

ARTICLE __ Workload

SECTION __.1 – Intention

The parties acknowledge that bargaining unit members carry both employment and academic responsibilities. Time spent by a bargaining unit member on their academic efforts beyond the work expectations outlined in their appointment letter, as well as time spent forwarding their academic progress (e.g., working towards an advanced degree), is not subject to this Article. The Union acknowledges that this Agreement should not in any way be construed as imposing a limit on the amount or type of academic effort necessary for a bargaining unit member to make satisfactory progress toward their degree.

SECTION __.24 – Appointed Working Hours

Employees ~~No-Employee~~ shall ~~be required to~~ spend ~~no more than~~ fifteen (15) to twenty (20) hours per week, averaging no more than fifteen (15) hours per week performing bargaining unit work. ~~that is not integral to their degree program over the course of the appointment period.~~ The parties agree that hours spent beyond the 15 hour per week average and 20 hour per week limit shall be related to the Employee's academic research and training.

~~In the case of a Graduate Research Assistant, any work that exceeds the fifteen (15) hour limit above must exclusively benefit the degree progress of the Graduate Research Assistant. Such work will be assigned by the mutual agreement between the Employee and special committee chair.~~

Supervisors shall provide Employees with a reasonable amount of time to complete job duties. ~~Bargaining unit work may vary from week to week, but Employees shall not be assigned bargaining unit work that cannot be reasonably performed within the 15-hour limit listed above.~~

To the extent that a bargaining unit member believes their bargaining unit workload cannot reasonably be completed within the expected time frame, the bargaining unit member may bring such concerns to their supervisor for discussion and, where necessary as determined by the supervisor, appropriate resolution. The supervisor shall discuss such concerns with the bargaining unit member as soon as possible.

Scheduling of employment bargaining unit work assignments shall not unreasonably interfere with the Employee's academic coursework or degree requirements.

Blue = New language proposed by Cornell

Green = Language reasserted by Cornell from a prior proposal

Red = Language proposed by the union that Cornell has rejected

Black Strikethroughs/Underline = Language rejected and/or added by the Union that Cornell has accepted

SECTION .32 – Regular Work Hours

As a general principle, bargaining unit ~~Regular~~ work hours are between 9:00 am ~~to~~ and 5:00 pm Monday through Friday, ~~unless mutually agreed to by the Employee and their supervisor and documented in writing.~~

~~The University acknowledges that~~ Most ~~B~~ bargaining unit work should ~~generally~~ be performed during these hours.

However, ~~the Union acknowledges that~~ Some bargaining unit obligations ~~will~~ may necessarily fall outside of regular working hours ~~if such duties cannot reasonably be performed during these hours. Scheduling outside of regular working hours must be mutually agreed to by the Employee and their supervisor and documented in writing, including, for example, early morning, evening or weekend classes and exams, office hours, conferences, meetings where participants are in substantially different time zones, and laboratory responsibilities that must be attended to on nights, early mornings and weekends.~~

The University will make reasonable efforts to provide advance notice if bargaining unit members are required to perform work outside of regular work hours.

~~If a bargaining unit member must perform bargaining unit work outside of regular working hours, the bargaining unit member should seek scheduling flexibility by communicating with their supervisor to reach a mutually agreeable solution.~~

When work occurs outside of regular working hours, the Employee can request flexibility from their supervisor ~~accommodations.~~ Requests for ~~accommodation~~ flexibility shall not be unreasonably denied.

SECTION .43 – Composition of Workload

All bargaining unit-related assignments, communications, trainings, orientations, meetings, office hours, and required conferences and duties performed while traveling shall be included in the total workload for the appointment period. Time spent on preparing for all bargaining unit-related activities shall also be included in the total workload for the appointment period as defined in Section .1.

SECTION .54 – Mandatory meetings

Supervisors will ~~use good faith efforts to~~ hold required meetings during regular work hours and the exceptions to those hours ~~as~~ defined in Section .2.

If the meeting is to take place off campus ~~somewhere other than the Employee's regular worksite~~, they will be given ~~as much~~ reasonable advance notice of the said meeting ~~and~~ location ~~as possible~~.

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SECTION .65— TA Substitution Policy

~~Employees~~ TAs unable to work due to illness or other ~~irregular~~ exceptional circumstances shall not be retaliated against for being unable to work ~~discuss how best to complete their bargaining unit work with their supervisor.~~ and shall not be required to find their substitute.

Time spent by a TA ~~an Employee~~ as a substitute shall be included in total workload for the appointment period. Refusal of this work cannot be grounds for retaliation.

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