-parties only disagree on whether to use Corporation or University; use of Corporation in this draft is for convenience only

ARTICLE XX.
WORKLOADS

Section A. General

1. The Corporation ~~University~~ and the Union agree that uniformity in work assignments is not achievable considering the diverse nature of each academic unit and its programs as well as other factors particular to each field of study or research. Subject to the provisions in this Article, the Corporation ~~University~~ will determine the number and nature of specific tasks and broad responsibilities that comprise the workload of Employees, which will generally include responsibilities in the areas of teaching, academic advising, and/or service to the department, program, School and Corporation ~~University~~; research work; and/or other professional duties as set forth in this Article.

2. Each Employee's duties and responsibilities shall be reasonably encompassed by and within the parameters of the Employee's official job description, School, Division, Department, or unit policies or summaries of work expectations of the position, and/or letter of appointment. The duties and responsibilities of research and teaching Employees are only generally described in this Article.

3. Should the Corporation ~~University~~ wish to revise or expand an Employee's role or assign additional responsibilities to that Employee beyond those reasonably encompassed by or within the parameters of their official job description, School, Division, Department, or unit policies or summaries of work expectations of the position, and/or letter of appointment, the following shall apply:

    a. The Corporation ~~University~~ must provide written notice to the Employee detailing the proposed changes.

    b. The Employee shall accept the proposed changes or request to meet with their supervisor to discuss possible alternatives.

    c. **Temporary additions to duties**. In the event that the Employee is asked to temporarily perform duties outside their job description, School, Division, Department, or unit policies or summaries of work expectations of the position and/or letter of appointment, the supervisor and the Employee shall discuss as a consideration possible additional compensation that might be offered to the Employee depending upon circumstances.

    d. Every Employee, however, has the right to refuse any additional responsibilities or duties that fall outside their official job description; School, Division, Department, or unit policies; or summaries of work expectations of the position, and/or letter of appointment. Any Employee who chooses to decline additional

work responsibilities or assignments shall not be disciplined or retaliated against for doing so.

e. **Permanent changes to positions.** Employees have a right to Union representation during any discussions with their supervisor in which their position is to be permanently revised or expanded beyond its current scope. All agreed-upon changes must be documented in writing. Nothing shall preclude the right of a supervisor to preliminarily discuss such possible changes informally with the Employee without the need for a Union representative.

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

4. Employees shall typically not be required to be responsive to work-related communication from their supervisor outside of their regular working hours (including via email, Slack, Zoom, telephone or any other communications platform), except for a limited number of Employees who have been advised by the supervisor in advance that they may need to contact them after regular working hours or, if, in a telephone call or other synchronous electronic communication, the supervisor indicates that addressing an issue is urgent and cannot wait until the next work day.

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

   The work week for full-time non-instructional Employees will be thirty-five (35) hours, on average, over the course of the appointment period. However, it is understood that, as professional employees, the work schedules of Employees are not tied to a fixed number of hours per day or per week, nor are they tied to a fixed number of days per week.

   It is understood that in the course of an appointment period the number of hours worked by an Employee and the days on which such work must be performed may vary to meet seasonal needs or specific demands of the position.

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

   Supervisors shall consider in good faith reasonable requests by bargaining unit members for flexibility and adjustments to unusual, irregular, and/or non-standard working hours.

6. **Professional Opportunity**.

Any full-time Employee may elect to take on additional work opportunities at Harvard that may be offered to them beyond their regular full-time position, provided, however, that they receive the approval of their supervisor. Such approval will not be arbitrarily denied.

Section B. Workloads for Professional Staff Employees

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

Section C. Workloads for Research Appointments

1. This section applies to all academic research appointments, as enumerated in ARTICLE XX: TITLES & CLASSIFICATIONS. For purposes of this Article, they shall be collectively referred to as Research Employees.

2. The Corporation ~~University~~ shall set reasonable work hours, schedules and expectations for Research Employees' assigned work duties commensurate with their appointments.

3. Work assignments will generally involve research but may involve related tasks that assist in the overall research endeavor. For example, Research Employees may be required to perform the following services, including: contributing to lab or group research infrastructure, including assisting with grant and paper preparation, writing or reporting; developing, documenting or maintaining hardware, software, or other equipment; documenting protocols and recordkeeping; mentoring and recruitment; research tasks or meeting project milestones and compliance obligations associated with sponsored research agreements; group safety responsibilities; reading literature; serving on institutional committees; attending conferences, seminar, talks, or symposia; pursuing professional development; and other similar responsibilities.

4. Research Employees will be informed with reasonable notice of the approximate hours that they are expected to work each week. If the Corporation ~~University~~ requires a specific work schedule, it must be reasonable and related to the research needs. The Union also acknowledges that due to the requirements of certain research, specific hours of work including during which time of day work must take place may vary widely based upon the needs of the research projects.

5. Departments and supervisors shall normally schedule mandatory work events or meetings during standard business hours (e.g., M–F 9:00am–5:00pm). Seminars,

special scientific opportunities, symposia, retreats, socials, and similar optional events may, on occasion, be scheduled outside of standard business hours.

6. Research appointments shall typically be full-time at 1.0 FTE. The Corporation ~~University~~ may offer a Research Employee teaching responsibilities through a paid secondary appointment with an appropriate FTE. Research Employees accepting a secondary appointment shall document their professional effort allocation in accordance with University and/or School ~~policy~~ requirements**.**

7. Upon written request of the Employee with a research appointment and with written agreement of the Employee's supervisor, the Corporation ~~University~~ may grant an exception to the full-time appointment when the Employee is unable to make a full-time commitment for reasons of health or family responsibilities. Such a request must take into account extramural funding agency requirements, if any.

8. Work expectations will be prorated for Research Employees with less than a full-time appointment or less than 1.0 FTE research effort alongside teaching responsibilities.

Section D. Workloads for Teaching Appointments

1. This section applies to all Instructional Positions as enumerated in ARTICLE XX: TITLES & CLASSIFICATIONS and other Employees whose duties involve instructional work at the University. These Employees, who shall be collectively referred to for purposes of this Article as "Instructional Employees," are appointed primarily to contribute to the University's teaching mission.

2. Such appointments require Employees to perform academic duties as set forth herein. In addition to the primary teaching duties described in (3) below, the workload of Instructional Employees may include responsibilities in the areas of academic advising and service to the department, Division, School, and/or University, as set forth by the supervisor, department chair, or program director.

3. Generally, full-time Instructional Employees are responsible for the following, although variations in assignment may occur by department, subject to the limitations outlined in this article:

    a. Teaching a variable number of courses or sections each year; delivering such instruction at days, times, and locations determined by the Division, department, or program; and holding office hours for such courses or sections. In determining such assignments, the department chair or program director, in their reasonable discretion, will take into consideration the nature of the courses assigned; course preparations; class size; access to instructional support from graduate teaching fellows and/or teaching assistants, and other instructional factors that are relevant to assessing the relative burden of teaching a particular course.

b. Developing a course syllabus, or modifying or implementing an established course syllabus, that fulfills the curricular role of the course as determined by the University

c. Developing coursework and assignments, or modifying or implementing established coursework and assignments, that further the educational goals established in the course syllabus

d. Developing tools for evaluating student progress, or modifying or implementing established tools for evaluating student progress, relative to the educational goals of the course

e. Grading student work and providing constructive feedback to students in a timely fashion;

f. Submitting grades and other requested information about students in a timely fashion in accordance with University, School, Division, and department policies.

g. Adhering to any University, School, Division, or department policies dealing with student academic issues or procedures; student course evaluations; policy on plagiarism and the student code of conduct; student accommodation issues; and other rules and regulations governing students' and faculty members' work expectations.

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

4. Course assignments may be scheduled at any time during the Instructional Employee's appointment period and will be made by the department chair or program director in their reasonable discretion. It is understood that instructional assignments to courses vary between the schools. Any instructional assignments may ordinarily be scheduled at any time from Monday through Friday, but some courses may be scheduled on or to include weekends. Employees may elect to but shall not be required to teach before 8 AM or after 6 PM on weekdays or at any time on weekends unless such necessity is communicated to Employees upon hire, upon the issuance of a new appointment letter, or with reasonable advance notice and consideration of any personal circumstances communicated by the Employee.

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

6. Some Instructional Employees may also be required to serve as advisors to students as may be directed by the department chair or program director, subject to the limitations of this article. Instructional Employees may also be expected to provide service to the department

or program as may be assigned by the department chair or program director, subject to the limitations of this article. Advising and service responsibilities exceeding the Employee's assignment under Section 10 below shall be reckoned a specific portion of an Employee's FTE or shall be additionally compensated.

7. All full-time teaching appointments for a full academic year shall be reckoned as 1.0 (100%) FTE for nine (9) months of work, paid out over twelve (12) months. In Schools, departments, and programs where it is past practice for teaching appointments to be ten (10) or twelve (12) month appointments, this practice may continue.

8. Except for Teaching Assistants, a full-time teaching load for full-time Instructional Employees may vary by School, Division, department, or unit, but in no event shall a full-time teaching load exceed five (5) courses or standard sections per academic year in any School, department, or unit, except in HDS where the standard full time teaching load shall be six (6) courses or equivalents.

9. **Workload Protections for Instructional Employees**

    a. Workloads for Instructional Employees shall be assigned consistent with the department's or unit's academic, operational, and instructional needs. However, Instructional Employees shall not be required to carry an excessive workload. "Excessive workload" shall be interpreted holistically, taking into account the overall workload of the Instructional Employee and the factors in section (b) below.

    b. In the assignment of workload, consideration shall be given at least to the following factors: class format; class size; and the total number and type of students taught by the faculty member; the times at which classes are scheduled; the number of new course preparations TF/TA/CA support; the nature and scope of assigned responsibilities; the past practices of the program, department, or unit; course and curricular redesign; preparation for substantive changes in instructional methods, including development of online and hybrid courses; advising; thesis supervision; supervision of fieldwork; service learning; student success initiatives; administration of examinations; language tables; other programmatic work; and service on program, department, division, School, or Universitycommittees.

    c. Any Instructional Employee who believes they have been assigned an excessive workload may request to meet with an appropriate administrator regarding such assignment. Instructional Employees are encouraged to request the meeting as soon as the concern is known. The appropriate administrator shall meet with the Instructional Employee within ten (10) business days of such request, and should provide a response within ten (10) business days of the meeting.

10. Workload Provisions for Lecturers

a. Upon hire, a Lecturer will be assigned a workload appropriate to their department, program, discipline, or primary teaching responsibilities, as specified herein.

b. Lecturer workloads include teaching a specified number of courses per year, as well as a possible "service assignment" (advising, course administration, or other department/program service) issued at the discretion of the department or unit head. Such a regular service assignment is to be generally less than a full course equivalent, and determined by the department or unit head. The department or unit head will take into account past practice as a consideration in the assignment.

c. Some departments might also consider a very large or labor-intensive course to be the equivalent of two courses.

d. Any responsibilities exceeding those enumerated below shall be additionally compensated or offset by reduction in the track's standard responsibilities.

e. Unless specified otherwise below, a full-time teaching load for Lecturers shall be four (4) courses (or equivalents) per academic year plus a possible fifth assignment that may include advising, service and/or course administration work at the discretion of the department or unit head. Some departments might consider a very large course to be the equivalent of two courses.

f. Lecturers SL who teach languages (except English) may teach up to five (5) courses/sections per academic year (or equivalents) plus a possible sixth assignment that may include advising, service, and/or course administration at the discretion of the department or unit head. Service assignments will be determined by the department or unit head.-The department or unit head will take into account past practice as a consideration in the assignment

g. Expository Writing

A full-time teaching load for Lecturers in Expository Writing shall be four (4) courses per academic year plus a possible fifth service assignment which shall usually comprise either course development or initial reading of student writing exams over the summer. -The department or unit head has the discretion to make other assignments.

h. Social Studies

A full-time teaching load for Lecturers in Social Studies shall comprise a varying number of defined responsibilities, ordinarily adding up to 1.00–1.25 FTE, unless reduced by mutual agreement between the Employee and the program. The 1.00 FTE load is understood to be equivalent to four (4) courses per year plus a fifth service assignment.

Below is one example of the types of assignment that may be designated in some combination. The definition of course equivalents for responsibilities not reckoned in AY26–27 and assignment of responsibilities to any particular Lecturer is at the discretion of the unit and/or division and may be subject to change.

i. One year-long tutorial in Social Studies 10 (or equivalent);
ii. One junior tutorial (Social Studies 98 or equivalent), including thesis supervision;
iii. Additional senior thesis supervision;
iv. Serving on the Board of Advisors;
v. Serving as a Thesis Writing Fellow or leading a Thesis Writing Seminar

Additionally, the common service assignment for Social Studies Lecturers, not separately reckoned in in terms of FTE, shall comprise:

1. Evaluation of senior theses and participation in corresponding general examinations;
2. Conducting senior general examinations.
3. Other service-based work, such as leading a thesis writers' seminar or serving as a thesis writing fellow,

i. **Committee on History and Literature**

Lecturers who teach in the Committee on History and Literature shall have a full-time workload comprised of a varying number of defined responsibilities equivalent to four (4) courses per academic year plus a fifth service assignment that may include advising, service and/or course administration work at the discretion of the department or unit head.

Below is one example of a typical full-time History & Literature Lecturer assignment that may be designated as a full-time workload. The definition of course equivalents and assignment of such to any particular Lecturer is at the discretion of the unit and/or division and may be subject to change.

i. One introductory seminar
ii. One sophomore tutorial section
iii. One year-long junior tutorial
iv. One year-long senior tutorial
v. Contributing to the evaluation of the program's Junior Essay and Senior Theses;
vi. Conducting senior oral exams.

11. Student enrollment caps will remain at the discretion of the University. If at any time the Corporation ~~University~~ foresees a need to make a significant change to enrollment caps for courses taught by Instructional Employees the Corporation ~~University~~ shall propose

such a change to the Union, and the two parties shall negotiate over impacts to workloads as a result of the proposed change.

12. Specific Workload Provisions for Certain Classifications

a. **Annual Lecturers** ordinarily teach the equivalent of four (4) courses or sections per year (some departments might consider a very large course to be the equivalent of two courses) plus a possible fifth service assignment that may include advising, service, and/or course administration work at the discretion of the department or unit head, with a pro-rated teaching load for part-time Annual Lecturers. There must be curricular need and budgetary approval for the position.

b. **Annual Lecturers - Section Leader [SL]** who teach foreign languages ordinarily teach the equivalent of five (5) courses or sections per year (some departments might consider a very large course to be the equivalent of two courses) plus a possible sixth service assignment that may include advising, service, and/or course administration work at the discretion of the department or unit head, with a pro-rated teaching load for part-time Annual Lecturers SL teaching foreign languages. There must be curricular need and budgetary approval for the position.

c. **Annual Lecturer - Course Contributor** will provide didactic teaching in courses but is typically not required to develop syllabi, develop assignments, develop tools for evaluating student progress, or grade student work.

d. **FAS College Fellows** ordinarily teach three (3) courses (or equivalent) per year, as determined by their Division.

e. **FAS Associate Senior Lecturers** teach no more than three (3) courses (or equivalent) per year plus advising and service assignments, as determined by their Division.

a. **Benjamin Peirce Fellows**. In addition to their research activities, Benjamin Peirce Fellows are ordinarily expected to teach two (2) courses per year, advise, and perform limited departmental service.

b. **Instructor and Lecturer, Adjunct. (HDS only)** Usually part-time appointments that presume a full-time load of six (6) courses per year.

c. **Medical School Instructor.** HMS Instructors are typically researchers who meet the HMS requirements for teaching HMS learners for a minimum of 50 hours per academic year

d. **Teaching Assistant** FTE reckoning for full-time TAs will be made in the same manner as for part-time teaching appointments.

2. Part-time teaching appointments

a. Part-time teaching appointments may be made at any FTE level. Part-time Instructional Employees typically have responsibilities similar to those of Full-time Instructional Employees, but their effort and job responsibilities are prorated.

b. Employees on part-time appointments may inform the relevant department chair of their availability to teach more courses in a future semester than what they have been assigned. Such requests will be considered in good faith by the chair or program director, but they shall be under no obligation to assign such additional courses. A job posting and search shall not be required to assign additional courses to any part-time Employee.

c. Full-time Employees may only be adjusted to a part-time status during their appointment term by mutual agreement between Corporation ~~University~~.

13. A Lecturer may not be assigned more than three courses (including co- or team-taught courses) in a single semester. If a Lecturer is assigned to three courses in a single semester, their service expectations in that semester shall be adjusted downwards accordingly, and they may be assigned no more than two courses in the other semester of that academic year.

14. Employees shall be offered TA/TF support, as appropriate, equivalent to that provided to voting faculty for comparable teaching assignments.

    a. While Employees may offer course-specific guidance and advice to TA/TFs they work with, they shall not be responsible for providing pedagogical training of a general nature or unrelated to the particular course in which the TA/TF is assisting unless this responsibility is a formally assigned, designated service assignment or separately compensated.

15. Discrete sections of the same course that meet at distinct times in a given week over the course of a semester are to each be considered one course section for purposes of FTE allocation.

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

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

    Nothing shall preclude a Division, department, or unit from prorating a course or section to be considered the equivalent of more or less than one standard four-credit course based

on the number of credits assigned, (e.g., a two-credit course may be considered the equivalent of one-half of a standard course, and a six-credit course may be considered the equivalent of one-and-one-half standard courses).

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

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

Equivalencies that a Division, department, unit, or School might develop in addition to the service assignments enumerated above may include, but are not limited to, assignments such as:

a. Class size considerations
b. Senior thesis and capstone advising
c. Nanocourse
d. Tutorial or Independent study (with attention to number of students enrolled)
e. Discussion section
f. Assisting primary instructor in course
g. Pre-Concentration advising and Concentration advising
h. Service on major departmental committee Student recruitment, event planning, other departmental service.

17. Instructional Employees shall be informed of their FTE and the corresponding workload expectations in their appointment and reappointment letters.

18. Course cancellations.

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

b. For full-time Instructional Employees (not including Teaching Assistants or temp course instructors), there shall be no reduction in FTE as a result of the cancellation of a course by the Corporation ~~University~~. However, in the event an Instructional Employee's class is cancelled, Corporation ~~University~~ may decide to assign the Employee an alternative course to teach or alternative work equivalent to the

cancelled course. Such alternative course or work, if assigned, shall be reasonably connected to the Employee's expertise or qualifications; shall normally be assigned during the same semester as the cancelled course was to be offered but may also be assigned to the subsequent semester in the same academic year without additional compensation, provided that the total workload in that subsequent semester does not exceed three courses or equivalents, and shall be communicated to the Employee by the end of the fifth (5th) week of the semester.

c. If a part-time Instructional Employee's (including all Teaching Assistants and Temporary Course Instructors) assigned course or section is cancelled after the formal acceptance of a written offer of appointment, or after the start of the appointment period, the department or unit shall notify the Employee of such cancellation as soon as practicable. If a course is canceled within thirty (30) days before the first day of class, or after the start of the class, and provided another alternative course assignment or alternative work equivalent to the cancelled course or section cannot be made, the Employee shall be paid 40% of the compensation they would have received had the course or section not been cancelled.

19. Instructional Employees shall have the right to discuss with their appropriate supervisor, Department Chair, Divisional Dean, or the Dean's designee their workload assignments and FTE status at any time.

20. The Corporation ~~University~~ reserves the right to cancel or modify courses of instruction, and to change times, days, or locations of courses at any time subject to any restrictions in this Agreement. The Corporation ~~University~~ also reserves the right to change a course's Employee from one semester to another, or during a semester only if the assigned Employee goes on leave, is put on administrative leave, or is terminated for cause, except by mutual agreement between the assigned Employee and the Corporation ~~University~~.