

**PSU Undergraduate Teaching Lecturers  
COLLECTIVE BARGAINING AGREEMENT**

**University System of New Hampshire Board of Trustees**

**Plymouth State University**

**&**

**State Employees Association, SEIU, Local 1984**

**February 5, 2014 to June 30, 2016**

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## **ARTICLE 1**

### **RECOGNITION**

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

## **ARTICLE 2**

### **NON-DISCRIMINATION**

1. The University shall not to discriminate against any faculty member because of race, sex, color, disability, religion, age, marital status, national origin, sexual orientation, disabled veteran status, Vietnam veteran status, or membership or non-membership in the Union, or any other protected class designated by federal or state law.
2. In compliance with the Genetic Information Nondiscrimination Act (GINA) of 2008, University faculty members are protected from discrimination in employment based on genetic information. Genetic information includes information about genetic tests of applicants, employees, and/or their family members, the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members. Under GINA regulations, acquisition of genetic information is restricted and disclosure of genetic information is strictly limited.

## ARTICLE 3

### MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the University and of the USNH Board of Trustees which have not been specifically provided for in this Agreement or limited by law are retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University and, subject only to specific limitations in this Agreement, shall include but not be limited to the following:
  - a. The right to direct and assign work to Teaching Lecturers and to evaluate such work; to determine the qualifications and hiring criteria for Teaching Lecturers; to determine the standards of work; to hire, transfer, assign, retain Teaching Lecturers in position; to determine the need for and number of Teaching Lecturers to be hired; to grant leaves; to determine fitness for duty; to suspend, discharge or take other disciplinary actions against a Teaching Lecturers.
  - b. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University's operations are to be conducted;
  - c. The right to take such actions as may be necessary to carry out the missions of the University in case of emergencies
  - d. The right to take such actions as necessary to ensure the safety and welfare of faculty, students and other employees of the University
  - e. The right to make rules, regulations and policies not inconsistent with the provisions of this Agreement; to modify such rules, regulations and policies from time to time with due notice to the Teaching Lecturer; and to require compliance therewith.

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

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

## ARTICLE 4

### ASSOCIATION RIGHTS

1. Union representatives shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disruptive.
2. The University shall not unreasonably deny Union requests for suitable meetings space in University-owned or controlled buildings for meetings with the unit members covered by this Agreement. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.
3. Teaching Lecturers shall be provided with an e-mail address on a University server to communicate with students, administrators and other faculty. In addition, Teaching Lecturers as a group shall have access to web space to construct and maintain their own website (currently Moodle) in furtherance of their University-related activities. The use of such email by a Teaching Lecturer for Union business shall be limited to notices and communications regarding this bargaining unit and Agreement. Any such communications shall be so designated as official Union business. All Teaching Lecturers agree to comply with any University or USNH computer use policies and procedures.
4. The University shall provide the Union with a listing of all bargaining unit members no later than November 1 for the Fall semester and no later than March 1 for the Spring semester. This list shall include:
  - a. The name and home address
  - b. PSU email
  - c. Number of semesters of service as a Teaching Lecturer
  - d. Current per credit rate
  - e. Department
5. If a unit member is elected or appointed to the position of President with the State Employees Association, SEIU Local 1984, he/she shall be granted up to a two year leave of absence with pay beginning two weeks after written notice by the Union to the President and Director of Human Resources. During such leave with pay, the President of the Union shall receive the pay he/she received in the previous academic year, provided that the Union will reimburse the University for the full cost of such salary and shall indemnify the University against any and all liabilities associated with the leave of absences, including by not limited to workers' compensation.

6. When a Teaching Lecturer is elected or appointed to the position of director and/or officer of the Board of Directors for the SEIU, Local 1984, he/she shall indicate any unavailability for classes in filling out his/her teaching availability form due to such election or appointment. If a meeting of the Board of Directors happens to conflict with a scheduled class or classes during the academic year, the Teaching Lecturer shall make alternative arrangements either through on line work or class coverage at no cost to the University. In all cases, the Teaching Lecturer must notify his/her department chair of the anticipated missed class and indicate what arrangements have been made to either cover or make up the class.
7. A Teaching Lecturer who also is designated as a Union steward may attend Union training meetings from time to time. If a training session(s) happens to conflict with a scheduled class or classes during the academic year, the Teaching Lecturer shall make alternative arrangements either through on line work or class coverage at no cost to the University. In all cases, the Teaching Lecturer must notify his/her department chair of the anticipated missed class and indicate what arrangements have been made to either cover or make up the class.
8. The Union shall provide the University with a list of all Union officers and stewards representing covered employees by September 1 of each year. Updated information pertaining to stewards' responsibilities and appointments shall be provided as applicable.
9. A Teaching Lecturer shall be entitled to Union representation at an investigatory interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The University shall endeavor to schedule such meetings at a time that does not conflict with the Union representative's teaching schedule.

## ARTICLE 5

### AGENCY FEE

1. Effective ~~January 1, 2014~~, all employees entering the bargaining unit that is covered by this Agreement shall be required to pay membership dues or an agency fee for the expenses incurred by the Association related to collective bargaining including, but not limited to negotiations and contract administration, in an amount not greater than Association dues. The decision to pay membership dues or an agency fee shall be made by each employee within a bargaining unit within thirty (30) calendar days from the date of entering the bargaining unit. Failure of any bargaining unit employee to make such decision shall result in the automatic deduction of the agency fee effective the first pay period following inclusion in the bargaining unit. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement.

2. The amount to be deducted shall be certified by the Association to the University. Remittance to the Association shall be made in accordance with the established payroll procedures of the University. When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the President, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.
3. The Association agrees to comply with the New Hampshire and federal law regarding the implementation and notice requirements of agency fees. In doing so, the Association shall inform covered employees of their right to object to the amount of the agency fee and their right to object to the payment of an agency fee to a public employee labor organization based on their religious belief.
4. The Association shall hold the University harmless should any dispute arise between the Association and an employee as a result of the administration of this section.

## **ARTICLE 6**

### **DUES DEDUCTION**

1. The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing that s/he wishes such deductions to be made.
2. The Union shall establish and certify in writing to the University Office of Human Resources the percentage of salary that constitutes Union membership dues. The payroll deduction authorization form shall also be provided by the Union to the University.
3. The University shall deduct from the paycheck of each bargaining unit member who has submitted the aforesaid payroll deduction authorization form the percentage for union dues that has been certified to the University by the Union.
4. When the Union members vote for a change in Union dues, which necessitates a modification of payroll deductions, and the Union wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the University administration, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary to the Association with the Corporate Seal. To the extent that action is necessary by the

University to implement the dues deductions, the University shall make reasonable effort to ensure that the payroll deductions are put into effect as soon as practicable.

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

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

6. On or about the 15<sup>th</sup> of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Teaching Lecturer to the University Office of Human Resources.
7. The Union shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action the University takes pursuant to this Article.
8. Under no circumstances shall the University be liable to the Union for the membership dues owed by a Teaching Lecturer to the Union.

## ARTICLE 7

### ACADEMIC FREEDOM

1. Subject to the terms of this Agreement, Teaching Lecturers shall retain academic freedom in the course of their classroom teaching, and, if so assigned, in their scholarship, research or creative work.
2. In the classroom, the Teaching Lecturers' exposition shall be guided by the course description and syllabus, requirements of effective teaching, and adherence to academic and professional standards. The Teaching Lecturers may discuss his/her own subject matters in the classroom. However, s/he may not introduce into and inappropriately

advocate for in the classroom controversial matters that have no relation to his/her subject.

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

## **ARTICLE 8**

### **NOTICES**

1. New or revised policies or procedures that affect working conditions will be communicated to the Teaching Lecturers, including local Teaching Lecturer Union representatives, in a timely manner. Where possible, the University will provide the Union with advance notice of any new policy. The Union may ask for a meeting to discuss the new policy within a timely manner.
2. Nothing precludes the right of the University to implement the aforesaid policy, subject to any challenge by the Union.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

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

## 2. General Provisions

- a. A "grievance" is any dispute or difference concerning the interpretation, application, or claimed violation of a specific provision(s) of this Agreement.
- b. A grievance shall be filed within twenty-one (21) calendar days from the time the grievant knew or should have known of the alleged violation.
- c. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Union. A "grievant" can be a faculty member, group of faculty members of the bargaining unit or the Union.
- d. In cases where the Union contends that an administrative action affects multiple unit members and is alleged to be a violation of the Agreement, it may file the grievance at Step 3 with the Provost.
- e. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.
- f. Failure by the Grievant at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be considered acceptance by the Grievant of the decision rendered at the last step.
- g. Failure by the University at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step.
- h. The time limits in this Article may be extended by mutual agreement between the grievant and the University. In the event that a time limit expires on a Saturday, Sunday or holiday, such time limit shall be extended to the next regular business day.
- i. The Union may withdraw a grievance at any point in this procedure.
- j. A Union steward may assist a grievant in processing a grievance. In so doing, the steward shall be given the opportunity to discuss the matter with the grievant and such other unit members who may have information bearing on the matter prior to presenting the grievance, provided the time limits in this Article are followed and provided further that such assistance and discussion does not interfere with teaching classes or other work responsibilities. A Union staff person may also assist the steward in this regard.
- k. No grievance resolved through the informal process shall constitute a precedent for any purpose unless agreed to in writing by the University and the Union.
- l. Any reference to "days" shall mean calendar days, unless otherwise specified.
- m. The filing or pendency of a grievance under the provisions of this Article shall not

prevent the University from taking the action complained of, subject, however, to the final decision of the arbitrator.

- n. Nothing in this Article shall be construed as an abrogation of the right of any covered employee to present an oral grievance without the intervention of the Union in accordance with RSA 273-A:11 (a).
3. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances. The parties agree, however, that claims of discrimination under this Agreement under the Non-Discrimination Article may be processed in accordance with University's EEO policies and procedures. This process, which involves formal investigation of the allegations of discrimination, will result in a decision by the University as to whether discrimination has occurred or not. If discrimination is found by the University, appropriate steps will be taken to address the discrimination. If discrimination is not found, nothing shall preclude the Union from appealing any final University decision on such a claim directly to arbitration within forty-five (45) days of that final decision.
4. If a grievance is filed under this Article, neither the Grievant nor the Union shall file or process any unfair labor practice charge under RSA 273-A:51(h) alleging that the Agreement has been breached by the University's conduct giving rise to the grievance.
5. A grievance shall be considered to be formally filed when it is submitted to Step One of this procedure.

## 6. Procedure

### a. Informal Consultation

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

### b. Step One – Department Chair

- i. If this informal discussion has failed to achieve a satisfactory resolution of differences, the Grievant may file a grievance at Step One with his or her Department Chair. The grievance must be filed within **twenty-one (21)** days after the Grievant has become aware of, or reasonably could have known about, the action(s) being contested. The submission should describe the basis of the grievance, the relevant facts, provisions of the Agreement alleged to have been violated, the adjustment sought and documents supporting the grievance.
- ii. A Step One meeting will be held by the Chair with the Grievant within ten (10) days of the submission of the grievance. If the Grievant is an individual faculty member, then at his/her option, the Grievant may be accompanied at this meeting

by a representative of the Union.

- iii. The Chair will have fourteen (14) days from the meeting in which to answer the grievance in writing, with copies to the Grievant and Union.

c. Step Two – Dean

- i. If the Grievant is dissatisfied with the Step One answer, the grievance may be submitted to the Dean at Step Two
- ii. The grievance must be filed with the Dean no later than fourteen (14) days following the Department Chair's answer at Step One. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have allegedly been violated.
- iii. The Dean, or designee, will arrange for a meeting to take place within twenty-one (21) days of the receipt of the Step Two grievance. The meeting will include the Grievant, a representative of the Union, the Dean or designee and representatives of the University appropriate to the problem to be addressed.
- iv. The Dean or designee will have fourteen (14) days from the meeting in which to answer the grievance, with copies to the Grievant and Union.

d. Step Three – Provost

- i. If the Grievant is dissatisfied with the Step Two answer, the grievance may be submitted to the Provost at Step Three.
- ii. The grievance must be filed at this step no later than fourteen (14) days following the Dean's answer at Step Two. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have allegedly been violated.
- iii. The Provost, or designee, will arrange for a meeting to take place within twenty-one (21) days of the receipt of the Step Three grievance. The meeting will include the Grievant, a representative of the Union, the Provost or designee and representatives of the University appropriate to the problem to be addressed.
- iv. The Provost or designee will have fourteen (14) days from the meeting in which to answer the grievance, with copies to the Grievant and Union.

e. Step Four – President

- i. If the Grievant is dissatisfied with the Step Three answer, the grievance may be submitted to the President at Step Four.
  - ii. The grievance must be filed at this step no later than fourteen (14) days following the Provost's answer at Step Three. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have allegedly been violated.
  - iii. The President, or designee, will arrange for a meeting to take place within twenty-one (21) days of the receipt of the Step Four grievance. The meeting will include the Grievant, a representative of the Union, the President and representatives of the University appropriate to the problem to be addressed.
  - iv. The President or designee will have twenty-one (21) days from the meeting in which to answer the grievance, with copies to the Grievant and Union.
- f. Step Five – Arbitration
- i. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for arbitration by the Union within forty-five (45) days of the President's Step Four decision.
  - ii. The Union, within the aforesaid forty-five (45) period, may request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Nothing shall preclude the parties from mutually agreeing upon an arbitration. In either case, arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
  - iii. The procedure for arbitration shall be as follows:
    - a) The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
    - b) In the event the parties cannot agree upon a stipulated issue, the Arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award and to fashion an appropriate remedy. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the Arbitrator shall first decide that issue and determine whether to hear the substance of the case. The Arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.

- c) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
- d) The decision of the Arbitrator shall be final and binding. However, both parties shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator to the New Hampshire Public Employee Labor Relations Board.
- e) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

## **ARTICLE 10**

### **DISCIPLINE**

1. The University agrees that no bargaining unit member shall be suspended or discharged without just cause. Discharge shall be the termination of a Teaching Lecturer's appointment prior to the expiration of that appointment.
2. The University also agrees that a decision to not to retain a unit member for misconduct or failure to follow rules, regulations and policies of the University will also be subject to a just cause standard. This standard will not, however, apply to decisions not to retain a unit member for performance reasons or staffing or budget considerations
3. Written warnings are the first level of documented discipline. The University will not issue written warnings to Teaching Lecturers arbitrarily or capriciously.
4. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Teaching Lecturer must comply, provided the remedial measures are rehabilitative rather than punitive.
5. Discipline for purposes of this Article shall not include oral counseling or verbal reprimands, nor shall it include performance reviews.
6. At the President's discretion, a Teaching Lecturer may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may lead to discipline. However, being placed on such administrative leave shall not itself be deemed discipline.

7. In cases where the administration is conducting an investigatory interview that the Teaching Lecturer reasonably believes may lead to discipline, the Teaching Lecturer shall have the right to have a Union representative present at the meeting. The administration shall provide a reasonable notice of such meetings and the allegations to be discussed at the meeting.
8. The University will adhere to the principle of progressive discipline. However, the parties agree that every disciplinary matter must be judged on the basis of all surrounding circumstances and that the penalty imposed may vary based on such circumstances. Some acts of misconduct may warrant a more serious penalty and lesser sanctions may not be appropriate.

## **ARTICLE 11**

### **WORKLOAD**

1. It is understood that the Teaching Lecturer reports to the Department Chairperson or his/her designee.
2. The workload of a Teaching Lecturer includes the following:
  - a. Effective teaching of the assigned course or courses in accordance with any department or University guidelines as may be amended from time to time. Professional expectations in connection with teaching at the University shall be the same for Teaching Lecturer as those expected of full time faculty members as articulated in other University policies, as may be amended from time to time.
  - b. Availability to students in the course for consultation, including providing reasonable access by email and reasonable office hours of no less than one hour per week for each course taught.
  - c. Attendance at any required department, College, School or University meetings within one week of the start of classes.
  - d. Adherence to all department, College, School or University rules, regulations and guidelines as may be amended from time to time.
  - e. On-going consultation and cooperation with the department as may be appropriate regarding the integration of the course taught into the department's curriculum and any other related matters.
  - f. Completion of any mandatory training required by the University, including but not limited to sexual harassment and discrimination training and the use of campus technology.

3. A Teaching Lecturer will not teach more than twenty three (23) graduate or undergraduate credits in an academic year (Fall or Spring). The Dean may make exceptions to this limit in his/her discretion when it is in the best interests of the University. Nothing in this Agreement shall be construed to guarantee to any Teaching Lecturer a certain number of credits per semester.
4. From time to time the University may separately contract with Teaching Lecturers to complete a special project or to serve in some special capacity for the University for an agreed-upon stipend and with Association approval.
5. While not part of normal work expectations, any Teaching Lecturer who is involved in research or grant funding is subject to all University policies governing such work as well as compliance with federal or state regulations and procedures that may be associated with grant work.
6. Affordable Care Act

If future interpretations of the Affordable Care Act by federal government agencies and/or the courts conclude that such a workload could be deemed "full time" for benefit purposes under the legislation, the parties will reopen this Agreement to negotiate over the impact of such interpretations.

## **ARTICLE 12**

### **APPOINTMENTS AND ASSIGNMENTS**

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

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

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

3. Each semester, the University shall determine the courses which need to be filled by Teaching Lecturers and when such courses shall be offered. The University shall consider the following factors in deciding whether a Teaching Lecturer will receive an available assignment:
  - a. seniority
  - b. the credentials and qualifications (including sub-specialties and areas of particular expertise) of current Teaching Lecturers, PSU faculty and staff, and other available faculty from outside the University;
  - c. the teaching experience of current Teaching Lecturers, PSU faculty and staff, and other available faculty from outside the University;
  - d. evaluations and work performance of Teaching Lecturers, and PSU faculty and staff;
  - e. the stated availability of Teaching Lecturers based on the submission of the availability form referred to in Section 6 below and
  - f. the needs of the department.
  - g. legitimate educational objectives of the University

Such factors are not meant to be in order of priority.

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

4. The University agrees that any Teaching Lecturer who is not given an appointment due to performance related reasons may grieve such decision under the Grievance and Arbitration Procedures under the standard of whether the University acted arbitrarily or capriciously.
5. Any Teaching Lecturer who is interested in teaching for a given semester or academic year shall complete and submit a teaching availability form indicating his or her availability for assignments for an upcoming semester which shall include the times and days of the week he or she can teach and an indication of how many credits the Teaching Lecturer would like to be assigned. Such availability form, attached to the contract as Appendix A, shall be submitted no later than December 1 of the preceding academic year for the subsequent Fall semester and no later than August 1 for the subsequent Spring semester. The form shall be submitted to the appropriate Department Chairperson for her/his use in determining the upcoming course assignments.

6. A form that is submitted late may still be considered by the University in its discretion, but the failure to return the form by the deadlines in section 5 may render the Teaching Lecturer ineligible for consideration for appointment for the semester being planned.
7. It is understood that the receipt of a teaching availability form by the University does not obligate the University in any way to provide an appointment or a particular assignment to the Teaching Lecturer, nor does the submission of the form guarantee either the schedule or number of credits sought by the Teaching Lecturer.
8. While the University will endeavor to inform Teaching Lecturers of tentative assignments as soon as possible, formal appointments with final particular course assignments will be sent to the Teaching Lecturers by August 1 for the Fall and January 5 for the Spring semester. However, any cancellation of a course assignment after August 1 for the Fall or after January 5 for the Spring will result in a cancellation fee payment to the Teaching Lecturer of 10%, unless the University reassigns the Teaching Lecturer to an alternative course, in which case no cancellation fee will be paid.
9. The University, up to the end of the drop/add period, at all times retains the right to decide whether or not a particular course will run due to enrollment, programmatic, budgetary or other reasons.
10. A Teaching Lecturer who is not available for appointment or who otherwise does not teach at the University for five semesters within a five year period shall no longer be considered a member of the bargaining unit, except that this period may be extended at the University's discretion for up to an additional two semesters due to disability or child rearing following the birth or adoption of a child.

## **ARTICLE 13**

### **FACULTY PERFORMANCE EVALUATION**

1. The purpose of performance evaluation is to ensure Teaching Lecturers' efforts align with the University mission in their roles and activities in teaching. In addition, such evaluations can be used to improve instruction and to be an aid in determining the retention of Teaching Lecturers and in deciding upon teaching assignments.
2. Student Evaluations: Every Teaching Lecturer shall be evaluated by each class each semester, using University-approved course evaluation processes and forms, which may also include departmentally-approved questions. At the end of each semester, the Department Chair, or designee, will review the course evaluations and provide written feedback to the Teaching Lecturer as appropriate to context and need. Written feedback by the Chair, or designee, shall be returned within a reasonable timeframe to be informative to the Teaching Lecturer.

3. The Department Chair or designee has overall responsibility for the regular evaluation of Teaching Lecturers. This will include, but not be limited to, the following:
- a. The Department Chair or designee may review syllabi and applicable course materials, examine assessment methods, observe teaching and review student course evaluations to evaluate teaching effectiveness. The Chair, or designee, may also take into consideration student complaints and commendations, both written and oral, about a Teaching Lecturer's performance. Nothing shall preclude a Teaching Lecturer from providing additional documentation to the Department Chair, or designee, regarding her or his teaching performance.
  - b. In order to assess teaching effectiveness, the Department Chair or designee may also visit the classes of any Teaching Lecturer under his/her supervision as the need arises determined by the Chair, or designee, or by invitation of the Teaching Lecturer. Such observations will usually be arranged in advance after discussion between the Chair, or designee, and the Teaching Lecturer. The Teaching Lecturer shall provide class materials such as syllabi and/or course assignments to the Chair, or designee, and/or explain any unusual aspects of the course. The Chair, or designee, shall write a summary of the classroom visit and share it with the Teaching Lecturer. The Teaching Lecturer is free to add his/her own comments about the observation summary. Such summary by the Chair, or designee, as well as any comments by the Teaching Lecturer, shall become part of the Teaching Lecturer's personnel file.
  - c. Every three (3) academic years following the Teaching Lecturer's first semester in the bargaining unit, the Department Chair, or designee, will formally write an evaluation of the Teaching Lecturer. Such evaluation will follow at least one classroom observation for that year and a review of all prior evaluative documents and student evaluations. The evaluation will assess the Teaching Lecturer's overall performance over the preceding three years. Following receipt of the written evaluation, the Teaching Lecturer is free to add his/her own comments about the evaluation. Such evaluation, as well as any comments by the Teaching Lecturer, shall become part of the Teaching Lecturer's personnel file.
  - d. Nothing herein shall preclude the Chair, or designee, from discussing the performance of any Teaching Lecturer with the Dean or Provost from time to time.
  - e. A Teaching Lecturer may ask for a meeting with the Department Chair or designee to discuss the written feedback from the Chair/Designee on student evaluations, classroom visits, and any relevant written comments by the Chair/Designee. Such a meeting will be held at a mutually agreeable time.

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

## **ARTICLE 14**

### **PERSONNEL FILES**

1. The University will maintain two (2) official personnel files for each Teaching Lecturer to which the Teaching Lecturer will have access upon reasonable notice. A Teaching Lecturer shall make all requests for access to his or her personnel file to the Office of Human Resources or Provost's Office. With the express permission of the Teaching Lecturer, a Union representative may be present when the Teaching Lecturer reviews his or her personnel file. Upon reasonable notice, a Teaching Lecturer will be provided with a photocopy of any item(s) in his or her file. Neither the Teaching Lecturer nor the Union representative may remove any documents or items from the file.
2. Nothing herein is meant to limit or restrict rights provided by federal or state laws or regulations.
3. The University is in the process of implementing a single electronic personnel file housed in the University's computer system and managed by Human Resources for each Teaching Lecturer to replace the currently maintained hard copy files. The University will notify the Union and all Teaching Lecturers when the implementation of such a file is complete.

## **ARTICLE 15**

### **SALARY**

1. Teaching Lecturers will continue to be compensated based on the existing salary scale until ratification of a new collective bargaining agreement by the Board of Trustees and the Association. This scale became effective as of January 1, 2012.
2. Assuming ratification of this Agreement by both parties, the undergraduate pay rate for bargaining unit Teaching Lecturers effective in the Spring 2014 will be \$1075 per credit.
3. For FY 15, the Fall/Spring undergraduate pay rate for bargaining unit Teaching Lecturers will be \$1125 per credit
4. For FY 16, the Fall/Spring undergraduate pay rate for bargaining unit Teaching Lecturers will be \$1200 per credit.
5. As an exception to the above rates, the University will freeze the Fall 2013 credit rate of those Teaching Lecturers who make more than the above stated rates for the life of this Agreement. Such Teaching Lecturers will also receive a one time payment of \$300, less appropriate tax withholdings, in the first pay period of the Spring 2014 semester. An

additional \$300, less appropriate tax withholdings, will be paid to any Teaching Lecturer whose Fall 2013 per credit rate will be more than \$1125 in the Fall semester 2014. Such payment will be made in the first pay period of the Fall semester 2014.

6. In addition, any bargaining unit Teaching Lecturer who taught in the Fall 2013 shall receive a one time payment of \$200, less appropriate tax withholdings, in the first pay period of the Spring 2014 semester.
7. Teaching Lecturers will be paid on a bi-weekly basis in accordance with the University's normal business operations for teaching and any other compensable duties he/she performed, provided the Teaching Lecturer has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.
8. Teaching Lecturers will receive a paper pay stub attached to their paycheck if they do not have direct deposit. Teaching Lecturers who have direct deposit can review an electronic copy of their pay stub and print a copy if they so choose by logging into the WISE (Web Information System for Employees) which is available 24/7. The precise pay day shall be the same day set for others in the University who are similarly situated.
9. If a Teaching Lecturer is assigned an independent study or an individual enrollment, he/she will receive \$150 per credit per student.
10. If a Teaching Lecturer has over 65 students in a class, he/she will be paid as if they were two sections.

## **ARTICLE 16**

### **BENEFITS**

1. Teaching Lecturers are covered by various statutory benefits such as Social Security, Workers Compensation and Unemployment Compensation, within the limits of the law and as those benefits are legally interpreted.
2. Teaching Lecturers may contribute their own funds to a 403(b) retirement plan in accordance with University policy. The University does not contribute to this plan.
3. Professional Development Funds. Effective July 1, 2014, the University will provide a fund for Teaching Lecturers of \$25,000 per year for professional development activities.
  - a. The \$25,000 in funds will be used for professional conferences and comparable development activities and shall also include the value of tuition for courses taken by a Teaching Lecturer at the University pursuant to section 5 below.
  - b. These funds shall be used for the professional development of the Teaching Lecturer and must be related to the pedagogical development of the Teaching Lecturer.

- c. A Teaching Lecturer Committee shall recommend to the Provost the individual distribution of these professional development funds. The University will develop a set of criteria and guidelines for the Committee to use in reviewing applications for professional development.
  - d. The professional development pool will be raised to \$30,000 effective July 1, 2015.
4. Teaching Lecturers are encouraged to participate in professional development activities sponsored by the University.
  5. A Teaching Lecturer shall be eligible to register for one 3 or 4 credit course offered by the University in any semester when the member is teaching at least one 3 credit course up to the limit of available funds outlined above. The courses that may be taken for credit include all undergraduate and graduate courses up offered by the University.
  6. Teaching Lecturers are entitled to the following:
    - a. Access to University computer facilities
    - b. Individual University phone line
    - c. Individual University email account
    - d. Individual University mail box
    - e. Picture ID which provides access to University facilities, tickets, and parking passes on the same basis as other University staff. These presently include:
      - i. Borrow materials from the Lamson Library
      - ii. Gain admission to PSU athletic contests
      - iii. Use of the PSU Physical Education Center facilities
      - iv. Use of Hartman Union/Recreation facilities.
      - v. Use of meal plan by adding flex cash to the card
      - vi. Use of vending and other card-to-card devices
      - vii. Ski package as part of the Student Senate program
    - f. 20% discount off most in-stock items at the Follett Bookstore, with certain exclusions as determined by the Bookstore.

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

## **ARTICLE 17**

### **OPEN POSITIONS**

The University and the University System will post all job vacancies on their respective websites on a monthly basis. Teaching Lecturers are encouraged to review such postings. In cases where full time positions become available in a particular department, the University will inform the Teaching Lecturers of the opening as soon as possible. In the event that a Teaching Lecturer does not receive an appointment, the appointing authority will provide either formal or informal feedback for the reasons of non-appointment.

## **ARTICLE 18**

### **INTELLECTUAL PROPERTY**

1. Faculty members are expected as a normal condition of employment at Plymouth State University to develop and keep current the courses they are assigned to teach. The University shall encourage Lecturer creativity and productivity by guaranteeing Lecturer rights as outlined below to the intellectual content that they create, known as Works (see definitions). In this way, Lecturers will be motivated to explore new technologies and innovate in the educational arena, thus developing and enhancing the name and reputation of Plymouth State University. As such, Lecturers shall be able to use their Works at other institutions subsequent to, and/or simultaneous with, their employment by Plymouth State University.
2. Definition. The parties agree that "Works" include but are not limited to literary works Journal articles, books, chapters thereof, lecture notes, syllabi, PowerPoint or other slides, transparencies, tests and quizzes, assignments, discussion questions, manuals), audiovisual works (including lectures), web pages, choreographic works, musical or dramatic compositions or recordings, photographs, paintings, sculptures, architectural works, and combinations of these components delivered as live, or in hybrid or online format courses.
3. PSU retains full rights to common elements of course syllabi including learning objectives, course descriptions, course requirements and course schedules that are submitted, reviewed and approved as specified by the appropriate academic department and/or curriculum committee. Rights to all other course materials belong to the instructors who create them. The exception to this principle is course materials for which a faculty member receives compensation from PSU beyond the teaching salary, such as a grant award, or stipend. In such cases, a written agreement, initiated by the university that specifically spells out the ownership rights of the university and the instructor will be

made prior to course or course materials development. In the absence of a written agreement, the default ownership is to the instructor who creates the materials.

4. Lecturers shall be able to copyright and commercialize their Works without seeking permission from the University and without sharing compensation with the University except for instances where significant university resources have been used to develop the works. In this instance a joint agreement for ownership and revenue sharing shall be made and agreed upon by both parties. In the absence of an agreement the ownership and revenue shall belong to the Teaching Lecturer. The failure of a Teaching Lecturer to reach an agreement with the University shall not be grounds for non-reappointment.
5. Royalties that are attributable to the intellectual property or works shall be the sole property of the Teaching Lecturer absent an agreement to the contrary.
6. Intellectual property and Works created prior to the adoption of this contract are the sole property of the Lecturer who created them.

## **ARTICLE 19**

### **HEALTH & SAFETY IN THE WORKPLACE**

1. **Workplace Safety.** The University shall provide Teaching Lecturers safe working conditions and workplace protections that meet OSHA standards and other applicable state or federal regulations governing workplace safety. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.
2. Teaching Lecturers shall be added to the membership of the University Health and Safety Committee.
3. Teaching Lecturers must comply with all applicable health and safety OSHA regulations.
4. **Workplace Health.** Teaching Lecturers and their immediate family shall have access to the pool and all gym facilities in the same manner and under the same rules and regulations as other University employees. For purposes of this Article only, "immediate family" shall be defined as the faculty member's spouse, domestic partner, and children or step-children.

## **ARTICLE 20**

### **EQUIPMENT**

1. Each Teaching Lecturer will be assigned an office space that includes a desk, chair, access to computer, email account, internet access and necessary software.
2. Office space may be shared but where possible, a Teaching Lecturer may be assigned a dedicated space.
3. Department Chairs shall attempt to schedule Teaching Lecturers space with due regard to the Lecturers' schedule.
4. Teaching Lecturers' computers will receive software upgrades on the same schedule as other University computers.
5. Assignments of offices (locations, hours and keys) shall be received at least two (2) weeks prior to the beginning of the semester. Teaching Lecturers shall be given at least two (2) weeks' notice of changes to office assignments.

## **ARTICLE 21**

### **LECTURER- UNIVERSITY COMMITTEE**

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

## **ARTICLE 22**

### **NO STRIKE OR LOCKOUT**

1. The Union, on behalf of its officers, agents and members and all Teaching Lecturers agree that strikes and other forms of job action are unlawful. The Union agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike or other job action, the Union agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity and of the Union's opposition to such activity.
2. The University agrees that it shall not invoke any lockouts.

## **ARTICLE 23**

### **SAVINGS CLAUSE**

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

## **ARTICLE 24**

### **DURATION**

Except as otherwise provided herein, this Agreement as executed by the parties will be effective as of ratification, and shall remain in full force and effect until June 30, 2016.

Renegotiation of this Agreement will be effective by written notice by one party to the other not later than October 15, 2015, or earlier by mutual agreement.

IN WITNESS WHEREOF, the Board has caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representatives on this 5<sup>th</sup> day of February, 2014.

**State Employees Association, SEIU  
Local 1984**

By Diana Lacey  
Diana Lacey  
President State Employees' Association  
SEIU Local 1984

By Krisan Evenson  
Krisan Evenson,  
Teaching Lecturer

By Burrett McBee  
Burrett McBee  
Teaching Lecturer

By John Lennon  
John Lennon  
Teaching Lecturer

By Jay Knowler  
Jay Knowler  
Teaching Lecturer

By Philip Inwood  
Phil Inwood  
Teaching Lecturer

By A. Robin Bowers  
A. Robin Bowers  
Teaching Lecturer

By John Krupski  
John Krupski  
Chief Negotiator  
Molan, Milner

**Plymouth State University,  
University System of New Hampshire**

By Sara Jayne Steen  
Sara Jayne Steen  
President, Plymouth State University

By Julie N. Bernier  
Julie N. Bernier  
Provost and V.P. for Academic Affairs

By Cynthia Vascak  
Cynthia Vascak  
Dean of Arts and Sciences

By Stephen J. Taksar  
Stephen J. Taksar  
V.P. for Finance and Administration

By Elaine Doell  
Elaine Doell  
Director of Human Resources

By Nicholas DiGiovanni, Jr.  
Nicholas DiGiovanni, Jr.  
Chief Negotiator  
Morgan, Brown & Joy