



December 16, 2005

Letter to Patricia Markunas

Re: Grievance No. 03/04-05/C/A (Excess Workload Credits)

Dear Ms. Markunas:

I write at Step 2 of the contractual grievance procedure for the purpose of rendering my decision in the grievance I reference above. That grievance, a consolidated one, arises under the 2001-2003 Agreement between the Board of Higher Education and the Massachusetts Teachers Association. The Association filed it with me in my then capacity as chair of the Council of Presidents. I make my decision in that capacity and do so, therefore, on behalf of the entire Council.

By the claim it makes in its grievance, the Association asserts that certain of the Colleges -- Bridgewater, Salem, Westfield and Worcester are most saliently among them -- have assigned teaching workloads to faculty at rates (measured in semester hours of credit) that have exceeded over time the rates permitted by the Agreement (in what follows, I refer to these as "excess credits"). The contractual provisions that are most centrally relevant to the claim are found at Article XII, §A(2)(a) and (b) of the Agreement. They contain rules that prohibit each College from requiring individual members of the faculty to reach an excessive number of semester hours of credit of instruction, that measure the normal faculty teaching workload with reference to an average number (generally 24) of such credit hours annually, and that limit the number of credit hours that a faculty member can be required to teach during the five academic years from 1998-1999 to 2002-2003 (that five-year limit has rolled forward for the term of the 2004-2007 Agreement).

The information the Association has supplied me in support of its claim -- I refer to your letter of August 8, 2005 -- discloses that at all but one of the Colleges -- MCLA is the exception -- there are faculty who, at the end of each of the academic years examined, are carrying excess credits. It discloses as well that at the four Colleges I named earlier substantial numbers of faculty are carrying substantial numbers of excess credits. The source of that information is the Colleges themselves, and I find no reason to question its accuracy for present purposes.

While I refrain from finding that the Colleges, either individually or collectively, have violated the contractual provisions I cite above, I think that the Association is legitimately concerned about the extent to which members of the faculty have assumed teaching responsibilities, whether they were permitted or required to do so, that have persistently exceeded the average contemplated by the Agreement. I think as well, therefore, that the situation needs to be addressed and altered.

For that purpose I will require the following in consideration for the Association's suspending its grievance during the period I describe at item 3 below:

1. Commencing no later than the spring semester of the 2005-2006 academic year, each College shall, for that and each succeeding semester, do the following:

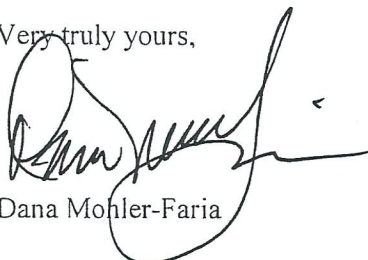
- a) assign no more than nine semester hours of credit of instruction to any faculty member who, at the time teaching assignments are made for any such semester, is carrying more than three excess credits; and
- b)
  - i) in the case of any faculty member who, at the time teaching assignments are made for any such semester, is carrying more than twelve excess credits, further reduce teaching assignments for that semester and for an appropriate number of additional ones in accordance with a plan devised by the Vice President after consultation with the affected faculty member and his or her Department Chair; or
  - ii) in the case of any faculty member who, at the time teaching assignments are made for any such semester, is carrying more than nine excess credits and is known or thought to be approaching retirement, further reduce teaching assignments for that semester and for an appropriate number of additional ones in accordance with a plan devised by the Vice President after consultation with the affected faculty member and his or her Department Chair.

2. In order to introduce some measure of flexibility into the application of the rules prescribed by the preceding item 1, a College need not strictly apply those rules during an initial transition period; every College shall comply with those rules as strictly as it judges practicable during the period ending with the teaching assignments made for the spring semester of 2008; and every College shall strictly apply those rules commencing with the teaching assignments made for the fall semester of 2008.

3. As of May 31, 2007, the Council of Presidents will review the effect that implementation of these requirements has then had on the extent to which faculty are carrying excess credits. Should something further or different be thought necessary by the Association or by the Council at that point, the then chair of the Council will be at liberty to reopen this matter and will do so at the request of the Association. Any further decision at that point will be subject to the provisions of any agreement that is successor to the existing one.

Please let me hear if you have questions concerning any of these points.

Very truly yours,



Dana Mohler-Faria

cc: Council of Presidents  
Vice Presidents, Academic Affairs