

ARTICLE 42
WORK OF THE UNIT:
WORKLOAD, CLASS SIZES, and SCHEDULING of CLASSES

42.§1 WORK OF THE UNIT: PRINCIPLE. The work that belongs primarily to the faculty includes graduate and undergraduate teaching, research/creative activity, professional librarianship, professional counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), University and professional service, and other scholarly/creative activities. (For faculty specialists, workload shall conform to the provisions of Article 20, Faculty Specialists.) Therefore, the work of bargaining unit faculty members includes, but is not limited to, the following:

42.§1.1 *Instruction*. Classroom and non-classroom teaching and/or providing instructional support in a variety of manners and settings. Classroom teaching comprises regularly scheduled courses, and non-classroom teaching comprises arranged instructional activities, including, but not limited to: work on Honors College and Master's theses, dissertations, comprehensive exams, clinics, laboratory supervision, practica, internships, field supervision, student performances, independent studies, special projects, and professional training workshops.

42.§1.2 Advising, supervising, mentoring, and consulting with students.

42.§1.3 Engaging in scholarly activities, including research, writing, publication and creative artistic activities appropriate to the faculty member's discipline or interdisciplinary work.

42.§1.4 Fulfilling ongoing department needs of both a maintenance and developmental nature.

42.§1.5 Supporting, in many ways, the proper and efficient functioning of the University as a whole in such ways as performing committee work, and providing consultation to the University and its communities.

42.§1.6 Supporting, in a variety of ways, the proper and efficient functioning of the academic and professional societies as a whole in leadership roles, editorial work, conference organization, committee and board work, and other activities essential to the strength of professional societies, related to their academic disciplines.

42.§1.7 Assessing student learning as per Higher Learning Commission and/or other applicable accreditation guidelines and/or requirements.

42.§2 ADDITIONAL WORK. Western may offer and bargaining unit faculty members may accept appropriate professional work in addition to their regular workload at the rates specified in

Article 31, Compensation Guidelines, Article 32, Economic Compensation, Article 30, eLearning, and Article 41, Preference. When the Agreement does not specify a rate, work shall be assigned and the rate determined by mutual agreement between Western and the faculty member. Such assignments shall not change the department membership of the faculty member.

42.§3 WORK ASSIGNMENTS: STATEMENT OF PRINCIPLE. Through department chairs, Western may assign bargaining unit faculty members to perform, as part of their regular workload, appropriate professional duties which the faculty are qualified to perform. In determining qualifications, chairs shall seek and give serious consideration to the advice of department faculty. Department faculty may, at their discretion, make recommendations to department chairs concerning the qualifications of individual unit and non-unit faculty members to teach specific courses, to participate in department programs, and to assume other department responsibilities.

42.§3.1 Department faculty, by virtue of their command of their respective disciplines, shall make recommendations to department chairs concerning work assignments. Faculty recommendations shall follow their Department Policy Statement's guidelines for measuring faculty work assignments in terms of credit hours.

42.§3.1.1 Assignments. The making of assignments as provided in this article shall not operate to reduce the regular academic year, alternate-academic year, or fiscal-year pay of any bargaining unit faculty member.

42.§3.1.2 Mutual Agreement. Faculty work shall be performed within the faculty member's own department in accordance with the guidelines in Article 31, Compensation Guidelines, and Article 41, Preference. Assignment outside the department shall be by mutual agreement.

42.§4 DEFINITION OF WORKLOAD. For bargaining unit faculty members who are not faculty specialists, the maximum full-time faculty workload shall be twenty-four (24) credit hours of regularly-scheduled courses or equivalent in any one (1) academic or alternate-academic year, or six (6) credit hours or equivalent in the summer I or summer II sessions. It shall be possible, by mutual agreement between a faculty member and the department chair, to balance out a smaller teaching load in one (1) semester with a larger teaching load in another semester. For faculty specialists, the maximum full-time workload shall conform to the provisions of Article 20, Faculty Specialists.

42.§5 MEASURING WORKLOAD. The bargaining unit faculty members of a department, in consultation with the chair of that department, may develop department guidelines for measuring workload in terms of credit hours. Once approved by the administration, these guidelines will become part of the Department Policy Statement. The guidelines will be based on the department's program requirements and priorities.

42.§5.1 The guidelines will take into account, at a minimum, the following factors for which adjustments of classroom teaching loads shall be available: teaching large classes; heavy advising responsibilities (see 42.§9.1); evident substantial creative and scholarly activity and research; chairing/supervising doctoral dissertations; directing M.A., M.S. theses, or

specialist projects; and supervising field experiences, studios, laboratories, clinics, or other situations which result in contact hours significantly in excess of the nominal credit hours of a faculty member's load.

42.§5.2 The guidelines will also take into account, at a minimum, the following factors for which adjustments of classroom teaching load may be available: graduate-level instruction; upper level courses; new or multiple preparations; individual student projects (such as independent study and reading); supervision of Honors College courses or theses; mentoring new faculty; course or program development and improvement for the department or college; participation in and service to professional and academic organizations; department, college, University or community service, or service to the Chapter.

42.§6 DISTRIBUTION OF SCHEDULED WORKLOAD ASSIGNMENTS. Chairs will give work assignments to individual faculty that are in accordance with the Department Policy Statement's guidelines for measuring workload, the priorities of different assignments, current programmatic needs, resource availability, and faculty requests and recommendations.

42.§6.1 *Requests for Work Assignments.* Individual faculty may make requests for specific work assignments. Department committees may also recommend work assignments for an individual faculty member. These requests and recommendations shall be considered by the department chair in determining work assignments.

42.§6.2 *Work Assignment Notification.* As soon as possible prior to the start of fall and spring semester, the department chair will distribute to the department the scheduled workload assignments of all department bargaining unit faculty members, including faculty with a joint appointment, recognizing that these may be subject to change as the academic year progresses. Workload assignment notification will reflect the total number of credit hours or equivalent assigned to each bargaining unit faculty member.

42.§7 INSTRUCTIONAL SUPPORT SERVICES. Other appropriate adjustments of teaching load include allocation of additional support services (such as teaching assistants) or maintenance of reduced class sizes allowing for extensive writing instruction, intensive preparation for graduate instruction, or sustained mentoring of graduate work. Such adjustments may be made, rather than commensurate adjustment of teaching load, as indicated in the Department Policy Statements.

42.§7.1 The provost shall assign the equivalent of one half (1/2) of a faculty member's workload per semester to one (1) or more faculty members recommended by their respective deans to serve as faculty teaching mentors. Their focus will be on helping faculty who teach large classes, but they may also provide assistance in other areas of teaching. The Chapter will be notified at the beginning of each semester about who the faculty mentors are.

42.§7.2 Bargaining unit faculty members who serve students with registered disabilities may consult with their department chair about receiving support to meet approved student accommodations to achieve full participation and inclusion in the classroom for all students.

42.§8 OTHER KINDS OF FACULTY WORKLOADS.

42.§8.1 The workload for faculty in the University Libraries shall be thirty-five (35) scheduled hours a week, and the Counseling Services at Sindecuse shall be forty (40) scheduled hours a week. This workload shall also apply when academic-year non-teaching faculty receive summer I or summer II session appointments.

42.§8.2 *Professional Development Leave.* Faculty members in the University Libraries, and the Counseling Services at Sindecuse, shall be eligible for up to ten (10) days of professional development leave. Such professional development leave shall be scheduled with the approval of the administrative officer of the faculty member's department or similar unit after a written proposal from the faculty member has been accepted.

42.§8.2.1 The leave assignment will be completed with the filing of a written report from the faculty member to his/her administrative officer.

42.§8.3 *Scholarly Activities Leave.* Bargaining unit faculty members in the University Libraries shall be eligible for scholarly leave dedicated to the pursuit of research, writing, and other scholarly activities as indicated in the Department Policy Statement.

42.§9 OTHER WORKLOAD REQUIREMENTS.

42.§9.1 *Advising.* The academic advising of students is a regular part of the responsibilities of a full-time faculty member, and each faculty member may be assigned up to twenty (20) undergraduate advisees, without workload adjustment. Advising is defined as giving advice on program requirements and curricular matters. Since units may differ significantly with respect to the work required in advising graduate students at the master's and doctoral levels, provisions for appropriate assignment of graduate advisees may be made within each department's policy statement.

42.§9.2 Each faculty member shall bear a fair and reasonable share of necessary department, college, and University committee work.

42.§9.3 *Extended University Programs.* Each faculty member shall be available for involuntary assignment to an Extended University Programs course as part of the contractual workload once during either the fall or spring semester. Involuntary assignment to off-campus courses shall be fairly distributed among department bargaining unit faculty members. Upon mutual agreement, Western may assign Extended University Program courses as part of the workload, up to a full workload. When the Extended University Programs course is assigned as part of the bargaining unit faculty member's contractual workload, he/she shall be entitled to the usual "energy increment" and expenses for meals and mileage in accordance with current Extended University Programs policies, but shall not be entitled to additional compensation. This restriction of one off-campus course by involuntary assignment shall not apply to faculty hired to teach at established off-campus sites, except when these faculty are assigned to teach on other University campuses, in which case they shall receive the mileage/energy/meals expenses as indicated in this section.

42.§9.4 Administrative agents with supervisory responsibility for the University Libraries, and the Counseling Services at Sindecuse, may make such other professionally-relevant assignments as are fair and reasonable in the various working contexts of these units.

42.§9.5 Faculty members who make commitments for advising and independent research, thesis and dissertation supervision shall either work with students or make other arrangements that the faculty member deems appropriate to fulfill the responsibilities associated with the assignment which fall outside of the academic-year calendar or occur during a period in which the faculty member is not on the active payroll.

42.§9.6 *Office Hours*. Each faculty member shall post and hold a reasonable number of regularly scheduled office hours, such schedule to be approved by the department chair, with a copy retained in the department office. When assigned time for advising and/or other administrative duties is approved, the schedule for these hours shall be mutually agreed to by the faculty member and the chair.

42.§9.7 *Submitting Final Grades*. Each faculty member shall submit final grades for each course for which he/she is the instructor of record by the University deadline (see Appendix D, Western Michigan University Calendar).

42.§10 WORKLOAD APPEALS PROCESS. The explicit intention of Article 42, Work of the Unit: Workload, Class Sizes, and Scheduling of Classes, is to prevent serious inequities in the workloads assigned to faculty members.

42.§10.1 A faculty member who perceives that his/her workload exceeds the recommended parameters set forth in this article and in the approved Department Policy Statement shall have the right to appeal to the department chair. The chair shall review that faculty member's workload according to the definition and recommendations set forth in this article and the Department Policy Statement and shall respond within ten (10) business days.

42.§10.2 If the chair's response is not satisfactory, the faculty member may appeal to the appropriate dean. It shall be incumbent upon the dean to assess the faculty member's workload according to the recommendations set forth in this article and the approved Department Policy Statement, and respond to the faculty member within ten (10) business days.

42.§10.3 If resolution is not achieved at the dean's level, the faculty member may demand a review by a panel consisting of the chair, the dean, and three (3) faculty members, two (2) of whom shall be members of his/her department, and one (1) of whom is from another department within the same college.

42.§10.3.1 Faculty members of the review panel shall be selected by the WMU-AAUP Contract Administrator.

42.§10.3.2 The review panel shall render its recommendation to the provost within ten (10) business days.

42.§10.3.3 The provost shall consider the panel's recommendation, and shall render a decision regarding the faculty member's work assignment within fifteen (15) business days. The provost's decision shall be final; however, the faculty member shall retain the right to grieve the provost's decision.

42.§11 FINAL DECISION. Western agrees to give serious consideration to workload guidelines set forth in Department Policy Statements, to requests from faculty for specific work assignments, and recommendations from department committees regarding work assignments of individual faculty (see 42.§6.1). Final determination of all work assignments shall be made by the Administration. Failure of the faculty member to meet unexcused scheduled obligations may result in appropriate action by Western.

42.§12 VITA. To enable Western and the Chapter to assess the workload activities of faculty, each member of the bargaining unit shall submit the following to his/her chair no later than October 15:

42.§12.1 In the first year of this contract, an updated vita and a Professional Activities Report (PAR; see 42.§12.2).

42.§12.2 Annually, a Professional Activities Report (PAR) based on a form specified by the dean of his/her college.

42.§13 CHAPTER SERVICE. During this Agreement, the Chapter shall be able to purchase up to fifty-four (54) credit hours of teaching time per year for up to eight (8) Chapter officials at one-half (1/2) the actual replacement costs, provided the Chapter has given the Office of the Provost the names of the Chapter officials one (1) semester in advance (or at the earliest date practicable) to provide for proper scheduling, and further provided that the fifty-four (54) hours are used in blocks equivalent to at least one full class for each person receiving assigned time for Chapter service. In addition, the Chapter shall be able to purchase up to eighteen (18) additional credit hours of teaching time for up to two (2) Chapter officials at the full replacement cost, provided the same notice is given and the eighteen (18) credit hours are used in blocks as specified above.

42.§13.1 If the Chapter decides to purchase assigned time for non-teaching faculty members, three (3) credit hours of teaching time shall be considered, for this purpose only, as equivalent to one-fourth (1/4) of a semester's or one-half (1/2) of a summer I or summer II workload of a non-teaching faculty member.

42.§14 CLASS-SIZE CAPACITY RECOMMENDATIONS AND APPROVAL PROCESS. Department faculty may submit recommendations on class-size capacities for all courses to their department chair. The chair shall work with the faculty to develop class-size policy recommendations that are mutually agreeable. The department chair shall then carry the process forward to the dean and the provost for their review, input, and approval. The dean and provost shall complete their review within twenty (20) business days. If the provost does not approve the class-size policies as submitted, specific guidance shall be offered to the department faculty and chair for consideration in further development of the proposed class-size policies. When class-

size policies are approved by the department chair, the dean, and the provost as meeting current and foreseeable student and institutional needs with acceptable pedagogic standards, and are also approved by the Chapter as not violating the Agreement, class-size shall not be increased above a recommended and approved cap without the approval of the assigned faculty member or an appropriate department committee except in the following circumstances:

42.§14.1 *One-time Basis.* A class is increased above the recommended and approved cap on a one-time basis by the department chair because of an emergency, such as a faculty member's death, illness, or sudden resignation.

42.§14.2 *Temporary Increase.* A class is temporarily increased by the department chair above a recommended and approved cap by no more than ten (10) students or twenty percent (20%), whichever is less. When department chairs make decisions regarding temporary increases in class size, they will take into account a variety of factors, which may include the nature of the class, the physical facilities available, the concerns of the instructor, and the needs of students. For one or more of these reasons, a chair who finds it necessary to temporarily increase a class size may decide to increase it by less than the maximum temporary increase provided herein, for example, for certain classes, an increase of more than three students might be found unfeasible.

42.§14.3 *Trial.* An individual faculty member agrees to or requests (and the department chair approves) an increase in the size of a class above the recommended and approved cap and/or above the temporary increase allowed by 42.§14.2 above in order to determine if he/she can effectively teach the class in the larger class-size format. If the teaching of the larger class is found to be successful by the faculty member and the department chair, the faculty member may continue to teach that class in the larger format. The department faculty may request a summary of the chair's and the faculty member's conclusions concerning the success of the larger class-size format.

42.§14.4 *Duration.* Approved class-size recommendations in effect in spring of 2005 shall remain in effect for the life of this Agreement. There shall continue to be no contractual restriction on class size in departments that do not have recommended and approved course capacities, established in accordance with this article.

42.§15 SCHEDULING OF CLASSES. Each department chair shall develop a process to ascertain individual faculty course preferences as well as the preferred days and times for offering these courses. Once the tentative schedule is completed, faculty shall be notified of their assignments so that they may discuss them with the chair prior to submission of the schedule to the registrar. Though Western shall give serious consideration to faculty scheduling preferences, final determination of teaching assignments shall be made by Western.

42.§15.1 Specific scheduling recommendations shall reflect the following guidelines:

42.§15.1.1 If a faculty member is assigned an evening class which ends after 8:00 p.m., consideration shall be granted for the starting time of his/her classes the following day.

42.§15.1.2 The time within the same day from the start of a faculty member's first class to the end of his/her last class shall be considered in arranging a faculty member's teaching schedule, to avoid excessively long days.

42.§15.1.3 In order to promote effective teaching and to provide time for careful course preparation and grading, the number of new courses and the number of different courses shall be taken into consideration when planning a faculty member's schedule.

42.§16 Teaching and other work assignments shall be made with due consideration of each bargaining unit faculty member's areas of specialization and competence.

42.§17 No bargaining unit faculty member on academic-year appointment shall be required to teach during summer sessions, and no bargaining unit faculty member on alternate-academic-year appointment shall be required to teach in their off semester.

ARTICLE 43 **INTELLECTUAL PROPERTY**

The development of patentable inventions or discoveries is not the primary purpose of the research activities of Western's faculty. However, certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research, with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

43.§1 **SHARED ROYALTIES**

43.§1.1 Bargaining unit faculty members whose activities lead to a patentable invention when the activities are part of the work for which Western is paying the faculty member (from any source) or the activities involve the use of any University space or equipment shall share equally with Western in any royalties derived from such patents.

43.§1.2 Bargaining unit faculty members whose activities lead to a patentable invention or copyrightable material when the activities are a part of work performed for which Western is not paying the faculty member (from any source), and no University space or equipment is used, shall be entitled to any or all royalties derived from such patents or copyrights.

43.§1.3 Western shall make a claim for royalties for textbooks, scholarly books, or other written or web-based materials, and copyrightable material successfully published by bargaining unit faculty member while in the employ of the University only when such material was prepared at the request of the University and for which the University provided direct remuneration. The assignment of potential royalties shall be made at the time of the agreement for the work. The preparation of a book while on an approved for