

**BHE Proposal  
January 2025**

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

The engagement of each full-time member of the bargaining unit to render professional services to a State University in accordance with the provisions of this Agreement represents his/her primary professional employment. No member of the bargaining unit shall engage in any other professional activities where to do so constitutes a violation of any provision of Chapter 268A of the General Laws.

A. Workload of Faculty

1. General Provisions

Subject to the provisions of Article XII-A, the provisions of this Section shall apply to all faculty members.

a. Full-time Faculty

The workload of full-time faculty, salaried part-time faculty members at the Massachusetts College of Art and Design and the three (3) salaried part-time faculty in the English Department at Salem State University shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction, including providing a syllabus to each student and to the Department Chair access to a syllabus, in digital format, made available through the university's designated official learning management system; (3) take student attendance during class and timely completion and submission to students and the university of, at a minimum, mid-term assessments and final course grades; (4) student assistance, including academic advising; (5) continuing scholarship (as described in the provisions of Article VIII); and (6) activities undertaken by a faculty member pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

- i. participation as a professional in public service;
- ii. participation in and contributions to the improvement and development of the academic programs or academic services of the University; and
- iii. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, during the academic year, faculty members have the obligation to carry out committee assignments; to participate in scheduled orientation and registration programs; to attend University functions, including commencement, faculty, committee and departmental

meetings and convocations; to assist in the recruitment and screening of candidates for departmental positions in accordance with Article VI; to participate in and contribute to programmatic and university-level accreditation processes; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph. Subject to the foregoing provisions, members of the faculty may choose, but not be required, to participate in co-curricular activities and in any student orientation period and registration period scheduled to fall outside the academic year.

b. Part-time Faculty

The workload of part-time faculty other than salaried part-time faculty members shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction; (3) student assistance in the form of academic advising for those students in the faculty member's class; and (4) classroom activities undertaken pursuant to responsibilities as a professional. It shall also be the responsibility of each such part-time faculty member to: (1) be available to advise students in person (at a time mutually agreed upon by the student and the faculty member) or electronically; (2) provide to each student and to the Department Chair access to a syllabus, in digital format, made available through the university's designated official learning management system~~a syllabus to each student and to the Department Chair~~; (3) take student attendance during class and complete and submit to students and the university of, at a minimum, mid-term assessments and final course grades; (4) abide by the academic policies of the University; and (5) when first employed, attend an orientation session. Save as is provided in Article IV, Section C(1), teaching six (6) or fewer semester hours of credit of instruction per semester shall not constitute half-time employment.

For purposes of the Affordable Care Act one (1) semester hour of credit of instruction shall be equal to two and three-quarters (2.75) hours of work.

c. Part-time Clinical Nursing Instructors

The workload of part-time Clinical Nursing Instructors shall consist of (1) teaching workload not exceeding one section of classroom instruction during a semester (exclusive of laboratory instruction); (2) clinical supervision and instruction in clinical settings; (3) preparation for classroom, laboratory and clinical instruction including providing to each student and to the Department Chair access to a syllabus, in digital format, made available through the university's designated official learning management system~~a syllabus to each student and to the Department Chair~~; (4) take attendance during class and completion and submission to students

and the university of, at a minimum, mid-term assessments and final course grades; (5) academic advising when advisees are assigned; and (6) attendance at departmental meetings and assistance with such departmental projects as curriculum reviews and accreditation. No part-time Clinical Nursing Instructor shall be assigned or assume more than eleven (11) semester hours of credit of instruction during any academic semester.

d. Clinical Nursing Instructors at Fitchburg State University Hired prior to July 1, 2009

The workload of part-time Clinical Nursing Instructors hired at Fitchburg State University prior to July 1, 2009 may continue in the manner in place prior to July 1, 2009 for the duration of their service at Fitchburg State University, but no other Clinical Nursing Instructor shall be assigned workloads different from that prescribed in the preceding subsection c.

e. Salaried Part-time Faculty, Special Provision

If a salaried part-time faculty member is given a temporary appointment as defined in Article I, Section D(54), the appointment shall not be considered an interruption for purposes of Article XX, Section K, and the appointment shall be considered at a faculty full-time equivalency of one (1).

2. Teaching Workload

a. General

In order to enable faculty members to carry out their ~~various professional~~ responsibilities, members of the faculty shall not be required to teach an excessive number of semester hours of credit of instruction, be assigned an excessive student load or be assigned an unreasonable schedule. At Universities other than Framingham State University, twenty-four (24) semester hours of credit of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than ~~ninety-six (96)~~ semester hours of credit of instruction during the four (4) academic years 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

At Framingham State University, six (6) courses of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than ~~twenty-four (24)~~ courses during the four (4) academic years 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

Workload credits and debits existing as of June 30, 2023 (including accrued debits and credits from all prior years), shall be carried forward for purposes

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of making teaching workload assignments during the term of this Agreement.

Efforts shall be made to establish teaching schedules so that the time between the beginning of the first teaching period and the end of the last teaching period for any one (1) day does not exceed eight (8) hours and so that the teaching assignments may be made on fewer than five (5) days a week.

No faculty member shall be involuntarily assigned to teach a course or perform other related work after 4:30 p.m. or to teach a course or perform other related work on Saturday or Sunday.

A faculty member may request special scheduling in order to pursue advanced graduate study, ~~to complete a doctoral dissertation~~, to engage in scholarly research and publication or for other sound academic reasons. Such schedule shall be subject to ~~the approval of review by~~ the Department Chair ~~and the Dean~~, and ~~to approval by~~ the Vice President.

b. Calendar

~~With the exception of Massachusetts Maritime Academy, t~~he academic year shall be of nine (9) months' duration and shall commence on September 1 and end on the May 31 following. At each University, faculty teaching workload shall be assigned on the basis of an academic calendar that shall comprise not less than one hundred fifty-five (155) nor more than one hundred sixty (160) instructional days, such number of instructional days to include examination days, orientation days and, at the Massachusetts College of Art and Design, review-board days. As professionals, members of the faculty may make additional contributions for the benefit of the students and the university community. Nothing in this paragraph shall be deemed to prohibit the scheduling of student registration on instructional days during which classes are regularly scheduled.

Subject to the applicable provisions of Article VII of this Agreement, the President of each University shall annually determine the academic calendar for the following academic year and a tentative academic calendar for the next following academic year; provided, however, that any such calendar so prepared shall conform in its entirety with the terms of this Agreement.

3. Academic Advising and Student Assistance

a. Academic Advising

The parties recognize the value and importance of the fundamental role that faculty play in providing high-quality academic advising and mentorship to

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enhance student success both inside and outside the classroom. Accordingly, every full-time faculty member shall assist in providing academic advising to students enrolled at the University. Academic advising shall consist of:

- i. providing students accurate information about institutional policies, procedures, resources and programs;
- ii. assisting students in understanding the nature and purpose of higher education, their program of study, and the value of general education requirements as a fundamentally important component of their overall course study;
- iii. assisting students as they develop their educational goals by relating interests, skills, abilities and values to graduate education, careers and active citizenship;
- iv. assisting students in developing an educational plan consistent with their educational goals and objectives (including alternative courses of action, alternative career considerations, and course selection, as well as identifying the credentials necessary for their post graduation goals);
- v. assisting students in a process of ongoing evaluation toward their established educational goals and plans;
- vi. making referrals as necessary to other appropriate campus and community resources and support services;
- vii. engaging in advising that respects the diverse and individual needs and perspectives of students; and
- viii. assisting students in navigating advising technology used by the University.

During the academic year, every faculty member shall provide academic advising to students enrolled at the University as provided below:

- i. the giving of academic advice and assistance to students enrolled in the faculty member's own courses and the giving of such advice and assistance to students enrolled as majors in the department, including the giving of such advice and assistance on an individualized or group basis;
- ii. the giving of academic advice and assistance to students other than such students as are described in the foregoing subparagraph (i) whenever any such students shall have been assigned to any department for such purpose by the Vice President; where the giving

of such advice and assistance has been the practice at a University prior to the date of execution of this Agreement, such practice may continue after such date; and

- iii. participation in the pre-registration and registration of students, including the development of the individual student's schedule, when such students are those described in subparagraphs (i) and (ii) above.

During periods of normal activity in the academic year, faculty members shall maintain at least three (3) posted office hours per week, on at least two (2) separate days and during such hours shall be available in their offices to advise students on academic matters by appointment or otherwise. During the regular peak periods in the academic year, namely, the periods of pre-registration, registration, mid-term examinations and final examinations, and during any additional peak periods in the academic year, faculty members may be required to be available to advise students such that the total number of hours of student academic advising, including posted office hours of each faculty member, shall not be less than seventy-five (75) in each semester; provided, however, that the Vice President may, on the recommendation of any Department Chair, approve in writing the reduction of such total number in respect of any faculty member or members of the department in question. Determinations of when additional peak periods of activity occur in the academic year shall be made by the Vice President after consultation with any appropriate Department Chair or Department Chairs.

The assignment of individual student advisees to each faculty member shall be done by the Department Chair of each department. The Department Chair, in consultation with the Vice President, shall be responsible for coordinating the student academic advising hours of all members of the faculty of the department so that academic advising shall be available to students five (5) days a week during peak periods in the academic year. Each faculty member shall arrange to meet with his/her assigned student advisees at least twice each semester and at such other times as are requested by such advisees. Each Department Chair and the Vice President shall meet once each semester to coordinate academic advising procedures and to ensure adequate academic advising for students.

If a faculty member is assigned more than thirty (30) advisees at the commencement of an academic semester, he/she may elect to treat the advising in excess of thirty (30) advisees as a contribution to the professional growth and development of the university community in accordance with Article VIII, Section (A)(1)(b)(ii), of this Agreement.

- b. Student Assistance

Any faculty member who shall have agreed thereto may be assigned by the Vice President, after consultation with the Department Chair of such faculty member, to work in a counseling center, facility or program for the purpose of counseling individual students or groups of students regarding development skills, so called, career opportunities or guidance, the planning of educational goals and the means of achieving such goals or for any similar purpose. Any such assignment shall be made with respect to work to be performed on a weekly basis during a specific semester or semesters. Such assignment when so made shall be scheduled in accordance with the applicable provisions of subsection 4 of this Section A.

c. Training

In order to assist members of the faculty to provide academic advising and student assistance as effectively as possible, each University shall, no later than April 1, 2015, conduct a training session for faculty on the subjects of academic advising and student assistance. Such training session shall be open to all members of the faculty; members of the faculty then in the first (1st) year of a tenure-track appointment shall be expected to attend such training session.

Within sixty (60) days following the commencement of each academic year during the term of this Agreement, the University shall conduct a training session for faculty on the subjects of academic advising and student assistance; provided only that no such training session need be conducted hereunder during any academic year to which the requirements of the preceding paragraph apply. Such training session shall be open to all members of the faculty; members of the faculty then in the first (1st) year of a tenure-track appointment shall be expected to attend such training session.

d. Student Informational Questionnaire on Departmental Academic Advising

The Vice President shall, electronically or otherwise, annually administer the form in Appendix H to the students who are advisees within each department and shall, in doing so, request that such students submit the completed forms to his/her office within a reasonable time thereafter. The Vice President shall make the results available to each of the departments to which they pertain.

4. Scheduling

a. General

After consultation with the faculty member, the assignment to faculty of specific courses assigned to the department and schedules shall be made by

the Department Chair in consultation with the ~~Registrar~~-Dean and shall be subject to the approval of the Vice President.

The Department Chair shall inform each faculty member of his/her preliminary schedule in writing. The faculty member may inform the Department Chair in writing of his/her concerns, if any, with said preliminary schedule.

In an effort to equitably distribute the department's workload in assigning specific courses and schedules, the Department Chair shall consider such matters as the following:

- i. the qualifications, teaching service at the University or at other accredited colleges and universities, and preferences of the faculty;
- ii. the character and content of particular courses, having regard, among other considerations, to whether any is being offered for the first time or with extensive revision and to the number of times the faculty member has taught such course in the past;
- iii. the amount of preparation required for the mode of instruction used;
- iv. the number and needs of students expected to enroll in particular courses;
- v. the number of courses that require different preparation;
- vi. special courses and projects, including courses team-taught by two (2) or more faculty members, and cooperative education programs;
- vii. other duties, due consideration being given to equivalent non-teaching duties, including service as Department Chair, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development;
- viii. supervision of student practica and clinical fieldwork; and
- ix. the need for special facilities in the teaching of any course.

Once it is established, the Department Chair shall provide each faculty member with a written copy of his/her teaching schedule for the applicable semester.

a. Prior Scheduling and Cancellation of Classes

Course scheduling should be arranged in advance in order to enable the faculty to prepare for the discharge of their teaching responsibilities.



The Vice President may change teaching schedules and cancel classes for any reason up to thirty (30) days prior to the first day of classes in any academic semester.

Teaching schedules shall not be changed and courses shall not be cancelled within the period of thirty (30) days prior to the first day of classes in any academic semester except in accordance with the requirements of this paragraph (b).

The Vice President may cancel classes and change teaching schedules during such period of thirty (30) days for unforeseen circumstances. The Vice President may also cancel classes and change teaching schedules during such period of thirty (30) days for other than unforeseen circumstances if, at least thirty (30) days prior to the first day of classes, he/she shall have given contingent notice of an intent to do so ~~and the affected faculty member shall have approved the same.~~

Any change in teaching schedules, including any cancellation of classes, that the Vice President makes during the period of thirty (30) days prior to the first day of classes may be made only after consultation with the Department Chair ~~and the Dean~~, who shall make reasonable efforts to confer with the affected faculty member. In every case, the Vice President shall notify the faculty member in writing of any such change or cancellation.

Such changes and cancellations may occur in circumstances where the faculty member or Department Chair may not be readily available. No such circumstance shall impair the right of the Vice President to effect any such change or cancellation that is otherwise permitted by this paragraph (b).

The Department Chair shall notify the Chapter President of any such change or cancellation.

Nothing herein shall limit the discretion of the Vice President to cancel classes after the start of the semester for sound academic reasons.

b. Equivalencies

For the purposes of assigning teaching workload to members of the faculty pursuant to the provisions of this Article, a "semester hour of credit of instruction" shall mean a fifty (50)-minute period of classroom instruction for one (1) fifteen (15)- or sixteen (16)-week semester (inclusive of weeks during which examinations are given) by a faculty member in a lecture, recitation or seminar, or such number of contact hours as is the equivalent of the same, as is hereinafter provided, in modes of instruction that require longer periods of time. (Whenever multiples, including fractional multiples, of such fifty (50)-minute periods are used at any University, a "semester hour of credit of instruction" shall, in any event, mean a fifty

(50)-minute component of such multiple or fractional multiple.) For the purposes of this Article, a “contact hour” shall mean a sixty (60)-minute period; provided, however, that when two (2) or more contact hours are scheduled consecutively for any mode of instruction that is measured with reference to contact hours, then the last contact hour so scheduled shall be a fifty (50)-minute period. Such equivalent modes shall be computed as follows:

<u>MODE OF INSTRUCTION</u>	<u>CONTACT HOURS</u>	<u>SEMESTER HOURS OF CREDIT OF INSTRUCTION</u>
Laboratory Instruction	up to 3	2
Physical Education	1	0.5

Activity Courses		
Shop Instruction	1	0.67
Studio Instruction	1	0.67
Maritime Responsibilities During the Academic Year	1	0.67
Critique	1	1
Nursing/Allied Health Clinical Supervision	1	0.67
	<u>NUMBER OF STUDENTS</u>	
Cooperative Education	1	0.17
Fieldwork Supervision and Internships	up to 3	1
Independent and Directed Study (including Honors Directed Study)	1	0.25
Educator Supervision	up to 2	1
Honors Thesis Supervision	1	0.5
Graduate Thesis Supervision	1	1
Undergraduate Teaching Assistant Supervision	1	0.50

The Vice President at any University may alter any equivalency for the purpose of increasing the value of the semester hours of credit of instruction accorded at such University for any mode of instruction or number of assigned students as such value was at the conclusion of the academic year 2008-2009. If a Vice President alters any equivalency hereunder, the alteration shall remain in effect for the duration of this Agreement unless the underlying condition on the basis of which the alteration was put into effect changes such that the alteration is no longer warranted.

Although the teaching of graduate courses is not technically unit work, when any member of the bargaining unit is assigned to teach a graduate course, such unit member shall be credited with four (4) semester hours of credit, as a part of his/her regular teaching workload, for each three (3) contact hours of graduate teaching.

Whenever any member of the faculty volunteers and is assigned to work in a counseling center, facility or program, however such center, facility or program is designated, for the purpose of counseling individual students or groups of students regarding basic skills, so called, career opportunities or counseling, the planning of educational goals and the means of achieving such goals, or for any similar purpose, and is so assigned on a weekly basis during any semester, every three (3) hours per week of such assignment, if assigned for the duration of such semester, shall be deemed to be the equivalent of one (1) semester hour of credit of instruction for the purposes of assigning the teaching workload of such faculty member for such semester; provided, however, that at Framingham State University twelve (12) hours per week of such assignment, if assigned for the duration of a semester, shall be deemed to be the equivalent of one (1) course.

In assigning faculty workloads in departments in which laboratory instruction is assigned as a part of a faculty member's teaching workload, Department Chairs shall consider nine (9) laboratory hours per week, and its equivalent at Framingham State University, as a guideline (and not a fixed limit) for the maximum number of such hours when assigning laboratory instruction to faculty members in such departments. In assigning teaching workload in any such department, the Department Chair shall make efforts to assign lecture and laboratory instruction on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and laboratory instruction among such faculty members and shall consult with the Department Chair concerning such efforts as shall have been made by the Department Chair to this end.

In assigning faculty workloads in departments to which physical education activity courses are assigned as part of a faculty member's teaching workload, Department Chairs shall make efforts to assign lecture and activity courses on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and activity courses among such faculty members and shall consult with the Department Chair concerning such efforts as shall have been made by the Department Chair to this end.

Notwithstanding the provisions of the two preceding paragraphs, in making assignments of lecture and laboratory instruction and in making assignments of lecture and activity courses, the Department Chair and the Vice President shall have regard to the qualifications and/or expertise of members of the faculty as such qualifications and/or expertise relate to the special needs of laboratory instruction and activity courses.

If special equipment is required in the teaching of courses (including laboratories), determination of the number of students to be enrolled for such classes shall take into account the reasonable availability of any equipment so required.

5. Nursing Programs

Except as otherwise provided in this Agreement, faculty members teaching in the nursing programs at Fitchburg, Framingham, Salem and Worcester State Universities, including unit members employed as part-time Clinical Nursing Instructors at any University, shall be assigned workloads in accordance with the practices and procedures that were, severally, in effect at each of those Universities during the 2008-2009 academic year.

6. Application to Part-time Faculty Members

Except as is otherwise provided for in this subsection 6, the provisions of Article XII shall be of no application to any person holding a part-time appointment other than as a salaried part-time faculty member. Sections A(1)(b), A(4)(c), E, F and G of this Article XII shall be of application to part-time faculty members described in Section H(3) of Article XIII during the term of this Agreement.

B. Workload of Librarians

1. General Provisions

The provisions of this Section shall apply to all librarians.

The workload of each librarian shall consist of: (1) such duties pertaining to the operations of the University Library as may be assigned to him/her from time to time by the President; (2) rendering individual and collective assistance to students, faculty and the academic community regarding the use of library facilities; (3) continuing scholarship (as described in the provisions of Article VIII); (4) working with and, where applicable, giving direction to other members of the library staff; and (5) activities undertaken by a librarian pursuant to his/her responsibilities as a professional in the following areas:

- a. participation as a professional in public service;
- b. participation in and contributions to the improvement and development of the academic programs or academic services of the University as those programs or services relate to the library; and
- c. participation in and contributions to the professional growth and development of the university community.

In addition to the foregoing, librarians have the obligation to render assistance to students by instructing them regarding the uses and resources of the library; to assist members of the faculty, where appropriate, by helping with the compilation of course bibliographies and with the preparation of specific course assignments related to bibliographies and to library resources; to participate in orientation programs and information literacy instruction; to assist with faculty research; to

serve as liaison with academic departments; and to participate in library consortia and cooperatives.

In discharging their duties pertaining to the operation of the University Library, librarians shall work pursuant to such schedules as are hereinafter prescribed, it being recognized by the parties that librarians have the obligation, among others, to carry out committee assignments in accordance with the terms of this Agreement, to attend such University functions as any annual faculty meeting, convocations and commencement, and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind prescribed in the preceding paragraph.

2. Work Year

All librarians shall be employed to work a twelve (12)-month work year.

3. Schedules of Work

All librarians shall work in accordance with a schedule that shall be established by the Library Director or the Library Program Area Chair, as the case may be, subject to the approval of the Vice President. Such schedule may provide that, in the case of any individual librarian, all or any portion of his/her hours of work shall be performed at any such times as may be required by the schedule of hours during which the University Library is open for use by the university community; provided, however, that nothing herein contained shall be deemed to require that such hours of work must be restricted to the times during which the University Library is so open.

In assigning the schedules of individual librarians, the Library Director or the Library Program Area Chair shall consider such criteria as:

- a. the needs of students;
- b. the professional qualifications and expertise of each librarian; and
- c. the scheduling preference of each librarian.

For the purposes of this Agreement, thirty-seven and one-half (37.5) hours shall be the normal average weekly librarian workload, such that it shall be normal scheduling practice to assign hours of work in the library on that basis. It shall also be normal scheduling practice not to require librarians to work more than five (5) consecutive days in any seven (7)-day period or more than seven and one-half (7.5) hours, exclusive of periods taken for meals, during any single day, and to give librarians two (2) consecutive days off for each period of five (5) consecutive days worked.

In assigning schedules for evenings and weekends, the Library Program Area Chair or the Library Director shall first seek volunteers and shall make reasonable efforts

to make such assignments on a rotating basis. No librarian shall be involuntarily assigned to work on consecutive weekends or on more than two (2) nights a week.

In order to permit the undertaking of continuing scholarship, graduate study or other professional activities, a librarian may, upon written request and subject to approval of the Vice President, be granted a flexible work schedule of thirty-seven and one-half (37.5) hours to permit the undertaking of such activities described above. Such schedule shall be developed by the Library Director in consultation with the librarian and shall be subject to the approval of the Vice President.

In establishing and approving the schedule of hours during which each librarian shall be required to work, the Library Director and the Vice President shall endeavor to conform such schedule to the normal average workload and to the standards of normal scheduling practice, as described above. Whenever the Vice President shall have determined that, because of unusual circumstances, it shall be necessary to deviate from such workload and such practice, such determination shall not be arbitrary or capricious.

In the event that the schedule of hours during which any librarian shall be required to work deviates from the normal average work week or from normal scheduling practice for a period in excess of two (2) consecutive weeks, such librarian may file with the Library Director and the Vice President a written request for a meeting. Thereafter, the Library Director and the Vice President shall confer with such librarian to discuss whether some adjustment in such schedule of hours is feasible. If, after so conferring, the Vice President, in his/her sole discretion, determines that an adjustment of the schedule of hours is not feasible, he/she shall set forth the reason for such determination in writing.

A copy of the Vice President's decision shall be forwarded to the Library Director and the librarian in respect of whose schedule such decision shall have been made. The decision of the Vice President shall be final. Such decision shall not be arbitrary or capricious.

In establishing and approving the schedule of the hours of work for any librarian who is not eligible for sabbatical leave under the terms of Article XV of this Agreement, the Library Director and the Vice President shall establish such schedule so that during at least one (1) of every three (3) semesters the hours of work of such librarian shall be so arranged to permit such librarian to engage in activities that are conducive to such librarian's professional development and approved as such by the Library Director and the Vice President. In addition, the schedule of a librarian may be arranged by the Vice President to provide for the participation of the librarian in continuing scholarship or graduate study or research. Nothing in this provision shall be deemed to require any reduction in the hours of work required of any librarian by any other provision of this Section. Nor shall anything in this provision be deemed to prohibit the adoption of a like schedule in respect of any librarian to whom the provisions of this paragraph do not otherwise apply.

All librarians shall be eligible to participate in a program of professional development pursuant to the provisions of Article XIV of this Agreement, and such program may, in accordance with those provisions, permit a reduction in the weekly hours of work of such librarian.

Whenever any librarian is assigned to teach any course or courses or any portion thereof in any academic department, the weekly hours of work of such librarian that are otherwise prescribed by this Article shall be reduced in an amount which, in the determination of the Vice President, is commensurate with the number of hours required to discharge the responsibilities of such assignment; provided, however, that no such assignment shall be made without the prior written approval of the Vice President, the Library Director or the Library Program Area Chair, as appropriate, and the Department Chair of any department to which any such course is assigned.

Nothing in this subsection 3 shall be deemed to prohibit the President of any University from authorizing the scheduling of work for some or all of the librarians at such University on the basis of a four (4)-day week; provided, however, that nothing in this provision shall be deemed to permit any reduction in the hours of work of any librarian who is so scheduled.

At the request of any librarian and at the sole discretion of the President or his/her designee, the schedule and the hours of work of such librarian may be arranged pursuant to such alternative work options as part-time work, flextime, compressed work weeks, staggered work hours and job-sharing; provided, first, that nothing herein contained shall be deemed to alter or limit the authorities or obligations of any University under this Article XII; and provided further that nothing herein contained shall be deemed to cause any part-time librarian to be or become a member of the bargaining unit to which this Agreement applies.

4. Library Schedule

The schedule of hours during which the University Library shall be open for use by the university community shall be established by the President for sound academic reasons.

C. Reduction of Workload for Certain Members of the Association

In order to enable the Association effectively to discharge its duties pertaining to the administration of this Agreement, including the negotiation of a successor agreement pursuant to Section A of Article XXI hereof, the teaching workload of certain members of the Association shall be reduced subject to the following provisions:

1. The workload of the President of the Massachusetts State College Association shall be reduced by nine (9) semester hours of credit of instruction per semester.
2. The workload of the Vice President of the Massachusetts State College Association shall be reduced by six (6) semester hours of credit of instruction per semester.



3. The workload of the Treasurer of the Massachusetts State College Association shall be reduced by three (3) semester hours of credit of instruction per semester.
4. The workload of the Chair of the Massachusetts State College Association Grievance Committee shall be reduced by six (6) semester hours of credit of instruction per semester.
5. The workload of the Chapter President at Bridgewater State University, Fitchburg State University, Salem State University, Westfield State University and Worcester State University shall be reduced by six (6) semester hours of credit of instruction per semester; and the workload of the Chapter President at Framingham State University shall be reduced by three (3) courses per year.
6. The workload of the Chapter President at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy shall be reduced by three (3) semester hours of credit of instruction per semester.
7. After having received a recommendation from the President of the Massachusetts State College Association, the President at any University may reduce the workload of any official of such Association who is employed at such University and in respect of whom such recommendation is made; provided, however, that the total number of all such reductions in effect at anytime at the State Universities collectively shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction shall not be made in respect of the President of the Massachusetts State College Association. Notwithstanding the foregoing, any such reduction, if granted at Framingham State University, shall not exceed one (1) course per semester.
8. After having received a recommendation from the Chapter President at any University, the President of such University may, after consultation with the Chapter President, reduce the workload of any member of the Association in respect of whom such recommendation shall have been made; provided, however, that the total number of all such reductions in effect at any one time shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction may be made in respect of the Chapter President. Notwithstanding the foregoing, any such reduction granted at Framingham State University shall not exceed one (1) course per semester.
9. Whenever any librarian is a member of the Association to whom the provisions of this Section C apply, there shall be such reduction in the workload of such librarian as is, in the determination of the President of the University, commensurate with the applicable reduction herein provided.
10. In addition to the foregoing, two (2) members of the Association at each University, which members shall include the Chapter President, shall have their teaching workload scheduled such that they shall be free and able, during one (1) day of each

calendar month during the academic year, to attend the regularly scheduled monthly meetings of the Board of Directors of the Massachusetts State College Association. In order to provide for such scheduling, the Chapter President shall notify the Vice President in writing, not later than two (2) weeks after the election of the two (2) members in respect of whom such scheduling is to be done for the next academic year.

11. Except for any reduction granted pursuant to the foregoing subsections 7 and 8, reductions in workload granted pursuant to this Section C shall not be granted cumulatively.

D. Alternative Professional Responsibilities

Any member of the bargaining unit who, whether pursuant to Article XIV of this Agreement or otherwise, and whether at the request of the administration or otherwise, agrees to perform professional responsibilities of the following kind, namely, institutional research, service to the university community, service on inter-institutional or system-wide committees, coaching, research, and publication, service as a program area chair or the performance of administrative or other duties pursuant to the terms of any federal or other grant, may, if the Vice President approves of the performance of such responsibilities, be granted a reduction of his/her workload to facilitate the same, which reduction if so granted shall be in an amount determined in each case by the Vice President. Whenever such reduction in workload shall have been granted by the Vice President the performance of such professional responsibilities shall be subject to evaluation pursuant to the provisions of Section A of Article VIII.

Nothing in this provision shall be deemed to prohibit any member of the bargaining unit from performing such professional responsibilities, without any reduction of his/her workload, for the purpose of fulfilling any of the evaluation criteria prescribed by Section A of Article VIII.

The Vice President may grant a reduction in workload as aforesaid:

1. only if he/she shall have recorded as a term thereof the identity, by office or position, of the person who shall evaluate the unit member's performance of the alternative professional responsibility for which such reduction is to be given; and
2. only if the member of the bargaining unit in question shall have first set forth in writing a statement, in the nature of a job description, which shall detail the professional responsibilities for the performance of which such reduction is sought; provided, however, that this clause shall not be of application if such description appears in any applicable document of a grant agency or of the Board of Trustees.

Following the completion of any alternative professional responsibility for which a reduction in workload has been granted, the unit member who assumed such responsibility may submit a report thereon to the Department Chair, Library Director or Library Program Area Chair, as applicable, for use in accordance with Article VIII, Section D(1)(g) or D(3)(d), and the person earlier identified by the Vice President as being charged with

evaluating such alternative professional responsibility shall submit an evaluation thereon to the Department Chair, Library Director or Library Program Area Chair, as applicable, for use in accordance with the said Section D(1)(g) or D(3)(d).

The procedures described in the preceding paragraph shall apply in accordance with the following schedule:

1. in the case of an alternative professional responsibility of a single semester's duration, as promptly as is practicable following the end of the semester;
2. in the case of an alternative professional responsibility of a single academic year's duration, as promptly as is practicable following the end of the academic year; and
3. in the case of an alternative professional responsibility whose duration is expected to be greater than a single academic year, then as follows:
  - a. annually in the case of any member of the bargaining unit who does not hold tenure; and
  - b. not less frequently than bi-annually in the case of any member of the bargaining unit who holds tenure.

E. Closure due to Emergencies

1. As used in this Section, the following words and phrases shall have the meanings hereinafter ascribed to them:
  - a. Essential Personnel: Employees so designated from time to time by the President of the University who are required to work during a particular emergency.
  - b. Condition of Emergency: An official declaration by the President of the University as determined in his/her sole judgment and discretion that a departure from the usual operational staffing of the University and the substitution of emergency staffing arrangements is appropriate based upon inclement weather or other circumstances.
  - c. Closing: The cessation of operations for any period of time of the entire University or any portion thereof. A portion of a University may include, by means of illustration and not by means of limitation, a department, school, facility or building.
2. The President of each State University shall establish a procedure for the declaration of a condition of emergency which shall include the means by which such declaration shall be communicated to unit members.
3. The President of a University shall have sole authority to determine if a condition of emergency exists which necessitates the closing of all or a portion of the University. Only essential personnel shall be required to report to work or to remain

at work during a declared condition of emergency. All other personnel shall be excused from work without loss of pay.

4. Any designation or determination made by the President pursuant to this Section shall not be subject to the grievance arbitration provisions of Article XI. The designation of essential personnel made by the President shall not be arbitrary or capricious and may be appealed only to Step 2 of the Grievance Procedure.
5. Unit members serving as essential personnel shall be provided with compensatory release time within thirty (30) days of the date of service.

F. Compensatory Adjustment for Extraordinary Teaching Workload

When with the approval of the Vice President a bargaining unit member agrees to perform additional teaching workload to assist a department or University due to another member's sickness, injury, emergency leave or other unanticipated absence, the unit member performing the work will be compensated in the following manner:

1. In the case of a full-time unit member or salaried part-time faculty member:

<u>Time Assigned</u>	<u>Compensation</u>
5 weeks or less	one-third (1/3) of the credit of instruction
6-10 weeks	two thirds (2/3) of the credit of instruction
11 weeks or more	the full credit of instruction

2. In the case of a part-time member of the faculty other than a salaried part-time faculty member, a prorated portion of the stipend otherwise payable pursuant to Article XIII, Section H(3).

In no event shall a unit member agree to perform additional teaching workload of more than four (4) semester hours of credit of instruction per semester.

G. Unit Work

Except in the case of an emergency, the assignment of work pursuant to this Agreement, exclusive of alternative professional responsibilities (Section D), laboratory instruction or assistance, or academic advising, shall be made to unit members, except that during each semester not more than three (3) credit-bearing courses at Bridgewater and Salem State Universities; two (2) credit-bearing courses at Fitchburg, Framingham, Westfield and Worcester State Universities; and one (1) credit-bearing course at the Massachusetts College of Art and Design, the Massachusetts College of Liberal Arts and the Massachusetts Maritime Academy, may be assigned to be taught by persons who are not members of the bargaining unit.

A person who is not a member of the bargaining unit may be assigned to teach not more than one (1) credit-bearing course per academic year.

Any such person who is assigned to teach shall have the appropriate academic credentials. Such persons shall be expected to fulfill those responsibilities normally associated with classroom teaching, including holding office hours, advising students in the courses, having student evaluations of the courses administered and having the classroom observed by the Department Chair.

After registration, the Vice President shall inform the Chapter President of the name of any such person who is assigned to teach together with the course to be taught and the academic department to which the course is assigned. No unit position shall be held vacant by reason of such teaching assignment and no unit member shall be retrenched as a consequence of any such teaching assignment.

Nothing contained in this Section G shall be deemed to prohibit the assignment of unit work to non-unit part-time faculty hired specifically and solely as part-time faculty.

#### H. Official Learning Management System

Full-time and part-time faculty members are required to use the University's official learning management system to, at a minimum, provide students with access to the course syllabus, course instructions, course materials (directly or indirectly), and course assessments/grades regardless of the course's modality. This provision shall not supersede a more stringent policy in place at any of the universities relative to use of the university's official learning management system.

#### H.I. Alternative Work Arrangements

At the request of a unit member, any University may, on a case-by-case basis and at its sole discretion, make arrangements that allow a unit member to perform some or all of his/her duties and responsibilities at a location other than his/her regular, campus location. Every such arrangement shall be made with the Vice President and memorialized in a written agreement.

A University may implement a policy that requires a faculty member who has requested to teach remotely and has not attended training on remote instruction within two years of said request, to attend training on remote instruction prior to approving the faculty member to teach remotely as part of an alternative work arrangement.