

Memo of Understanding Concerning Workload and Conversion to Semesters  
March 2, 2009

The AAUP-WSU will not object to a conversion from quarters to semesters to occur no sooner than Fall 2012 provided the following conditions are met.

1. The AAUP-WSU and the University will work cooperatively to make changes to the current CBA appropriate for an anticipated change from quarters to semesters and also to develop portions of a semester-based faculty workload policy that pertain to Bargaining Unit Faculty. In so doing, the parties will make a good faith reasonable effort to achieve a conversion to semesters so that the conversion itself leaves unchanged, to the extent possible, the current --
  - a. per student cost to the University for providing instruction;
  - b. income and other benefits to Bargaining Unit Faculty Members and to the AAUP-WSU;
  - c. combined workload (productive teaching, scholarship, and service) of Bargaining Unit Faculty Members;
  - d. overall amount of teaching per year by Bargaining Unit Faculty in any individual college; and
  - e. quality of teaching and learning with reasonable student access to professorial faculty and appropriate class sizes, though the parties recognize that some class sizes may increase and others decrease.

The parties anticipate that the agreed-upon workload policy will, for the large majority of Bargaining Unit Faculty, result in no substantial change in teaching load. However, the parties further anticipate that the agreed-upon workload policy will include descriptions of expected faculty productivity in teaching, scholarship, and service in each college or department. A Bargaining Unit Faculty Member who does not meet the workload expectations will be given a reasonable opportunity to address his or her shortcomings. If after such opportunity the Member still does not meet workload expectations, the Member will be subject to a change in assigned workload (possibly increased teaching). A Bargaining Unit Faculty Member who significantly exceeds this expectation will also be subject to a change in assigned workload (possibly decreased teaching).

2. The AAUP-WSU and the University will agree to semester-based provisions that will be included in the successor to the current CBA regarding each of the following six issues:
  - a. compensation for summer and intersession teaching
  - b. opportunities for summer and intersession teaching
  - c. compensation for overload teaching
  - d. Professional Development Leaves
  - e. Parental Teaching Relief
  - f. release time for AAUP-WSU (as in CBA section 8.7)

All such agreements [even if determined via binding external arbitration pursuant to 5 below] will be included in the successor to the 2008-2011 CBA unless the parties mutually agree to changes during contract

negotiations in 2011. Further, proposals to change the above-described agreements made by either party during said negotiations will not be subject to the dispute resolution process specified in ORC §4117.14.

3. The AAUP-WSU and the University will agree to workload provisions of a semester-based university policy that apply to Bargaining Unit Faculty. The parties recognize that the complete university workload policy will be outside the CBA and will pertain also to faculty not in the bargaining unit. Therefore, the policy will be subject to Faculty Senate and Provost approval. It is agreed, however, that the complete university workload policy will not diminish, alter, conflict with, or delay the agreements reached by the AAUP-WSU and the University regarding the Bargaining Unit Faculty's teaching, scholarship, and service in a semester system.
4. The parties agree that all efforts to develop changes to the CBA and Bargaining Unit Faculty workload provisions pursuant to #2 and #3, above, will be guided by the objectives set forth in #1, above.
5. If the parties fail to agree to the CBA and workload provisions consistent with #1, #2, and #3, above, by September 1, 2010, they will submit the matter to binding external arbitration. Here and elsewhere in this agreement, if binding external arbitration occurs, the parties will use procedures set forth in Sections 16.6.1-16.6.3 of the current CBA.
6. The parties agree that once the semester-based workload policy is finalized (whether via an agreement or binding external arbitration), changes that directly affect the teaching, scholarship, or service of Bargaining Unit Faculty Members will require a signed agreement between the University and the AAUP-WSU. If either party proposes a change, the University and the AAUP-WSU will attempt to develop alterations to which both parties agree. If the parties are not able to reach a mutually acceptable solution to a proposed change, either party may submit the issue to binding external arbitration. However, neither party is permitted to submit an issue to binding external arbitration any sooner than three years after the initial semester-based workload policy is finalized; nor can either party submit an issue (or issues) to binding external arbitration more often than once every three years (every 1095 days).
7. Alleged violations of the university workload policy shall be grievable by Bargaining Unit Faculty Members and by AAUP-WSU consistent with the terms of the CBA.
8. The parties understand that Bargaining Unit Faculty, other faculty, and various administrators (e.g., deans and department chairs) may meet and discuss the anticipated conversion to semesters; and that such meetings may occur in both formal settings (e.g., committee meetings) and informal settings. However, the parties agree that any outcomes of such meetings are not binding on either party; and the parties further

agree that any outcomes of such meetings will not be raised by either party during any binding external arbitration that may occur pursuant to 5 or 6 above.

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Anna Bellisari, President  
AAUP-WSU

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William E. Rickert, Associate Provost

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Rudy Fichtenbaum, Chief Negotiator  
AAUP-WSU