

ARTICLE 8 WORKLOAD

Section 8.01. Workload.

- a. Faculty workload assignments shall consist of teaching, research/creative activity, and service. Such assignments shall be based upon a workload equivalent of twenty-four (24) credit hours of teaching per academic year. The following clarifications pertain:
 - 1) In addition to the twenty-four credit hour equivalency, Faculty members must maintain at least six office hours per week, during parts of at least two days. (An alternative arrangement for exceptional professional circumstances in a specific instance may be approved by the Chair/Director or other equivalent administrator.)
 - 2) A Faculty member may be relieved from all direct instructional responsibilities only when the Faculty member purchases at least 50% of his/her time through externally funded grants or contracts.
 - 3) The primary responsibility for establishing workloads and credit hour equivalencies shall rest with the departments or basic academic units.
- b. Workload is defined as:
 - 1) Teaching
 - i. Direct teaching, including but not limited to classroom instruction in the regular academic year, courses with assigned credit hours and labs, clinics, master classes, studios, workshops, practicums, individualized lessons and all other class teaching formats (including face-to-face and virtual, such as Distance education) that bring Faculty and students into direct instructional relationships; and,
 - ii. Indirect teaching (as defined in an approved operating paper), including but not limited to instructional assignments and assigned contact hours, such as thesis and/or dissertation supervision, serving as readers on theses and dissertations, special problems supervision, directed reading, field work, Faculty supervised independent study, supervision of research papers (including departmental and honors theses by undergraduate students), new course development, undergraduate and graduate academic advising, supervision of internships and student teaching, professional development, duties of professional librarians, and any other assigned contact hours. Faculty tasks such as theses, dissertations, special problems, and independent study are not automatically considered to be equivalent with teaching typical graduate or undergraduate courses unless a departmental operating paper provides otherwise.

- 2) Research and creative activity, including but not limited to publication in its many forms, performances, presentations at academic and professional conferences, exhibits, and sponsored research;
- 3) Service, including but not limited to committee work, service to the Faculty Association (in accordance with Section 4.08), and consultative and/or organized activities, not only inside but also outside the University. Excluded from service are any and all activities that can be classified as teaching and/or research. The types of service and the distribution of service credit shall be determined in consultation with Faculty.

c. Workload assignments (This Section does not apply to Library Affairs Faculty).

In addition to the foregoing contractual provisions, in making Faculty workload assignments (i.e., the assignment of teaching, research/creative activity, and service), the Chair/Director (or equivalent) will consider the following primary factors: students' needs; the unit's needs; the Faculty member's expertise, interests and development needs (including a Faculty member's interest in seeking tenure and promotion), and the equitable distribution of workload within the department.

Prior to the end of the Spring semester, the Chair/Director (or equivalent) shall meet with each Faculty member in the unit to discuss the proposed workload assignment for the following Fall and Spring semesters. If a Department's operating paper so provides, proposed Faculty workload assignments will be reviewed by the Faculty. A Faculty member's workload assignment shall be subject to the approval of the Dean and, after approval by the Dean, a written record of the final workload assignment shall be provided to the Faculty member and Dean or designee by the Chair/Director (or equivalent). Changes in a final workload assignment can be made only for a subsequent change in circumstances (e.g., death or disability of a Faculty member, employment of new Faculty, the closing of previously scheduled courses, level of external funding from grants, increase or decrease in enrollment of assigned courses, reduction in total revenue, etc.).

d. Workload Assignments for Library Affairs Faculty

In addition to the foregoing contractual provisions, in making Faculty workload assignments (i.e., the assignment of teaching, research/creative activity and service), the dean (or designee) shall consider the following factors: the need of the Library to maintain its service to the University community; the Faculty member's professional specialization, areas of responsibility, development needs (including a Faculty member's interest in seeking tenure and promotion), and equitable distribution of workload within the Library.

The teaching/librarianship workload component for Library Faculty includes both scheduled and unscheduled assignments. The Library Affairs operating paper shall define workload components for scheduled and unscheduled assignments. Scheduled workload components include, but are not limited to: reference assignments (desk and/or virtual), classroom teaching, and office hours. The percentage of total workload duties

assigned to scheduled hours shall be stated in the annual workload assignment. Unscheduled duties are comprised of all other activities necessary for a Faculty member to meet the functional requirements of his/her teaching/librarianship assignment as outlined in his/her position description, including, but not limited to, acquisitions, cataloging, collection development, collection processing, consultation, instructional support, supervision, and other responsibilities.

Library Faculty members may voluntarily accept responsibilities which require the performance of duties outside the workload assignment and/or scope of the position description, but shall not be required to do so or penalized for not doing so.

Prior to the end of the fiscal year, the dean (or designee) shall meet with each Library Faculty member in the College to discuss the proposed workload assignment for the following fiscal year. If the Library operating paper so provides, proposed Faculty workload assignments will be reviewed by the Faculty. A Faculty member's workload assignment shall be subject to the approval of the dean and, after approval by the dean, a written record of the final workload assignment shall be provided to the Faculty member. Changes in a final workload assignment can be made only for a subsequent change in circumstances (e.g., death or disability of a Faculty member, employment of new Faculty, increase/decrease in Library usage, programmatic changes, reduction in total revenue, etc.).

Section 8.02. Workload Grievances. If a Faculty member believes that the Chair/Director (or equivalent) has not complied with Article 8.01 and the appropriate operating paper in making his/her workload assignment, the Faculty member shall have the right to file a grievance and any such grievance shall be given priority in order to expedite resolution.

Section 8.03. Summer Teaching. In the case of an additional contract for summer teaching (for Faculty on nine-month appointment), the contract will be tendered as soon as reasonably practicable after the appropriate Chair or Director determines that there are sufficient students in the class to justify offering it. If a summer class is later canceled due to insufficient enrollment and the Faculty member chooses to continue the contract, the Faculty member shall be given an equivalent assignment (e.g., an additional course) during the summer or the following academic year.

Section 8.04. Off-Campus Teaching in the United States. Courses taught off the SIUC campus within the United States will be counted as part of teaching either in the workload assignment or as an overload, depending on the needs of the basic academic unit under whose auspices they are taught. Such assignments will be voluntary (unless a Faculty member is required to teach these courses as part of an offer letter or other agreement) and equitably assigned among those who wish to volunteer provided that a Faculty member who is more qualified to perform an assignment shall receive the assignment. Travel expenses incurred by the Faculty will be reimbursed in accordance with University policy.

Section 8.05. Temporary Overseas Assignment. Temporary assignments overseas in University facilities (e.g., the Study Abroad Center in Austria) will be worked out by the Director of that facility, the Chair of the department, and the Faculty member in question; although an effort will

be made to keep the assignment similar to ones on campus in Carbondale, it is recognized that exact equivalence is not always possible given the different programmatic needs of courses of study abroad.

Section 8.06. Distance Education. The Board and the Association share a common goal to produce and deliver the most valuable and effective education for our students in the format and with the technology that most successfully meets that goal.

- a. Definition. Instruction wherein Faculty and students are predominantly separated geographically, so that face-to-face communication is absent for all or part of a course, and instruction is accomplished instead through technologically mediated communication.
- b. Rights and Responsibilities.
 - 1) The development and delivery of Distance Education programs and courses shall be managed within the academic unit responsible for the program or course. The provisions of this collective bargaining agreement including but not limited to Articles 10 and 17, apply to Distance Education courses.
 - 2) Credit hours taught by Faculty in Distance Education courses shall be included in the FTE calculation for determining the student/Faculty ratio defined in Article 9.07.b.
 - 3) Distance Education courses transmitted by another institution shall not be offered by SIUC at any site unless the Board and the other institution(s) enter into reciprocal agreements (such as a consortium), and such co-operation in the transmission of such Distance Education course(s) does not result in the elimination of programs and/or Faculty. In addition, a Distance Education course may be transmitted by another institution to an SIUC site in unique circumstances provided that the course does not have the effect of eliminating a Faculty position in the program and is not offered on an on-going and continuing basis.
 - 4) Faculty participation in Distance Education courses assigned under Article 8 of this Agreement shall be recognized as appropriate academic activity and shall be given due consideration in Faculty evaluations for merit and tenure and promotion review.
 - 5) A Faculty member may reject a Distance Education course as part of his/her assignment if he/she has a bona fide pedagogical objection to teaching the assigned course by Distance Education. Prior to rejecting such course, the Faculty member shall notify his/her Chair/Director and discuss the objections to determine whether a mutually agreeable arrangement can be reached. If no such agreement can be reached, the Faculty member shall notify his/her Chair/Director of such rejection and receive an alternative equivalent assignment.
- c. Development of Courses. Unless inconsistent with other provisions of this

Agreement or a written agreement with the University or another entity, Faculty who create a Distance Education course shall have the right and obligation, while teaching the course, to maintain or modify the content and presentation of the course materials.

Priority for development and delivery of Distance Education courses shall be given to Faculty of the basic academic unit, consistent with the nature of the course, the qualifications and technical expertise of Faculty, and available resources. The Faculty member who develops or extensively revises a Distance Education course has right of first refusal to teach said course.

Distance Education initiatives that will result in a new or modified certificate or degree program shall be subject to the then-current University requirements, including, if applicable, Article 9 (Program Changes) of this Agreement.

- d. Ownership. The Intellectual Property Policy [Addendum C] governs ownership of Intellectual Property, including course materials, developed through Distance Education.

For Distance Education works in which the University has no ownership claim, the University shall not perform, publish, use, display, reproduce, duplicate, or use in a derivative work the Faculty member's course or course content without the written permission of said Faculty member unless such materials have otherwise been released by the Faculty member.

Courses developed and delivered through the ILP process or RFP (Request for Proposals) process are considered Works-Made-for-Hire. For courses that are not ILP or RFP and are developed for and delivered through Distance Education technologies, the definition for Traditional Academic [or Scholarly] Copyrightable Works (see Section C.2.C of the Intellectual Property policy [Addendum C]) will apply unless other arrangements are made.

- e. Compensation. Development, revision, and teaching of Distance Education courses as part of the standard workload assignment is a normal responsibility of Faculty. For Distance Education assignments that are part of a normal Faculty assignment, the lead time appropriate for the initial development of these courses shall be addressed in workload discussions pursuant to this Article 8.

Compensation for development, revision, or teaching Distance Education courses over and above the standard workload assignment will be in accordance with the Section 8.07 of this Article.

Compensation for RFP shall be in accordance with the grant proposal as accepted by the Board.

- f. Faculty Development. Faculty who develop and/or teach Distance Education courses shall be provided with reasonable technical support and opportunities for Faculty development, consistent with the needs of the Faculty and availability of Board

resources and services for that purpose.

In the event that a Faculty member develops and/or teaches a Distance Education course for the first time, the Faculty member shall receive reasonable and appropriate professional development and technical support assistance, consistent with the needs of the Faculty and availability of Board resources and services for that purpose. In instances of succeeding assignments to teach Distance Education courses, the Faculty member is expected to demonstrate a level of technical competence sufficient to teach the course. Ongoing technical support assistance may be available to Faculty who teach succeeding offerings of the same course.

- g. Disputes. Disputes relating to intellectual property shall be resolved via the dispute resolution committee of the IP policy as provided by Addendum C.

Section 8.07. Overload. Overload course assignments shall be handled pursuant to the Overload Compensation Policy as approved by the Board of Trustees effective February 24, 2011 except for the following provisions:

- a. Overload assignment consists only of teaching an additional course(s) over and above the 24 credit-hour equivalency, per Article 8.01;
- b. Overload course assignments shall be offered equitably to Faculty members provided that a Faculty member who is more qualified to perform an overload assignment shall receive the overload assignment;
- c. The University shall, if practicable, provide a Faculty member up to five (5) calendar days to accept or reject the offer of an overload assignment;
- d. It is recommended that overloads for untenured Faculty be kept to a minimum;
- e. A Faculty member may voluntarily choose to teach a course that would otherwise be eligible for overload compensation without receiving or accepting any such compensation;
- f. Overload course assignments shall be entered into by mutual written agreement between the Faculty and the Chair/Director;
- g. As compensation for an overload assignment, the Board shall offer the Faculty member either:
 - 1) financial compensation consisting of 1.0 of their monthly base salary for the equivalent of each three credit hours of face-to-face teaching; or
 - 2) for the term of this 2010–2014 collective bargaining agreement, financial compensation consisting of 0.5 to 1.0 month of their base salary for the equivalent of each three credit hours of distance education / online course; or

- 3) a mutually agreeable reduction in the teaching assignment for the following academic semester or year.
- h. Information. On or before August 15, the Board shall provide to the Association copies of all Faculty overload agreements (per Section 8.07.f.) for the previous year. The information may be provided in an electronic format. In addition, on or about October 1 of each year, the Provost will provide a written report to the Association President that includes data on credit hours, student enrollment, revenue/cost per credit hour generated through overload and distance education for the prior academic year.

ADDENDUM B
CONTACT HOUR AND INDIRECT TEACHING EQUIVALENCIES FOR FACULTY

- A. If a department's, school's, unit's, or the Library Affairs operating paper does not already contain complete and specific criteria for credit hour equivalencies for contact hours and/or for indirect teaching assignments, then the department/school/unit/Library shall take steps to amend its operating paper accordingly. The Faculty in each department/school/unit/Library shall begin working on amending the operating paper as soon as practicable but in no event later than February 1, 2012. All such amendments to the operating paper shall be in compliance with this Agreement.
- B. The workload definitions adopted by collective bargaining contracts or formally adopted policies for Carnegie Extensive Research Universities, including but not limited to the University's IBHE 1985 Peer List, will be used as primary reference points for the development and any subsequent negotiations over the criteria. In addition, the parties may mutually agree in writing to select other research universities as reference points.
- C. The Faculty in each department/school/unit/Library shall submit a proposed Amendment to its Operating Paper in accordance with the amendment process for each Operating Paper and this Agreement. The amendment shall be submitted no later than April 15, 2012.
- D. If the Dean approves the proposed amendment to the operating paper, then he/she shall forward the proposed amendment to the Provost with a recommendation to approve the amendment. If the Dean does not approve of the proposed amendment to the Operating Paper, he/she will request a meeting of the Faculty to discuss the matter. If the parties reach a modified amendment, then the modified amendment shall be sent to a vote. If a majority of the voting Faculty vote in favor of the amendment, it shall be forwarded to the Provost with a recommendation to approve the amendment. If a majority of those voting do not vote in favor of the amendment, the Faculty and the Dean shall submit written justifications to the Provost for why the Amendment should/should not be adopted. Each party shall receive copies of the written justifications of the other parties.
- E. If the Provost approves the proposed amendment to the operating paper, then the operating paper shall be so amended. If the Provost does not approve of the proposed amendment to the Operating Paper, he/she will request a meeting of the Faculty to discuss the matter. If the parties reach a proposed modified amendment, then the modified amendment shall be sent to a vote. If a majority of the voting Faculty vote in favor of the proposed modified amendment, the operating paper shall be so amended. If a majority of those voting do not vote in favor of the proposed modified amendment or if the Provost and Faculty do not reach agreement on a proposed modified amendment then the Provost shall notify the Faculty Association President and request that a Bargaining Committee be formed. Such notification to the Faculty Association shall occur no later than June 1, 2012.

- F. The Bargaining Committee shall consist of five members appointed by the Faculty Association, at least one of whom is currently serving on the Faculty Association's bargaining team, and five members appointed by the Board, at least one of whom is currently serving on the Board's bargaining team. Each party is entitled to its own advisors and consultants in addition to team members.
- G. Within thirty (30) days of receipt of notification from the Provost that the parties were unable to reach agreement, the Bargaining Committee shall begin bargaining on those operating papers for which no agreement was met. Such negotiations shall be conducted in good faith and at reasonable times and places in order to conclude negotiations in an expeditious manner. The parties shall request assistance of the Federal Mediation and Conciliation Service if they are unable to reach agreement by August 15, 2012.
- H. If the Committee is unable to reach an agreement after participating in mediation, then the matter shall be submitted to an external panel for a final determination. The external panel shall consist of three members: one selected by the Board, one selected by the Association, and an arbitrator with experience in higher education arbitration shall be selected from a list of five provided by the American Arbitration Association. Each party shall have the right to remove no more than two names from the list. The panel members appointed by the Board and the Association shall be from or have extensive knowledge of comparable department(s) at other Universities and be knowledgeable about University operating papers and workload in the relevant area(s). Panel members shall not be University employees. The parties shall notify each other of their Panel selection no later than one month after mediation has failed.
- I. The Panel shall review any materials submitted by the parties, and any other materials they deem relevant. The Panel shall then submit a final report that includes an amendment to the Operating Paper that sets forth the major criteria to be used in determining credit hour equivalencies for contact hours and indirect teaching equivalencies. That amendment is final and binding on the parties.
- J. Each party shall bear the costs of its member of the Panel and the costs of the arbitrator shall be divided equally between the parties.
- K. The parties may by mutual agreement in writing extend any of the time limits set forth in this Addendum. Requests shall not be unreasonably denied.

