

## **Article 29: Workload**

### **29.1**

At the time of appointment, the University will inform the ASE of the percentage FTE of their appointment or, for hourly employees, the hours expectation of their appointment. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned so as to maintain excellence in teaching, research, and service.

### **29.2**

ASEs with a 50% FTE appointment will not be required to work for more than 340 hours per semester. ASEs with a 50% FTE appointment shall not be required to work more than an average of 20 hours a week, and shall not exceed 30 hours in a given week except by the ASE's consent. Alternate percentage appointments will be directly proportional to the 50% FTE appointment in relationship to workload per week and per semester.

### **29.3**

- A. Hourly ASEs will not be required to work more hours than specified in the appointment letter, or to work any hours for which they are not paid. Assigned workloads shall not exceed 40 hours in any one week, or more than eight (8) hours in any one day without prior ASE consent.
- B. Tutors shall be guaranteed pay for the entirety of any pre-scheduled tutoring timeslot.
- C. Hourly ASEs who participate in any training and job-specific orientation that is required as a condition of their employment shall be paid at their normal hourly rate.

### **29.4**

Any work assignment, prep work, training, job-specific orientation, required meetings, required conferences, and tutee no-shows (including duties that occur outside of the academic term) shall be included in the total workload for the semester. The use of paid sick time off per Article XX during the semester is included in the total workload of 340 hours per semester.

### **29.5**

Required meetings will be held during normal work hours at an on-campus or off-campus site in proximity to where the ASE usually works or virtually, or at a location and time agreed upon in advance by the ASE.

### **29.6**

In the case of change of ASE job assignment, any work completed in the original assignment will count toward the hour limit for the semester.

### **29.7**

The Union-Management Committee will be empowered to discuss issues relating to workload, including but not limited to class size and the criteria and decision process governing the hiring, work assignments, evaluation, and reappointment of ASEs.

## **29.8**

Alleged violations of daily, weekly or semester maximum number of hours is subject to the grievance/arbitration procedure as modified by the expedited process below:

- a. If an ASE is going to exceed the daily, weekly or semester maximum number of hours of their appointment, the University shall offer to either increase the ASE's appointment percentage to be consistent with the number of hours the ASE will work and/or modify the ASE's work assignment such that the number of hours worked will be consistent with the ASE's appointment percentage and workload limits.
- b. If the grievance is not resolved within 3 days, the UAW may submit the grievance directly to arbitration for an expedited hearing.
- c. Such Expedited arbitration hearings shall be held on a mutually agreeable date, within as close to fourteen (14) calendar days from the date of the arbitration submission as possible. Such arbitrations concerning this section shall be conducted in a one-day hearing including closing statements, without court reporter's transcripts or post-hearing briefs. The arbitrator shall provide a bench decision which becomes effective immediately and provide a written opinion and award.