

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; (3) student assistance, including academic advising; (4) continuing scholarship (as described in the provisions of Article VIII); and (5) 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; 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 a syllabus to each student and to the Department Chair; (3) abide by the academic policies of the University; and (4) 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 a syllabus to each student and to the Department Chair; (4) academic advising when advisees are assigned; and (5) 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 several 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 seventy-two (72) semester hours of credit of instruction during the three (3) academic years 2014-2015, 2015-2016 and 2016-2017.

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 eighteen (18) courses during the three (3) academic years 2014-2015, 2015-2016 and 2016-2017.

Workload credits and debits existing as of June 30, 2017 (including accrued debits and credits from all prior years), shall be carried forward for purposes 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 the Department Chair and the Vice President.

b. Calendar

The 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

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 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.

b. 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, 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.

c. 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: