

Union Package Proposal – 14 May 2026. The proposed edits are without precedent or admission to the interpretation of this or another language in the agreement, the existence of a term or condition or past practice, or rights or defenses of HGSU. These are presented as a package with each provision conditional on the others. The Union reserves the right to revert to its previous position for each.

HGSU withdraws Article XX on Academic Freedom

HGSU withdraws Article 16 on Workload

HGSU accepts University proposal on Article 5 Job Posting

HGSU accepts University proposal on Article 11 Training

ARTICLE 3 EMPLOYMENT APPOINTMENT LETTER

Section 1. Prior to the start of the appointment, the University shall provide an employment appointment letter to 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 amount of time.

Section 5. Appointment Letter Received After Appointment Start Date:

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

A SW should not be required to commence ~~The University should not request that a SW commence, and a SW should not commence,~~ work prior to the appointment start date or prior to the SW receiving a written employment appointment letter.

- A. If the University sends the SW their appointment letter after the appointment start date but within ~~five~~ three weeks after the standard appointment start dates, and the SW starts working upon receipt of the appointment letter, the University will, in the first regular pay period after processing of the appointment letter ~~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 start date. There shall be no expectation of a SW to retroactively make up this work nor shall contracted hours be increased to account for this time period. The parties understand that workers may be required to perform some basic work responsibilities (e.g., course readings) to catch up with the course. Nothing in this article shall preclude the University from processing appointment letters in a timely manner.

ARTICLE 4 - EMPLOYMENT APPOINTMENT SECURITY

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 guaranteed admissions offer period, or for teaching appointments taken in addition to the primary appointment as described in the guaranteed admissions offer,~~ If a Teaching Fellow's ~~assigned course or section~~ 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 ~~two weeks prior to the start of the appointment, if canceled before the start of the appointment period, and as soon as practicable, if canceled after the start of the appointment period as soon as practicable.~~ In such cases, the Teaching Fellow shall be offered an available alternative section that the Teaching Fellow is qualified to teach 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 ~~course or RA assignment~~ replacement HGSU appointment can be made and the course or section is finally cancelled, the Teaching Fellow shall be paid 70% of the compensation they would have received had ~~the course or section~~ the appointment not been cancelled. If the cancellation results in loss of bargaining unit membership, the Teaching Fellow will nevertheless have access to all 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, ~~and except in cases of discharge pursuant to Article 19,~~ 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 all benefits established under this Agreement for the remainder of their appointment.

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 ~~compensation payment~~ to the Research Assistant for the balance of the appointment.

Section 4. Pilot Transitional Support Program

A. For the life of the agreement, the University shall establish a pilot Transitional Support Program (TSP) available to all salaried RAs within their guaranteed funding period to provide up to six (6) months of funding, if requested, to transition out of:

- Unhealthy working relationships, including abusive, discriminatory, and/or harassing relationships.
- Situations where the faculty advisor is no longer available, for example, departure of the advisor from the university, or advisor on long term sabbatical.
- Situations where a transition is mutually agreeable, for example, difference in research interests.

Additional support, beyond the six (6) months of funding, may be provided to the RA upon review by, and at the discretion of, the applicable program or department. If the RA is unable to find a new advisor within three (3) months, the RA will be allowed to search for a new faculty advisor outside of the RA's original program or department. If the RA finds a new advisor before the end of TSP funding period, and funding is not immediately available from the new advisor, the RA will continue to be funded by the TSP through the remainder of the TSP funding period.

B. The TSP will provide RAs with up to six (6) months of funding, tuition waiver, healthcare, and all benefits established under this agreement. Programs or departments employing salaried RAs under guaranteed funding periods (TSP eligible programs) will maintain sufficient reserves to accommodate the typical demands for transitional support. Should there be a period of time when an unusually high need for transitional support is needed, the program or department will work with the Dean and, as needed, the Provost, to secure the needed resources.

Each TSP eligible program may provide advisor-independent funding in the form of a fellowship, a TF, an RA, or other sources of funding. When possible, the program or department will try to give the most flexible funding (i.e., a fellowship). This funding will supplement any other funding the RA has been provided, awarded, or guaranteed by their department(s) or any other source, including external fellowship funding.

C. Each TSP eligible program will appoint a Transition Support Coordinator (TSC) to help them navigate the TSP. RAs can opt into this program at any time by meeting with their ~~program or departmental~~ TSC. The TSC will perform an initial intake assessment with RAs seeking transitional support to learn more about their situation and educate them about other options outside of the TSP. The TSC will review the RA's unhealthy situation;

though no proof of the RA's unhealthy advising situation is required for transitional support to be granted. TSP funding shall be provided within four (4) two (2) weeks of the initial meeting with the TSC, or such that so that the RA does not miss a pay period. Both parties understand administration of the TSP is a one time benefit for RAs, except in exigent circumstances as agreed to by both parties.

The University will additionally appoint a central GSAS TSC, whom RAs can reach out to if they feel they may have a conflict within or distrust of the department in handling this particular situation. The GSAS TSC will be able to act as a mediator if needed to help the RA discuss their situation with the departmental TSC and departmental leadership.

The RA's original advisor may ask the RA to wrap-up/hand-off their duties (i.e., train new students, finalize/compile data and other materials, etc.). This should take no more than 15 hours per week of the RA' time, for up to 4 weeks.

ARTICLE 6 GRIEVANCE AND ARBITRATION

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 (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 (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.

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.

C. 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.

D. 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

A. 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 be simultaneously 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.

B. 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. Non-Retaliation.

~~A. In accordance with Article 7, Section C of this Agreement, The University shall not retaliate or discriminate based on union activity. Union activity would include a student worker's good faith filing of a grievance and/or good faith participation in the grievance and arbitration process under this Article.~~ expressly forbids anyone to take any form of retaliatory action against any SW who in good faith 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, or Harvard University's policy, or unlawful acts.

~~B. The Union and the University agree that, given that SWs are highly dependent on their supervisors, advisors, University faculty, administrators, and various other University personnel for advancement in their careers, that privacy around grievances is of the utmost importance to ensure that genuine concerns may be raised without threats to their professional advancement.~~

~~As such, the University will commit to limiting their sharing of information about any ongoing formal grievance to a need-to-know basis. If any University personnel (faculty, staff, etc.) are subject to are involved in the grievance, they will receive and affirmatively confirm they have read and will follow a non-retaliation notice (Addendum XXX).~~

**ADDENDUM XXX
NOTICE OF NON-RETALIATION REGARDING STUDENT WORKER GRIEVANCES
AND ARBITRATION**

Harvard University issues this notice pursuant to its obligations under the federal law and the collective bargaining agreement with the Harvard Graduate Student Union (HGSU). It applies to any University personnel subject to a grievance as defined in Article 6 of the collective bargaining agreement with HGSU.

~~The University expressly forbids anyone to take any form of retaliatory action against any member of the Harvard community who in good faith voices concerns, seeks advice, files a complaint or grievance, seeks the aid of the Harvard Graduate Students Union or Human Resources, testifies or participates in investigations, compliance reviews, proceedings or hearings, or opposes actual or perceived violations of Harvard University's policy or unlawful acts.~~

~~Accordingly,~~ Any retaliatory conduct by Harvard faculty or staff against an individual for filing a grievance or complaint, for participating or refusing to participate in any related proceeding, or for opposing discriminatory practices is strictly prohibited.

~~Violations may result in corrective action, up to and including discipline under applicable University procedures. Workers additionally have rights under the [National Labor Relations Act](#) whereby any adverse action or differential treatment toward a student worker that is motivated, even in part, by their filing of a grievance, participation in arbitration, assisting the union, or otherwise exercising NLRA rights may constitute unlawful retaliation and an unfair labor practice enforceable by the National Labor Relations Board (NLRB).~~

Questions about this notice or about your obligations should be directed to the Office of Labor and Employee relations at [<labor_and_employee_relations@harvard.edu>](mailto:labor_and_employee_relations@harvard.edu).

ARTICLE 9 - INTELLECTUAL PROPERTY, SCHOLARLY AND RESEARCH MISCONDUCT

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. ~~No rights afforded Student Workers under this policy as of the effective date of this collective agreement shall be reduced.~~

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 a misconduct allegation when the allegation is specific to the arises from 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.

~~The University will ensure that by September 1, 2021, each School has such a local policy in~~

~~place for handling such matters and that the Union is provided with a copy of such policy.~~

Section 4. The University will maintain a reasonable “plain language” summary of 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). ~~The Union is also free to post the plain language summary on its own web site. The Intellectual Property Policy summary is only for general guidance and does not serve as a substitute for the actual Policy itself; in all cases, the language of the Policy itself will govern.~~ Any SW with a question about the ~~plain language summary or the policy itself~~ 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)

Section 5. ~~The University, its employees, and its contractors shall not use any Student Worker’s own intellectual property for the training of artificial intelligence models without the explicit written consent of that rightsholder. This rightsholder also maintains their individual right to deal with the University to license such materials for such uses.~~

The parties acknowledge that the development, deployment, and use of artificial intelligence (“AI”) systems may significantly affect the working conditions and intellectual property of Student Workers (SWs).

Accordingly, the parties agree to the following:

- A. The union shall be afforded representation in any University Working Groups convened to determine AI implementation that could impact SWs’ working conditions in the Generative AI Teaching and Learning Group and the Generative AI Research and Scholarship Group.
- B. The University shall provide advance notice and relevant information regarding any AI implementation that may directly affect SW working conditions, including their purpose, data use, and potential impacts.