

Black text – original

Orange text – OTAAUP suggested additions

~~Orange strikethrough – OTAAUP suggested deletions~~

Blue text – OT suggested language from June 5 proposal

~~Red strikethrough – OTAAUP changes to their 5/1 proposal~~

Green text – language both parties have agreed to

Article ~~9IX~~: Workload

Section 1. Unless on approved leave, bargaining unit members shall be available for assignment of, and engaged in, professional duties for the entire period of their appointment. Professional duties are recognized to include instructional activities, research, scholarship, professional engagement development, and internal service to the University and external service to their profession, community, and University mission.

Section 2. Oregon Tech has the sole and exclusive right under Article ~~4IV~~: Management Rights to assign faculty instructional and non-instructional workload. The bargaining unit member's total work assignment shall be based on the member's contributions in each of the three ~~these~~ areas: teaching;; professional engagement, research creativity, and scholarship;; and service. ~~These assignments should be consistent with the expectations for different appointments and ranks as per the Promotion, Tenure, and Evaluation other related policies, and per the position description when advertised (within the first 3 years of appointment).~~

If a new type of appointment beyond those currently recognized is proposed during the term of this Agreement, the Oregon Tech and the Association agree to open negotiations to define workload and all other working terms and conditions for the new proposed appointments.

Section 3. All workload agreements made prior to the effective date of this Agreement are considered void. Only the terms and conditions of bargaining unit members' workload as set forth in this Agreement govern bargaining unit members' employment at Oregon Tech, unless those terms have been approved by Oregon Tech since the effective date of the Inaugural CBA and placed in the bargaining unit member's personnel or academic file.

Section 4. Full-Time Workload Requirement (1.0 FTE).

- (A) **Instructional Faculty.** The full-time base instructional and non-instructional workload requirement of a bargaining unit member on a 9-month appointment is a total of forty-five (45) workload units per academic year. For those bargaining unit members on an 11- or 12-month appointment, the base instructional and non-instructional workload requirement is a total of sixty (60) workload units per work year.

~~By the start of every term, the bargaining unit member and their respective Department Chair shall communicate and document their workload for that term.~~

- (B) **Library Faculty.** Bargaining unit members employed in the Oregon Tech Libraries have appointments with primary duties in the university libraries. Full-time (1.0 FTE) librarian

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bargaining unit members shall work a forty (40) hour week on a schedule established by the University Librarian and develop library systems and resources to support the educational and applied research mission of Oregon Tech, such as reference service, library research, information literacy instruction, collection development, and bibliographic organization and control. Bargaining unit member librarians shall meet faculty and student needs consistent with the standards set forth by library professional associations, and in support of Oregon Tech programs and institutional accreditation commissions.

~~A contact hour is defined as 50 minutes of scheduled instruction. One (1) instructional workload unit (IWLUs) is equal to one lecture contact hour (1.0 IWLUs = 1.0 lecture contact hour). Two (2) IWLUs are equal to three lab contact hours (2.0 IWLUs = 3.0 lab contact hours).~~

~~Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered courses.~~

~~Minimum enrollment for courses is ten (10), with exceptions that can be approved by the College Dean.~~

~~The Provost's Workload Guidelines define the assignment of workload units, except as established in this Article.~~

Section 5. Tenured/Tenure-Track Faculty Workload. Oregon Tech will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

(A). Instructional Workload. The full-time instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be thirty-six (36) IWLUs per academic year and forty-eight (48) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal instructional load is 12 IWLUs per term. ~~In order to~~ To provide flexibility, bargaining unit members may work with their Department Chair and College Dean to adjust their instructional load per term ~~up to a maximum of 15 IWLUs or a minimum of 6 IWLUs per term~~ provided the total is 36 IWLUs per academic year for bargaining unit members on a 9-month appointment, or 48 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the Dean and Provost.

(B). Non-Instructional Workload. The full-time non-instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be nine (9) non-instructional workload units (NIWLUs) per academic year and twelve (12) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload units shall be used for scholarship, research, professional engagement development, and internal service to the department, college, and/or Oregon Tech, and external service to their profession and community consistent with Oregon Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The assigned distribution of labor in each category of activity may vary over time during the year and the percentages should therefore

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be understood as a guide to the totality of the appointment, ~~with reasonable sufficient time provided to support the service and professional development components of promotion.~~

(C). Reduction in Instructional Workload. Instructional workload may be reduced with approval of the College Dean. When ~~the~~ a bargaining unit member on a 9-month appointment has been assigned a teaching load of less than thirty-six (36) IWLUs in a year (or forty-eight for 11- or 12-month appointments), the member must prepare and submit to the College Dean appropriate documentation of how the assignments made in lieu of teaching were satisfactorily completed. Bargaining unit members assigned non-teaching assignments beyond non-instructional workload, shall still be considered full-time teaching faculty for purposes of Promotion, Tenure, and eligibility for Sabbatical Leave.

Section 6. Non-Tenure Track Workload. Oregon Tech will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

(A). Instructional Workload. The full-time instructional workload for non-tenure track bargaining unit members on a 9-month appointment shall be forty-two (42) IWLUs per academic year and fifty-six (56) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal instructional load is 14 IWLUs per term. In order to provide flexibility, bargaining unit members may work with their Department Chair and College Dean to adjust their instructional load per term ~~up to a maximum of eighteen (18) IWLUs or a minimum of nine (9) IWLUs per term~~ provided the total is 42 IWLUs per academic year for bargaining unit members on a 9-month appointment, or 56 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the Dean and Provost.

(B). Non-Instructional Workload. The full-time non-instructional workload for non-tenure-track bargaining unit members on a 9-month appointment shall be three (3) NIWLUs per academic year and four (4) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload shall be used for scholarship, research, and internal service to the department consistent with Oregon Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The assigned distribution of labor in each category of activity may vary over time during the year and the percentages should therefore be understood as a guide to the totality of the appointment.

(C). Reduction in Instructional Workload. Instructional workload may be reduced with approval of the College Dean. When ~~the~~ a bargaining unit member on a 9-month assignment has been assigned a teaching load of less than forty-two (42) IWLUs in a year (or fifty-six IWLUs for an 11- or 12-month appointment), the member must prepare and submit to the College Dean appropriate documentation of how the assignments made in lieu of teaching were satisfactorily completed.

Section 7. Workload Assignment. Except for bargaining unit member librarians, the ~~Department Chair~~ College Dean in consultation with the Department Chair, shall assign workload according to the needs of the bargaining unit member's department and in accordance with this Article and ~~the terms described above~~ the Provost's Workload Guidelines and forward such assignments to the Provost for final approval. ~~Departmental needs shall be the basis for assignments.~~ By the start of every term, ~~the bargaining unit member and their respective~~ the Department Chair shall communicate the assigned workload to ~~with the bargaining unit member, the assigned workload and document that~~ the bargaining unit member for that term. If unforeseen events occur or departmental needs change prior to the start of the term ~~during the year~~, a bargaining unit member's assignment may be modified by the Chair, pursuant to ~~this Article Sections 5 and 6, above.~~ this Article Sections 5 and 6, above. ~~in accordance with the terms of this Article by the College Dean and forwarded to the Provost for final approval.~~ When unforeseen events occur during a term, bargaining unit members will work with chairs and the College Dean to minimize the impact on students.

Workload assignments are governed by the following definitions. A contact hour is defined as 50 minutes of scheduled instruction. One (1) instructional workload unit (IWLU) is equal to one lecture contact hour (1.0 IWLU = 1.0 lecture contact hour). Two (2) IWLUs are equal to three lab contact hours (2.0 IWLU = 3.0 lab contact hours).

Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered courses.

Specific specialty cases are covered by the Workload Guidelines. ~~The Workload Guidelines may be updated during the Spring Term to be effective the following Fall Term. Changes to the guidelines may be recommended by bargaining unit members to their Department Chair, College Dean, or other academic officers. The Provost retains the final authority to approve the guidelines. The Provost will notify the Association of any changes by May 1.~~

~~This Letter of Agreement is entered into by and between Oregon Tech and the Association; collectively referred to as "the parties," for the purpose of supplementing Article IX. Workload of the current Agreement between the parties.~~

~~The parties agree to the following terms:~~

The Provost's Workload Guidelines may be updated annually during the Spring Term to be effective the following Fall Term. Changes to the guidelines may be recommended by bargaining unit members to their Department Chair, College Dean or other academic officers. If the Provost intends to ~~there is an intent to~~ make changes to the guidelines based on recommendations received or their own initiative, the Provost ~~or Association~~ will notify the ~~other~~ Association by the 1st ~~th~~ week of Winter term and establish a ~~the~~ Provost Workload Guidelines Committee (Committee) ~~will be established~~ no later than fourteen (14) calendar days after notification.

The Committee shall consist of six members with equal representation from Oregon Tech and the Association. The Association will appoint three faculty members to the committee including one faculty member from each college and at least one faculty member who is not from the Klamath Falls campus. Oregon Tech will appoint ~~three members to the committee~~ the Academic Deans and the Provost, or their designees.

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The Committee will meet to review any proposed changes to the Workload Guidelines and, after review, may make a ~~supermajority~~ ~~a consensus~~ recommendations on the proposed changes to the Provost, who shall have the sole and exclusive authority to approve the ~~recommended changes~~, ask the committee to continue reviewing the Guidelines, ~~for final approval. The Provost then has the final authority to approve the recommendation~~ or maintain the current Workload Guidelines.

The Provost will notify the Association of the final Workload Guidelines no later than May 1st of each year.

~~Nothing in this Letter shall remove the Provost's sole and exclusive authority to approve the workload guidelines.~~

~~Nothing in this Letter shall prevent~~ The Association retains ~~from exercising~~ its right to bargain over changes that ~~directly or indirectly~~ impact bargaining unit members' compensation, workload, and other employment relations.

~~The following cases are given special consideration:~~

~~(A). Minimum enrollment for courses is seven (7) at the start of the term, and classes with 7 or more students will run with full workload credited. The following exceptions will apply automatically, with full workload:~~

- ~~● Courses that are required for timely completion of a curriculum receive full workload regardless of enrollment.~~
- ~~● When multiple sections of a class or lab are offered, minimum class size is based on an average of enrollment in those sections. If one section has a lower enrollment than 7, but the average across sections is above 7, the sections will run with all instructors receiving full workload. If all students from a low-enrolled section can be moved into other sections under their current enrollment cap, the low-enrolled section can be cancelled.~~

~~Any other exception for low enrollment requires the approval of the College Dean, which can include fractional workload that must be agreed to by the instructor prior to the start of the term, or offering the course as an independent study if there are three (3) or fewer students enrolled. When putting a bargaining unit member over the CBA articulated workload for a year, exceptions must first be approved by the Provost.~~

~~(B). Activities that do not receive instructional workload:~~

- ~~● Continuing Education courses can receive non-instructional workload.~~
- ~~● Faculty advising Coop courses shall receive non-instructional credit for student consultation hours.~~
- ~~● High School Advanced Credit courses are not included in faculty workload calculations.~~
- ~~● Open practice courses will receive non-instructional workload.~~

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~~(C). Cross-listed courses receive workload hours and contact hours for one of the courses only. The cumulative assigned faculty responsibility for all faculty for all cross-listed CRNs must add to 100%.~~

~~(D). **Faculty Involvement Factor (FIF).** The FIF applies to workload calculations for externship, internship, and graduate projects/theses as a multiplier: **FIF/3**. It accounts for differences in department/program implementation. Except as defined in this article, it is determined by the chair, in consultation with the faculty member, and approved by the Dean at the start of the academic year.~~

~~The FIF levels are defined as~~

- ~~1—Faculty involvement is low and not critical, requiring minimal, purely administrative tasks. FIF1 activities carry a (1/3) multiplier.~~
- ~~2—Faculty involvement is minimal but critical, requiring administrative and relationship-building tasks outside of the university. FIF2 activities carry a (2/3) multiplier.~~
- ~~3—Faculty involvement is consistent and required, similar to more traditional coursework in terms of time spent and student contact. FIF3 activities are not adjusted.~~
- ~~4—Faculty involvement is considerable and possibly individualized but may be more or less significant at different times throughout the internship/externship/project/thesis experience. FIF4 activities carry a (4/3) multiplier recognizing faculty involvement above and beyond traditional coursework or to provide an incentive for faculty working in areas the university wants to develop.~~

~~(E). **Externship/Internship Workload.** Workload for externships and internships is calculated using the following model. Workload for externships and internships is **0.5 IWLU per student per term x FIF multiplier** with a minimum of 1 IWLU and maximum of 24 IWLU granted per term per bargaining unit member.~~

~~Departmental FIF~~

- ~~● MIT—FIF4~~
- ~~● COM—FIF2~~
- ~~● MLS—FIF4~~
- ~~● DH—*tbd*~~
- ~~● RCP—*tbd*~~
- ~~● PSY—FIF3~~

~~(F). **Graduate/Thesis Projects.** Faculty supervising graduate projects or theses are granted **½ x number of students x credits x FIF**.~~

~~(G). **Independent Studies/Reading and Conference Courses.** There may be times when it is necessary to accommodate students with special interests, needs, or when course schedules do not permit students to take a required course. Independent Studies/Reading and Conference Courses are designed to fill this need. As these courses typically have less than 10 students, it is required that the Deans approve offering these courses.~~

~~Workload units are based on the following: **¼ (.25) WLU per student each term**~~

~~(H). **Overlapping Contact Hours.** Overlapping contact hours are adjusted so that duplicate contact workload credit is not given to the instructor.~~

~~(I). **Shared Courses.** Based on information received from the instructors sharing a course, percentage of responsibility is determined. The total workload hours for the course is apportioned based on this, with the total not to exceed 100% of the total course workload.~~

~~When multiple instructors are required to be concurrently present during the course by an accreditation board, the workload units are adjusted to reflect full workload according to the scheduled instruction hours of the class. The adjusted workload will be determined by the Department chair subject to the Dean's approval.~~

~~(J). **Special Committees and Assignments.** The following university positions are granted release time, as listed below:~~

- ~~● Faculty Senate President = 0.25 FTE per academic term.~~
- ~~● CPC Chair = 0.25 FTE for one term.~~
- ~~● Assessment Commission Chair = 0.25 FTE for fall quarter.~~
- ~~● CCT Chair = 0.25 FTE per term.~~
- ~~● FAR = 0.25 FTE per term.~~

Section 8. Workload Reallocation. ~~Under specific conditions, it may become necessary or beneficial for bargaining unit members to take on duties outside of instruction (e.g. NIWLU) with a significant time requirement. Under these conditions, bargaining unit members shall **may** be granted reallocation time from instructional to non-instructional workload, **as described** based on the process and type below. Department Chairs shall include this reallocation time in reporting the bargaining unit member's instructional workload each term, as "Reallocation: *type* - # IWLUs." Reallocation time shall be included in annual workload calculations, **and therefore may count towards overload.**~~

If a bargaining unit member has ~~guaranteed~~/approved reallocation time for a given term, **it must be honored during that term. If ~~and~~ departmental need requires that they also teach a normal load and the nature of the work is flexible, they **may** must work with their Department Chair to either**

- a) **ensure that they receive an exception to be granted overload per Section 9, or**
- b) **move the approved time to a different term. ~~will still receive credit for that reallocation time in total workload calculations. IWLUs~~**

Instructional workload that has been reallocated as described in this Section ~~below~~ will be prorated for bargaining unit members at less than 1.0 FTE. Reallocation does not apply to a one-year visiting appointment, ~~but it does apply to two-year visiting appointments.~~

~~(A). New Faculty. First-year~~ **Bargaining unit members in their first year at Oregon Tech shall be granted ~~up to 9-12~~ 12 IWLUs towards course ~~and/or~~ research development for a 9-month appointment (or ~~up to 12-16~~ 16 IWLUs for 11- or 12- month appointments). To allow flexibility for departmental needs, Chairs should work with new faculty to develop a plan for distributing these ~~IWLUs~~ reallocations throughout the academic year.**

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~~(B). New Preparations and Course Development. After their first year, bargaining unit members who are assigned a course that has been offered at Oregon Tech within the last sevenfive years, but which they have never taught before, shall be granted 1 IWLW for that term to allow time for course development. A bargaining unit member who is assigned a course that has not been offered within the last sevenfive years at Oregon Tech (including special topics courses) shall be granted 23 IWLW for that term to allow time for course development.~~

~~(BE). Ongoing Research. With Oregon Tech's designation as a research university, and with a promotional requirement to conduct research, and to continue the investment made in new faculty outlined in (A), ongoing research shall be supported. After their first year, tenure/tenure-track faculty with a research requirement in their position description should be allotted time to conduct research. Required research shall receive 3 IWLW per term. Research can include, **but is not limited to**, conducting research projects, leading a research group of undergraduate and/or graduate students, developing creative works, submitting proposals for external grants, or submitting manuscripts for publication. Bargaining unit members conducting voluntary research projects ~~with students are not included here, but~~ may apply as a Special Project in (C) ~~using the Workload Reallocation Request (Appendix _).~~~~

~~(D). Grants. When a bargaining unit member is awarded a grant that includes required reallocation time, this reallocation time shall be honored, without needing to file the Workload Reallocation Request.~~

~~(CBE). Special Projects. In addition to the guaranteed reallocation time described above, Special projects may have extensive/continuous time commitments and durations for work that will enhance the reputation of the university in areas of research/scholarship, and service. Bargaining unit members may apply for reallocation time for special projects using where the time commitment and length of time are extensive and the impact on the institution is substantial, per the reallocation form. Special projects may have reallocation in workload from IWLW to NIWLW (not for first-year faculty) for work that will enhance the reputation of the university in areas of research/scholarship, and service. Examples of this work may include prominent external service to professional organizations and/or community organizations, conducting research projects, leading a research group of undergraduate and/or graduate students, developing creative works, submitting proposals for external grants, or submitting manuscripts for peer-reviewed publication, writing a textbook chapter in a discipline area. **These applications should be made using the Workload Reallocation Request (Appendix _) at least thirty (30) calendar days prior to the term for which the reallocation will be requested, and up to a year in advance.** ~~serving on ad-hoc committees for Oregon Tech, conducting service for a professional organization in the bargaining unit member's discipline, writing a book/textbook, serving as an editor for a discipline-specific journal, and other professional activities that are not defined by Article 10: Outside Activities.~~~~

Special projects may have reallocation in workload from IWLW to NIWLW commensurate with the special project, and may not be used by first-year bargaining unit members. The Dean, in consultation with the chair, shall approve or deny (with reasoning) the request within fourteen (14) calendar days. This type of reallocation time is generally ~~limited~~ up to one class per term in the bargaining unit member's discipline (typically 3 or 4 IWLW) for

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~~shorter-term projects; though special consideration may be given for additional time where the project requires, including multi-term and multi-year projects. Continuous reallocation between 6 and 18 IWLUs per year may be given for longer-term projects~~

Section 98. Overload.

~~(A). Best practice guides that an instructional overload assignment is an assignment of no more than one (1) course (up to four (4) credits) regardless of modality per academic term that exceeds thirty-six (36) IWLUs for tenured or tenure-track or forty-two (42) IWLUs for non-tenure track members in an academic year. Any instructional workload beyond 36/42 IWLUs for 9-month TT/NTT-faculty or 48/56 IWLUs for 11- or 12-month TT/NTT faculty, adjusted for approved reallocation, is considered overload. Overload assignments shall never be mandatory and shall always be compensated. Overload is not awarded for non-instructional work.~~

Overload is mutually agreed ~~upon~~ between the bargaining unit member and the Department Chair or appropriate administrative supervisor ~~up to 4 IWLUs per term. The Dean must approve overload beyond 4 IWLUs per term, excluding internship/externship credits with approval of the College Dean and Provost.~~ Any exceptions will require approval by the Dean and Provost. The university shall document overload assignments and make that documentation available to the bargaining unit member.

~~(B). An overload assignment is a one-time or limited assignment, made or approved by the Provost or designee. No bargaining unit faculty member may be disciplined, retaliated against, or terminated for refusing an overload assignment.~~

~~(C). Bargaining unit members who have been awarded reallocation release time as per Section 8 may not receive be assigned overload based on departmental need. assignment for the period of time during which they received the release time. Exceptions may be made by the College Dean, Provost, or their designee.~~

Section 109. Student Consultation Hours.

~~(A). All bargaining unit members shall be available for student consultation. Student consultation sessions, student contacts and communication are a necessary part of teaching a course and no additional workload units are awarded for student consultation. Full-time A bargaining unit members with a 1.0 FTE appointment shall establish and maintain a minimum of five (5) scheduled student consultation hours per week in their offices, outside of class time, each term they are teaching (or proportionally fewer hours for those with lower assigned instructional loads). To be student-focused, these five (5) scheduled student consultation hours must be:~~

- ~~Posted/published outside the bargaining unit member's office, in the course syllabus, and submitted to the department chair prior to the start of the term.~~
- ~~The hours must be set at times convenient for the students and on multiple days (at least two different days).~~

~~Bargaining unit members teaching online classes are held to the criteria above, except that the office hours are to be held virtually.~~

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~~These five (5) hours should be distributed over at least three (3) different days per week. Student consultation sessions should occur at the campus location(s) where bargaining unit members are assigned and be a minimum of one (1) hour in length. These hours may not occur during assigned course times. Those bargaining unit members with less than full-time appointments shall establish minimum consultation hours in proportion to their part-time appointment. Bargaining unit members teaching online classes shall be required to publish and hold office hours in proportion to the assigned online teaching workload.~~

~~(B). Each bargaining unit member shall post the schedule of office hours outside the bargaining unit member's office for student viewing, include it on each syllabus and submit a copy to the Department Chair or appropriate administrative office and College Dean. Established office hours and locations should be convenient to the students, not just the bargaining unit member, and exceptions may be made at the discretion of the Department chair or appropriate administrative officer.~~

Section 110. Student Advising. Recognizing the importance of student advising and its place among the principal responsibilities of all bargaining unit members, the Department Chair or appropriate administrative officer, with approval from the Provost, will assign advisees to tenured and tenure-track bargaining unit members. Non-tenure track bargaining unit members may be assigned advising duties.

Student advising will be regarded as NIWL up to 40 active students, beyond which advising will be compensated using a stipend model, as per Article 18: Compensation. Student calculation will be based on week 5, Winter term advisee numbers. ~~awarded NIWLU as follows:~~

~~15-30 students = 1.0 NIWLU/academic year
31-45 students = 2.0 NIWLUs/academic year
46-60 students = 3.0 NIWLUs/academic year
>60 students = 4.0 NIWLUs/academic year~~

~~**Section 11. Librarian Workload.** Bargaining unit members employed in the Oregon Tech Libraries have appointments with primary duties in the university libraries. Full-time (1.0 FTE) librarian bargaining unit members shall work a forty (40) hour week on a schedule established by the University Librarian and develop library systems and resources to support the educational and applied research mission of Oregon Tech, such as reference service, library research, information literacy instruction, collection development, and bibliographic organization and control. Bargaining unit member librarians shall meet faculty and student needs consistent with standards of quality recognized by program and institutional accreditation commissions.~~

Section 12. Summer Term. For nine (9) month bargaining unit members, Summer Term appointments are for varying lengths of time and are additional appointments when program needs and available resources provide opportunities for summer employment. Summer Term appointments are recommended, and mode of course delivery assigned, and approved by the Dean and the Provost. Bargaining unit members who indicate a willingness to accept a Summer Term

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appointment and are qualified to teach the course(s) offered; will be offered the appointment before an individual outside of the bargaining unit.

Section 13. Course Modality and Capacities. ~~Within a year of ratification of this contract~~ By May 31, 2026, to standardize departmental course capacities, Department Chairs shall ~~work with their departments shall~~ identify and review with departmental bargaining unit members maximum acceptable course capacities for all courses that ~~they~~ the department offers. These capacities shall be approved by the Dean and remain in effect for the duration of this Agreement. ~~This should be reviewed each academic year.~~

~~Course capacity and~~ instructional modality of any course for a given term shall be determined by the Department Chair or appropriate administrative officer, reviewed with appropriate departmental ~~agreed to by the~~ bargaining unit members, and approved by the College Dean and Provost.

Course capacity and instructional modality shall be clearly communicated to bargaining unit members at the time of course scheduling ~~and may be revisited up to and including no later than thirty (30) fourteen (14) calendar days prior to the start of an academic term.~~ Exceptions can be made by mutual agreement up to the day classes begin.

Section 14. Definitions. The following definitions are used for the purposes of this Article

Academic Year. Academic year shall consist of three (3) 11-week terms ~~including two weeks before the beginning of the academic year and one week following each academic year~~ and the submission of final grades each term but not including scheduled holidays.

Summer Term. Summer Term is the time that occurs between the end of the spring term on or about June 15th and the start of the fall term on or about September 15th, ~~with classes typically running 4- or 8-weeks unless the bargaining unit member and Chair agree to an alternate timeframe.~~

Work Year. For nine (9)-month ~~faculty~~ bargaining unit members the work year shall consist of three (3) 11-week terms, including two weeks before the beginning of the academic year beginning on or around September 15th, ~~and through two weeks following each academic term ending the Monday after Commencement~~ on or around June 15th, but not including scheduled holidays, Thanksgiving Break, Winter Break and Spring Break, as defined by the current academic calendar. ~~Bargaining unit members may be required to attend meetings or to carry out other University business during Winter and Spring Breaks at no additional compensation.~~

For twelve (12)-month bargaining unit members, ~~faculty~~ the work year shall consist of twelve (12) months, ~~excluding but not including~~ scheduled holidays. A 12-month bargaining unit member ~~must use accrued vacation time for any time off, including any time taken during term breaks. who wishes to take breaks between terms shall use accrued vacation time. Accrued vacation leave shall be used for any break between terms.~~