



TENTATIVE AGREEMENT

UC/AFT IX Negotiations
Article 24 – Instructional Workload
UC Proposal 6 - FINAL
November 23, 2021
(reflecting final agreement)
Page 1 of 8

For UC-AFT

1/28/22

For the University

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**ARTICLE 24
INSTRUCTIONAL WORKLOAD**

**A. INSTRUCTIONAL WORKLOAD STANDARD, COURSE DEFINITION
AND EQUIVALENCIES**

1. Full Time Instructional Workload Standard
 - a. The full-time (100%) instructional workload standard for **Unit 18 Faculty** for an academic year shall not exceed nine (9) instructional workload credits over three (3) quarters or six (6) instructional workload credits over two (2) semesters, or the equivalent.
 - b. Instructional workloads may be lower, based upon the instructional workload standard of the campus, department, program or unit.
 - c. A full-time ~~course load~~ **workload** for a 100%-~~time~~ **Unit 18 faculty member** who teaches writing and foreign language courses will not exceed eight (8) instructional offerings/classes/courses/sections on a quarter campus and five (5) instructional offerings/classes/courses/sections on a semester campus.
2. Definition of a Course with One Instructional Workload Credit (IWC)
 - a. For purposes of this Article, a course shall be valued at one instructional workload credit (IWC) when it meets the following definition: an instructional offering that is regularly scheduled, requires significant academic preparation **by an individual Unit 18 faculty member independently (e.g. syllabus development, lesson planning for class meetings, and assignment development)**, office hours, and/or grading outside the class by the instructor, and meets a minimum of three (3) hours per week. Two or more sections of a course taught by one **Unit 18 Faculty** shall have the same IWC as two or more sections of a course taught by multiple **Unit 18 Faculty**.
3. Courses Valued At Other Than One IWC

The University will take the entirety of the work assigned into consideration when determining IWC.

- a. It is recognized that some course offerings may warrant IWC valuation greater than one (1) IWC. Factors that may be considered in determining that a course warrants a valuation greater than one IWC include the following: laboratory supervision, extensive supervision of academic student employees, very large lecture courses (**approximately 200 students**), grading-intensive classes, **courses requiring significant feedback on student writing**, studio instruction, and clinical instruction that the University requires the Lecturer to perform. The above list is not exhaustive.
- b. It is recognized that some course offerings may warrant IWC valuation less than one (1) IWC. Such examples include but are not limited to a course that meets two (2) or fewer hours per week, independent study classes, partial term classes. **Course offerings that are valued at less than one (1) IWC are expected to require less time or effort to teach than a course offering valued at one (1) IWC.**

4. **Determining Relative Workload Values**

In determining the relative workload value of instructional offerings and course equivalencies, the University shall consider the instructional and evaluation methods employed, the nature of the courses assigned, the preparations required, the number of students expected to enroll, and the availability of support employees. **The University may also consider other factors including those listed in Section A above. Additionally, the department, program or unit may consult with Unit 18 faculty.**

B. OTHER ASSIGNED DUTIES

1. In determining workload, the University shall provide workload equivalencies to a **Unit 18 faculty** whenever ~~she~~ **they are** required or clearly expected by the University to perform duties in addition to ~~her/his~~ **their** assigned teaching duties, as set forth in A.2., A.3., and A.4. above, and that are neither provided for in the **Unit 18 faculty member**'s appointment percentage, the IWC assigned to the course, or compensated for under another title. Normally, a **Unit 18 faculty member** employed at less than 100% appointment shall be compensated via equivalencies. Such equivalencies shall be based

on the **Unit 18 faculty member**'s annual salary rate. However, should a campus practice be to acknowledge these duties by other forms of compensation, then it may continue to do so instead of providing an equivalency. Below is a representative list of such duties:

- a. Committee work for department or program, e.g., standing personnel committee, curriculum development committee, exam committee. (It would not include review committees such as an excellence review committee).
- b. Designated service as an advisor or mentor to undergraduate students and graduate students, e.g. thesis or dissertation adviser, undergraduate majors, honors work, or training of Teaching Assistants.
- c. ~~Provision~~ **Supervision** of independent study courses.
- d. **Administering, proctoring and/or grading** ~~Administration of~~ placement **or proficiency** examinations, e.g., writing, languages, arts, or music.
- e. **Coordinating** ~~ation~~ and **supervising** of extracurricular **student** activities **or projects**, e.g., student publications, student organization, field trips, performances, exhibits, fundraising, and special events.
- f. Developing ~~ment~~ and coordinating internships.
- g. ~~Course coordination~~ **Coordinating courses and/or programs** for instructional offerings that are delivered via multiple instructors and sections, e.g., administrative scheduling for locations and times of sections, coordination of laboratory facilities, development, compilation and management of common course materials.
- h. Course, curriculum or program development, e.g., on-line instructional materials, course redesign, or website content.
- i. Special advising, tutoring and coaching, or community outreach programs sponsored by a program or department, e.g. interactions or meetings between language and music faculty and students outside of office hours.

- j. **Conducting multiple peer observations and evaluations per academic year.**
- k. **Designing and conducting programmatic assessments that occur outside of scheduled class time.**

This list of duties is not exhaustive. Equivalencies may be awarded in any situation where a **Unit 18 faculty** is required or clearly expected by the University to perform duties in addition to his or her assigned teaching duties.

- 1. **Equivalencies shall not be calculated such that they deny Unit 18 faculty a full-time (100%) appointment.**
- 2. **Equivalencies that are foreseeable shall be included in appointment letters.**
- 3. **The University shall document when there is a change in a Unit 18 faculty's IWC.**

C. WORKLOAD POLICIES

1. **Each campus shall post workload policies on-line either centrally or by each department, program or unit. The workload policy shall include the number of IWC required for a full-time Unit 18 appointment and the IWC for individual courses and/or categories of courses. The workload policy may include regularly provided course equivalencies, where applicable.**

- a. **Departments, programs, and units shall post workload policies in terms of IWCs no later than 120 days from ratification.**
- b. **Section E of this Article does not apply when the University posts the existing IWC values with no changes to the underlying valuation.**

2. **Department, program or units shall repost workload policies when there are changes to the policies**

D. WORKLOAD AVERAGING ACROSS QUARTERS OR SEMESTERS

The University may, at its sole, non-grievable discretion, average a **Unit 18 Faculty**'s workload over two or more adjacent quarters or semesters.

Although the **Unit 18 Faculty**'s workload in a term may exceed 100%, the total appointment shall not exceed 100%. Under no circumstances shall a **Unit 18 Faculty** teach more than three courses in a term.

E. CHANGES TO EXISTING WORKLOAD

If the University proposes to change the workload value assigned to an existing instructional course or offering or the maximum Instructional Workload Credit (IWC) for a department or campus, the University shall provide at least **thirty (30)** calendar days' written notice to the Union and offer to meet and discuss prior to implementing any proposed changes.

F. ESTABLISHING IWC'S FOR NEW COURSES OR INSTRUCTIONAL OFFERINGS

For new courses that have been approved by the campus Committee on Courses and Instructional Offerings for which there is no IWC or equivalency, the University will establish an IWC or equivalency according to the factors set forth in Section A. above. The University shall offer to meet and discuss prior to implementing the IWC or equivalency for a new course or instructional offering. **Unit 18 Faculty** may consult by providing written or oral comments and suggestions regarding workload values to their departments.

G. MEET AND DISCUSS SHALL NOT DELAY IMPLEMENTATION

The University's obligation to meet and discuss under Sections ~~B. and C.~~ **D and E** shall not delay the assignment of a **Unit 18 Faculty** to the course or offering or the commencement of actual instruction.

H. UNASSIGNED DUTIES

Any duties not assigned to, or clearly expected by the University of, the **Unit 18 Faculty** shall not be considered as part of the instructional workload.

I. WORKLOAD FOR NON-LECTURER TITLES

The workload of the unit member in non-lecturer titles as defined in Article 5 — Description of Unit Titles, shall continue to be determined in accordance with current campus procedures **that are in effect as of the ratification date of this Agreement**. Should the University propose changes to these campus procedures, the University will meet and discuss over the changes.

J. SUMMER SESSION

The instructional workload for Summer Session is established under Article 23 — Summer Session.

K. OFFICE HOURS

Unit 18 Faculty shall maintain office hours in accordance with the policies of the department, program or unit.

L. ENFORCEMENT

1. The following matters shall be subject to Article 32 — Grievance through Step 2 but not Article 33 — Arbitration:

a. Allegations by the Union and/or a **Unit 18 Faculty** that the workload value that has been assigned to a course or workload equivalency is inadequate in light of the actual work required. Until the grievance is resolved, the **Unit 18 Faculty** shall continue to perform the duties as assigned.

i. Commencing July 1, 2022, a three-member campus academic administrative panel with the authority to modify the decision of the University representative at the Step 1 shall participate in Step 2 grievance meetings, if requested.

ii. The Union shall submit a request for a panel review at the time the written appeal to the campus designated grievance officer for a Step 2 review is made. If requested, the University is solely responsible for selecting the three-member panel.

iii. The Panel's scope of authority shall not extend beyond the allegations that the workload value that has been assigned to a course or workload equivalency is inadequate in light of the actual work required.

iv. The Panel's remedial authority shall not exceed:
a): Prospective changes to IWC valuation commencing at the beginning of the term

**following the Panel's Step 2 written response;
or**

**b): Prospective modification to the existing
workload commencing the term following the
panel's Step 2 written response; or**

**c): Providing monetary relief, if any, limited to
thirty (30) calendar days prior to the date the
grievance was filed.**

**v. The Step 2 meeting, if requested, will be
scheduled no later than six (6) weeks from the date
of the appeal to Step 2. If there is a further
extension of the panel meeting, the University and
the Union shall reach a mutual agreement.**

**vi. The Panel's decision shall be issued in writing
in compliance with Article 32 – Grievance
Procedure, Section E, Paragraphs 5. a. 1. and 5. a.
2.**

2. The following matters shall be subject to Article 32 — Grievance and Article 33 — Arbitration:
 - a. Alleged violations in regards to the procedural applications of this article if any;
 - b. Claims by a ~~an~~ **Unit 18 Faculty** with a 100% appointment that the total IWC established by the department or campus for those courses that comprise ~~the her/his~~ assigned workload exceeds the department or campus maximum IWC. In any arbitration involving such a claim, the arbitrator's authority shall be limited to determining whether the **Unit 18 Faculty**'s assigned workload exceeds the department and/or campus maximum. The arbitrator shall have no authority to review whether the University allocated the proper IWC to a specific course or instructional offering;
 - c. Claims by a ~~an~~ **Unit 18 Faculty** that ~~she~~ ~~he~~ ~~the~~ **Unit 18 Faculty** is entitled to a workload equivalency pursuant to Section B., above

- d. The following matter shall be subject to Article 32 — Grievance and Article 33 — Arbitration, both of which can only be filed by the Union, with limitations as outlined below:
 - 1) Allegations that the University materially increased the amount of work associated with an instructional offering or other assigned duty and the University failed to direct a modification that addresses such increase in workload. Until the grievance is resolved, the **Unit 18 Faculty** shall continue to perform the duties as assigned.
 - 2) The specific charge of the arbitrator shall be to make a quantitative assessment of the sufficiency of the modification mandated by the University.
 - 3) The arbitrator shall not substitute **their** ~~his or her~~ judgment for the academic judgment of the University.
3. The arbitrator shall not have the authority to designate the appropriate IWC for an instructional offering or other assigned duty.