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 teaching, professional librarianship, professional counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), University and professional service, and other scholarly/creative activities.

42.§1.1 Assignments. Western may assign bargaining unit faculty members to perform, as part of their regular workload, appropriate professional duties which they are qualified to perform. In determining qualifications, chairpersons shall seek and give serious consideration to the advice of departmental faculty. Departmental faculty may, at their discretion, make recommendations to the department chairperson concerning the qualifications of individual unit and non-unit faculty members to teach specific courses, to participate in departmental programs, and to assume other departmental responsibilities. Western shall make the final decision concerning assignments in accordance with the guidelines in Article 31, Compensation Guidelines, and Article 41, Preference. 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.§1.2 Mutual Agreement. This 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.§2 ADDITIONAL WORK. Western may offer and bargaining unit faculty 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, Distance Education Electronically Purveyed Instruction, 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 departmental membership of the faculty member.

42.§3 WORKLOAD. The workload of bargaining unit faculty members encompasses many professional duties and responsibilities necessary to their varied roles, including, but not limited to, the following:

42.§3.1 Instruction. Classroom and non-classroom teaching and/or providing instructional support in a variety of manners and settings. Classroom teaching is comprised of regularly scheduled courses, and non-classroom teaching is comprised of arranged instructional activities, including, but not limited to, work on Honors College and Master's theses, dissertations, comprehensive exams, clinics, practica, internships, field supervision, student performances, independent studies, special
projects, professional training workshops.

42.§3.2 Advising, supervising, mentoring, and consulting with students.

42.§3.3 Engaging in scholarly activities, including research, writing, publication and creative artistic activities appropriate to the faculty member's discipline or interdisciplinary work.

42.§3.4 Fulfilling ongoing departmental needs of both a maintenance and developmental nature.

42.§3.5 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.§3.6 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.§4 WORKLOAD: STATEMENT OF PRINCIPLE. The faculty, by virtue of its command of its respective disciplines, shall make recommendations concerning faculty workloads.

42.§5 DEPARTMENT POLICY STATEMENT WORKLOAD PROVISIONS. With respect to the determination of appropriate faculty workloads, bargaining unit faculty shall recommend departmental policy for workload allocations for unit faculty members, taking into account such factors as large classes; teaching a class for the first time; number of different preparations; service to academic and professional societies, the Chapter, the department, college and University; research and scholarship; program development and improvement for the department, college, and University; advising, supervision of dissertations and theses and similar program graduation requirements; contact hours as relating to corresponding credit hours; graduate courses; and other factors.

42.§6 DEFINITION OF WORKLOAD. For bargaining unit faculty who are not faculty specialists, the maximum full-time faculty workload shall be twenty-four (24) credit hours of regularly-scheduled courses in any one (1) academic or alternate-academic year, or six (6) credit hours in the Spring Summer I or Summer II sessions. It shall be possible, by mutual agreement, to balance out fewer than twelve (12) credit hours (or equivalent workload) in one semester with more than twelve (12) credit hours (or equivalent workload) in another semester. For faculty specialists, the maximum full-time workload shall conform to the provisions of Article 20: Faculty Specialists.

42.§7 EQUITABLE WORKLOADS. A commensurate adjustment of classroom teaching load shall be available for assignment to faculty who are engaged in heavy
advising responsibilities (see 42 §10.1); substantial research, creative and/or other scholarly activity; heavy responsibility for supervision of M.A., M.S. theses, specialist projects or doctoral dissertations. A commensurate adjustment of classroom teaching may be assigned for faculty who are engaged in: graduate-level instruction; classes with high enrollments; upper level courses; laboratory supervision; 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; participation in and service to professional and academic organizations; departmental, University or community service.

42 §8 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 §8.1 The provost shall assign the equivalent of six (6) hours of faculty workload time per semester to one or more faculty members 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.

42 §9 OTHER KINDS OF FACULTY WORKLOADS.

42 §9.1 The workload for faculty in the University Libraries, and the University Counseling and Testing Center, and Media Services, shall be thirty-five (35) scheduled hours a week. This workload shall also apply when academic-year non-teaching faculty receive Spring Summer I or Summer II session appointments.

42 §9.2 Professional Development Leave. Faculty members in the University Libraries, and the University Counseling and Testing Center, and Media Services, 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 §9.2.1 The leave assignment will be completed with the filing of a written report from the faculty member to his/her administrative officer.

42 §9.3 Scholarly Activities Leave. Bargaining unit faculty members in the University Libraries, and the University Counseling and Testing Center, and Media Services, shall be eligible for scholarly leave dedicated to the pursuit of research, writing, and other scholarly activities as indicated in the Department Policy Statement.
§10 OTHER WORKLOAD REQUIREMENTS.

§10.1 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) advisees, without workload adjustment. Advising is defined as giving advice on program requirements and curricular matters.

§10.2 Each faculty member shall bear a fair and reasonable share of necessary departmental, college, and University committee work.

§10.3 Continuing Education. Extended University Programs. Each faculty member shall be available for involuntary assignment to an Extended University Programs a Continuing Education course as part of the contractual workload once during either the Fall or Winter Spring semester. Involuntary assignment to off-campus courses shall be fairly distributed among departmental bargaining unit faculty. Upon mutual agreement, Western may assign Extended University Programs Continuing Education courses as part of the workload, up to a full workload. When the Extended University Programs Continuing Education course is assigned as part of the bargaining unit faculty'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 Continuing Education 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.

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

§10.5 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.

§10.6 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 chairperson, 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 chairperson.
42.§11 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.§11.1 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 chairperson. The chairperson 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) calendar days.

42.§11.2 If the chairperson'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 fifteen (15) calendar days.

42.§11.3 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 of whom shall be members of his/her department, and one of whom is from another department within the same college.

42.§11.3.1 Faculty members of the review panel shall be selected by the WMU-AAUP Contract Administrator.

42.§11.3.2 The review panel shall render its recommendation to the provost within fifteen (15) calendar days.

42.§11.3.3 The provost shall consider the panel’s recommendation and shall render a decision regarding the faculty member’s work assignment within fifteen (15) calendar days. The provost’s decision shall be final, however, the faculty member shall retain the right to grieve the provost’s decision.

42.§12 Though Western agrees to give serious consideration to workload recommendations set forth in Department Policy Statements, final determination of all faculty workloads shall be made by Western. Failure of the faculty member to meet unexcused scheduled obligations may result in appropriate action by Western.

42.§13 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 chairperson no later than October 15:

42.§13.1 In the first year of this contract, an updated vita and a Professional Activities Report (PAR; see 42.§13.2).
42.§13.2 Annually, a Professional Activities Report (PAR) based on a form specified by the Dean of his/her college.

42.§14 CHAPTER SERVICE. During this Agreement, the Chapter shall be able to purchase up to forty-eight (48) 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 forty-eight (48) hours are used in blocks equivalent to at least one full class for each person receiving assigned "released" time for Chapter service. In addition, the Chapter shall be able to purchase up to nine (9) 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 nine hours are used in blocks as specified above.

42.§14.1 If the Chapter decides to purchase assigned "released" 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 Spring Summer I or Summer II workload of a non-teaching faculty member.

42.§15 CLASS-SIZE CAPACITY RECOMMENDATIONS AND APPROVAL PROCESS. Departmental faculty may submit recommendations on class-size capacities for all courses to their departmental chairperson. 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 thirty (30) calendar days. If the provost does not approve the class size policies as submitted, specific guidance shall be offered to the departmental faculty and chair for consideration in further development of the proposed class size policies. If these recommendations class size policies are approved by the departmental chairperson, and 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 departmental committee except in the following circumstances:

42.§15.1 One-time Basis. A class is increased above the recommended and approved cap on a one-time basis by the departmental chairperson because of an emergency, such as a faculty member's death, illness, or sudden resignation.

42.§15.2 Temporary Increase. A class is temporarily increased by the departmental chairperson above a recommended and approved cap by no more than ten (10) students or twenty percent (20%), whichever is less. When departmental chairpersons 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 chairperson 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.§15.3 Trial. An individual faculty member agrees to or requests (and the departmental chairperson approves) an increase in the size of a class above the recommended and approved cap and/or above the temporary increase allowed by 42.§15.2 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 departmental chairperson, the faculty member may continue to teach that class in the larger format. The departmental faculty may request a summary of the chairperson's and the faculty member's conclusions concerning the success of the larger class-size format.

42.§15.4 Duration. Approved class-size recommendations in effect in Winter of 2002 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.§16 SCHEDULING OF CLASSES. Each department chairperson 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 chairperson 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.§16.1 Specific scheduling recommendations should be a part of the Department Policy Statement and should reflect the following guidelines:

42.§16.1.1 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.§16.1.2 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.§16.1.3 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.§17 Teaching and other work assignments shall be made with due consideration of each bargaining unit faculty member's areas of specialization and competence.

42.§18 No bargaining unit faculty member on academic-year appointment shall be required to teach during Spring or Summer sessions, and no bargaining unit faculty member on alternate-academic-year appointment shall be required to teach in their off semester.