

ARTICLE I - RECOGNITION AND DEFINITIONS

F. ENTITLEMENT UNDER THIS AGREEMENT

1. Benefits

Except as otherwise provided in this Agreement, every member of the bargaining unit as described in Article I, Section A, of this Agreement shall be entitled to the applicable benefits of this Agreement, and shall have the right to participate in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement, subject to the following limitations:

No person in the bargaining unit holding a part-time appointment elsewhere than at the Massachusetts College of Art and Design, as a part-time Clinical Nursing Instructor or the three (3) salaried part-time faculty in the English Department at Salem State University shall be entitled to any of the benefits set forth in Article III, Section B, or Article IV of this Agreement, with the exception of the following:

- a. System-wide tuition remission benefits to the extent the same are provided pursuant to any policy of the Board of Higher Education;
- b. Health and Welfare benefits as may be determined by the Trustees of the Health and Welfare Fund;
- c. Life Insurance, Group Insurance and Worker's Compensation to the extent permitted by Massachusetts law and the Massachusetts Group Insurance Commission;
- d. Flexible spending accounts to the extent permitted by federal law;
- e. Use of university facilities to the extent that the same were provided at each University on June 30, 2023;
- f. Access to an e-mail address during the semesters when they are teaching at the University; and

The right to intellectual property in any book, monograph, academic paper, article, course materials, musical composition, work of art, dissertation, thesis, software program, or like material that the member creates unless there is a written agreement with the University to the contrary.

ARTICLE IV - SUPPLEMENTAL BENEFITS AND HOLIDAYS

C. INSURANCE

1. Insurance

Every member of the bargaining unit who shall have paid such premium or share thereof as is required by law shall be afforded such group health insurance, group accidental death and dismemberment insurance, long-term disability insurance and

group life insurance as may be provided from time to time under and in accordance with the applicable provisions of Chapter 32A of the General Laws.

If authorized or permitted by the Group Insurance Commission, the teaching of six (6) semester hours of credit of instruction shall, during any academic semester, constitute half-time employment for purposes of any faculty member's eligibility for benefits of insurance under Chapter 32A of the General Laws. Nothing in this paragraph shall be deemed to obligate the Board or any University to provide any member of the bargaining unit with any insurance coverage or benefit.

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

a. 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.