BHE Bargaining Proposal

September 24, 2026

I. ARTICLE VIII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

A. WORKLOAD OF MEMBERS OF THE BARGAINING UNIT

1. General Provisions

Each member of the bargaining unit engaged in undergraduate or graduate teaching shall:

i. carry out assigned teaching workload;

ii. prepare for classroom and/or laboratory instruction;

iii. provide a syllabus for each course to the DGCE Chair, the Dean of Graduate and Continuing Education, and each student not later than the first class meeting; in addition to the forgoing, for courses that are three (3) weeks of duration or less, make the syllabus available to students, DGCE Chair and DGCE Dean at least seven (7) days before the first day of class. Students shall be provided with access to the course syllabus in digital format within the university's designated official learning management system;

iv. order books for each course in accordance with University procedure;

v. report student non-attendance in the student system of record as determined by the university;

vi. provide midterm assessments to all students in the university's official learning management system and report students who are not making satisfactory progress in the university's designated system;

vii. utilize only official university email and/or established official university communication platforms for means of communication; check official university means of communication, including email, once every twenty-four (24) hours, Monday through Friday, during the term of the course assignment; and respond to student communications within forty-eight (48) hours of receipt of such communication or on the next business day, whichever is sooner;

viii. upon request, submit exam samples and/or other appropriate materials to the Dean;

ix. participate in the evaluation process;

x. abide by the written academic policies of the University; and

xi. attend an orientation program (if a new member of the bargaining unit), which an Association representative shall be invited to attend, and a reasonable number of other meetings as scheduled by the DGCE Chair, the Dean of Graduate and Continuing Education, or the Vice President.

Subject to the foregoing provisions, unit members may participate voluntarily in DGCE-related co-curricular and department activities, student orientation periods and registration periods.

Solely 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.

2. Teaching Workload

a. Limitation

The President, at the President's sole discretion and without constraint of any prior practice, shall determine whether and to what extent the

University shall place limits on the number of courses permitted to be taught by any person or class of persons who are or may be engaged to teach in DGCE.

b. Calendar

The academic year shall commence on September 1 and end on the August 31 following. At each University, the teaching workload of unit members shall be assigned on the basis of an academic calendar that shall be divided into instructional periods, two (2) of which shall generally coincide with the fall and spring semesters at such University and a third of which shall be one (1) or more summer sessions. Other instructional periods may be established from time to time by the University.

c. Additional Contributions

As professionals, members of the bargaining unit may make additional contributions for the benefit of 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.

3. Course Assistance

During an instructional period, every unit member shall provide course assistance to students enrolled in the unit member's own courses.

4. Scheduling

a. General

The assignment of specific courses, times, sites and schedules shall be recommended to the Dean by the DGCE Chair or the designee thereof and shall be subject to the approval of the Vice President or the designee thereof; the DGCE Chair or the designee thereof may also make recommendations to the Dean concerning class sizes. Whenever possible, the unit member shall be consulted prior to the making of any such recommendation.

Notice of the cancellation of the course or section shall be sent by the Dean to the unit member’s University email address no later than seven (7) calendar days prior to the commencement of the first class, unless otherwise agreed to by the unit member.

b. Prior Scheduling and Cancellation of Classes

If the Dean has determined that a course or section shall be cancelled, the Dean shall promptly notify the unit member assigned to teach such course or section.

In the event that a course is cancelled after the first class meeting, the unit member(s) assigned to teach the class shall be paid an amount equal to the proportion of the unit member's rate of compensation (as fixed by Article VII) that the number of classes actually taught represents in relation to the number of classes scheduled for the entire session.

c. Equivalencies

For the purpose of assigning teaching workload to members of the bargaining unit pursuant to the provisions of this Article, a "semester hour of credit of instruction" shall mean not more than a fifty (50)-minute period nor less than a forty-five (45)-minute period of classroom instruction for one (1) fifteen (15)- or sixteen (16)-week semester or the equivalent (inclusive of weeks during which examinations are given) by a member of the bargaining unit 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 forty-five (45)- to fifty (50)-minute component of such multiple or fractional multiple. (Lecture, recitation and seminar courses at Framingham State University shall be deemed to carry four (4) semester hours of credit of instruction.) 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:

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Mode of Instruction	Contact Hours	Equivalent to	Semester Hours of Credit of Instruction
Laboratory Instruction	1		0.67
Physical Education: Activities Courses	1		0.50
Shop Instruction	1		0.67
Studio Instruction	1		0.67
Critique	1		1
Nursing/Allied Health Clinical	1		0.67

	Number of Students per Course	Semester Hours of Credit of Instruction
Cooperative Education	1	0.17
Field Work Supervision and Internships	1	0.33
Independent and Directed Study (3 or 4 credits)	1	0.25
Independent and Directed Study (1 credit)	1	0.083
Teacher Education Practicum/Internship Supervision	1	0.50
Honors Thesis Supervision[1]	1	0.33
Graduate Thesis Supervision[1]	1	0.33
Course by Arrangement (3 or 4 credits)	1	0.3
Course by Arrangement (1 credit)	1	0.1

[1] This item shall apply to the supervision of a thesis when such supervision is provided independently of the teaching of a course of which the thesis is a part.

Providing the University first has offered a course for enrollment, in the event that the University determines, in its discretion, that there is insufficient enrollment for the course to run with the payment of the usual stipend to the instructor, the University may propose to offer the course as a "course by arrangement." The instructor may agree to teach the course by arrangement with the payment to the instructor of no less than the stipend amount in the table, above.

5. Syllabus

The syllabus for each course shall denote use of official university email and/or established official university communication platforms or electronic resources for facilitating course communications. The syllabus is to conform to University and DGCE guidelines, if any.

B. MAKE-UP

In the event it is necessary for a unit member to cancel a scheduled class meeting, they shall reschedule the class or provide an alternative method of instruction to fully compensate for the instruction missed. An instructor shall send an email or notification, in a manner determined by the university, informing the dean or designee of a class cancelation prior to the time the class is scheduled to take place.

C. EMERGENCY CANCELLATIONS

In the case of an emergency, including inclement weather, no unit member shall cancel a class without the prior approval of the Dean. In the event a class is cancelled, Section B of this Article VIII shall be implemented.

D. COMPENSATORY ADJUSTMENT FOR EXTRAORDINARY WORKLOAD

When a member of the bargaining unit agrees to perform additional unit work to assist the department or University due to another member's sickness, injury or other unanticipated absence, then each of the unit members shall be compensated, consistently with their academic rank, in proportion to the portion of the course that each teaches.

The University shall notify the Chapter President of such additional unit work as soon as practicable.

E. Official Learning Management System

Instructors are required to use the University's official learning management system to, at a minimum, provide students with access to the course syllabus,

course navigation instructions, course materials (directly or indirectly) regardless of the course's modality, and assessment grades. This provision shall not supersede a more stringent policy in place at any of the universities relative to the use of the official learning management system.