

ARTICLE 24 INSTRUCTIONAL WORKLOAD

A. INSTRUCTIONAL WORKLOAD CREDIT SYSTEM

1. The University shall follow the transition plan (Appendix 1) for meeting and conferring in order to recalculate IWCs pursuant to this article. All recalculated IWCs will be memorialized in the common Workload Chart.
2. All campuses, departments, units, and programs shall use the IWC (Instructional Workload Credit) system for all Unit 18 faculty, in all title codes.
3. For each course, the enrollment cap shall not exceed the average enrollment cap for that course during academic years 2022-23 through 2025-26.
4. In determining IWC valuation, the University shall recognize and account for: the time and effort needed to perform one's instructional duties in alignment with the standards and criteria provided in Article 31; established best practices in the relevant discipline or field regarding class size and/or level of ASE support; complying with academic responsibilities listed in Article 3; and complying with university student support measures (e.g. student disability accommodations, referrals to student judicial affairs, etc.).
5. The IWC value established in the Workload Chart shall reflect the expected workload for the course or instructional offering, in compliance with B2, B3, and B4.
6. The University will take the entirety of the **Unit 18 faculty member's** work assigned into consideration when determining IWC. [moved from 24.A.3]
7. Two or more sections of a course taught by one Unit 18 Faculty member shall have the same IWC as two or more sections of a course taught by multiple Unit 18 faculty. [moved from 24.A.2]
8. IWCs shall not be calculated in an arbitrary, capricious or discriminatory manner, or for the purpose of preventing a Unit 18 faculty member from attaining a 50% or 100% appointment.

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9. When a department, unit, or program has multiple offerings of the same course to distribute among Unit 18 faculty, the University will make a good faith effort to minimize the number of unique preparations assigned unless the Unit 18 faculty member agrees otherwise.
10. In the event that a course is cross-listed in another department, unit, or program and receives different IWC calculations in the two departments, the Unit 18 faculty member shall receive the higher of the two IWC calculations.
11. A Unit 18 faculty member whose total annual workload is below 100% may, with mutual consent of the University, accept additional teaching assignment(s) or duty(ies) that causes their total annual workload to exceed 100%. The Unit-18 faculty member shall be compensated based on a rate proportional to their current annual salary rate.
12. A Unit 18 faculty member may accept one additional instructional assignment or duty in each term by mutual agreement with the University if additional work is available and all other Unit 18 faculty members in the department, unit, or program who are qualified to teach the course or accept the duty either: a) have 100% annual appointments; or b) if below 100% annual appointment, have been offered the course or duty and declined it.
 - a. When assigning any additional work after a) and b) have been met, the University shall prioritize according to the following criteria: 1) Unit 18 faculty members who have previous experience teaching the class or performing the duty and, if 1) does not apply, 2) order of seniority as defined in Article 17.
13. For the purposes of meeting and conferring pursuant to this article, a Unit 18 faculty member on each campus, at the selection of UC-AFT, shall receive one (1) course release per term weighted at minimum 1 IWC.

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B. 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)~~ **six (6)** instructional workload credits over three (3) quarters or ~~six (6)~~ **four (4)** instructional workload credits over two (2) semesters, ~~or the equivalent.~~
 - b. **Full-time (100%)** instructional workloads may be lower, based upon the instructional workload **policy** standard **that has been agreed to between UC-AFT and** of the campus, department, program or unit.
 - c. ~~A full-time 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 **Standard** Course with One Instructional Workload Credit (IWC)
 - a. **The standard course shall be valued at one (1) IWC.** ~~For purposes of this Article, a **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, **etc.**), office hours, and/or grading (**or oversight of grading or development of grading mechanisms**) outside the class by the instructor, **communication with students outside the class, appropriate and adequate ASE support (if relevant)**, and meets a minimum of three (3) **faculty instructional** hours per week. ~~Two or more sections of a course taught by one Unit 18 Faculty member shall have the same IWC as two or more sections of a course taught by multiple Unit 18 faculty.~~ [moved to 24.A.7 above]~~

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3. Courses Valued At Other ~~More~~ Than One IWC

~~The University will take the entirety of the work assigned into consideration when determining IWC. [moved to 24.A.6 above]~~

It is recognized that some course offerings may warrant IWC valuation greater than one (1) IWC. **The following non-exhaustive, context-specific factors could merit additional IWC calculation:**

Courses with more than 3 faculty instructional hours/week; ASE supervision responsibilities; high enrollment courses (200 students or more, but could be fewer students depending on context); inadequate or inappropriate ASE support; grading-intensive classes; courses requiring unusually intensive or specialized preparation; studio or clinical instruction; or laboratory supervision or field work. 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.

4. Courses Valued at Less Than One IWC

~~b.~~ It is recognized that some course offerings may warrant IWC valuation less than one (1) IWC. **The following non-exhaustive factors could merit IWC calculation below 1 IWC: a 2-unit (or 2 hours/week) instructional offering, a 1-unit (or 1 hour/week) instructional offering, independent study class, shared instruction, a 1- or 2-unit lab or discussion section, or practicum. Any IWC calculations below one (1) IWC will not be calculated in a way that precludes 100% appointments.** 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

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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.~~

5. IWC Calculations for Non-Standard Instruction

- a. **When determining workload policies for non-standard instruction such as, but not limited to, Music, Theater and Dance, Nursing, and Dental, the University shall engage in the meet and confer process as described in this Article and consider workload policies for comparable instruction at other campuses to ensure that policies are equitable.**
- b. **Unit 18 Faculty Members in Music: All instructors who teach private lessons shall be included in the "Lecturer" job title.**
- c. **All Music Departments shall use the IWC system to determine workload for Unit 18 faculty offering one-on-one instruction, ensemble, or group studio instruction.**

6. IWC Calculations for Non-Lecturer Titles

- a. **Unit 18 faculty members may not be appointed at 0%.**
- b. **For each title code on each campus, the University shall engage in the meet and confer process as described in this Article to determine IWC calculations and shall consider workload policies on other campuses.**

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B.C. OTHER ASSIGNED DUTIES, EQUIVALENCIES

1. In determining workload, the University shall provide workload equivalencies or hourly pay as described below to a Unit 18 faculty member whenever they are required or clearly expected by the University to perform duties in addition to the instructional duties agreed upon in B above that are necessary to conform with Articles 3 and 31 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. [moved to C.2 and C.3] 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. Serving on department, program, campus, Academic Senate, University, and ad hoc committees.
- b. Meeting with, advising, and/or mentoring undergraduate students and graduate students outside of an instructional offering or regularly-scheduled office hours, e.g., serving as thesis or dissertation committee member, counseling students about courses of study, overseeing honors work, or training Teaching Assistants.
- c. Developing, administering, proctoring, and/or grading placement, proficiency, or other examinations.
- d. Coordinating and supervising student activities or projects, e.g., student publications, student organization, field trips, exhibits, fundraising, and special events.
- e. Developing, coordinating, placing and/or supporting students in-internships.
- f. Designing and developing, or helping to design and develop, new courses, curricula, or programs.

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- g. Redesigning or updating, or helping to redesign or update, a course, curriculum, or program that has been offered in the past.*
- h. Redesigning or updating, or helping to redesign or update, a course, curriculum, or program in an online or hybrid format.*
- i. Teaching multiple preps in a term or teaching a course for the first time.*
- j. Special advising, tutoring and coaching, or community outreach programs sponsored by a program or department.*
- k. Planning, leading, and/or participating in colloquia and/or workshops.*
- l. Planning for, facilitation of, and/or attendance at faculty and/or staff meetings.*
- m. Conducting peer observation and evaluation.*
- n. Writing letters of recommendation and serving as a reference for students and/or colleagues.*
- o. Participating in orientation and graduation activities.*
- p. Planning for and/or conducting programmatic assessments.*
- q. Performing service to the community that is directly related to an appointee's area of expertise.*
- r. Completing trainings.*
- s. Reviewing admissions applications.*
- t. Participating in student and faculty recruitment.*
- u. Preparation of reports and/or proposals for the department or unit.*
- v. Supervision of non-academic staff and/or students.*
- w. Coordination of courses or programs.*

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- x. **Communications, marketing, publicity, development, and/or fund-raising.**
- y. **Attendance at and participation in conferences and conventions.**
- z. **Developing and making progress on an intellectual project related to professional development in the field.**
- aa. **Performing duties historically done by non-academic staff.**
 - 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. ~~Supervision of independent study courses.~~
 - d. ~~Administering, proctoring and/or grading placement or proficiency examinations, e.g., writing, languages, arts, or music.~~
 - e. ~~Coordinating and supervising of extracurricular student activities or projects, e.g., student publications, student organization, field trips, performances, exhibits, fundraising, and special events.~~
 - f. ~~Developing and coordinating internships.~~
 - g. ~~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.~~

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- ~~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 member is required or clearly expected by the University to perform duties in addition to their assigned teaching duties.~~

2. Normally, a **For work that is valued at 0.5 IWC and above, the** 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. [moved from B.1]
3. **For work that is valued at less than 0.5 IWC, the Unit 18 faculty member shall be compensated at their hourly rate of pay.**
4. **This work shall be agreed upon with the Unit 18 faculty who will perform the work, signed by both parties, and distributed to the Unit 18 faculty member via email. The agreements shall include: Description of work, IWC or stipend amount, and Term or AY.**
5. ~~4.~~ Equivalencies shall not be calculated such that they deny a Unit 18 faculty a full-time (100%) appointment.
6. ~~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 member's IWC.~~

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6. D. WORKLOAD POLICIES

1. Each campus shall post workload policies **that align with the provisions of this article** on-line either centrally **on a campus website** or by each department, program or unit **within 60 days of ratification. Such policies shall be publicly accessible. Additionally, each campus shall notify Unit 18 faculty of where they can locate the relevant workload policy of their department, program or unit.** The workload policy shall include the number of IWC required for a full-time Unit 18 appointment and the **agreed-upon** IWC for individual courses and/or categories of courses **pursuant to B above.** The workload policy **shall also include any agreed-upon workload equivalencies pursuant to section C above.** ~~may include regularly provided course equivalencies, where applicable.~~ **The workload policy shall also be included with each Unit 18 faculty member's appointment letter as per Article 7b.D.2.iii.**
 - 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 **within 15 days of any change.**

6. E. WORKLOAD AVERAGING ACROSS QUARTERS OR SEMESTERS

For the purpose of determining benefits eligibility, the ~~The University shall~~ **may, at its sole, non-grievable discretion, average a Unit 18 faculty's workload over two or more adjacent quarters or semesters** **if doing so allows the Unit 18 faculty member to be benefits-eligible for the entire year.** ~~Although the Unit 18 faculty's workload in a term may exceed 100%, the total appointment shall not exceed 100%. Under no circumstances shall Unit 18 faculty teach more than three courses in a term.~~

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E. ~~E~~ CHANGES TO EXISTING WORKLOAD

If the University proposes to change the workload value assigned to an existing instructional course, ~~or offering,~~ **or workload equivalency,** ~~or the maximum Instructional Workload Credit (IWC) for a department or campus,~~ **or departmental expectations listed in the Workload Chart, the University shall provide written notice to UC-AFT and to any affected Unit 18 faculty members. The University shall meet and confer with UC-AFT within fifteen (15) calendar days of such notice to agree on an appropriate modification to workload and/or compensation. Any modification shall require mutual agreement of the parties. Status quo shall remain in place until an agreement is reached.** ~~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. ~~G~~ 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 if a workload policy does not currently exist in a department, unit, or program and one needs to be created for a Unit 18 faculty member to teach a class, the University shall** ~~or equivalency, the University will establish an IWC or equivalency according to the factors set forth in Section A. above. The University shall~~ **meet and confer with UC-AFT within 30 days of course approval, or the need to establish an IWC calculation, to negotiate the appropriate IWC calculation in compliance with this article** ~~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 D and E shall not delay the assignment of a Unit 18 faculty to the course or offering or the commencement of actual instruction.~~

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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.H. OFFICE HOURS

Unit 18 faculty shall maintain office hours in accordance with **the workload policy agreed to in Section A.2 above.** ~~the policies of the department, program or unit.~~

I. REGULAR WORKLOAD REVIEW

Every three (3) years by October 1st, the University shall convene a committee comprising the dean of the college or unit (or dean's designee), the department or program chair (or chair's designee), a representative number of Unit 18 faculty who teach the courses in the department or program, and UC-AFT to meet and discuss the current IWC policies in that department, program, or unit.

J. INFORMAL RESOLUTION

If a Unit 18 faculty member has a dispute about an IWC calculation assigned to a course or workload equivalency and requests to meet with the department, program, or unit to discuss the issue, an appropriate administrator with knowledge of the Unit 18 faculty's teaching assignment shall meet with the faculty member and/or

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UC-AFT within ten (10) days of such a request. The administrator shall further provide a written response to UC-AFT and/or the Unit 18 faculty member within ten (10) calendar days of the meeting. Participating in this informal resolution process is not required in order to file a grievance under this article.

L.K. ENFORCEMENT

4.——The following matters shall be subject to Article 32 — Grievance through Step 2 **and expedited arbitration pursuant to** but not Article 33 — Arbitration: **Section C. Until the grievance is resolved, status quo shall remain in effect.**

2. For all grievances filed pursuant to this section, if the grievance is not resolved when the Step Two response is issued, the Union and/or Unit 18 faculty member(s) may submit the grievance directly to expedited arbitration pursuant to Article 33 Section C. The arbitrator shall have the authority to designate the appropriate IWC for an instructional offering or other duty, make a quantitative assessment of the sufficiency of any modification, and otherwise make the Unit 18 faculty member(s) whole. Grievances may be filed for any of the following violations:

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.~~

b. Allegations by the Union and/or a Unit 18 faculty that the University has materially increased the amount of work associated with an instructional offering or other duty without providing an appropriate, agreed-upon modification to address the increase in workload.

i.——~~Commencing July 1, 2022, a three-member campus academic administrative panel with the authority to~~

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~~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.~~

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~~2. The following matters shall be subject to Article 32 — Grievance and Article 33 — Arbitration:~~

- ~~c. a.~~ Alleged violations in regards to the procedural applications of this article if any;
- ~~d. b.~~ Claims by a Unit 18 faculty member with a 100% appointment that the total IWC established by the department or campus for those courses that comprise the assigned workload exceeds the department or campus maximum IWC. In any arbitration involving such a claim, the arbitrator's authority shall **include** ~~be limited to~~ determining whether the Unit 18 faculty's assigned workload exceeds the department and/or campus maximum **and otherwise making the affected Unit 18 faculty member whole**. ~~The arbitrator shall have no authority to review whether the University allocated the proper IWC to a specific course or instructional offering;~~
- ~~e. e.~~ Claims by a Unit 18 faculty member that the Unit 18 faculty is entitled to a workload equivalency **or stipend** pursuant to Section **C. 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.~~

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~~3) The arbitrator shall not substitute their 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.~~

Appendix A: Workload Policy Transition Plan

- A. Within 30 days of ratification of this Agreement, the University shall propose IWC recalculations according to this article and notify UC-AFT. The notice shall include the University's proposed IWC re-calculations, at least ten (10) possible dates over the course of the subsequent two (2) months when the University is available to meet and confer, and who will participate in the meet and confer sessions. Participants shall be as close as possible to the department, unit, or program in which the relevant courses are housed. Within 60 days of ratification, the University shall participate in the meet and confer process for each campus or department or unit.**
- B. UC-AFT shall respond with its availability and team members within 30 days of receiving the University's notice.**
- C. During the meet and confer process, the parties agree to use a common Workload Policy Chart to detail their agreement. Both parties shall sign the agreed-upon chart.**
- D. Parties shall endeavor to complete the meet and confer process within 2 months.**
- E. The University agrees to implement the recalculated IWCs at the start of the subsequent term.**
- F. In no circumstance shall a Unit 18 faculty member lose pay as a result of moving to the IWC system or having IWCs re-calculated.**

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