

# **COLLECTIVE BARGAINING AGREEMENT**

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

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**University of New Hampshire Chapter of  
The American Association of University Professors**

**July 1, 2015 - June 30, 2020**

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## Article 1

### RECOGNITION

- 1.1 The Board hereby recognizes the UNH Chapter of AAUP, hereafter referred to in this agreement as “the AAUP” or “the Association,” as the exclusive bargaining representative for all tenured and tenure-track faculty presently or hereafter employed by the University in the Bargaining Unit set forth in the certification issued by the New Hampshire Public Employee Labor Relations Board dated October 23, 1990 and amended on August 8, 1991 for “...all full-time\* academic faculty employed by the University of New Hampshire at Durham and Manchester, including librarians with faculty rank and department chairpersons” and excluding from the petitioned unit research faculty, clinical faculty, extension educators, visiting faculty, part-time faculty, lecturers, principal and academic administrators holding tenure including but not limited to the provost and vice provosts, deans and associate deans, the Director of the Center for the Humanities, the Director of the Thompson School, the Director of the Carsey Institute, the Director of the Institute for the Study of Earth, Oceans and Space, the Director of the Institute on Disability, the Director of the UNH Survey Center, and the Chief Sustainability Officer.

## Article 2

### ACADEMIC FREEDOM

- 2.1 The Board of Trustees and the AAUP recognize the essential importance of academic freedom to an institution of higher education and affirm their continuing commitment to the principles of academic freedom and its protections as provided in the *AAUP Statement of Principles on Academic Freedom*.
- 2.2 When making public statements, members of the bargaining unit should take care to avoid the impression that they are representing the University.
- 2.3 Members of the bargaining unit will carry out their responsibilities faithfully and in a manner consistent with the traditions of academic freedom and professional excellence.
- 2.4 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.

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\* Tenured faculty and tenure-track faculty who elect a temporary reduction in full-time appointment to no less than 50% time for no more than one year (*unless exempted for additional time by the University*) or participate in the partial early retirement program or reduce service and draw TIAA/CREF annuity prior to full, normal retirement shall continue as members of the bargaining unit until termination of employment. Any non-administrator who serves as a Department Chair shall, for the duration of such service, be considered a member of the full-time faculty bargaining unit, even if (s)he would be otherwise excluded from the unit because of his/her status. Department Chairs will be chosen from among bargaining unit members of the faculty. Any proposed Department Chair appointment where this is not the case shall require agreement from the AAUP’s local chapter.

### **Article 3**

#### **NON-DISCRIMINATION**

- 3.1 The University and the bargaining unit faculty, to the extent of their respective authority and responsibility, agree not to discriminate against employees of the University on the basis of sex, race, age, religion, color, marital status, sexual orientation, political affiliation, political belief or lawful political activity, veteran's status, disability, national origin, gender identity or expression, membership or non-membership in the AAUP, or involvement in AAUP activities as long as any such status or activity is lawful. 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 public employers by state or federal anti-discrimination laws.

### **Article 4**

#### **FACULTY RIGHTS**

- 4.1 Within the limits of availability of space, members of the bargaining unit shall be provided with a private office or other appropriate workspace.
- 4.2 Taking into account the needs of their departments and the students they serve, work assignments of bargaining unit members will be consistent with their academic status and interests.
- 4.3 Members of the bargaining unit shall be promptly informed of any official judgments of their performance.
- 4.4 No decision or action affecting a bargaining unit member's employment, promotion, tenure or compensation may be made in an arbitrary or capricious manner. Administrative decisions having a significant effect on the terms and conditions of employment of individual bargaining unit members shall be consistently applied to the extent that similarly situated individuals in equivalent circumstances will be treated in a comparable manner.
- 4.5 The University and the bargaining unit members will make every effort to maintain a professional academic environment that is free of intimidation and harassment of members of the University community. In the case of sexual or other discriminatory harassment, the requirements of federal or New Hampshire state law shall be the only determinants of the proper definition and extent of the term "harassment."
- 4.6 Bargaining unit members shall not be subject to dismissal and/or disciplinary action except for just cause. If an appeal against dismissal and/or disciplinary action is taken to final and binding arbitration, the burden of proof of just cause shall be on the University.
- 4.7 Except as otherwise provided, in the adjudication of any dispute over an alleged violation, misinterpretation or misapplication of the provisions of this Article, the burden of proof will rest with the Grievant.
- 4.8 Bargaining unit members have access to appropriate University supplies and property for the express purpose of conducting University business.

## 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 unit members; to determine criteria in hiring and promotion; to determine standards for work; to hire and evaluate unit members;
  - 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;
    - 5.1.6.1 When the University contemplates policy changes that do not conflict with the provisions of this agreement but that may affect the terms and conditions of employment of the bargaining unit faculty, the University will supply a draft to the AAUP.
    - 5.1.6.2 The Chapter will respond within 60 calendar days. If the University and Chapter agree that the draft policy change requires bargaining, negotiations will begin within 30 calendar days.
  - 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 the Grievance Article only to the extent it is alleged that such application has violated a specific provision of this Agreement.
- 5.3 Nothing in the Agreement shall be construed to limit the right of administrative personnel with faculty status to perform instructional duties.

## **Article 6**

### **AAUP RIGHTS**

- 6.1 The Administration shall make available to the Association information needed for collective bargaining with the following stipulations:
  - 6.1.1 All requests will be made in writing to the USNH Director of Human Resources;
  - 6.1.2 Such information will be made available within reasonable time frames, normally fourteen (14) days;
  - 6.1.3 That AAUP pay a copying cost when requested by the Administration;
  - 6.1.4 The University System will not be responsible for reformatting data already publicly available;
  - 6.1.5 Requests requiring special programming or summary work may exceed the fourteen (14) day standard.
- 6.2 The AAUP may use UNH telephone services related to its representation responsibilities and will reimburse the institution at the normal billing rates.
- 6.3 The Administration shall arrange for the printing of this agreement in a mutually acceptable format and distribute one (1) copy to each member of the bargaining unit. The cost shall be shared equally by the University and the AAUP.
- 6.4 The Administration shall provide the AAUP a list of new bargaining unit member appointments, including starting salary and rank, and faculty terminations and retirements twice annually no later than October 15<sup>th</sup> and February 15<sup>th</sup> of each year.
- 6.5 In order to conduct its representation activities, the AAUP will be provided with on-campus office space and will reimburse the institution at the normal billing rates.
- 6.6 In order to communicate with members of the bargaining unit, AAUP 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.
- 6.7 Participation in activities of collective bargaining and faculty representation by AAUP officials and committee members shall be considered a service activity similar to other committee work.
- 6.8 The AAUP Chapter may purchase one course release per year each for the President, the Grievance Officer and the Chief Negotiator of the Chapter. If an officer is a librarian, the course release shall be the equivalent of six hours per week for the academic year.

## **Article 7**

### **MEET AND DISCUSS**

- 7.1 The President or the President's representative shall meet periodically at a mutually agreeable time with a representative designated by the AAUP to discuss matters related to the administration of the Agreement. These discussions shall neither substitute for, nor circumvent, the contractual grievance procedure.

- 7.2 Nothing in this Agreement shall preclude the University President (or his/her representative) and the AAUP 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 8**

### **WORKLOAD**

- 8.1 Faculty workloads are determined by the University and shall take into account teaching, scholarship including creative and/or professional activity, and service. Faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they carry out their responsibilities. Individual workload assignments shall be made by the department Chairperson, subject to the approval of the Dean of the appropriate school or college.

## **Article 9**

### **GRIEVANCE PROCEDURE**

#### 9.1 Preamble

- 9.1.1 In agreeing to this Article, Grievance Procedure, it is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of an alleged violation of this Agreement and to attempt to do so at the earliest stages of this Procedure. The parties further agree that no member of the bargaining unit shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance. A member of the bargaining unit 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.

#### 9.2 Definition

- 9.2.1 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 AAUP.
- 9.2.2 A grievance is considered to be formally filed when it is submitted to Step One of this procedure.

#### 9.3 Informal Consultations

- 9.3.1 It is expected that a bargaining unit member will discuss his or her concern(s) with the person(s) taking the action and with any other appropriate parties including the member's department Chairperson.
- 9.3.2 If these informal meetings have failed to achieve a settlement of this problem, the Grievant may request a settlement meeting from the lowest level Administrator having administrative responsibility for both the Grievant and the person taking the action. The request for such a meeting must be made in writing, with a copy to the AAUP, 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 action(s) being contested. The Grievant may be accompanied at all such meetings by a representative of the AAUP. This Administrator will have twenty-one (21) calendar days from the receipt of the

request for a settlement meeting in which to resolve the dispute. If a resolution is achieved, this Administrator, or his/her designated representative, shall promptly notify the Grievant and the AAUP.

- 9.3.3 The discussions between the parties at this step should be open, informal and directed toward developing a mutually acceptable resolution of the grievance.
  - 9.3.4 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.
- 9.4 Step One: If the problem is not resolved to the Grievant's and the AAUP's satisfaction during the Informal Consultation, a formal written grievance may be submitted to the Board of Trustees' Contract Administrator. The submission should describe the basis of the grievance and the remedy sought. It should include any documents supporting the complaint.
- 9.4.1 The formal grievance may be filed only after efforts to resolve the grievance at the Informal Consultation have been exhausted and must be filed no later than thirty (30) calendar days from the receipt of the request for a settlement meeting in 9.3.2 unless an extension of time for filing has been agreed upon between the Grievant and the University.
  - 9.4.2 The Board of Trustees' Contract Administrator will arrange a conciliation meeting to take place within thirty (30) calendar days of the receipt of a properly filed grievance; said meeting will include the Grievant, a representative of the Association and members of the administration appropriate to the problem to be addressed. The Board of Trustees' Contract Administrator will distribute copies of the grievance filings to all participants.
  - 9.4.3 The Grievant, the AAUP and the administration have the responsibility to provide to the Conciliation Group all documents which can be reasonably expected to contain evidence bearing on the case or which can be reasonably expected to lead to the discovery of such evidence. The Contract Administrator will coordinate the acquisition of such documents, and provide to the Grievant and the AAUP copies of these documents no later than fourteen (14) calendar days after the initial meeting of the Conciliation Group.
  - 9.4.4 The Conciliation Group will meet 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 Conciliation Group.
  - 9.4.5 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.
  - 9.4.6 The resolution of the grievance will be relevant to the interpretation of the Agreement only to the extent that the circumstances of a future grievance are equivalent to those which gave rise to the resolved grievance.
  - 9.4.7 If a grievance is filed by the AAUP, the AAUP may initiate the grievance by filing it immediately with the Contract Administrator.
- 9.5 Step Two: If after the Step One efforts have been exhausted, but no later than twenty-one (21) calendar days after the initial conciliation meeting, the grievance remains unresolved to the

satisfaction of the AAUP, the AAUP may proceed to binding arbitration to resolve the grievance. The Arbitrator will be selected according to the procedures described below.

- 9.5.1 Selection of the Arbitrator: The University and the Association will first endeavor to agree on an arbitrator. Either Party may submit names of suggested arbitrators to the other Party. If an arbitrator is not selected by mutual agreement, the arbitrator will be selected through the procedures of the American Arbitration Association. A decision on whether to mutually agree on an arbitrator or to select an arbitrator through the American Arbitration Association shall be made within ten (10) calendar days after the initiation of Step Two, and the arbitrator will be selected no later than twenty-one (21) calendar days after the initiation of Step Two.
- 9.5.2 The parties will cooperate fully with the Arbitrator in making available the evidence he or she requires to effect a resolution of the grievance.
- 9.5.3 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 matter 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. If a violation is found, the Arbitrator shall specify the remedy in accordance with the terms of this Agreement. The Arbitrator shall have the authority to decide the relevance of documentary evidence and/or testimony.
- 9.5.4 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 Association, and all bargaining unit members affected. The Arbitrator's decision-making authority shall be limited to determining whether the provision(s) of this Agreement have been violated, misinterpreted or misapplied and if so, to provide a remedy that makes the grievant whole. 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 Association or the bargaining unit member(s) any right or benefit which was not achieved through the negotiation process.
- 9.5.5 If a grievance is sustained in whole or in part, the award shall not exceed restoring to the Grievant(s) the pay, benefits or rights lost as a result of a violation of the Agreement. The decision of the Arbitrator, within the limits described above, shall be final except that within thirty (30) calendar days after the issuance of a decision by the Arbitrator either party may appeal the decision to the Superior Court. The basis of the appeal shall be limited to plain mistake, whether legal or factual, fraud, corruption, or misconduct by the parties, or on the grounds that the Arbitrator exceeded his or her powers as specified in this Article. Nothing in RSA 542:1, other legislation or regulation, or court precedent shall be construed to limit the right of either party to appeal an arbitrator's decision to the Superior Court.
- 9.5.6 Expedited Arbitration

This expedited process is available for the limited circumstances set forth in Article 14.2.5 where moral turpitude forms the basis, in whole or in part, of a bargaining unit member's dismissal or suspension without pay. Simultaneous with the filing of the formal written grievance, a demand for arbitration shall be filed with written notice to USNH's General Counsel. The demand for arbitration shall also include at a minimum, the names of three (3) proposed arbitrators agreeable to the Grievant. Within three (3) business days from UNH's receipt of the list of arbitrators proposed by the Grievant, UNH shall provide its response, and if none of the names proposed by the Grievant are acceptable, shall propose the names of at least two (2) arbitrators for the Grievant's review and consideration. The Grievant shall notify USNH's General Counsel (or

designated outside legal counsel) of its position on the proposed arbitrators within three (3) business days. If there is no mutually selected arbitrator within seven (7) business days from the date UNH received the demand for arbitration, the parties will notify the American Arbitration Association (AAA) and request that AAA appoint an Arbitrator.

Upon the appointment of the Arbitrator, the parties will within seven (7) business days hold a telephonic scheduling conference with the Arbitrator for the purposes of scheduling the arbitration hearing for a minimum of two consecutive days of hearing. The arbitration hearing shall be scheduled within 30 days of the scheduling conference, unless there is good cause for delay as determined by the Arbitrator. The provisions of Article 9, Sections 9.5.3, 9.5.4 and 9.5.5 shall be applicable to an expedited arbitration under this Section. In addition, the arbitrator shall issue his/her written decision within 10 business days after the submission of the parties' post-hearing briefs and receipt of a transcription of the hearing transcript (which shall have been requested on an expedited basis), if applicable. If post-hearing briefs are waived and there is no hearing transcript to be prepared, the decision shall be issued within 10 business days from the close of the arbitration hearing.

## 9.6 General Provisions

- 9.6.1 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.
- 9.6.2 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. Any dispute over the identity of the party responsible for the failure to convene the meeting in a timely fashion will be resolved by the Arbitrator.
- 9.6.3 The time limits prescribed in this article may be extended by mutual agreement of the administration and the AAUP.
- 9.6.4 A Grievant may withdraw his or her grievance at any point in this procedure.
- 9.6.5 If the Grievant is unable to pursue the grievance because of circumstances beyond his/her control, the AAUP may become the Grievant at any stage in the procedure.
- 9.6.6 The arbitration hearing shall be conducted according to the rules of the American Arbitration Association.
- 9.6.7 The costs of arbitration, including those associated with 9.6.8, shall be shared equally by the University and the AAUP.
- 9.6.8 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 AAUP.

## **Article 10**

### **PERSONNEL FILES**

- 10.1 The University shall maintain an official Personnel File for each member of the bargaining unit. The University and the Association understand the term Personnel File to mean the file that records the employment relationship from application to termination. It does not contain documents that would normally be kept in Promotion and Tenure, Payroll, or Medical files or other Employee Forms such as the I-9. It does contain letters of appointment, letters affirming promotion and tenure, evaluation letters and any documents potentially relevant to grievances or disciplinary action, except to the extent that such documents are not in final form, or are otherwise excluded from the definition of "personnel file" under New Hampshire state law and regulations promulgated thereunder.
- 10.2 The Personnel File shall not contain any anonymous correspondence. Unsolicited letters may be included in the file if a copy is sent to the bargaining unit member in question, providing they have relevance and are free of innuendo and are signed by the author.
- 10.3 A member of the bargaining unit shall be sent a copy of any document being placed in his/her official Personnel File.
- 10.4 The official Personnel File shall be in the custody of the University administration and the location of such shall be made known to the bargaining unit member.
- 10.5 With the exception of the temporary Promotion and Tenure file, a member of the bargaining unit shall have access to all materials relating to him/her in the official Personnel File. Requests shall be made in writing to the College Dean, and this access shall be granted as promptly as is reasonable during normal working hours, consistent with the schedule of both parties. Upon request, bargaining unit members shall be promptly furnished with copies of any materials in their File and will be charged the normal photocopy rate.
- 10.6 Any material in the official Personnel File, which the bargaining unit member can demonstrate to the University to be inaccurate or untrue, shall be immediately removed.
- 10.7 The bargaining unit member, his/her authorized representative (with written authorization) and appropriate officials of the University and University System are the only ones entitled to access a bargaining unit member's official Personnel File, unless otherwise provided by law.

## **Article 11**

### **ANNUAL REVIEW**

- 11.1 Beginning with the first year of appointment, each non-tenured faculty member will receive from the Dean, in concert with the appropriate Chairperson, an annual written assessment of performance. The assessment must be completed by June 30th following the end of each academic year, and the assessment will be transmitted to the bargaining unit member.
- 11.2 The Dean, in consultation with each departmental Chairperson, will establish a procedure for regular, written assessment of tenured faculty. A copy of this assessment will be shared with the bargaining unit member within a reasonable period of time after the evaluation is complete.

## **Article 12**

### **CONSULTING AND CONFLICT OF INTEREST**

#### **12.1 General**

12.1.1 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 as well. While engaging in these activities, faculty members have the obligation to avoid ethical, legal, financial and other conflicts of interest to insure that their outside activities and interests do not conflict with their primary responsibilities at the institution.

12.1.2 Faculty must be sensitive to the potential for conflict of interest in professional activities. The fact that UNH is a public institution must always be kept in mind. Conflict of interest in general terms, and more specifically as detailed in Sections 12.3, 12.4 and 12.5 of this policy, is prohibited.

#### **12.2 Professional Consulting Activities of Full-Time Faculty**

12.2.1 Purpose. This policy is intended to establish guidelines for faculty who receive compensation during the appointment period other than that paid by UNH for either teaching or a professional activity, that is, an activity that involves the individual's professional expertise in the areas of consulting, research, or service.

12.2.2 It is understood that faculty regularly engage in normally unpaid activities such as holding office in a scholarly or professional organization, editorial office or duties for a learned journal, writing books or articles, attendance at professional meetings, colloquia, symposia, site visits and similar gatherings, and the ad hoc refereeing of manuscripts. These scholarly activities further the mission of the University by facilitating the development and dissemination of knowledge. Within reasonable limits, faculty are encouraged to undertake such duties, which are not specifically governed by this policy.

12.2.3 To the extent that compensated consulting activities involve the faculty members' professional expertise, further the status of their profession, and contribute to their own professional competence, these activities are also encouraged. However, all such activities (including uncompensated ones) should meet the criteria of balance, appropriateness, and, as stated in the general section of this policy, avoidance of conflict of interest.

#### **12.3 Compensated Professional Activities for Full-Time Faculty**

All full-time faculty may engage in such compensated professional activities, and are encouraged to do so, subject to the following conditions:

12.3.1 The activities should sustain or improve his/her own professional prestige.

12.3.2 The activities should be within the professional competence of the faculty member and in compliance with federal and state regulations.

12.3.3 The total commitment to the activities should not exceed a time equivalent of one (1) day during each five-day academic week on the average during the appointment period.

12.3.4 Before consultative activities take place, agreement between the Chairperson and faculty member will be reached that the activities satisfy 12.3.1 - 12.3.3 above, and then the

Dean of the college, through the Chairperson of the faculty member's department, will be informed of the activities. When required, the confidentiality of a client will be honored.

- 12.3.5 The faculty member is primarily responsible for avoiding conflict with either his/her campus obligations or USNH policies.

If such activities are expected to require more time in a given situation, arrangements shall be made with the department Chairperson and the College Dean. When such exceptions are granted, the AAUP will be promptly notified in writing.

#### 12.4 Use of University System Facilities, Supplies, Equipment, Services, Letterhead or Name

- 12.4.1 Faculty members shall not use University System facilities, supplies, materials, equipment or services for professional activities without first obtaining approval of the appropriate department Chairperson, Dean, or Director, and arranging for the payment of the total cost of such use. Such prior approval is not necessary, however, when the facilities, supplies, materials, equipment and services are generally available to University members upon the payment of an established fee and the fee is paid.

- 12.4.2 No faculty member shall use stationery or letterhead of the University System or campuses in connection with professional activities unless the use of such materials is approved by the appropriate department Chairperson, Dean or Director.

- 12.4.3 The name of the University System or the campuses may be used in connection with professional activities where necessary to identify the faculty member, but may not be used to imply that the University System officially supports, endorses, insures or guarantees the results of the professional activity. When the potential for confusion about official endorsement exists, an appropriate disclaimer should be used, such as "This report was written by \_\_\_\_\_ in his/her private capacity. No official support or endorsement by the University System of New Hampshire or (name of campus) is intended or should be implied."

#### 12.5 Goods or Services Personally Benefiting Faculty

- 12.5.1 Faculty members who would benefit financially from the supplying of goods or services to the University System by any prospective supplier may not participate in the decision process leading to the choice of supplier. Specifically, faculty members who have, or who reasonably anticipate having, either an ownership interest, a significant executive position in, or a consulting or other remunerative relationship with a prospective supplier may not participate in the recommendation of, drafting of specifications for, or the decision to purchase the goods or services involved. Faculty members who know that a member of their family (or any other person with whom they have a personal or financial relationship) has an ownership interest or a significant executive position in a prospective supplier are also disqualified from participating in the purchasing of goods and services. However, faculty members whose sole ownership interest in a potential supplier is held by a fiduciary (such as TIAA/CREF, a blind trust or mutual fund) that has the power to acquire or dispose of the interest without consultation with the faculty member are not disqualified from participation in the purchase decision.

- 12.5.2 When a faculty member is disqualified from participating in a procurement decision, the fact of the disqualification and the reason for it must be reported to others in the decision.

#### 12.6 Appropriation of Institutional Service or Business Opportunities

- 12.6.1 As part of its mission of public education, USNH becomes involved in activities that may be competitive in nature. In areas where USNH is providing goods or services that are

also available outside USNH, faculty members are prohibited from appropriating business opportunities from USNH.

- 12.6.2 Appropriation in this context is defined to mean to take or make use of without authority or right, and is intended to prohibit the taking, through use of the USNH name, equipment, facilities or supplies, or by action of a faculty member of those service or business opportunities that ordinarily would have been contracted or supplied by USNH, except in areas of business or service where no specific advantage is gained by virtue of one's employment duties or responsibilities.

### Article 13

#### **PROMOTION & TENURE**

- 13.1 Because of differences in academic organization, the University Library, the Thompson School of Applied Science and UNH-Manchester follow somewhat modified procedures from those described in this Article. These modified procedures are set forth in Appendices B, C, and D, respectively.
- 13.2 Recommendations for promotion and tenure are made without regard to the number of tenured faculty or number of faculty by rank in the department, College, or University.
- 13.3 The areas of activity reviewed for promotion/tenure are teaching, scholarship (including comparable creative and/or professional activity) and service, together with University programmatic considerations.
- 13.4 Promotion from Instructor to Assistant Professor
- 13.4.1 The formal notice of appointment from the Dean to a new Instructor shall specify a time, not to exceed one (1) year from the date of the initial appointment, by which the terminal degree must be completed. If the degree is completed during that time, the Dean shall have the authority to recommend to the President a change in title from Instructor to Assistant Professor. If the degree is not completed during the specified time, the Dean shall have the authority, subject to agreement by the appropriate area faculty and program Director, to provide an additional one-year appointment as Instructor. If the terminal degree is granted after the end of the grace period, promotion to Assistant Professor can only be accomplished through the regular promotion procedure.
- 13.5 Promotion from Assistant Professor to Associate Professor
- 13.5.1 Promotion to Associate Professor shall be accompanied by the granting of tenure, except in cases where a person has had relevant prior experience and is hired as an Assistant Professor. In such cases, promotion without tenure to Associate Professor during the first two (2) years of University employment is permissible.
- 13.6 Promotion from Associate Professor to Professor
- 13.6.1 No time limits are associated with recommendations for promotion to the rank of Professor.
- 13.7 Tenure Eligibility
- 13.7.1 Tenure is granted only to faculty members on 100% academic or fiscal year appointments.

13.7.2 An Instructor is not eligible for tenure.

13.8 Mandatory Tenure Decision

- 13.8.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in his/her case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the following appointment year. A negative tenure decision in the mandatory year shall be followed by a notice of non-reappointment effective at the end of the following appointment year.
- 13.8.2 The University shall not defer a tenure decision beyond the time stated, even though the candidate and his/her colleagues may agree that a delay would be desirable, except as provided in Article 13.8.3.
- 13.8.3 For a person with no prior full-time experience at an institution of higher education, a mandatory tenure decision must be made at the end of six (6) years of full-time service at the University, including years of service as an Instructor. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability or family/parental leave as defined in Article 17 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For extraordinary professional circumstances beyond the faculty member's control, the Provost and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Exclusions of any years in excess of one (1) from the years counted toward tenure, or of one (1) year if it coincides with the mandatory decision year, must be approved by both the University and the AAUP. The Dean and department chair shall be informed by the Provost of any exclusions.
- 13.8.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions unless an agreement is reached between the faculty member and the Dean in writing prior to the leave that the time on such leave will be counted. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost and Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.
- 13.8.5 An Instructor is not eligible for tenure. After no more than a total of four (4) years of full-time service in this rank he/she shall be promoted or notified that his/her appointment will not be renewed at the end of the fifth year.
- 13.8.6 Tenure is not normally granted to faculty members who hold the rank of Assistant Professor. If a department chooses to recommend tenure for an Assistant Professor, that recommendation must clearly demonstrate why this proposed action is in the best interests of both the candidate and the University.
- 13.8.7 For persons with prior full-time service at other institutions of higher education, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at institutions of higher education before a tenure decision is required shall be at least six (6) years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second

appointment year; (4) the arrangement is approved by the faculty of the department or other unit to which the appointment is made.

13.8.8 Candidates for promotion and/or tenure may withdraw from the process, by mutual agreement with the department. The decision to withdraw must be conveyed in writing to the Provost and Dean within seven (7) calendar days of the date on which the Dean informs the candidate of the recommendation of the College Promotion and Tenure Committee, the Graduate Dean (when the candidate is a member of the graduate faculty), the Dean, and the department Committee and Chairperson. (Article 13.15.5)

13.9 Promotion and tenure decisions are made by the Board of Trustees acting through its Educational Excellence Committee. Promotion and tenure evaluations and recommendations are made at the following levels:

- Department
- College Promotion and Tenure Committee
- College and Graduate Deans
- Provost and Vice President for Academic Affairs
- President

13.9.1 The Board of Trustees, through the Educational Excellence Committee, acts on the recommendations of the President.

13.10 Promotion and Tenure File

13.10.1 Promotion and tenure materials shall be maintained in a secure manner and means of storage determined by the University. Candidates, in the presence of the department Chairperson or Dean, may have access to the non-evaluative promotion and tenure materials. In order to encourage participation and to assure candor, evaluations related to the promotion and tenure process are considered confidential and are not, therefore, available to the candidate.

13.10.2 With respect to letters of recommendation and other personal evaluations of a candidate, each evaluation must be accompanied by a statement indicating whether an evaluation was invited or not invited, and if invited, what process was used to determine from whom an evaluation was requested, in what manner an evaluation was requested, and other facts pertinent to the invitations.

13.10.3 Once during the promotion and tenure process, the candidate may request a summary of the confidential materials. The summary will be prepared by a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Department Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file, but they should not connect any particular idea or quote with any particular individual. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

13.10.4 Any material in the file which the candidate can demonstrate to the University to be inaccurate or untrue, shall be immediately removed.

13.11 Each party to the promotion and/or tenure review shall make a recommendation that is an independent judgment based on the same documented recommendations and materials.

13.12 Steps in the Departmental Evaluations and Recommendations

13.12.1 Each department faculty shall establish a Promotion and Tenure Committee and appropriate procedures for that department. Guidelines and procedures for establishing the Committee and its procedures must be approved by the College Dean. The department Chairperson shall be a non-voting member of the departmental Committee.

13.12.2 With the possible exception of the Chairperson, non-tenured faculty shall not serve on the Committee. In cases where there are fewer than three (3) tenured faculty who are qualified under departmental guidelines to make a particular recommendation, the department faculty may, in consultation with the Dean, choose other appropriate tenured faculty from outside the department to serve on the department Promotion and Tenure Committee for consideration of those particular cases.

13.12.3 The Committee shall gather and evaluate appropriate data and documentation, including materials submitted by the candidate. All relevant materials shall be available to the Committee.

13.12.4 The Chairperson shall undertake an independent evaluation only after inviting advice from faculty who are not included in the department Promotion and Tenure Committee.

13.12.5 The Promotion and Tenure statement will be organized in two (2) sections, one dealing with documentation and the other with evaluation.

13.12.6 If a department's Promotion and Tenure Committee has not put forward a recommendation on promotion/tenure for a faculty member, and the faculty member believes this should have been done, the candidate may request that the College Promotion and Tenure Committee initiate a consideration of the candidate's promotion and/or tenure.

13.12.7 Should the College Committee decide to consider a specific case, it will request the departmental Chairperson to initiate the process following the standard procedure.

13.13 Evaluation of Teaching

13.13.1 Members of the bargaining unit will be expected to participate in required student evaluations of teaching.

13.14 Department Promotion and Tenure Statement

13.14.1 The Promotion and Tenure statement must include the department Promotion and Tenure Committee's recommendation. Except when the candidate is the Chairperson him/herself, the Chairperson's recommendation and a report of any relevant discussions of the Chairperson with students or faculty not on the Promotion and Tenure Committee must be included.

13.14.2 The recommendation(s) in the Statement must address the qualifications of the candidate in relation to the programmatic objectives of the department.

13.14.3 The numerical vote of the Committee must be reported.

13.14.4 All the bases for recommendations presented to the College Dean should be documented in the areas of teaching, scholarship (or comparable creative and/or professional activity), and service.

13.14.5 The department Promotion and Tenure Statement must be transmitted to the Dean by December 1<sup>st</sup>, unless a later date is agreed to with the Dean. Except when the candidate is the Chairperson him/herself, the Chairperson shall inform the candidate and the department faculty of both the department Promotion and Tenure Committee's and the Chairperson's final recommendations. The notification shall be in writing.

13.15 The College Evaluation and Recommendation

13.15.1 The Promotion and Tenure Statement, including supporting documentation received from the department, shall be reviewed independently by the College Promotion and Tenure Committee, the Graduate Dean (when the candidate is a member of the graduate faculty), and the College Dean.

13.15.2 The faculty of each college shall elect a College Promotion and Tenure Committee. The size and make-up of the Committee shall be determined by the faculty of the College in consultation with the Dean. The membership of the Committee considering a particular candidate's case shall be made known to the candidate in writing.

13.15.3 A faculty member serving on a College Promotion and Tenure Committee shall be excused in all cases involving a recommendation from the same department.

13.15.4 If the College Dean's or the Graduate Dean's initial judgment does not agree with the recommendation of either or both the Department or College Committees, the College or the Graduate Dean must meet personally with the Committee(s) to discuss the case before submitting a recommendation.

13.15.5 The College Dean shall transmit the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs. The Statement shall include the recommendations of the College Promotion and Tenure Committee, the Graduate Dean (when the candidate is a member of the graduate faculty), and the Dean, as well as those of the department Committee and Chairperson. It shall include a numerical record of the vote of the College Promotion and Tenure Committee. The College Dean shall inform the candidate and the department Chairperson of these recommendations in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation. The Chairperson (or the Dean if the candidate is also the chair) shall notify the department Promotion and Tenure Committee.

13.16 Documentation Relevant to a Promotion and/or Tenure Case

13.16.1 If a Chairperson, Department Committee, College Committee, Graduate Dean, or the College Dean receives new information that directly bears on the promotion and/or tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate's access to this new information will be on the same basis as that provided for other information in the file. Unless a review is requested (Article 13.20), no new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

13.17 The Provost and Vice President for Academic Affairs' Evaluation and Recommendation

13.17.1 The Provost and Vice President for Academic Affairs shall evaluate all cases. If, in a given case, a negative recommendation concerning promotion and/or tenure seems likely,

prior to that recommendation the Provost and Vice President for Academic Affairs shall consult with each of those among the following who may have recommended positively: department Promotion and Tenure Committee, department Chairperson, College Promotion and Tenure Committee, Graduate Dean, and the College Dean. In a like manner, in a case in which a positive recommendation seems likely, there shall be prior consultation with any listed party that may have recommended negatively.

13.17.2 Upon completing all evaluations, the Provost and Vice President for Academic Affairs shall notify in writing the Dean of each college of the recommendations for the candidates of that college. It shall be the responsibility of each College Dean to notify each department Chairperson, the College Promotion & Tenure Committee, and the candidate of the Provost and Vice President for Academic Affairs' recommendation.

13.18 The President's Evaluation and Recommendation

13.18.1 The recommendations of the Provost and Vice President for Academic Affairs, with all documentation, shall be presented to the President. The President's positive recommendations shall be presented to the Educational Excellence Committee of the Board of Trustees, with all documentation. If the President's recommendation seems likely to differ from those of the Provost and Vice President for Academic Affairs, the President will consult with the Provost and Vice President for Academic Affairs before making a final decision. The latter shall notify the College Dean, who shall notify the department Chairperson, the College Promotion & Tenure Committee, and the candidate.

13.19 Action by the Board of Trustees

13.219.1 The Board of Trustees shall take action as it deems appropriate, upon the recommendations of its Educational Excellence Committee.

13.20 Provisions for Review

13.20.1 As indicated in 13.17.2, the Provost and Vice President for Academic Affairs shall, upon completing all evaluations, notify the College Dean of his/her recommendations. At that time, and prior to evaluation and recommendation by the President, the College Dean is responsible for seeing that each candidate who is not being recommended for promotion and/or tenure is made aware that the candidate may request a review of the case. The request for review must be made within ten (10) calendar days of the date on which the Dean notifies the candidate that s/he may request a review. The Dean shall provide the reasons for a negative recommendation at any step in the procedure.

13.20.2 If a negative recommendation was made by the College Promotion and Tenure Committee, by the Graduate Dean, or by the College Dean, the request for review should be directed to the College Dean.

13.20.3 The Dean shall designate an appropriate College Review Panel, following procedures established by the college and consisting of members who did not participate in the original review. On the basis of the case presented by the candidate, including any material associated with the case to date plus any candidate statement supplied within seven (7) calendar days of the request for review, the Review Panel shall decide if a Review is justified. If justified, the Review Panel shall consider all promotion and tenure materials in the case, including those received subsequent to the initial evaluations of the case as well as the summary of confidential information provided to the candidate and the candidate's rebuttal statement if both are in the P&T file. The Review Panel shall have access to all previous recommendations made by the parties who considered the case.

- 13.20.4 Upon completing its review, the Review Panel shall promptly submit its recommendation to the College Dean.
- 13.20.5 When the candidate is a member of the graduate faculty, the Graduate Dean shall also have access to all initial recommendations of the College Promotion and Tenure Committee and the College Dean, the summary of confidential information given to the denied candidate, and the candidate's rebuttal. The Graduate Dean shall independently review all materials relevant to the case, including any new information, and submit a recommendation.
- 13.20.6 The recommendations of the Review Panel, the Graduate Dean (when the candidate is a member of the graduate faculty), and the College Dean, as well as any new materials in the case, shall be submitted by the College Dean to the Provost and Vice President for Academic Affairs. No new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.
- 13.20.7 If a negative recommendation was made by the Provost and Vice President for Academic Affairs after initial recommendations of the department, College Promotion and Tenure Committee, the Graduate Dean (when the candidate is a member of the graduate faculty), and the College Dean were all positive, the request for review should be directed to the President who will request consideration of the case by a Review Panel according to the above procedures, beginning with Article 13.20.3. The recommendations of the Review Panel, the Graduate Dean (when the candidate is a member of the graduate faculty), and the College Dean, as well as any new materials in the case, shall be submitted by the College Dean to the President. No new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the President.
- 13.20.8 After the President's review, the Provost and Vice President for Academic Affairs shall notify the candidate, the department Chairperson, the Graduate Dean (when the candidate is a member of the graduate faculty), and College Dean of the decision. There is no provision for further review.
- 13.20.9 It is the responsibility of the Dean to keep the candidate, Graduate Dean, College Promotion & Tenure Committee, Review Committee, and department chair informed of the outcome at each level of the evaluation. The review procedure should be completed within three (3) weeks of the candidate's submission of the request for review, or as soon as the University is able to complete it.

## **Article 14**

### **TERMINATION OF EMPLOYMENT**

#### **14.1 Non-reappointment**

- 14.1.1 Appointments of non-tenured bargaining unit members expire at the end of each appointment year (academic or fiscal). Notice of non-reappointment shall be given to faculty based on the faculty member's length of service at the end of the appointment year:
- one (1) year or less; notice by March 1
  - greater than one (1) year but less than two (2); notice by December 15
  - equal to or greater than two (2) years; notice twelve (12) months prior to the expiration of the appointment. (For purposes of this Article only, academic year appointments are assumed to expire on May 15<sup>th</sup>. Fiscal year appointments expire on June 30<sup>th</sup>.)

- 14.1.2 Late notice shall entitle the non-reappointed faculty member to reappointment for an additional year or, at the option of the University, severance pay equal to twelve (12) months' salary and benefits that s/he would otherwise have received if reappointed.
- 14.1.3 The bargaining unit member shall be notified in writing of non-reappointment and may request a meeting with the Dean to discuss the non-reappointment. Upon request, the University shall provide the basis for the non-reappointment in writing to the bargaining unit member.
- 14.1.4 A faculty member may not grieve the non-reappointment decision under this Agreement except on the basis of alleged procedural violations, or alleged violations of the non-discrimination, academic freedom or faculty rights articles.

#### 14.2 Dismissal and Suspension Without Pay

- 14.2.1 A bargaining unit member shall not be subject to dismissal or suspension without pay except for just cause. A dismissal refers to the termination of a faculty member during the term of an appointment, or the denial of reappointment of a tenured faculty member. Just cause shall encompass professional incompetence, deliberate neglect of duty or moral turpitude.
- 14.2.2 A bargaining unit member shall not be suspended without pay or terminated from employment prior to a full and final resolution under the process provided in this Article, including a grievance filed in accordance with Article 14.2.5, of any charge of just cause for dismissal or suspension without pay. The President of the University, however, may suspend a faculty member with pay if he or she determines that immediate harm to the faculty member, or others, is likely by maintaining the faculty member on the job. (See MOU)
- 14.2.3 If charges involving moral turpitude are sustained, the bargaining unit member may be terminated immediately and the bargaining unit member shall not be entitled to receive further pay or benefits. If charges of professional incompetence or deliberate neglect of duty are sustained, the bargaining unit member may not be dismissed until the end of the academic year, or, in the case of tenured faculty members, twelve (12) months after receiving formal notice of the University's intent not to renew the appointment.
- 14.2.4 In a dismissal or suspension without pay case, whatever the charge or tenure status of the faculty member concerned, the following order of procedures will be followed:
  - 14.2.4.1 Conference with appropriate administrators. Case may be resolved by mutual agreement, dismissed, or referred to Professional Standards Committee.
  - 14.2.4.2 Professional Standards Committee of the Faculty Senate informally inquires into the situation, attempts to mediate a mutually agreeable resolution, and, if no resolution is reached, makes a recommendation to the President regarding whether the President should pursue the case. The Committee shall present its recommendation to the President within twenty (20) days of the date on which the matter was referred to the Committee.
- 14.2.5 If the President of the University decides that dismissal or suspension without pay is warranted after either the above procedure has been followed, or the time limit specified in Article 14.2.4.2 has passed without a recommendation from the Professional Standards Committee, s/he shall notify the faculty member in question and the Association in writing of the intent to dismiss or suspend without pay. The faculty member shall have

fourteen (14) calendar days to file a grievance under Article 9, Grievance Procedure, of this Agreement, once the President's notice of intent to dismiss or suspend without pay is received. If suspension or termination is based in whole or in part on moral turpitude the grievance shall begin with step 2 in Article 9.5 of this Agreement. The grievance shall utilize the expedited arbitration process in Article 9.5.6. The burden of proof in a grievance involving a dismissal or suspension without pay shall be on the University, which proof shall be by clear and convincing evidence.

14.3 Financial Exigency

14.3.1 There must be an official declaration of financial exigency by the Board of Trustees before any faculty member may be terminated due to financial exigency.

14.4 Programmatic Displacement/Termination

14.4.1 The President shall notify the Association and the Faculty Senate Agenda Committee of the initiation of a program review in which programmatic displacement of bargaining unit faculty is possible or contemplated, at least one (1) academic year prior to the approval of said long-range program changes by the Board of Trustees. The President, or his/her designee, shall meet with the Association and the Faculty Senate Agenda Committee within two (2) weeks of notification of long-range programmatic changes that may displace bargaining unit faculty and identify those programs or units being reviewed.

14.4.2 The President will establish a Joint Review Committee, composed of the President's representative, three (3) bargaining unit faculty elected from the college or school involved, and three (3) other bargaining unit faculty members chosen by the Faculty Senate Agenda Committee. The committee's chair will be chosen by its members. On completion of the review, the President will promptly submit the report to the executive committee (or the equivalent) of the college or school involved and will discuss fully the Review Committee's findings with the Faculty Senate Agenda Committee and other appropriate individuals and groups.

14.4.3 When the President has decided upon programmatic changes that displace bargaining unit faculty, s/he shall meet with the Association and Faculty Senate Agenda Committee in joint session at least two (2) weeks prior to recommending said changes to the Board of Trustees in order to outline her/his recommendations. The Association shall have the right to grieve the President's plan and present alternatives to the President within one (1) week of the President's presentation.

14.4.4 The Association shall have the right to grieve to the Board of Trustees programmatic changes recommended by the President that displace bargaining unit faculty. Said grievance must be filed within thirty (30) calendar days of the President's recommendations to the Trustees, and shall stop at the Board of Trustees. The grievance shall not go to arbitration.

14.5 Procedures for Determining the Termination of Employment Due to Financial Exigency and/or Programmatic Changes

14.5.1 Prior to terminating faculty for financial exigency, the Trustees will consider reasonable alternatives including shared or reduced time options, early retirement, reassignment or transfer within the University (including administrative positions where appropriate).

14.5.2 The following considerations will govern the implementation of any faculty terminations under this section:

- 14.5.2.1 Non-tenure track faculty members in an affected program shall be terminated before any tenure track faculty member is terminated, except where demonstrable and serious distortion of an academic program would result.
- 14.5.2.2 Non-tenured faculty members in an affected program shall be non-reappointed before any tenured faculty members are terminated, except where demonstrable and serious distortion of an academic program would result.
- 14.5.2.3 The Trustees shall consider the following in determining which tenured faculty shall lose their employment:
  - The University's responsibility to offer an appropriate range of courses and programs;
  - The academic needs of the affected programs;
  - The merit of the affected faculty members as attested to by peer reviews of scholarship;
  - Teaching and service records of the affected faculty members;
  - The length of service of the affected faculty members;
  - The Affirmative Action goals of the University.

14.6 Standards for Termination and Recall Due to Financial Exigency and/or Program Change

- 14.6.1 If the termination of a faculty position is the result of financial exigency, the University shall not make new appointments in the same department within three (3) years, without first offering the position to qualified faculty who have been terminated due to the financial exigency or programmatic changes. A faculty member whose position was eliminated shall be entitled to re-employment in the same position, should it be restored within a three (3) year period from the date of termination. The Faculty member shall have sixty (60) days in which to accept the offer. The offer of re-employment and acceptance shall be made through registered mail. It is the faculty member's responsibility to keep the University informed of any change of address.
- 14.6.2 If a faculty member is terminated from a tenure track position due to financial exigency or programmatic changes, a new non-tenure track position shall not be created to replace that position for two (2) years from the date the faculty member who held that tenure track position was terminated from employment.
- 14.6.3 The rules of notification may be waived in cases of financial exigency, although every bona fide effort will be made to give dismissed tenured faculty twelve (12) months' notice.
- 14.6.4 Terminated faculty dismissed because of programmatic changes shall be entitled to eighteen (18) months' notice.
- 14.6.5 Dismissal for cause not due to programmatic changes or financial exigency is not covered under the conditions of this Article. Dismissal for cause shall not be labeled non-reappointment due to financial exigency or programmatic change under any circumstance.

14.7 Resignation and Retirement

14.7.1 A collective bargaining unit member wishing to resign should submit a letter of resignation to the University through appropriate administrative channels, normally beginning with the department Chairperson or the equivalent. When considering the interruption or termination of service, the unit member should recognize the effect of resignation upon the program of the institution and should give due notice of intentions.

14.7.2 It is expected that the timing of a resignation will coincide with the end of the academic year (or the fiscal year in the case of fiscal year faculty). 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. Faculty 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.

**Article 15**

**FACULTY DEVELOPMENT**

15.1 It is in the best interests of the University that each member of the faculty develop competence in teaching and scholarship or artistic endeavors to the fullest extent possible given available resources. The procedures set forth in this Article are intended to assist in meeting this end.

15.2 The Provost and Vice President for Academic Affairs shall appoint a Teaching Advisory Committee from among members of the faculty who have been judged as Outstanding Teachers by their students and colleagues during the preceding five (5) years, or other faculty with expertise in teaching, who are willing to serve in this capacity.

15.3 A list of those members of the Teaching Advisory Committee willing to advise individuals seeking to improve their teaching effectiveness shall be provided annually by the Provost and Vice President for Academic Affairs to all department Chairpersons.

15.4 Scholarship

15.4.1 The office of the Provost and Vice President for Academic Affairs shall continue to fund, and the Faculty Development Committee shall continue to administer, the Faculty Development Program and the Faculty Scholars Program.

**Article 16**  
**SALARY**

16.1 Promotions

16.1.1 For promotions effective during FY16 - FY20, a pay increase will be granted as follows:

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
Instructor to Assistant Professor	\$3,870	\$3,940	\$4,010	\$4,080	\$4,150
Assistant to Associate Professor	\$5,400	\$5,500	\$5,600	\$5,700	\$5,800
Associate to Full Professor	\$6,920	\$7,050	\$7,180	\$7,310	\$7,440

16.2 Other Continuing Base Salary Increases

16.2.1 For FY16, an across-the-board continuing salary increase of 3.0% will be granted to each bargaining unit member, unless otherwise exempted by 16.2.2, such increase to be effective July 1, 2015 and after FY16 promotion increases have been granted.

16.2.2 Specifically exempt from receipt of the continuing base salary increase delineated in 16.2.1 are:

- Those not on active pay status as of July 1, 2015 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 6/30/15

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

16.2.3 After the FY16 increases, no full time bargaining unit member at the rank of Assistant Professor shall be paid less than \$63,460, no full time bargaining unit member at the rank of Associate Professor shall be paid less than \$74,190 and no full time bargaining unit member at the rank of Full Professor shall be paid less than \$94,390. For fiscal year faculty, those minimums shall be \$73,620, \$86,070 and \$109,500 respectively.

16.2.4 For FY17, an across-the-board continuing salary increase of 2.5% will be granted to each bargaining unit member and an additional continuing base salary increase of \$200 will be granted to each bargaining unit member, unless otherwise exempted by 16.2.5, such increase to be effective July 1, 2016 and after FY17 promotion increases have been granted.

16.2.5 Specifically exempt from receipt of the continuing base salary increase delineated in 16.2.4 are:

- Those not on active pay status as of July 1, 2016 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 6/30/16

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

- 16.2.6 For purposes of this article, for FY17, eligible bargaining-unit members are those not exempt by 16.2.5, and a department's salary base is defined as the total of the salaries for filled positions as of February 1, 2016 of the department's bargaining-unit members who are not exempt by 16.2.5.

For FY17, a merit/equity salary pool shall be established for each department in an amount equal to 0.5% of the department's salary base, and the merit/equity salary pool shall be distributed in its entirety as continuing salary increases to the department's eligible bargaining-unit members. Such increase will be effective July 1, 2016 and after FY17 promotions have been granted. Each department will recommend to the Dean, no later than May 2, 2016, the amount of the merit and/or equity increase to be awarded to each department faculty member. If the Dean disagrees, and further negotiation between the department and the Dean does not result in agreement within two weeks, the pool will be distributed across the board.

- 16.2.7 After the FY17 increases, no full time bargaining unit member at the rank of Assistant Professor shall be paid less than \$64,600, no full time bargaining unit member at the rank of Associate Professor shall be paid less than \$75,530 and no full time bargaining unit member at the rank of Full Professor shall be paid less than \$96,090. For fiscal year faculty, those minimums shall be \$74,950, \$87,620 and \$111,470 respectively.

- 16.2.8 For FY18, an across-the-board continuing salary increase of 2.5% will be granted to each bargaining unit member, unless otherwise exempted by 16.2.9, such increase to be effective July 1, 2017 and after FY18 promotion increases have been granted.

- 16.2.9 Specifically exempt from receipt of the continuing base salary increase delineated in 16.2.8 are:

- Those not on active pay status as of July 1, 2017 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 6/30/17

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

- 16.2.10 For purposes of this article, for FY18, eligible bargaining-unit members are those not exempt by 16.2.9, and a department's salary base is defined as the total of the salaries for filled positions as of February 1, 2017 of the department's bargaining-unit members who are not exempt by 16.2.9.

For FY18, a merit/equity salary pool shall be established for each department in an amount equal to 0.5% of the department's salary base, and the merit/equity salary pool shall be distributed in its entirety as continuing salary increases to the department's eligible bargaining-unit members. Such increase will be effective July 1, 2017 and after FY18 promotions have been granted. Each department will recommend to the Dean, no later than April 15, 2017, the amount of the merit and/or equity increase to be awarded to each department faculty member. If the Dean disagrees, and further negotiation between the department and the Dean does not result in agreement within two weeks, the pool will be distributed across the board.

- 16.2.11 After the FY18 increases, no full time bargaining unit member at the rank of Assistant Professor shall be paid less than \$65,760, no full time bargaining unit member at the rank of Associate Professor shall be paid less than \$76,890 and no full time bargaining unit

member at the rank of Full Professor shall be paid less than \$97,820. For fiscal year faculty, those minimums shall be \$76,300, \$89,200 and \$113,480 respectively.

16.2.12 For FY19, an across-the-board continuing salary increase of 2.5% will be granted to each bargaining unit member, unless otherwise exempted by 16.2.13, such increase to be effective July 1, 2018 and after FY19 promotion increases have been granted.

16.2.13 Specifically exempt from receipt of the continuing base salary increase delineated in 16.2.12 are:

- Those not on active pay status as of July 1, 2018 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 6/30/18

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

16.2.14 For purposes of this article, for FY19, eligible bargaining-unit members are those not exempt by 16.2.13, and a department's salary base is defined as the total of the salaries for filled positions as of February 1, 2018 of the department's bargaining-unit members who are not exempt by 16.2.13.

For FY19, a merit/equity salary pool shall be established for each department in an amount equal to 0.5% of the department's salary base, and the merit/equity salary pool shall be distributed in its entirety as continuing salary increases to the department's eligible bargaining-unit members. Such increase will be effective July 1, 2018 and after FY19 promotions have been granted. Each department will recommend to the Dean, no later than April 15, 2018, the amount of the merit and/or equity increase to be awarded to each department faculty member. If the Dean disagrees, and further negotiation between the department and the Dean does not result in agreement within two weeks, the pool will be distributed across the board.

16.2.15 After the FY19 increases, no full time bargaining unit member at the rank of Assistant Professor shall be paid less than \$66,940, no full time bargaining unit member at the rank of Associate Professor shall be paid less than \$78,270 and no full time bargaining unit member at the rank of Full Professor shall be paid less than \$99,580. For fiscal year faculty, those minimums shall be \$77,670, \$90,810 and \$115,520 respectively.

16.2.16 For FY20, an across-the-board continuing salary increase of 2.5% will be granted to each bargaining unit member and an additional continuing base salary increase of \$200 will be granted to each bargaining unit member, unless otherwise exempted by 16.2.17, such increase to be effective July 1, 2019 and after FY20 promotion increases have been granted.

16.2.17 Specifically exempt from receipt of the continuing base salary increase delineated in 16.2.16 are:

- Those not on active pay status as of July 1, 2019 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 6/30/19

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

- 16.2.18 For purposes of this article, for FY20, eligible bargaining-unit members are those not exempt by 16.2.17, and a department's salary base is defined as the total of the salaries for filled positions as of February 1, 2019 of the department's bargaining-unit members who are not exempt by 16.2.17.

For FY20 a merit/equity salary pool shall be established for each department in an amount equal to 0.5% of the department's salary base, and the merit/equity salary pool shall be distributed in its entirety as continuing salary increases to the department's eligible bargaining-unit members. Such increase will be effective July 1, 2019 and after FY20 promotions have been granted. Each department will recommend to the Dean, no later than April 15, 2019, the amount of the merit and/or equity increase to be awarded to each department faculty member. If the Dean disagrees, and further negotiation between the department and the Dean does not result in agreement within two weeks, the pool will be distributed across the board.

- 16.2.19 After the FY20 increases, no full time bargaining unit member at the rank of Assistant Professor shall be paid less than \$68,150, no full time bargaining unit member at the rank of Associate Professor shall be paid less than \$79,680 and no full time bargaining unit member at the rank of Full Professor shall be paid less than \$101,370. For fiscal year faculty, those minimums shall be \$79,070, \$92,450 and \$117,600 respectively.

16.3 Extraordinary Salary Increases

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

16.4 Salary offers for New Faculty

- 16.4.1 If the administration is considering hiring a new faculty member at a higher salary rate than will be paid to any current faculty member in that department at the same or higher rank at the time the new faculty member commences his /her employment, then prior to making the offer, the Dean will meet with the department Chair and department tenure-track faculty to discuss the proposed salary offer and reasons therefore.

## **Article 17**

### **BENEFITS**

17.1 Unless otherwise qualified by this agreement, unit members shall receive the benefits approved and outlined in Board of Trustee or USNH policy, as of 7/1 of each fiscal year covered by this contract. This includes policy governing eligibility for, and contribution levels to, benefits. See USY V.A.2 and USY V.A.4.

#### 17.2 Medical Benefits

17.2.1 Flexible Benefit Plan: See USY V.A.4.3 for effective date of benefits coverage, except that:

- If newly appointed faculty members currently do not have medical coverage for themselves or their spouse (including domestic partners as recognized by USNH policy) or dependents and is not eligible to continue medical benefits under COBRA and/or are not otherwise eligible to receive medical benefits from an employer sponsored medical plan as an employee, spouse, partner per above or dependent, they may complete a “Request for Waiver of Policy” to become eligible for coverage on either of the following dates: (a) effective on the date of appointment if enrollment form is completed and received by UNH-Human Resources within the first 30 days of employment; or (b) effective on the date the enrollment form is completed and received by UNH Human Resources if the form is received between the 31<sup>st</sup> and 60<sup>th</sup> date of employment.

The signed “Request for Waiver of Policy” must be submitted to UNH-Human Resources sixty (60) days prior to the date of appointment.

17.2.2 Medical benefits offerings, plan design, and the basis for employee/employer cost-sharing for plan year 2016 (as of 1/1/16) will remain the same as those in effect in plan year 2015 (as of 1/1/15)

17.2.3 Effective for plan year 2017 (as of 1/1/17), the following changes will occur:

17.2.3.1 Plan options and design for the HMO and POS will be replaced by the High Option PPO, Mid-Option PPO, and Choice Plan PPO. The guiding principal for the design of the High Option Plan is equivalence with the existing HMO and POS. Namely, plan design, coverage, and related items such as reimbursement for athletic club fees of the High Option In-Network Plan will be identical to that of the existing HMO. The plan design and coverage of the High Option Out-of-Network will be identical to that of the existing POS.

17.2.3.2 The network will be a robust combination of regional and national networks. It is understood that USNH may from time to time issue an RFP for health administration and network services. USNH will inform AAUP when it intends to put the services out to bid, and will make preservation of the same or substantially similar network a primary criterion in its decision-making process.

17.2.3.3 Option A will be closed and all Option A enrollees will shift to one of the above new plans or waive coverage.

17.2.3.4 The three tiers (employee-only, employee + 1, and employee + family) will be expanded to four tiers (employee only, employee + spouse, employee + child/ren, and employee + family). The respective premiums for each category will reflect true cost relativity; namely, the employee + spouse premium will be approximately 2.25 times the individual premium. Employee + child/ren premium will be approximately 1.75 times the individual premium, and the employee + family premium will be approximately 2.75 times the individual premium.

17.2.4 Effective for plan year 2017, the employee share of the premiums will be as follows:

	<b>EE</b>	<b>EE + S</b>	<b>EE + C</b>	<b>EE + F</b>
<b>High Option</b>	11%	15%	15%	19%
<b>Mid Option</b>	8%	12%	12%	16%
<b>Choice</b>	5%	9%	9%	13%

17.2.5 Effective for plan year 2018, the employee share of the premiums will be as follows:

	<b>EE</b>	<b>EE + S</b>	<b>EE + C</b>	<b>EE + F</b>
<b>High Option</b>	11%	15%	15%	19%
<b>Mid Option</b>	10%	14%	14%	18%
<b>Choice</b>	5%	9%	9%	13%

17.2.6 Effective for plan year 2019, the employee share of the premiums will be as follows:

	<b>EE</b>	<b>EE + S</b>	<b>EE + C</b>	<b>EE + F</b>
<b>High Option</b>	11%	15%	15%	19%
<b>Mid Option</b>	10%	14%	14%	18%
<b>Choice</b>	5%	9%	9%	13%

17.2.7 Effective for plan year 2020, the employee share of the premiums will be as follows:

	<b>EE</b>	<b>EE + S</b>	<b>EE + C</b>	<b>EE + F</b>
<b>High Option</b>	12%	16%	16%	19%
<b>Mid Option</b>	10%	14%	14%	18%
<b>Choice</b>	5%	9%	9%	13%

17.2.8 If the federal government levies a "Cadillac Tax" on employers for plans that are considered too rich, that tax will be shared by the employee and employer at the same percentages as the premium is shared.

17.2.9 All medical plan options offered by USNH are subject to vendor-initiated changes in coverage and cost. Where a vendor offers USNH a choice of medical coverage options, that choice shall be subject to negotiation between the AAUP 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 AAUP shall be chosen regardless of the impact on the cost and resulting employee and employer contribution.

### 17.3 Retirement

17.3.1 Effective July 1, 2010, for all members of the bargaining unit hired and enrolled in the USNH 403(b) Retirement Plan before October 1, 2012, the University System shall provide retirement options as described in USNH Benefit policy, with the following exceptions:

Initial Contribution Level. For the first full year of active participation in the USNH Retirement Plan, if an Employee contributes 6%, the Employer (USNH) contribution will be 6% plus 1% for ARC. The first pay period of the month after the first full year of active participation in the USNH Retirement Plan, the Employer (USNH) contribution will be increased to 10%, plus 1% for ARC.

Standard Contribution. The standard contribution level provides for the University System to contribute 10% (plus ARC) and the faculty/staff member to contribute 6%.

Alternate Contribution Level. The alternate contribution level provides for the University System to contribute 6% (plus ARC) and the faculty/staff member to contribute 2.5%.

For all members of the bargaining unit not enrolled in the USNH 403(b) Retirement Plan before October 1, 2012 or hired on or after October 1, 2012, the Alternative Retirement Contribution (ARC) is not available (see 17.6).

17.3.2 A faculty member may make an additional individual contribution to the regular retirement program or to an SRA for any USNH authorized program.

17.3.3 Transition to Retirement. A tenured faculty member wishing to transition to full retirement may do so under the following conditions:

- attains age 59 1/2 or older
- be a participant in the USNH approved retirement plan for at least 10 years
- not be participating in a USNH early retirement program
- not be on long-term disability or worker's compensation

The faculty member must reduce employment to part-time (not to exceed 50 percent time). The faculty member's salary base will be pro-rated based on the percent time of employment. Participating faculty will be eligible to continue their USNH group medical and dental coverage at the same contribution rate as a full-time faculty member until full retirement. However, long-term disability, life insurance, and contributions to the USNH retirement plan will be based on the pro-rated salary. The University will continue its contribution to medical and dental benefits coverage for up to three years beginning on the effective date of part-time employment.

At the time of retirement, the faculty member will become eligible for retiree medical benefits, if previously elected. Medical coverage will continue for retirees age 62 through 65 see Article 17.6.5.

The department chairperson, subject to the approval of the appropriate dean, shall make the faculty member's workload assignments based on the part-time appointment. The 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 part-time status. During this period of service, the individual agrees that he/she cannot increase the percent time worked. After completion of part-time service, the individual agrees to fully retire. The faculty member may collect his/her retirement income (TIAA/CREF, Fidelity) while continuing to be employed in the part-time status position.

17.3.4 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.

17.3.5 Faculty will be eligible to participate in a Voluntary Separation Program (VSP) as described below:

*Eligibility*

a. Definitions

Years of Service - Includes all years of service at USNH in any benefits eligible capacity.

Full - Time - Service at a benefits eligible rate of 75% or greater.

Salary - Regularly budgeted earnings.

Eligibility Index - Equals the sum of age and years of service.

USNH - The University System of New Hampshire including the University of New Hampshire, Keene State College, Plymouth State University and Granite State College.

b. Requirements

A tenured faculty member will be eligible to apply for the VSP with fifteen (15) or more years of full-time service in the USNH, is at least fifty-nine and one-half (59.5) years old, is not participating in a USNH early retirement or transition program, is not on Long-Term Disability or Worker's Compensation, and is not the subject of a disciplinary process that may lead to termination or suspension. All of these must be applicable as of the effective date of separation, and the faculty member must agree to separate from his/her status position as of that date.

*Application Verification and Notification*

Application for the VSP must be submitted to the Office of the Provost by May 1 of each year to be considered for separation effective at the end of the appointment period for the following academic year (Academic Year Faculty – mid-May or Fiscal Year Faculty – end-June – specific dates vary by year). Verification of the dates of service, age and salary shall be the responsibility of the UNH Human Resources Office. Notification of the disposition of the application will be made to the faculty member by May 15 of the year in which the application was received. (For separation at the end of the 2012-2013 academic year, the deadline date for application will be October 15, 2012 and the notification of disposition will be November 1, 2012.)

*Decision*

The VSP awards will be granted (assuming there are qualified candidates) to those bargaining unit members who apply as follows:

a. Mandatory Awards - Five (5) qualified VSP applications will be granted automatically each year to faculty whose applications have the highest eligibility index. If fewer than five (5) qualified applications are received, then fewer will be awarded.

b. Discretionary Awards - By January 1, at its discretion the University may announce its intention to approve additional VSP awards for the following year above the mandatory number, provided they are awarded in order of eligibility index. Absent such an announcement, no discretionary awards will be approved in that year.

### *Compensation and Benefits*

- a. The faculty member will receive a one-time payment within thirty (30) days of separation equal to two and one half percent (2.5%) of the annual salary as of October 1 times years of service plus \$15,000. The total payment plus the cost of medical benefits for faculty and dependents (spouses under age 65 and/or dependent children under 26) will not exceed 1.5 times the faculty member's October 1 annual base salary.
- b. Benefits - Approval for the VSP shall include coverage for health insurance for 5 ½ years or until age sixty-five (65), whichever comes first. A faculty member will be responsible for the same premium contribution rates for health as a full time benefits eligible faculty member. At age 65 or older the faculty member will be covered by UNH retiree medical coverage (MCP Plan), if previously elected. A faculty member who participates in the ARC Plan will have no retiree medical coverage for himself/herself or any dependents once the faculty member turns 65 years of age.
- c. Award amounts will not be recalculated after October 1 of the appropriate year for the effect of any retroactive salary increases.

### *Release and Waiver*

Faculty who are awarded a VSP will be required to sign a Release and Waiver of Claims, the language of which is agreed to by the AAUP and the University.

- 17.3.6 Faculty shall provide a minimum of one hundred and twenty (120) calendar days to the USNH Benefits office in order to indicate an intent to retire from the University. The faculty member 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.

## 17.4 Leaves of Absence with Pay

- 17.4.1 Interim Disability. When faculty members are absent from their duties because of illness and other faculty members assume their responsibilities on a temporary basis, no formal report of absence is required unless the absence exceeds one (1) month.

- 17.4.1.1 Sick Leave. For absences of more than one (1) month, accrued sick leave may be used to replace salary. Faculty accumulate sick leave at the rate of 1 1/4 days each month based on a full-time appointment; flex-year appointments accumulate sick leave based on their percent time of appointment. The maximum accumulation of sick leave is 130 (working) days.

- 17.4.1.2 Interim Disability. For certified absence due to disability of six months or more, interim disability continues full academic-year or fiscal-year salary in the six (6) month period between exhaustion of accrued sick leave and the onset of long-term disability benefits, if approved (USY.V.A.4.13). If long-term disability is not approved, the faculty member will be expected to return to work, resign or retire. For certified absence due to pregnancy or childbirth, if accrued sick leave is exhausted interim disability will replace full salary and provide benefits continuation (USY.V.A.4.13.6).

17.4.1.3 Family and Medical Leave Act (FMLA). For faculty members who meet the eligibility criteria of FMLA (see USY.V.C.19.1), use of sick leave and/or interim disability runs concurrent with FMLA leave.

17.4.1.4 Return to Work. Medical documentation supporting the faculty member's ability to perform the essential functions of the job is required prior to return to work.

#### 17.4.2 Family Leave.

17.4.2.1 Twelve weeks of unpaid leave may be taken for any qualifying event under the Family and Medical Leave Act of 1993 (FMLA).

17.4.2.2 Bargaining unit faculty with at least one year of service may use up to a maximum of 10 days of accrued sick leave per fiscal year for paid family leave apart from parental leave (see 17.4.3). This leave may be used for medical appointments, illness or medical needs of an immediate family member, extended bereavement leave and/or crime victim leave. Immediate family member is defined as spouse, parent, legally dependent person, or any person living in the faculty member's household.

17.4.2.3 Time spent on family leave status does not count as full-time for tenure or sabbatical purposes.

#### 17.4.3 Parental Leave.

17.4.3.1 Parental leave is defined as leave by reason of the birth of a child of a faculty member or the placement of a child age sixteen (16) years or younger with a faculty member in connection with the adoption of such child by the faculty member.

17.4.3.2 Faculty members shall be granted twelve (12) weeks of paid parental leave starting at the birth of the child or the placement of an adopted child age sixteen (16) years or younger.

17.4.3.3 A faculty member shall inform his/her Department Chair in writing, as early as possible, of the intent to use parental leave. A faculty member returning from parental leave will meet with his or her Department Chair to discuss the particulars of their post-leave workload assignments. If the faculty member decides to return to work prior to the end of the 12 weeks, or if s/he decides not to return to work following the leave, s/he shall provide written notice of at least 14 days prior to the return date.

17.4.3.4 Parental leave will replace post-natal pregnancy-related disability leave (USY V.A.4.13.6, see also 17.4.1.2). Pre-natal pregnancy-related disability leave is available only under the policies outlined in USY V.A.13.6, see also 17.4.1.2.

17.4.3.5 If the faculty member has unused accrued sick leave, the period of parental leave shall first include the use of accumulated sick leave.

17.4.3.6 Paid leave taken under this provision shall run concurrently with any leave granted under the Family and Medical Leave Act of 1993.

17.4.3.7 Time spent on parental leave status does not count as full-time for tenure or sabbatical purposes.

#### 17.4.4 Modified-Duties Assignments.

- 17.4.4.1 At the discretion of the Department Chair, with the approval of the Dean and attention to curricular needs, paid modified-duty workload assignments may be available for up to two semesters to faculty members dealing with qualifying events under the Family and Medical Leave Act. Faculty members granted this status remain fully employed 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 or primary professional duties, research, and service for a designated period of time.
- 17.4.4.2 Bargaining unit members must submit in writing to the Department Chair the basis of the request and a probable duration of the faculty member's requested modification. The faculty member shall provide the University with written certification that meets FMLA certification requirements of the qualifying reason for the faculty member's requested modification.
- 17.4.4.3 For purposes of annual review, or merit pay allocation, bargaining unit members should be evaluated on the performance of duties assigned.
- 17.4.4.4 A faculty member returning from modified duties assignment will be expected to return to his/her normal workload assignments and will meet with his or her Department Chair to discuss the particulars at least 60 days before returning from Modified-Duties Assignments.

#### 17.4.5 Sabbatical Leave.

- 17.4.5.1 A sabbatical leave is a leave of absence with partial or full pay for purpose of professional improvement. It is intended for the mutual benefit of the University and the person granted the leave. It should facilitate independent study, research, and creative activity by providing a period for concentrated scholarly work. Upon completion of the leave, the faculty member will include in his/her annual report a summary of his/her professional activities while on leave.
- 17.4.5.2 A sabbatical leave is available as a matter of privilege rather than as a right. Each application shall be decided upon its individual merit. The Provost and Vice President for Academic Affairs grants all leaves on behalf of the Board of Trustees and the President after consultation with the appropriate department chairperson, dean, director, or other administrative officer.
- 17.4.5.3 Leaves of absence for professional improvement are ordinarily reserved for those members of the faculty who have completed advanced academic preparation. Tenure track faculty members with the rank of assistant professor<sup>1</sup> and above shall become eligible upon the completion of six years of full-time service at the University. Years of service shall count from the date of full-time tenure track appointment or from the ending date of the previous leave for professional improvement. As with all years of less than full-time service, all leaves of absence (with or without pay) shall be excluded in determining years of service for this purpose.

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<sup>1</sup> In a few cases, tenure track faculty will have initial appointments as Instructors pending completion of the terminal degree within the year. Upon completion of the degree within the grace period, promotion to Assistant Professor is automatic and the full year is counted toward eligibility for sabbatical.

17.4.5.4 The duration of a sabbatical leave is as follows: For faculty on academic year appointments: one semester at full salary or two semesters at half salary. For faculty on fiscal year appointments: up to six months at full salary or twelve months at half salary. In exceptional cases, shorter leaves at more frequent intervals may be granted or even requested by the University to allow for greater flexibility than is attainable under the normal full-semester, six-year cycle. Salary and the employer share of benefits costs associated with such leaves will be covered by the University.

17.4.5.5 For leaves at half pay the university will maintain its full contribution to benefits if the faculty member makes the applicable contributions. See [USY V.F.10](#) for payroll information and [USY V.A](#) for specific information regarding benefit contributions.

17.4.5.6 Recipients of paid leaves for professional improvement are permitted to receive income for professional activities without prejudice to their receipt of income from the University, provided the activity is approved in advance by the faculty member's dean. In no case may the faculty member undertake alternative employment while on leave for professional improvement.

17.4.5.7 The recipient of the sabbatical leave is obligated to return to the service of the University for a period of one year or to reimburse the University for the full amount of the salary received while on leave, plus payments made to retirement and other fringe benefit funds which are accrued, earmarked, and vested for the individual account of the recipient.

## 17.5 Parking

17.5.1 Effective September 1997, the UNH Parking Lot B shall be limited to Faculty/Staff parking with the exception of the first line of parking next to McConnell and Babcock Halls. The parties expect that this will provide at least 150 additional Faculty/Staff parking spaces on the main campus.

17.5.2 Effective July 1, 2004, the cost of parking permits for bargaining unit members will be treated by the University as a pre-tax voluntary deduction from faculty/staff paychecks unless an employee elects otherwise. The parking fee for bargaining unit members will increase from \$50 to \$75 effective July 1, 2016.

17.5.3 Effective July 1, 2004, all graduate assistants, including research and teaching assistants, will be considered as students, and not faculty/staff, in the issuance of permits for campus parking.

17.5.4 Whenever possible, and as much in advance as is feasible, the administration will provide to AAUP prospective notice of the closing of all or any part of any University parking lots.

17.5.5 The AAUP leadership and UNH administration will continue to meet as needed between contract negotiations to discuss campus parking problems and potential solutions.

## 17.6 Retiree Medical Options

17.6.1 Faculty hired on or before 6/30/95 had a one-time choice among three options described in the 95-98 AAUP/UNH contract. Those choices made at the time of the 95-98 contract are still in effect.

17.6.2 Faculty hired and enrolled in the USNH 403(b) Retirement Plan between 6/30/95 and 10/1/12 and those who chose “ARC” as part of the 6/30/95 options shall continue to be eligible for ARC as described in Article 17.6.3.

17.6.3 “ARC” is a 1% contribution based on the faculty member’s regular budgeted earnings to the individual’s TIAA/CREF or Fidelity retirement account. It is in lieu of any USNH retiree Medicare Complimentary Plan. A faculty member must be enrolled in a USNH retirement plan to receive “ARC,” and the vesting requirements will be the same as the USNH retirement plan.

17.6.4 The USNH Medicare Complementary Plan (MCP) is the plan in existence as of March 1, 2010. The plan is described in the “Medicare Complementary Plan Summary Plan Description” revised March 1, 2010. Eligibility for the MCP and other features are described in USY V.A. 7.6 (see Appendix A of this contract). Note, however, that USY V.A. 7.6.2.2 will not apply to members of this bargaining unit. Instead, if a spouse or a domestic partner who is eligible under the USNH hardship exception, and/or dependents of retirees are less than age 65 and are eligible for coverage after a faculty member reaches age 65, the faculty member will pay the same premium as active employees for the dependent coverage.

17.6.5 Medical coverage for Retirees Age 62 through 65

Faculty members who meet the qualifications of the USNH definition of a retiree, and wish to retire, may continue coverage in the same medical plan as he/she had enrolled in prior to retirement until he/she is eligible for Medicare coverage the first of the month of the retiree’s 65<sup>th</sup> birthday. Faculty members with the USNH Medicare complementary plan will pay the same rate as active faculty to continue coverage beginning July 1, 2003. Faculty members in the ARC program will pay the same rate as active employees to continue coverage beginning 1/1/98. This coverage option is available whether the faculty member selects “ARC” or the USNH Medicare Complementary Plan.

17.7 Tuition

Effective July 1, 2002, the University System shall provide tuition waiver benefits as described in USNH Benefit policy, with the following exceptions:

17.7.1 The Dean of a College may authorize, on a case-by-case basis, in the written offer letter that a faculty and his/her dependent will be eligible for a tuition waiver in the first year of employment.

17.7.2 Tuition for Dependent Children of Deceased Faculty

In the event that an actively employed faculty member dies while his/her child (children) is enrolled in a degree program, the USNH tuition benefit shall continue until the child completes the program.

17.7.3 Tuition Benefits for Dependents of Retired Faculty

Spouses and dependent children of faculty who retire from UNH will be eligible for a scholarship from UNH equal to one-half the current in-state tuition rate for any of the regular credit courses offered by the University.

17.7.3.1 For the purposes of this benefit, 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 faculty retiree for more than half of their financial support.

17.7.3.2 For the purposes of this benefit, a spouse is any person who is legally defined as a “spouse” by the State of New Hampshire and/or is qualified as a legally-recognized spouse under UNSH policy.

17.7.3.3 UNH will administer this benefit consistent with the USNH tuition waiver policy for the spouses and dependent children of active faculty/staff (see USY V.A.9).

17.7.4 Retired Faculty Tuition Benefits: UNH policy effective 7/1/06 provides that New Hampshire residents who are age 65 and older and are not enrolled in a degree program are eligible to take a maximum of two credit-bearing courses per academic year tuition-free. This same benefit is hereby extended to all AAUP faculty who meet the definition of retiree in Appendix A, section 9.2 of this agreement (“Retirement from USNH”). For the purpose of determining eligibility, faculty who participate in an early retirement/SIP program are also eligible for this benefit regardless of their age at time of departure.

17.8 Long-Term Care Insurance

The University agrees to provide an option for faculty to purchase long-term care insurance through an outside vendor via payroll deduction, direct billing or automatic bank withdrawal, provided such insurance is generally available with commercially reasonable scope, terms, and conditions. Any costs associated with the insurance will be paid by the faculty member. The scope, terms and conditions of the coverage, including the costs, are subject to change based on the selection of a vendor to provide the coverage, which selection shall be within the University’s sole discretion.

**Article 18**

**OVERLOAD AND SUMMER COMPENSATION**

18.1 Compensation for bargaining unit members for teaching in the summer session shall be set on a per course basis. The rates of compensation for a 3-credit or 4-credit course shall be as follows:

	<u>Summer '16</u>	<u>Summer'17</u>	<u>Summer '18</u>	<u>Summer '19</u>	<u>Summer '20</u>
Professor	\$8,990	\$9,370	\$9,540	\$9,710	\$9,890
Associate Professor	\$7,440	\$7,810	\$7,950	\$8,090	\$8,240
Assistant Professor	\$6,640	\$6,760	\$6,880	\$7,000	\$7,130
Instructor	\$5,840	\$5,950	\$6,060	\$6,170	\$6,280

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.

18.2 Faculty members shall not teach credit courses on an overload basis through the "Continuing Education and Summer Session" except as specifically approved by the UNH Provost and Vice President for Academic Affairs or Dean.

**Article 19**

## **CHAIRS**

- 19.1 Department chairs will be chosen from among a) bargaining unit members of the faculty or b) faculty from outside the University who, if hired, will become bargaining unit members.
- 19.2 Chairs are tenure-track faculty of the department and retain all the rights and privileges of tenure-track faculty while serving in this capacity.
- 19.3 Appointments as department chairpersons are for periods of three to five years and are renewable. Appointments are made by the Provost on the basis of recommendations initiated by the deans of the schools and colleges.
- 19.4 The dean's recommendation is made only after agreement is reached between the dean and a majority of the tenure-track faculty in the department concerned. As a preliminary step, the dean will meet with members of the department as a group to discuss the choice of a chairperson. The dean may also, on his/her initiative or the faculty member's initiative, discuss possibilities individually. Before finally making a recommendation, the dean may enter into full group discussion with the tenure-track faculty to arrive at agreement with a majority of the group concerning a recommendation.
- 19.5 Department Chairs shall receive stipends commensurate with the Chair's additional responsibilities. The Dean will determine the stipend amount and inform all department faculty members of the amount.
- 19.6 If a Department or Dean wishes to remove a Department Chair from office, the process will be the mirror image of that for appointing Chairs: namely, that a majority of the Department and the Dean would have to agree on removal.

## **Article 20**

### **DEDUCTION OF DUES AND AGENCY FEES**

- 20.1 As of September 1, 2004, bargaining-unit members shall be required, as a condition of employment, 1) to become members of the Association or 2) to tender to the Association a prescribed agency fee equal to an AAUP-UNH-determined percentage of local and national AAUP dues, or 3) to obtain Conscientious Objector status and contribute an Alternate Fee equivalent to full local and national AAUP dues to an AAUP-UNH managed fund for one or more of three purposes: scholarships for UNH students, UNH faculty development, or the advancement of academic freedom. The amounts allocated or expended for any of these purposes shall be at the discretion of the AAUP-UNH Executive Committee.
- 20.2 Association membership, or status as an agency-fee payer, shall be established by filing a signed continuing payroll deduction authorization with the University. Such authorization forms shall be provided by the Association through the University to new hires at the time an offer of appointment is tendered.
- 20.3 Forms signed by new hires must be received by the Association on or before October 1 of the first full year of their employment.
- 20.4 Conscientious Objector Status

- 20.4.1 If a bargaining-unit member is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, or the bargaining-unit member can document a history of recognized conscientious objection in other similar situations based on strongly held personal convictions, he/she may file an application for Conscientious Objector status with the Association. Such application must be accompanied by appropriate documentation and a signed continuing payroll deduction authorization form, and must be received by the Association on or before the dates specified in 20.3.
- 20.4.2 Within thirty days of receipt of an application for Conscientious Objector status, the AAUP-UNH Executive Committee will review the merits of the application and notify the applicant of the Executive Committee's acceptance or rejection of the application. If Conscientious Objector status is not granted, the applicant may appeal the Executive Committee's decision through the Association's internal agency fee appeals process, which provides for final and binding arbitration through the American Arbitration Association.
- 20.5 Change of Status
- Bargaining-unit members wishing to change their status as an Association member, Agency Fee payer, or Conscientious Objector may do so in September of each year. The change to Association member or Agency Fee payer is accomplished by requesting a new continuing payroll deduction form from the Association and returning the signed form to the Association on or before the dates specified in 20.3. If a bargaining-unit member wishes to change to Conscientious Objector status, he/she must apply in accordance with 20.4.
- 20.6 If a bargaining-unit member who is required to do so fails to tender a duly executed continuing payroll deduction authorization by the deadlines specified in 20.3, the Association shall notify the bargaining-unit member by certified or express mail that he/she is delinquent in not tendering the required authorization. The bargaining unit member shall have thirty days to correct the delinquency by tendering to the Association a lump sum payment equal to the Association dues or Agency Fee and a duly executed authorization for Association dues or Agency Fee to take effect the following year.
- 20.7 If a bargaining-unit member who is required to do so fails to correct the delinquency within the thirty days specified in 20.6, the Association will notify the University, including appropriate documentation demonstrating that the bargaining-unit member was duly notified and has failed to correct the delinquency. Upon request of the Association, the University shall suspend the bargaining-unit member without gross pay for one (1) pay period during the next one (1) available pay period when classes are not in session. For purposes of this article, pay period shall be defined as 2/39 of an academic year salary or 2/52 of a fiscal year salary.
- 20.8 The suspension without gross pay of a bargaining-unit member pursuant to 20.7 shall not be subject to any provision of this Agreement deemed inconsistent therewith. Grievances arising out of this Article shall be limited to whether or not the bargaining-unit member paid the required membership dues or Agency Fee and/or submitted a duly executed continuing payroll deduction form. All other grievances shall be barred.
- 20.9 The University shall render to the Association an administrative fee in an amount equal to three-quarters (3/4) of the AAUP-UNH local and national dues for each bargaining-unit member who is suspended pursuant to 20.7. Payment shall be made within 30 days upon the conclusion of each suspension.

- 20.10 The Association shall indemnify and hold harmless the University, its agents, representatives, and employees against all claims, demands, or judgments, including reasonable costs of defense, which occur as a result of the University's compliance with this Article (20).

#### **Article 21**

##### **NO STRIKE OR LOCK-OUT**

- 21.1 The AAUP agrees that strikes and other forms of job action are unlawful. The AAUP 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 AAUP 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.
- 21.2 The University System Board of Trustees agrees that it shall not invoke any lockouts.

#### **Article 22**

##### **SAVINGS CLAUSE**

- 22.1 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.
- 22.2 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 23**

##### **DURATION**

- 23.1 This agreement, except as otherwise provided herein, shall continue in full force and effect until midnight, June 30, 2020 and shall be automatically renewed from year to year thereafter unless at least 120 days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date.

**Memorandum of Understanding  
Between AAUP-Tenure Track and the University of New Hampshire  
Regarding Article 14.2.2**

1. The parties agree that the phrase "full and final resolution" in Article 14.2.2 is ambiguous.
2. The parties agree that it is in neither the interest of the union nor the University for a faculty member who has been properly terminated in accordance with the CBA to continue to receive salary and benefits for an extended period of time beyond the termination date.
3. The parties agree to work together prior to the negotiations of the CBA that will commence 7/1/20 to address the above issues.

## APPENDIX A

### USY V. A. Benefits

#### 7.6 Medical Coverage for Retirees Over Age 65 with the Medicare Complementary Plan

- 7.6.1 Eligibility. In 1994 benefits-eligible faculty hired prior to 6/30/1994 had the opportunity to choose an additional 1% retirement contribution (ARC) or the Medicare Complementary Plan. Only those who selected the Medicare Complementary Plan at that time are eligible for the plan at retirement. In order to meet the USNH definition of a retiree, faculty in this plan begin accumulating years of service toward this benefit starting at age 52. Faculty must meet all of the criteria of a retiree as defined in USY V.C.9.2 and be participating in a USNH medical program prior to retirement.
- 7.6.2 Eligibility of spouse or domestic partner who is eligible under the hardship exception and/or dependents – the faculty member must be covering a spouse, domestic partner, or dependent under his/her medical plan at retirement in order for them to be eligible for continued coverage.
- 7.6.2.1 If a spouse or domestic partner is age 65 or older, s/he will be transitioned to the USNH Medicare Complementary Plan.
- 7.6.2.2 If a spouse, domestic partner, and/or dependent of a retiree is less than age 65 and are eligible for coverage after a faculty member reaches age 65, the faculty member will pay the same premium as active employees for a maximum of three years after the faculty member's retirement date. Following the three years, the faculty member will contribute 50% of the total cost of the coverage.
- 7.6.2.3 In the event the retiree dies, the spouse or domestic partner may continue in the Medicare Complementary Plan for the rest of her/his life or until remarriage or the establishment of a new USNH-defined domestic partnership.
- 7.6.2.4 If the faculty member who chose the Medicare Complementary Plan is over age 52 and has at least ten years of service and dies either while on active service or while on an approved early retirement plan, long-term disability, or chronic worker's compensation, her/his spouse or domestic partner is still eligible for the Medicare Complementary Plan at age 65, unless made ineligible by remarriage or the establishment of a new domestic partnership.
- 7.6.2.5 In the event a spouse or domestic partner of a retiree covered by the Medicare Complementary Plan dies, the retiree is not permitted to add a new spouse or domestic partner to the plan.
- 7.1 Normal Retirement Age. The USNH considers age 65 as the "normal retirement age" in accordance with the retention of this age by the Social Security Administration as the age for retirement. Its only purpose is to provide a reference point for faculty in their retirement considerations. USNH faculty may be considered to be "retirees" as defined in employment policy (USY V.C.9.2).

## USY V. C. Employment

### 9.2 Retirement from USNH

9.2.1 Definition of Retiree. There are two types of faculty retiree status. For both types the former faculty member must have served in a status position for a period equal to 10 or more years of service at the time of retirement or departure from USNH active service status.

9.2.1.1 Retiree (ARC) – a former faculty member with the Additional Retirement Contribution Plan either by choice or by beginning employment within USNH on or after 7/1/94, and who has reached at least age 62.

9.2.1.2 Retiree (Benefits) – a former faculty member hired prior to 7/1/94 who has reached at least age 62 and has 10 or more years of full-time service and at least 10 years of participation in a USNH sponsored retirement plan, and who chose the retiree medical coverage instead of the additional retirement contribution (ARC).

## **APPENDIX B**

### Article 13

#### **PROMOTION & TENURE** **UNIVERSITY LIBRARY**

- 13.1 Because of differences in academic organization, the University Library follows somewhat modified procedures from other Schools and Colleges, as detailed below.
- 13.2 Recommendations for promotion and tenure are made without regard to the number of tenured faculty or number of faculty by rank in the University Library.
- 13.3 The areas reviewed for promotion/tenure are professional library activities, teaching, scholarship (including comparable creative and/or professional activity) and service, together with University programmatic considerations.
- 13.4 Promotion from Instructor to Assistant Professor
- 13.4.1 The formal notice of appointment from the Dean of the University Library to a new Instructor shall specify a time, not to exceed one (1) year from the date of the initial appointment, by which the terminal degree must be completed. If the degree is completed during that time, the Dean of the University Library shall have the authority to recommend to the President a change in title from Instructor to Assistant Professor. If the degree is not completed during the specified time, the Dean of the University Library shall have the authority to provide an additional one-year appointment as Instructor. If the terminal degree is granted after the end of the grace period, promotion to Assistant Professor can only be accomplished through the regular promotion procedure.
- 13.5 Promotion from Assistant Professor to Associate Professor
- 13.5.1 Promotion to Associate Professor shall be accompanied by the granting of tenure, except in cases where a person has had relevant prior experience and is hired as an Assistant Professor. In such cases, promotion without tenure to Associate Professor during the first two (2) years of University employment is permissible.
- 13.6 Promotion from Associate Professor to Professor
- 13.6.1 No time limits are associated with recommendations for promotion to the rank of Professor.
- 13.7 Tenure Eligibility
- 13.7.1 Tenure is granted only to faculty members on 100% academic or fiscal year appointments.
- 13.7.2 An Instructor is not eligible for tenure.
- 13.8 Mandatory Tenure Decision
- 13.8.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in his/her case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the

time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the following appointment year. A negative tenure decision shall be followed by a notice of non-reappointment effective at the end of the following appointment year.

- 13.8.2 The University shall not defer a tenure decision beyond the time stated, even though the candidate and his/her colleagues may agree that a delay would be desirable, except as provided in article 13.8.3.
- 13.8.3 For a person with no prior full-time experience at an institution of higher education, a mandatory tenure decision must be made at the end of six (6) years of full-time service at the University, including years of service as an Instructor. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability or family/parental leave as defined in Article 17 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For extraordinary professional circumstances beyond the faculty member's control, the Provost and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Exclusions of any years in excess of one (1) from the years counted toward tenure, or of one (1) year if it coincides with the mandatory decision year, must be approved by both the University and the AAUP. The Dean and department chair shall be informed by the Provost of any exclusions.
- 13.8.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean of the University Library agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost and Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.
- 13.8.5 An Instructor is not eligible for tenure. After no more than a total of four (4) years of full-time service in this rank, he/she shall be promoted or notified that his/her appointment will not be renewed at the end of the fifth year.
- 13.8.6 Tenure is not normally granted to faculty members who hold the rank of Assistant Professor. If the Dean of the University Library chooses to recommend tenure for an Assistant Professor, that recommendation must clearly demonstrate why this proposed action is in the best interests of both the candidate and the University.
- 13.8.7 For persons with prior full-time service at other institutions of higher education, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at institutions of higher education before a tenure decision is required shall be at least six (6) years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second appointment year; (4) the arrangement is approved by the tenured Library faculty.
- 13.8.8 Candidates for promotion and/or tenure may withdraw from the process, by mutual agreement with the Library Faculty. The decision to withdraw must be conveyed in writing to the Provost and Dean within seven (7) calendar days of the date on which the Dean informs the candidate of the recommendations of the Library Promotion and Tenure Committee, Dean, and the department Committee and Chairperson.

13.9 Promotion and tenure decisions are made by the Board of Trustees acting through its Educational Excellence Committee. Promotion and tenure evaluations and recommendations are made at the following levels:

- Library Promotion and Tenure Committee
- Chair of the Library Faculty
- Associate Dean of the Library
- Dean of the University Library
- Provost and Vice President for Academic Affairs
- President

13.9.1 The Board of Trustees, through the Educational Excellence Committee, acts on the recommendations of the President.

13.10 Promotion and Tenure File

13.10.1 Promotion and tenure materials shall be maintained in a secure manner and means of storage determined by the University. Candidates, in the presence of the Dean of the University Library or Associate Dean of the Library, may have access to the non-evaluative promotion and tenure materials. In order to encourage participation and to assure candor, evaluations related to the promotion and tenure process are considered confidential and are not, therefore, available to the candidate.

13.10.2 With respect to letters of recommendation and other personal evaluations of a candidate, each evaluation must be accompanied by a statement indicating whether an evaluation was invited or not invited, and if invited, what process was used to determine from whom an evaluation was requested, in what manner an evaluation was requested, and other facts pertinent to the invitations.

13.10.3 Once during the promotion and tenure process, the candidate may request a summary of the confidential materials. The summary will be prepared by a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file, but they should not connect any particular idea or quote with any particular individual. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

13.10.4 Any material in the file which the candidate can demonstrate to the University to be inaccurate or untrue, shall be immediately removed.

13.11 Each party to the promotion and/or tenure review shall make a recommendation that is an independent judgment based on the same documented recommendations and materials.

13.12 Steps in the University Library Evaluation and Recommendation

13.12.1 The Library faculty shall establish a Promotion and Tenure Committee and appropriate procedures for that committee. Criteria for promotion and tenure must be approved by the Library faculty and the Dean of the University Library. The Chair shall be a non-voting member of the Library Promotion and Tenure Committee. The membership of the Committee considering a particular candidate's case shall be made known to the candidate in writing

- 13.12.2 Non-tenured faculty shall not serve on the Committee. In cases where there are fewer than three (3) tenured faculty who are qualified under University Library bylaws to make a particular recommendation, the tenured Library faculty may, in consultation with the Dean of the University Library, choose appropriate tenured faculty from outside the University Library to serve on the Library Promotion and Tenure Committee for consideration of those particular cases.
- 13.12.3 The Committee shall gather and evaluate appropriate data and documentation including materials submitted by the candidate. All relevant materials shall be available to the Committee.
- 13.12.4 The Chair shall undertake an independent evaluation only after inviting advice from faculty and others who are not included in the Library Promotion and Tenure Committee.
- 13.12.5 The Promotion and Tenure statement will be organized in two (2) sections, one dealing with documentation and the other with evaluation.
- 13.12.6 If the Library Promotion and Tenure Committee has not put forward a recommendation on promotion/tenure for a faculty member, and the faculty member believes this should have been done, the candidate may request that the Dean of the University Library initiate a consideration of the candidate's promotion and/or tenure.
- 13.12.7 Should the Dean of the University Library decide to consider a specific case, he/she will request the Library Promotion and Tenure Committee to initiate the process following the standard procedure.
- 13.13 Evaluation of Teaching
- 13.13.1 Members of the bargaining unit will be expected to participate in required student evaluations of teaching.
- 13.14 The Library Promotion and Tenure Committee Statement
- 13.14.1 The Library Promotion and Tenure statement must include the Library Promotion and Tenure Committee's recommendation. Except when the Candidate is the Chairperson him/herself, the Chairperson's recommendation and a report of any relevant discussions of the Chairperson with students or faculty not on the Promotion and Tenure Committee, and the recommendation of the Associate Dean of the Library must be included.
- 13.14.2 The recommendation(s) in the Statement must address the qualifications of the candidate in relation to the programmatic objectives of the University Library.
- 13.14.3 The numerical vote of the Committee must be reported.
- 13.14.4 All the bases for recommendations presented to the Dean of the University Library should be documented in the areas of professional library activity, teaching, scholarship (or comparable creative and/or professional activity), and service.
- 13.14.5 The Library Promotion and Tenure Committee Statement must be transmitted to the Dean of the University Library by December 1, unless a later date is agreed to with the Dean of the University Library. The Associate Dean of the Library shall inform the candidate and the Library faculty of the Committee's, the Chair's, and the Associate Dean of the Library's final recommendations. The notification shall be in writing.

13.15 Evaluation and Recommendation of the Dean of the University Library

13.15.1 The Promotion and Tenure Statement, including supporting documentation received from the Library Promotion and Tenure Committee, shall be reviewed independently by the Dean of the University Library.

13.15.2 If the initial judgment of the Dean of the University Library does not agree with the recommendation of the Library Promotion and Tenure Committee, the Dean of the University Library must meet personally with the Committee to discuss the case before submitting a recommendation.

13.15.3 The Dean of the University Library shall transmit the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs. The Statement shall include the recommendations of the Library Promotion and Tenure Committee, the Chair (except when the Chair is the candidate him/herself), the Associate Dean of the Library, and the Dean of the University Library. It shall include a numerical record of the vote of the Library Promotion and Tenure Committee. The Dean of the University Library shall inform the candidate, the Library Promotion and Tenure Committee, the Chair, and the Associate Dean of the Library of his/her recommendation in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation.

13.16 Documentation Relevant to a Promotion and/or Tenure Case

13.16.1 If the Library Promotion and Tenure Committee, the Chair, the Associate Dean of the Library, or the Dean of the University Library receives new information that directly bears on the promotion and/or tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate's access to this new information will be on the same basis as that provided for other information in the file. Unless a review is requested (Article 13.20), no new information will be accepted after the Dean of the University Library transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

13.17 The Provost and Vice President for Academic Affairs' Evaluation and Recommendation

13.17.1 The Provost and Vice President for Academic Affairs shall evaluate all cases. If, in a given case, a negative recommendation concerning promotion and/or tenure seems likely, prior to that recommendation the Provost and Vice President for Academic Affairs shall consult with each of those among the following who may have recommended positively: Library Promotion and Tenure Committee, the Chair, the Associate Dean of the Library, and the Dean of the University Library. In a like manner, in a case in which a positive recommendation seems likely, there shall be prior consultation with any listed party that may have recommended negatively.

13.17.2 Upon completing all evaluations, the Provost and Vice President for Academic Affairs shall notify in writing the Dean of the University Library of the recommendations for the candidates from the University Library. It shall be the responsibility of the Dean of the University Library to notify the Associate Dean of the Library, the Chair, the Library Promotion and Tenure Committee, and the candidate of the Provost and Vice President for Academic Affairs' recommendation.

13.18 The President's Evaluation and Recommendation

13.18.1 The recommendations of the Provost and Vice President for Academic Affairs, with all documentation, shall be presented to the President. The President's positive recommendation shall be presented to the Educational Excellence Committee of the

Board of Trustees, with all documentation. If the President's recommendation seems likely to differ from those of the Provost and Vice President for Academic Affairs, the President will consult with the Provost and Vice President for Academic Affairs before making a final decision. The latter shall notify the Dean of the University Library, who shall notify the Associate Dean of the Library, the Chair, the Library Promotion and Tenure Committee, and the candidate.

13.19 Action by the Board of Trustees

13.19.1 The Board of Trustees shall take action as it deems appropriate, upon the recommendations of its Educational Excellence Committee.

13.20 Provisions for Review

13.20.1 As indicated in 13.17.2, the Provost and Vice President for Academic Affairs shall, upon completing all evaluations, notify the Dean of the University Library of his/her recommendations. At that time, and prior to evaluation and recommendation by the President, the Dean of the University Library is responsible for seeing that each candidate who is not being recommended for promotion and/or tenure is made aware that the candidate may request a review of the case. The request for review must be made within ten (10) calendar days of the date on which the Dean notifies the candidate that s/he may request a review. The Dean of the University Library shall provide the reasons for a negative recommendation at any step in the procedure.

13.20.2 If a negative recommendation was made by the Library Promotion and Tenure Committee, by the Chair, by the Associate Dean of the Library, or by the Dean of the University Library, the request for review should be directed to the Dean of the University Library.

13.20.3 The Dean of the University Library shall designate an appropriate Library Review Panel, following procedures established by the Library and consisting of members who did not participate in the original review. On the basis of the case presented by the candidate, including any material associated with the case to date plus any candidate statement supplied within seven (7) calendar days of the request for review, the Review Panel shall decide if a Review is justified. If justified, the Review Panel shall consider all promotion and tenure materials in the case, including those received subsequent to the initial evaluations of the case as well as the summary of confidential information provided to the candidate and the candidate's rebuttal statement if both are in the P & T file. The Review Panel shall have access to all previous recommendations made by the parties who considered the case.

13.20.4 Upon completing its review, the Review Panel shall promptly submit its recommendation to the Dean of the University Library.

13.20.5 The recommendations of the Review Panel and the Dean of the University Library, as well as any new materials in the case, shall be submitted by the Dean of the University Library to the Provost and Vice President for Academic Affairs. No new information will be accepted after the Dean of the University Library transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

13.20.6 If a negative recommendation was made by the Provost and Vice President for Academic Affairs after initial recommendations of the Library Promotion and Tenure Committee, the Chair, the Associate Dean of the Library, and the Dean of the University Library were all positive, the request for review should be directed to the President who will request consideration of the case by a Review Panel according to the above procedures, beginning with Article 13.20.3. The recommendation of the Review Panel and the Dean

of the University Library, as well as any new materials in the case, shall be submitted by the Dean of the University Library to the President. No new information will be accepted after the Dean of the University Library transmits the Promotion and Tenure Statement to the President.

- 13.20.7 After the President's review, the Provost and Vice President for Academic Affairs shall notify the candidate, the Chair, the Associate Dean of the Library, and the Dean of the University Library of the decision. The Chair shall notify the Library Promotion and Tenure Committee. There is no provision for further review.
- 13.20.8 It is the responsibility of the Dean of the University Library to keep the candidate, the Library Promotion and Tenure Committee, Review Committee, and Chair informed of the outcome at each level of the evaluation. The review procedure should be completed within three (3) weeks of the candidate's submission of the request for review, or as soon as the University is able to complete it.

## APPENDIX C

### Article 13

#### PROMOTION & TENURE THOMPSON SCHOOL OF APPLIED SCIENCE (TSAS)

- 13.1 Because of differences in academic organization the TSAS follows somewhat modified procedures. Those procedures are described below for the TSAS.
- 13.2 Recommendations for promotion and tenure are made without regard to the number of tenured faculty or number of faculty by rank in the TSAS, College of Life Sciences and Agriculture (COLSA), or University.
- 13.3 The areas of activity reviewed for promotion/tenure are teaching, scholarship (including comparable creative and/or professional activity) and service, together with University programmatic considerations.
- 13.4 Promotion from Instructor to Assistant Professor
- 13.4.1 The formal notice of appointment from the Dean to a new Instructor shall specify a time, not to exceed one (1) year from the date of the initial appointment, by which the terminal degree must be completed. If the degree is completed during that time, the Dean shall have the authority to recommend to the President a change in title from Instructor to Assistant Professor. If the degree is not completed during the specified time, the Dean shall have the authority, subject to agreement by the appropriate area faculty and program Director, to provide an additional one-year appointment as Instructor. If the terminal degree is granted after the end of the grace period, promotion to Assistant Professor can only be accomplished through the regular promotion procedure.
- 13.5 Promotion from Assistant Professor to Associate Professor
- 13.5.1 Promotion to Associate Professor shall be accompanied by the granting of tenure, except in cases where a person has had relevant prior experience and is hired as an Assistant Professor. In such cases, promotion without tenure to Associate Professor during the first two years of University employment is permissible.
- 13.6 Promotion from Associate Professor to Professor
- 13.6.1 No time limits are associated with recommendations for promotion to the rank of Professor.
- 13.7 Tenure Eligibility
- 13.7.1 Tenure is granted only to faculty members on 100% academic or fiscal year appointments.
- 13.7.2 An Instructor is not eligible for tenure.

## 13.8 Mandatory Tenure Decision

- 13.8.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in his/her case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the following appointment year. A negative tenure decision in the mandatory year shall be followed by a notice of non-reappointment effective at the end of the following appointment year.
- 13.8.2 The University shall not defer a tenure decision beyond the time stated, even though the candidate and his/her colleagues may agree that a delay would be desirable, except as provided in Article 13.8.3.
- 13.8.3 For a person with no prior full-time experience at an institution of higher education, a mandatory tenure decision must be made at the end of six (6) years of full-time service at the University, including years of service as an Instructor. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability or family/parental leave as defined in Article 17.4.1 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For extraordinary professional circumstances beyond the faculty member's control, the Provost and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Exclusions of any years in excess of one (1) year from the years counted toward tenure, or of one (1) year if it coincides with the mandatory decision year, must be approved by both the University and the AAUP. The COLSA Dean and the Director of TSAS shall be informed by the Provost of any exclusions.
- 13.8.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions unless an agreement is reached between the faculty member and the Dean in writing prior to the leave that the time on such leave will be counted. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost and Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.
- 13.8.5 An Instructor is not eligible for tenure. After no more than a total of four (4) years of full-time service in this rank he/she shall be promoted or notified that his/her appointment will not be renewed at the end of the fifth year.
- 13.8.6 Tenure is not normally granted to faculty members who hold the rank of Assistant Professor. If the TSAS chooses to recommend tenure for an Assistant Professor, that recommendation must clearly demonstrate why this proposed action is in the best interests of both the candidate and the University.
- 13.8.7 For persons with prior full-time service at other institutions of higher education, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at institutions of higher education before a tenure decision is required shall be at least six (6) years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second

appointment year; (4) the arrangement is approved by the faculty of the TSAS or other unit to which the appointment is made.

13.8.8 Candidates for promotion and/or tenure may withdraw from the process by mutual agreement with the TSAS. The decision to withdraw must be conveyed in writing to the Provost and COLSA Dean within seven (7) calendar days of the date on which the COLSA Dean informs the candidate of the recommendations of the COLSA Dean, the TSAS Director, and the TSAS Committee (Article 13.15.5).

13.9 Promotion and tenure decisions are made by the Board of Trustees acting through its Educational Excellence Committee. Promotion and tenure evaluations and recommendations are made at the following levels:

- TSAS Promotion and Tenure Committee
- TSAS Director
- COLSA Dean
- Provost and Vice President for Academic Affairs
- President

13.9.1 The Board of Trustees, through the Educational Excellence Committee, acts on the recommendations of the President.

13.10 Promotion and Tenure File

13.10.1 Promotion and tenure materials shall be maintained in a secure manner and means of storage determined by the University. Candidates, in the presence of the TSAS Director or Dean, may have access to the non-evaluative promotion and tenure materials. In order to encourage participation and to assure candor, evaluations related to the promotion and tenure process are considered confidential and are not, therefore, available to the candidate.

13.10.2 With respect to letters of recommendation and other personal evaluations of a candidate, each evaluation must be accompanied by a statement indicating whether an evaluation was invited or not invited, and if invited, what process was used to determine from whom an evaluation was requested, in what manner an evaluation was requested, and other facts pertinent to the invitations.

13.10.3 Once during the promotion and tenure process, the candidate may request a summary of the confidential materials. The summary will be prepared by a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the TSAS Director will choose one of them. This summary must include the names of individuals whose evaluations are in the file, but should not connect any particular idea or quote with any particular individual. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

13.10.4 Any material in the file which the candidate can demonstrate to the University to be inaccurate or untrue, shall be immediately removed.

13.11 Each party to the promotion and/or tenure review shall make a recommendation that is an independent judgment based on the same documented recommendations and materials.

13.12 Steps In the TSAS Evaluations and Recommendations

- 13.12.1 The TSAS faculty shall establish a Promotion and Tenure Committee and appropriate procedures for that department. Guidelines and procedures for establishing the Committee and its procedures must be approved by the College Dean. The TSAS Director shall not be a member of the Departmental Committee.
- 13.12.2 Non-tenured faculty shall not serve on the Committee. In cases where there are fewer than three (3) tenured faculty who are qualified under departmental guidelines to make a particular recommendation, the Department faculty may, in consultation with the Dean, choose other TSAS faculty or appropriate faculty from outside the TSAS to serve on the Department Promotion and Tenure Committee for consideration of those particular cases.
- 13.12.3 The Committee shall gather and evaluate appropriate data and documentation including materials submitted by the candidate. All relevant materials shall be available to the Committee.
- 13.12.4 The Chairperson shall undertake an independent evaluation only after inviting advice from faculty who are not included in the TSAS Promotion and Tenure Committee.
- 13.12.5 The Promotion and Tenure statement will be organized in two (2) sections, one dealing with documentation and the other with evaluation.
- 13.12.6 If the TSAS Promotion and Tenure Committee has not put forward a recommendation on promotion/tenure for a faculty member, and the faculty member believes this should have been done, the candidate may request that the College Promotion and Tenure Committee initiate a consideration of the candidate's promotion and/or tenure.
- 13.12.7 Should the College Committee decide to consider a specific case, it will request the TSAS Director initiate the process following the standard procedure.

13.13 Evaluation of Teaching

- 13.13.1 Members of the bargaining unit will be expected to participate in required student evaluations of teaching.

13.14 TSAS Promotion and Tenure Statement

- 13.14.1 The Promotion and Tenure statement must include the TSAS Promotion and Tenure Committee's recommendation. Except when the candidate is the TSAS Director him/herself, the TSAS Director's recommendation and a report of any relevant discussions of the Director with students or faculty not on the Promotion and Tenure Committee must be included.
- 13.14.2 The recommendation(s) in the Statement must address the qualifications of the candidate in relation to the programmatic objectives of the TSAS.
- 13.14.3 The numerical vote of the Committee must be reported.
- 13.14.4 All the bases for recommendations presented to the College Dean should be documented in the areas of teaching, scholarship (or comparable creative and/or professional activity), and service.
- 13.14.5 The TSAS Promotion and Tenure Statement must be transmitted to the Dean by December 1, unless a later date is agreed to with the COLSA Dean. Except when the candidate is the TSAS Director him/herself, the TSAS Director shall inform the candidate

and the TSAS faculty of both the TSAS Promotion and Tenure Committee's and the TSAS Director's final recommendations. The notification shall be in writing.

13.15 The COLSA Evaluation and Recommendation

13.15.1 The Promotion and Tenure Statement, including supporting documentation received from the TSAS, shall be reviewed independently by the COLSA Dean.

13.15.2 If the COLSA Dean's initial judgment does not agree with the recommendation of either the TSAS Committee or the TSAS Director, the COLSA Dean must meet personally with the Committee and the TSAS Director to discuss the case before submitting a recommendation.

13.15.3 The COLSA Dean shall transmit the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs. The Statement shall include the recommendations of the TSAS Promotion and Tenure Committee and TSAS Director. It shall include a numerical record of the vote of the TSAS Promotion and Tenure Committee. The COLSA Dean shall inform the candidate and the TSAS Director of these recommendations in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation. The TSAS Director shall notify the TSAS Promotion and Tenure Committee.

13.16 Documentation Relevant to a Promotion and/or Tenure Case

13.16.1 If the TSAS Director, TSAS Committee, or the COLSA Dean receives new information that directly bears on the promotion and/or tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate's access to this new information will be on the same basis as that provided for other information in the file. Unless a review is requested (Article 13.20), no new information will be accepted after the COLSA Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

13.17 The Provost and Vice President for Academic Affairs' Evaluation and Recommendation

13.17.1 The Provost and Vice President for Academic Affairs shall evaluate all cases. If, in a given case, a negative recommendation concerning promotion and/or tenure seems likely, prior to that recommendation the Provost and Vice President for Academic Affairs shall consult with each of those among the following who may have recommended positively: TSAS Promotion and Tenure Committee, TSAS Director, and the COLSA Dean. In a like manner, in a case in which a positive recommendation seems likely, there shall be prior consultation with any listed party that may have recommended negatively.

13.17.2 Upon completing all evaluations, the Provost and Vice President for Academic Affairs shall notify in writing the COLSA Dean of the recommendations for the TSAS candidates. It shall be the responsibility of the COLSA Dean to notify the TSAS Director and the candidate of the Provost and Vice President for Academic Affairs' recommendation.

13.18 The President's Evaluation and Recommendation

13.18.1 The recommendations of the Provost and Vice President for Academic Affairs, with all documentation, shall be presented to the President. The President's positive recommendation shall be presented to the Educational Excellence Committee of the Board of Trustees, with all documentation. If the President's recommendation seems likely to differ from those of the Provost and Vice President for Academic Affairs, the President will consult with the Provost and Vice President for Academic Affairs before

making a final decision. The latter shall notify the COLSA Dean, who shall notify the TSAS Director, the TSAS Promotion and Tenure Committee, and the candidate.

13.19 Action By The Board of Trustees

13.19.1 The Board of Trustees shall take action as it deems appropriate, upon the recommendations of its Educational Excellence Committee.

13.20 Provisions for Review

13.20.1 As indicated in 13.17.2, the Provost and Vice President for Academic Affairs shall, upon completing all evaluations, notify the COLSA Dean of his/her recommendations. At that time, and prior to evaluation and recommendation by the President, the COLSA Dean is responsible for seeing that the TSAS candidate who is not being recommended for promotion and/or tenure is made aware that the candidate may request a review of the case. The request for review must be made within ten (10) calendar days of the date on which the COLSA Dean notifies the candidate that s/he may request a review. The COLSA Dean shall provide the reasons for a negative recommendation at any step in the procedure.

13.20.2 If a negative recommendation was made by the TSAS Promotion and Tenure Committee, by the TSAS Director, or by the COLSA Dean, the request for review should be directed to the COLSA Dean.

13.20.3 The COLSA Dean shall designate an appropriate TSAS Review Panel, following procedures established by the COLSA Dean and the Director of TSAS and consisting of members who did not participate in the original review. On the basis of the case presented by the candidate, including any material associated with the case to date plus any candidate statement supplied within seven (7) calendar days of the request for review, the Review Panel shall decide if a Review is justified. If justified, the Review Panel shall consider all promotion and tenure materials in the case, including those received subsequent to the initial evaluations of the case, as well as the summary of confidential information provided to the candidate and the candidate's rebuttal statement if both are in the P & T file. The Review Panel shall have access to all previous recommendations made by the parties who considered the case.

13.20.4 Upon completing its review, the Review Panel shall promptly submit its recommendation to the COLSA Dean.

13.20.5 The recommendations of the Review Panel and the COLSA Dean, as well as any new materials in the case, shall be submitted by the COLSA Dean to the Provost and Vice President for Academic Affairs. No new information will be accepted after the COLSA Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

13.20.6 If a negative recommendation was made by the Provost and Vice President for Academic Affairs after initial recommendations of the TSAS Promotion and Tenure Committee, the TSAS Director, and the College Dean were all positive, the request for review should be directed to the President who will request additional consideration of the case by a Review Panel according to the above procedures, beginning with Article 13.20.3. The recommendation of the Review Panel and the COLSA Dean, as well as any new materials in the case, shall be submitted by the COLSA Dean to the President. No new information will be accepted after the COLSA Dean transmits the Promotion and Tenure Statement to the President.

- 13.20.7 After the President's review, the Provost and Vice President for Academic Affairs shall notify the candidate, the TSAS Director, and College Dean of the decision. There is no provision for further review.
- 13.20.8 It is the responsibility of the COLSA Dean to keep the candidate, TSAS Promotion and Tenure Committee, and the TSAS Director informed of the outcome at each level of the evaluation. The review procedure should be completed within three (3) weeks of the candidate's submission of the request for review, or as soon as the University is able to complete it.

## APPENDIX D

### Article 13

#### PROMOTION & TENURE UNIVERSITY OF NEW HAMPSHIRE-MANCHESTER (UNH-M)

- 13.1 Because of differences in academic organization, UNH-M follows somewhat modified procedures. Those procedures are described below.
- 13.2 Recommendations for promotion and tenure are made without regard to the number of tenured faculty or number of faculty by rank in the department, UNH-M, or University.
- 13.3 The areas of activity reviewed for promotion/tenure are teaching, scholarship (including comparable creative and/or professional activity) and service, together with University programmatic considerations.
- 13.4 Promotion from Instructor to Assistant Professor
- 13.4.1 The formal notice of appointment from the Dean to a new Instructor shall specify a time, not to exceed one (1) year from the date of the initial appointment, by which the terminal degree must be completed. If the degree is completed during that time, the Dean shall have the authority to recommend to the President a change in title from Instructor to Assistant Professor. If the degree is not completed during the specified time, the Dean shall have the authority, subject to agreement by the appropriate area faculty and program Director, to provide an additional one-year appointment as Instructor. If the terminal degree is granted after the end of the grace period, promotion to Assistant Professor can only be accomplished through the regular promotion procedure.
- 13.5 Promotion from Assistant Professor to Associate Professor
- 13.5.1 Promotion to Associate Professor shall be accompanied by the granting of tenure, except in cases where a person has had relevant prior experience and is hired as an Assistant Professor. In such cases, promotion without tenure to Associate Professor during the first two years of University employment is permissible.
- 13.6 Promotion from Associate Professor to Professor
- 13.6.1 No time limits are associated with recommendations for promotion to the rank of Professor.
- 13.7 Tenure Eligibility
- 13.7.1 Tenure is granted only to faculty members on 100% academic or fiscal year appointments.
- 13.7.2 An Instructor is not eligible for tenure.
- 13.8 Mandatory Tenure Decision
- 13.8.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in his/her case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the

time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the following appointment year. A negative tenure decision in the mandatory year shall be followed by a notice of non-reappointment effective at the end of the following appointment year.

- 13.8.2 The University shall not defer a tenure decision beyond the time stated, even though the candidate and his/her colleagues may agree that a delay would be desirable, except as provided in Article 13.8.3.
- 13.8.3 For a person with no prior full-time experience at an institution of higher education, a mandatory tenure decision must be made at the end of six (6) years of full-time service at the University, including years of service as an Instructor. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability or family/parental leave as defined in Article 17 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For extraordinary professional circumstances beyond the faculty member's control, the Provost and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Exclusions of any years in excess of one (1) from the years counted toward tenure, or of one (1) year if it coincides with the mandatory decision year, must be approved by both the University and the AAUP. The Dean and department chair shall be informed by the Provost of any exclusions.
- 13.8.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions unless an agreement is reached between the faculty member and the Dean in writing prior to the leave that the time on such leave will be counted. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost and Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.
- 13.8.5 An Instructor is not eligible for tenure. After no more than a total of four (4) years of full-time service in this rank s/he shall be promoted or notified that his/her appointment will not be renewed at the end of the fifth year.
- 13.8.6 Tenure is not normally granted to faculty members who hold the rank of Assistant Professor. If a department chooses to recommend tenure for an Assistant Professor, that recommendation must clearly demonstrate why this proposed action is in the best interests of both the candidate and the University.
- 13.8.7 For persons with prior full-time service at other institutions of higher education, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at institutions of higher education before a tenure decision is required shall be at least six (6) years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second appointment year; (4) the arrangement is approved by the faculty of UNH-M.
- 13.8.8 Candidates for promotion and/or tenure may withdraw from the process, by mutual agreement with the department. The decision to withdraw must be conveyed in writing to the Provost and Dean within seven (7) calendar days of the date on which the Dean informs the candidate of the recommendations of the UNH-M Promotion and Tenure Committee, the Graduate Dean (when the candidate is a member of the graduate faculty), the Dean, and the department Committee and Chairperson. (Article 13.15.5)

13.9 Promotion and tenure decisions are made by the Board of Trustees acting through its Educational Excellence Committee. Promotion and tenure evaluations and recommendations are made at the following levels:

- UNH-M Promotion and Tenure Committee
- UNH-M and Graduate Deans
- Provost and Vice President for Academic Affairs
- President

13.9.1 The Board of Trustees, through the Educational Excellence Committee, acts on the recommendations of the President.

13.10 Promotion and Tenure File

13.10.1 Promotion and tenure materials shall be maintained in a secure manner and means of storage determined by the University. Candidates, in the presence of the Associate Dean or Dean, may have access to the non-evaluative promotion and tenure materials. In order to encourage participation and to assure candor, evaluations related to the promotion and tenure process are considered confidential and are not, therefore, available to the candidate.

13.10.2 With respect to letters of recommendation and other personal evaluations of a candidate, each evaluation must be accompanied by a statement indicating whether an evaluation was invited or not invited, and if invited, what process was used to determine from whom an evaluation was requested, in what manner an evaluation was requested, and other facts pertinent to the invitations.

13.10.3 Once during the promotion and tenure process, the candidate may request a summary of the confidential materials. The summary will be prepared by a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Department Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file, but they should not connect any particular idea or quote with any particular individual. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

13.10.4 Any material in the file which the candidate can demonstrate to the University to be inaccurate or untrue, shall be immediately removed.

13.11 Each party to the promotion and/or tenure review shall make a recommendation that is an independent judgment based on the same documented recommendations and materials.

13.12 Steps in the UNH-M Evaluations and Recommendations

13.12.1 The UNH-M faculty shall elect a Promotion and Tenure Committee (hereafter referred to as Committee) and establish appropriate procedures for UNH-M. Guidelines and procedures for establishing the Committee, including its size and make-up, and its procedures must be approved by the UNH-M Dean.

13.12.2 Non-tenured faculty shall not serve on the Committee. In cases where there are fewer than three (3) tenured faculty who are qualified under the UNH-M guidelines to make a particular recommendation, the Committee may, in consultation with the Dean, choose

other appropriate tenured faculty from outside UNH-M to serve on the Committee for consideration of those particular cases.

13.12.3 The Committee shall gather and evaluate appropriate data and documentation including materials submitted by the candidate. All relevant materials shall be available to the Committee.

13.12.4 The UNH-M Dean shall undertake an independent evaluation only after inviting advice from faculty who are not included in the Committee.

13.12.5 The Promotion and Tenure statement will be organized in two (2) sections, one dealing with documentation and the other with evaluation.

13.12.6 If the UNH-M Promotion and Tenure Committee has not put forward a recommendation on promotion/tenure for a faculty member, and the faculty member believes this should have been done, the candidate may request that the Dean initiate a consideration of the candidate's promotion and/or tenure.

13.12.7 Should the Dean decide to consider a specific case, s/he will initiate the process following the standard procedure.

13.13 Evaluation of Teaching

13.13.1 Members of the bargaining unit will be expected to participate in required student evaluations of teaching.

13.14 The UNH-M Promotion and Tenure Statement

13.14.1 The Promotion and Tenure Committee statement must include its recommendation, and a report of any relevant discussions the Committee had with students or faculty not on the Promotion and Tenure Committee.

13.14.2 The recommendation(s) in the Statement must address the qualifications of the candidate in relation to the programmatic objectives of the UNH-M.

13.14.3 The numerical vote of the Committee must be reported.

13.14.4 All the bases for recommendations presented to the UNH-M Dean should be documented in the areas of teaching, scholarship (or comparable creative and/or professional activity), and service.

13.14.5 The Committee Promotion and Tenure Statement must be transmitted to the Dean by December 1, unless a later date is agreed to with the Dean. The Dean shall inform the candidate of the Committee's final recommendations. The notification shall be in writing.

13.15 The UNH-M Evaluation and Recommendation

13.15.1 The Promotion and Tenure Statement, including supporting documentation received from the Committee, shall be reviewed independently by the Graduate Dean, where appropriate, and the UNH-M Dean.

13.15.2 If the UNH-M Dean's or the Graduate Dean's initial judgment does not agree with the recommendation of the UNH-M Committee, the UNH-M Dean or the Graduate Dean must meet personally with the Committee to discuss the case before submitting a recommendation.

13.15.3 The UNH-M Dean shall transmit the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs. The Statement shall include the recommendations of the UNH-M Promotion and Tenure Committee, the Graduate Dean, where appropriate, and the Dean. It shall include a numerical record of the vote of the UNH-M Promotion and Tenure Committee. The UNH-M Dean shall inform the candidate and the Committee of these recommendations in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation.

13.16 Documentation Relevant to a Promotion and/or Tenure Case

13.16.1 If the UNH-M Committee, Graduate Dean, or the UNH-M Dean receives new information that directly bears on the promotion and/or tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate's access to this new information will be on the same basis as that provided for other information in the file. Unless a review is requested (Article 13.20), no new information will be accepted after the UNH-M Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

13.17 The Provost and Vice President for Academic Affairs' Evaluation and Recommendation

13.17.1 The Provost and Vice President for Academic Affairs shall evaluate all cases. If, in a given case, a negative recommendation concerning promotion and/or tenure seems likely, prior to that recommendation the Provost and Vice President for Academic Affairs shall consult with each of those among the following who may have recommended positively: UNH-M Promotion and Tenure Committee, Graduate Dean, and the UNH-M Dean. In a like manner, in a case in which a positive recommendation seems likely, there shall be prior consultation with any listed party that may have recommended negatively.

13.17.2 Upon completing all evaluations, the Provost and Vice President for Academic Affairs shall notify in writing the UNH-M Dean of the recommendations for the UNH-M candidates. It shall be the responsibility of the UNH-M Dean to notify the UNH-M Promotion and Tenure Committee and the candidate of the Provost and Vice President for Academic Affairs' recommendation.

13.18 The President's Evaluation and Recommendation

13.18.1 The recommendation of the Provost and Vice President for Academic Affairs, with all documentation, shall be presented to the President. The President's positive recommendations, both positive and negative, shall be presented to the Educational Excellence Committee of the Board of Trustees, with all documentation. If the President's recommendation seems likely to differ from those of the Provost and Vice President for Academic Affairs, the President will consult with the Provost and Vice President for Academic Affairs before making a final decision. The latter shall notify the UNH-M Dean, who shall notify the UNH-M Promotion and Tenure Committee and the candidate.

13.19 Action by the Board of Trustees

13.19.1 The Board of Trustees shall take action as it deems appropriate, upon the recommendations of its Educational Excellence Committee.

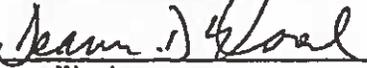
13.20 Provisions for Review

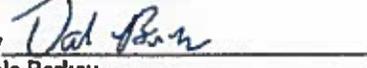
- 13.20.1 As indicated in 13.17.2, the Provost and Vice President for Academic Affairs shall, upon completing all evaluations, notify the UNH-M Dean of his/her recommendations. At that time, and prior to evaluation and recommendation by the President, the UNH-M Dean is responsible for seeing that each candidate who is not being recommended for promotion and/or tenure is made aware that the candidate may request a review of the case. The request for review must be made within ten (10) calendar days of the date on which the Dean notifies the candidate that s/he may request a review. The Dean shall provide the reasons for a negative recommendation at any step in the procedure.
- 13.20.2 If a negative recommendation was made by the UNH-M Promotion and Tenure Committee, by the Graduate Dean, or by the UNH-M Dean, the request for review should be directed to the UNH-M Dean.
- 13.20.3 The UNH-M Dean shall designate an appropriate UNH-M Review Panel, following procedures established by UNH-M and consisting of members who did not participate in the original review. On the basis of the case presented by the candidate, including any material associated with the case to date plus any candidate statement supplied within seven (7) calendar days of the request for review, the Review Panel shall decide if a Review is justified. If justified, the Review Panel shall consider all promotion and tenure materials in the case, including those received subsequent to the initial evaluations of the case as well as the summary of confidential information provided to the candidate and the candidate's rebuttal statement if both are in the P&T file. The Review Panel shall have access to all previous recommendations made by the parties who considered the case.
- 13.20.4 Upon completing its review, the Review Panel shall promptly submit its recommendation to the UNH-M Dean.
- 13.20.5 Where appropriate, the Graduate Dean shall also have access to all initial recommendations of the UNH-M Promotion and Tenure Committee and the UNH-M Dean, the summary of confidential information given to the denied candidate, and the candidate's rebuttal. The Graduate Dean shall independently review all materials relevant to the case, including any new information, and submit a recommendation.
- 13.20.6 The recommendations of the Review Panel, the Graduate Dean, where appropriate, and the UNH-M Dean, as well as any new materials in the case, shall be submitted by the UNH-M Dean to the Provost and Vice President for Academic Affairs. No new information will be accepted after the UNH-M Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.
- 13.20.7 If a negative recommendation was made by the Provost and Vice President for Academic Affairs after initial recommendations of the UNH-M Promotion and Tenure Committee, the Graduate Dean, where appropriate, and the UNH-M Dean were all positive, the request for review should be directed to the President who may request additional consideration of the case by the UNH-M according to the above procedures, beginning with Article 13.20.3. The recommendations of the Review Panel, the Graduate Dean (when the candidate is a member of the graduate faculty), and the UNH-M Dean, as well as any new materials in the case, shall be submitted by the UNH-M Dean to the President. No new information will be accepted after the UNH-M Dean transmits the Promotion and Tenure Statement to the President.
- 13.20.8 After the President's review, the Provost and Vice President for Academic Affairs shall notify the candidate, UNH-M Committee, and UNH-M Dean of the decision. There is no provision for further review.

13.20.9 It is the responsibility of the UNH-M Dean to keep the candidate, Graduate Dean, and UNH-M Promotion & Tenure Committee informed of the outcome at each level of the evaluation. The review procedure should be completed within three (3) weeks of the candidate's submission of the request for review, or as soon as the University is able to complete it.

IN WITNESS THEREOF, THE Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives in March, 2016, and the Association likewise has caused this instrument to be signed by its duly authorized representatives in March, 2016.

American Association of University Professors  
University of New Hampshire Chapter

By   
Deanna Wood  
Associate Professor  
President, AAUP-UNH

By   
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By   
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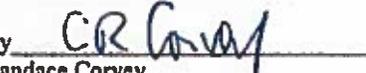
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