

**CFA Proposal #2 for Article 20  
July 30, 2021**

**[This proposal consists of changes we proposed in separate proposals covering course caps, Counselor to student ratios, Librarian workload and Exceptional Service awards, and a new proposal regarding Reduction in Instructional Assignments for New Probationary Faculty, with highlighted, bold, underlined text indicating our continued interest in changes to the article. Bold, underlined text, no highlighting, represents acceptance of terms set out in the CSU's April 23, 2021 proposal.]**

ARTICLE 20

WORKLOAD

Instructional Faculty: Professional Responsibilities

- 20.1
- a. The primary professional responsibilities of instructional faculty members are: teaching, research, scholarship, creative activity, and service to the University, profession and to the community.
  - b. Faculty members have additional professional responsibilities such as: advising students, participation in campus and systemwide committees, maintaining office hours, and/or opportunities for student consultation connected to online teaching, working collaboratively and productively with colleagues and participation in traditional academic functions.
  - c. The performance of instructional responsibilities extends beyond duties in the classroom and includes such activities as: preparation for class, evaluation of student performance, syllabus preparation and revision, and review of current literature and research in the subject area, including instructional methodology. Research, scholarship and creative activity in the faculty member's field of expertise are essential to effective teaching. Mentoring students and colleagues is another responsibility that faculty members are frequently expected to perform. Just as faculty members may teach online, they may perform other duties online, pursuant to campus policies.
  - d. The professional responsibilities of faculty members include research, scholarship and creative activity, which contribute to their currency, and the contributions made within the classroom and to their professions. The professional responsibilities of faculty members are fulfilled by participation in conferences and seminars, through academic leaves and sabbaticals that provide additional opportunities for scholarship and preparation, and through a variety of other professional development activities.

- e. The parties understand that instructional faculty members may not normally participate in all activities identified in this Article during each academic term or year.
- 20.2
- a. The composition of professional duties and responsibilities of individual faculty cannot be restricted to a fixed amount of time, and will be determined by the appropriate administrator after consultation with the department and/or the individual faculty member.
  - b. The instructional assignments of individual faculty members in the classroom, laboratory, or studio will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member. The department or other appropriate unit's overall instructional or course assignments shall be consistent with department and student needs.
  - c. The scheduling of academic leaves, sabbaticals, and other professional responsibilities will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member and shall be consistent with campus policies on such matters.
  - d. The parties agree to continue the current practice regarding the calculation of Weighted Teaching Units for the purpose of determining time base for both appointment and benefits eligibility. A part-time lecturer employee assigned additional Weighted Teaching Units (WTUs) shall be compensated at his/her regular rate of pay for all WTUs assigned.
- 20.3
- a. Members of the bargaining unit shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule.
  - b. In the assignment of workload, consideration shall be given at least to the following factors: graduate instruction; online instruction; activity classes; laboratory courses; supervision; distance learning; sports; and directed study. Consideration for adjustments in workload shall be given to at least the following: class size/number of students; course and curricular redesign; preparation for substantive changes in instructional methods, including development of online and hybrid courses; research, scholarly, and creative activities; advising; student teacher supervision; thesis supervision; supervision of fieldwork; service learning; student success initiatives; assessment and accreditation activities; and service on department, college, or University committees.
  - c. In determining what is "excessive" or "unreasonable" under this section, the items listed under 20.3(b), as well as the number of students seeking to take courses in the academic area, the distribution of student enrollment, the level of support provided the program, and the effects of the introduction of new instructional technologies, and the prior practices of the University shall be among the primary

elements to be considered. The parties agree that consideration of the prior practices of the University shall include the calculation of Weighted Teaching Units in prior years.

- d. **The parties agree to use EP & R 76-36 to set course caps when a campus's academic senate has not standardized course caps. These caps may only be waived on a case-by-case basis, and only when agreed to by the faculty member assigned a particular course.**

#### Work Year

- 20.4 The work year of an academic year employee shall not exceed one hundred eighty (180) workdays or days in lieu thereof. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred eighty (180) days. The campus academic calendar shall establish workdays of academic year employees.

#### Ten (10) Month Work Year

- 20.5 The work year of a full-time ten (10) month employee shall be the number of fiscal year workdays within the assigned ten (10) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned ten (10) months. The appropriate administrator shall determine the ten (10) months of an employee's work schedule.

#### Twelve (12) Month Work Year

- 20.6 The work year of a full-time twelve (12) month employee shall be the number of fiscal year workdays within the assigned twelve (12) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned twelve (12) months.

#### Work Hours – Casual Employment

- 20.7 Casual employment employees may be assigned on an hourly or a per job basis.

#### Substitute Assignments

- 20.8 A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be up to twenty (20) days, shall be compensated at the faculty substitute rate. Temporary substitute assignments of a longer duration, which shall normally be greater than twenty (20) days, shall be compensated by an appropriate workload reduction as soon as practicable or, if the employee is not employed in the next academic term, the employee shall be appropriately compensated upon separation for the class hours taught. For compelling reasons, a faculty employee may decline such an assignment. Nothing in this provision shall preclude faculty employees from

making informal voluntary substitute arrangements of short duration with a University colleague, subject to the approval of the department chair.

#### Librarian Faculty Unit Employees: Assignment of Responsibility

- 20.9 The assignment of a librarian faculty unit employee may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on systemwide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. The nature of such assignments shall correlate closely with activities expected of librarian faculty unit employees to qualify for retention, tenure, and promotion and, following tenure, activities expected of librarian faculty unit employees in order to maintain their role as contributing members of the bargaining unit. Such assignments shall be made by the appropriate administrator after consultation with the librarian faculty unit employee.
- 20.10 A librarian faculty unit employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the librarian faculty unit employee shall be sought. A librarian faculty unit employee shall be reimbursed for approved expenses incurred by such assignment at off-campus locations. Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

#### Counselor Faculty Unit Employees: Assignment of Responsibility

- 20.11 The assignments and responsibilities of a counselor faculty unit employee may include but shall not be limited to individual counseling, group counseling, consultation and referral, case management (including record keeping), intern training and supervision, teaching, service on systemwide and campus committees and task forces, and activities that foster professional growth including creative activity and research. The nature of such assignments shall correlate closely with activities expected of counselor faculty unit employees in order to qualify for retention, tenure/ permanency, and promotion, and after tenure/permanency, activities expected of counselor faculty unit employees in order to maintain their roles as contributing members of the campus community. Such assignments shall be made by the appropriate administrator after consultation with the counselor faculty unit employee. This consultation shall include consideration of the amount of time necessary for the successful completion of counselor responsibilities within the counselor workweek. All such counselor faculty unit employee assignments and schedules shall be made pursuant to provision 20.15.

**a. Counselors may be assigned direct services as part of their workload not to exceed 65% of their time. Such direct service shall include, but not be limited to individual, couples, family, and group therapy; intern training and supervision; referral and follow-up; triage and assessment; crisis intervention; and outreach and prevention activities.**

**b. Adequate time should be allocated for non-direct service activities.**

**c. Every effort should be made to maintain minimum staffing ratios in the range of one FTE [faculty] member (excluding trainees) for every 1,000-1500 students.**

Librarian and Counselor Faculty Unit Employee Assignments and Schedules

- 20.12 At the request of a counselor or librarian faculty unit employee, the appropriate administrator shall discuss present assignments and future assignments with the counselor or librarian faculty unit employees. Assignments pursuant to this Article shall be made by the appropriate administrator.
- 20.13 The affected librarian or counselor faculty unit employee may request a particular work schedule, specifying times and locations in which work is to be performed. All such schedules shall be subject to approval by the appropriate administrator.
- 20.14 A librarian or counselor faculty unit employee shall normally be required to be on campus on his/her workdays as defined by his/her work year or work schedule pursuant to 20.13. **However, due to the nature of librarian work (often performed remotely or without face-to-face interaction or direct supervision) and remote counselor work as well, the parties recognize that librarians and counselors need not be on campus to perform their duties.**
- 20.15 The Assignment/Schedule of a full-time librarian or counselor faculty unit employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time librarian or counselor faculty unit employee.
- 20.16 A librarian faculty unit employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one (1) or more fiscal years on a ten (10) month basis. A librarian faculty unit employee shall provide written notice to the appropriate administrator at least six (6) months prior to the proposed effective date of the 10/12 work plan.
- 20.17 A librarian faculty unit employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a librarian faculty unit employee has filed a notice of election and been approved to participate in the 10/12 work plan for more than one (1) fiscal year, an alteration of one (1) or more fiscal years from those originally chosen shall be subject to approval by the President.
- 20.18 A 10/12-work plan yearly schedule shall provide that the appropriate periods of time in work status and non-work status shall be scheduled within one (1) fiscal year.
- 20.19 During an initial year of employment, a yearly schedule for a librarian faculty unit employee in the 10/12 work plan program shall normally be ten (10) consecutive pay periods in work status followed by two (2) consecutive pay periods in non-work status.

In subsequent years, the two (2) months in non-work status need not follow the ten (10) months in work status.

- 20.20 At the time of election and approval to participate in the 10/12 work plan, the librarian faculty unit employee shall identify the two (2) months in non-work status. The appropriate administrator shall approve the two (2) month period unless it is determined by the appropriate administrator that library operations will be impaired. Should this occur, the appropriate administrator shall designate at least two (2) alternate two (2) month periods from which the librarian faculty unit employee will choose one (1).
- 20.21 A librarian faculty unit employee participating in the 10/12 work plan shall receive his/her ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.
- 20.22 A librarian faculty unit employee moving from a twelve (12) month status to the 10/12 work plan shall retain his/her salary anniversary date.
- 20.23 A librarian faculty unit employee on the 10/12 work plan shall accrue sick leave, vacation, and seniority credit during the full twelve (12) month period.
- 20.24 Ten (10) months of service by a librarian faculty unit employee in the 10/12 work plan shall constitute one (1) year of service for employment status matters, merit salary adjustment, and retirement.

#### Coaching Employees: Assignment of Responsibility

- 20.25 The assignments of a coaching employee may include, but shall not be limited to, coaching and related duties, service on appropriate systemwide and campus committees and task forces, public services, teaching responsibilities and student advising.
- 20.26 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations. A 10-month or academic year coaching faculty unit employee shall not be required to perform duties outside of his/her work year.

#### Coaching Employees Assignments and Schedules

- 20.27 At the request of the coaching employee, the appropriate administrator shall discuss assignments and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.
- 20.28 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

### Coaching Employees Work Hours

- 20.29 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee.

### Department Chair Assignments

- 20.30 Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.
- 20.31 Such department chairs shall perform duties and carry out responsibilities assigned by the President.
- 20.32 Such department chairs shall be appointed by the President and shall serve at the pleasure of the President.

### Marginal Cost Funding Increase

- 20.33 The parties shall jointly work on ways they can increase marginal cost funding.

### Student/Faculty Ratio and Student/Tenure-Track Faculty Ratio

- 20.34 The California State University and the California Faculty Association agree that educational quality is a function of the number and quality of faculty resources. The parties also agree that a lower Student/Faculty ratio (SFR) and a lower Student/Tenure-Track Faculty ratio (STTFR) improve the quality of instruction.

### Academic Year Assignments

- 20.35 Academic year assignments shall consist of two (2) semesters or three (3) quarters not including summer term unless so specified in the appointment letter.

### Reduction in Instructional Assignments for New Probationary Faculty

- 20.36 To assist new probationary faculty employees with establishing their programs of research, scholarship, and/or creative activities, and carrying out other activities that would support them in meeting the requirements for retention, tenure, and promotion, the CSU agrees to fund the following reductions in instructional assignments during the first two years of a faculty member's probationary period. ~~This provision shall expire on June 30, 2017 unless specifically extended or otherwise agreed to by the parties.~~

i. During the first two years of the probationary period, probationary faculty employees ~~hired in 2014/15 and 2015/16~~ shall be assigned a maximum of eighteen (18) direct weighted teaching units on a semester campus (normally resulting in the instructional assignment being reduced by two courses per academic year **or 20% reduction in other assignments**) or a maximum of twenty-four (24) direct weighted teaching units on a quarter campus (normally resulting in the instructional assignment being reduced by three courses per academic year **or 20% reduction in other assignments**).

ii. ~~Probationary faculty employees hired in 2016/17 shall be assigned a maximum of eighteen (18) direct weighted teaching units on a semester campus (normally resulting in the instructional assignment being reduced by two courses per academic year) or a maximum of twenty four (24) direct weighted teaching units on a quarter campus (normally resulting in the instructional assignment being reduced by three courses per academic year) in the 2016/17 academic year.~~

A campus may further reduce instructional assignments below these maxima. Assigned time provided in 20.36i ~~and 20.36ii~~ shall be in addition to any provided for activities other than research, scholarship, or creative activities (e.g. assigned time for excess enrollments, assigned time for committee service). Nothing in this section is intended to reduce the amount of assigned time that a campus has agreed to provide to a probationary faculty member in their letter of appointment.

Reductions in instructional assignment under the above provisions may be banked for future use with the approval of the appropriate administrator, ~~except that all such reductions must be utilized prior to the expiration of this provision on June 30, 2017 unless specifically extended or otherwise agreed to by the parties.~~

Pursuant to provisions 20.9 and 20.11, non-instructional probationary faculty shall also receive assignments that support activities, including research, scholarship, or creative activities, expected of these faculty unit employees to qualify for retention, tenure, and promotion.

#### Assigned Time for Exceptional Levels of Service to Students

20.37 ~~For each fiscal year 2014/15, 2015/16, and 2016/17, t~~The CSU will provide a pool of \$1.3 million **(which shall increase at the rate of state-allocated enrollment growth) every academic year**, allocated based on campus full-time equivalent students (FTES), to provide assigned time to faculty employees who are engaged in exceptional levels of service that support the CSU's priorities, but who are not otherwise receiving an adjustment in workload to reflect their effort.

Assigned time from this pool may be awarded for student mentoring, advising, and outreach, especially as these activities support underserved, first-generation, and/or underrepresented students **and other practices in support of such students, including but not limited to**; the



development and implementation of high-impact educational practices; curricular redesign intended to improve student access and success; service to the department, college, university, or community that goes significantly beyond the normal expectations of all faculty; assignment to courses where increases to enrollment have demonstrably increased workload; and other extraordinary forms of service to students. **These awards are intended to address cultural taxation and recognize faculty who take on additional workload, especially those who experience cultural taxation or have a demonstrated commitment to working on issues faced by our diverse student population.**

Such adjustments shall be in addition to any adjustments already in place on a campus. Faculty members already receiving assigned time for the same general category of activity (e.g. assigned time for excess enrollments, assigned time for committee service) shall not be eligible for support from this pool for the same activities.

~~**In 2014/15, assigned time under this program shall be awarded in the spring and be based on work performed during the 2014/15 academic year.**~~ Awards shall consist of WTUs and may be banked for use in the **2015/16 next** academic year. Campuses shall establish timelines ~~for 2015/16 and 2016/17~~ so that assigned time is taken during the academic year in which the activities occurred. All faculty unit employees are eligible to apply.

Academic Senates on each campus shall develop criteria and procedures for the use of the funds. Applications shall be evaluated by the appropriate faculty committee(s), which shall make recommendations to the appropriate administrator. Consideration shall be given to the items listed in 20.3 (b) and (c). Priority shall be given to applications which demonstrate that the quality of students' educational experience could not have been maintained without an increase in the faculty member's workload.

Denials shall specify the reasons. Appeals shall be heard by a faculty committee designated for the purpose. Decisions of the appeals committees shall be final and binding and not subject to Article 10 of this Agreement. **Awards granted after appeal in 2014/15 and 2015/16 shall be funded from the pool allocated for this program in the subsequent fiscal year and shall not exceed 10% of the annual pool.** Any unused funds from this program ~~in 2014/15 or 2015/16~~ shall roll over for use in the following Academic Year. **Appeals in 2016/17 must be funded from the available funds for 2016/17, including any rollover from previous years.**

Campuses shall expend all funds allocated to them under this program. Each campus shall provide an accounting of expenditures for this program for the prior fiscal year by no later than November 1 of the subsequent year. For accounting purposes, costs of assigned time shall be calculated based on the minimum salary for assistant professor.