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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 "Meet and Consult" refers to the obligation of the Administration to notify the UNHLU of potential policies, rules, regulations, or other implementation of management rights and offer to meet and discuss issues. This standard does not infringe on management rights in any way.

2.12 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 finalization of this agreement in a mutually acceptable format and post it on the USNH website. 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, college, department, salary, rank, university email address, FTE, and length of service.

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 No more than three (3) UNHLU-AAUP staff 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 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. The cost of the course release shall equal 12.5% of the minimum base salary of the officer's rank, plus full fringe benefits. The UNHLU will provide the names of those for whom it will purchase a course release to the contract administrator by May 1st of the academic year preceding the timing of the course release.

6.11 The UNHLU-AAUP shall have the right to make a presentation 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 Lecturer Faculty shall be informed by the University of their teaching and service 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 have the same role and rights as other faculty in discussions concerning enrollment caps and in the drop-add process, subject to relevant institutional academic polices.

7.7 Lecturer Faculty members have full access and use of the UNH Libraries and their materials, in accordance with UNH and Library policies.

7.8 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. UNH does not normally additionally compensate for these activities. While engaging in these activities, Lecturer Faculty members, whether full-time or part-time, have the obligation to avoid ethical, legal, financial, and other conflicts of interest to ensure 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 (UNH.V.7) and the University System Conflict of Interest Policy (USY.V.D.7.4)[1]. Professional activities include, but are not limited to, expertise associated with teaching, professional development, engagement, and service.

7.9 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.

7.10 Lecturer Faculty members are engaged and supported by the University to fulfill teaching and service activities as defined in Article 12. 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 or applied scholarship support from internal or external grants, the proposals for which have been approved by the Dean and the University.

7.11 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.

7.12 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.

7.13 Lecturer Faculty are protected by and subject to the University System of New Hampshire Statement of Values, as of 12/31/17 which includes but is not limited to "respect for the rights, differences, and dignity of others" and "freedom of inquiry, deliberation, and expression."

7.14 Lecturer Faculty who are determined by UNH to have a "legitimate educational interest" in relevant student records under FERPA (20 USC 1232g: Family educational and privacy rights) will

[1] For purposes of Article 7 only, Lecturer faculty employed at .88 FTE are considered full-time employees and Lecturer faculty employed at .75 FTE are considered part-time employees under the listed University policies; the University will notify UNHLU of any changes to UNH.V.7 or USY.V.D.7.4.

be given access to those records.

7.15 The safety of students, colleagues, and the university community is of utmost importance to Lecturer Faculty. Lecturer Faculty will follow all applicable laws, policies, and procedures to the best of their understanding. In particular (but not by way of limitation), Lecturer Faculty will immediately notify appropriate University officials (e.g. Title IX Coordinator as primary contact) of any information that comes to their attention about possible (i) acts of sexual violence by or against a student or which occurs on University property, or (ii) threats of harm to self or others posed by a member of the University community. The University will provide UNHLU with resources that will assist UNHLU in monitoring changes in applicable laws, will notify the UNHLU of any change to applicable UNH policies and procedures, and make available appropriate training for Lecturer Faculty. UNH will disseminate training and materials to Lecturer Faculty and notice UNHLU which may assist in this dissemination.

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.

8.2 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: https://www.unh.edu/research/environmental-health-and-safety

8.2.2 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 Office of Environmental Safety. The University will assess the report.

8.2.3 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 Canvas/Webcat (or applicable course management systems) 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. The Department Chair will assign courses and duties to Lecturer Faculty 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. All appointments shall be offered by the Dean in writing and accepted in writing by the Lecturer. The Lecturer appointment letter shall specify that the appointment 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 Teaching and Service expectations (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 UNH Lecturers United – AAUP will contact the Lecturer Faculty; 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 Reappointment letters for Lecturers shall be delivered by March 1 of the final appointment year for Lecturers in their first or second year; and by September 30 of the final appointment year for Lecturers who are in their third year or thereafter. These dates are consistent with Article 15: Termination of Employment.

11.4 Lecturer Faculty 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 at hire and/or term of appointment may be made. 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 hired by the University at the rank of Senior or Principal Lecturer will normally be given three to five-year 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 hired by the University at the rank of Lecturer will normally be given two year appointments. However, for those Lecturers whose hire begins in the spring semester, the initial appointment will be for one and one-half years. The first reappointment at the Lecturer rank will be for two years. Subsequently, appointments will normally be for three-years.

11.4.3 Excluding Temporary Appointments as defined in 11.4.4, when a Lecturer faculty receives a reappointment offer for a term of year less than normally offered – as defined in 11.4.1 and 11.4.2, above – the Administration will provide notice to UNHLU and a brief rationale for the shorter term.

11.4.4 Temporary Appointments: Shorter duration appointments than those set forth above may be made to address temporary situations such as vacancies caused by leaves or searches. These appointments may be renewable or non-renewable at the discretion of the Dean. The Administration will provide notice to UNHLU and a rationale for the shorter term and renewal status. If the appointment is non-renewable, the appointment letter shall, in addition to the requirements of 11.2, include the following statement: "This is a temporary position that is not renewable." Inclusion of this statement shall be construed as notice of termination.

11.4.3.1 Hire into a temporary appointment following a search does not preclude future hire into a normal Lecturer Faculty position.

11.5 Lecturers promoted during an appointment will have their promotions and associated salary increases effective at the start of the next academic year. In the event a Lecturer Faculty is promoted in the terminal year of their current appointment and have already received a reappointment for the next academic year, the reappointment will be reviewed by the Dean to ensure it meets the normal appointment term as described in this Article.

11.6 Notwithstanding anything herein to the contrary, 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 Lecturer faculty workloads will contain a combination of Teaching and Service. There shall be no requirement of scholarly work for Lecturer Faculty.[2] Lecturer Faculty appointments may be full-time or part-time at the discretion of the Dean consistent with curricular needs and consistent with this Collective Bargaining Agreement.

12.1.1 A 1.0 FTE workload is eight (8) "units" of Teaching and Service. Of those "units", either one (1) or two (2) will be assigned to Service. The definition of a "unit" is associated with the time, energy, and actions it takes to teach one standard 3- or 4-credit course.[3]

[2] While there is no requirement for scholarly work for Lecturer Faculty, they may engage in scholarship in accord with section 11 of Article 7: Lecturer Faculty Rights and Responsibilities.

[3] According to UNH Faculty Workload Policy, "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." UNH Faculty Workload Policy, Dean's Council (2013)

12.1.2 A 0.88 workload equates to a total of seven (7) "units" of Teaching and Service. Of those units, either one (1) or two (2) will be assigned to Service. Alternatively, at the discretion of the Dean, a part-time workload may be six (6) “units” of Teaching and Service, which equates to 0.75 FTE. Of those units, one (1) will be assigned to Service.

12.1.3 Current Lecturer Faculty, as of the date of ratification, who are grandfathered at less than 0.75 FTE shall retain their FTE status, unless changed by mutual agreement.

12.2 The Department Chair assigns courses and duties to Lecturer Faculty, with approval from the Dean. Workload assignments must be fair and equitable, and will take into consideration the interests of the Lecturer Faculty member.

12.3 Faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they carry out their responsibilities. In an effort to produce fair, balanced, and equitable workload assignments for Lecturer Faculty, workloads must be consistent with established policies and practices for workload assignment for faculty within each department and College. Within a department or College, discussion of policies and practices for faculty workload assignments must include Lecturer Faculty as fully participating members.

12.3.1 Not later than September 1, 2020 UNH and UNHLU will convene to collaborate to 1) review existing College workload guidelines, and 2) identify where revisions may be needed.

12.4 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 will be the prerogative of the Dean and must be reflected in the reappointment letter, along with the reason(s) for the change.

12.5 Nothing in this article prohibits departments from granting or continuing course releases to Lecturer Faculty so long as they are consistent with policies and/or practices for faculty within a department.

12.6 The two categories of workload activities are Teaching and Service.

12.6.1 Teaching activities are those activities directly related to the administration of a course. Examples include: preparation, selection, and delivery of course materials; feedback and assessments; and support of student needs and accommodations associated with the course.

12.6.2 Service activities are comprised of standard professional activities[4] and any additional activities assigned or approved by the Chair with approval of the Dean and completed in support of students, colleagues, the department, College,

[4] These include but are not limited to attendance at department or College meetings, letters of recommendation, support of student recruitment, curricular planning, or election to Faculty Senate.

University, and the professions and disciplines; public service, outreach, and engagement; accreditation activities; and professional development.

12.7 General Standards for Teaching Assignments

12.7.1 Discrete sections of the same course that meet at distinct times in a given semester are to each be considered one course.

12.7.2 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 additional (1) "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.

12.7.3 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 course shall have the following enrollment maxima:

12.7.3.1 Discovery 444 courses: 25 students

12.7.3.2 Discovery 440H courses: 20 students

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

12.7.3.4 Writing Intensive: 30 Students, unless otherwise supported by Graduate Teaching Assistants, Instructional Assistants, or a combination of both. Lecturers will be offered support consistent with 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.

12.7.3.5 The above course categories and maxima are subject to revisions recommended by the Faculty Senate and approved by the Provost. Any such revisions will automatically govern all faculty assignments.

12.8 Lecturer Faculty shall have the right to request that the Dean reconsider their workload assignments and FTE status in accordance with the language in Article 14: Grievances Procedure. Should the outcome of the reconsideration result in a dispute that elevates to a formal grievance, the grievance shall move immediately to Step One as prescribed in Article 14: Grievance Procedure.

12.9 Overload

12.9.1 Lecturer Faculty at less than 1.0 FTE may inform the Dean or Dean's designee prior to the start of the semester if they would like to take on an overload course for which the College would otherwise seek to recruit a new adjunct faculty member. If the Dean, on advice of the Chair, deems the Lecturer Faculty member at least as qualified as other active or potential candidates, the overload will be assigned to the Lecturer. If an overload is given to a less than 1.0 FTE Lecturer for more than two semesters, and the resulting workload would be 1.0 FTE equivalent, then the Lecturer's FTE shall be reassigned at 1.0 FTE.

12.9.2 Lecturers may work more than 1.0 FTE with the agreement of the Lecturer Faculty member.

12.9.3 Lecturers may be assigned more than (1) overload in an academic year provided the Lecturer and the UNHLU agree to the extra overload.

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 developmental process. Lecturer Faculty will be reviewed on the full range of their workload, as outlined in Article 12: Workload Activities of Lecturer Faculty.

13.2 Reporting - Each year, each Lecturer Faculty member will be responsible for submitting a faculty activities report (FAR) as required by college rules, or absent college-level guidance, to the chair of their department, by May 15. This will include all teaching, professional, service, and administrative activities completed during that prior academic year. Lecturers may exercise discretion in providing supporting documentation. An important part of this report is a self-assessment narrative of the past year and plans for the upcoming year.

13.3 Lecturer Faculty shall be responsible for maintaining copies of teaching evaluations and course syllabi that are not stored electronically. When requested, 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.

13.4 Regular Reviews - During the Lecturer's appointment, the college dean or his/her designee shall provide Lecturer Faculty with a written performance review annually by June 15. This review shall convey an assessment of overall performance, including any necessity for improvement and growth as well as any areas of excellence. The Dean or Dean's designee will also convey, where and when appropriate, the resources and mechanisms to foster professional development and improvement. The Dean's review will be informed by a separate written evaluation prepared at the department/program level by the Lecturer Faculty member's Chair or other designee selected by the Dean

13.4.1 The written evaluation may be conducted by the Chair/program coordinator or other designee selected by the Dean. If the evaluator is a designee, they shall provide the written evaluation to the chair and the chair shall provide to the dean.

13.4.2 Prior to submitting the written evaluation, the evaluator shall hold a meeting with the Lecturer, unless this meeting is waived by the Lecturer[5]. The purpose of this meeting is to 1) provide candid, respectful feedback, 2) to enhance professional development of the faculty member, and 3) to document the outcome of the evaluation.

13.4.3 Following the evaluation meeting, the evaluator and Lecturer shall sign and date the written review. Should the Lecturer disagree with the content of the written review, they may submit a rebuttal letter. The rebuttal letter shall be attached with the evaluation that is submitted to the college Dean and the rebuttal will be included in the Lecturer's personnel file.

13.4.4 The departmental annual evaluation and the Dean's annual review letter shall be based the following:

13.4.4.1 Teaching activities: these will be evaluated on the basis of classroom observation, information provided in the FAR, student course evaluations, and other relevant assigned teaching activities.

13.4.4.1.1 Observations: Once per appointment period, each Lecturer faculty member will have an announced classroom observation of their teaching. This observation may be conducted by the chair/program coordinator or dean's designee, provided the observer is of equal or higher rank.

Where possible and consistent with the goals of the college, faculty at the rank of Lecturer may be observed by Senior or Principal Lecturers, Associate Professors, or Professors. Senior Lecturers may be observed by Senior or Principal Lecturers, Associate Professors, or Professors. Principal Lecturers may be observed by Principal Lecturers or Professors.

Where there is not a designee in the same department/program, the Dean will identify an evaluator.

No later than seven days before the classroom session to be observed, the observer and the Lecturer Faculty member will meet to discuss the plan for the class, the learning objectives for the session, and the class content. Specific observation assessment criteria will be agreed upon by the college, with full participation of Lecturer Faculty, and consistent with departmental norms.

[5] If the meeting is waived by the Lecturer they should still ensure they sign the written evaluation as described in Art 13.4.3

Within two weeks of the observation date, the assessment of teaching will be provided in writing to the Lecturer Faculty member. The Lecturer shall sign the assessment to acknowledge receipt. The assessment will be included in the Lecturer Faculty member's personnel file. The faculty member retains the right to rebut the contents of the observation.

13.4.4.1.2 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.

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.

13.4.4.1.2 Faculty Activities Report (as described in 13.2).

13.4.4.1.3 Student Course Evaluations: All Lecturer Faculty shall be evaluated in each section of each course. Colleges and departments should be clear about the role of student evaluations in the overall assessment of Lecturer Faculty teaching.

13.4.4.2 Service Activities (see Article 12: Workload Activities) completed during the review period will be evaluated based on the designated reviewer's assessment of the quality of execution of the assigned duties including information in the FAR.

13.4.5 Lecturers who have previously been notified of non-reappointment will not be reviewed at the department or college unless they request a review. The request should to the Chair and Dean no later than six weeks before the end of the Lecturer's final semester.

13.5 Promotion Reviews

13.5.1 Promotion Committees

13.5.1.1 Promotion from Lecturer to Senior Lecturer will follow the college-specific Lecturer Faculty promotion policy and process documents through the level

of the Dean. The final promotion decision will be made by the Dean in consideration of the materials provided by the faculty member, the recommendation of the department committee, and chair and/or program director. The promotion committee shall be assembled by the Department Chair, subject to the Dean's approval. The committee will be comprised of no fewer than three members: at least one Lecturer of higher rank, and at least one faculty member at the Associate or Full Professor rank in that department or program. Department Chairs (or program coordinators) may serve on committees. Efforts shall be made to include committee members with similar disciplinary background. If the department has no Senior or Principal Lecturers, or if no suitable other faculty in the department are available, committee members will be selected by the Dean from a related department.

13.5.1.2 Promotion from Senior Lecturer to Principal Lecturer will follow the college-specific Lecturer Faculty promotion policy and process documents through the level of the Dean. The final promotion decision will be made by the Dean in consideration of the materials provided by the faculty member, the recommendation of the department committee, and chair and/or program director. The promotion committee shall be assembled by the Department Chair, subject to the Dean's approval. The committee will be comprised of no fewer than three members: at least one Principal Lecturer, and at least one faculty member at the Full Professor rank in that department or program. Department Chairs (or program coordinators) may serve on committees. Efforts shall be made to include committee members with similar disciplinary background. If the department has no Principal Lecturers, or if no suitable other faculty in the department are available, committee members will be selected by the Dean from a related department

13.5.1.3 No member of the Promotion Committee may have a relationship with the candidate that might constitute a conflict of interest in objectively and fairly evaluating the candidate for promotion. In such cases where the requirements of 13.5.1.1 and 13.5.1.2 cannot be fulfilled, the Dean shall select an appropriate alternate committee member.

13.5.2 Promotion Timeline

The Lecturer Faculty member may initiate the process for promotion to Senior Lecturer in the fifth or subsequent year of continuous or cumulative employment at the rank of Lecturer. Senior Lecturer faculty may initiate the process for promotion to Principal Lecturer in the fifth or subsequent year of continuous or cumulative employment at the rank of Senior Lecturer.

13.5.2.1 For those Lecturer Faculty with prior teaching and/or other relevant professional experience, a different time frame for promotion may be negotiated at the time of hiring.

13.5.3 Promotion Criteria and Process

Each college will make public its criteria, processes, and process timeline for granting promotion to the ranks of Senior Lecturer and Principal Lecturer, consistent with overarching University guidelines and in accordance with 13.5.1.

13.5.4 Promotion Process Timeline

13.5.4.1 A Lecturer Faculty member who wishes to stand for promotion will indicate his or her intention in writing to the Dean and Department Chair and for submitting his or her dossier by the relevant deadlines set by the College. College or department specific timelines should be followed but in no case should the dates be later than outlined below:

13.5.4.2 The Promotion Committee will submit its recommendation to the Department Chair by February 1 of the year in which the case is heard.

13.5.4.3 The Department Chair, having taken an independent and objective evaluation, will forward the committee recommendation and their own recommendation to the Dean by February 15.

13.5.4.4 The Dean, having taken an independent and objective evaluation, will inform the candidate and the Provost of his/her decision by March 15.

13.5.5 The salary increase associated with any promotion will become effective at the beginning of the following fall semester.

13.5.6 Lecturer faculty promoted in the middle of an appointment period will serve the remainder of their current appointment at the promoted rank. No new appointment term shall be awarded on the basis of promotion. Subsequent reappointments, if any, shall be at the promoted level and for terms as otherwise proscribed by this contract.

13.5.7 Any Lecturer Faculty member 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.

13.5.8 It is acknowledged that a Lecturer Faculty member who stands for promotion and is not promoted is not required to leave his or her position as a result. Subsequent applications for promotion require the preparation of a new dossier, as well as the solicitation of new/updated recommendation letters. Any subsequent application shall be judged on a *de novo* review the overall merits of the case.

13.6 Not later than September 15, 2020, the University-Level Guidance for Lecturer Evaluation and Promotion and all college-level Promotion Policies must be updated to reflect changes to and be consistent with this CBA.

13.6.1 The update to the University-level Guidance for Lecturer Evaluation and Promotion shall be completed by a committee comprised of a no more than ten (10) persons, of which up to five (5) may be appointed by the Provost's Office and up to five (5) may be appointed by the UNHLU-AAUP.

13.6.2 The updates to the college-level promotion policies shall be completed by college-level committees comprised of a no more than six (6) persons, of which up to three (3) may be appointed by the Dean's Office and up to three (3) may be appointed by the UNHLU-AAUP.

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 or members will discuss their 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.

14.3.4 Where the grievance is brought by the chapter, informal consultations shall be between the University president or designee and the UNHLU president or designee. Chapter grievances shall be identified as such by the UNHLU.

14.4 Step One: Initial Meeting[6]

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 against the Administration (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.

[6] When the University determines the same party would hear the grievance during the Informal Consultation and Step One, the University may elect to have the grievance start at Step One and shall provide notice to UNHLU of that intent.

14.5 Step Two: Binding Arbitration

14.5.1 If after the Step One efforts have been exhausted, but no later than twenty-one (21) 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 EMPLOMENT

15.1 Non-Reappointment

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

- Second year of initial appointment by March 1
- Third year and thereafter by September 30th

15.1.2 Late notice shall entitle the non-reappointed Lecturer Faculty member 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 Faculty member and the UNHLU. Such reasoning shall not be arbitrary or capricious.

15.2 Retrenchment Mid-Appointment

15.2.1 Retrenchment is the termination of a Lecturer's employment prior to the end of their appointment term as the result of institutional financial exigency, program elimination, or demonstrable non-intermittent curricular changes. Where any Lecturer Faculty member would be terminated prior to the end of their appointment term, the following shall be applied:

15.2.2 Prior to taking action, the administration shall notify the UNHLU of the University's intention to effect retrenchment and identify the departments/programs to be or likely to be impacted. Such notice shall occur no later than six month prior to any retrenchment taking effect. The parties will meet and consult within 15 business days of notice to discuss the need for retrenchment and identify potentially impacted Lecturer Faculty.

15.2.3 Within 60 days of the meeting described in 15.2.2, a staffing plan will be developed by the Provost and/or relevant Dean(s) in coordination with affected Department Chair(s) to address such personnel actions. Staffing plans shall be shared with UNHLU. Staffing plans may include 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, which could include teaching J-term or summer classes in-load or other work assignments identified by the administration.

15.2.3.1 UNH will notice UNHLU of the opportunity to solicit from the membership voluntary workload reduction or separations from faculty in the identified departments/programs to reduce the need for retrenchment. Voluntary separations may be resignations or retirements.

15.2.3.2 UNHLU members who elect to voluntarily separate, reduced FTE or therwise modify their position as a result of UNHLU efforts during this process are not entitled to severance.

15.2.3 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 members are assessed as equal on those criteria by the Dean, 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.

15.2.4 The Administration will notify employees subject to retrenchment by January 15th for termination as of the final day of the Academic Year or by August 31st for termination as of the final day of the Fall semester.

15.2.5 Severance

Lecturer Faculty who are terminated as a result of retrenchment are entitled to severance from the University, payable upon the last day of employment. Severance shall be $5000 plus a calculated amount based on years of service as a Lecturer Faculty member using the following:

a. Those with 3-5 years of service as a Lecturer Faculty member: 4 weeks
b. Those with greater than 5 years of service as a Lecturer Faculty member: 4 weeks + 1 week for each year of service greater than 5 years.
c. No discontinued Lecturer Faculty may receive an amount in excess of 13 weeks of pay as severance, inclusive of the $5,000.
d. A week of pay is equal to 1/39 of a Lecturer Faculty member's salary for the current academic year.

15.3 Termination or Suspension Without Pay for Just Cause

15.3.1 Lecturer Faculty shall not be subject to dismissal or suspension without pay except 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 notice 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 pro-rated by FTE status.

16.2 Promotions

16.2.1 For promotions effective during this contract, base salary increase will be granted as follows:

	FY18-FY19	FY20	FY21	FY22
Lecturer to Senior Lecturer:	$4,340	$4,470	$4,604	$4,696
Senior to Principal Lecturer:	$5,210	$5,366	$5,527	$5,638

16.2.2 Salary increases associated with any promotion will become effective at the start of the next academic year.

16.3 Academic-Year Overload Salary – 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 courses shall be compensated at 3% of their annual base salary. 2-credit courses shall be compensated at 6% of their annual base salary.

16.3.1 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.

16.3.2 Overload courses added to a Lecturer's workload mid-semester shall be compensated at a pro-rated amount of the Overload Salary as determined by the Lecturer and department Chair with approval from the dean's office.

16.4 Salary Increases

16.4.1 Fiscal Year 2018 0% across-the-board salary increase

16.4.2 Fiscal Year 2019 0% across-the-board salary increase

16.4.3 Fiscal Year 2020 1% across-the-board continuing salary increase

16.4.3.1 For Fiscal Year 2020 eligible Lecturer Faculty covered under this bargaining agreement will receive a one-time flat payment of $750.00 after ratification of this agreement.

16.4.4 Fiscal Year 2021 1% across-the-board continuing salary increase

16.4.3.1 For Fiscal Year 2021 eligible Lecturer Faculty covered under this bargaining agreement will receive a one-time flat payment of $1000.00 in their first paycheck of Academic Year 2020-21.

16.4.3.2 In addition, for Fiscal Year 2021 a merit pool shall be established equaling 1.5% of the College's salary base for eligible Lecturer Faculty covered under this bargaining agreement.

16.4.3.2 This merit pool shall be distributed as continuing salary increases to the College's Lecturer Faculty for the purpose of rewarding performance and professional contributions. Such salary increases shall be effective at the start of Academic Year 2020-21.

16.4.5 Fiscal Year 2022 1% across-the-board continuing salary increase

16.4.3.1 For Fiscal Year 2020 eligible Lecturer Faculty covered under this bargaining agreement will receive a one-time flat payment of $1000.00 in their first paycheck of Academic Year 2021-22.

16.4.3.2 In addition, for Fiscal Year 2022 a merit pool shall be established equaling 1.5% of the College's salary base for eligible Lecturer Faculty covered under this bargaining agreement.

16.4.3.2 This merit pool shall be distributed as continuing salary increases to the College's Lecturer Faculty for the purpose of rewarding performance and professional contributions. Such salary increases shall be effective at the start of Academic Year 2021-22.

16.5 Merit Pay Process - The parties agree that a committee will be formed including members of both party's bargaining teams to evaluate the processes by which merit is awarded. The committee will be charged with identifying a process by which merit will be awarded which is mutually agreeable. For Fiscal Year 2021 and Fiscal Year 2022, colleges will continue to use their own process. Such process(es) shall be shared with the UNHLU.

16.6 Salary Minima

16.6.1 For FY18-19 no full-time Lecturer faculty member shall be paid less than $54,240; no full-time Senior Lecturer shall be paid less than $65,090; no full-time Principal Lecturer shall be paid less than $78,100.

16.6.2 After the FY20 across-the-board increase specified in 16.4.3, no full-time Lecturer faculty member shall be paid less than $55,870; no full-time Senior Lecturer shall be paid less than $67,040; no full-time Principal Lecturer shall be paid less than $80,445.

16.6.3 After the FY21 across-the-board and merit increases specified in 16.4.4, no full-time Lecturer faculty member shall be paid less than $56,430; no full-time Senior Lecturer shall be paid less than $67,715; no full-time Principal Lecturer shall be paid less than $81,250.

16.6.4 After the FY22 across-the-board and merit increases specified in 16.4.5, no full time Lecturer faculty member shall be paid less than $56,990; no full-time Senior Lecturer shall be paid less than $68,390; no full-time Principal Lecturer shall be paid less than $82,060.

16.7 Other Salary Increases – 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.

16.8 New Hires – Should a Lecturer Faculty member be hired at a salary that is greater than those at the same rank in their 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 conjunction with the dean, shall assign these course assignments according to the needs of the department in college. Once assigned, courses may be canceled by the college for reason of insufficient enrollment. Every effort shall be made to notify faculty of cancellations at least one month before the beginning of the term.

17.2 Compensation for bargaining unit members for teaching in the summer and J-term sessions shall be set on a per course basis. Beginning with the January 2020 sessions, the minimum rate of compensation for a 3-credit or 4-credit course shall be equivalent to not less than 12% of the salary minimum of the rank for 1.0 FTE, irrespective of the Lecturer Faculty member's FTE status. Compensation for a 1-credit or 2-credit course shall be equivalent to not less than 6% of the salary minimum for 1.0 FTE.

	FY2018	FY2019	FY2020	FY2021	FY2022
Lecturer	$6,510	$6,510	$6,705	$6,770	$6,840
Senior Lecturer	$7,810	$7,810	$8,045	$8,125	$8,210
Principal Lecturer	$9,370	$9,370	$9,655	$9,750	$9,850

17.3 Lecturer 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. Through Plan Year 2020, Lecturer Faculty will remain in the OAP 200/400, OAP In Network or OAP with HSA plan they selected during open enrollment for Plan Year 2020. Effective for Plan Year 2021 (as of 1/1/21) and through Plan Year 2022 Lecturer Faculty are provided with three medical plan options: Open Access Plan (OAP)200/400, OAP 500/1000, and OAP HSA. Summary plan descriptions are provided by USNH Human Resources at www.usnh.edu/hr/ in the benefits section.

18.2.1 The employee share of the premiums will be as follows for plan year 2021:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 200/400	16%	21%	21%	23%
OAP 500/1000	11%	15%	15%	19%
OAP HSA	5% $750*	9% $1,500*	9% $1,500*	13% $1,500*

18.2.2 The employee share of premiums will be as follows beginning in Plan Year 2022:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 200/400	17%	21%	21%	25%
OAP 500/1000	13%	17%	17%	21%
OAP HSA	7% $750*	11% $1,500*	11% $1,500*	15% $1,500*

*HSA Contribution

18.2.3 All medical plan options offered by USNH are subject to vendor-initiated changes in coverage, cost, and naming conventions. Where a vendor offers USNH a choice of medical coverage options, that choice shall be subject to negotiation between the UNHLU and USNH. If no agreement is reached within thirty (30) days of the first written notification to the Association, that choice which provides medical coverage closest to the existing coverage as determined by USNH shall be chosen. Any cost increases that result from the changes will be borne proportionally by USNH and the Lecturer Faculty member according to the above percentages.

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

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. 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:[7]

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.

[7] 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.

Standard Contribution Level. For Lecturers hired before 1/1/2020, the standard contribution level provides for the University System to contribute 10% and the participant to contribute 6%. For Lecturers hired on 2/1/2020 or later, the standard contribution level provides for the University System to contribute 9% 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% up to 3.9%.

Middle Contribution Level. The middle contribution level provides for the University System to contribute 6% and the participant to contribute 4% up to 5.9%.

18.5.2 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.

18.6 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.[8]

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 tuition[9] (varies by institution and program). 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 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 one (1) year are entitled to the same educational benefit as indicated above up to age 24 or "legally dependent" status defined by the IRS.

[8] For purposes of this benefit, out-of-state employees are considered in-state.
[9] For purposes of this benefit, out-of-state employees are considered in-state.

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. 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, Fidelity) while continuing to be employed in the reduced time status position.

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 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 percentage as active employees for the dependent coverage.

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/ as of July 1, 2019 or as subsequently amended to comply with changes in federal or state law. The latter apply except when they differ from the policies outlined in this Agreement. If the leave is for a "serious health condition" as defined under the Family and Medical Leave Act (FMLA), or any other FMLA eligible reason, USNH policy *USY V.C. 19* applies. FMLA runs concurrent with relevant leaves, including Family Leave *(see 19.3)*, Workers' Compensation *(see 19.4)*, and these UTime components: Sick Time, Parental Leave and Short-Term Disability.

19.2 UTime benefits provide paid Sick Time, Short-Term Disability, Parental Leave, Bereavement Leave, and Long Term Disability coverage.

19.2.1 Sick Time is designed to provide salary continuation for absences due to personal medical needs or Family Leave as described below in 19.3. Lecturer Faculty accrue sick time during their appointment period at a rate of one and one quarter (1.25) days per month *(pro-rated when working less than 1.0 FTE).* The maximum accumulation of sick time is 60 (working) days. There is no payout of unused sick time at end of employment.

19.2.2 Short-Term Disability (STD): This benefit provides Lecturer Faculty with salary continuation for certified total disability due to a non-occupational accident or illness for up to 26 weeks.

19.2.2.1.1 Eligibility. Lecturer Faculty must be employed in their Lecturer Faculty position for a minimum of two months (60 consecutive calendar days) to be eligible.

19.2.2.1.2 Elimination period. Benefits begin the first day of total disability following an accident or on the eighth calendar day of total disability due to illness (including medical maternity).

19.2.2.1.3 Salary continuation for absence due to disability. After completion of the elimination period STD benefits are at 100% of budgeted salary through week eight (8) of absence due to disability and 60% of budgeted salary for weeks nine (9) through twenty-six (26) (calendar day 182).

19.2.2.1.4 Supplementing STD with Sick Time. Lecturer Faculty may use accrued Sick Time for the elimination period or to supplement STD at the 60% of salary level to bring pay replacement to no more than 100% of budgeted salary.

19.2.3 Parental Leave for Birth or Adoption/Placement of a Child. Each Lecturer Faculty member who becomes a parent through birth or adoption is eligible for a maximum of four (4) weeks of paid parental leave for the birth or placement of the child. Parental leave must be used consecutively within twelve (12) weeks from the birth or placement. (See Art 19.3 for additional leaves related to birth/placement of a child)

19.2.3.1 The Lecturer Faculty member shall inform his/her Department Chair and the Office of Human Resources in writing, as early as possible, of the intent to use parental leave and identify the approximate date that the leave is expected to commence. If the leave is to commence mid-term, upon departure the faculty member must supply the Chair with access to all course materials (including grades and submitted but ungraded work) that will be shared with the faculty member who takes over the course.

19.2.3.2 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 Pedagogical Development Leave eligibility.

19.2.3.3 For up to one year following the conclusion of a parental leave, Lecturer Faculty members may request in writing permission from the Dean to shift the teaching of one or more of their 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.

19.2.3.4 Utilization of paid parental leave does not restrict the availability of the Modified-Duties Assignments *(see 19.7).*

19.2.4 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.4.13.

19.2.5 Record Keeping. It is the responsibility of each Lecturer Faculty member and department to maintain accurate records that verify the usage and current accrual balances of UTime paid leave.

19.2.6 Long Term Disability (LTD). This insurance provides monthly disability income benefits to an approved Lecturer Faculty member *(see USY.V.A.8.1.2)* who is unable to work for more than twenty-six (26) weeks due to an illness or injury.

19.2.7 The maximum a Lecturer Faculty member's appointment will be held is twenty-six (26) weeks from the initial date of absence due to total disability. This is intended to align with the twenty-six (26) week waiting period for Long Term Disability (LTD) benefits. At the end of the twenty-six (26) week period, the Lecturer Faculty member may transition to LTD if they have applied and been approved. If LTD is not approved and the Lecturer Faculty member does not return to work, their appointment ends at the end of the twenty-six (26) week period.

19.2.8 When Lecturer Faculty members are absent from their duties and cannot fulfill their responsibilities Chairs should be made aware of the absence and that absence should be recorded by the faculty member. If a Lecturer Faculty member is absent due to illness or injury and unable to fulfill their responsibilities or their responsibilities are fulfilled on a

temporary basis by virtual or other means for more than three (3) consecutive workdays, they must provide notice of this absence to their Chair. If the absence is for a "serious health condition" as defined under the Family and Medical Leave Act, failure to promptly notice no later than the fourth (4th) day of absence may result in the Lecturer Faculty member receiving less than the full benefits to which they would otherwise be entitled.

19.3 Family Leave. Lecturer Faculty may use up to a maximum of 10 days of accrued Sick Time per fiscal year for family leave during their appointment period. This leave may be used to replace salary for absence due to medical appointments, illness, or medical needs of an immediate family member; prenatal or post-natal care; for extended bereavement leave *(19.2.4)*, and/or crime victim leave *(see USY V.C.20.2).* Family Leave may also be used for bonding with a new baby or adoptive/foster child within the first twelve (12) weeks from birth or placement. Those individuals considered immediate family include spouse, mother, father, stepparents, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother, stepsister, grandparents, grandchildren, and individuals living within the Lecturer Faculty member's household. (See Appendix A for a visual representation of available leaves.)

19.3.1 For the purpose of bonding with a newborn or newly adopted child, the Lecturer may utilize up to the maximum 10 days Family Leave even if they have exhausted or do not have available Sick Time. This leave must be taken consecutively with any other leaves associated with the birth or placement of a child.

19.4 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 UTime Sick Time 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.

19.5 Jury Duty/Witness & Military Leave. Lecturer Faculty will be granted Jury Duty / Witness or Military leave consistent with USNH policies.

19.6 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. If the absence is for an FMLA-eligible reason, USNH policy USY.V.C.19 applies. Except when the absence is covered by the Family and Medical Leave Act, 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.

19.7 Modified-Duties Assignments.

19.7.1 At the discretion of the Department Chair, with the approval of the Dean (in consultation with the Office of Human Resources) and attention to curricular needs, paid modified-duties workload assignments may be available for up to two semesters to Lecturer

Faculty dealing with qualifying events under the Family and Medical Leave Act. Lecturer Faculty granted this status remain fully employed at their current FTE and fully paid with normal health and retirement benefits. Modification of duties requires full-time work assignments that simply alter the percentage time assigned for teaching and service for a designated period of time.

19.7.2 Bargaining unit members must submit in writing to the Department Chair the basis of the request and a probable duration of the Lecturer Faculty member's requested modification. The Lecturer Faculty member shall provide to the Office of Human Resources written certification that meets FMLA certification requirements of the qualifying reason for the requested modification.

19.7.3 For purposes of annual review, or merit pay allocation, bargaining unit members shall be evaluated on the performance of duties assigned.

19.7.4 A Lecturer Faculty member returning from modified-duties assignment will be expected to return to their normal workload assignments and will meet with their Department Chair to discuss the particulars at least 60 days before returning from modified-duties assignments.

19.8 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.

19.9 Leave Requests. For all types of leaves, it is the responsibility of Lecturer Faculty to submit the proper form(s)/documentation to the appropriate departmental and/or university officials to gain the approvals. The Lecturer Faculty member may not receive any or all benefit processes if they do not provide proper form(s)/documentation within the deadline parameters of the programs.

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 Lecturer Faculty may not be excluded on the basis of their faculty status.

20.3 Conferences, Workshops, and Professional Organizations

20.3.1 The University shall make available a pool of $30,000 beginning in AY 2019-20 and growing by ten (10%) in both AY 20-21 and AY 21-22 to be allocated to each College proportionally to the size of its Lecturer Faculty ranks and awarded in support of participation in appropriate professional gatherings.

20.3.2 Within each College, the allocation process will be announced to all of its Lecturer Faculty on an annual basis. Any of these funds unused by the end of the year will not roll forward into the following year.

20.4 Pedagogical Development Leaves for Lecturer Faculty

20.4.1 Up to five 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. Should fewer than five satisfactory applications be received in a given year, the unused PDL (s) shall not roll forward 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 2019-2020 is taken in Academic Year 2020-2021.

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 departmental support (including a statement regarding plans for course and service coverage) and may solicit additional statements from other appropriate sources.

20.5.1 The Dean shall review 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 if their application is not forwarded to the Provost and the reasons therefor.

20.5.3 If a Lecturer would be denied based solely on inadequate coverage, the award shall be granted and the leave shall be deferred to the following academic year. This would not constitute a roll-forward.

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 performance in teaching and service, as reflected in the submitted curriculum vitae, proposal, and supporting documents. This performance 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 shall receive 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 and to park in areas so designated. As of Academic Year 2020-21 the parking fee will be $75.

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. Membership dues shall be determined by UNHLU-AAUP

22.2 Membership in UNHLU-AAUP is not a condition of employment and, pursuant to Janus vs. AFSCME, public sector employees who elect not to join UNHLU-AAUP may not be required to pay agency fees.

22.3 UNHLU-AAUP membership shall be established by the filing of a signed continuing payroll deduction authorization with UNH. Upon electing to pay union dues, any bargaining unit member hired after the execution of this Agreement shall provide a signed continuing payroll deduction authorization. For new hires, signed authorizations must be received from UNHLU-AAUP no later than 60 days following the first day of employment. Failure to provide a signed written authorization for the payroll deduction of membership dues shall result in UNH being unable to process payroll deductions.

22.4 Bargaining unit members wishing to change status from member to non- member may do so in September of each year by requesting and signing a new continuing payroll deduction authorization withdrawing the authorization to UNHLU-AAUP by the end of September each year.

22.5 When UNHLU-AAUP changes the amount of membership dues, 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 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.

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, 2017 and shall remain in full force and effect through June 30, 2022 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.

IN WITNESS THEREOF, THE Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives in March, 2020, and the Association likewise has caused this instrument to be signed and sealed by its duly authorized representatives in March, 2020.

University of New Hampshire
Lecturers United – AAUP

By:_____
Molly Campbell
Senior Lecturer of English
President UNHLU-AAUP

By:_____
Nena F. Stracuzzi
Senior Lecturer of Sociology
Vice-President UNHLU-AAUP

By:_____
John DeJoie
Lecturer of Social Work
Negotiator

By:_____
Jesse Stabile Morrell
Principal Lecturer of Agriculture, Nutrition, and Food Systems
Negotiator

By:_____
Stephen Pimpare
Principal Lecturer of Public Service & Nonprofit Leadership
Negotiator

By:_____
Israel Yost
Principal Lecturer Emeritus of Computer Science
Negotiator

By:_____
Catherine L. Moran
Principal Lecturer of Sociology
Lead Negotiator

University System of New Hampshire

By:_____
Joseph Morone
Chair, Board of Trustees
University System of New Hampshire

By:_____
Todd J. Leach
Chancellor
University System of New Hampshire

By:_____
James W. Dean, Jr.
President
University of New Hampshire

By:_____
Wayne E. Jones, Jr.
Provost & Vice President for Academic Affairs
University of New Hampshire

By:_____
John C.E. Wallin
Lead Negotiator