

COLLECTIVE BARGAINING AGREEMENT

**USNH Board of Trustees
University of New Hampshire**

&

**University of New Hampshire
Lecturers United - AAUP**

July 1, 2014 - June 30, 2017

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PREAMBLE

This Agreement among the University System of New Hampshire Board of Trustees, the University of New Hampshire, and the Association has the intent and purpose of:

- 1) defining the rights and obligations of the Administration and Lecturer Faculty;
- 2) providing for protocols and policies that foster harmonious and constructive employment relations between the Administration and the Association;
- 3) affirming the participation of Lecturer Faculty and the Administration in continuing efforts to improve the University's quality, efficiency, and delivery of the mission of the University;
- 4) assuring fair and reasonable conditions of employment and dispute resolution procedures;

Article 1 RECOGNITION

- 1.1 The USNH Board of Trustees University of New Hampshire ("Board") hereby recognizes the UNH Lecturers United – AAUP ("Association"), as the exclusive bargaining representative for all faculty who are appointed as and hold the title of "Lecturer Faculty" whose primary responsibility is teaching at UNH's Durham and/or Manchester campuses, pursuant to the Certification Order issued by the New Hampshire Public Employee Labor Relations Board - Decision No. 2014-050 - dated Feb. 27, 2014.

Article 2 DEFINITIONS

- 2.1 "University" and "UNH" shall be defined as the Administration of the University of New Hampshire, including the President and other administrative officers.
- 2.2 "Association" means UNH Lecturers United-AAUP, recognized as the sole representative of all Lecturers on the Durham and Manchester, NH campuses.
- 2.3 "Administration" is defined as the professional management of UNH that includes the President, the Provost, Vice Presidents, Vice-Provosts, Deans, Associate Deans, and others including, but not limited to, Directors and Assistant Directors.
- 2.4 "Lecturer Faculty" is defined as the group of faculty who are appointed as and hold the title of Lecturer, Senior Lecturer, or Principal Lecturer whose primary responsibility is teaching at the Durham and/or Manchester Campuses of UNH.

- 2.5 “Bargaining Unit Member” is defined as any person who is represented by the UNH Lecturers United-AAUP, as pursuant to the Certification Order issued by the New Hampshire Public Employee Labor Relations Board - Decision No. 2014-050 - dated Feb. 27, 2014.
- 2.6 “Department or unit” means the lowest level academic subdivision to which a Lecturer Faculty member is appointed. If a Lecturer Faculty member performs work for more than one department or unit, his or her “department or unit” for purposes of this Agreement is the one(s) to which the Lecturer Faculty member is officially appointed.
- 2.7 “Department Chair” means the person immediately in charge of a Lecturer Faculty member’s department or unit.
- 2.8 “Coordinator” shall refer to the person in charge of a Lecturer Faculty member’s program.
- 2.9 “Academic year” refers to the 39 week period that a faculty member is paid over the fall and spring semesters.
- 2.10 “Fiscal year” means the 12-month period from July 1 of one year through June 30 of the following year.
- 2.11 For the purposes of this Agreement, "Dean" shall refer to the Dean or his/her designee including, but not limited to, the Associate Dean.

Article 3
Academic Freedom

- 3.1 Academic freedom is an essential tenet of the University. As members of the UNH faculty, Lecturer Faculty in all ranks are subject to the principles of academic freedom and its full protections.
- 3.2 The Board of Trustees, the University, and the UNHLU-AAUP recognize the importance of academic freedom to an institution of higher education and affirm their continuing commitment to the American Association of University Professors' *1940 Statement of Principles on Academic Freedom and Tenure*, as updated from time to time.
- 3.3 The principles of academic freedom and freedom of inquiry include freedom of expression in both traditional print and emerging electronic media such as, but not limited to, the creation of digital works and web sites and to instruction in all formats, including e-courses.
- 3.4 The parties agree that grievances involving alleged violations of this Article that are pursued to arbitration will only be heard by arbitrators who are from an academic community of higher education.

Article 4
NON-DISCRIMINATION

- 4.1 Members of the bargaining unit shall not be discriminated against on the basis of, including but not limited to: sex; race; ethnicity; age; religion; color; marital status; sexual orientation; gender identity or expression; political affiliation, political belief, or lawful political activity; veteran's status; disability; national origin; citizenship; and membership or non-membership in the Association, or involvement in the Association activities, as long as any such status or activity is lawful.
- 4.2 Nothing in this article shall preclude UNH from complying with legal requirements for verifying employee authorization to work in the United States or to undertake other activities that are specifically permitted to employers by state or federal anti-discrimination laws.

Article 5
MANAGEMENT RIGHTS

- 5.1 All the rights and responsibilities of the USNH Board of Trustees which have not been specifically provided for in this Agreement or limited by law shall be retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University, including the academic governance structure. Except as modified by the Agreement, such rights and responsibilities shall include but shall not be limited to:
 - 5.1.1 The right to direct Lecturer Faculty; to determine criteria in hiring and promotion; to determine standards for work; to hire and evaluate Lecturer Faculty;
 - 5.1.2 The right to take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University's operation;
 - 5.1.3 The right to determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted;
 - 5.1.4 In accordance with the academic governance structure, the right to determine the curriculum, programs and degrees to be offered;
 - 5.1.5 The right to take such actions as may be necessary to carry out the mission of the University in case of emergencies, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit;
 - 5.1.6 The right to make rules, regulations, and policies that do not conflict with the provisions of this Agreement;

- 5.1.7 The understanding that the exercise of any management right or function in a particular manner shall not preclude exercising the same in any other manner which does not expressly violate a specific provision of this Agreement.
- 5.2 The application of such management rights shall be subject to the provisions of Article 14: Grievance Procedure only to the extent it is alleged that such application has violated a specific provision of this Agreement.
- 5.3 Provisions of USNH and UNH policy continue to apply to Lecturer Faculty except where directly superseded by the CBA.

Article 6
UNH LECTURERS UNITED AAUP RIGHTS

- 6.1 The University shall make available to the UNHLU-AAUP information and data needed for collective bargaining with the following stipulations:
 - 6.1.1 All requests will be made in writing to the UNH Contract Administrator;
 - 6.1.2 Such information will be made available within reasonable time frames, normally within fourteen (14) days, however requests requiring special programming or time-consuming compilation of data may exceed the fourteen (14) day standard;
 - 6.1.3 Information and data shall be made available in electronic form whenever possible, and the University will not be responsible for reformatting data already publicly available.
- 6.2 The UNHLU-AAUP may use UNH telephone and internet services related to its representation responsibilities, and will reimburse the institution at the normal billing rates.
- 6.3 The University shall arrange for the distribution of this agreement in a mutually acceptable format and provide one (1) copy to each Lecturer Faculty. If the parties agree to print hard copies, the cost shall be shared equally by the University and UNHLU-AAUP.
- 6.4 The University shall provide the UNHLU-AAUP a list of new and current Lecturer Faculty appointments twice annually no later than October 15th and February 15th of each year. The list shall include name, department, salary, rank, university email address, and FTE.
- 6.5 In order to conduct its representation activities, the UNHLU-AAUP will be provided with suitable office space on the Durham campus and will reimburse the institution at the normal billing rates.
- 6.6 The UNHLU-AAUP shall have the right to communicate with its members and the members of the bargaining unit at all times, but the Union will not intentionally

interfere with the operations of the University (especially classroom responsibilities of Lecturer Faculty).

- 6.7 In order to communicate with members of the bargaining unit, UNHLU-AAUP will be provided a UNH mailbox and may use the campus mail to the extent permissible by law. It shall pay for this service at the same rate as any other campus organization. Further, UNHLU-AAUP staff will be provided with a UNH email address. The University will respect the privacy of the UNH email address provided for union purposes. All campus mail and email communications by the Union will conform to applicable UNH policies.
- 6.8 In order to conduct representation activities, no more than three (3) UNHLU-AAUP staff members may purchase a UNH Faculty/Staff parking permit at the normal rate.
- 6.9 Participation in activities of collective bargaining and faculty representation by UNHLU-AAUP officials and committee members shall be considered a service activity similar to other committee work.
- 6.10 The UNHLU-AAUP may purchase one course release per semester for up to six (6) officers and/or members of the negotiating team at the standard rate. The list of persons for whom the Union will purchase course releases will be supplied to the UNH Contract Administrator by 10/1 for the following spring semester and 2/1 for the following fall semester.
- 6.11 The UNHLU-AAUP shall have the right to make a presentation, if presentations are made at, and distribute information at orientations that include new Lecturer Faculty. The presentation shall be for the purpose of introducing attendees to UNHLU-AAUP and its role in representing Lecturer Faculty.

Article 7

LECTURER FACULTY RIGHTS & RESPONSIBILITIES

- 7.1 Taking primarily into account the needs of their departments and the students they serve, work assignments of Lecturer Faculty will be consistent with their expertise and experience. Seniority will be a contributing factor in the assignment and scheduling of courses.
- 7.2 The University will inform Lecturer Faculty members of their teaching and administrative duties a minimum of six weeks in advance. When significant, unforeseen changes to duties become necessary, the University will promptly inform the Lecturer Faculty member of any change(s) and the reason for the change(s).
- 7.3 Lecturer Faculty shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Lecturer Faculty shall demonstrate respect for students and adhere to their proper roles as intellectual guides and counselors.

- 7.4 Lecturer Faculty shall select textbooks and teaching materials (e.g. software, course notes, etc.) for the courses they teach individually, and will participate in material selection decisions for multi-section courses.
- 7.5 Lecturer Faculty members retain the authority to make the final determination of the grade to be awarded to each student in the Lecturer Faculty member's class, subject to relevant institutional academic policies.
- 7.6 Lecturer Faculty members have full access and use of the UNH Libraries and their materials, in accordance with UNH and Library policies.
- 7.7 Lecturer Faculty are encouraged to participate in professional activities as a means of improving not only their own competence and prestige, but the prestige of the University of New Hampshire. While engaging in these activities, Lecturer Faculty members have the obligation to avoid ethical, legal, financial and other conflicts of interest to insure that their outside activities and interests do not conflict with their primary responsibilities at the institution, consistent with the University policy on Conflict of Interest and Commitment. Professional activities include, but are not limited to, expertise associated with teaching, professional development, and service.
- 7.8 When Lecturer Faculty members speak or write as members of the public, they should make every effort to indicate that they are not speaking for the University. They may identify their University affiliation so long as no University sponsorship or endorsement is stated or implied.
- 7.9 Lecturer Faculty members are engaged and supported by the University during the academic year solely to fulfill teaching and related activities as defined in Article 12: Workload Activities of Lecturer Faculty. Lecturer Faculty will not be evaluated on any research activities in which they may engage on their own time, nor may those activities conflict in any way with the individual's teaching and other responsibilities mutually agreed upon with the Department Chair. In the summer, Lecturer Faculty may draw salary and other research support from internal or external grants, the proposals for which have been approved by the Dean and the University.
- 7.10 No decision or action made pursuant to this Agreement that affects a Lecturer Faculty member may be made in an arbitrary or capricious manner. Administrative decisions made pursuant to this Agreement that have an effect on individual Lecturer Faculty shall be consistently applied to the extent that similarly situated individuals in equivalent circumstances will be treated in a comparable manner.
- 7.11 There is no a priori exclusion of Lecturer Faculty from participating in mechanisms of shared governance of their college, department, or any other appropriate unit solely on the basis of their employment category as Lecturer Faculty if, within any system of governance, it is determined that Lecturer Faculty shall be eligible to participate. This agreement shall not be read as requiring their inclusion nor encouraging their exclusion.
- 7.12 Lecturer Faculty will assist appropriate University officials to protect the safety of students, colleagues, and the university community. In particular (but not by way of

limitation), Lecturer Faculty will immediately notify appropriate University officials (e.g. UNH Police and the Title IX Coordinator) of any information that comes to their attention about possible (i) acts of sexual violence by or against a student or which occur on University property, or (ii) threats of harm to self or others posed by a member of the university community. UNHLU and the University will collaborate on dissemination to Lecturer Faculty of educational materials regarding the role they play in supporting a safe and equitable university environment.

Article 8
HEALTH AND SAFETY

- 8.1 All Lecturer Faculty have the right to work in a safe and healthy workplace that meets local, state, and federal safety and health requirements, and that is free from hostility, intimidation, and abuse. Lecturer Faculty shall not be required to work under conditions that violate applicable safety or health laws or regulations. No Lecturer Faculty will be subject to discrimination, discipline, or termination for reporting violations of health and safety requirements, or for reporting workplace violence or the threat of violence in the workplace.
- 8.1.1 Any University facility used by Lecturer Faculty will be in compliance with applicable local, state, and federal health, safety, and environmental regulations and campus policies on environmental health and safety, where applicable and that do not conflict with any provision of this collective bargaining agreement. <http://www.unh.edu/research/sites/www.unh.edu.research/files/docs/PDF.pdf>
- 8.1.2 A Lecturer Faculty may report a condition that he or she believes does not comply with applicable safety or health laws. The report should be in writing and directed to the UNH Contract Administrator. The University will assess the report.
- 8.1.3 Upon receipt of a report and upon conclusion of the assessment, the University shall inform the Lecturer Faculty and the Union, in writing, of the conclusion and what, if any, action is being taken.

Article 9
PERSONNEL FILES

- 9.1 The University shall maintain one official personnel file for each Lecturer Faculty member. This file shall contain all material that will be used to support personnel actions. Documents that make up the file may be stored in multiple locations.
- 9.2 Lecturer Faculty shall have full access to all materials relating to him/her in any part of his/her personnel file. Requests shall be made in writing to Human Resources, and the Lecturer Faculty member shall be promptly furnished with copies of any personnel file content. Human Resources will have the responsibility to identify, collect, and collate all said documents from all locations.

- 9.3 If, upon inspection of any part of his/her personnel file, an employee disagrees with any of the information contained in such file, and the employee and employer cannot agree upon removal or correction of such information, then the employee may submit a written statement rebutting or explaining any document contained therein together with evidence supporting such version. Such statement shall be attached to the item, be maintained as part of the employee's personnel file, and shall be included in any transmittal of the file to a third party and shall be included in any disclosure of the contested information made to a third party.
- 9.4 Personnel files shall not contain any anonymous correspondence. Unsolicited letters may be included in the files if a copy is sent to the Lecturer Faculty in question, providing the documents have relevance, are free of innuendo, and are signed by the author.
- 9.5 Any material in the official personnel file which the Lecturer Faculty member can demonstrate to the University's satisfaction to be inaccurate or untrue shall be immediately removed, and all copies destroyed.
- 9.6 Personnel files shall be maintained in the confidential custody of the University. All reasonable measures shall be employed by the University to prevent unauthorized access.
- 9.7 Access to a Lecturer Faculty member's official personnel file is limited to the Lecturer Faculty member, his or her authorized representative, appropriate University authorized representatives and University System authorized representatives, unless otherwise provided by law.

Article 10
FACILITIES AND SUPPORT

- 10.1 The University shall determine and provide Lecturer Faculty with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional manner.
- 10.2 Lecturer Faculty will be assigned to office space by the Department Chair or other unit administrator, adequate to fit at least a desk, a guest chair, and book storage space per occupant. Where departmental space allocations allow, this will be a private office space in proximity to their home department or program.
- 10.2.1 Private office space shall be given to Principal Lecturers. Principal Lecturers shall not be involuntarily displaced from their offices in favor of newer faculty members of any type.
- 10.2.2 Senior Lecturers with ten (10) or more years of UNH faculty service shall not be involuntarily displaced from their offices, whether private or shared, in favor of newer faculty members of any type.

- 10.2.3 Where space constraints necessitate the sharing of offices among Lecturer Faculty already in post, the reasons for this will be communicated in writing to the individuals in question.
- 10.2.4 In situations in which office space must be shared among Lecturer Faculty of equal rank, the particular requirements of individuals' assigned teaching and service activities will be given consideration in the office assignment.
- 10.2.5 When the space is not sufficient for private offices, there shall be designated space made available for Lecturer Faculty to schedule private meetings with students or colleagues.
- 10.3 Situations necessitating an involuntary modification of office assignment will be based on demonstrable programmatic, facilities or logistical needs. Lecturer Faculty will be given at least 45 days notice of such changes, unless an unforeseen situation dictates otherwise.
- 10.4 The University shall provide each Lecturer Faculty member with reasonable office and computer support equipment, supplies, and services to enable email and mail communication; access to relevant facilities and administrative support; library privileges; and computing capability including access to course management software and software required for the delivery of course materials.
- 10.5 Lecturer Faculty shall be able to access their work facilities (including classrooms, offices, and labs) when needed for the performance of their professional responsibilities. However, this shall not preclude the University from restricting access when necessary for university operations or in case of emergency.
- 10.6 All Lecturer Faculty shall be assigned a University of New Hampshire email account, a Blackboard/Webcat (or successor software) account, and a UNH ID as soon as is practicable upon completion of all appointment paperwork. Lecturer Faculty shall follow university procedures and provide requested information in order to obtain such services.
- 10.7 All Lecturer Faculty members not terminated for cause and who have complied with terms of this Agreement and all policies applicable to the use of university email shall be provided access to a University of New Hampshire email account, a Webcat (or successor software) account, and any applicable course management systems for 90 days after the end of their employment. The former Lecturer Faculty member must continue to comply with the terms of this Agreement and all policies applicable to the use of university information assets.
- 10.8 Upon request, a Lecturer Faculty member will be provided instruction on how to safely operate equipment provided by the University in the performance of his or her duties.

Article 11
APPOINTMENTS AND ASSIGNMENTS

- 11.1 Lecturers, Senior Lecturers, and Principal Lecturers are defined as benefits-eligible teaching faculty. The appointments are made for the academic year, and the Department Chair, Program Coordinator, or Director will assign courses and duties following the requirements in Article 12: Workload Activities of Lecturer Faculty, subject to the approval of the Dean. Lecturers, Senior Lecturers, and Principal Lecturers are under no research or creative scholarship expectations, and are not eligible for tenure.
- 11.2 Lecturer Faculty will be appointed by the Dean of the College in consultation with the Department Chair or Program Coordinator. All appointments shall be offered by the Dean in writing and accepted in writing by the lecturer. The lecturer appointment letter shall specify this is a term contract subject to renewal or non-renewal and contingent on valid work authorization and successful background check. It shall include:
- a) the effective date of the appointment or reappointment;
 - b) the percent time of the appointment or reappointment;
 - c) the rank of the appointment or reappointment;
 - d) salary for the first year of the appointment period (including annual salary and that the Lecturer Faculty member will be paid on a bi-weekly basis.
 - e) the number of Teaching Activities, PSA, and/or SAS units expected (as outlined in Article 12: Workload Activities of Lecturer Faculty);
 - f) recognition that the position is subject to USNH and UNH policies and is governed by the terms and conditions of this Collective Bargaining Agreement;
 - g) a statement indicating that the UNH Lecturer Union will contact the Lecturer Faculty about becoming a member of the bargaining unit; and
 - h) whether or not the appointment is a joint appointment, and if a joint appointment, specify the home department and refer to Provost Office policy on "Joint Non-Tenure-Track Faculty Appointments".
- 11.3 Appointment letters for continuing lecturers shall be offered by March 1 for lecturers who are in their first or second year, and by January 15 for lecturers who are in their third year or thereafter. (These dates are consistent with non-renewals. See Article 15: Termination of Employment.)
- 11.4 New and continuing lecturers will be appointed at one of three ranks: Lecturer, Senior Lecturer, and Principal Lecturer. Normally, for a person with no prior full-time experience at an institution of higher education, an initial appointment will be as Lecturer. However, at the discretion of the Dean, exceptions to rank of hire and/or term of appointment may be made. All Lecturer Faculty appointments or reappointments at any rank are at the discretion of the Dean on the basis of curricular need, sufficiency of financial resources, and satisfactory performance as defined by Article 13: Performance Reviews and Promotion.
- 11.4.1 Those initially appointed as Senior or Principal Lecturers will normally be offered three to five-year initial appointments. Reappointments or appointments following promotion to Senior Lecturer will normally be three to five-year

appointments. Reappointments or appointments following promotion to Principal Lecturer will normally be five-year appointments.

11.4.2 Those initially appointed at the rank of Lecturer will be for one to three years. Reappointments at the Lecturer rank will normally be three-year appointments.

11.4.3 Shorter duration appointments than those set forth above may be made to fill temporary vacancies caused by leaves or searches or for other similar special circumstances.

11.5 Notwithstanding anything herein to the contrary, it is expected that non-renewal following the end of an appointment period may occur for any reason that is not based upon illegal discrimination or is otherwise in violation of any term of this Agreement.

Article 12

WORKLOAD ACTIVITIES OF LECTURER FACULTY

12.1 For 1.0 FTE Lecturer Faculty the academic-year workload standard is eight (8) units. For a 0.88 FTE Lecturer it is seven (7) units, and for a 0.75 FTE Lecturer it is six (6) units. Three categories of units are Teaching, Professional and Service Activities (PSA), and Substantial Administrative Service (SAS). The definition of a "unit" is associated with the time, energy, and actions it takes to teach one standard 3- or 4-credit class.¹

12.1.1 University-wide Standards for the Assignment of Teaching Units

12.1.1.1 Discrete sections of the same course that meet at distinct times in a given semester are to each be considered one (1) teaching unit.

12.1.1.2 Courses that have a combination of lecture and laboratory or workshop components shall be counted as one or more Teaching Units, based on a case-by-case determination with input from the assigned Lecturer Faculty member. For example, one (1) additional unit of Teaching shall be credited to the Lecturer's workload, if in the judgment of the Chair the management and supervision of laboratory or workshop components and their corresponding Assistants requires similar time and energy as it does to teach one standard course.

12.1.1.2.1 It is typical that courses comprised of lecture and multiple sections of a laboratory or workshop course be supported by Graduate Teaching Assistants,

¹ According to the Dean's Council (2013), "a course, as referenced above, is one that meets for an entire semester, carries three or four credits, is the responsibility of a single instructor, and enrolls a minimum number of students as determined by course level and College policy. Multiple sections that meet at the same time and are taught by the same instructor count as one course."

Instructional Assistants, Technicians, or Work-Study students.

12.1.1.3 In accordance with the Discovery Committee of the Faculty Senate, courses with the following designations and attributes, to be counted as no more than one (1) unit, shall have the following enrollment maxima:

12.1.1.3.1 Discovery 444 courses: 25 students

12.1.1.3.2 Discovery 440H courses: 20 students

12.1.1.3.3 Inquiry Attribute: 35 students, excepting approved large inquiry attribute courses with multiple lab sections in which each section shall be capped at 35 students.

12.1.1.3.4 Writing Intensive: 30 students, unless otherwise supported by Graduate Teaching Assistants, Instructional Assistants, or a combination of both. Lecturers will be offered support equal to that provided tenured and tenure-track faculty when section size of an assigned WI course exceeds 30 students. The goal of that extra support is to keep the overall student/teacher ratio for writing intensive courses to 30 or lower.

12.1.1.3.5 The above course categories and maxima are subject to revision by the Faculty Senate, and any such revisions will automatically be incorporated into this CBA.

12.2 The Department Chair, Program Coordinator, or Director assigns courses and duties to Lecturer Faculty, with approval from the Dean. Workload assignments must be fair and equitable.

12.2.1 Each college, with active participation of Lecturer Faculty, will develop internal guidelines concerning Lecturer Faculty workload within 90 days of the ratification of the CBA. These guidelines shall, as appropriate to the college, account for unusual circumstances where an assigned course requires effort that plainly exceeds the normal effort required for a standard course, consistent with this CBA.

12.2.2 Lecturer Faculty members shall have the right to request a college-level review of their workload at any time. Should the review result in a dispute that elevates to a grievance, this review shall be considered the "informal consultation" prescribed in Article 14: Grievance Procedure.

12.3 FTE Status Determination.

12.3.1 Typically, a 1.0 FTE Lecturer will have either six (6) units of Teaching AND two (2) units of PSA OR one (1) unit of PSA and one (1) unit of SAS (see 12.4). In some circumstances, a 1.0 FTE lecturer may have seven (7) units of Teaching and one (1) unit of PSA.

12.3.2 Typically, a 0.88 FTE Lecturer has six (6) units of Teaching and one (1) unit of PSA (see 12.4).

12.3.3 Typically, a 0.75 FTE Lecturer has five (5) units of Teaching and one (1) unit of PSA (see 12.4).

12.3.4 All Lecturer Faculty will have at least one unit of PSA in their workload. Except as outlined in 3.1, each unit of SAS performed to meet departmental, programmatic, or college, or university needs is the equivalent of one unit of Teaching. Any such exchange of units is solely the prerogative of the department, program, or college.

12.3.5 Reassignment of FTE. Any change in FTE status is by mutual agreement if intended to occur during an appointment period. If the change is to commence at the beginning of a new appointment period, the FTE status and mix of units will be the prerogative of the department, program, or college. When a Lecturer Faculty member's FTE status is changed upon reappointment, the reasons shall be made clear in writing.

12.4 The three categories of units are detailed below with examples of activities included in each:

12.4.1 Teaching Activities. What follows is a list of activities associated with each unit of Teaching; however, this is not exhaustive.

- Creation of syllabi
- Preparation of course content and course deliverables
- Classroom and/or web-based instruction and testing
- Grading and related feedback, including midterm and final assessments
- Support of student learning
- Informal student advising
- Scheduling, announcing, and administering of weekly office hours
- Selection and acquisition of textbook / material
- Maintenance of course management systems
- Competence in classroom / AV equipment
- Creating and implementing accommodations for DSS students and student athletes

- Administering common and final exams
- Responding to student communications

12.4.2 Professional and Service Activities (PSA). What follows is a list of activities that may be completed to fulfill the PSA requirement; however, this is not exhaustive. Some of the activities in each list require a far more material time commitment than others, so each activity by itself may or may not constitute a full unit. Lecturer Faculty will meet annually with their program/department chair or coordinator to review the portfolio of activities that will meet their PSA requirement for the year.

a. Direct Support of Academic Programs and Students

- Curricular/program development, revision and assessment
- Participation in program accreditation/reaccreditation processes and internal/external program reviews
- Direction of undergraduate theses, field studies, internships, experiential learning activities, and independent study projects
- Writing letters of recommendation for students
- Administration and assessment of placement exams
- Attending University events such as new student orientation, Wildcat days, open house, student extracurricular activities, graduation, honors convocation, and study abroad fairs
- Judging graduate and undergraduate research presentations or posters
- Musical accompaniment for faculty or student performances

b. Staying Current in the Field

- Participation in relevant professional training opportunities
- Maintenance of professional certifications, certificates, and credentials
- Attending and/or presenting at pedagogical forums, workshops, seminars, colloquia
- Attending and/or presenting at professional conferences
- Delivering guest lectures and invited seminars (internal and external)
- Attending professional workshops such as CETL, FITSI, etc.
- Service to professional associations/organizations
- Participation in University-sponsored trainings related to legal compliance or University policies.

c. Support of Colleagues

- Attending department and/or program meetings
- Attendance at events for students or alumni of the department and college
- Membership in departmental, college, and university committees such as:
 - search committees
 - admissions committees
 - scholarship awards committees
 - thesis committees

- Serving on the Lecturers Council, Faculty Senate, Executive Committee of UNHLU-AAUP, Negotiating Team, Department Union ombudsperson
- Assigned formal mentoring of new and fellow faculty and/or staff

12.4.3 Substantial Administrative Service (SAS). What follows is a list of activities that determine a unit of SAS; however, this is not exhaustive. Some of the activities require a more material commitment than others, so each activity by itself may or may not constitute a full unit.

- Coordination, support and/or maintenance of facilities, including laboratories, studios, greenhouses, barns, etc.
- Faculty advising of a student organization
- Maintenance of program or departmental websites and social media sites
- Curricula coordination of course with sections taught by multiple instructors
- Coordinating conferences and special events
- Formal advising of undergraduate majors
- Academic program coordination
- Direction or coordination of a study abroad program

Article 13

PERFORMANCE REVIEW AND PROMOTION

- 13.1 Statement of Purpose - The consistent improvement of employees, especially as it applies to teaching and mentoring, is crucial to the educational mission of the University. The performance review should provide candid, respectful, and objective feedback as part of a reflective professional development process. Lecturer Faculty will be reviewed on the full range of their workload, as outlined in Article 12: Workload Activities of Lecturer Faculty, which is acknowledged to primarily be teaching, but may include other activities.
- 13.2 Reporting - All Lecturer Faculty shall complete an annual report at the close of each academic year using the Faculty Annual Report (FAR) platform or such other mechanism as designated by the University.² As part of FAR, Lecturer Faculty will complete the “Self Assessment of Past Year and Plans for Upcoming Year/Additional Information.” All Lecturer Faculty shall be responsible for maintaining hard copies of original course evaluations and course syllabi for each year of service. Course syllabi should be submitted to the Department Chair each year. Lecturer Faculty are responsible for the assembly and submission of their own materials for consideration of promotion to Senior and Principal Lecturer.
- 13.3 Regular Reviews - During the Lecturer’s appointment (see Article 11: Appointments and Assignments), the college dean or his/her designee shall provide Lecturer Faculty with a written performance review annually by May 1. The written review shall convey an

² Throughout the CBA, FAR shall reference the current FAR platform or any successor mechanism.

assessment of overall performance, including any necessity for improvement and growth, as well as any areas of excellence. The Dean, Dean's designee, or Department Chair will also promptly convey, where and when appropriate, the resources and mechanisms to foster professional development and improvement.

13.3.1 Teaching Activities will be evaluated based on course evaluations from students, classroom observation, and the information provided by FAR.

13.3.1.1 In the review of student course evaluations, the Department Chair and Dean will exercise their judgment with respect to potential mitigating factors such as response rate, class size, and level of course.

13.3.1.2 Chair observation: An announced classroom observation, by physical or virtual means, of each Lecturer Faculty by the Department Chair, Program Coordinator, or their designee shall occur at least once per review period. The Chair or their designee (e.g., the Associate Chair or Program Coordinator) will provide a written assessment of the Lecturer Faculty's teaching to him/her. The assessment will be included in his/her personnel file within two weeks of the assessment.

13.3.1.3 Peer observation: The Lecturer faculty member may choose to have an announced classroom observation, by physical or virtual means, by a peer evaluator once per appointment period. The peer evaluator should be from a closely related discipline. The peer evaluator will be jointly chosen by the Department Chair or Program Coordinator and the Lecturer Faculty member. If the two are unable to agree upon an evaluator, the Dean or Associate Dean shall make a determination. The evaluator will provide a written assessment of the Lecturer Faculty's teaching to him/her and to the Department Chair or Program Coordinator. The assessment will be included in his/her Personnel File within two weeks of the assessment.

13.3.1.3.1 Faculty at the rank of Lecturer may be evaluated by Senior or Principal Lecturers, and Associate Professors or Professors. Senior Lecturers may be evaluated by Senior or Principal Lecturers, and Associate Professors or Professors. Principal Lecturers may be evaluated by Principal Lecturers, Associate Professors, or Professors.

13.3.2 Professional and Service Activities completed during the review period will be evaluated based on the Department Chair's assessment of quality of execution of the assigned duties, including information in the FAR.

- 13.3.3 Substantial Administrative Service completed during the review period will be evaluated based on the Department Chair's assessment of the quality of execution of the assigned duties, including information in the FAR.
- 13.3.4 Prior to submitting a review to the College Dean or his/her designee, the Department Chair shall hold a review meeting with the Lecturer Faculty unless waived by the Lecturer Faculty. The purpose of the meeting is 1) to provide candid, respectful, and objective feedback, 2) to enhance professional development of the faculty member, and 3) to document the outcome of the review. Following the review meeting, the Department Chair shall sign and date a summary report. The Lecturer Faculty shall also sign the document to indicate receipt of the summary. Should the Lecturer Faculty disagree with the content of the review or interpretation of the results, he or she may provide a rebuttal letter. This letter shall be included in the review documentation submitted to the College Dean or his/her designee, for inclusion in the Lecturer's personnel file.
- 13.3.5 Within ninety (90) calendar days of the ratification of this contract, the UNH administration and UNHLU will jointly create overarching University-wide evaluation criteria to ensure objectivity, fairness, and transparency in the evaluation process.

13.4 Promotion Reviews

13.4.1 Promotion Committees

- 13.4.1.1 Promotion to Senior Lecturer will be granted by the College Dean, based on the recommendation of the promotion committee and the judgment of the Dean. The promotion committee will be comprised of the department chair or program coordinator, at least one Lecturer of higher rank, and at least one other tenure track faculty member at the Associate or Full Professor rank in that department or program. Efforts shall be made to include committee members with similar disciplinary background. If the department has no Senior or Principal Lecturers, one will be selected by the Dean from a closely-related department.
- 13.4.1.2 Promotion to Principal Lecturer will be granted by the College Dean, based on the recommendation of the promotion committee and the judgment of the Dean. The promotion committee will be comprised of the department chair or program coordinator, at least one Principal Lecturer, and at least one other tenure track faculty member at the Full Professor rank in that department or program. Efforts shall be made to include committee members with similar disciplinary

background. If the department has no Principal Lecturers, one will be selected by the Dean from a closely-related department.

- 13.4.1.3 No member of the Promotion Committee may have a familial relationship with the candidate. In such cases where the requirements of 13.4.1.1 and 13.4.1.2 cannot be fulfilled, an appropriate alternate committee member shall be selected by the College Dean.
- 13.4.2 Promotion Timeline – Once a Lecturer meets the criteria required for promotion, they may initiate the promotion process. While there is no minimum or maximum number of years of service for eligibility for promotion, it is typical that the process for promotion to Senior Lecturer be initiated in the seventh year of continuous or cumulative employment at the rank of Lecturer. It is typical that the process for promotion to Principal Lecturer be initiated in the sixth year of continuous or cumulative employment at the rank of Senior Lecturer.
- 13.4.3 Initial Development of Promotion Criteria and Transitional Process
 - 13.4.3.1 Each college will develop its criteria and processes for granting promotion to the ranks of Senior Lecturer and Principal Lecturer, consistent with overarching University guidelines and in accordance with 13.4.1. Representatives of Lecturer Faculty must be actively included in the creation of the college and department promotion criteria and process. The authority for final approval of the college's criteria and processes rests with the Dean.
 - 13.4.3.2 The processes outlined in 13.4.3.1 shall be completed within four academic-year months following the ratification of this Agreement.
 - 13.4.3.3 Within 60 calendar days of the completion of the process set forth in 13.4.3.1, the Colleges will review and assign incumbent Lecturer ranks.
- 13.4.4 Ongoing Promotion Process Timeline
 - 13.4.4.1 The Promotion Committee will submit its recommendation to the Dean by February 1 of the year in which the case is heard.
 - 13.4.4.2 The Dean will inform the candidate and the Provost of his/her decision on the case by March 15.
 - 13.4.4.3 The salary increase associated with any promotion will become effective at the beginning of the following fall semester.
- 13.4.5 Any Lecturer Faculty has the right to file a grievance in accordance with the Grievance Article if he/she is not promoted and can prove that the processes

were not properly followed or that the college's approved criteria were applied in an arbitrary or capricious manner.

13.4.6 It is acknowledged that there is no “up or out” policy for Lecturer Faculty.

Article 14
GRIEVANCE PROCEDURE

14.1 Preamble

14.1.1 In agreeing to this Article, it is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of an alleged violation of this Agreement or any policy incorporated by reference into this Agreement and to attempt to do so at the earliest stages of this Procedure. To this end, the UNHLU Contract Administrator/Grievance Officer will work with the Grievant, UNH Contract Administrator, and others to conduct all steps of the process in a timely manner.

14.1.2 The parties further agree that no Lecturer Faculty shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.

14.1.3 Grievances shall proceed when a violation of this Agreement or any policy incorporated by reference into this Agreement is suspected to have been committed by a member or members of the Administration or their agents.

14.1.4 Lecturer Faculty or UNHLU may neither file nor attempt to pursue a grievance under this Article if a request for relief has been filed under any other process or in any other forum.

14.2 Definition

14.2.1 A grievance is defined as a written complaint alleging a misinterpretation, misapplication or violation of a provision(s) of this Agreement or any policy incorporated by reference into this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the UNHLU.

14.2.2 A grievance is considered to be formally filed when it is submitted to Step One of this procedure.

14.3 Informal Consultations

14.3.1 It is expected that a Lecturer Faculty member will discuss his or her concern(s) with the person(s) committing the alleged violation and with any other appropriate parties including the member's Department Chairperson prior to Step One.

14.3.2 The discussions between the parties at this step should be open, informal, and directed toward developing a mutually acceptable solution of the grievance.

14.3.3 Any problem resolution reached at this stage of the procedure will be non-precedent-setting and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.

14.4 Step One: Initial Meeting

14.4.1 If the informal consultations have failed to achieve a settlement of the alleged violation, the UNHLU, on behalf of the Grievant, shall submit a formal written grievance (which states the basis of the grievance, the specific provision of this Agreement or any policy incorporated by reference into this Agreement alleged to have been violated, and the remedy sought, along with any documents supporting the complaint) to the UNH Contract Administrator.

14.4.2 The request for the Step One meeting must be made in writing, by the UNHLU, and should be made as promptly as possible, but in no case shall it be made more than ninety (90) calendar days after the Grievant has become aware of the alleged violation(s) being contested. The Administration will have twenty-one (21) calendar days to schedule and complete the Step One meeting.

14.4.3 The Step One meeting will include the Grievants, including a representative of the UNHLU, and members of the administration who have the authority to resolve the problem. Legal Counsel for either or both parties may attend the Step One meeting. The goal of the meeting will be to review the grievance and attempt to fashion a mutually acceptable resolution. The meetings shall be non-adversarial and each party will extend serious consideration to the views of the other parties. All parties will make available to the others all relevant documents and other evidence bearing upon the grievance, and any person having knowledge of the circumstances surrounding the grievance will be expected to share his or her information with the group.

14.4.4 The Administration will have twenty-one (21) calendar days from the Step One meeting to resolve the grievance presented and respond in writing to the Grievant and the UNHLU. If these deadlines are not met, the grievance shall be deemed unresolved and the UNHLU may proceed to Step Two.

14.4.5 If the parties are able to reach a consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

14.5 Step Two: Binding Arbitration

14.5.1 If after the Step One efforts have been exhausted, but no later than fourteen (14) calendar days after receipt, by the UNHLU, of the written response toward resolution, the grievance remains unresolved to the satisfaction of the UNHLU,

the UNHLU may proceed to binding arbitration to resolve the grievance. The UNHLU will share the cost of the Arbitrator and related transcription services. The Arbitrator will be selected according to the procedures described below.

14.5.1.1 Selection of the Arbitrator:

At such time as a grievance goes to Step Two, the University and the UNHLU will mutually agree to an arbitrator. If one cannot be selected by mutual agreement, the arbitrator will be appointed by the arbitrator selection process of the New Hampshire Public Employee Labor Relations Board. Notwithstanding the foregoing, nothing in this article shall give the PELRB jurisdiction to hear any appeal of an arbitrator's award regarding appeals governed by RSA 542.

14.5.2 The parties will cooperate fully with the Arbitrator in making available the evidence he or she requires to effect a resolution of the grievance.

14.5.3 Unless there is mutual agreement by all parties to modify the scope of the hearing, the issue to be addressed by the Arbitrator shall be restricted to the alleged violation which was the subject of Step One of the Grievance Procedure. In the event that the Arbitrator must make an award, the decision of the Arbitrator will be restricted to whether or not there has occurred a violation of the Agreement or any policy incorporated by reference into this Agreement. If a violation is found, the Arbitrator shall specify the remedy in accordance with the terms of this Agreement or any policy incorporated by reference into this Agreement. The Arbitrator shall have the authority to decide the relevance of documentary evidence and/or testimony.

14.5.4 A decision of the Arbitrator on any issue properly before him or her shall be final and binding upon the University, the University System, the UNHLU, and all affected Lecturer Faculty. The Arbitrator's decision-making authority shall be limited to determining whether the provision(s) of this Agreement or any policy incorporated by reference into this Agreement have been violated, misinterpreted or misapplied and if so, to provide a remedy that provides the grievant with the pay, benefits, and rights to which they were entitled under the Agreement or any policy incorporated by reference into this Agreement. The Arbitrator shall not have the authority to add to, amend, modify, nullify or ignore in any way the provision(s) of this Agreement and shall not make an award which would, in effect, grant the UNHLU or the Lecturer Faculty any right or benefit which was not achieved through the negotiation process.

14.5.5 Any appeal of the Arbitrator's decision will conform with RSA 542 and any successor legislation.

14.6 General Provisions

14.6.1 Failure by the Grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be

considered acceptance by the Grievant of the decision rendered at the preceding step.

14.6.2 A failure to reach a resolution within the time limits specified shall permit the Grievant to move to the next step of the procedure. If the Step One meeting does not take place within the time limits prescribed or within an extension of time mutually agreed upon; and if the failure to convene the meeting within such time limits is demonstrably the result of negligence on the part of the administration; and if the grievance is appealed to Step Two, then the administration will pay the entire cost of the arbitration which is normally shared equally by the parties. Likewise if the failure to convene the meeting within such time limits is demonstrably the result of negligence on the part of the Grievant or the UNHLU; and if the grievance is appealed to Step Two, then the UNHLU will pay the entire cost of the arbitration. Any dispute over the identity of the party for the failure to convene the meeting in a timely fashion will be resolved by the Arbitrator.

14.6.3 The time limits prescribed in this article may be extended by mutual agreement of the administration and the UNHLU.

14.6.4 A Grievant may withdraw his or her grievance at any point in this procedure.

14.6.5 If the Grievant is unable to pursue the grievance because of circumstances beyond his/her control, the UNHLU may become the Grievant at any stage in the procedure.

14.6.6 The arbitration hearing shall be conducted by the rules of the American Arbitration Association.

14.6.7 The costs of arbitration shall be shared equally by the University and the UNHLU.

14.6.8 If mutually agreed upon, the administration will make a taped, stenographic or other type of verbatim record of the arbitration proceedings and will provide a copy of such record to the UNHLU. The cost of providing this record will be shared equally by the University and the UNHLU.

Article 15

TERMINATION OF EMPLOYMENT

15.1 Non-reappointment

15.1.1 Appointments of lecturers expire at the stated end of the appointment. Notice of non-reappointment shall be given to lecturers based on the Lecturer's length of service at the end of the appointment year:

- First and second year – by March 1st
- Third year and thereafter – by January 15th

15.1.2 Late notice shall entitle the non-reappointed Lecturer to reappointment for a semester or compensation in lieu thereof, at the University's discretion.

15.1.3 The University shall provide the basis for the non-reappointment in writing to the Lecturer.

5.2 Retrenchment Mid-Appointment

15.2.1 Retrenchment as the result of institutional financial exigency, or program elimination where any Lecturer Faculty would be terminated prior to the end of their appointment term, shall be applied in the following manner:

15.2.1.1 A staffing plan will be developed under the direction of the Provost and/or relevant Dean(s) in coordination with affected Department Chair(s) to address such personnel actions. Staffing plans may include proposals for reductions in FTE (e.g. reduced workload and reduced salary), temporary or permanent reassignments within the institution, or other options that may obviate or lessen the need for Lecturer Faculty terminations.

15.2.1.2 Prior to taking action, the Provost and/or relevant Dean(s) shall notify the UNHLU of the University's intention to effect retrenchment and identify the departments/programs likely to be affected.

15.2.1.3 Consistent with the educational mission of the department, program, sub-field, or discipline affected, decisions about termination mid-appointment shall first take into account performance and ability to meet post-retrenchment teaching needs of the department or program. If two or more Lecturer Faculty are assessed as equal on those criteria, terminations shall take place among Lecturer Faculty in inverse order of rank and within rank inverse order of length of service from date of original appointment. The original appointment shall mean the date of first appointment to University service as Lecturer Faculty.

15.2.1.4 The Administration will notify employees subject to retrenchment by January 15th for termination as of the following June 30th or by August 15th for termination as of the following December 31st.

15.2.1.5 Persons removed as a result of retrenchment shall be advised by Human Resources of the opportunity to apply for reemployment in the same or a similar position at the University for a period of three (3) years. The University shall make every reasonable effort to place within the University an incumbent so separated, provided that a

suitable position for which the person is otherwise qualified is available for such appointment.

15.3 Dismissal and Suspension Without Pay

15.3.1 During the appointment period, a lecturer shall be subject to dismissal or suspension without pay, at the discretion of the University, for just cause. A dismissal refers to the termination of a lecturer during the term of an appointment for reasons other than retrenchment.

15.4 Resignation and Retirement

15.4.1 A Lecturer wishing to resign should submit a letter of resignation to the University one hundred and twenty (120) days in advance through appropriate administrative channels, normally beginning with the department Chairperson or the equivalent. When considering the interruption or termination of service, the lecturer should recognize the effect of resignation upon the program of the institution and should give due notice of intentions.

15.4.2 It is expected that the timing of a resignation will coincide with the end of the academic year. The University recognizes that there are circumstances in which a change of employment will enhance a professional career and it will not hinder efforts to take advantage of such circumstances. Lecturers should keep the University informed of the progress of arrangements for other employment and submit a formal resignation as early as possible in order to ensure an orderly transition.

15.4.3 Lecturers shall provide a minimum of one hundred and twenty (120) calendar days to the UNH Office of Human Resources in order to indicate an intent to retire from the University. The lecturer will receive counseling regarding various benefit programs associated with applicable retirement programs sponsored by the University to insure a smooth transition from active employment to retirement status during the one hundred and twenty (120) days.

Article 16

SALARY

16.1 All salaries enumerated in this article are based on 1.0 FTE. All salary figures, except if noted, will be pro-rated based on the employee's FTE status. All increases based on a percentage of a Lecturer Faculty member's salary will be based on that salary and shall not be prorated by FTE status.

16.2 Promotions

16.2.1 For promotions effective during FY16 – FY17, a base salary increase will be granted as follows:

	<u>FY16</u>	<u>FY17</u>
Lecturer to Senior Lecturer	\$4,130	\$4,340
Senior to Principal Lecturer	\$4,960	\$5,210

16.2.2 Salary increases connected to the one-time reassessment of rank, as outlined in Performance Review and Promotion, will be effective as of August 24, 2015. These increases will be at the FY16 level.

16.2.3 Salary increases associated with ongoing promotions will occur as outlined in Performance Review and Promotion.

16.3 Academic-Year Overload Salary

16.3.1 Lecturer Faculty members who teach additional classes during the academic year shall receive 12% of their annual base salary (as based on 1.0 FTE) per overload 3-credit or 4-credit course taught. 1-credit or 2-credit courses shall be compensated at 6%.

16.4 Base Salary Increases for Fiscal Year 2015

16.4.1 For FY15, an across-the-board continuing salary increase of 2.0% will be granted to each Lecturer Faculty member. In addition, a market equity increase of \$880 will be granted to each Lecturer Faculty member. Such increases shall be effective retroactively to January 7, 2015.

16.4.2 After the FY15 across-the-board and market equity increases, no full-time Lecturer shall be paid less than \$49,430, no full-time Senior Lecturer shall be paid less than \$59,320, and no full-time Principal Lecturer shall be paid less than \$71,180.

16.4.3 Specifically exempt from receipt of the continuing base salary increase delineated in 16.4.1 are:

- Those who have been notified of termination or non-renewal
- Those hired after August 25, 2014

16.4.4 Retirees and the estate of deceased faculty will receive a pro-rated portion of the salary increase consistent with their service during the contract period.

16.5 Base Salary Increases for Fiscal Year 2016

16.5.1 For FY16, an across-the-board continuing salary increase of 3.0% will be granted to each Lecturer Faculty member. In addition, a market equity adjustment of

\$880 will be granted to each Lecturer Faculty member. Such increases shall be effective August 24, 2015.

16.5.2 After the FY16 increases specified in 16.5.1, no full-time Lecturer shall be paid less than \$51,660, no full-time Senior Lecturer shall be paid less than \$61,990, and no full-time Principal Lecturer shall be paid less than \$74,390.

16.5.3 Specifically exempt from receipt of the continuing base salary increases delineated in 16.5.1 are:

- Those who have been notified of termination or non-renewal
- Those hired after July 1, 2015

16.5.4 Retirees and the estate of deceased faculty will receive a pro-rated portion of the salary increase consistent with their service during the contract period.

16.6 Base Salary Increases for Fiscal Year 2017

16.6.1 For FY17, an across-the-board continuing salary increase of 1.0% will be granted to each Lecturer Faculty member. In addition, a market equity adjustment of \$1,170 will be granted to each Lecturer Faculty member. Such increases shall be effective August 22, 2016.

16.6.2 For FY17, a merit/equity pool shall be established for each College in an amount equal to 2.0% of the College's salary base for eligible Lecturer Faculty covered under this bargaining agreement.

16.6.2.1 This pool shall be distributed in its entirety as continuing salary increases to the College's Lecturer Faculty members. Such increases will be effective August 22, 2016 and after FY17 promotional amounts have been granted.

16.6.2.2 No later than May 1, 2016, the Chair shall recommend to the Dean the amount of the merit increase to be awarded to each department's Lecturer Faculty member. The recommendations shall be based on the results of the most recent annual evaluation per Performance Review and Promotion, and/or an articulation of any internal equity issue that should be addressed. The Dean shall review all recommendations and ensure that fair and equitable increases are awarded across the College.

16.6.3 After the FY17 increases specified in 16.6.1 and 16.6.2, no full-time Lecturer shall be paid less than \$54,240, no full-time Senior Lecturer shall be paid less than \$65,090, and no full-time Principal Lecturer shall be paid less than \$78,100.

16.6.4 Specifically exempt from receipt of the continuing base salary increases delineated in 16.6.1 and 16.6.2 are:

- Those on who have been notified of termination or non-renewal

- Those hired after July 1, 2016

16.6.5 Retirees and the estate of deceased faculty will receive a pro-rated portion of the salary increase consistent with their service during the contract period.

16.7 Other Salary Increases

16.7.1 Nothing in this Agreement shall preclude the University from providing salary increases to members of the bargaining unit in excess of the amount specified in this Article, provided that such increases are for the purpose of relieving inequities not adequately addressed by the provisions of this Article, for the purpose of matching bona fide offers from other institutions, or for rewarding professional contributions. UNHLU-AAUP shall be notified in writing of the amount paid and of the specific reasons for the award.

16.7.2 The University shall commit to completing a gender equity study for Lecturer Faculty during the term of this contract. The results will be used to determine any necessary salary adjustments in the context of the negotiation of a successor contract.

16.8 New Hires

16.8.1 Should a Lecturer Faculty member be hired at a salary which is greater than those at the same rank in his or her department, the UNHLU-AAUP shall be notified in writing of the starting salary and the rationale for its award.

Article 17

SUMMER AND JANUARY-TERM COMPENSATION

17.1 When courses become available within a department for Summer and J-term sessions, these opportunities shall be made known in a timely manner. Department chairs, in consultation with the Dean, shall assign these course assignments according to the needs of the department and college. Once assigned, courses may be canceled by the college by reason of insufficient enrollment.

17.2 Compensation for bargaining unit members for teaching in the summer and January-term sessions shall be set on a per course basis. Beginning with the 2016 sessions, the minimum rates of compensation for a 3-credit or 4-credit course shall be equal to 12% of the minimum of the rank for 1.0 FTE, irrespective of the Lecturer Faculty member's FTE status.

	<u>FY 2016</u>	<u>FY 2017</u>
Lecturer	\$6,200	\$6,510
Senior Lecturer	\$7,440	\$7,810
Principal Lecturer	\$8,930	\$9,370

- 17.3 Effective Summer 2016, faculty teaching independent study courses shall be compensated at the rate of \$ \$150 per credit; faculty teaching Applied Music courses shall be compensated at the rate of \$ \$200 per credit.

Article 18
BENEFITS

- 18.1 The USNH Human Resources Office benefits plan provides eligible Bargaining Unit Lecturer Faculty members with an opportunity to select coverage and plan features from three medical plan options, dental, life and long-term disability options and a Flexible Spending Account for expenses allowable under federal law. Unless otherwise qualified by this agreement, unit members shall receive the benefits approved and outlined in Board of Trustee or USNH policy, as of 1/1 of each calendar year covered by this contract. This includes policy governing eligibility, effective dates of coverage and contribution levels.

- 18.2 Medical Benefits. Lecturer Faculty are provided with three medical plan options: Health Maintenance Organization (HMO), the Choice Plan (PPO) and the Point of Service (POS) plan. Summary plan descriptions are provided by USNH Human Resources at www.usnh.edu/hr/ in the benefits section.

- 18.2.1 HMO. This agreement shall provide HMO medical benefits at a rate of employer and employee contribution as indicated below. This rate of contribution is applied to the cost of each coverage category (the annual total premium).

HMO Medical Plan Cost Share		
Coverage	Employee Contribution	Employer Contribution
Individual	10%	90%
Two Person	14%	86%
Family	18%	82%

- 18.2.2 Choice. This agreement shall provide Choice Plan medical benefits at a rate of employer and employee contribution as indicated below. This rate of contribution is applied to the cost of each coverage category (the annual total premium).

Choice Plan Medical Plan Cost Share		
Coverage	Employee Contribution	Employer Contribution
Individual	5%	95%
Two Person	9%	91%
Family	13%	87%

18.2.3 POS. This agreement shall provide POS medical benefits at a rate of employer and employee contribution as indicated below. This rate of contribution is applied to the cost of each coverage category (the annual total premium).

POS Medical Plan Cost Share		
Coverage	Employee Contribution	Employer Contribution
Individual	16%	84%
Two Person	21%	79%
Family	23%	77%

- 18.3 Dental Benefits. Lecturer Faculty are provided with three Dental Plan options: Option A: Cash Incentive, Option B: Basic, and Option C: High. The employer contribution will be equivalent in all plans. Summary plan descriptions are provided by USNH Human Resources at www.usnh.edu/hr/benefits.htm.
- 18.4 Other Voluntary Programs. The USNH Human Resources Office may establish insurance benefits in addition to the flexible benefit plan. These will have no employer contribution. These optional insurance plans may provide eligible Lecturer Faculty with the opportunity to select coverage and plan features for such programs as additional life insurance, additional accidental death and dismemberment insurance, long-term care insurance, short-term disability and vision coverage. These programs are normally paid through employee payroll deductions.
- 18.5 Retirement Savings Plan. The University System of New Hampshire offers eligible Lecturer Faculty members the opportunity to participate in a 403(b) voluntary defined contribution retirement plan. The Summary of Plan Provisions describes plan information, including, but not limited to eligibility, enrollment, contribution levels, vesting (including breaks in service), beneficiaries, withdrawals, involuntary termination, additional retirement contributions, and annual limits. The Plan is subject to federal laws, such as the Internal Revenue Code (IRS) and other federal and state laws. The provisions of the Plan are subject to revision due to changes in laws or to pronouncement(s) by the IRS.
- 18.5.1 Effective December 1, 2012 contribution levels for those hired or enrolled in retirement after July 1, 2011:³

³ In 1994 benefits-eligible faculty and staff members hired prior to 6/30/1994 had the opportunity to choose an additional 1% retirement contribution (ARC) made by USNH or the Medicare Complimentary Plan (MCP). Those who chose ARC and those hired and enrolled between 1994 and June 30, 2011 receive an additional 1% USNH contribution to their retirement plans, except at the Initial Contribution Level. One current member of the bargaining unit elected MCP before access to that plan was terminated and remains grandfathered.

Initial Contribution Level. The initial contribution level in the USNH Retirement Plan provides for the University System to contribute 6% and the participant to contribute 6%. After one full year of participation at the Initial Contribution Level, the University System contribution will increase to the Standard Contribution Level of 10%.

Standard Contribution Level. The standard contribution level provides for the University System to contribute 10% and the participant to contribute 6%.

Alternate Contribution Level. The alternate contribution level provides for the University System to contribute 4% and the participant to contribute 2.5%.

Middle Contribution Level. The middle contribution level provides for the University System to contribute 6% and the participant to contribute 4%.

- 18.5.2 Contribution based on Salary over the IRS Permitted Level. USNH does not consider regular budgeted salary in excess of the IRS prescribed limit. The limit is indexed for inflation per IRS Section 401(a)(17)B for the purpose of calculating contributions to the USNH's defined contribution retirement plan. The difference between the amount contributed based on the salary maximum and the amount the employee is eligible for based on their regular budgeted salary will be contributed into a personal annuity.
- 18.5.3 Vesting of contributions. Lecturer Faculty are fully and immediately vested in the accrued benefits arising from their contributions. For purposes of vesting of employer contributions, years of service begins when a status faculty member starts contributing to the retirement plan at a level, either 6%, 4% or 2.5%, which is matched by a USNH contribution. After three (3) years or more of service as defined in the University System of New Hampshire 403(b) Summary Plan Provisions, the faculty member is 100% vested in the employer contributions.
- 18.6 Tuition. For eligible Bargaining Unit Lecturer Faculty members the tuition benefit covers enrollment in up to five courses per year for any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes full employer paid coverage in-state of tuition (varies by institution and program) for both the courses and any mandatory fees that all students are assessed as a prerequisite for registration, unless specifically exempt. The costs for food and/or accommodations are not covered. See USY V.A.4.7.⁴
- 18.7 Tuition for Spouses and Dependent Children. For spouses and dependent children, the tuition benefit is available after the Lecturer faculty member has been employed at UNH for one academic year. It covers enrollment in any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes one-half the cost of in-state tuition⁵ (varies by institution

⁴ For purposes of this benefit, out-of-state employees are considered in-state.

⁵ For purposes of this benefit, out-of-state employees are considered in-state.

and program) pro-rated for percent time of faculty appointment for both the courses and any mandatory fees that all students are assessed as a prerequisite for registration, unless specifically exempt. The costs for food and/or accommodations are not covered. See USY V.A.4.7.

18.7.1 A spouse is any person who is legally defined as a “spouse” by the State of New Hampshire and/or is qualified as a legally-recognized spouse under UNSH policy.

18.7.2 Children are considered dependent if, at the time of class registration, they are unmarried, have not reached the age of 24, and are dependent on the Lecturer faculty member for more than half of their financial support.

18.7.3 Employer Paid Tuition Benefits for Children of Deceased Faculty/Staff Members. Children of deceased faculty/staff members who, at time of death, had been employed in a status position for at least five (5) years are entitled to the same educational benefit as indicated above up to age 24 or "legally dependent" status defined by the IRS.

18.8 Transition to Retirement

18.8.1. Any Lecturer faculty member with 10 or more years of status service and is at least 59 1/2 years of age wishing to reduce their time status may apply to the Dean for approval to transition to full retirement.

18.8.2 The Lecturer faculty member may reduce employment to be between 88-50%, but not less than 50%, and may select the transition for a period of up three years or the remainder of the term of their appointment, whichever is less. The Lecturer faculty member’s salary base will be pro-rated based on the percent time of employment. Participating Lecturer faculty will be eligible to continue their existing USNH group medical and dental coverage at the same cost sharing arrangement as outlined in 18.2 and USY A.4.3. Life insurance, disability insurance, and retirement contributions are based on the reduced appointment salary. Tuition benefits for employees will be the same as outlined in 18.6. Tuition benefits for spouses and dependents and paid sick leave are based on the reduced appointment percentage.

18.8.3 The department chairperson, subject to the approval of the appropriate dean, shall make the Lecturer faculty member’s workload assignments based on the reduced time appointment. The Lecturer faculty member will not be permitted to work for the USNH in a status position more than three (3) years after the effective date of reduced time status associated with the transition to retirement. During this period of service, the individual agrees that he/she cannot increase the percent time worked. After completion of the transition period, the individual agrees to fully retire. The Lecturer faculty member may collect his/her retirement income (TIAA/CREF, Fidelity) while continuing to be employed in the reduced time status position.

18.8.4 Lecturer faculty will be eligible to participate in the USNH Deferred Compensation Plan 457(b) that allows individuals to contribute additional funds beyond the yearly 403(b) maximum.

18.9 Emeriti Benefits

18.9.1 Principal and Senior Lecturer faculty who meet the qualifications of the USNH definition of a retiree may be nominated by the Dean for emeritus appointment. As a continuing member of the University, the emeritus Principal or Senior Lecturer shall have privileges as defined by UNH policy. The president will exercise final approval of emeritus status.

18.10 Medical Coverage for Retirees

18.10.1 Lecturer faculty members who meet the qualifications of the USNH definition of a retiree (see USY.C.9.2), are enrolled in a USNH medical plan prior to retirement, and retire may continue coverage until they are eligible for Medicare coverage at age 65. The maximum period of continued coverage beginning with retirement and at the employee cost share is three years.

18.10.2 Spouses, domestic partners who are eligible under the hardship exception, and/or dependents of retirees, who are covered under the Lecturer faculty member's USNH medical plan at the time of retirement are eligible for continued coverage as long as they meet the eligibility criteria under the medical plan. Coverage for family members ends on the same date as coverage for the retiree ends. The Lecturer Faculty member will pay the same premium as active employees for the dependent coverage.

18.11 At the sole discretion of the University, Lecturer Faculty may be offered a Separation Incentive Program (SIP), as per USNH policy at <http://www.usnh.edu/olpm/>.

Article 19 Leaves of Absence

19.1 Preamble. The intent of this article is to describe Lecturer Faculty Leave of Absence policies that differ from USNH benefits described at <http://www.usnh.edu/olpm/>. The latter apply except when they differ from the policies outlined in this Agreement.

19.2 Sick Leave. Lecturer faculty at 0.75 FTE or higher accrue sick leave during their appointment period, to replace salary when absent due to illness/injury, at a rate of one and one quarter (1.25) days per month for a 100% appointment and pro-rated for percent time. The maximum accumulation of sick leave is 130 (working) days. When faculty members are absent from their duties due to illness and their responsibilities are fulfilled on a temporary basis, by virtual or other means, Chairs should be made aware of the absence but no formal documented record of absence is required unless the absence exceeds one month. If the leave is for a "serious health condition" as defined

under the Family and Medical Leave Act (FMLA), or any other eligible reason under FMLA, USNH policy USY V.C. 19 applies. FMLA runs concurrently with all types of paid leave, including Sick Leave, Interim Disability and Workers' Compensation (see 19.6). If the absence exceeds one month, the illness may qualify for interim disability.

19.3 Interim and Long-Term Disability. There are two situations in which interim disability applies:

19.3.1 Bridge to Long-Term Disability. In situations where medical documentation concerning a Lecturer faculty member's inability to work indicates that the duration of the illness/injury will cause an absence from work of six (6) months or more, interim disability provides the continuation of the individual's salary and benefits for the first six months of absence from work inclusive of sick leave. Long Term Disability benefits may commence after a six (6) month absence if the application is approved.

19.3.2 Pregnancy-Related Interim Disability. When accrued sick leave is exhausted, interim disability may replace salary and benefits when the absence is related to medical conditions associated with pregnancy preceding childbirth, regardless of the anticipated absence duration.

19.4 Family Leave. Bargaining unit Lecturer faculty with at least one year of service may use up to a maximum of 10 days of accrued sick leave per fiscal year for family leave. This leave may be used for medical appointments, illness or medical needs of an immediate family member; prenatal or post-natal care; or for purposes of caring for a new baby or adoptive/foster child after placement. It may also be used for extended bereavement leave (see 19.7) and/or crime victim leave (see USY V.C.20.2). Immediate family member is defined as spouse, parent, legally dependent person, or any person living in the Lecturer faculty member's household.

19.5 Parental Leave for Birth or Adoption of a Child. A Lecturer Faculty member who becomes a parent through birth or adoption is eligible for a maximum of twelve (12) weeks of paid parental leave commencing with the birth or placement of the child. FMLA Leave runs concurrent with parental leave. If the Lecturer Faculty member has accrued sick leave, the period of parental leave shall first include the use of accumulated sick leave.

19.5.1 The Lecturer faculty member shall inform his/her supervisor in writing, as early as possible, of the intent to use parental leave and identify the anticipated absence.

19.5.2 When both parents work for the University of New Hampshire, the maximum combined paid parental leave they may take is 12 weeks.

19.5.3 Lecturer Faculty are not required to fulfill any work assignments while on parental leave, including any work in the areas of teaching or service. The year in which parental leave is taken will be deducted for accruals in Promotion or Pedagogical Development Leave eligibility.

- 19.5.4. Following the utilization of parental leave, a Lecturer Faculty member may request in writing permission from the Dean to shift the teaching of one or more of his/her assigned courses for the year to a subsequent semester, J-Term or summer without additional pay. The Dean's approval will be contingent upon curricular need.
- 19.5.5 If the faculty member decides to return to work prior to the end of 12 weeks, s/he shall provide written notice at least 14 days prior to the return date.
- 19.6 Workers' Compensation. The New Hampshire Workers' Compensation law, RSA 281-A, covers all Lecturer Faculty. It provides non-taxable payment for loss of earnings and payment of medical expenses due to injury, occupational disease, or death arising out of and in the course of employment. It is not considered compensation under IRS regulations. Lecturer faculty who have accrued sick leave or are eligible to receive interim disability may supplement the workers' compensation benefit; however, the combination of paid leave plans and workers' compensation benefits shall not exceed the Lecturer faculty member's budgeted salary.
- 19.7 Bereavement Leave. Lecturer faculty are entitled to five days of bereavement leave for the death of an immediate family member and one day for the death of other relatives. Immediate family members and other relatives are described in USNH policy USY.V.A.4.14. These may be taken all at once or as needed.
- 19.8 Jury Duty/Witness & Military Leave. Lecturer Faculty will be granted Jury Duty / Witness or Military leave consistent with USNH policies.
- 19.9 Partial or Full Leaves Without Pay. A Lecturer faculty member may request a full or partial leave without pay for medical or other personal/professional reasons. Except when the absence is covered by the Family and Medical Leave Act of 1993, approval of the leave is at the discretion of the department and Dean. The maximum duration of leave is one (1) year. A partial leave temporarily reduces the Lecturer faculty member's percent-time service and pay for the leave period. During the leave of absence period the Lecturer faculty member retains her/his position. Benefits continuation is defined under USY V.C.16.
- 19.10 Benefits. Benefits deductions will continue to occur during any paid leave. For unpaid leave Lecturer Faculty must make benefit payment arrangements in advance with UNH Human Resources. Failure to pay benefit premiums while on unpaid leave will cause cancellation of benefits.
- 19.11 Leave Requests. For all types of leaves, it is the responsibility of the Lecturer Faculty to submit the proper form(s)/documentation to the appropriate departmental and/or university officials.

Article 20
PEDAGOGICAL DEVELOPMENT

- 20.1 The University recognizes the importance of encouraging and supporting Lecturer Faculty in pedagogical development activities that enhance knowledge, creativity, skills, and instruction and that further the university's academic mission. Pedagogical development includes, but is not limited to, workshops, courses, conferences, pedagogical development leaves, and participation in organizations related to the Lecturer faculty member's academic discipline and job duties.
- 20.2 In order to fulfill pedagogical development, all Lecturer Faculty members are eligible to compete for the same funds in support of pedagogical development as other Faculty, when available, and subject to stipulated terms and conditions of the funds.
- 20.2.1 In the case of University sponsored funds for pedagogical development (not earmarked in a CBA of another union), Lecturer Faculty may not be excluded solely on the basis of their faculty status.
- 20.3 Conferences, Workshops, and Professional Organizations
- 20.3.1 The University shall establish and make available a pool of \$30,000 in AY15-16, \$30,000 in AY16-17 and \$20,000 per year thereafter to be allocated to each College proportionally to the size of its Lecturer ranks and awarded in support of registration in and travel to appropriate professional gatherings. Within each College, the amount of any such funds and the application and selection process will be made known to all of its Lecturer Faculty on an annual basis.
- 20.4 Pedagogical Development Leaves for Lecturer Faculty
- 20.4.1 Up to four Pedagogical Development Leaves (PDLs) per academic year will be awarded on a competitive basis across the University to Lecturer Faculty by the Office of the Provost, on the recommendation of the Dean and Department Chair or Program Director. Should fewer than four satisfactory applications be received in AY15-16 or AY16-17, up to two unallocated PDLs will be rolled over into the following year.
- 20.4.2 PDLs shall enable programs of education, study, creative activity, and other pedagogical undertakings of importance to both the individual and the University. All PDL proposals should advance the expertise of Lecturer Faculty and enhance their contribution to the college and University by enabling them to develop unique knowledge and skills that will be brought into the classroom.
- 20.4.3 Eligibility. To be eligible to apply for a (PDL), a Lecturer must have completed six academic years of service as a Lecturer Faculty at the University of New Hampshire. A Lecturer who has been granted a PDL shall complete another six academic years of service at UNH before becoming eligible to apply for another PDL.

- 20.4.3.1 “Academic year of service,” is defined as at least two consecutive semesters of teaching a full load of courses, or the equivalent as approved by the Dean, as defined by the appointment FTE.
- 20.4.4 Period of Leave and Compensation. The period of PDL for Lecturer Faculty shall consist of a one semester absence. Lecturer Faculty will receive 100% of his or her annual base salary. Lecturer Faculty shall receive full benefits for the duration of the academic leave.
- 20.4.5 Normally, PDL semesters are awarded in one academic year and taken in the next. Thus, a PDL approved in Academic Year 2015 is taken in Academic Year 2016.
- 20.4.6 A Lecturer Faculty member who takes a PDL is required to return to the University at the end of the leave and teach for at least two academic years.
- 20.5 Procedure for PDL Application and Review. The Office of the Provost will maintain on its website updated information about the application process, application form, timelines, and criteria. Lecturer Faculty wishing to apply shall submit the application form and supporting materials to the Dean, including a statement of support from the Department Chair (including a statement regarding plans for course and service coverage) and may solicit additional statements from other appropriate sources.
 - 20.5.1 The Dean or his/her designee(s) shall review of all PDL applications, seeking advice from others as appropriate. The Dean shall forward all approved applications to the Office of the Provost with a statement of support.
 - 20.5.2 Applicants shall be notified in writing by the Dean or his/her designee if their application is not forwarded to the Provost and the reasons therefor.
 - 20.5.3 If a Lecturer is denied based solely on inadequate coverage, he/she shall not be denied by the College the opportunity to compete for a PDL on their next application based solely on inadequate coverage, provided that the Lecturer immediately notifies the Chair upon denial of his/her intent to reapply in a future cycle and specifies the timeframe for the reapplication.
 - 20.5.3.1 Should an applicant be denied solely on the basis of inadequate coverage, the Chair will forward a letter of explanation to the Office of the Dean with a copy provided to the applicant.
- 20.6 Criteria for Granting Pedagogical Development Leaves. All recommendations and decisions regarding the merits of PDL proposals must be based upon the following criteria:
 - 20.6.1 Value (or importance, or prestige value to the institution) and scope of the

anticipated outcome(s) that meet specific teaching or service needs of the department or college.

20.6.2 Documented preparation for the proposed project(s).

20.6.3 Applicant's productivity (quality and quantity of teaching and service), as reflected in the submitted curriculum vitae, proposal, and supporting documents. This productivity does not have to be in the same area as the PDL project, and credible proposals which would enable applicants to develop expertise in a new area of pedagogy of importance to the college and UNH deserve full consideration.

20.6.4 Anticipated outcomes.

20.7 A Lecturer's base salary and benefits shall not be decreased due to a PDL. Eligibility for salary increases and promotion are also continued. A Lecturer Faculty on leave shall not be required to participate in University activities.

Article 21
PARKING

- 21.1 Lecturer Faculty are eligible to purchase Faculty/Staff parking permits at the prevailing rate (currently \$50) and to park in areas so designated.
- 21.2 The UNHLU agrees to enter into negotiations regarding a parking permit fee increase during the term of this contract if the University so requests and intends to make the fee increase effective for all employees.

Article 22
DUES DEDUCTION AND AGENCY FEES

- 22.1 UNHLU-AAUP shall be entitled to payroll deductions for membership dues from its members and fair share fees from non-members. Membership dues shall be determined by UNHLU-AAUP. Fair share fees shall be determined by UNHLU-AAUP and shall not exceed the percentage of membership dues representing a pro-rated share of actual costs of collective bargaining, contract administration, and grievance administration.
- 22.2 Bargaining unit members shall be required, as a condition of employment, to become members of UNHLU-AAUP or tender to UNHLU-AAUP the fair share fee.
- 22.3 UNHLU-AAUP membership or status as a fair share payer shall be established by the filing of a signed continuing payroll deduction authorization with UNH. Signed authorizations must be received by UNHLU-AAUP no later than 60 days following the execution of this Agreement. Any bargaining unit member hired after the execution of

this Agreement shall provide a signed continuing payroll deduction authorization upon hire. Failure to provide a signed written authorization for the payroll deduction of membership dues or fair share payments shall constitute a breach of a condition of employment.

- 22.4 Bargaining unit members wishing to change status from member to fair share payer may do so in September of each year by requesting and signing a new continuing payroll deduction authorization and furnishing the authorization to UNHLU-AAUP by the end of September each year.
- 22.5 When UNHLU-AAUP changes the amount of membership dues or fair share fees, it shall notify UNH. No new signed continuing payroll deduction authorization shall be required and the initial authorization shall contain a notification that the amount of the deduction is subject to change. Changes made to membership dues and fair share fees shall be made only in accordance with UNHLU-AAUP bylaws and applicable State and Federal law.
- 22.6 UNHLU-AAUP will notify UNH upon execution of this Agreement the amount of membership dues and fair share fee. UNHLU-AAUP shall annually notify UNH and all bargaining unit members of the amount calculated as the fair share fee; notify all bargaining unit members that they may object to the amount of the fair share fee; and notify all bargaining unit members that they may appeal the amount of the fair share fee by notifying UNHLU-AAUP of the objection. The appeal will be governed by the rules established by the American Arbitration Association.
- 22.7 UNHLU-AAUP shall indemnify and hold harmless UNH, its agents, representatives and employees against all claims, demands or judgments, including reasonable costs of defense, which occur as a result of UNH's compliance with this Article.

Article 23
MEET AND DISCUSS

- 23.1 The President or the President's representative shall meet periodically at a mutually agreeable time with a representative designated by the Association to discuss matters related to the administration of the Agreement. These discussions shall neither substitute for, nor circumvent, the contractual grievance procedure.
- 23.2 Nothing in this Agreement shall preclude the University President (or his/her representative) and the Association President (or his/her representative) from discussing any matters of mutual concern. Three (3) such meetings per academic year may be called upon the request of either party with additional meetings as mutually agreed.

Article 24
NO STRIKE OR LOCK OUT

- 24.1 The Association agrees that strikes and other forms of job action are unlawful. The Association agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike or other job action, the Association agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity and of the Association's opposition to such activity.
- 24.2 The University System Board of Trustees agrees that it shall not invoke any lockouts.

Article 25
SAVINGS CLAUSE

- 25.1 If any provision(s) of this Agreement are held to be contrary to law by a court of competent jurisdiction, legislative action, or administrative agency having authority over its provisions, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the agreement will continue in full force and effect.
- 25.2 No later than thirty (30) calendar days after a written request by either party to bargain collectively, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

Article 26
DURATION

- 26.1 This Agreement as executed by the Parties is effective July 1, 2014 and shall remain in full force and effect through June 30, 2017 or until such time as a new Agreement is executed.

Article 27
ENTIRE AGREEMENT

- 27.1 This Agreement represents the complete agreement by the parties in respect to wages and benefits, hours of employment, terms and conditions of employment and all other matters relating to the employer-employee relationship. It is understood that the parties will be bound by practices in effect prior to the effective date of this agreement, provided that those practices: a) are well-established; b) concern terms and conditions of employment; c) significantly affect bargaining unit faculty members; and d) are consistent with this Agreement.