

# The Work Year and Off-Term Governance Work: Review of the Current Situation

*Definition of work year, compensation for off-term teaching, subjects of reopener bargaining*

The upcoming contract reopener negotiations, to make needed adjustments for the Fall 2012 semester conversion, will begin at some point in January 2012. The internal Chapter processes to prepare for those negotiations are now well underway.

While a myriad of small language changes and numerical conversions will have to be made, there are three areas which we anticipate will require substantive negotiations: (1) the definition of the work year, and whether it will or will not become “flexible”; (2) sabbaticals; and (3) the structure and rate of additional compensation for teaching in the off-term (usually meaning—but not always or not for all faculty—the summer term).

In preparing for those negotiations, there has been an extensive review of the current situation with regard to those topics. In doing so, we’ve noted some misconceptions that we’d like to clarify now, since confusion about the current situation will make it that much harder to discuss proposed changes.

## Are faculty employed in the summer?

A common misconception is that, except for those on 12-month appointments, faculty members aren’t employed in the summer.

This is not true (although it’s an understandable misconception if you know the background; see the sidebar on the right). All AAUP bargaining unit faculty members are employees of the University of Cincinnati on a continuing basis every year, all year long, until the point when they retire or resign. And all 9-month faculty members’ base salaries are *annual* base salaries which are paid out in 12 equal monthly installments.

The terms “9-month faculty” or “12-month faculty” refer to the schedule of *assigned teaching and other temporally defined duties*. Those with 12-month appointments have primary assigned duties throughout the year, and earn 22 days of vacation leave annually. Faculty with 9-month appointments are assigned teaching duties during the typical academic year (Fall, Winter, Spring). Teaching done during the summer by

faculty on 9-month appointments is voluntary and paid as extra compensation per the summer pay schedule.

## What are the boundaries of the “work year”?

Over the years there has also been quite a bit of confusion about exactly when the work year, insofar as “assigned duties,” begins and ends. Does it begin the first day of classes and end the moment faculty turn in Spring grades? Or is it more flexible than that?

The AAUP-UC contract does not provide a specific calendar definition of the work year, in part because faculty members’ ongoing responsibilities for teaching, research and service are professional in nature. Just as faculty don’t “punch a clock” on a daily or weekly basis, it is impossible to make hard and fast rules that apply in every situation and in every year as to when work “begins” each September.

The wording of the Board Rule on this issue does, unfortunately, lend itself to misinterpretation. For *payroll purposes*, the Rule of the Board of Trustees 20-43-11, “Payroll; Definition of academic year,” defines the academic year as “three academic quarters containing a total of thirty-two weeks devoted to registration, instruction

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## A Bit of Historical Context

Twenty years ago, when contract negotiations failed, UC faculty went out on strike. The strike lasted one week. After the contract was settled, the University administration very publicly claimed that faculty “aren’t employed” in the summer. President Steger used this argument as the rationale for deducting a portion of the striking faculty members’ pay that was larger than would otherwise have resulted due to the days spent out on strike. The faculty rightly saw this as a disingenuous move on the part of President Steger, and was not based on the realities of labor law, federal regulations, payroll practices, or insurance rules.

and examinations, etc.” (The College of Law is an exception where its two semesters contain a total of 34 weeks.) The Rule goes on to say that “the basic compensation of faculty members employed for a three quarter academic year is considered earned during the thirty-two weeks mentioned above, even though it is paid in ten or twelve monthly installments.” (The 10-month payroll option no longer exists, of course.) The Rule also talks about “those periods in which the faculty member has full-time obligations to the university, i.e., during the 32 weeks of the basic academic year.”

Board Rule 20-43-11 would therefore seem to imply that faculty members are obligated to “work” only during the Fall, Winter and Spring quarters. This language is unfortunately misleading; it was designed primarily for financial and payroll purposes, such as for determining when faculty are eligible for extra compensation (per Article 34.4.2 of the AAUP-UC contract) and for calculating sick leave payout at retirement. It is not a fundamental description of faculty members’ professional work lives or the realities of the academic year.

Clearly there will be times, especially in the weeks before the start of classes in the Fall and after the end of exams in the Spring, when units or colleges must be engaged in planning, orientation, or summary activities.

The idea that faculty take a 3-month vacation in the summer is counter-factual: we all know that faculty with so-called 9-month appointments do work over the summer. There are very few faculty members who do not conduct research, work on publications, prepare to teach in coming terms, or perform service work (e.g., committee work or student advising) for some portion of or throughout the entire summer period.

As academic “white collar” professionals, while 9-month faculty may not be assigned teaching duties during the summer, they continue other aspects of professional work on a year-round basis (with some well-deserved, but not specifically delimited number of days or weeks off). If there were 9-month faculty members who routinely took an entire 3 months off every summer, doing absolutely no professional work

at all, this would eventually show up in the annual performance review as a failure to engage in scholarly activity and publications, or in some other fashion.

This myth—that faculty get a 3 month vacation every year—is pernicious and widespread among the general public. It is very damaging to our public image and to the understanding that politicians in Columbus

do and don’t have about our professional lives. It is important that we continue to explain to members of the public and the legislature the true nature of our work.

When does shared governance happen?

Finally, a frequently posed question to staff in the office is, “Can the department chair or upper Administration make that decision over the summer? Shouldn’t they wait until we’re all back in the Fall?”

This myth—that faculty get a 3 month vacation every year—is pernicious and widespread among the general public, and is very damaging to our public image.

Faculty shared governance rights, as expressed in Article 27, don’t mean that decisions—big or small—can never be made during the summer period (when most faculty have their off term). While faculty members cannot be compelled to participate in service work during their off term, common sense must prevail.

As noted above, faculty members should make themselves available the week or two prior to the beginning of the Fall Quarter to perform routine work – curricular preparations and/or committee work – that is necessary to get the new academic year started.

Also, if there are genuine deadlines which must be met, committee and other shared governance work may be necessary over the summer and faculty cannot complain that they were shut out of such work if they, as a body, withdraw from it during the summer.

However, governance work and decisions that can reasonably be done during the typical 3-quarter academic year should be reserved to that time period. Administrators should avoid deadlines that require summer meetings and/or decision-making unless they are truly necessary.

## **Available on Demand: Contract 101**

For several years, the UC Chapter AAUP's Contract Compliance and Education Committee has offered Contract 101, a workshop which provides faculty an introduction to or review of several key Articles of the Collective Bargaining Agreement. Currently, the Contract 101 workshop covers the following topics:

Article 27: Making Shared Governance Work for You

Article 7: Navigating the RPT Process

Article 8: Grievance Procedure

Article 9: The Disciplinary Process

If you and your colleagues would like to have a Contract 101 presentation at your department or college, please contact us at 556-6861 to schedule a workshop. The Contract 101 workshop can be tailored to meet the specific needs and interests of your academic unit or college, so if there are subjects not listed above that you would like to learn more about, please let us know and we will add them.

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Administrators should also consider that committee or other governance work that requires a *significant* amount of time during the summer—since it may well impinge on research and publications work that faculty would otherwise engage in over the summer—may well merit time off from service work the following academic year or should be treated as work requiring extra compensation (i.e., a stipend).

### Bargaining Survey Coming Your Way!

While the number of topics to be considered in the reopener negotiations is limited, we do not necessarily expect them to go quickly or to be easy. Because issues like the definition of the work year, shared governance, and off-term (extra) compensation structures are all complicated and deeply entangled, the negotiations will almost undoubtedly be complicated, too.

As always, it is important that we have information from you all, the AAUP Bargaining Unit Faculty Members, on these issues. By December 1<sup>st</sup> you will receive an email invitation to complete a bargaining survey. Your responses will be crucial to

the AAUP's ability to design proposals that will work on the ground, and be acceptable to the faculty.

When you see the survey invitation arrive, could you please fill it out as soon as possible? Because these negotiations are starting earlier than is typical with "regular" negotiations, we're running into the holiday season. We're hoping to have your response before you leave for the holiday break.

— John McNay, Chapter President  
Greg Loving, Chair, Associates Council  
Dave Rubin, PhD, Chief Negotiator, 2012

## **OPEN ENROLLMENT REMINDER**

The 2012 Annual Enrollment period has begun, and **ends November 30, 2011**. Benefit elections can be made online using the UC Flex Employee Self Service (ESS) located at [www.ucflex.uc.edu](http://www.ucflex.uc.edu).

If you have questions or need to consult with someone regarding benefits elections choices, contact the UC Benefits Office at 556-6381.