

CONTRACT TIP

January 5, 2009

THE WORKLOAD AGREEMENT

Article 16: Faculty Workload and Responsibilities of the collective bargaining agreement could become particularly important in 2009 as administrators seek to respond to the financial crisis by adjusting faculty work responsibilities for 2009-2010.

Please keep in mind that the workload agreement describes not only the work you do but also the work on which you will be evaluated next year. Your present workload agreement reflects 100% effort for this academic year. If you find that greater demands are going to be made on you next year, such as teaching or advising larger numbers of students, be sure your other work responsibilities and expectations are adjusted accordingly, e.g., fewer service responsibilities and/or publications than might normally be the case. Unless you do this, you might be setting yourself up for lower performance evaluations at a time when the salary increase will include a 2% performance pool for work done in 2009-2010 (i.e., for your FY2011 salary).

Important: If you are presented with a workload agreement to sign that seems unfair (arbitrary and capricious) when compared with other, similarly placed individuals or does not reflect the prescribed procedure in the below highlighted excerpt from Article 16 (Faculty Workload and Responsibilities), please contact your union. We might have some suggestions for you...and we certainly want to know about such instances.

Points to Remember:

- 1) Your signature does not mean you approve the workload agreement. Your signature is an acknowledgment of receipt of the document and an indication that you were consulted in its creation. The final approval rests with the appropriate administrator.
- 2) If you have not been consulted in the construction of your workload agreement, i.e., provided opportunity for input, you should delay your signature until such a consultation/discussion takes place and should immediately inform your union representative that you are doing so. (Note: There is no contractual definition of *consult*; however, it is clearly different from *inform*.)

3) You cannot simply refuse to do work that you consider arbitrary and capricious. If the supervisor insists on this work, you should contact your union representative about a grievance or some other response. But, even while a grievance is pending, you must continue to perform work listed on the workload form.

4) This workload agreement provides the framework for your annual review. As mentioned earlier, guard against adding on more work in one area without adjustments in the others. (Easier said than done!)

Below are the first two sections of Article 16: Faculty Workload and Responsibilities in which I have highlighted some key phrases. I suggest you read the entire article which is on our website (unitedacademics.org)

I hope this is helpful. Contact info@unitedacademics.org with questions.

David Shiman, President

Article 16

FACULTY WORKLOAD AND RESPONSIBILITIES

1. Department chairpersons shall be responsible for the scheduling and assignment of all faculty under their direction, subject to the approval of the dean. In units where there are no chairpersons, the dean or designee will be responsible for the scheduling and assignment of all faculty under his or her direction. The department chairperson, or where there is no chair, the dean or designee of each unit, will annually establish and maintain a written record of work expectations for each faculty member **after consultation with the faculty member**. Such consultation will normally take place in the spring semester for the following academic year and **will include a discussion of schedule as well as workload expectations**. The **faculty member is free to present his or her preferences** regarding work expectations and assignments prior to or at such meeting. **Nothing shall preclude a department chair from modifying the work expectations or schedules as may be necessary prior to or during the academic year or its equivalent provided he or she first discusses such changes with the faculty member, and provided the changes are not arbitrary or capricious**. In addition **the faculty member may request to adjust the workload agreement at any time; such requested changes will go into effect provided the chair and the dean approve**. The faculty member and dean will receive a copy of this written record of work expectations, and any modification of such work expectations.

2. It is recognized that, given the diverse nature of faculty work, the varying types of faculty appointments and the needs of the departments and academic units, **the weighting of assignments and the particulars of individual assignments will vary both between and within individual departments and academic units**.

The parties recognize that, in making workload assignments, **the chair will consider various factors**, including but not necessarily limited to the workload demands of specific assignments; availability of teaching support, such as teaching or graduate assistants; the number of classroom contact hours, class size and the total number of students taught by the faculty member; the times at which classes are scheduled; the number of new course preparations; approved distributions of individual effort among criteria relevant to the specific faculty appointment (such as teaching, scholarly activity and service), demands and requirements of externally funded contracts and grants; and the nature of the academic program, which may require flexibility in assignments to maintain program quality. **It is further recognized that, in making workload assignments, chairs and deans will also take into account fiscal considerations, the overall needs and mission of the school or college and the University, and sound pedagogical practices.**

A faculty member may grieve his or her overall work expectations on the grounds that the department chair, or dean, has acted arbitrarily or capriciously in the application or non-application of the factors such as those described in paragraph 2 of this section. Such a grievance may be filed at Step Two of the grievance procedure of this Agreement, or, in units in which there is no chair, the grievance may be filed at Step Three.

NOTE: Go to unitedacademics.org to read the remainder of this article and the rest of the collective bargaining agreement.