

## 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 in a variety of modalities, they may perform other duties in a variety of modalities, 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.

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\* This article has been updated to reflect 2023-24 reopener bargaining.

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- 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. Any faculty member who believes they have been assigned an excessive or unreasonable workload (including an excessive student load) may request to meet with the appropriate administrator regarding such assignment. Faculty members are encouraged to request the meeting as soon as the concern is known. The appropriate administrator shall meet with the faculty member within ten (10) days of such a request, and should provide a response within five (5) days of the meeting. Meeting with an administrator is not required in order to file a grievance over Article 20. **No faculty shall be penalized for refusing to teach a large class.**
  - 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 their regular rate of pay for all WTUs assigned.

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- 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; course modality; 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 or course modality; 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 (WTUs) in prior years. **Additional WTUs shall be offered when new preparations, due to change in content, modality, and other factors, are significant and shall be compensated at a rate of one (1) WTU for every forty-eight (48) hours of work.**
  - 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 temporary, case-by-case basis, and only when agreed to by the faculty member assigned a particular course.**
  - e. **In addition to the requirements set out in 20.2b, the CSU shall not unilaterally increase enrollments for courses without explicit pedagogical justification as well as extra compensation or other mitigation (student assistants, graders, and the like).**

- 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.

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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 **a.** 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

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maintain their roles as contributing members of the campus community. Such assignments, including adequate time for non-direct service activities, 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.

**b. When Direct Service is assigned as part of the counselor faculty member's workload, it shall not exceed more than 65% of the total workload for the counselor faculty member. Direct service shall include any service with or on behalf of students, including, but not limited to:**

- 1. Individual, couples, and group/workshop counseling sessions**
- 2. Crisis and triage appointments**
- 3. Outreach and prevention programming (e.g., workshops, trainings, classroom presentations)**
- 4. Drop-in or informal student support spaces**
- 5. Clinical supervision of pre-licensed interns or practicum students**
- 6. Case management services**
- 7. Consultation with faculty, staff, parents, or student leaders concerning student well-being.**

**c. Student mental health services expenditures include, but are not limited to, additional counselor faculty and appropriate staff.**

**d.** The parties recognize the importance of adequate student mental health resources. Campuses that have less than 1 FTE counselor (excluding trainees) for every 1,000 to 1,500 students, ~~should endeavor to~~ **shall** reach this goal by **September 1, 2027**. The parties agree to meet in 2026 to discuss the CSU's efforts to increase counselor staffing.

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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 a. A counselor faculty unit employee ~~who is employed on a twelve (12) month basis~~ may request to ~~be employed on~~ **change their appointment to be on** an academic year basis, ~~or a ten (10) month basis, or a twelve (12) month basis.~~

A counselor faculty unit employee shall provide written notice to the appropriate administrator of such a request, at least six (6) months prior to the **proposed effective start date** ~~of the requested effective academic year.~~ **The six (6) month notification requirement may be waived by the appropriate administrator.**

Approval of the request **and the effective date** is at the discretion of the appropriate administrator, ~~and the academic year or ten (10) month assignment may be changed (converted back to twelve (12) month basis) based on the operational needs.~~ If the appropriate administrator denies the request the appropriate administrator will provide a written reason as to the denial to the counselor faculty unit employee within thirty (30) days of the request. ~~The appropriate administrator must provide a written reason if the academic year or ten (10) month assignment is changed (converted back to twelve (12) month basis) at least six (6) months prior to the start date of the effective academic year.~~

b. **Based on operational needs, the appropriate administrator may convert the Counselor back to their original appointment (academic year, 10 month, or 12 month); as long as the appropriate administrator provides a written reason at least six (6) months prior to the effective date.**

c. **Provision 20.13 b shall only apply to counselor faculty unit employees that had requested a change pursuant to provision 20.13**

d. **Provisions 20.18, 20.21, 20.22, 20.23, and 20.24 shall apply to counselors on ten (10) month appointments.**

- 20.14 A librarian or counselor faculty unit employee shall normally be required to be on campus on their workdays as defined by their work year or work schedule. A librarian or counselor faculty unit employee may request a particular work schedule, specifying times and locations (including telework) in which work is to be performed, **including at least one day of remote or telework per week.** All such schedules shall be subject to approval by the appropriate administrator, **but shall not be denied without reasonable justification.**
- 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



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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 their 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 their 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 their 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~~ a department election for the assignment. All faculty members in a department shall be invited to vote in department chair elections. No administrator shall serve as department chair.

Depending on the needs of the department and the programs therein (e.g. consolidation of departments, or departments with multiple programs), a department may design positions of "co-chair," "vice-chair," or "associate-chair" to be approved and implemented by the president.

In the case where two or more department leaders coordinate to split both the chair responsibilities and the assigned time for a given chair term. Responsibilities of each co-chair shall be clearly delineated in the request submitted to the president and after formal department approval. Compensation for each co-chair shall be of equal proportions of that which is described in 31.27 and 31.28.

Responsibilities of any vice-chair or associate-chair position shall be clearly delineated in the request submitted to the president and after formal department approval. Compensation for each vice-chair or associate-chair shall be proportional to the amount of WTU assigned time as described in 31.27 and 31.28.

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20.31 Such department chairs shall perform duties and carry out responsibilities, **consistent with prior practice**, 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** **Tenure Line** Faculty

20.36 **Tenure line faculty and some temporary faculty are expected to commit considerable time and effort, and are evaluated for, research, scholarship, and creative activities in addition to direct instruction and service. When faculty are expected to demonstrate achievements in research, scholarship, and creative activities, they shall receive reduced instructional assignments to do so. This new contract provision shall not disturb any current practice on any campus of assigning additional indirect WTUs to tenure line faculty, as those practices are intended to support specific RTP requirements faculty must meet.**

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~~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~~

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~~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.~~

~~i. During the first two years of the probationary period, probationary faculty employees 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 assignments for non-instructional faculty) 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 assignments for non-instructional faculty).~~

~~A campus may further reduce instructional assignments below these maxima. Assigned time provided in 20.36i 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.~~

~~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.~~

**a. 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 assign workloads of no more than 60% direct instruction.**

**b. To assist associate and full professor faculty employees with maintaining their programs of research, scholarship, and/or creative**

**activities, and carrying out other activities that would support them in meeting the requirements for promotion and post-tenure review, the CSU agrees to assign workloads of no more than 60% direct instruction.**

Assigned Time for Exceptional Levels of Service to Students

- 20.37 For each fiscal year of this agreement, CSU campuses will collectively provide 900 Weighted Teaching Units (WTUs) 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. The allocation of awards shall not result in less than 3 WTUs for any individual campus.

Exceptional service awards are intended to recognize faculty who have a demonstrated commitment to working on issues faced by our diverse student population. Assigned time from this pool should be awarded to faculty for mentoring, advising, and outreach, to support underserved, first-generation, and/or underrepresented students and other practices in support of such students, including those caused by cultural taxation. This support includes but is 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.

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.

Awards shall consist of WTUs and may be banked for use in the next academic year. Campuses shall establish timelines so that assigned time is taken during the academic year in which the activities occurred. All faculty unit employees are eligible to apply.

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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 shall be funded from the subsequent fiscal year's obligation for this program and shall not exceed 10% of the annual obligation. Any unused WTUs from this program shall roll over for use in the following Academic Year.

Campuses shall assign all WTUs designated for this program. Each campus shall provide an accounting of assigned time for this program for the prior fiscal year by no later than November 1 of the subsequent year.

Assigned Time for Temporary Faculty Unit Employees Performing Institutional Service

20.38

**The parties recognize that temporary faculty unit employees are increasingly called upon to perform various forms of service to the university. Faculty on temporary appointments shall be compensated in bankable WTUs for non-instructional work assignments including service, advising, and governance assignments (including elected or selected positions on campus or statewide academic senates or other committees).** ~~For each fiscal year of this agreement, CSU campuses will collectively provide a pool of 500 WTUs for each academic year, allocated based on campus full-time equivalent students (FTES), to provide assigned time to Temporary Faculty Unit Employees who perform institutional service that support the CSU's priorities.~~ Such WTUs shall not be included as part of a temporary faculty member's future entitlement base, except where such WTUs were utilized to satisfy the time base entitlement. ~~The allocation of the assigned time will be determined by the President (or designee), and the decision shall be final.~~ **For faculty on full-time temporary appointments, 36.5 shall also apply. This contract provision shall not reduce any current practice on any campus regarding non-instructional work assignments**

including service, advising, and governance assignments. Nothing in this article shall be used to deny service opportunities to faculty on temporary appointments. Campuses shall report, on an annual basis, to the local CFA chapter the total service WTU supplied to faculty on temporary contracts.

The allocation of the pool shall not result in less than 3 WTUs for any individual campus.

### Faculty Inclusion Fellows

20.39 Every campus shall appoint and compensate (commensurate with demand and need) at least one Faculty Inclusion Fellow (FIF) to advise faculty on compliance with disability accommodations requests for students. This FIF shall assist faculty with revising syllabi, adapting classroom space, adopting technological best practices, proctoring exams due to accessibility needs, and other tasks that are required for the CSU to properly accommodate students.