

ARTICLE XX. PROTECTING DISCIPLINARY VITALITY
HAW-UAW Counter Proposal June 02, 2025

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Section A. For the purposes of this article, the “status quo” disciplinary scope shall be defined as the cumulative expanse of academic disciplines, fields, subfields, languages, skills, and arts represented in the full range of courses and concentrations offered by the Faculty of Arts and Sciences, Medical School, and Divinity School during the academic years 2022–2023, 2023–2024, 2024–2025, and all subsequent years covered by this Agreement.

Section B. Any reduction or elimination of work assignments to Unit Members that would amount to a departure from the status quo shall be subject to bargaining with the Union, in accordance with the process outlined in Section C. Departures from the status quo that would trigger the Section C process include but are not limited to: reducing or eliminating course offerings by Unit Members in a language, skill, or subfield that was offered during the status quo period; significantly curtailing the frequency of course offerings by Unit Members in a language, skill, or subfield; and elimination or significant restructuring of a department, academic unit, concentration, or program in which Employees teach.

Section C. Nothing in this Article shall prevent academic units from expanding curricular offerings.

Section ~~D~~E. Bargaining over a proposed departure from the status quo shall proceed in accordance with the following procedure:

1. At least two (2) calendar years prior to a planned departure from the status quo, the Corporation shall provide a written proposal to the Union outlining the relevant reduction or elimination, including a detailed explanation of the economic, intellectual, disciplinary, and/or operational justification for the proposal. This initial proposal shall additionally identify all Unit Member positions that would be affected by the proposed change, and (if relevant) an assessment of whether Employees in the affected positions might be able to continue their scholarly work in other departments, programs, or units and/or under different appointments within the Unit.
2. The Union shall contact the Corporation to serve notice of intent to bargain over the terms of the proposal. The first bargaining session between the parties shall be scheduled within one (1) month of the Union’s notification of intent to bargain.
 - a. The Union and Corporation shall each designate a Bargaining Committee with the power to make binding agreements over the proposed changes.

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- b. Stakeholders from departments, units, or programs affected by the proposed change (including but not limited to faculty, staff, students, and alumni) shall be invited to join this conversation as observers and can be called upon to testify during the bargaining session(s) by either party.
 - c. Stakeholders in the relevant fields or disciplines from outside the University may be called by either party to testify for or against the proposal.
- 3. The Corporation shall bear the burden of demonstrating that the proposed reduction or elimination is necessary to the furtherance of the historic mission of the University for the promotion of all manner of good literature, arts, and sciences and education of students therein.
- 4. This initial bargaining session will commence a period of not less than two (2) academic semesters in which the department(s), program(s), and/or unit(s) affected by the proposal shall continue to operate in accordance with the status quo, and may engage in any manner of organizing, lobbying, fundraising, or other activity to forestall the proposed changes.
- 5. Bargaining sessions over the proposal shall continue at a mutually agreeable frequency until the proposal is withdrawn by the Corporation or the two parties agree upon a solution. In all discussions of the proposal at bargaining sessions, stakeholder testimony will remain welcome and changes to enrollments, funding, disciplinary or professional interest, and/or community interest since the initial discussion of the proposal shall be weighed in the appropriateness of the decision.
- 6. In the event that a mutually agreeable solution leads to the reduction or elimination of any Unit positions, the Corporation shall offer affected Employees a comparable position elsewhere at the University or a separation fellowship or payment as outlined in Section F of Article XX (Appointments and Reappointments). If offered a comparable position elsewhere at Harvard by the Corporation, affected Employees may elect to decline the offer and receive instead the separation fellowship or payment to which they would otherwise be entitled.

Section ~~ED~~. The Corporation shall not enter into any agreement with other institutions that would have the intent or foreseeable imminent outcome of reducing teaching demand at Harvard University. Availability of instruction in a given field at another institution at which Harvard students may register for courses shall not be considered as a relevant factor in determining course offerings by Employees or the number or shape of Unit positions. Cross-registration programs with other institutions, however, are expressly encouraged and in no way prohibited by this article.