administration of this agreement and other related issues that are not the subject of an active grievance. The parties also agree that such meetings shall not constitute nor be used for the purpose of negotiations. Each side shall select its own representatives. Union representatives shall suffer no loss of compensation to attend such meetings. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The UMC shall also convene at mutually agreed upon times and on an ad hoc basis as needed.

ARTICLE 29
UNION SECURITY
University's 2026.05.21 Proposal

Section 1. SWs are free to decide whether or not they wish to join the Union and pay membership dues and fees. The University shall not coerce or otherwise attempt to influence a SW about their decision to join or not join the Union and pay or not pay membership dues and/or fees.

Section 2. If a SW is a member of the Union or if a SW decides to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have signed an authorization for such deductions in a paper or electronic form acceptable to the University as provided for in Appendix B. The Union shall provide the University with the amount of Union membership dues and fees that a SW who joins the Union must pay.

Section 3. Upon receipt of such signed authorization from an eligible SW as defined in Section 2 above, the University shall deduct Union membership dues and fees from each paycheck. The University shall remit the dues and fees to the Union, together with an electronic list of names of the SWs from whom deductions were made. The electronic list shall contain the employee's name and NetID and the amount of dues/fees deducted, and gross wages.

Section 4. Deductions shall commence for the first full pay period following receipt of the SWs written authorization and shall continue unless affirmatively revoked by the SW. The University is not required to make retroactive deductions. In order for the deductions to be made, the authorization cards must be received by the University's designated representative by at least seven (7) business days preceding the payday when the checkoff is to begin.

Section 5. The University shall electronically transmit to the Union within fifteen (15) business days after the prior month ends, all dues and fees deducted for that prior month in accordance with Section 3 above.

Section 6. The Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

Section 7. Upon presentation of an "Authorization and Checkoff of Contributions to UAW V-CAP" form executed by a SW who is a dues paying member of the Union, the University agrees to deduct from the pay of each SW voluntary contributions to UAW Voluntary Community Action Program (UAW V-CAP). The University agrees to provide a voluntary check off for the UAW. A SW may discontinue the V-CAP deductions at any time upon written notification to the Union and the University Labor Relations Office. V-CAP collections will be remitted to the UAW V-CAP department monthly. The remittance listing shall be sent monthly to the UAW V-CAP department and to the Local Union and include the SW's name, NetID, amount deducted and the last date of authorization of those SWs for whom deductions have been made. The University further agrees to furnish the UAW V-CAP department and the Local Union with a monthly and year-to-date report of each SW's deductions.

ARTICLE 30
NO STRIKE/NO LOCKOUT
Current 2021-2025 CBA Language

Section 1. During the term of this Agreement or any extension thereof the Union, its representatives, agents, and unit members will not call, condone, or engage in a strike, sympathy strike, slowdown, or withholding of grades or academic evaluations by SWs.

Section 2. Any unit member engaging in any conduct prohibited by this Article may be subject to disciplinary action in accordance with Article 19, Discipline and Discharge.

Section 3. In the event that any unit member violates the provisions of Section 1, the Union shall as soon as practicable, inform such unit member(s) through all reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

Section 4. During the term of this Agreement, or any extension thereof, the University agrees that it will not lock out any of the unit members covered by this Agreement.

ARTICLE 31
SEVERABILITY
Current 2021-2025 CBA Language

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 32
DURATION
University's 2026.05.14 Proposal

This Agreement shall be in full force and effect from (ratification date) up to and including June 30, 2029 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing no later than January 15, 2029; provided, however, that where neither party gives such notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter (but no earlier than June 30, 2029).

It is further provided that it is the mutual goal of the parties to complete negotiations for any successor agreement prior to the expiration date of the contract. Accordingly, if this contract is reopened, and to provide sufficient time to meet that goal, negotiations shall begin no later than February 1, 2029 unless mutually agreed otherwise.

ARTICLE XXX
FUND ACCESS
University's 2026.04.28 Proposal

Ph.D. SWs shall be eligible to participate in the following funds available to all Ph.D. students, which are administered by the University and provide the following stipends:

- PhD Parent Support Stipend for childcare expenses, dependent health costs and other parental expenses, and

- Dental Premium Stipend to offset dental insurance premiums for PhD students.

- In addition, all SWs shall be eligible to participate in Emergency Funds, which are administered by the Local Schools, and which provide students with stipends for emergencies, such as unforeseen medical costs, personal emergencies, and unforeseen housing displacement.

- Noncitizen SWs may access International Student Emergency Funds, including the Vivian B. Allen Fund, which provides emergency funds to full-time financially needy international students, including but not limited to, payment of uninsured dental expenses or travel grants for family emergencies.

The administration, operation, and funding of the PhD Parent Support Stipend, Dental Premium Stipend, Emergency Funds, and the International Student Emergency Funds (the "Student Funds") are part of the financial support available to students generally. As such, they are not terms of this Agreement. The University will make $3.6M available per year to the Student Funds for the life of this Agreement. SWs shall participate in the Student Funds on the same basis and on the same terms as graduate students who are not covered by the Agreement, which may be modified by the University and Schools from time to time. Any dispute regarding the administration of the Student Funds, including any stipend determination, is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXX
MetLife Legal Plan
University's 2026.04.28 Proposal

Salaried SWs will have access to the MetLife Legal Plan offered through Harvard Benefits, as may be amended from time to time, on the same basis and on the same terms as other Harvard employees.

IN WITNESS WHEREOF the parties hereto affix their signatures by their duly authorized representatives

For HGSU-UAW For Harvard University

APPENDIX A
DUES CHECK-OFF AUTHORIZATION

I hereby authorize and direct Harvard University ("the University") to deduct from my earnings—and to transmit to the Harvard Graduate Students Union-UAW Local 5118 ("HGSU-UAW")—dues in the amount established or revised by HGSU-UAW in accordance with its constitution and/or bylaws. If for any reason the University fails to make a deduction, I authorize the University to make such deduction in a subsequent payroll period. HGSU-UAW is authorized to deposit this authorization with the University, and is authorized to redeposit this authorization with the University if my employment terminates and I am later rehired.

This authorization is entirely voluntary on my part, and shall be irrevocable and automatically renewed every year for successive periods of one year each or for the duration of each succeeding collective bargaining agreement between the University and HGSU-UAW, whichever shall be shorter, unless revoked by me by signed notice sent to the University and HGSU-UAW, and received by them not more than 20 days and not less than 10 days before the expiration of each period.

APPENDIX B

TEMPLATE APPOINTMENT LETTER

EMPLOYMENT APPOINTMENT LETTER for

HGSU-UAW STUDENT WORKER

<APPOINTMENT TITLE HERE>

Student Name				
Employment appointment title				
Business Title (if applicable)				
Appointment start date		**Appointment end date**		
Hourly or salaried appointment				
Supervisor(s) *Please include faculty supervisors and/or any other supervisors*				
1	Name			
2	Name	Click or tap here to enter text.		
Administrative contact(s) *(Employment Unit Contact)*				
1	Name			
	Phone		Email	
2	Name	Click or tap here to enter text.		
	Phone	Click or tap here to enter text.	Email	Click or tap here to enter text.
Course name (if applicable)				

Approx. number of students for which SW would be responsible (if applicable)	

Description of duties for <appointment type> appointments

- **For teaching appointments**, the name of the course; the approximate number of students for which the SW will be responsible; a description of the required duties, including but not limited to: leading sections, holding office hours, grading assignments, attending lectures, etc. If known at the time of the employment appointment letter, any scheduled meetings or trainings and other duties as assigned.
- **For research appointments**, a brief description of the required research or lab duties, including but not limited to: writing code, performing experiments, maintaining equipment, teaching and mentoring lab members and other duties as assigned. If known at the time of the employment appointment letter, any scheduled meetings or trainings; and procedures for evaluation, if any.
- **For all other employment appointments**, a brief description of required duties; including required meetings and trainings; and procedures for evaluation, if any.

Work location (if known) *If remote work has been approved for all or some of the appointment, please list "remote".*	

Expected work schedule *Please include course meeting times and locations, if applicable.*
***For hourly SWs**, please include an estimated average number of hours expected per week.*

If hourly, cap on total hours (if applicable)	

Pay classification *Please see Titles and Classifications, Article 2 of contract for details*

Amount of compensation or hourly rate	
Additional benefits beyond those required by the HGSU-UAW Collective Bargaining Agreement, if applicable	
Click or tap here to enter text.	

If the Student Worker is required to respond to this appointment letter in any way, that will be indicated below
No response is required unless there are questions

This position is covered by the HGSU-UAW Collective Bargaining Agreement with Harvard University

Union mailing address:

HGSU-UAW

522 Massachusetts Avenue

Suite 209

Cambridge, MA 02139

Phone: (617) 475 0677

Website: http://harvardgradunion.org/join/

To get started, check out the "Resources" page (LINK HERE), which includes

an explanation of benefits (and how to apply) and other workplace resources.

If any of this information is not known at the time of notification, the SW will be informed as soon as is reasonable under the circumstances.

Dear Colleague,

As you may already know, Harvard Graduate Students Union – United Auto Workers ("HGSU UAW" or the "Union") is the exclusive bargaining representative for Harvard students serving in certain research and teaching positions, including the position you have been offered in the attached appointment letter.

The Union has a legal obligation under the National Labor Relations Act ("NLRA") to represent you and other members of the bargaining unit when engaged in bargaining unit work. The Union may need certain information about members of the bargaining unit, including you, so that it may properly represent its bargaining unit members and enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment.

The Family Educational Rights and Privacy Act ("FERPA") is a federal law which prohibits the University from disclosing certain information from your education records to third-parties – including the Union – unless you consent to such a release or it is otherwise permitted or required by law. For example, the University is permitted to and does share your "directory information" with the Union unless you have a "FERPA block" in place. Sometimes, however, the Union may need additional information, beyond this directory information, for representational purposes. Under FERPA, the University may be prohibited from providing such information to the Union unless you consent to such a release or it is otherwise required by law.

In order to avoid any conflict between the Union's right to access this information and FERPA, you are being provided with the option of signing a voluntary waiver of your FERPA rights for the exclusive purpose of sharing such information with the Union so that it may use the information in its representation of you. Please complete and submit the Student Authorization for the Release of Education Records form ("Authorization Form") on my.harvard according to its instructions (simply click the link above or visit https://hrvd.me/hgsu-ferpa). There are a few important things to note:

> The Authorization Form provides you with the option to authorize or not authorize the release of certain information from your education records to the Union.
>
> If you choose to authorize the release of such information, the authorization will be valid until you revoke it and can be used to properly share your FERPA protected information with the Union. You may revoke your authorization at any time by changing your selection from "authorize" to "not authorize" and resubmitting the Authorization Form.
>
> If you choose to not authorize the release of such information, the University will not share your FERPA protected information with the Union unless otherwise permitted or required by law. You may modify this selection at any time by changing your selection from "not authorize" to "authorize" and resubmitting the Authorization Form.
>
> If you do not complete and submit the Authorization Form, the University must assume that you do not authorize the release of such information to the Union. Therefore, the University will not share your FERPA protected information with the Union unless otherwise permitted or required by law.

If you have any questions about this communication, the Authorization Form, and/or how any information shared with the Union may be used, you may reach out to:

Harvard's Office of Labor and Employee Relations:

Eliza Brown, Senior Analyst

Email: studentunionization@harvard.edu

Phone: 617-496-5774

HGSU-UAW:

Email: hgsu.general@gmail.com

Phone: 617-475-0677

SIDE LETTER TO BE ATTACHED TO THE AGREEMENT (NEW)

CONFIDENTIALITY

Subject to state and federal law and the University's stated confidentiality rules in handling individual claims of discrimination, the University and the Union agree that nothing in this Agreement prevents SWs from discussing and disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct they have reason to believe is unlawful.