ARTICLE XVI

WORKLOAD

PART I. The Workload of the Faculty

The maximum teaching load for tenured and tenure-track faculty is 18 credit hours or equivalent contact hours as defined by the college workload committee per academic year. This maximum load is reduced to 15 credit hours or equivalent contact hours as defined by the college workload committee for research-active faculty or faculty who submit a research plan for 2010-2012 to their chair, and 12 credit hours or equivalent contact hours as defined by the college workload committee for research-productive faculty, with these terms defined as per college-specific workload agreements negotiated with the Provost as defined in Article XVI, I. The teaching load can be similarly reduced by 3 or 6 credit hours per academic year for major service efforts, in accordance with college-specific workload agreements negotiated with the Provost as defined in Article XVI. The maximum teaching load for non-tenure track faculty is 18 credit hours or equivalent contact hours as defined by the college workload committee.

All provisions of this Article not consistent with the above terms shall be considered null and void.

A. Faculty Service Requirements: General Provisions

1. Academic Year

The Academic Year shall comprise the weeks between the period bounded by September 1 and May 31 when classes and final examinations are scheduled. Its specific delineation shall be made on an academic calendar prepared in a manner and reflecting a general overall configuration that accords with established practice. The normal week shall be Monday through Friday during which time faculty shall fulfill their responsibilities to the University consistent with the provisions of this Agreement. Faculty may teach or give final exams as part of their regular workload outside normal established working days and hours only with the explicit agreement of the MSP. The MSP recognizes the need to preserve the academic flexibility and viability of programs. Accordingly, such agreement shall not be withheld unreasonably and when such administrative request is made in writing with reasons provided, written reasons for such denial shall be provided by the MSP to the University Administration.

2. Full-Time Obligation of Faculty Members

Appointment on a full-time basis obligates the faculty member to render full-time services to the University throughout the official academic year. Accordingly, faculty members shall not hold other full-time employment during the official academic year.

3. Management Prerogatives

a. Nonacademic Year Activities

It is understood that nothing in the above shall prevent the University from scheduling meetings, commencement ceremonies, registrations, or other academic events at other reasonable times - including the one-week period prior
to each semester. It is further agreed that faculty may have a moral obligation reflected in traditional concepts of academic professionalism to attend or participate in most of such events or activities, and the MSP agrees to cooperate in encouraging such participation.

b. Permissible Extra Compensation

Except where specifically prohibited or regulated elsewhere in this Agreement, it shall be permissible for the University to contract with individual faculty and professional librarians to perform specific work activity outside of the scope of this Agreement as to type of work or amount of work permitted, or outside the instructional period which is provided for by the academic calendar, or beyond established practice as to normal day and hour parameters, and to pay supplementary compensation and/or mileage for any such activity. Amounts of contracts with one individual shall not exceed 20% of base salary in a twelve month period without the explicit consent of the Chancellor of the University. All work exceeding $3000 shall be preceded by internal notice to relevant faculty or professional librarian permitting open applications (with notice once every three years for ongoing work needs), but no grievance rights of any kind shall apply to this requirement.

c. Securing Commitment to Graduate Programs

Where student demand for some University graduate programs requires the scheduling of such courses beyond normal time parameters, individual faculty may commit to the teaching of such courses and the University may enforce such commitment as a last and necessary resort on a reasonable and equitable basis, where such commitment has been or currently is a part of the understanding surrounding the hiring of an individual faculty member; and, as a last and necessary resort on a reasonable and equitable basis, for a three year period where it is required and made as part of a particular successful application for University Scholar/Professor Status, or where it is made part of permissible College scheduling devices which may be negotiated under the provisions of this Agreement.

To avoid misunderstandings, the parties recommend that any such commitment be reflected in writing in applications, individual hiring contracts, individual academic plans, College or Departmental guidelines, letters of understanding, etc. as may be appropriate.

The overall teaching schedules of such individuals shall be formulated to minimize unusual burdens to the maximum practicable extent.

d. Voluntary Teaching Outside of Regular Day, Hour, and Semester Limits

It is jointly agreed for the life of this Agreement that College Deans and individual bargaining unit faculty may enter into mutually agreeable, voluntary arrangements to teach outside of regular, established hour and day limits as part of basic university teaching obligation and workloads, provided that such arrangements do not conflict with this Agreement or valid College Workload Implementation Guidelines. These arrangements may include substituting proportional teaching during the summer terms for either Fall or Spring semesters with the approval of the Chancellor of the University and notice to the MSP.
B. Faculty Rights and Privileges

1. Assigned and Self-Directed Work

During the academic year, a faculty member’s responsibilities shall consist of both institutionally assigned activities AND self-directed professional work. The former shall be conducted at times and places as may be required by the University (cf. A.1. above) and includes classroom teaching, office hours, advising and other matters that may be required by the University under established practice in some colleges. The latter includes matters such as class preparation, keeping current with one's academic discipline, scholarly research and related activity, community service connected with one's professional area, and consulting.

2. Self-Directed Work Off-Campus

Subject to overriding institutional needs, every faculty member shall be provided an opportunity for off-campus self-directed professional activity at least one day each week. (Where this self-directed professional activity is conducted for remuneration, it is subject to the provisions of 3. below.) The invocation of overriding institutional needs may not be unreasonable, and written reasons for such invocation must be provided to the faculty member affected and to the MSP in each instance. The University shall, to the extent compatible with its other obligations and objectives, permit scheduling of faculty assignments so as to maximize meaningful opportunities for self-directed activity.

3. Consulting and Funded Research

University facilities may be utilized by faculty to engage in consulting and funded research and publication activities when these activities are conducted for professional purposes which accrue to the benefit of the University. Faculty members may not utilize university facilities for the purpose of conducting other than university related business. Subject to the approval of his or her College Dean, a faculty member may spend an average of one day per week during periods when classes are in session in on- or off-campus professional activity involving professional consulting, funded research or the like. Such approval shall not be unreasonably withheld. (It is understood that this entitlement and the entitlement mentioned in B., 2, above are not cumulative).

4. Continuing Education

a. Academic Courses

Resident unit members are entitled to teach one course per semester during the academic year in Continuing Education programs without restriction as to notice to or requirement of special approval by the Department Chair, as such faculty members may successfully obtain such teaching. In a given academic year, resident unit members also may be permitted to teach a third course in Continuing Education at the University of Massachusetts Lowell, subject to the approval of their Department Chairperson with notice to the College Dean, and may be permitted to teach a fourth course, subject to the approval of the Dean of the College and the Provost for Academic Affairs, but no more than two courses shall be taught per semester.
Teaching of Continuing Education courses at the University of Massachusetts Lowell is subject to the needs of University Continuing Education programs, the best interests of the University, and the qualifications of the individual unit member; but within these considerations, resident unit members shall receive staffing preference over nonresident instructional personnel in making teaching assignments for available University Continuing Education courses for which they are qualified.

The University recognizes the obligation to periodically review and adjust the pay rates for full-time unit members who teach in Continuing Education. The stipend for a three-credit Undergraduate course is $6,000 and for a three-credit Graduate Course is $7,000. The rates will be increased by $500 on 6/30/13 and 6/30/14.

b. Continuing Education Advisory Committee

The Office of Academic Affairs, together with the MSP President, shall name a Continuing Education Advisory Committee with which the Dean of Continuing Education shall consult as to the development of and prior to the discontinuance of established courses and programs of instruction, and as to the development of workshops, institutes and other such programs in conjunction with resident faculty. The provisions of this paragraph shall in no manner restrict management rights.

c. Workshops and Similar Programs

The participation in and remuneration from such continuing education programs shall be individually negotiated, shall be extra-contractual and permissible within established day and time parameters of continuing education programs, and such activity shall be subject only to reasonable restriction designed to prevent interference with fulfillment of basic professional responsibilities, or compliance with accreditation rules, or the like. The University agrees that its priority shall be the development in conjunction with resident unit members of projects that are mutually rewarding for the University, the unit members and the community.

C. Faculty Responsibilities

1. Academic Commitments

It is recognized by the parties that faculty members have an obligation to meet classroom commitments on time and in assigned locations, to assume committee assignments, to attend required meetings of an academic nature at the departmental, college, and university levels, to engage in scholarship, and to know and to follow such rules and regulations as are, from time to time, promulgated to the faculty by the Board of Trustees in accordance with academic governance procedures that do not involve consequential changes in the terms and conditions of faculty employment. Faculty including Department Chairs, may be required to perform work related to their primary academic function but may not be required to perform professionally inappropriate out-of-unit work as reasonably understood.

---

8 It is understood that at certain times classes and laboratories may be held at locations other than those assigned in order to make use of various desirable facilities in a manner consistent with established practice.
2. Student Advising and Office Hours:

It is acknowledged that faculty members have a duty to advise students concerning their academic programs and to be available to students enrolled in their courses at times other than scheduled class meetings. Faculty members shall maintain three office hours per week on at least two different days during periods in which classes are scheduled and maintain a minimum of five office hours per week on three days during an aggregate period of three weeks which the Office of Academic Affairs may designate during the academic semester for the purpose of strengthening pre-registration advising, provided that such three week period may not coincide with the first two weeks of classes, or the last week of classes or the period of peak mid-term exam activity.

The scheduling of office hours is to be made in consultation with the Department Chairperson, who shall ensure that University policies concerning student advisement are satisfied by proposed schedules. Approved schedules of office hours for each department member shall be published for the information of students, faculty, and Administration. Additionally, the schedule of office hours for each faculty member shall be posted in such manner as may be easily observed by students.

It is understood that after consultation with affected Chairpersons, the College Dean in a timely way may assign a Department a supplementary obligation for advising non majors when such assignments are reasonable, academically sound, and advance equity among unit members. When a Chair does not implement such advising assignments within a reasonable period of time, the College Dean may make such assignments in a reasonable manner.

The Office of Academic Affairs shall oversee and coordinate the administration of all registration activity impacting upon the unit and shall ensure full compliance with contractual requirements. The Registrar shall send the schedule book for the coming semester through the campus mail in timely fashion to each faculty member (sending at least two copies to each Department Chair) to facilitate faculty advising.

3. Registration, Admissions, Transfers, Orientation Work Outside of the Academic Year

After consultation with Department Chairs, College Deans, or their designees, registration officers (Assistant Deans, the Registrar, or others so designated) may contract with willing college faculty to provide back up for registration and similar activities outside the official academic year.

For up to three days during the month of June, and up to two days during the week immediately prior to the start of each semester (fall and spring), for five hours between 9 a.m. and 5 p.m., Department Chairs can be required to so contract, or in their discretion, to require a member or members of their department to so contract at a rate of no less than $325 a day, such rate having become effective on July 1, 2005; provided that, a memorandum giving explicit notice of the dates of such June activity and late summer activity shall be given to Chairs on or about the previous April 1 and notice of the dates for January activity shall be sent to individual Chairs on or about the previous November 1; and provided further that the designation of unit members by Department Chairs in such instances in any given year shall work no unusual burdens. Upon receipt of memoranda concerning dates for registration,
Chairs shall notify with reasonable promptness the College Dean or other designated registration officer of the names of faculty members who shall perform the contracted work in question. With the approval of the Office of Academic Affairs, additional such registration, admissions, transfers, orientation and related work outside of the academic year may be arranged for particular individuals on a voluntary basis subject to the requirements of A.,3.,b. above.

D. Course Assignments and Schedules: General Provisions

1. Schedules and Workloads

   a. In General

      The courses of the University shall be scheduled Monday through Friday, except that the University’s final examinations may be scheduled Monday through Saturday. Workloads for faculty members shall be assigned each semester at the department level by the Department Chairperson acting in consultation with appropriate members and committees of the department and shall be subject to the approval of the College Dean.

   b. Departmental Actions Not To Be Altered

      Faculty assignments made at the department level, course enrollment maximums, and other customary related departmental scheduling actions shall not be altered by any University official except the College Dean or, in unusual cases, the Provost for Academic Affairs, and then only for good reasons given in writing to the Chairperson and Faculty member.

   c. Departmental Scheduling Considerations

      Course assignments and course schedules shall be determined within the department, with due consideration of the following in reasonable perspective: seniority (most particularly in specialty courses), qualification, skill and ability of instructional personnel, equity, hardship, and the overall academic needs of the Department.

   d. Maintenance of Scheduling Matrix

      Faculty workloads shall be assigned in a manner compatible with the established overall scheduling matrix for the University and for the college and program involved, and no significant or consequential change in that scheduling matrix may be made without prior consultation with the MSP. It is understood that the University may make normal and appropriate changes in physical conditions or technical and administrative processes, but that such changes may not subvert the established overall scheduling matrix or other arrangements secured by this Agreement. Scheduling deadlines established by the Registrar for departments, and their associated procedures, may not be changed consequentially without prior consultation with the MSP. Faculty assignments will not be altered without individual faculty consent after six (6) weeks before the start of the next semester except for reasons that justify the major disturbance of the faculty members’ preparation efforts. Assignment shall not be altered after three (3) weeks before the start of the semester except in cases of enforceable and demonstrable emergency.
2. Freshman Composition Courses

Because the teaching of freshman English Composition constitutes a special University responsibility, the full time faculty of the English Department shall teach a number of freshman composition courses (42-101 and 42-102) each semester equal to two times the number of full-time faculty members in the English Department (exclusive of the Department Chairperson) with an enrollment that approaches, but does not exceed, an average of twenty-five (25) students per section. Where this is achieved and where the rest of the department’s course offerings meet University needs and achieve reasonable enrollments, the distribution of "part time" funds shall be made in such a manner that the full-time faculty shall not be compelled to teach more than the above described number of freshman composition courses and that no individual member of the English Department shall be compelled to teach more than three sections of freshman composition in any one semester.

3. Graduate Teaching Assistants, Graduate Research Assistants, and Student Assistants

The University recognizes that enrollment patterns have and will likely continue to undergo substantial changes. In order to help offset the unevenness that these shifts have caused and could continue to cause in the workload distribution among colleges, the University agrees to continue to review the distribution of Teaching Assistants and Student Assistants among the colleges and to redistribute and/or increase the number of Teaching Assistants and/or Student Assistants within resources available for this purpose. Specific attention will be paid to increasing the number of Teaching Assistantships assigned to a college which has experienced, or is projected to experience, a substantial increase of FTE students enrolled in college courses, especially college laboratory courses.

Graduate Teaching Assistants and Graduate Research Assistants are provided University grants primarily in recognition of scholarship achievement and are assigned to faculty members to assist in research, instruction, and other professional duties. Within the availability of appropriations for this purpose, the University shall make every reasonable effort to assign Graduate Teaching to regular faculty members within the college in which the graduate student is enrolled.

The allocation of Graduate and Undergraduate Student Assistants within a department will be determined by the Department Chairperson in consultation with all faculty members who express a need for Assistants. The allocation of graduate and undergraduate student assistants among departments within a college will be determined by the College Dean in consultation with the Department Chairpersons after the needs of each department have been evaluated. Allocation of Graduate Assistant positions among colleges shall be made by the Provost for Academic Affairs, after consultation with the College Deans and with the Dean of the Graduate School, with priority given to those colleges and departments demonstrating the greatest ongoing need for such assistance in order to carry out their academic programs, provided that some supplemental allocation may be made to encourage University affirmative action objectives. Such Graduate Assistants shall be limited to those departments which have graduate programs.

Undergraduate Assistant positions shall be assigned on the same basis as Graduate Assistant positions, except that there shall be flexibility in assigning undergraduates to faculty members in departments other than that of the student’s
major when mutually agreeable to the faculty member and student involved. It is understood that Undergraduate Student Assistants may not be utilized to teach or to make evaluative judgments about student course work; and it is further understood that they may perform clerical tasks, filing and errands in connection with examinations, grade records, and other sensitive material only under close supervision and on the personal responsibility of the supervising faculty member, and that in no case may such students deal with such material that affects them personally.

If possible, the University agrees to make available to each college a separate funding line to permit the hiring of graduate and undergraduate student assistants for clerical, errand, and other suitable miscellaneous purposes related to teaching, research and office assistance, etc., such funding to be distributed to the colleges in a ratio of at least one assistant for every twenty faculty each semester. This funding shall be supplemental to work study funding or to regular instructional funding which also may be used for the purpose of hiring student assistants.

E. Teaching Load for Full-Time Faculty

It is recognized by the Parties that the desirable teaching load for the full-time faculty of the University as a whole is commensurate with a 15 to 1 ratio of full-time equivalent students to a full-time equivalent faculty.

1. Designation of "Full-Time, Equivalent Student" Enrollment

The full-time equivalent student enrollment is defined as the sum of all undergraduate credits earned per academic year and divided by 30, plus the sum of all graduate credits earned per academic year and divided by 24.

2. Designation of "Full-Time, Equivalent Faculty"

In any college, the number of full-time equivalent faculty is defined as the sum of all full-time faculty positions in the percentages which such positions are allocated to that college, including department chairpersons, plus the sum of all full-time equivalent undergraduate and graduate students receiving instruction from part-time faculty per academic year, and divided by the appropriate college ratio.

3. Instructional Differentials

In determining the ratio of full-time equivalent students to faculty for each of the colleges of the University, the parties acknowledge the necessity for establishing basic instructional differentials and for providing faculty research opportunities. Accordingly, the following basic instructional differentials among disciplinary areas are acknowledged: usually low ratios of students to instructors in hospital supervision of nursing students, on-site supervision of student teacher and medical technicians, instruction in applied music, and laboratory instruction involving complex and hazardous equipment; the mix of lecture courses and laboratory or studio instruction; the mix of small and large classes; and the mix of graduate and undergraduate instruction.
F. College Teaching Loads

1. College Ratios

In order to account for the instructional differentials which exist among the disciplinary areas and to provide equitable opportunities for institutional research in all colleges, it is recognized that the teaching load in each college is commensurate with the following unit ratios of full-time equivalent students to full-time equivalent faculty.

<table>
<thead>
<tr>
<th>College</th>
<th>Unit Ratios</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>16/1</td>
</tr>
<tr>
<td>Engineering</td>
<td>13/1</td>
</tr>
<tr>
<td>Health and Environment</td>
<td>12/1</td>
</tr>
<tr>
<td>Fine Arts, Humanities &amp; Social Sciences</td>
<td>17/1</td>
</tr>
<tr>
<td>Management Science</td>
<td>16/1</td>
</tr>
<tr>
<td>Music</td>
<td>13/1</td>
</tr>
<tr>
<td>Sciences</td>
<td>14/1</td>
</tr>
<tr>
<td>University Ratio</td>
<td>15/1</td>
</tr>
</tbody>
</table>

It is also recognized that in the School of Health and Environment the following program ratios are professionally desirable, and within the established college ratio, shall be implemented:

<table>
<thead>
<tr>
<th>Program</th>
<th>Unit Ratios</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Laboratory Sciences</td>
<td>14/1</td>
</tr>
<tr>
<td>Community Health and Sustainability</td>
<td>16/1</td>
</tr>
<tr>
<td>Nursing</td>
<td>8/1</td>
</tr>
<tr>
<td>Physical Therapy</td>
<td>14/1</td>
</tr>
</tbody>
</table>

2. Ratio Override

Because of yearly fluctuations in enrollments, the number of full-time faculty, and the funds available for part-time faculty, the unit college ratios may be exceeded in a given year by up to 10%.

3. Full-Time Faculty Entitlement

Full-time faculty, taken as a whole within each college, shall not teach over the ratio established for that college and the burden of the override, if imposed, shall be born by part-time faculty. This provision shall not apply in circumstances of extreme financial exigency.

4. Calculation of Enrollment

Calculation of enrollment shall reflect the number of students enrolled in courses after the end of the drop/add period at the beginning of each semester.

5. Workload information

No later than forty-five (45) calendar days into each fall and spring semester the Office of the Provost for Academic Affairs shall inform the MSP of current student
enrollment, faculty resources, and the prevailing instructional ratios for each college.

G. Individual Teaching Loads: Parameters set by this Agreement

1. Assignment

Assignment for individual teaching loads shall be made by the Department Chairperson in consultation with members of the Department and appropriate faculty committees and subject to the approval of the College Dean.

a. In General

Individual teaching loads, except for those of Department Chairpersons, coordinators, or others receiving administrative duty reductions as specified in Article XVII must fall on or between the specified minimum and maximum levels below. In making assignments for teaching loads, the departmental and college committees (when applicable), the Department Chairperson, and the College Dean shall comply with the provisions of this agreement and either established collegially formulated guidelines or the guidelines negotiated by the Dean and unit team through the vehicle of the College Workload Implementation Committee (as provided for in this Article below), if any, for distribution of responsibilities to departments, internal allocation of college 03 funds, and the pattern of distribution of workloads for full-time college faculty, and related matters not in conflict with this Agreement.

b. Considerations

In the process of assigning individual workloads, the departmental and college committees (when applicable), the Department Chairperson, and the College Dean will consider the nature of the sections to be taught; the size of the sections; the number of course preparations; the consequences, if any, of unusually advanced graduate or difficult teaching duties; other assigned duties of the faculty member; the academic role of the individual department and the institutional research plans of the individual faculty member.

c. Basic Teaching Load for Research Faculty

A basic teaching load pursuant to the terms of this Agreement of not more than 18 credit hours per year shall be granted to all faculty members who are engaged in active research or publication. It shall be the objective of the scheduling process that such faculty taken as a group in each college should teach at a ratio not exceeding an average of 15 to 1, and that the amount of credit hours and/or student credit hours taught by such faculty as a group should be less than that which should be assigned to faculty as a group not pursuing research. The workload implementation guidelines or collegial processes of each college should include a process for determining which faculty are engaged in active research or publication.

2. Minimum Teaching Load

The teaching load assignment for each individual faculty member will consist of at least three contact hours per semester (exclusive of thesis supervision) and at least 200 student credit hours per academic year, or direction of graduate thesis or
equivalent combination\textsuperscript{9} during each semester. The Provost may waive this minimum in his discretion. No grievance rights of any sort shall attach to his failure to agree to such waiver; however no such waiver may be granted by him where the University has failed to meet other contractual objectives due to an insufficiency of resources.

3. Maximum Teaching Load

Except as provided in Part 1 of this Article an individual faculty member will not be required to teach more than nine (9) contact hours per semester unless the first nine (9) contact hours assigned to the faculty member generate less than the minimum required 200 student credit hours for the academic year, in which case additional hours will be assigned until he or she achieves either two hundred (200) student credit hours per academic year or twenty (20) contact hours per semester. Except as provided immediately above and except for instructors who may be assigned a basic 24 credit hour load, no faculty member shall be assigned a teaching load that exceeds twenty-one (21) credit hours or twenty-four (24) contact hours per academic year and, whenever possible, the basic teaching load for faculty engaged in active research and publication shall not exceed 18 credit hours. The Provost for Academic Affairs may properly authorize minor variations in the maximum contact hours for Nursing faculty engaged in direct clinical supervision off-campus.

4. Teaching Loads Between Minimum and Maximum

Individual teaching loads may vary between the minimum and maximum levels as identified above. The individual loads shall be assigned by implementing the supplemental guidelines developed by the College, either through established collegial processes or by the College Workload Implementation Committee as provided for in this Article below.

H. Institutional Research and Reduced Teaching Load

1. In General

The Parties acknowledge that institutional research is an essential part of faculty development and is necessary for the long-term viability of the University. A reduced teaching load can substantially enhance the institutional research productivity of an individual faculty member. Each of the colleges of the University should have an equitable opportunity for providing reduced teaching load to the faculty for the purpose of enhancing and improving their institutional research productivity.

2. Additional Reduced Research Loads

Faculty may achieve additional reduced research loads below the level set forth above in the following ways:

\textsuperscript{9} For a masters as well as a doctoral thesis, each three (3) student credit hours will have the weight of one (1) FTE for both the faculty member and the department. This provision is not intended to and shall not override the minimum teaching requirement as specified by the contract. Furthermore, this provision is not intended nor shall it change any contractual rights provided herein. Thus, this formula is for the exclusive purpose of recognizing the workload necessary to supervise masters and doctoral thesis.
a. Departments

Departments may grant additional reduced teaching loads for research through fair, reasonable, academically sound internal allocation of instructional obligations. Departments also may reduce numbers of course assignments in exchange for teaching larger numbers of students, may adjust numbers and kinds of course preparations or may make other creative, equitable, and academically sound workload adjustments within the terms of this Agreement.

b. Colleges

Colleges may grant additional reduced teaching loads for research by "subsidizing" the reduction or otherwise adjusting a Department's instructional obligations. [In recognition of the priority which the University has placed upon the development of quality graduate programs, colleges are encouraged to grant reduced course loads for those faculty whose extensive research activity is combined with active involvement in developing new doctoral programs, or in directing large numbers of doctoral students.]

College reductions below 18 credit hours per year of individual teaching loads are recommended to the College Dean in accordance with the procedures agreed upon in the college's Workload Implementation Guidelines, if any, or if there are none, by (1) a departmental committee composed of at least three elected members and (2) a college committee composed of an elected representative from each department of the college offering an academic or professional major. A faculty member seeking such reduced teaching load for a semester or year must submit a written proposal in justification of such request to departmental and college committees. Upon committee approval of a request for a reduced teaching load, the College Dean will review the recommended teaching reduction and may, for stated reasons, alter the recommended assignments after consultation with the appropriate Department Chairperson. The recommendations and final approval by the Dean shall be completed before the schedule is due for the semester in question. Where this is not done, the Department Chair may elect in his or her sole discretion to treat the reduction as occurring in the next following semester.

c. University

(1) University Professors

The University shall appoint three (3) University Professors upon the recommendation of a committee of three (3), one designated by the MSP President, one designated by the Provost, and one designated by the two of them jointly. Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer or Lecturer. Appointments for University Professors shall be for a period of three (3) years. In exceptional circumstances, such appointments may be renewed for one additional three (3) year period, but only if approved by the committee. The terms of the University Professors will be staggered so that each year one University Professor is replaced or reappointed.
(2) University Scholars

The Provost of Academic Affairs, after consultation with the Academic Deans, may in his discretion award up to fifteen reduced loads each semester to faculty pursuing significant individual research projects, supervising highly productive doctoral research, or engaged in other research related activity of importance to the University.

Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer.

(3) Application Process

Application requirements for University Professors and University Scholars shall be promulgated by the Office of Academic Affairs. Decisions for appointment to same shall be made and announced before the schedule is due from the Department for the semester covered by the appointment. Where this is not done, the Department Chair may elect in his or her sole discretion to treat the appointment as occurring in the next following semester. The judgment exercised in appointing University Professors and University Scholars is not grievable.

d. Workload Buyout

In order to provide additional opportunity at the University to pursue funded research and development activity, the Parties agree to allow Unit members to buy out time during the academic year. For the purpose of establishing the cost of this buyout provision, the "normal" workload is defined as nine (9) credit hours per semester. A faculty member may buy out one or more courses at a rate of one-ninth (1/9) of his/her semi-annual salary for each credit reduction below 9. This calculation is to be applied each semester for which buyout is requested. The member's department will receive an allocation for one temporary Visiting Lecturer per course buyout at the current rate. [However, if the total number of buyout courses in a given program exceeds twelve (12) credits for each semester in an academic year, then the department should receive authorization to hire the equivalent of a temporary full-time faculty member at a salary not to exceed the salary level of the member on buyout who has the lowest salary of all department members on buyout.]

This buyout provision applies only to individuals seeking additional time to pursue scholarly projects funded through the University of Massachusetts Lowell (cf. Article XX, B). A person working under a buyout provision is exempt from most minimum contact hour and credit hour provisions of this Agreement, provided that, a faculty member may not buyout below three semester credits without the consent of the Chancellor of the University.

To further promote research, in the case of small grants and for periods of one or two semesters in areas and situations where expectations of large grants are unreasonable, the Provost for Academic Affairs may, with the positive recommendation of the Department and the College Dean, permit buyout of one course at the Visiting Lecturer rate.
3. Research Reductions Implemented

Reduced loads granted faculty under contractual provisions dealing with reduced loads must be real and must result in such faculty teaching fewer courses with fewer student credit hours. But in all such cases, Departments may select the courses to be eliminated with regard to the overall needs and best interests of the program(s).


The University-wide bargaining teams, having established broad parameters for faculty workload, hereby provide that as to properly bargainable workload matters within and consistent with those parameters, in any college where either the Dean or the MSP so wish as frequently as once during each contractual period, the Dean on behalf of the University Administration and a group of Unit members on behalf of the MSP shall meet as the "College Workload Implementation Committee" for the purpose of negotiating and establishing supplemental College Workload Guidelines in accordance with the procedures and restrictions that follow, which negotiated guidelines shall have contractual force.

1. Membership of Committee

Each College Workload Implementation Committee shall consist of the College Dean (and if the Dean so desires, the Assistant Dean, where applicable) as an "administration team" and a "Unit team" described below. In the College of Engineering, the unit team shall be nine (9) members. In the College of Arts & Sciences, the Division of Humanities, Fine Arts and Social Sciences shall have two teams: one for Humanities and Fine Arts, and one for Social Sciences. The Humanities and Fine Arts unit team shall be eight (8) members, and the Social Sciences unit team shall be eight (8) members. The Division of Sciences shall have one unit team with eight (8) members. In the College of Management, the unit team shall be five (5) members. In the School of Health & Environment, the unit team shall be seven (7) members. In the Graduate School of Education, the unit team shall be three (3) members.

The Unit team in the college shall be appointed by the MSP university bargaining team provided however, that the membership of the Unit team shall include all Department Chairs in the college. (In appropriate situations, the MSP may designate an additional individual as a non-voting ex-officio member.) In the Graduate School of Education, the Chairperson of the Education faculty shall be one of the three Unit members on the Unit team.

2. Duties of Committee

The Committee shall meet for the purpose of determining general guidelines for the approximate distribution of departmental responsibilities, the approximate pattern or distribution of individual workloads (not specific, individual assignments), and criteria for same; formulating a process for determining which faculty are engaged in an ongoing program of active research or publication; and resolving other reasonably related matters not in conflict with the provisions of this Agreement.
3. College Workload Guidelines

The committee shall formulate the guidelines in such a way that the college can properly staff all courses (those required to service the demands of majors within the college as well as all other University students, undergraduate and graduate) within the number of full-time positions and part-time positions allocated to the college by the Provost for Academic Affairs. This allocation shall be such as to fulfill specific contractual distribution requirements, the full-time faculty ratio limits, the research faculty ratio limits, and the overall college ratio limits; and to provide a reasonable number of supplemental research reductions in colleges throughout the University.

In developing the guidelines, each Workload Implementation Committee Team shall consider the amount of the total college workload that will have to be carried by each department in the college; the approximate pattern or distribution of workloads including criteria and processes for allocating reduced workloads of all sorts\textsuperscript{10}, including the number of research or administrative duty reductions, except where otherwise controlled by this Agreement; reasons and priorities (in terms of intended overall college purposes, not by individuals) for loads less than twenty-one (21) credit hours per academic year; the distribution of class sizes within the colleges taking into account the possible need for small as well as large classes\textsuperscript{11} and the soundness of the academic impact of the proposed distribution; and other workload matters that may be appropriate for resolution at the college level.

4. Development of Guidelines

Whenever it is available, upon request, the Academic Vice Chancellor shall send to each College Workload Implementation Committee a best estimate of the FTE’s that the college will have to serve in the coming academic year; a best estimate of the amount of part time instructional resources that will be allocated to each college for the coming year; the number of people who will be on leave (sabbatical or other) or on split time for the coming year; and the number of temporary full-time faculty who can be hired to replace such Unit members (as accurately as can be stated on April 1\textsuperscript{st}) that will be assigned to each department for the coming academic year; and a reminder of any pertinent matters relating to accreditation, advanced graduate or other new program development, or other academic matters relevant to the Committee’s deliberations.

If after a reasonable period of time the two team components of the Implementation Committee cannot reach agreement, each side shall submit its "Last Best Proposal" to the Academic Vice Chancellor who, within one month, shall make final one of the two sets of proposed guidelines. Except as hereafter provided, the decision by the Academic Vice Chancellor shall be final and shall not be subject to the grievance procedure of Article VIII of this Agreement.

No individual may file a grievance relative to the two sets of guidelines. However, the Official Designee of the MSP may file a grievance of behalf of a department or

\textsuperscript{10} The test for such reductions provided for research or for the activities of Chairs, Coordinators, etc. is that the work involved in the activity for which the reduction is granted must be demonstrable proportionate to the reduction.

\textsuperscript{11} Should a College Implementation Committee believe that a physical change in classroom arrangement(s) could be of significant help they may and should request that the Associate Provost for Academic Affairs consider the needed changes for a future date.
college when the final guidelines rendered by the Academic Vice Chancellor constitute what the MSP believes to be an unacceptably dramatic departure from the previous pattern of distribution of departmental obligations or of "03" funds allocated to departments or to the college, or the pattern of distribution of workloads assigned within a given college to full-time members. Such a grievance shall be resolved by one of the two procedures specified below and shall proceed no further:

a. Return the guidelines to the University-wide bargaining table with the University and MSP Bargaining Teams;

b. Return the guidelines to an arbitration team especially constituted for this purpose, the membership of which is mutually agreed upon by the MSP Official Designee and the Academic Vice Chancellor. [Appendix A-12 processes may be used.]

The use of either of these alternative procedures shall not delay the implementation of the Academic Vice-Chancellor's set of guidelines in the interim if that implementation is necessary, in his opinion, to make workload assignments in time to assure the start of classes in the next semester.

No guidelines are valid with contractual force until a copy is provided to the MSP Official Designee, the MSP Secretary, the MSP President, the Provost for Academic Affairs, and, if he is not otherwise involved as set forth above, the Provost for Academic Affairs, and reviewed for conformance with this Agreement.

PART II. The Workload of Librarians

A. General Provisions

The provisions of this Article shall apply to all professional librarians assigned to O'Leary and Lydon Libraries and to any branch library established in the future by the University.

B. Working Environment

1. Libraries

Libraries shall be well-lighted, maintained at reasonable temperatures, safe, sanitary and clean.

2. Office Space

Office space will be allocated by the Director of Libraries, in consultation with the Division Heads. Such office space shall be suitably equipped with a desk, chair, computer, reliable Internet connection, telephone and filing cabinet for each full-time librarian.

3. Secretarial Services

Each Campus library shall have at least one full-time secretary.

4. Scope of Librarian Work

The professional librarian's workload shall encompass the following:
a. The nature and scope of professional duties performed;

b. The time period during which said duties are to be performed;

c. Activities undertaken in any of all of the following areas:

   (1) Professional activities including positions of leadership in professional or scholarly associations;

   (2) Research, publication and creative activities;

   (3) Advanced graduate study; and

   (4) Contributions to the University community.

C. Work Year

All librarians, of whatever rank, normally shall be employed to work a twelve (12) month year. Where feasible, librarians shall be permitted to elect to work a nine (9) month year, from September through May, at 9/12 (3/4) of salary and proportionate reduction in other benefits by application for such arrangement to the Director of Libraries.

D. Library Hours

The schedule of hours during which the University Libraries shall be open for use by the University community shall be established by the Chancellor or his designee after consultation with the Director of Libraries.

E. Workload

1. Assignment of Professional Duties and Responsibilities

   The workload of each librarian shall consist of such duties pertaining to the operation of the University Libraries as may from time to time be assigned by the Director of Libraries.

2. Individual Schedule

   All librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Director of Libraries or his/her designee. In establishing said schedule, the Director of Libraries shall consider the professional expertise and scheduling preference of each librarian. Librarian schedules shall be as equitably determined as possible within the library with due consideration of the following in reasonable perspective: qualification, skill and ability of librarian personnel, equity, hardship, the overall needs of the Library, and seniority (most particularly in specialty areas).

3. Work Day

   During the term of this Agreement, every Librarian shall be required to work 37-1/2 hours per week.
No librarian shall be required to work more than seven and a half (7-1/2) hours per
day, exclusive of periods taken for meals.

Except in times of financial exigency, librarians with several years service shall not
be assigned to hours commonly deemed inconvenient though they may arrange for
such assignments with the Director on a voluntary basis. However, Librarians hired
after June 1, 1984 with the explicit understanding that such work might be a part
of their schedule and whose original employment contract has specific reference to
such understanding may be so assigned without the requirement of financial
exigency, provided that, they shall be entitled to special scheduling flexibility for the
overall assignment. The Director may extend such flexibility to volunteers. Such
flexible assignment shall not reduce the Librarians average 37 1/2 hour per week
work obligation nor shall it diminish the accumulating or charging of sick leave,
personal leave or vacation leave.

F. Research and Advanced Study


Professional research is recognized as essential to individual professional
development and crucial to library growth. All professional librarians shall have
equitable access to a reduced workload for the purpose of engaging in professional
research, publication or professional and creative activities.

The Parties recognize the value to the University derived from advanced graduate
study by professional librarians. Equitable access to reduced workload for the
purpose of advanced study shall be accorded to all professional librarians.

2. Request for Reduced Work Load

Subject to overriding institutional needs, every professional librarian may request
leave to conduct self-directed work activities when such activities are conducted for
professional purpose to which accrue benefits to the University. Requests shall be
made in writing to the Director of the Libraries, and denial may be appealed to the
Provost, whose decision is final. The Library Director will report annually who has
received leaves, and the reason for which each leave was given.

3. Librarian Reassignment

In order to provide additional opportunity for librarians to conduct research, to
publish, and to pursue other scholarly and professional activities, the University
agrees to allow the Director of Libraries to reassign individual librarians in the Unit
to such activity for a period not to exceed four weeks, when classes and exams are
not scheduled. These reassignments shall be made by the Director of Libraries.
Approval for reassignments will not be granted if the reassignment would hamper
the normal services provided by the library. It is understood that the reassigned
duties will take place on campus or at a specified location(s) where appropriate
material or equipment not on campus is available to the librarian.

G. Internal Titles

The internal professional titles of librarians shall not impact upon professional librarian
rank as defined and controlled by this Agreement. Any disagreements regarding these
internal titles shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost for Academic Affairs or his/her designee.

Should the Director of Libraries declare a professional librarian vacancy to exist, he/she will appoint a Committee to review candidates and to make recommendations in accordance with announced procedures. The Director will then make his/her recommendation to the Provost for Academic Affairs who will make the final recommendation. (But this process too and any internal titles involved shall not impact upon professional librarian rank.) Any disagreements that might arise out of this process shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost for Academic Affairs or his/her designee.

H. Librarian Professional Role Discussions

The MSP Librarian Representative should see to the election by all librarians of a committee of five (of which at least two shall be Associate Librarian or Librarian) to meet periodically and informally with the Director (and other administrators, as the administration shall deem appropriate) to consider matters of professional interest. They should also undertake systematic consideration of issues of workload, staffing, career ladder, administrative duties, etc. and consider whether the long established contractual arrangements that provide a framework for library careers are still consonant with the changes in the role of the library in the University. They shall strive to produce a joint report to inform the bargaining process for the next contract.

PART III. Special Provision

A. Indemnification of Members of the Bargaining Unit

The Parties recognize that members of the Bargaining Unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws, and should receive any protection provided therein when possible and appropriate.

B. Patent Policy

The Parties agree to the provisions of "Statement of Policies, Principles and Administrative Procedures Relating to Discoveries, Inventions, and Other Values in which the University and Unit Members may have Proprietary Interests" a copy of which is appended as Appendix A-4.

C. Office Research Administration

The parties recognize that faculty have the status of special state employees. The parties further recognize that under the authority of the statutes which created the University and specifically created as well, the University Research Foundation (hereinafter Office of Research Administration (ORA)) and then authorized arrangements under which faculty might share in the proceeds of Contracts with that Foundation; and under the terms of this Agreement which has been made and ratified under the broad authority of the collective bargaining empowerment statutes and subsequent interpretive decisions; that faculty may enter into contracts with or "receive grants" through the ORA, share in the proceeds of ORA administered Grants and Contracts, prepare such grant applications on University premises and during the hours and days of the regular academic year, utilize University facilities for such purposes under established rules, attempt to arrange with appropriate University officials for use of University facilities or other University "contribution" in support of such grant or
contract under established rules and procedures, and engage in other related activities
guaranteed by this Agreement and by established practice. It is further agreed that the
ORA individual faculty overhead accounts, time calculation practices and other
established practices in which research faculty have a legitimate interest and concern
shall not be significantly altered by the University without prior consultation with such
faculty and the MSP.

D. Workload Grievance

It is understood and agreed by all the Parties that in the event a Unit member should
believe he or she was aggrieved by any decision which was rendered as a requirement of
this Article, such individual may use provisions of the grievance procedure, Article VI to
Level II (the Chancellor), except as noted elsewhere in this Article. The decision of the
Chancellor shall be final unless such decision is alleged to have been arbitrary or
capricious in which case the aggrieved may appeal for remedy through submission to
binding arbitration as provided in Article VI.

Where faculty are in conflict over workload issues within a Department, all of the
individuals involved may utilize this process. The grievance(s) shall be heard in the first
instance at the Department level and it is understood that a College Dean or the
Chancellor (or his designee) shall not overrule Department workload decisions made
through reasonable and proper processes except for good reasons stated in writing.

It is understood that nothing in the above shall be construed to limit the grievance
rights of the MSP as defined elsewhere in this Agreement.

Whenever possible, faculty members shall be notified of their workload and schedule for
the next semester at a time which allows for discussion and review of dissatisfaction, if
any, before the final course schedule is printed and distributed. However, it is
understood that such printing and distribution shall not reduce a member’s rights
under this provision.

E. Quality Rehires

If a department (or the Library) recommends that an untenured faculty member or
librarian should be dismissed because of unsatisfactory performance, the
administration agrees that, except when there are extraordinary fiscal conditions or
demonstrably changed curricular needs, the department (or the Library) will be given a
replacement position.

F. Workload Committee Study

During the term of the Agreement, the joint Workload Committee will continue its study
of and make recommendations on all other issues, including workload, departmental
support needs, numbers of full-time tenure track faculty, part-time faculty and the
possible benefits of creating full-time nontenure track faculty positions; the parties
shall mutually determine whether to implement any of the recommended changes
during the term of this Agreement.