

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

B. WORKLOAD OF LIBRARIANS

3. Schedules of Work

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

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

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

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

No librarian shall be involuntarily assigned to work after 4:30 p.m. or on Saturday or Sunday.

~~In assigning schedules for evenings and weekends, the Library Program Area Chair or the Library Director shall first seek volunteers and shall make reasonable efforts to make such assignments on a rotating basis. No librarian shall be involuntarily assigned to work on consecutive weekends or on more than two (2) nights a week.~~

In order to permit the undertaking of continuing scholarship, graduate study or other professional activities, ~~a~~-librarians will be offered options for telecommuting. Librarians shall be allowed to telecommute two (2) days per week with expanded telecommuting options available during winter and summer breaks. No telecommuting option shall mean a reduction in the typical work schedule of may, upon written request and subject to approval of the Vice President, be granted a flexible work schedule of thirty-seven and one-half (37.5) hours to permit the undertaking of such activities described above. Such schedule shall be developed by the Library ~~Director or Library~~

~~Program Area Chair, as appropriate, in consultation with the librarian and shall be subject to the approval of the Vice President.~~

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

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

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

When librarians work more than thirty-seven and one-half (37.5) hours in a work week those hours are Excess Workload Hours (EWHs) and are to be recorded and carried forward from week to week. Librarians may request that EWHs be taken at a time of their choosing. No such request shall be unreasonably denied. If on January 1st or July 1st a librarian has unused EWHs, the librarian shall be paid their hourly rate (daily rate divided by seven and one-half (7.5)) on that date for each hour of EWH, or fraction thereof, is unused on that date.

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

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

Whenever any librarian receives workload reduction for this, or any other Alternative Professional Responsibility, their reduction shall be calculated whereby one (1) credit of course reduction is equal to three and a quarter (3.25) hours of librarian workload. Moreover, whenever any librarian receives workload reduction for this, or any other Alternative Professional Responsibility, the University agrees to hire a replacement in order to cover the work responsibilities of the librarian during the semester.

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

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

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

1. Library Schedule

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

B. REDUCTION OF WORKLOAD FOR CERTAIN MEMBERS OF THE ASSOCIATION

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

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

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

later than two (2) weeks after the election of the two (2) members in respect of whom such scheduling is to be done for the next academic year.

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

C. ALTERNATIVE PROFESSIONAL RESPONSIBILITIES

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

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

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

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

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

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

1. in the case of an alternative professional responsibility of a single semester's duration, as promptly as is practicable following the end of the semester;

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

D. CLOSURE DUE TO EMERGENCIES

1. As used in this Section, the following words and phrases shall have the meanings hereinafter ascribed to them:
 - a. Essential Personnel: Employees so designated from time to time by the President of the University who are required to work during a particular emergency.
 - b. Condition of Emergency: An official declaration by the President of the University as determined in his/her sole judgment and discretion that a departure from the usual operational staffing of the University and the substitution of emergency staffing arrangements is appropriate based upon inclement weather or other circumstances.
 - c. Closing: The cessation of operations for any period of time of the entire University or any portion thereof. A portion of a University may include, by means of illustration and not by means of limitation, a department, school, facility or building.
2. The President of each State University shall establish a procedure for the declaration of a condition of emergency which shall include the means by which such declaration shall be communicated to unit members.
3. The President of a University shall have sole authority to determine if a condition of emergency exists which necessitates the closing of all or a portion of the University. Only essential personnel shall be required to report to work or to remain at work during a declared condition of emergency. All other personnel shall be excused from work without loss of pay.
4. Any designation or determination made by the President pursuant to this Section shall not be subject to the grievance arbitration provisions of Article XI. The designation of essential personnel made by the President shall not be arbitrary or capricious and may be appealed only to Step 2 of the Grievance Procedure.
5. Unit members serving as essential personnel shall be provided with compensatory release time within thirty (30) days of the date of service.

~~5-6.~~ No MSCA unit members shall be designated essential personnel.