

Changes from Union proposal February 24, 2025.

Adopted language from Corporation proposal May 19, 2025.

ARTICLE XX. WORKLOADS

Section A. General

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 will determine the number and nature of specific tasks and broad responsibilities that comprise the workload of such Employees appointment, which will generally include responsibilities in the areas of teaching, academic advising, service to the department, program, School and University; research work; and other professional duties as set forth in this Article.

Each Employee's duties and responsibilities shall be limited to those explicitly outlined in their official job description or letter of appointment except as described below in Section G and Section H.

Section B. Prohibition of Arbitrary Role Expansion

The Corporation shall not assign the Employee additional responsibilities, duties, or tasks that fall outside the scope of the agreed-upon job description or appointment parameters without the Employee's consent and a corresponding adjustment to the Employee's compensation and/or benefits.

Section C. Process for Role Expansion

Should the Corporation wish to revise or expand an Employee's role or assign additional responsibilities:

1. The Corporation must provide written notice to the Employee detailing the proposed changes.
2. The Employee shall have the right to accept or decline the additional responsibilities, consistent with ~~Section F~~ of the provisions of this article.
3. If accepted, both parties must agree upon appropriate additional compensation, which shall be no less than proportional to the increase in responsibilities.

4. Employees have a right to ~~u~~Union representation during all discussions related to role expansion and compensation adjustments.
5. All agreed-upon changes must be documented in writing.

Section D. **Compensation for Temporary Additional Duties**

In the event that the Employee is asked to temporarily perform duties outside their job description or appointment parameters:

1. Such duties must not exceed ten percent (10%) of the Employee's regular workload.
2. The duration of such temporary assignment shall not exceed thirty (30) calendar days.
3. The Employee shall receive additional compensation at a rate of one-and-one-half (1.5) times their regular hourly rate for all hours spent on these temporary additional duties.

Section E. **Right to Refuse**

Any Employee may elect to take on additional work responsibilities (above 1.0 Full-time Equivalent, hereafter FTE), limited only by their ability to perform the assigned responsibilities. Every Employee, however, has the right to refuse any additional responsibilities or duties that fall outside their initial job description or appointment terms, and shall not be required to carry a workload exceeding 1.0 FTE. Any Employee who chooses to decline additional work responsibilities or assignments shall not be disciplined or otherwise negatively impacted for doing so.

Section F. **Scheduling**

The workweek for full-time Employees is thirty-five (35) hours. The regular working hours for a job must be reasonable; suited to the job's research, teaching, and/or service assignments; and communicated to the Employee upon hiring.

1. Employees shall be afforded reasonable flexibility to meet their work assignments outside of regular working hours, should they choose; such flexibility may occasionally allow a schedule of less than thirty-five (35) hours in a given week.
2. Employees shall not be required to be responsive to work-related communication outside of their assigned regular working hours (including via email, Slack, Zoom, telephone, or any other communication platform).

3. The Corporation shall not require any full-time Employee to work over thirty-five (35) hours per week, on average, over the course of the working year or nine (9)-month appointment, whichever is applicable. Required working hours per week for alternate FTE appointments shall be directly proportional to the 1.0 FTE appointment in relationship to workload. Any Employee shall not be required to work more than fifty-two and one half (52.5) hours, or the pro rata equivalent, in any individual week.
4. Except when specific notice of unusual working hours is provided to a prospective Employee upon extension of a job offer, the Corporation may not require any Employee to meet, teach, or be responsive to work-related communication before nine (9) AM or after six (6) PM on weekdays, at any time during weekends or holidays, or, for 9-month appointees, during the winter recess and months of June and July.

Section G. Workloads for Research Appointments

1. This section applies to all academic research positions, including Fellows, Post-doc Fellows, Research Associates, Research Scientists and other Employees, whose primary duties involve research work at the University. For purposes of this Article, they shall be collectively referred to as Research Employees.
2. The Corporation University shall, where applicable, 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 The Union acknowledges that the specific hours worked each week may fluctuate for Research Employees. However, such Employees will be reasonably informed with reasonable notice of the approximate hours that they are expected to work each week. If the Corporation Requires a specific work schedules, it must be reasonable, and demonstrably necessary related to the research needs. The Union also acknowledges that 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 ~~make best efforts to schedule~~ mandatory work events or meetings during standard business hours (e.g., M-F 9:00am-6:00pm). Seminars, special scientific opportunities, symposia, retreats, socials, and similar optional events may, on occasion, be scheduled ~~outside of standard business hours.~~
6. Employees with research appointments shall be assigned 1.0 (100%) Full-time Equivalent (hereafter FTE), except in the following circumstances:
 - a. Upon written request of the Employee with a research appointment and with written agreement of the Employee's supervisor, the Corporation 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.
7. Unless agreed to by the Corporation University and the Employee, teaching or assisting in teaching a course shall not be a part of the duties of Employees with research appointments ~~nor do such Employees have a right to teach or assist in a course.~~ Additional teaching assignments will follow FTE distributions laid out in Section H.8 of this Article.
- ~~8. Teaching or assisting in teaching a course shall not be a part of the duties of Employees with research appointments unless stipulated as a specific proportion of FTE upon extension of the initial job offer. Teaching assignments will follow FTE distributions in accordance with Section H of this Article.~~
9. Work expectations will be prorated for Employees with less than a full-time appointment or less than 1.0 FTE research effort alongside teaching responsibilities.

Section H. Workloads for Teaching Appointments

1. This section applies to all Lecturers, Preceptors, Teaching Assistants and other Employees whose **primary** 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. The workload of Instructional Employees will include responsibilities in the areas of teaching, academic advising and service to the department, School, and University, as set forth by the department chair or program director.
- ~~3. Teaching appointments carry a wide range of responsibilities, not all of which are explicitly~~

~~defined by the terms of the appointment. In addition to the primary responsibilities of teaching, formal departmental service, and/or academic program administration, Employees on Faculty appointments may also carry responsibilities such as: informal departmental service, informal student advising, course development, departmental or University policy development, or participation in other University initiatives and events. The specific expectations with respect to the distribution of teaching; service; and research, creative, or professional work may vary across departments and programs.~~ All formal and informal responsibilities shall be considered to contribute towards the maximum of thirty-five (35) hours that **Instructional** Employees can be reasonably expected to work, on average, per week.

4. Generally, full-time Instructional Employees are responsible for the following, although variations in assignment may occur by department:
 - a. Teaching a variable number of courses or sections each year, subject to the limitations outlined in this Article, and delivering such instruction at days, times, and locations determined by the department or program, subject to the limitations outlined in this Article. 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 and department policies.
 - g. Adhering to any University, School or department policies dealing with student academic issues or procedures; student course evaluations; policy on plagiarism

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Employee no more than six (6) contact and administrative hours per week, combined, averaged over a 13-week semester.

- i. A “contact hour” for a course or section is defined as an hour of weekly scheduled classroom time or an hour of required individual or small-group meetings with students that are integral to the course’s work. (Elective advisory meetings with students are not reckoned as contact hours.)
 - ii. An “administrative hour” for a course or section is defined as an hour of administrative work necessary to the functioning of a course (including but not limited to managing enrollments; coordinating and preparing teaching staff; maintaining course website; meeting with teaching staff; arranging course-essential travel, field trips, community activities, or guest visits; coordinating with community partners; filing reimbursement requests for course materials, etc.)
 - d. **Instructional** Employees shall not be required to hold contact hours for their cumulative assigned course load more than four (4) days per week.
 - e. 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 for purposes of FTE.
8. Other common teaching and service responsibilities shall be reckoned as follows:
- a. Senior thesis and capstone advising (ordinarily 1 contact hour per week, over full academic year): minimum 0.125 FTE.
 - b. Nanocourse: minimum 0.0625 FTE.
 - c. Tutorial or Independent study (1–2 students): minimum 0.15 FTE per semester
 - d. Tutorial or Independent study (3+ students): minimum 0.25 FTE per semester
 - e. Discussion section: minimum 0.2 FTE
 - f. Assisting primary instructor in course: minimum 0.2 FTE
 - g. Pre-Concentration advising and Concentration advising: minimum 0.01 FTE per advisee.

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- h. Service on major departmental committee: minimum 0.125 FTE over a full year.
 - i. Student recruitment, event planning, other departmental service: minimum 0.125 FTE over full year.
- 9. Employees on research appointments or in staff positions may concurrently hold an additional 0.0625 or greater FTE teaching appointment.
- 10. Within one (1) academic year of the ratification of this Agreement, each department or division shall establish a clear and transparent framework whereby all teaching and formal service assignments beyond those defined in this Article are allocated a specific FTE value, consistent with the FTE allocations stipulated in Section H.3–4. These guidelines shall be distributed to relevant Employees, posted electronically in a location accessible to University employees, and also sent to the Union. Any subsequent adjustments to this framework shall be immediately distributed to relevant Employees and to the Union.
 - a. Any committee or group discussion of policies and practices for faculty workload assignments must include bargaining unit members as fully participating members.
 - b. In departments and divisions that have appraised voting faculty non-research workloads in terms of FTE or course equivalency (for example, in a “3+1” framework), the departmental or divisional reckoning of work for Employees shall equal the values assigned to the same work for voting faculty. (For example, all work considered a “+1” for voting faculty shall be reckoned a 0.25 FTE for **Instructional** Employees.)
- 11. **Instructional** Employees shall be furnished a detailed reckoning of the FTE breakdown of their expected workload upon hiring and on an annual basis by May 1 of each year for the following academic year.
- 12. A course may be cancelled by the Corporation if no students have enrolled in the course by the 3rd Monday (FAS) of the semester. There shall be no reduction in FTE as a result of the cancellation of a course by the Corporation.
 - a. In the event an **Instructional** Employee’s class is cancelled due to low enrollment, the Corporation may decide to assign the Employee alternative work equivalent to the cancelled course. Such alternative work, if assigned, shall be reasonably connected to the Employee’s regular teaching, research, and/or service work; shall be assigned during the same semester as the cancelled course was to be offered (unless postponed to a subsequent semester or summer by mutual agreement

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between Corporation and Employee); and shall be communicated to the Employee by the end of the fifth (5th) week of the semester.

13. **Instructional** Employees shall have the right to request that their Department Chair or Divisional Dean reconsider their workload assignments and FTE status at any time.
14. Nothing in this article prohibits departments or academic units from granting or continuing course releases to **Instructional** Employees, consistent with policies and/or practices for voting faculty within the department or academic unit.
15. Employees who, at the start of this Agreement, were no longer eligible for full-time employment on a teaching appointment due to term limits may, within one (1) year following the ratification of this agreement, notify their department or unit of their intention to assume a full-time teaching workload. Upon receipt of such notification, departments shall assign courses or equivalent work to such an Employee to raise their workload to 1.0 FTE as soon as curricular needs allow, and in any case before extending any offers to new hires for teaching work for which the Employee is reasonably qualified.
16. Upon ratification of this agreement and implementation of this article, any Employee on a continuing appointment whose FTE is reckoned upwards by the provisions of this article shall have the option to freely accept or decline any work responsibilities above the FTE level of their original appointment. Should any worker choose to continue their status quo work responsibilities at the higher FTE level, the department or program hosting the appointment shall be granted the additional FTE to support the Employee's work.

Section I. **Annual Review**

The Corporation and Employee agree to review the job description or appointment parameters annually to ensure it accurately reflects the Employee's current responsibilities. Any changes resulting from this review shall be subject to mutual agreement and appropriate compensation adjustments.