

## **ARTICLE 13**

### ***Workload***

#### 13.1 Provisions

Visiting Faculty in their first year of employment shall not be subject to the provisions of Article 13. Certain specific provisions for Post Doctoral Fellows are included herein.

#### 13.2 Definitions

13.2.1 A workload is defined as the activities a bargaining unit member shall be required to perform to meet the requirements of a contract.

13.2.2 A bargaining unit member's written workload shall be provided by the University to an individual bargaining unit member within the parameters set forth in this Agreement describing the specific activities that the bargaining unit member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill their professional responsibility to the University. The determination of a bargaining unit member's workload is considered a substantive academic judgment; however, workloads and the workload determination procedure must be consistent with the express terms of this Agreement.

13.2.3 The workload may consist of three (3) parts: teaching, research (which may include scholarship and/or creative activity), and service.

a. Teaching: classroom, studio, laboratory, and distance delivery instruction in regular academic courses with assigned contact hours; development and coordination of special undergraduate and graduate seminars; preparation of student materials for classes; preparation of a new course or program or substantial revision of an older course or program; general advising of undergraduate students; supervision of student mentorships; supervision of graduate student theses, dissertations, and research/creative projects; supervision of undergraduate theses and research/creative projects; supervision of directed study through individualized courses and student projects; non-credit educational programs on-campus or elsewhere; and other activities benefiting students' academic development.

b. Research/Creative Activity: all professional activities leading to publication, performance or formal presentation in the bargaining unit member's field, or leading to external funding recognizing the bargaining unit member's current or potential contribution to that field. Such activities include: manuscript submission; grant/contract proposal submission; supervision of funded research projects; development and commercialization of intellectual property; additions to a portfolio; digital projects; and other original contributions appropriate to the bargaining unit member's field.

c. Service:

1. Public service: serving in organized, non-remunerative, educational and

consultative activities which devolve from a bargaining unit member's professional expertise and further the interests or prestige of the University.

2. University service: serving as department head/chair, program director, program coordinator, program chair, or governance officer; serving on administrative and governance, department, college, school, or university committees; and performing other tasks as deemed necessary by the University. In addition, service will be recognized when a bargaining unit member serves as a member of the MAU appeals board, as a member of the MAU disciplinary committee or as a member of a joint labor management committee or task force established by this Agreement. Bargaining unit members who serve as the MAU grievance chair will receive service credit of up to three (3) workload units.
3. Professional service: reviewing grant/contract proposals, serving as an editor and/or reviewer for a journal, serving as accreditation reviewer, serving on a professional licensing board, as an ad hoc reviewer in the bargaining unit member's area of expertise; as an officer in a professional society; organizing and/or chairing conferences, symposia, seminars, etc.; teaching short courses, seminars, etc. that are not regular academic courses; editing journals, books, special volumes of papers, or other relevant activities.

### 13.3 Professional Responsibilities

- 13.3.1 The primary professional responsibilities of bargaining unit members are teaching, research, scholarship, creative activity, and service to the University and the public. Post Doctoral Fellows, in particular, may have workloads directed exclusively towards research.
- 13.3.2 Bargaining unit members have additional professional responsibilities including, but not limited to: maintaining reasonable office hours; working collaboratively and productively with colleagues; participating in conferences and seminars; maintaining currency in disciplinary subject matter, methodology, and pedagogy; and preparing for and participating in traditional academic functions. Post Doctoral Fellows may not have accountability for each of the professional responsibilities detailed above.
- 13.3.3 It is understood between the parties that bargaining unit members may not participate in all professional activities identified in this article during each academic term or year.

### 13.4 Workload

- 13.4.1 The composition of professional duties and responsibilities of each bargaining unit member will be determined by the appropriate administrator after consultation with the department head/chair or, if applicable, program coordinator/chair/director and the bargaining unit member as provided in Article 13.4.4.
- 13.4.2 In the determination of a bargaining unit member's workload, consideration shall include those items listed in Article 13.2.3 and the following factors:
  - the missions and goals of academic units, including unit criteria developed for the evaluation of faculty
  - program needs and priorities

- accountability
- the requirements of externally funded grants/contracts
- historical workloads
- the level, duration, and mode of delivery of a workload activity
- extended contact hours
- professional growth and development
- course or program development

13.4.3 Bargaining unit members shall be responsible for thirty (30) workload units per academic year. Subject to the criteria in 13.4.2 and the process in 13.4.4, one (1) workload unit equals one (1) credit of teaching or equivalent research/creative activity or service effort. A workload in excess of thirty (30) workload units per academic year shall constitute an overload and will be compensated as such. Overloads shall not be assigned without consent of the individual bargaining unit members and failure to consent to an overload shall not be used as cause for an unsatisfactory annual review or non-retention.

13.4.4 Workload Determination Procedure:

- a. Individual bargaining unit members shall collaborate with the department head/chair to prepare in writing a proposed workload for each semester of the next appointment period or other specified time period. The proposed workload shall account for factors including those specified in 13.4.2 and be completed and submitted to the department head/chair with a copy to the dean, director, or designee by March 1 or at least sixty (60) days prior to the end of the current contract period.

In cases where the Post Doctoral Fellow is working with a Principal Investigator, the Post Doctoral Fellow shall work with the Principal Investigator to develop an appropriate workload. The Principal Investigator and the Post Doctoral Fellow will jointly propose the Post Doctoral Fellow's workload to the dean/director or designee who supervises the Post Doctoral Fellow. The Principal Investigator's participation in the process is to ensure that the proposed workload will support the work of the Principal Investigator. However, in no circumstance is a Principal Investigator or other bargaining unit member permitted to directly supervise the work of a Post Doctoral Fellow.

- b. The department head/chair or appropriate administrator shall submit the following information to the appropriate administrator by April 1 or at least thirty (30) days prior to the end of the current contract period:
  - all the bargaining unit members' proposed workloads for the department
  - a summary of the courses and student-credit hours to be delivered
  - a summary of the aggregate teaching, research/creative activity, and service activities to be accomplished by the department

- c. The administrator shall review and notify bargaining unit members of their assigned workload for the next contract period by May 1 or at least five (5) working days prior to the end of the current contract period. In the event of a major change to the proposed workload, the administrator will attempt to confer with the bargaining unit member.
  - d. If a bargaining unit member wishes to dispute the workload assignment, United Academics may initiate a complaint on behalf of the bargaining unit member. The dispute shall proceed according to the Complaint Resolution Process outlined in Article 7.3.
- 13.4.5 Workload components of individual bargaining unit members within a department may vary from semester to semester and/or contract period to contract period to permit variations in emphasis across teaching, research/creative activity, and service responsibilities.
- 13.4.6 A bargaining unit member's workload shall be determined with the expectation that the bargaining unit member will have the opportunity to meet the established criteria for promotion, tenure, and satisfactory peer review.
- 13.4.7 Bargaining unit members who have externally funded research commitments shall be guaranteed the opportunity to buy out workload units as required to meet the commitments, provided that the overall teaching, research/creative activity, and service needs of the unit, as determined by the administrator, are met.
- 13.4.8 United Academics recognizes the University's need for flexibility in determining bargaining unit members' workloads as the needs of the University change. When the need arises, an appropriate administrator may revise a bargaining unit member's workload. When possible, the appropriate administrator shall consult with the department head/chair (if applicable) and the bargaining unit member before a bargaining unit member's workload is revised. When a workload is revised, the appropriate administrator shall provide a copy of the revised workload to the bargaining unit member as soon as practicable and the bargaining unit member's salary shall not be reduced during the remainder of the bargaining unit member's contract period.