PSU Undergraduate Teaching Lecturers

COLLECTIVE BARGAINING AGREEMENT

University System of New Hampshire Board of Trustees

Plymouth State University

&

State Employees Association, SEIU, Local 1984

August 18, 2022 to June 30, 2025

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ARTICLE 1

RECOGNITION

The University recognizes the State Employees' Association, SEIU Local 1984 as the exclusive bargaining representative for all undergraduate Teaching Lecturers who are employed at the University and who have taught at least five (5) semesters in the last five (5) years, or who have currently begun their fifth semester of teaching and have taught four (4) semesters in the last five years. Excluded from the unit are all other Teaching Lecturers, all full time employees, all research faculty, all graduate assistants, all student teaching supervisors, all performance studies instructors and all other supervisors, managers and confidential employees, as more accurately described in PELRB Decision #2012-006, dated January 5, 2012.

For the purposes of this Article, the term "semester" shall include any period of time in which students are awarded credit for a full 16-week semester, or its equivalent, and that is considered as a full teaching term in the University's Student Information System. As of the date of this Agreement, the following are considered full teaching terms: Fall semester, Spring semester, and Summer.

ARTICLE 2

NON-DISCRIMINATION

1. The University shall not to discriminate against any faculty member because of race, sex, color, disability, religion, age, marital status, national origin, sexual orientation, disabled veteran status, Vietnam veteran status, or membership or non-membership in the Union, or any other protected class designated by federal or state law.

2. In compliance with the Genetic Information Nondiscrimination Act (GINA) of 2008, University faculty members are protected from discrimination in employment based on genetic information. Genetic information includes information about genetic tests of applicants, employees, and/or their family members, the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members. Under GINA regulations, acquisition of genetic information is restricted and disclosure of genetic information is strictly limited.

ARTICLE 3

MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the University and of the USNH Board of Trustees which have not been specifically provided for in this Agreement or limited by law are retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University and, subject only to specific limitations in this Agreement, shall include but not be limited to the following:

    a. The right to direct and assign work to Teaching Lecturers and to evaluate such work; to determine the qualifications and hiring criteria for Teaching Lecturers; to determine the standards of work; to hire, transfer, assign, retain Teaching Lecturers in position; to determine the need for and number of Teaching Lecturers to be hired; to grant leaves; to determine fitness for duty; to suspend, discharge or take other disciplinary actions against a Teaching Lecturers.

    b. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University's operations are to be conducted;

    c. The right to take such actions as may be necessary to carry out the missions of the University in case of emergencies

    d. The right to take such actions as necessary to ensure the safety and welfare of faculty, students and other employees of the University
    e. The right to make rules, regulations and policies not inconsistent with the provisions of this Agreement; to modify such rules, regulations and policies from time to time with due notice to the Teaching Lecturer; and to require compliance therewith.

    The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

2. The application of such management rights shall be subject to the provisions of the Grievance Article only to the extent it is alleged that such application has violated a specific provision of this Agreement.

ARTICLE 4

ASSOCIATION RIGHTS

1. Union representatives shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disruptive.

2. The University shall not unreasonably deny Union requests for suitable meetings space in University-owned or controlled buildings for meetings with the unit members covered by this Agreement. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

3. Teaching Lecturers shall be provided with an e-mail address on a University server to communicate with students, administrators and other faculty. In addition, Teaching Lecturers as a group shall have access to web space to construct and maintain their own website (currently Moodle) in furtherance of their University-related activities. The use of such email by a Teaching Lecturer for Union business shall be limited to notices and communications regarding this bargaining unit and Agreement. Any such communications shall be so designated as official Union business. All Teaching Lecturers agree to comply with any University or USNH computer use policies and procedures.

   A Teaching Lecturer shall have access to their Plymouth State University electronic mail for 270 days following the end of their last appointment.

   Prior to the expiration of the 270 days, the Teaching Lecturer may choose to provide their Program Coordinator or Designated Personnel Evaluator with a personal electronic mail address for purposes of future contact. The University will make this electronic address readily available to colleagues and students.

4. The University shall provide the Union with a listing of all bargaining unit members no later than October 1 for the Fall semester and no later than March 1 for the Spring semester. This list shall include:

   a. The name and home address
   b. PSU email
   c. Number of semesters of service as a Teaching Lecturer
   d. Current per credit rate
   e. Department

5. If a unit member is elected or appointed to the position of President with the State Employees Association, SEIU Local 1984, he/she shall be granted up to a two year leave of absence with pay beginning two weeks after written notice by the Union to the President and Director of Human Resources. During such leave with pay, the President of the Union shall receive the pay he/she received in the previous academic year, provided

that the Union will reimburse the University for the full cost of such salary and shall indemnify the University against any and all liabilities associated with the leave of absences, including by not limited to workers' compensation.

6. When a Teaching Lecturer is elected or appointed to the position of director and/or officer of the Board of Directors for the SEIU, Local 1984, he/she shall indicate any unavailability for classes in filling out his/her teaching availability form due to such election or appointment. If a meeting of the Board of Directors happens to conflict with a scheduled class or classes during the academic year, the Teaching Lecturer shall make alternative arrangements either through online work or class coverage at no cost to the University. In all cases, the Teaching Lecturer must notify his/her Program Coordinator or Designated Personnel Evaluator of the anticipated missed class and indicate what arrangements have been made to either cover or make up the class.

7. A Teaching Lecturer who also is designated as a Union steward may attend Union training meetings from time to time. If a training session(s) happens to conflict with a scheduled class or classes during the academic year, the Teaching Lecturer shall make alternative arrangements either through online work or class coverage at no cost to the University. In all cases, the Teaching Lecturer must notify his/her Program Coordinator or Designated Personnel Evaluator of the anticipated missed class and indicate what arrangements have been made to either cover or make up the class.

8. The Union shall provide the University with a list of all Union officers and stewards representing covered employees by September 1 of each year. Updated information pertaining to stewards' responsibilities and appointments shall be provided as applicable.

9. A Teaching Lecturer shall be entitled to Union representation at an investigatory interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The University shall endeavor to schedule such meetings at a time that does not conflict with the Union representative's teaching schedule.

ARTICLE 5

DUES DEDUCTION

1. The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing that s/he wishes such deductions to be made.

2. The Union shall establish and certify in writing to the University Office of Human Resources the percentage of salary that constitutes Union membership dues. The payroll deduction authorization form shall also be provided by the Union to the University.

3. The University shall deduct from the paycheck of each bargaining unit member who has submitted the aforesaid payroll deduction authorization form the percentage for union dues that has been certified to the University by the Union.

4. When the Union members vote for a change in Union dues, which necessitates a modification of payroll deductions, and the Union wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the University administration, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary to the Association with the Corporate Seal. To the extent that action is necessary by the University to implement the dues deductions, the University shall make reasonable effort to ensure that the payroll deductions are put into effect as soon as practicable.

5. Members of the Union on the effective date of the Agreement shall be notified in writing by the Union that they must retain their membership throughout the period of the Agreement, except that each member shall have the opportunity annually to withdraw membership during the fifteen (15) day period commencing with the anniversary dates of the member's employment. The withdrawal shall be in writing, postmarked no later than the end of the 15 day period and addressed to:

   State Employees Association of NH, SEIU Local 1984
   207 North Main Street
   Concord, NH 03301-3303

6. On or about the 15th of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Teaching Lecturer to the University Office of Human Resources.

7. The Union shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action the University takes pursuant to this Article.

8. Under no circumstances shall the University be liable to the Union for the membership dues owed by a Teaching Lecturer to the Union.

ARTICLE 6

ACADEMIC FREEDOM

1. Subject to the terms of this Agreement, Teaching Lecturers shall retain academic freedom in the course of their classroom teaching, and, if so assigned, in their scholarship, research or creative work.

2. In the classroom, the Teaching Lecturers' exposition shall be guided by the course description and syllabus, requirements of effective teaching, and adherence to academic and professional standards. The Teaching Lecturers may discuss his/her own subject matters in the classroom. However, s/he may not introduce into and inappropriately advocate for in the classroom controversial matters that have no relation to his/her subject.

3. In speaking and writing outside the University, Teaching Lecturers shall not attribute, directly or indirectly, his/ her personal views as those of the University, unless expressly authorized in writing by the University to do so. As persons in a learned profession, Teaching Lecturers should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times strive to be factually accurate, should exercise appropriate restraint, show respect for the opinions of others, and should make every effort to indicate that they do not speak for the institution. These provisions shall not restrict a Teaching Lecturer's rights to freedom of expression under state and federal law.

ARTICLE 7

NOTICES

1. New or revised policies or procedures that affect working conditions will be communicated to the Teaching Lecturers, including local Teaching Lecturer Union representatives, in a timely manner. Where possible, the University will provide the Union with advance notice of any new policy. The Union may ask for a meeting to discuss the new policy within a timely manner.

2. Nothing precludes the right of the University to implement the aforesaid policy, subject to any challenge by the Union.

ARTICLE 8

GRIEVANCE PROCEDURE

1. The parties agree that the orderly process hereafter set forth shall be the method for resolving grievances and disputes arising with respect to the interpretation or application of any provision of this Agreement. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances where possible, and to attempt to do so at the lowest possible level. No member of the bargaining unit shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.

2. General Provisions

   a. A "grievance" is any dispute or difference concerning the interpretation, application, or claimed violation of a specific provision(s) of this Agreement.

   b. A grievance shall be filed within twenty-one (21) calendar days from the time the grievant knew or should have known of the alleged violation.

   c. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Union. A "grievant" can be a faculty member, group of faculty members of the bargaining unit or the Union.

   d. In cases where the Union contends that an administrative action affects multiple unit members and is alleged to be a violation of the Agreement, it may file the grievance at Step 3 with the Provost.

   e. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.

   f. Failure by the Grievant at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be considered acceptance by the Grievant of the decision rendered at the last step.

   g. Failure by the University at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step.

   h. The time limits in this Article may be extended by mutual agreement between the grievant and the University. In the event that a time limit expires on a Saturday, Sunday or holiday, such time limit shall be extended to the next regular business day.

   i. The Union may withdraw a grievance at any point in this procedure.

   j. A Union steward may assist a grievant in processing a grievance. In so doing, the steward shall be given the opportunity to discuss the matter with the grievant and

such other unit members who may have information bearing on the matter prior to presenting the grievance, provided the time limits in this Article are followed and provided further that such assistance and discussion does not interfere with teaching classes or other work responsibilities. A Union staff person may also assist the steward in this regard.

k. No grievance resolved through the informal process shall constitute a precedent for any purpose unless agreed to in writing by the University and the Union.

l. Any reference to "days" shall mean calendar days, unless otherwise specified.

m. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the arbitrator.

n. Nothing in this Article shall be construed as an abrogation of the right of any covered employee to present an oral grievance without the intervention of the Union in accordance with RSA 273-A:11 (a).

3. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances. The parties agree, however, that claims of discrimination under this Agreement under the Non-Discrimination Article may be processed in accordance with University's EEO policies and procedures. This process, which involves formal investigation of the allegations of discrimination, will result in a decision by the University as to whether discrimination has occurred or not. If discrimination is found by the University, appropriate steps will be taken to address the discrimination. If discrimination is not found, nothing shall preclude the Union from appealing any final University decision on such a claim directly to arbitration within forty-five (45) days of that final decision.

4. If a grievance is filed under this Article, neither the Grievant nor the Union shall file or process any unfair labor practice charge under RSA 273-A:5I(h) alleging that the Agreement has been breached by the University's conduct giving rise to the grievance.

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

6. Procedure

Informal Consultation

The Grievant shall attempt to solve his or her grievance speedily and informally by meetings between those directly affected.

a. <u>Step One –</u> Program Coordinator or Designated Personnel Evaluator

i. If this informal discussion has failed to achieve a satisfactory resolution of differences, the Grievant may file a grievance at Step One with his or her Program

Coordinator or Designated Personnel Evaluator. The grievance must be filed within **twenty-one (21)** days after the Grievant has become aware of, or reasonably could have known about, the action(s) being contested. The submission should describe the basis of the grievance, the relevant facts, provisions of the Agreement alleged to have been violated, the adjustment sought and documents supporting the grievance.

ii. A Step One meeting will be held by the Program Coordinator or Designated Personnel Evaluator with the Grievant within ten (10) days of the submission of the grievance. If the Grievant is an individual faculty member, then at his/her option, the Grievant may be accompanied at this meeting by a representative of the Union.

iii. The Program Coordinator or Designated Personnel Evaluator will have fourteen (14) days from the meeting in which to answer the grievance in writing, with copies to the Grievant and Union.

b. Step Two – Associate Provost

i. If the Grievant is dissatisfied with the Step One answer, the grievance may be submitted to the Associate Provost at Step Two

ii. The grievance must be filed with the Associate Provost no later than fourteen (14) days following the Program Coordinator or Designated Personnel Evaluator's answer at Step One. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have allegedly been violated.

iii. The Associate Provost, or designee, will arrange for a meeting to take place within twenty-one (21) days of the receipt of the Step Two grievance. The meeting will include the Grievant, a representative of the Union, the Associate Provost or designee and representatives of the University appropriate to the problem to be addressed.

iv. The Associate Provost or designee will have fourteen (14) days from the meeting in which to answer the grievance, with copies to the Grievant and Union.

c. Step Three – Provost

i. If the Grievant is dissatisfied with the Step Two answer, the grievance may be submitted to the Provost at Step Three.

ii. The grievance must be filed at this step no later than fourteen (14) days following the Associate Provost's answer at Step Two. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have allegedly been violated.

iii. The Provost, or designee, will arrange for a meeting to take place within twenty-

one (21) days of the receipt of the Step Three grievance. The meeting will include the Grievant, a representative of the Union, the Provost or designee and representatives of the University appropriate to the problem to be addressed.

iv. The Provost or designee will have fourteen (14) days from the meeting in which to answer the grievance, with copies to the Grievant and Union.

d. Step Four – President

i. If the Grievant is dissatisfied with the Step Three answer, the grievance may be submitted to the President at Step Four.

ii. The grievance must be filed at this step no later than fourteen (14) days following the Provost's answer at Step Three. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have allegedly been violated.

iii. The President, or designee, will arrange for a meeting to take place within twenty-one (21) days of the receipt of the Step Four grievance. The meeting will include the Grievant, a representative of the Union, the President and representatives of the University appropriate to the problem to be addressed.

iv. The President or designee will have twenty-one (21) days from the meeting in which to answer the grievance, with copies to the Grievant and Union.

e. Step Five – Arbitration

i. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for arbitration by the Union within forty-five (45) days of the President's Step Four decision.

ii. The Union, within the aforesaid forty-five (45) period, may request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Nothing shall preclude the parties from mutually agreeing upon an arbitration. In either case, arbitration will be conducted in accordance with the Rules of the American Arbitration Association.

iii. The procedure for arbitration shall be as follows:

a) The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.

b) In the event the parties cannot agree upon a stipulated issue, the Arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award and to fashion an appropriate remedy. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the

Arbitrator shall first decide that issue and determine whether to hear the substance of the case. The Arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.

c) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

d) The decision of the Arbitrator shall be final and binding. However, both parties shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator to the New Hampshire Public Employee Labor Relations Board.

e) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

ARTICLE 9

DISCIPLINE

1. The University agrees that no bargaining unit member shall be suspended or discharged without just cause. Discharge shall be the termination of a Teaching Lecturer's appointment prior to the expiration of that appointment.

2. The University also agrees that a decision to not to retain a unit member for misconduct or failure to follow rules, regulations and policies of the University will also be subject to a just cause standard. This standard will not, however, apply to decisions not to retain a unit member for performance reasons or staffing or budget considerations

3. Written warnings are the first level of documented discipline. The University will not issue written warnings to Teaching Lecturers arbitrarily or capriciously.

4. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Teaching Lecturer must comply, provided the remedial measures are rehabilitative rather than punitive.

5. Discipline for purposes of this Article shall not include oral counseling or verbal reprimands, nor shall it include performance reviews.

6. At the President's discretion, a Teaching Lecturer may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may lead to discipline. However, being placed on such administrative leave shall not itself be deemed discipline.

7. In cases where the administration is conducting an investigatory interview that the Teaching Lecturer reasonably believes may lead to discipline, the Teaching Lecturer shall have the right to have a Union representative present at the meeting. The administration shall provide a reasonable notice of such meetings and the allegations to be discussed at the meeting.

8. The University will adhere to the principle of progressive discipline. However, the parties agree that every disciplinary matter must be judged on the basis of all surrounding circumstances and that the penalty imposed may vary based on such circumstances. Some acts of misconduct may warrant a more serious penalty and lesser sanctions may not be appropriate.

ARTICLE 10

WORKLOAD

1. It is understood that the Teaching Lecturer reports to the Program Coordinator or Designated Personnel Evaluator or his/her designee.

2. The workload of a Teaching Lecturer includes the following:

    a. Effective teaching of the assigned course or courses in accordance with any department or University guidelines as may be amended from time to time. Professional expectations in connection with teaching at the University shall be the same for Teaching Lecturer as those expected of full time faculty members as articulated in other University policies, as may be amended from time to time.

    b. Availability to students in the course for consultation, including providing reasonable access by email and reasonable office hours of no less than one hour per week for each course taught.

    c. Attendance at any required department, College, School or University meetings within one week of the start of classes.

    d. Adherence to all department, College, School or University rules, regulations and guidelines as may be amended from time to time.

    e. On-going consultation and cooperation with the department as may be appropriate regarding the integration of the course taught into the department's curriculum and any other related matters.

    f. Completion of any mandatory training required by the University, including but not limited to sexual harassment and discrimination training and the use of campus technology.

3. A Teaching Lecturer will not teach more than twenty four (24) graduate or undergraduate credits in an academic year (Fall or Spring). The Associate Provost may make exceptions to this limit in his/her discretion when it is in the best interests of the University. Nothing in this Agreement shall be construed to guarantee to any Teaching Lecturer a certain number of credits per semester.

4. From time to time the University may separately contract with Teaching Lecturers to complete a special project or to serve in some special capacity for the University for an agreed-upon stipend and with Association approval.

5. While not part of normal work expectations, any Teaching Lecturer who is involved in research or grant funding is subject to all University policies governing such work as well as compliance with federal or state regulations and procedures that may be associated with grant work.

6. Affordable Care Act

If future revisions or interpretations of the Affordable Care Act by federal government agencies and/or the courts conclude that such a workload could be deemed "full time" for benefit purposes under the legislation, the parties will reopen this Agreement to negotiate over the impact of such interpretation or revision. In the event that the ACA is revised, amended or repealed or altered in any significant manner, the parties agree to reopen this agreement to discuss the impacts of said alterations of the ACA.

ARTICLE 11

APPOINTMENTS AND ASSIGNMENTS

1. All Teaching Lecturer appointments and assignments will be made by the Provost, or by another appropriate administrator at the University, following the recommendation of the Program Coordinator or Designated Personnel Evaluator. Appointments shall be made on a semester or annual basis only and shall be limited in duration to the particular semester or academic year for which the Teaching Lecturer is retained.

   Except as otherwise specifically provided for in this Agreement, no appointment shall create any right, interest or expectancy in any further appointments beyond its specific term.

2. Teaching Lecturers who have served five (5) continuous years of University teaching service and who are appointed for a sixth year shall receive an appointment for a full academic year rather than semester assignments, and shall, upon request, receive a letter documenting the appointment. Such appointments may include a varying number of assignments based on the criteria of this article and it is understood that, despite the annual appointment, a faculty member may receive no course assignments for a given semester of that appointment year.

3. Each semester, the University shall determine the courses which need to be filled by Teaching Lecturers and when such courses shall be offered. The University shall consider the following factors in deciding whether a Teaching Lecturer will receive an available assignment:

   a. seniority

   b. the credentials and qualifications (including sub-specialties and areas of particular expertise) of current Teaching Lecturers, PSU faculty and staff**,** and other available faculty from outside the University;

   c. the teaching experience of current Teaching Lecturers, PSU faculty and staff, and other available faculty from outside the University;

   d. evaluations and work performance of Teaching Lecturers, and PSU faculty and staff;

   e. the stated availability of Teaching Lecturers based on the submission of the availability form referred to in Section 6 below and

   f. the needs of the department.

   g. legitimate educational objectives of the University

   h. the existing modality of the course or its equivalent.

Such factors are not in order of priority.

Seniority, within the bargaining unit, will commence upon a Teaching Lecturer's fifth semester of employment as a Teaching Lecturer at Plymouth State University and continue semester by semester.

4. The University agrees that any Teaching Lecturer who is not given an appointment due to performance related reasons may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the University acted arbitrarily or capriciously.

5. Any Teaching Lecturer who is interested in teaching for a given semester or academic year shall complete and submit a teaching availability form indicating his or her availability for assignments for an upcoming semester which shall include the times and days of the week he or she can teach and an indication of how many credits the Teaching Lecturer would like to be assigned. Such availability form, attached to the contract as Appendix A, shall be submitted no later than December 1 of the preceding academic year for the subsequent Fall semester and no later than August 1 for the subsequent Spring semester. The form shall be submitted to the appropriate Program Coordinator or Designated Personnel Evaluator for her/his use in determining the upcoming course assignments.

6. A form that is submitted late may still be considered by the University in its discretion, but the failure to return the form by the deadlines in section 5 may render the Teaching Lecturer ineligible for consideration for appointment for the semester being planned.

7. It is understood that the receipt of a teaching availability form by the University does not obligate the University in any way to provide an appointment or a particular assignment to the Teaching Lecturer, nor does the submission of the form guarantee either the schedule or number of credits sought by the Teaching Lecturer.

8. While the University will endeavor to inform Teaching Lecturers of tentative assignments as soon as possible, formal appointment letters with final particular course assignments shall be sent to the Teaching Lecturers at least 30 days prior to the start of the semester. However, any cancellation of a course assignment after August 1 for the Fall or after January 5 for the Spring will result in a cancellation fee payment to the Teaching Lecturer of 10%, unless the University reassigns the Teaching Lecturer to an alternative course, in which case no cancellation fee will be paid. Any pay that has been distributed by the date of the cancellation will be deducted from the 10% cancellation fee.

9. The University, up to the end of the drop/add period, at all times retains the right to decide whether or not a particular course will run due to enrollment, programmatic, budgetary or other reasons.

10. A Teaching Lecturer who is not available for appointment or who otherwise does not teach at the University for five semesters within a five year period shall no longer be considered a member of the bargaining unit, except that this period may be extended at the University's discretion for up to an additional two semesters due to disability or child rearing following the birth or adoption of a child.

11. Promotional Opportunity: Ten -Year Promotional Review to Senior Teaching Lecturer

After ten (10) years of consistent service, teaching a minimum total of one hundred forty (140) credits and meeting certain requirements outlined below, a TL shall be considered for promotion to the rank of Senior Teaching Lecturer.

This proposal seeks to create an environment in which TLs are encouraged to follow the University motto *Ut Prosim* but also, through their service, better the lives of their students and their community as well as their own station in the university community through merit. It is designed for those TLs who not only have met the criteria stated above but who have also demonstrated a service commitment to the University over and above any teaching expectation.

Applying for a promotion to Senior TL is strictly voluntary. A TL who is interested in being considered for Senior TL status will first file with the Provost an Intent to Apply form in the Spring semester before they plan to apply. The Provost or designee will convene a Promotion Review Panel. The Promotional Review Panel shall include:

1. One full-time faculty member from same discipline or, if not available, from the same Academic Administrative Unit;
2. One full-time faculty from different Academic Administrative Unit.
3. One Teaching Lecturer
4. One member of Human Resources Team;
5. One member of Office of Academic Affairs;

Responsibilities of the Candidate:

- Bargaining Unit Members should apply for promotion when they have met the minimum time in rank and are able to make a compelling case that they have met the criteria for effective teaching and service.

Evidence of effective teaching may include but is not limited to the following:

- Assessments by members of the candidate's Academic Unit or evaluator, particularly if based on examination of course materials, team teaching experiences, observations of the candidate's teaching through class visitations, attendance at lectures given by the candidate or on the results of the candidate's teaching in courses prerequisite to those of other department members.

- Evaluations of teaching by students, appropriately documented and interpreted, for example through the use of student course evaluations, advising questionnaires, postgraduate surveys, etc.
- Development by the candidate of new and effective techniques of instruction or assessment and instructional materials, including textbooks. This may a lso include the development and assessment of online courses and the effective transfer of current courses to an online format.
- Evidence of course and syllabus development.
- Nominations, recognitions, and awards for distinguished teaching.
- Evaluations from service-learning partners.
- Evaluation of teaching by a co-instructor.
- Documentation of the utilization of cluster pedagogy by faculty professional development and instructional design staff.
- Other evidence deemed relevant by the candidate.

Bargaining Unit Members who plan to apply for promotion must inform the evaluator and the Office of Academic Affairs no later than April 15 of the academic year prior to the year of application. Bargaining Unit Members should complete the online intent to apply form.

Candidates who are to be evaluated for promotion must provide written permission for their personnel file to be made available for consideration by evaluators at all levels. Candidates should complete the Permission Form available on the Office of Academic Affairs website and submit it to the Human Resources Office by October 15 of the year of application.

Candidates must submit their completed electronic promotion in the university's accepted portfolio system to the promotion committee by October 15 in the year of application. Candidates cannot edit their portfolio once they have been submitted for review.

Portfolio Contents added by the candidate:

- Completed forms from the Office of Academic Affairs
- Copy of permission form for Promotion Committee members to access personnel file (original sent to Human Resources Office by October 15).
- Application form.
- Updated Curriculum Vitae in approved format (available on the Office of Academic Affairs website).
- A short (5-7 pages max) State in which the candidate describes how they meet the criteria for effective teaching and how this is demonstrated through the evidence provided I the Portfolio as well as any relevant university service.

- All annual evaluations.
- Review any scholarship that the TL, at their option, may decide to submit.
- Copies of at least five years course evaluations.
- All reports of teaching observations/evaluations.
- Review the Portfolio submitted by the TL to determine fitness and, commitment to PSU's mission of service.

The failure of the University to evaluate a TL in any given year shall not negatively affect the TL's application.

After the review, the panel shall submit a report with findings and recommendations by December 1 to either support or not support the individual's promotion to Senior Teaching Lecturer. Upon review and approval by the Provost or designee, the TL will be promoted to the rank of Senior Teaching Lecturer or will retain their position as a TL without prejudice. Such decisions shall not be grievable. A Teaching Lecturer may submit a request for a review once a year in the Fall Semester.

If a Teaching lecturer is promoted to Senior Teaching Lecturer, the TL shall receive an increase of thirty ($30) dollars above the per credit rate established in Article 15.

A Teaching Lecturer promoted to Senior Lecturer shall also be given preferential hiring status whenever the TL applies for a future full-time benefitted (but non-tenure track) faculty position for which the TL is qualified.

ARTICLE 12

FACULTY PERFORMANCE EVALUATION

1. The purpose of performance evaluation is to ensure Teaching Lecturers' efforts align with the University mission in their roles and activities in teaching. In addition, such evaluations can be used to improve instruction and to be an aid in determining the retention of Teaching Lecturers and in deciding upon teaching assignments.

2. Student Evaluations: Every Teaching Lecturer shall be evaluated by each class each semester, using University-approved course evaluation processes and forms, which may also include program-approved questions. At the end of each semester, the Program Coordinator or Designated Personnel Evaluator, or designee, will review the course evaluations and provide written feedback to the Teaching Lecturer as appropriate to context and need. Written feedback by the Program Coordinator or Designated Personnel Evaluator , or designee, shall be returned within a reasonable timeframe to be informative to the Teaching Lecturer.
3. The Program Coordinator or Designated Personnel Evaluator or designee has overall responsibility for the regular evaluation of Teaching Lecturers. This will include, but not be limited to, the following:
    a. The Program Coordinator or Designated Personnel Evaluator or designee may review syllabi and applicable course materials, examine assessment methods, observe teaching and review student course evaluations to evaluate teaching effectiveness. The Program Coordinator or Designated Personnel Evaluator, or designee, may also take into consideration student complaints and commendations, both written and oral, about a Teaching Lecturer's performance. Nothing shall preclude a Teaching Lecturer from providing additional documentation to the Program Coordinator or Designated Personnel Evaluator, or designee, regarding her or his teaching performance.

    b. In order to assess teaching effectiveness, the Program Coordinator or Designated Personnel Evaluator or designee may also visit the classes of any Teaching Lecturer under his/her supervision as the need arises determined by the Program Coordinator or Designated Personnel Evaluator, or designee, or by invitation of the Teaching Lecturer. Such observations will usually be arranged in advance after discussion between the Program Coordinator or Designated Personnel Evaluator, or designee, and the Teaching Lecturer. The Teaching Lecturer shall provide class materials such as syllabi and/or course assignments to the Program Coordinator or Designated Personnel Evaluator, or designee, and/or explain any unusual aspects of the course. The Program Coordinator or Designated Personnel Evaluator, or designee, shall write a summary of the classroom visit and share it with the Teaching Lecturer. The Teaching Lecturer is free to add his/her own comments about the observation summary. Such summary by the Program Coordinator or Designated Personnel Evaluator, or designee, as well as any comments by the Teaching Lecturer, shall become part of the Teaching Lecturer's personnel file.

c. Every three (3) academic years following the Teaching Lecturer's first semester in the bargaining unit, the Program Coordinator or Designated Personnel Evaluator, or designee, will formally write an evaluation of the Teaching Lecturer. Such evaluation will follow at least one classroom observation for that year and a review of all prior evaluative documents and student evaluations. The evaluation will assess the Teaching Lecturer's overall performance over the preceding three years. Following receipt of the written evaluation, the Teaching Lecturer is free to add his/her own comments about the evaluation. Such evaluation, as well as any comments by the Teaching Lecturer, shall become part of the Teaching Lecturer's personnel file.

d. Nothing herein shall preclude the Program Coordinator or Designated Personnel Evaluator, or designee, from discussing the performance of any Teaching Lecturer with the Associate Provost or Provost from time to time.

e. A Teaching Lecturer may ask for a meeting with the Program Coordinator or Designated Personnel Evaluator or designee to discuss the written feedback from the Program Coordinator or Designated Personnel Evaluator or designee on student evaluations, classroom visits, and any relevant written comments by the Program Coordinator or Designated Personnel Evaluator or designee. Such a meeting will be held at a mutually agreeable time.

   If, following that meeting, the Program Coordinator or Designated Personnel Evaluator, or designee, places a document in the Teaching Lecturer's file, the Teaching Lecturer will be given a copy of it before it is placed in the file and may rebut the document if s/he chooses. Any written rebuttal will also be placed in the Teaching Lecturer's file.

ARTICLE 13

PERSONNEL FILES

1. The Human Resources Department maintains electronic personnel files for all Teaching Lecturers. Information contained in the personnel file includes, but is not limited to, the following: performance evaluations and corrective actions related to performance; miscellaneous information, such as address changes, updates to degrees and credentials; original submitted hiring documents such as resume, vitae, letters of reference, and transcripts. The examples noted above are representative of the types of documents that can be found in personnel files. However, these examples are not intended to be all-inclusive and documents not named may be maintained in the personnel file.

2. Materials related to evaluation or performance sent to Human Resources to be included in the personnel file must be made available to the individual, either by an immediate copy or a later copy at the time the item is placed in the personnel file.

3. All information included within the electronic personnel file is available for review upon request by the Teaching Lecturer, or their authorized Association representative (with written authorization) at any time. Additionally, the evaluation and corrective action materials section is available for review only by appropriate parties on a need-to-know basis and the confidentiality of said files will be maintained by any individual with access. Teaching Lecturers are entitled to photocopies or electronic copies of any materials in their electronic personnel file.

4. It is understood that the Office of Human Resources and the Office of Academic Affairs routinely access information in Teaching Lecturer's files as a normal course of business.

5. The Personnel File shall not contain anonymous correspondence.

ARTICLE 14

SALARY

1. Effective with the Fall 2022 semester, the undergraduate pay rate for bargaining unit Teaching Lecturers will be one thousand, four hundred fifty-five dollars ($1,455) per credit.

2. Effective with the Fall 2023 semester, the undergraduate pay rate for bargaining unit Teaching Lecturers will be one thousand, four hundred eighty-five dollars ($1,485) per credit

3. Effective with the Fall 2024 semester, the undergraduate pay rate for bargaining unit Teaching Lecturers will be one thousand, five hundred fifteen dollars ($1,515) per credit.

4. Science Labs will be assigned one (1) teaching credit per contact hour. For these purposes, 50-75 minutes is considered 1 hour = 1 cr.

1:30 – 1:59 = 1.5 cr
2:00 – 2:29 = 2 cr
2:30 – 2:59 = 2.5 cr

Each additional 30 minutes beyond 75 minutes = .5 CR. Labs over 3 hours are paid at .5 credits for each additional 30 minutes.

Labs over 3 hours are paid at .5 credits for each additional 30 minutes.

5. -.Assuming all documentation or information necessary for the processing of said payment and assignment has been signed and returned, Teaching Lecturers will be paid on a bi-weekly basis beginning two weeks before the semester begins in accordance with the University's normal business operations for teaching and any other compensable duties he/she performed. This will result in the Teaching Lecturer's pay being distributed over more pay periods. If a class is cancelled, the cancellation fee in Article 12.8 will be reduced by the amount prepaid during this two-week period.

6. Teaching Lecturers will receive a paper pay stub attached to their paycheck if they do not have direct deposit. Teaching Lecturers who have direct deposit can review an electronic copy of their pay stub and print a copy if they so choose by logging into the WISE (Web Information System for Employees) which is available 24/7. The precise pay day shall be the same day set for others in the University who are similarly situated.

7 Supervising individual enrollment or under-enrolled classes will be compensated at the rate of two hundred dollars ($200) per credit per student with a minimum compensation of $1500 for teaching such a class. An independent enrollment or under-enrolled class is paid when a class is already offered as part of the curriculum but does not run as a scheduled class due to low enrollment. Such classes would ordinarily be cancelled but in

the sole judgement of the University, a decision is made to run the class. All individual enrollments and under-enrolled classes must be approved by the Provost of designee.

Supervising undergraduate research and independent study is voluntary and will not be compensated. These are situations where a student designs a completely new class of their own and works with a faculty member.

8. Effective with the Fall 2019 semester, if a Teaching Lecturer has 35 or more students enrolled in a course following the withdrawal period, they will be paid a bonus according to the following schedule for a three credit course:

35 – 39 students:	$1000
40-49 students:	$1500
50-59 students:	$2200
60-65 students:	$2750

Over 65 Paid as a double section

This bonus will be submitted to payroll period after the withdrawal period for the semester comes to an end.

9. In creating Cluster Projects and appointments, full time faculty and administration will consider the strengths and specializations of Teaching Lecturers and make every effort to include them in their formulation of these projects. When full time faculty or administrators decide to include Teaching Lecturers in such Cluster Projects, they shall include in their proposed budgets for such projects compensation for the Teaching Lecturer. Any budget proposal, including the appropriate amount for Teaching Lecturer compensation, must be approved by the Provost or designee.

Teaching Lecturers who themselves propose and are approved for the creation of a Cluster Project will be compensated for their work through individual discussions with and written approval by the Provost or designee.

Any discussions and agreement will be agreed upon before work commences.

ARTICLE 15

BENEFITS

1. Teaching Lecturers are covered by various statutory benefits such as Social Security, Workers Compensation and Unemployment Compensation, within the limits of the law and as those benefits are legally interpreted.

2. Teaching Lecturers may contribute their own funds to a 403(b) retirement plan in accordance with University policy. The University does not contribute to this plan.

3. Professional Development Funds. Effective July 1, 2014, the University will provide a fund for Teaching Lecturers of $25,000 per year for professional development activities.

    a. The $25,000 in funds will be used for professional conferences and comparable development activities and shall also include the value of tuition for courses taken by a Teaching Lecturer at the University pursuant to section 5 below.

    b. These funds shall be used for the professional development of the Teaching Lecturer and must be related to the pedagogical development of the Teaching Lecturer.

    c. A Teaching Lecturer Committee shall recommend to the Provost the individual distribution of these professional development funds. The University will develop a set of criteria and guidelines for the Committee to use in reviewing applications for professional development.

    d. The professional development pool will be raised to $30,000 effective July 1, 2015.

    e. A bargaining unit member may request in writing a travel advance for approved professional development funds for expenses associated with travel to a conference. University policies apply and receipts must be provided upon return. Department administrative assistants may also prepay approved travel expenses such as conference registration fees and airfare.

4. Teaching Lecturers are encouraged to participate in professional development activities sponsored by the University.

5. A Teaching Lecturer shall be eligible to register for 3 or 4 credit course(s) offered by the University in any semester (including summer semester) when the member is teaching at least one 3 or 4 credit course in that academic year up to the limit of available funds outlined above. The courses that may be taken for 3 or 4 credits include all undergraduate and graduate courses offered by the University. Cost of any courses will be deducted from the professional development fund in Article 16.3 above.

6. Teaching Lecturers are entitled to the following:

    a. Access to University computer facilities
    b. Individual University phone line
    c. Individual University email account
    d. Individual University mailbox
    e. Picture ID which provides access to University facilities, tickets, and parking passes on the same basis as other University staff. These presently include:
        i. Borrow materials from the Lamson Library
        ii. Gain admission to PSU athletic contests
        iii. Use of the PSU Physical Education Center facilities
        iv. Use of Hartman Union/Recreation facilities.
        v. Use of meal plan by adding flex cash to the card
        vi. Use of vending and other card-to-card devices
        vii. Ski package as part of the Student Senate program

    f. 20% discount off most in-stock items at the Follett Bookstore, with certain exclusions as determined by the Bookstore.

    g. Long Service Unit Member. A unit member with 10 or more years of service who formally and conclusively leaves the University in good standing is eligible for a continuing email account for as long as the University provides this service to all of its employees.

The Director of Human Resources, one other administrator, and two Teaching Lecturers will form a working group to explore possible benefit options for Teaching Lecturers that might be available at no cost to the University.

ARTICLE 16

OPEN POSITIONS

1. Full time positions: The University and the University System institutions will post full-time vacancies on their respective websites (access through jobs.usnh.edu). Teaching lecturers are encouraged to review such postings. The PSU Human Resources office will communicate all full-time teaching opportunities at PSU to the Teaching Lecturers when the position is posted. Teaching lecturers not receiving an appointment may request and will be provided formal or informal feedback for the reasons of non-appointment.

2. Part-time teaching opportunities: Teaching lecturers are encouraged to use the TL Availability form to indicate areas of expertise and interest so those making teaching assignments will be informed of the TL's skills and expertise. Departments will make every effort to inform the department's TLs of new teaching opportunities that result from the creation of new programs or courses.

ARTICLE 17

INTELLECTUAL PROPERTY

1. Faculty members are expected as a normal condition of employment at Plymouth State University to develop and keep current the courses they are assigned to teach. The University shall encourage Lecturer creativity and productivity by guaranteeing Lecturer rights as outlined below to the intellectual content that they create, known as Works (see definitions). In this way, Lecturers will be motivated to explore new technologies and innovate in the educational arena, thus developing and enhancing the name and reputation of Plymouth State University. As such, Lecturers shall be able to use their Works at other institutions subsequent to, and/or simultaneous with, their employment by Plymouth State University.

Definition. The parties agree that "Works" include but are not limited to literary works Journal articles, books, chapters thereof, lecture notes, syllabi, PowerPoint or other slides, transparencies, tests and quizzes, assignments, discussion questions, manuals),audiovisual works (including lectures), web pages, choreographic works, musical or dramatic compositions or recordings, photographs, paintings, sculptures, architectural works, and combinations of these components delivered as live, or in hybrid or online format courses.

2. PSU retains full rights to common elements of course syllabi including learning objectives, course descriptions, course requirements and course schedules that are submitted, reviewed and approved as specified by the appropriate academic department and/or curriculum committee. Rights to all other course materials belong to the instructors who create them. The exception to this principle is course materials for which a faculty member receives compensation from PSU beyond the teaching salary, such as a grant award, or stipend. In such cases, a written agreement, initiated by the university that specifically spells out the ownership rights of the university and the instructor will be made prior to course or course materials development. In the absence of a written agreement, the default ownership is to the instructor who creates the materials.

3. Lecturers shall be able to copyright and commercialize their Works without seeking permission from the University and without sharing compensation with the University except for instances where significant university resources have been used to develop the works. In this instance a joint agreement for ownership and revenue sharing shall be made and agreed upon by both parties. In the absence of an agreement the ownership and revenue shall belong to the Teaching Lecturer. The failure of a Teaching Lecturer to reach an agreement with the University shall not be grounds for non-reappointment.

4. Royalties that are attributable to the intellectual property or works shall be the sole property of the Teaching Lecturer absent an agreement to the contrary.

5. Intellectual property and Works created prior to the adoption of this contract are the sole property of the Lecturer who created them.

6. Intellectual property and Works created prior to the adoption of this contract are the sole property of the Lecturer who created them.

ARTICLE 18

HEALTH & SAFETY IN THE WORKPLACE

1. Workplace Safety. The University shall provide Teaching Lecturers safe working conditions and workplace protections that meet OSHA standards and other applicable state or federal regulations governing workplace safety. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.

2. Teaching Lecturers shall be added to the membership of the University Health and Safety Committee.

3. Teaching Lecturers must comply with all applicable health and safety OSHA regulations.

4. Workplace Health. Teaching Lecturers and their immediate family shall have access to the pool and all gym facilities in the same manner and under the same rules and regulations as other University employees. For purposes of this Article only, “immediate family” shall be defined as the faculty member’s spouse, domestic partner, and children or step-children.

ARTICLE 19

EQUIPMENT

1. Each Teaching Lecturer will be assigned an office space that includes a desk, chair, access to computer, email account, internet access and necessary software.

2. Office space may be shared but where possible, a Teaching Lecturer may be assigned a dedicated space.

3. Program Coordinator or Designated Personnel Evaluator shall attempt to schedule Teaching Lecturers space with due regard to the Lecturers' schedule.

4. Teaching Lecturers' computers will receive software upgrades on the same schedule as other University computers.

5. Assignments of offices (locations, hours and keys) shall be received at least two (2) weeks prior to the beginning of the semester. Teaching Lecturers shall be given at least two (2) weeks' notice of changes to office assignments.

6. The University will replace or repair any Teaching Lecturer's personal property that is damaged or destroyed in the course of the employment relationship either through insurance or direct reimbursement, provided that the Program Coordinator was informed and gave prior approval for the Teaching Lecturer's use of personal property for work-related activities.

7. Nothing in this section is meant to limit or abridge a Teaching Lecturer's Rights under RSA 275:57 and RSA 275:48.

ARTICLE 20

LECTURER- UNIVERSITY COMMITTEE

There will be a Lecturer-University Committee with three (3) members on each side that will meet once each semester to discuss matters of general interest to the Teaching Lecturers or the University, including office space issues and payroll deduction issues. These meetings shall not be used for negotiations or to discuss pending grievances.

ARTICLE 22

NO STRIKE OR LOCKOUT

1. The Union, on behalf of its officers, agents and members and all Teaching Lecturers agree that strikes and other forms of job action are unlawful. The Union 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 Union agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity and of the Union's opposition to such activity.

2. The University agrees that it shall not invoke any lockouts.

ARTICLE 22

SAVINGS CLAUSE

If any provision(s) of this Agreement, or any application of the Agreement, shall be found contrary to law or invalid by a court of competent jurisdiction, any administrative agency having jurisdiction or by force of legislative action, then such provision or application shall not be deemed valid and subsisting and shall be amended to the extent necessary to conform with the law and the parties' intent, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 23

DURATION

Except as otherwise provided, this Agreement as executed will be effective as of ratification by both parties, and shall remain in full force and effect until June 30, 2025 and shall be automatically renewed from year to year thereafter unless at least 180 days prior to the expiration date either party notifies the other in writing of its desire to terminate or amend the Agreement.

Signatures

IN WITNESS WHEREOF, The Board of Trustees of the University System of New Hampshire has caused this instrument to be signed and sealed by its duly authorized representative and the Association has caused this instrument to be signed and sealed by its duly authorized representative in August 2022.

Plymouth State University – SEIU Local 1984

By _____
Richard Gulla
President, State Employees' Association SEIU, Local 1984

By _____
Randy Hanneyman
Chief Negotiator
PSU – SEIU Local 1984

By _____
Jessie Chapman
Teaching Lecturer

By _____
John Christ
Teaching Lecturer

By _____
John Lennon
Teaching Lecturer

By _____
Lydia Eaton
Teaching Lecturer

By _____
Philip Inwood
Teaching Lecturer

Plymouth State University, University System of New Hampshire

By _____
Alexander J. Walker
Chair, Board of Trustees
University System of New Hampshire

By _____
James W. Dean
Interim Chancellor
University System of New Hampshire

By _____
Donald L. Birx
President, Plymouth State University

By _____
Matthew Newland
Chief Negotiator
University System of New Hampshire

By _____
Nathaniel Bowditch
Provost & VP of Academic Affairs
Plymouth State University

Ann McClellan
Interim Provost
Plymouth State University