

UNAC Proposal Presented 9/14/21

UA Counterproposal 1 Presented 10/25/21 ~~rejected language from UNAC~~

UNAC Counterproposal 1 Presented 11/1/21 ~~rejected language from UA~~

Proposed language in either font color highlighted in gray have not been rejected or changed by the other team in counter proposals.

Existing language in either highlight color is proposed to be eliminated by either UNAC or UA.

ARTICLE 13

Workload

13.1 Definitions

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

13.1.2 A UNAC bargaining unit member's written workload shall be provided by the UA Administration University to an individual UNAC bargaining unit member within the parameters set forth in this Agreement describing the specific activities that the UNAC bargaining unit member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill his/her their professional responsibility to the University. The determination of a UNAC 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.

13.1.3 The workload may consist of ~~two (bipartite teaching and service or research/creative activity and service) or two (bipartite teaching and service or research/creative activity and service) or three (tripartite) (tripartite) parts: teaching, research/ (which may include scholarship/ and/or creative activity) / (which may include scholarship/ and/or creative activity), and service. The mix of teaching, research/creative activity, and service responsibilities may vary among universities, campuses, colleges, divisions, departments, and unit members. In addition, UNAC members may serve in the academic leadership roles of department/program head/chair/ coordinator, which may impact the amount of teaching, research/creative activity, or service in their workloads. The mix of teaching, research/creative activity, and service responsibilities may vary among universities, campuses, colleges, divisions, departments, and unit members. In addition, bargaining unit members may serve in the academic leadership roles such as program coordinators or program chairs, and department heads/chairs, which may impact the amount of teaching, research/creative activity, or service in their workloads.~~

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 **UNAC bargaining unit** member's field, or leading to external funding recognizing the **UNAC 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 **UNAC bargaining unit** member's field.
- c. Service:
 1. Public service: serving in organized, non-remunerative, educational and consultative activities which devolve from a **UNAC bargaining unit** member's professional expertise and further the interests or prestige of the University.;
 2. University service: serving as **program coordinators or program chairs, and department heads/chairs** ~~department/program head/chair/coordinator~~, program director, or governance officer; serving on administrative and governance, department, college, school or university committees; and performing other tasks as deemed necessary by the **UA Administration** ~~University~~ University. In addition, service will be recognized when a **UNAC 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. **UNAC Bargaining unit** members who serve as the MAU grievance chair will receive service credit of up to three workload units.
 3. ~~The Department/Program Head/Chair/Coordinator, with appropriate input from disciplinary members of the department/program, is responsible for initiating, planning, overseeing implementation of, and reviewing the preparation, and offering of academic program(s); facilitating interdepartmental coordination; promoting academic program quality, including program assessments; ensuring reports, course schedules, and other necessary documents are prepared in a timely manner; supervising the department support staff; informing the dean of departmental/program and faculty activities; mentoring faculty on promotion and tenure; recommending members for committee appointments, sabbatical leaves, and release/alternative assignments; recommending to the dean/director faculty~~

~~workloads; leading departmental/programmatic adjunct, faculty, and staff recruitment and retention; facilitating institutional support for faculty teaching, research/creative activity and service activities; serving as spokesperson and advocate for the department/program; coordinating the departmental student advising program; acting on student petitions; providing for the management of student assistants; addressing student concerns/complaints in accordance with university policy; initiating resource and budget requests; overseeing departmental/program budgets; ensuring upkeep of equipment and facilities assigned to the department/program.~~ The program coordinator, program chair, or department head/chair, with appropriate input from disciplinary members of the department/program, is responsible for initiating, planning, overseeing implementation of, and reviewing the preparation, and offering of academic program(s); facilitating interdepartmental coordination; promoting academic program quality, including program assessments; ensuring reports, course schedules, and other necessary documents are prepared in a timely manner; supervising the department support staff; informing the dean of departmental/program and faculty activities; mentoring faculty on promotion and tenure; recommending members for committee appointments, sabbatical leaves, and release/alternative assignments; recommending to the dean/director faculty workloads; leading departmental/programmatic adjunct, faculty, and staff recruitment and retention; facilitating institutional support for faculty teaching, research/creative activity and service activities; serving as spokesperson and advocate for the department/program; coordinating the departmental student advising program; acting on student petitions; providing for the management of student assistants; addressing student concerns/complaints in accordance with university policy; initiating resource and budget requests; overseeing departmental/program budgets; ensuring upkeep of equipment and facilities assigned to the department/program.

4. 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 UNAC 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.

13.2 Professional Responsibilities

- 13.2.1 The primary professional responsibilities of UNAC bargaining unit members are teaching, research, scholarship, creative activity, and service to the University and the public. ~~UNAC members serving as a department/program head/chair/coordinator are first faculty members; that is, they are primarily teacher-scholars serving as leaders of their departmental/program colleagues.~~ Bargaining unit members serving as a program chair,

program coordinator, or department head/chair are first faculty members; that is, they are primarily teacher-scholars serving as leaders of their departmental/program colleagues.

13.2.2 UNAC 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.

13.2.3 It is understood between the parties that UNAC bargaining unit members may not participate in all professional activities identified in this article during each academic term or year.

13.3 Workload

13.3.1 The composition of professional duties and responsibilities of each UNAC bargaining unit members will be determined by the appropriate administrator in in after after consultation with the ~~department/program head/chair/coordinator~~ department head/chair, program coordinator or program chair ~~department head/chair~~ department head/chair (as if if applicable) and the UNAC bargaining unit member as provided in Article 13.3.48.

13.3.2 In the determination of a UNAC member's workload, consideration shall include those items listed in Article 13.1.3 and the following factors:

- the missions and goals of academic units, including UNAC criteria developed for the evaluation of faculty
- program needs and priorities
- ~~accountability~~ 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
- ~~election by departmental or program UNAC-member colleagues as department/program head/chair/coordinator~~
- nomination by departmental or program bargaining unit member colleagues as department head/chair, program coordinator, or program chair

13.3.3 UNAC Bargaining unit members shall be responsible for thirty workload units per academic year. Subject to the criteria in 13.3.2 and the process in 13.3.8, one workload unit equals one credit of teaching or equivalent research/creative activity or service effort. A workload in excess of thirty 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 UNAC bargaining unit members, and failure to consent to an overload shall not be used as cause for an unsatisfactory annual review or non-retention.

13.3.4 ~~Timing and Scheduling of Assignments~~

~~a. The body of work assigned to a UNAC member will not exceed what can reasonably be accomplished within forty (40) hours per week, in order to allow for an adequate work-life balance.~~

~~b. Assignments should be established so that the time between the beginning of the first assignment and the end of the last assignment for any one (1) day does not exceed eight (8) hours.~~

~~c. Assignments should also be established so that the time between the end of the last assignment for a day and the beginning of the first assignment for the next day is not less than twelve (12) hours.~~

13.3.4 Timing and Scheduling of Assignments

a. The body of work assigned to a bargaining unit member will not exceed what can reasonably be accomplished within forty (40) hours per week, in order to allow for an adequate work-life balance.

b. Assignments should be established so that the time between the beginning of the first assignment and the end of the last assignment for any one (1) day does not exceed eight (8) hours.

c. Assignments should also be established so that the time between the end of the last assignment for a day and the beginning of the first assignment for the next day is not less than twelve (12) hours.

13.3.5 Workload components of individual UNAC 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. ~~Unless otherwise codified in university, college, departmental, or programmatic policies, the term of a department/program head/chair/coordinator shall be two fiscal years, beginning on July 1 and ending on June 30.~~ Unless otherwise codified in university, college, departmental, or programmatic policies, the term of a department head/chair, program coordinator, or program chair shall be two fiscal years, beginning on July 1 and ending on June 30.

13.3.6 A UNAC bargaining unit member's workload shall be determined with the expectation that the unit member will have the opportunity to meet the established criteria for ~~promotion, tenure, and satisfactory peer review~~ annual review, annual review, ~~promotion, fourth-year comprehensive review, fourth-year comprehensive review, and tenure,~~ promotion, and post-tenure, and satisfactory peer reviews.

13.3.7 UNAC 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.

13.3.8 Workload Determination Procedure:

- a. Individual UNAC bargaining unit members shall collaborate with the ~~department/program head/chair/coordinator~~ department head/chair, program coordinator or program chair ~~department head/chair~~ ~~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 13.3.2 and be completed and submitted to the ~~department/program head/chair/coordinator~~ department head/chair, program coordinator or program chair ~~department head/chair~~ ~~department head/chair~~ with a copy to the dean/director or designee by March 1 or at least sixty days prior to the end of the current contract period.
- b. The ~~department/program head/chair/coordinator~~ department head/chair, program coordinator or program chair ~~department head/chair~~ ~~department head/chair~~ or appropriate administrator shall submit the following information to the appropriate administrator by April 1 or at least thirty days prior to the end of the current contract period:
 1. All the UNAC bargaining unit members' proposed workloads for the department/~~program/program~~
 2. A summary of the courses and student-credit hours to be delivered ~~and made available to the administrator and the departmental faculty~~ and made available to the administrator and the departmental faculty
 3. A summary of the aggregate teaching, research/creative activity and service activities to be accomplished by the department/~~program and made available to the administrator and the departmental faculty~~ /program and made available to the administrator and the departmental faculty
- c. The administrator shall review and notify UNAC bargaining unit members their workload is approved for the next contract period by May 1 or at least five working days prior to the end of the current contract period or schedule a meeting with the UNAC bargaining unit member and their ~~department/program head/chair/coordinator~~ department head/chair, program coordinator or program chair ~~department head/chair~~ ~~department head/chair~~, if applicable, to confer on revisions.
- d. If a UNAC bargaining unit member wishes to dispute the workload assignment, United Academics may initiate a ~~complaint~~ grievance complaint on behalf of the

UNAC bargaining unit member. The dispute shall proceed according to the ~~Complaint~~ ~~Dispute~~ Complaint Resolution Process outlined in Article 7-3.3.

- 13.3.9 United Academics recognizes the ~~UA Administration~~ University's University's need for flexibility in determining UNAC bargaining unit members' workloads as the needs of ~~each of~~ the University changes. When the need arises, an appropriate administrator may revise a UNAC bargaining unit member's workload. When possible, the appropriate administrator shall consult with the ~~department/program head/chair/coordinator~~ department head/chair, program coordinator or program chair ~~department head/chair~~ ~~department head/chair~~ (as if applicable) and the UNAC member before a UNAC member's workload is revised. When a workload is revised, the appropriate administrator shall provide a copy of the revised workload to the UNAC bargaining unit member as soon as practicable and the UNAC bargaining unit member's salary shall not be reduced during the remainder of the UNAC bargaining unit member's contract period.

UNAC Proposed Clean Copy 11/1/21:

13.1 Definitions

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

13.1.2 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.

13.1.3 The workload may consist of two (bipartite teaching and service or research/creative activity and service) or three (tripartite) parts: teaching, research/scholarship/creative activity, and service. The mix of teaching, research/creative activity, and service responsibilities may vary among universities, campuses, colleges, divisions, departments, and unit members. In addition, bargaining unit members may serve in the academic leadership roles such as program coordinators or program chairs, and department heads/chairs, which may impact the amount of teaching, research/creative activity, or service in their workloads.

d. 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.
- e. 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.
 - f. 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 program coordinators or program chairs, and department heads/chairs, program director, 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 workload units.
 - 3. The program coordinator, program chair, or department head/chair, with appropriate input from disciplinary members of the department/program, is responsible for initiating, planning, overseeing implementation of, and reviewing the preparation, and offering of academic program(s); facilitating interdepartmental coordination; promoting academic program quality, including program assessments; ensuring reports, course schedules, and other necessary documents are prepared in a timely manner; supervising the department support staff; informing the dean of departmental/program and faculty activities; mentoring faculty on promotion and tenure; recommending members for committee appointments, sabbatical leaves, and release/alternative assignments; recommending to the dean/director faculty workloads; leading departmental/programmatic adjunct, faculty, and staff recruitment and retention; facilitating institutional support for faculty teaching, research/creative activity and service activities; serving as spokesperson and advocate for the department/program; coordinating the departmental student advising program; acting on student petitions; providing for the management of student assistants;

addressing student concerns/complaints in accordance with university policy; initiating resource and budget requests; overseeing departmental/program budgets; ensuring upkeep of equipment and facilities assigned to the department/program.

4. 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.

13.2 Professional Responsibilities

13.2.1 The primary professional responsibilities of bargaining unit members are teaching, research, scholarship, creative activity, and service to the University and the public. Bargaining unit members serving as a program chair, program coordinator, or department head/chair are first faculty members; that is, they are primarily teacher-scholars serving as leaders of their departmental/program colleagues.

13.2.2 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.

13.2.3 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.

13.3 Workload

13.3.1 The composition of professional duties and responsibilities of each bargaining unit member will be determined by the appropriate administrator in consultation with the department head/chair, program coordinator or program chair (if applicable) and the bargaining unit member as provided in Article 13.3.8.

13.3.2 In the determination of a UNAC member's workload, consideration shall include those items listed in Article 13.1.3 and the following factors:

- the missions and goals of academic units, including UNAC 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
- nomination by departmental or program bargaining unit member colleagues as department head/chair, program coordinator, or program chair

13.3.3 Bargaining unit members shall be responsible for thirty workload units per academic year. Subject to the criteria in 13.3.2 and the process in 13.3.8, one workload unit equals one credit of teaching or equivalent research/creative activity or service effort. A workload in excess of thirty 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.

13.3.4 Timing and Scheduling of Assignments

- a. The body of work assigned to a bargaining unit member will not exceed what can reasonably be accomplished within forty (40) hours per week, in order to allow for an adequate work-life balance.
- b. Assignments should be established so that the time between the beginning of the first assignment and the end of the last assignment for any one (1) day does not exceed eight (8) hours.
- c. Assignments should also be established so that the time between the end of the last assignment for a day and the beginning of the first assignment for the next day is not less than twelve (12) hours.

13.3.5 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. Unless otherwise codified in university, college, departmental, or programmatic policies, the term of a department head/chair, program coordinator, or program chair shall be two fiscal years, beginning on July 1 and ending on June 30.

13.3.6 A bargaining unit member's workload shall be determined with the expectation that the unit member will have the opportunity to meet the established criteria annual review, fourth-year comprehensive review, and tenure, promotion, and post-tenure, reviews.

13.3.7 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.

13.3.8 Workload Determination Procedure:

- e. Individual bargaining unit members shall collaborate with the department head/chair, program coordinator or program 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 13.3.2 and be completed and submitted to the department head/chair, program coordinator or program chair with a copy to the dean/director or designee by March 1 or at least sixty days prior to the end of the current contract period.
- f. The department head/chair, program coordinator or program chair or appropriate administrator shall submit the following information to the appropriate administrator by April 1 or at least thirty days prior to the end of the current contract period:
 - 4. All the bargaining unit members' proposed workloads for the department/program
 - 5. A summary of the courses and student-credit hours to be delivered and made available to the administrator and the departmental faculty
 - 6. A summary of the aggregate teaching, research/creative activity and service activities to be accomplished by the department/program and made available to the administrator and the departmental faculty
- g. The administrator shall review and notify bargaining unit members their workload is approved for the next contract period by May 1 or at least five working days prior to the end of the current contract period or schedule a meeting with the bargaining unit member and their department head/chair, program coordinator or program chair, if applicable, to confer on revisions.
- h. 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.

13.3.9 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, program coordinator or program chair (if applicable) and the UNAC member before a UNAC 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.