

COLLECTIVE BARGAINING AGREEMENT

USNH Board of Trustees  
Plymouth State University

&

Plymouth State University  
American Association of University Professors

July 1, 2018 - June 30, 2021

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Article 1:  
Recognition

1. RECOGNITION

- 1.1. In accordance with PELRB certification in Case Number E-0197-1 dated April 28, 2016, the University System of New Hampshire Board of Trustees recognizes the Plymouth State University Chapter of the AAUP, hereinafter referred to in this Agreement as the “Association” or “AAUP,” as the exclusive bargaining representative of all tenured and tenure-track faculty, including department chairs and discipline coordinators, employed at Plymouth State University.
- 1.2. Excluded from the bargaining unit are all Contract Faculty, Clinical Faculty, Research Faculty, Integrated Cluster Directors, Deans, Provost and all other administrators.

Article 2:  
Academic Freedom

2. ACADEMIC FREEDOM

*NOTE: This article fully replaces the Academic Freedom sections in the Faculty Handbook*

- 2.1. Bargaining Unit Members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- 2.2. Regardless of the particular mode of teaching, Bargaining Unit Members are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subjects.
- 2.3. Bargaining Unit Members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they shall be free of institutional censorship or discipline, and shall make every effort to indicate that they do not speak for the institution.
- 2.4. Bargaining Unit Members have the right to comment as faculty on matters related to their professional duties and the functioning of the University, mindful of the parties' shared expectation that all members of the campus community will engage each other with courtesy and mutual respect.

Article 3:  
Non-Discrimination

3. NON-DISCRIMINATION

3.1. The University and the Bargaining Unit Members, 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 AAUP, or involvement in AAUP activities as long as any such status or activity is lawful. Nothing in this article shall preclude the University 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:  
Bargaining Unit Faculty Rights

4. BARGAINING UNIT FACULTY RIGHTS

4.1. Bargaining Unit Members shall have reasonable access to telephones, voicemail, photocopying, computer and e-mail resources, and software for the purpose of carrying out their professional responsibilities.

4.2. 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.”

4.3. **Inclement Weather**

Plymouth State University normally remains open through inclement weather. Because most students live within minutes of the campus, every effort is made to avoid an official closing. There may be times, however, when an emergency or extreme weather conditions necessitate a general closing of the University.

**4.3.1. Cancellation**

4.3.1.1. Communication

4.3.1.1.1. Cancel/Closure notifications will be sent to local media. Notifications will also be posted on PSU website, the PSU Alert Line, and sent via e-mail and text messaging systems.

4.3.1.2. Essential Services

4.3.1.2.1. Some departments or buildings on campus, including those providing services to on-campus students, are considered essential, and as such, will be required to remain open during curtailed operations. These include: ALLWell North, Dining Services, Hartman Union Building, Health Services, Lamson Library and Learning Commons, Mail Services, PE Center, Ice Arena, ALLWell North, Physical Plant, Residential Life, Telecommunications, and the University Police.

4.3.1.2.2. All bargaining unit members shall be informed in writing at the start of each academic year if they are considered to be performing an essential service by the administration.

4.3.1.3. Non-Essential Services

4.3.1.3.1. A bargaining unit member may choose to perform tasks related to their responsibilities on campus during a cancellation or closure due to inclement weather at their own discretion. However, they may not hold classes (except via online) during inclement weather cancellations. Bargaining Unit Members should be clear in their syllabi regarding these expectations.

4.3.2. Absences Due to Inclement Weather

4.3.2.1. Bargaining unit members who feel they cannot safely travel due to inclement weather and choose to cancel classes are expected to report their absence to their nearest supervisor.

4.4. Bargaining Unit Members shall have access to the library, the pool, and all gym facilities in the same manner and under the same rules and regulations as other University employees.

4.5. Bargaining Unit Members will be indemnified in accordance with the University policy on indemnification of employees. The complete policy can be accessed on the University website.

Article 5:  
Management Rights

5. MANAGEMENT RIGHTS

- 5.1. All the rights and responsibilities of the USNH Board of Trustees and Plymouth State University 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, the right of the administration:
- 5.1.1. To determine the organizational structure of the University and to establish, modify, reorganize, create, merge or eliminate programs, departments, integrated clusters and courses of instruction. In the rare cases of program elimination or reductions, or in other cases of reduction of unit faculty members for financial reasons, the process must follow the provisions of Article 19, Retrenchment;
  - 5.1.2. Following collaboration with program faculty, the Curriculum Committee, and the General Education Committee, to determine the curriculum, programs and degrees to be offered.
  - 5.1.3. To determine the number, classification and type of academic staff to be hired and to determine whether or not to fill a faculty vacancy;
  - 5.1.4. To select candidates to be hired in collaboration with faculty;
  - 5.1.5. To make final determinations on granting or denying promotion, tenure and reappointments;
  - 5.1.6. To evaluate faculty performance;
  - 5.1.7. To direct, assign and schedule work to faculty in collaboration with the supervisor;
  - 5.1.8. To collaborate with the faculty Steering Committee in determining the academic calendar periodically;
  - 5.1.9. To discipline faculty or terminate consistent with procedures outlined in Article 17, Discipline;
  - 5.1.10. To retrench faculty in accordance with Article 19, Retrenchment;
  - 5.1.11. To grant leaves;



- 5.1.12. To take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University's operation;
  - 5.1.13. To determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted;
  - 5.1.14. To take such actions as may be necessary to carry out the mission of the University in case of emergencies;
  - 5.1.15. To develop, interpret, amend and enforce written policies and procedures, including the Faculty Handbook, that do not conflict with specific provisions of this Agreement; and, where appropriate, consult with the faculty Principal Policy Making Committees and the Steering Committees in such efforts.
- 5.2. The parties agree 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.
  - 5.3. 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.
  - 5.4. Nothing in the Agreement shall be construed to limit the right of administrative personnel with faculty status to perform instructional duties.
  - 5.5. The parties acknowledge that the University maintains a Faculty Handbook and that from time to time the Handbook may be amended. Except for amendments to the Handbook such as calendar changes, system policies, identification cards, orientation procedures, etc., the Administration will consult with faculty Principal Policy Making Committees and the Steering Committee, in conjunction with Article 9, Shared Governance, when amending the Handbook. In all cases of amendments to the Handbook, both the Association and the Bargaining Unit Members will receive reasonable notice prior to such amendments taking effect.

Article 6:  
Union Rights

6. UNION RIGHTS

- 6.1. The PSU-AAUP shall have the right to communicate with its members and the members of the bargaining unit at all times without interference by the University, provided it does not disrupt classes or other educational interactions with, or educational responsibilities to, students.
- 6.2. Upon reasonable notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access services, catering and equipment associated with the use of facilities as a recognized faculty group. The Union will pay all customary fees and charges for its use of the facilities, services and equipment. The University will apply the fees and rates charged to university entities for the Union's use of such rooms and services. Facilities, services and equipment will be reserved in the name of PSU-AAUP and not in the name of bargaining unit faculty members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services and catering. For the purpose of carrying out its official business, the Union may use, at its own cost where applicable, the following University services and equipment: faculty mailboxes and intra-campus mail; on-campus mail; local and toll telephone services; copying services; and United States Postal Service mail, except for certified mail. The Union may communicate with its bargaining unit members by group email to their individual university email addresses or through University electronic web-based services.
- 6.3. The Union shall have the right to use space on existing bulletin boards in each department or unit where bargaining unit members are employed.
- 6.4. The University shall allocate a furnished office for the PSU AAUP on the Plymouth campus.
- 6.5. By August 15 the Union shall have the right to a list of the names and email contacts for new Bargaining Unit Members. By September 15 and by February 1, the Union shall have the right to a list of information for all members of the bargaining unit at no cost to the Union in an electronic spreadsheet format or csv file. The list shall include the following information:
- Employee name on record with Human Resources
  - University email address
  - Mail Stop Code
  - Home address

- Rank
- Employee job title
- Department
- First date of university employment
- Start date of current appointment
- End date of current appointment
- Contract Length (9 or 12 month)
- Job Status (Leave or Active)
- Salary
- FTE
- Percentage of each appointment, if available
- Campus office phone number, if available
- Personal phone numbers and email addresses, if available

6.6. The Union shall be given an annual report of all promotion and tenure decisions concerning bargaining unit Bargaining Unit Members made by the President or designee during the preceding academic year no later than the following September 1.

6.7. The Union shall have the right to make a presentation, if presentations are made at, and distribute information at faculty orientations that include new bargaining unit faculty members. The presentation shall be for the purpose of introducing attendees to PSU-AAUP and its role in representing bargaining unit faculty members, and will not be used for discussion of labor/management issues or disputes.

6.8. The Union shall have the right to information and data necessary to administer this Agreement. Information and data shall be made available in electronic form whenever possible.

Article 7:  
Appointments and Rank

7. APPOINTMENTS AND RANK

7.1. Letters of Appointment and Reappointment

7.1.1. Initial Letter of Appointment

- 7.1.1.1. Upon hire, the Provost or designee shall provide the bargaining unit member with an initial letter of appointment that shall contain, at a minimum: salary; rank; the length and type of appointment; years of credit granted for prior work; teaching credits assigned for the appointment year with language indicating that this is negotiated annually with the supervisor/evaluator; and details of secondary appointment status (for joint appointments).
- 7.1.1.2. The initial letter of appointment shall be furnished to the bargaining unit member and a second copy sent to the supervisor.
- 7.1.1.3. The letter of appointment shall also contain information as to any responsibilities outside of the appointment term (such as summer assignment), including remuneration for those responsibilities if applicable. This does not include voluntary work assignments.
- 7.1.1.4. The letter of appointment shall be included in the Bargaining Unit member's Personnel File.
- 7.1.1.5. For Instructors, the initial letter of appointment shall provide an agreed upon timeline for completion of the terminal degree.
- 7.1.1.6. The university reserves the right to appoint any new faculty member to a particular rank upon hire and reserves the right to appoint any new faculty member with tenure, with department/discipline approval or, in instances where the University is starting a new program, search committee approval.

7.1.2. Reappointment Process and Timeline

- 7.1.2.1. Based on the recommendation of the evaluator, the provost will provide a letter of reappointment or non-reappointment according to the following timeline:
  - 1st year – March 15
  - 2nd year – December 15
  - 3rd year and subsequent years – September 1

In cases of non-reappointment, each of the above dates will be in the academic year in which the appointment will end.

- 7.1.2.2. If a tenured Bargaining Unit member's status changes substantially in relation to teaching, scholarship, or service expectations (i.e., becoming director of a major campus initiative or office, or other appointments beyond a short-term course-release), an updated appointment letter will be placed in the Bargaining Unit member's Personnel File.

## 7.2. Appointment Ranks

7.2.1. Instructor: shall have made substantial progress toward completing formal advanced study (doctorate or equivalent terminal degree) appropriate for the field.

7.2.2. Assistant Professor: shall have completed formal advanced study (doctorate or equivalent terminal degree) appropriate for the field and have had successful teaching/advising, professional library, or other relevant experience.

7.2.3. Associate Professor: shall have completed formal advanced study (doctorate or equivalent terminal degree) appropriate for the field and have had several years of successful teaching/advising, professional library, or other relevant experience, and have shown evidence of successful scholarly or professional activities which are objectively evaluated by colleagues external to PSU.

7.2.4. Professor: shall have completed formal advanced study (doctorate or equivalent terminal degree) appropriate for the field, have a background of successful teaching/advising or librarianship, and have sustained successful scholarly or professional activities which are objectively evaluated by colleagues external to PSU.

7.3. Joint Appointments describe instances when a bargaining unit member has teaching/advising and/or scholarship responsibilities in more than one academic unit.

7.4. Rank Criteria: All bargaining unit faculty are expected to demonstrate effective teaching/advising or librarianship, engage in scholarship, and participate in service as described below.

7.4.1. Teaching and Advising: Effectiveness in teaching and advising is an essential criterion for reappointment, promotion, and tenure. Faculty are required to demonstrate that they have met the criteria for effective teaching/advising in the areas listed in 7.4.4.3.1 (or in 7.4.4.4.1. for those in the rank of Professor).

- 7.4.1.1. Librarianship: The faculty member should be an effective and knowledgeable librarian in their specific position. Library faculty are required to demonstrate that they have met the criteria for effective librarianship as specified in the department/discipline guidelines.

7.4.2.Scholarship: Active engagement in scholarship is an important aspect of faculty members' academic lives: it fosters the intellect of faculty members by enabling them to remain intellectually engaged and current in their respective fields; it contributes to the intellectual and aesthetic climate of the department/discipline and of the University; it provides opportunities for collaboration among faculty and students; and it reflects positively on the University. PSU values diversity in scholarship that is informed by the Boyer Model of Scholarship. This framework considers the multiple forms that scholarship may take; there is no requirement that faculty members involve themselves in all of these types of scholarship.

- Scholarship of Discovery: Building new knowledge through research or creating new works;
- Scholarship of Teaching and Learning: Investigating teaching theory and/or processes for the purpose of optimizing learning;
- Scholarship of Integration: Making connections across disciplines and advancing knowledge through synthesis;
- Scholarship of Engagement: Utilizing relevant research by linking theory and practice in collaboration with community stakeholders to solve pressing social, civic, or ethical problems.
- Librarianship: Librarianship has a role in the creation and dissemination of knowledge for the advancement of the mission of the institution and the field.

7.4.2 Service: Service is a core value of PSU, as evident in the University motto *Ut Prosim*. Service is expected of all tenure-track and tenured faculty members and must include service to department/discipline/unit and the University, as well as to the community and/or profession. Plymouth State University depends on the commitment and talents of faculty to serve in varied capacities. Service to the department and the University involves participation in governance and is an application of stewardship. It might involve serving on program, departmental, integrated cluster, university, and/or union committees; playing leadership roles within the program, department, integrated cluster, and/or University; supporting and contributing to efforts and activities that promote student success; and contributing to the overall functioning of the PSU community. Service to the profession and/or community involves the application of professional expertise that is closely related to the candidate's assigned roles, enhances the reputation of the University, and provides benefits to Plymouth State University.

7.4.3 All Bargaining Unit Members will be appointed and then evaluated annually and for promotion and tenure according to the following criteria for each rank and in light of the descriptive provisions above in 7.4.1, 7.4.2 and 7.4.3:

7.4.3.1 For the rank of Instructor:

7.4.4.1.1 Make progress on completion of terminal degree according to the timeline in the appointment letter; and

7.4.4.1.2 Meet the criteria for teaching and advising/librarianship, scholarship, and service at the Assistant Professor rank.

7.4.4.2 For the rank of Assistant Professor:

7.4.4.2.1 Make annual progress toward meeting the criteria for teaching and advising/librarianship, scholarship, and service at the Associate Professor rank.

7.4.4.3 For the rank of Associate Professor, meet the criteria for teaching and advising/librarianship, scholarship, and service, as follows:

7.4.4.3.1 Teaching and Advising

7.4.4.3.1.1 Engage in Scholarly Teaching: Reflect on, experiment with, and evaluate pedagogy to develop one's teaching and to enhance learning for both students and faculty; Participate in professional development activities in teaching (workshops, conferences, etc.); Demonstrate disciplinary knowledge and skills; and Integrate relevant and current research, including one's own, into course material.

7.4.4.3.1.2 Use Effective Instructional Design: Construct a syllabus that includes required University elements and clearly communicates expectations and learning outcomes; Follow program learning outcomes; Design well-paced, well-presented, and appropriately sequenced instruction; Plan and implement a variety of learning, assessment, and teaching activities designed to achieve learning outcomes; Create effective learning activities/assignments; Help students learn how to learn; Represent student centeredness in the approach to courses; and Create opportunities for students to be active and effective participants in their learning communities.

7.4.4.3.1.3 Utilize Appropriate Instructional Delivery: Present well-organized and well-prepared classes; Communicate effectively with students and demonstrate enthusiasm for the subject; Respect students and care about their learning; Respond to students' questions in a timely manner; Provide effective feedback on student work; Employ active and cooperative learning; Use technologies to enhance student

learning outcomes; Be available to students outside of class (office hours and appointments); Lead by example (provide an effective professional role model); Provide sufficient information about course management and logistics; Manage class materials effectively (e.g., efficient student access to class materials, such as notes, readings, assignments, quizzes, etc.); Facilitate student learning through effective use of online course management systems and communication tools; Create learning environments that welcome, challenge, and support all students; and Recognize and promote in-class civility.

7.4.4.3.1.4 Employ Instructional Assessment: Implement assessments that correspond to learning outcomes; Set and provide clear expectations/criteria for assessing student work; Implement grading schemes that are fair and comprehensive; Gather formative feedback on teaching; Gather formative feedback on learning and give feedback to students; and Assist students in developing ability to self-regulate and self-assess their own behavior and learning.

7.4.4.3.1.5 Mentor and Support Students: Understand curriculum and provide effective and accurate curriculum advising; Assist students with academic progress and time to degree; Provide mentoring that assists students in meeting career aspirations and/or graduate education; Be accessible to advisees and students in courses; Promote students for awards and scholarships; Promote student orientation to and involvement in the profession or discipline; Engage students in scholarly and professional activities; and Monitor and support advisees' academic progress.

7.4.4.3.1.6 Librarianship: Meet the criteria for librarianship as specified in department/discipline guidelines.

#### 7.4.4.3.2 Scholarship

7.4.4.3.2.1 Meet the following criteria through an emerging body of scholarship:

7.4.4.3.2.1.1 Conduct scholarship in a manner with clear goals and appropriate methods;

7.4.4.3.2.1.2 Demonstrate discipline-related or interdisciplinary expertise;



7.4.4.3.2.1.3 Meet the standards of discipline-related or interdisciplinary scholarship;

7.4.4.3.2.1.4 Disseminate to a wider audience in an appropriate forum (presentations and/or publications to scholarly peers, exhibitions, performances, etc.).

#### 7.4.4.3.3 Service

7.4.4.3.3.1 Meet the following criteria by participating in service activities through the application of professional expertise:

7.4.4.3.3.1.1 Demonstrate meaningful contributions to the department and the University;

7.4.4.3.3.1.2 Conduct activities with integrity and professionalism;

7.4.4.3.3.1.3 Accept responsibilities and follow through on commitments;

7.4.4.3.3.1.4 Demonstrate ability to work collaboratively;

7.4.4.3.3.1.5 Make contributions to the community and/or the profession through the application of professional expertise.

7.4.4.4 For the rank of Professor, meet the criteria for teaching and advising/librarianship, scholarship, and service as follows:

7.4.4.4.1 Teaching and Advising: meet all the criteria for Associate Professor, plus the following:

7.4.4.4.1.1 Engages in Scholarly Teaching: Collaborate with other faculty members for mutual development of teaching/learning; Lead professional development activities in teaching (workshops, conferences, etc.); and Investigate new domains of knowledge for teaching or curricular development;

7.4.4.4.1.2 Uses Effective Instructional Design: Develop learning outcomes that are consistent with program learning outcomes;

7.4.4.4.1.3 Employs Instructional Assessment: Articulate a philosophy of assessment that provides a rationale for, and links assessment to, learning outcomes;

7.4.4.4.1.4 Librarianship: Meet the criteria for Professor specified in the department/discipline guidelines;

7.4.4.4.2 Scholarship: Possess a well-developed and sustained body of scholarship that demonstrates maturity in one's field and meets the following criteria:

7.4.4.4.2.1 Contributes to a body of knowledge through new, original, and/or innovative works;

7.4.4.4.2.2 Makes an impact or contribution to the discipline or some community of people;

7.4.4.4.2.3 Demonstrates growth as a scholar since the last promotion.

7.4.4.4.3 Service: Continue to meet the same expectations as above, as well as demonstrate leadership in service activities within and beyond the University.

Article 8:  
Workload

8. WORKLOAD

8.1. Preamble

- 8.1.1. Workload for Bargaining-unit faculty combines elements of teaching/librarianship, scholarship, and service as defined in Article 7: Appointments and Ranks (Section 7.4 Rank criteria). Plans for Bargaining Unit Member's work are guided through the academic year by the annual work plan as indicated in Article 12: Evaluation, Promotion, and Tenure, (Section 12.2), which sets reasonable work goals in each area. As a teaching university, faculty devote a preponderance of their time to teaching. Because teaching is the most visible and quantifiable (via credit hours) element of workload, the standard practical workload is 70% teaching/librarianship, 15% scholarship, and 15% service during the academic year, not including Winterim and years in which the Bargaining Unit member is on sabbatical or other leave.
- 8.1.1.1. The amount of time devoted to each element is complex and dynamic and varies from week to week. Work distribution also depends on the skills and professional interests of each faculty member and may look different for each bargaining unit faculty member, and it can also vary as described in the table paragraph 8.6.1.
- 8.1.1.2. Faculty members can be most effective if there is reasonable flexibility in determining the manner in which teaching, advising, scholarship, and service responsibilities are allocated.
- 8.1.2. Teaching includes and extends beyond time in the classroom. Bargaining Unit Members must create effective instructional design and frequently update course materials, methods, and content; employ and revise appropriate instructional assessment; engage in professional development; and support students through tasks such as writing letters of recommendation. Like effective teaching, effective advising contributes to retention, student success, and time to graduation. Advising includes academic mentoring, career guidance, schedule planning, identification of useful resources, and other forms of support. Bargaining Unit Members' teaching workloads may vary depending on pedagogy, discipline, class size, course level, course rotation schedule, and other factors.
- 8.1.3. Scholarship: Active engagement in scholarship is an important aspect of faculty members' academic lives: it fosters the intellect of faculty members by enabling them to remain intellectually engaged and current in their respective

fields; it contributes to the intellectual and aesthetic climate of the department and of the University; it provides opportunities for collaboration among faculty and students; and it reflects positively on the University. PSU values diversity in scholarship that is informed by the Boyer Model of Scholarship. This framework considers the multiple forms that scholarship may take; there is no requirement that Bargaining Unit Members involve themselves in all of these types of scholarship. Scholarship of Discovery: Building new knowledge through research or creating new works; Scholarship of Teaching and Learning: Investigating teaching theory and/or processes for the purpose of optimizing learning; Scholarship of Integration: Making connections across disciplines and advancing knowledge through synthesis; Scholarship of Engagement: Utilizing relevant research by linking theory and practice in collaboration with community stakeholders to solve pressing social, civic, or ethical problems.

8.1.4. Service: Service is a core value of PSU, as evident in the University motto *Ut Prosim*. Meaningful service is expected of all tenure-track and tenured faculty members and must include service to the department and the University, as well as service to the community and/or profession. Plymouth State University depends on the commitment and talents of faculty to serve in varied capacities. Because faculty are stewards of the university, service to the department and the University requires participation in shared governance. It might involve serving on program, departmental, integrated cluster, University, and/or Union committees; playing leadership roles within the program, department, integrated cluster, and/or University; supporting and contributing to efforts and activities that promote student success; and contributing to the overall functioning of the PSU community. Service to the profession and/or the community involves the application of professional expertise that is closely related to the candidate's assigned roles, enhances the reputation of the University, and provides benefits to Plymouth State University.

8.1.5. Basic Expectations: In addition to the above, the basic expectations for all Bargaining Unit Members generally include the following:

8.1.5.1. Meet the basic requirements in connection with their courses, such as holding classes and exams during the prescribed day and time, preparing appropriate learning activities and assessments, responding to students and colleagues in a timely manner, and maintaining office hours.

8.1.5.2. Participate in campus meeting, events, ceremonies, recruitment activities such as department meetings, faculty meetings, committee

work, commencement, convocation, faculty day/university days, open houses and orientations, etc.

- 8.1.5.3. Adhere to all university and USNH rules, regulations, and policies.

## 8.2. The Work Plan

- 8.2.1. The annual work plan process is designed to support faculty planning, growth, and assessment. Individual workload assignments shall be recommended by the supervisor/evaluator and subject to the approval of the provost.
- 8.2.2. Annually, each Bargaining Unit Faculty member develops a work plan in consultation with her/his supervisor/evaluator. This provides an opportunity for faculty to develop individual professional development plans that align with the needs of the department/program/cluster and the university mission as well as to identify resources that support accomplishing these goals. Bargaining Unit Members will determine the evidence that will be used to assess achievement of annual goals and will reflect on accomplishments and needed revisions on an annual basis.

## 8.3. Teaching and Librarianship

### 8.3.1. Nine-month tenure track faculty

- 8.3.1.1. A full-time nine-month tenure track faculty member's teaching load is normally defined as 24 credit hours per academic year. These credit hours will include any course/credit release.
- 8.3.1.2. Nine-month contract year responsibilities
  - 8.3.1.2.1. Nine-month faculty contracts begin two weeks before the start of the fall semester and end the Friday after Spring Commencement.
  - 8.3.1.2.2. Between the end of the fall semester and the start of the spring semester, Bargaining Unit Members will not be required to teach. However, Bargaining Unit Members must be generally available to participate in service including committee work. Bargaining Unit Members can teach courses during summer and/or Winterim on a voluntary basis and will be compensated for this work. Faculty members may in-load courses in summer and/or winterim if this meets the faculty member's approval, meets the needs of the program/university; and is approved by the program/discipline coordinator.
  - 8.3.1.2.3. Bargaining Unit Members will be compensated for PSU service needs scheduled by the administration outside of contract time (such as June Orientation and Advising).

This item does not limit the compensated summer work of Chairs.

8.3.2. Twelve-month tenure track faculty

- 8.3.2.1. A twelve-month teaching faculty member's workload is defined as 30-32 credit hours. These credit hours will include any course/credit release.

8.3.3. Library Faculty

- 8.3.3.1. Library faculty, in the performance of their duties, shall work on a continuous year-round basis, scheduled for an average of 40 hours/week. The parties recognize that, as professional employees, the location and number of hours worked by full-time librarians needed to fulfill their assigned responsibilities may vary from week to week, provided such variation is consistent with the staffing needs of the library as determined by the discipline coordinator.
- 8.3.3.2. A library faculty member's schedule shall be based on library needs as determined by the discipline coordinator in consultation with the members of the library faculty, understanding that a normal work week is no more than five (5) consecutive days in any seven (7)-day period, with two (2) consecutive days off for each period of five (5) consecutive days worked. No librarian shall be involuntarily assigned to work on consecutive weekends or on more than one (1) night a week.
- 8.3.3.3. With the approval of the discipline coordinator, qualified library faculty may be permitted to teach courses. The librarian may decide, in consultation with the discipline coordinator, whether such teaching is compensated on an overload basis, or whether release time is appropriate. If compensated, the faculty member must meet the average 40 hour/week of assigned work as librarian.

8.3.4. Teaching time and credit allocation

- 8.3.4.1. New bargaining unit faculty will receive a course release each semester (3-4 credit) of their first year to allow them to manage new course preparations and establish their scholarship.
- 8.3.4.2. No bargaining unit faculty shall be assigned more than 30 advisees without that faculty member's permission. In cases where a Bargaining Unit member agrees to take on more than 30 advisees, the faculty member may renegotiate their service or scholarship requirements.
- 8.3.4.3. The number of teaching credits counted for Bargaining Unit Members is, in part, a function of class size. Bargaining Unit Members will work in consultation with program/discipline coordinators to recommend to the Provost appropriate maximum class sizes for specific courses in their disciplines, based on each

course's level, appropriate pedagogy, and disciplinary standards. The Provost reserves the right to make final determination on maximum class size. To achieve time or room efficiency, disciplines can offer combined sections of courses for corresponding credits based on previously determined caps on single courses, with the approval of the Provost.

8.3.4.4. Unless otherwise specified by accreditation standards, credit for supervision, and laboratories, will be allocated in the following manner:

- Science labs will be assigned one (1) teaching credit per contact hour,\* this does not apply when only supervising GA or TL who is actually teaching the lab.

\* For these purposes, 50-75 minutes is considered 1 hour = 1 cr

1:30 – 1:45 = 1.5 cr

2:00- 2:15 = 2 cr

2:30- 2:45= 2.5 cr

Each additional 15 minutes = .5 CR.

- Fine Art, Performance Studios, dance, music instrumental instruction, and non-major PE activities will be assigned one (1) teaching credit per 1.5 contact hours.
- Several MTD specialty courses (ensembles, MT company, chorale etc.) will be compensated at 2.5 credits
- Supervising full time/full semester student teaching for students placed in a school or childcare facility that involves 3 or more observations and evaluations by supervisor will be assigned one (1) credit hour per student.
- Chairing dissertation committees will be compensated as the equivalent of one (1) individual enrollment credit per dissertation. Serving (not as Chair) on dissertation committees will be compensated \$500 per student once the dissertation is completed.

8.3.4.4.1. Supervising individual enrollment will be compensated in accordance with Article 15 Salary.

8.3.4.4.2. Supervising undergraduate research and independent study is voluntary and will not be compensated.

8.3.5. Overload

8.3.5.1. With the approval of the chair/discipline coordinator, Bargaining Unit Members may teach overloads and earn overload compensation at PSU. While required overload assignments will not be typical, the administration reserves the right to assign an overload in the interest of student needs. However, no Bargaining Unit Member can be

assigned an overload course in consecutive semesters without their permission.

- 8.3.5.2. If a Bargaining Unit Member accepts an overload for a course scheduled within two weeks before the start of the term, then the Bargaining Unit Member shall receive additional compensation beyond that indicated in Article 15.4 on page 54.
- 8.3.5.3. In the case of an overload, individual faculty, in consultation with the supervisor/evaluator, can choose to receive either compensation or they can “bank” the credits towards future semesters. Credits may be banked to a maximum of 4 credits, beyond which they must be taken as release-time or paid out at the discretion of the Bargaining Unit Member.
- 8.3.5.4. Faculty must gain advance approval from the Provost to accept a teaching assignment at another institution or any other employment that significantly interferes with established responsibilities at Plymouth State.

#### 8.4. Scholarship

- 8.4.1. Active engagement in scholarship is necessary, in part, because it enables faculty to remain intellectually engaged and current in their respective fields; contributes to the intellectual and aesthetic climate of the department and of the University; provides the foundation for successful cluster-based collaboration among faculty and students; and it reflects positively on the University.
- 8.4.2. Teaching credits can be bought out via external or internal grant funding or negotiated using the annual work plan. The cost of the buy-out will normally be negotiated before submission of the grant proposal in concert with the Office of Research and Sponsored Programs, and subject to approval of the supervisor and Provost. If the release time is negotiated rather than bought out, the work plan should include specific, measurable scholarly end products or deliverables. The production of these end products at the end of the work plan year constitutes a satisfactory use of release time for a given work plan year and allows for a continued request for release time in the next work plan.

#### 8.5. Service

Service is another important component of a bargaining unit faculty member’s workload. Service can be to the department, the University, and the community and/or profession. While all service is valued, some service activities require a substantial time commitment and hence, qualify for course release. This can be negotiated between the bargaining unit faculty, the chair/discipline coordinator, and the Provost in the annual work plan.

- 8.5.1. Course releases for Major Service Roles  
The parties recognize there are some major service roles that require significant time sufficient to support release from some teaching obligations.



- 8.5.1.1. Major service roles are roles that require an extensive time commitment that goes beyond the typical 15% allotted in standard faculty workloads. Examples of Major Service Roles include but are not limited to:
- Faculty Speaker (one standard course release per semester)
  - AAUP officers/negotiators (two standard course releases per semester to be distributed by the AAUP to its officers and/or negotiators in its discretion. For scheduling and planning purposes, the AAUP will provide sufficient notice to the University as to who will be receiving any such course release.)
  - Chair of General Education Committee (one standard course release per year)
  - Chair of Curriculum Committee (one standard course release per year)
  - Program/Discipline Coordinators with significant responsibilities (variable depending on size and responsibilities)
- 8.5.1.2. Department Chairs will earn a minimum of two course releases per semester.
- 8.5.1.3. Substantial off-campus service roles may also qualify for release time, in discussion with a Bargaining Unit Member's supervisor/evaluator and Provost.

## 8.6. Changes or Variations to the Workload

There are instances where a workload with more emphasis on service or scholarship is appropriate. Such alterations occur, but are not limited to, when Bargaining Unit Members hold major service roles or are working on a grant that carries any amount of release from teaching duties. Other variations from the 70/15/15 workload may result from consultations between the individual Bargaining Unit Member and the supervisor/evaluator, and the Provost and would follow the templates in the table below. Ideally, these changes should be made during work plan review and implemented during the subsequent academic year. However, in some cases changes to the workload may need to occur after work plan development.

### 8.6.1. Variations on Workload Distribution

- 8.6.1.1. With the approval of the Provost, the university may assign a willing Bargaining Unit Member certain other professional work responsibilities, such as coordination or direction of academic programs of special curriculum projects. In such cases, scholarship or teaching load will be considered and adjusted as necessary.
- 8.6.1.2. While the 70/15/15% distribution of workload between teaching, scholarship and service reflects the typical work effort of faculty, any Bargaining Unit Member may apply to the Provost for variations in their workload which places more emphasis on either scholarship

or service. The following table presents a typical yearly workload (left column) and variations based on increased emphasis on Scholarship or Service. The table is based on an annual model, but variation in workload may be negotiated by semester if applicable.

<b>Typical</b> Teaching – 70% (12 CR) Scholarship – 15% Service – 15%	<b>Scholarship or Service Intensive</b>  One (1) course release per academic year
	<b>Scholarship or Service Intensive II</b>  One (1) course release per semester
	<b>Scholarship or Service Intensive III</b>  Three (3) course releases per academic year
	<b>Scholarship or Service Intensive IV</b>  Two (2) course releases per semester

- 8.6.1.3. Changes part-way through the academic year will be reserved for extreme circumstances and must be agreed upon by both the individual Bargaining Unit Member and the program/discipline coordinator, and the Provost, prior to the changes taking effect.

Article 9:  
Shared Governance

9. SHARED GOVERNANCE

9.1. As indicated in the Management Rights Article, the Board of Trustees is granted full authority over the University by the State of New Hampshire and this authority is delegated to the President by the Board. The importance of collaboration with the faculty on academic matters is essential to the effective functioning of the University. Faculty and administration working together as partners to facilitate ongoing change and transformation is a key element for the success of PSU, including, but not limited to, the collaboration of faculty and administration in creating and guiding the University.

In accordance with the 1966 AAUP Statement on Shared Governance, the AAUP and PSU Administration recognize that the principle of shared governance in universities is long established by tradition and that the faculty has primary responsibility for academic matters (i.e., curriculum, pedagogy, methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process).

9.2. Faculty members make valuable contributions at all levels of PSU administration and will be invited to participate in developing institutional priorities and policies. These currently include:

- 9.2.1. all curricular matters, including establishment, dissolution and substantial changes of degree or certificate programs
- 9.2.2. research and scholarship
- 9.2.3. admissions standards and prerequisites
- 9.2.4. requirements for regular certificates and degrees
- 9.2.5. regulations regarding attendance, examinations, grading, scholastic standing, and honors
- 9.2.6. teaching quality
- 9.2.7. professional standards and criteria for positions accorded academic rank
- 9.2.8. the academic calendar
- 9.2.9. hiring and evaluating administrators
- 9.2.10. academic organization, including the establishment or elimination of colleges and departments and the reorganization of the general university and college academic structure
- 9.2.11. other academic matters referred to it by the Board of Trustees, PSU administration, the faculty of a school, college, department, or the Library or other members of the University community

Article 10:  
Grievance

10. GRIEVANCE

10.1. Preamble

- 10.1.1. The parties affirm their conviction that the University is an academic community in which individuals should be treated in a spirit of fairness and equity. However, it is recognized that from time to time, grievances may arise. It is the purpose of this procedure to encourage prompt resolution of such grievances and to recognize the importance of settling them fairly, without fear or prejudice or reprisal and in a manner which protects the rights of everyone concerned. 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. The aggrieved will follow the orderly process hereinafter set forth, and these procedures shall be the final remedy used for their resolution, except for claims of illegal discrimination or other statutory protections where an employee may have additional recourse before an agency or court.
- 10.1.2. The goal of the Grievance Policy is to attempt to encourage the prompt and equitable resolution of grievances where possible, and to attempt to do so at the lowest possible level.
- 10.1.3. This Article shall provide the exclusive means and procedures by which faculty or the PSU-AAUP may grieve an alleged violation, misinterpretation, or misapplication of the Agreement.
- 10.1.4. If the grievance involves allegations that the University has discriminated on the basis of race, creed, color, sex, gender identity or expression, age, disability, religion, ethnicity or national origin, veteran's status, or sexual orientation, it will be processed in the same manner as any other grievance, except that either the University or the PSU-AAUP shall forward such a grievance to the PSU Title IX Coordinator after it has been initially filed. See Article 4

In such a case, the allegations of discrimination will be investigated and 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 PSU-AAUP from appealing any final University decision on such a claim directly to arbitration within forty-five (45) days of that final decision.

## 10.2. Definitions

### 10.2.1. Grievance

- 10.2.1.1. For the purposes of this Article, a “grievance” shall be defined as an allegation of a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- 10.2.1.2. Effective upon ratification of this Agreement, the definition of a grievance shall also include any allegation that there has been a violation, misinterpretation, or misapplication of any formal written Memorandum of Understanding (MOU) executed between the University and the PSU-AAUP with regard to an agreed upon interpretation or modification of this Agreement, or with regard to a settlement of a grievance affecting a particular Bargaining Unit Member or members.
- 10.2.1.3. A grievance must be filed at Level One of the Grievance Procedure within ninety (90) calendar days from the date the grievant knew or should have known of the alleged violation.

### 10.2.2. Grievant

- 10.2.2.1. A “grievant” can be a Bargaining Unit Member, group of Bargaining Unit Members, and/or the PSU-AAUP.

### 10.2.3. Days and Time Limits

- 10.2.3.1. The counting of days under the time limitations cited below shall commence the day after the filing of the grievance or the appropriate response at each step. All grievances and responses to grievances shall be filed by a signed hard copy or, at the grievant’s or responder’s option, by email. An email filing shall clearly be marked by the grievant or responder in the subject heading as a grievance or grievance response under the Agreement.

The date of the hard copy shall be the relevant date for the purposes of time limits under this Article, or if the grievant had chosen to file by email instead, the date of the email filing shall be the relevant date for the purposes of time limits under this Article.

## 10.3. General Provisions

- 10.3.1. In cases where the PSU-AAUP 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 Level Two.

- 10.3.2. Failure by the grievant to comply with the time limitations for initial filing shall preclude any subsequent filing or processing of the grievance.
- 10.3.3. 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.
- 10.3.4. 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.
- 10.3.5. The time limits in this Article may be extended by mutual agreement between the grievant and the University.
- 10.3.6. The grievant may withdraw a grievance at any point in this procedure. However, the PSU-AAUP may continue to pursue the grievance to resolution.
- 10.3.7. 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 PSU-AAUP in accordance with RSA 273-A:11 (a).
- 10.3.8. The Office of the President is responsible for ensuring that the final decisions made through the grievance process are implemented.
- 10.3.9. A PSU-AAUP representative shall be present at all stages of the formal grievance and arbitration procedure.

#### 10.4. Procedure

##### 10.4.1. Informal Process

- 10.4.1.1. Any bargaining unit faculty member or group of bargaining unit faculty members shall have the right at any time to present complaints to their supervisors informally and to have such complaints considered in good faith with or without the intervention of the PSU-AAUP, provided that settlements arising out of such interaction shall not be inconsistent with the terms of this Agreement, unless the PSU-AAUP and Provost have approved the exception in writing.
- 10.4.1.2. The complainant may be accompanied at all such informal meetings by a representative of the PSU-AAUP.
- 10.4.1.3. Any problem resolution reached at this stage of the procedure will be non-precedent-setting and may not be cited by either party in arbitration as the basis for the resolution of any complaint which may arise thereafter.

10.4.1.4. If the complaint is not resolved by the Informal Process, a formal written grievance may be filed by the PSU-AAUP. The time for any such informal discussions under this section does not toll the time for necessary filing of a grievance within 90 days from the date the grievant knew or should have known of the alleged violation.

10.4.2. Formal Grievance: There are three levels in the formal grievance process. At level one grievances are heard by the Provost. At level two, grievances are heard by the President. Level three is arbitration.

10.4.2.1. To initiate the formal grievance process, the PSU-AAUP shall file a grievance using the Grievance Notification Form agreed upon by the PSU-AAUP and the Administration to the Chief Human Resources Officer or designee.

10.4.2.2. The Chief Human Resources Officer (or designee) shall forward the grievance to the Provost.

10.4.2.3. For each level in the formal grievance procedures, the parties may request in writing the postponement of any single action in the process for a period of up to seven (7) days. The first such request by either party shall be granted. Additional extensions may be granted by mutual consent of the parties.

10.4.2.4. Level one: Provost

10.4.2.4.1. A Level One meeting will be held within fourteen (14) days of receipt of the grievance between the Provost, or designee, and the grievant and a PSU-AAUP representative. At the Provost's discretion, another administrator may be present at the meeting.

10.4.2.4.2. For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to those who will be participating in the meeting.

10.4.2.4.3. Within twenty-one (21) days of this meeting, the provost will forward a written response to the grievance to the PSU-AAUP.

10.4.2.5. Level two: President

10.4.2.5.1. If the grievant is dissatisfied with the Level One answer, the grievance may be submitted to the President.

10.4.2.5.2. A Level Two meeting will be held within twenty-one (21) days of receipt of the grievance between the President, or designee, and the

grievant and a PSU-AAUP representative. At the President's discretion, another administrator may be present at the meeting.

10.4.2.5.3. For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to those who will be participating in the meeting.

10.4.2.5.4. Within twenty-one (21) days of this meeting, the president will forward a written response to the grievance to the PSU-AAUP.

#### 10.4.2.6. Level three: Arbitration

10.4.2.6.1. If the PSU-AAUP is not satisfied with the Level Two answer, it shall have the sole right to submit the grievance to arbitration by an external arbitrator, within forty-five (45) days after receiving the Level Two answer.

10.4.2.6.2. Selection of the Arbitrator: The PSU-AAUP, within the aforesaid forty-five (45) day 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 arbitrator.

10.4.2.6.3. The arbitration hearing shall be conducted according to the rules of the American Arbitration Association.

10.4.2.6.4. The parties may agree to make a taped, stenographic or other type of verbatim record of the arbitration proceedings and split the costs of such taping or record.

10.4.2.6.5. 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 Level One of the Grievance Procedure. 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.

10.4.2.6.6. 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.

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

10.4.2.6.8. 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 PSU-AAUP, and all bargaining unit members affected. However, both parties shall retain whatever rights they have under the law to challenge the decision of the arbitrator to the New Hampshire Public Employee Labor Relations Board in cases where the arbitrator has exceeded his or her authority. 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.

10.4.2.6.9. 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.

#### 10.4.2.7. Record Keeping and Access to Records

10.4.2.7.1. All materials used in the grievance process, including tape recordings, exhibits, minutes and affidavits, shall be held in a sealed file in the PSU Human Resources Office. This file shall be separate from any individual's personnel files. The only people authorized to open the files are the grievant and appropriate administrators.

Article 11:  
Personnel Files

11. PERSONNEL FILES

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

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

11.2. In the case of complaints or accusations filed against a Bargaining Unit Member, the Bargaining Unit Member shall be promptly notified and the supervisor and Bargaining Unit Member will discuss the complaint and any follow-up actions or remedies that will be required.

11.2.1. Complaints or accusations by anyone other than the supervisor or administration which are found to have merit shall be kept confidential and on file by the appropriate supervisor. After seven (7) years, a Bargaining Unit Member can request that such complaint or accusation be removed from the supervisor's file. Such request shall be granted unless there have been additional complaints or accusations which have been found to have merit.

If any formal disciplinary action is taken as a result of such complaints or concerns, or as a result of additional complaints or concerns, such disciplinary action, along with the original complaints, will be placed in the Bargaining Unit Member's file.

11.3. All information included within the electronic personnel file is available for review upon request by the Bargaining Unit Member, or her or his authorized PSU-AAUP representative (with written authorization) at any time. Additionally, the evaluation and corrective action materials section is available for review only by appropriate parties on

a need-to-know basis. Faculty are entitled to photocopies of any materials in their electronic personnel files.

- 11.4. It is understood that the Office of Human Resources and the Office of Academic Affairs routinely access information in Bargaining Unit Member's files as a normal course of business. For all other access, it is understood that Human Resources maintains a record of access for evaluation file form in the electronic personnel file in order to keep a record of the individuals who have accessed the evaluation materials included in the personnel file and the date of that access.
- 11.5. For promotion and tenure, the Bargaining Unit Member must provide written permission for the P&T Committee Members to access their personnel file. Promotion and tenure committees will have access to an individual's personnel file for viewing information relevant to promotion and tenure only within the Human Resources Office.
- 11.6. The Personnel File shall not contain anonymous correspondence.

Article 12:  
Promotion, Tenure, And Evaluation

12. PROMOTION, TENURE AND EVALUATION

12.1. Definitions

Evaluator: Unless defined otherwise in particular parts of this article, the evaluator is the person who works with the bargaining unit member on developing and assessing their work plan and observing their teaching.

12.2. Annual Evaluation

12.2.1. Annual Evaluation Forms:

The University reserves the right to change any of the Evaluation forms provided such form does not violate any provision of the Agreement.

The PSU-AAUP will be consulted prior to any changes to any of the evaluation forms by the administration and provided with a rationale for the changes used in the annual evaluation prior to implementation. Substantive changes will not go into effect until the following academic year.

Either the PSU-AAUP or the administration may propose new forms into the annual evaluation process provided, however, the University reserves the right of final approval of any form.

The current forms are:

- Work plan form,
- Teaching observation/evaluation form, and,
- Student course feedback form.

12.2.2. Annual Evaluation Process

12.2.2.1. Work Plan Development:

Annually, each Bargaining Unit Faculty member develops a work plan in consultation with her/his evaluator.

The work plan is designed to support faculty planning, development, and evaluation. In developing the work plan, faculty will articulate and prioritize goals for teaching/librarianship (including advising), scholarship, and service.

12.2.2.2. Work Plan as Evaluation Tool:

- 12.2.2.2.1. Annually, the Bargaining Unit Member will discuss progress towards established goals; areas for growth and development;

contributions to the department/discipline, cluster, and university initiatives.

12.2.2.2. The evaluator provides feedback on the Bargaining Unit Member's progress toward goals; contribution to the program/department, cluster, and university; noting areas of strength and needed growth.

12.2.2.3. The completed work plan serves as the primary tool for faculty evaluation. The summative evaluation at the end of the document should include an overall assessment of the Bargaining Unit Member's performance, taking into account basic duties (see Article 8.2, Workload), student course feedback, teaching observations and evaluations, and success in scholarship and service by reviewing other data as applicable. In the overall assessment the evaluator shall offer a review of basic duties, teaching, service, and scholarship using the following criteria:

12.2.2.3.1. UNSATISFACTORY: Has not met minimum duties and expectations.

12.2.2.3.2. SATISFACTORY: Has performed at an acceptable level and has fulfilled his/her basic responsibilities for the year.

12.2.2.3.3. EXEMPLARY: Has exceeded normal responsibilities and expectations and has demonstrated a commitment to PSU that has moved the institution forward in accordance with its mission and strategic plan.

12.2.2.4. Completed work plan with the Bargaining Unit Member's comments and the evaluator's comments and assessment are forwarded to the Provost for approval and recommendations.

12.2.3. Work Plan Evaluation:

An electronic copy of the completed annual work plan shall be forwarded to the Bargaining Unit Member and become part of the Bargaining Unit Member's personnel file. Any Bargaining Unit Member who wishes to append to the completed work plan a statement acknowledging receipt but stipulating that the Bargaining Unit Member does not necessarily agree with the evaluation may do so by providing a letter to the Provost. These comments will become part of the Promotion and Tenure File.

Individual work plans must be completed and submitted to the evaluator no later than May 31.

The evaluator must submit the work plans to the Provost by June 30.

12.2.2.4. Teaching Observation and Evaluation:

- 12.2.2.4.1. The evaluator or designee shall observe pre-tenure faculty in the classroom in each of the first two years and every other year thereafter until tenure.

The provost or designee shall observe all bargaining unit faculty prior to the pre-tenure review.

- 12.2.2.4.2. Tenured faculty: The provost or designee shall observe and evaluate all tenured faculty who are applying for promotion to professor at least once within the two years prior to their application for promotion. It is the responsibility of the Bargaining Unit Member to contact the provost to arrange for the observation.

The provost, or president has the right to observe teaching of any Bargaining Unit Member. A written report of the teaching observations and evaluations shall be communicated to the Bargaining Unit Member and the Bargaining Unit Member's evaluator and a copy placed in the Bargaining Unit Member's personnel file using a standard University form.

12.2.2.4.3. PROCESS FOR CLASSROOM OBSERVATIONS:

Typically teaching observations will be arranged in advance. If a particular day is not appropriate, the Bargaining Unit Faculty Member has the right to request and receive a visit on a different day. Where appropriate, the Bargaining Unit Faculty Member shall provide class materials, such as syllabus and examples of course assignments, to the evaluator and explain any unusual aspects of the course; the observer will be added to the course site in the University's course management system; for library faculty, librarians will provide any teaching materials, handouts, lesson plans, etc. used for the specific teaching observation. The observer will use the agreed-upon teaching observation form to provide a written report of the observation that evaluates teaching effectiveness; the report will be submitted to the Bargaining Unit Member and the provost and become part of the Bargaining Unit Member's personnel file.

- 12.2.2.5. Student Course Feedback: Students will have an opportunity to provide feedback to instructors in all courses. Faculty shall have the opportunity to collaborate and design evolving systems to best capture student course feedback. All Bargaining Unit Faculty shall support the collection of feedback from students by encouraging them to complete the online student feedback form. Library users shall, in a manner to be determined by library faculty, be afforded the opportunity to evaluate each library faculty member. Student evaluations of teaching can be important

indicators of teaching effectiveness as related to student satisfaction and student engagement but numerical scores from these evaluations alone neither confirm nor deny an individual's effectiveness. Thus,

- 12.2.2.5.1. The evaluator shall consider additional factors besides such numerical scores when they evaluate a Bargaining Unit Faculty Member's teaching. Additional factors may include: rate of responses, design and validity of the survey instrument, student demographics, level of course, type of course, etc.
- 12.2.2.5.2. Periodically, the administration shall collaborate with the Curriculum Committee (or with the General Education Committee when applicable) to consider needed revisions.

### 12.3. Promotion and Tenure

12.3.1. Promotion and tenure are among the most important decisions a university makes and must be based on the expectation that the candidate is an engaged and effective teacher and mentor; is an active scholar; is contributing to their profession; is a valued contributor to the life of the university through service; and is participating in their community and profession by providing professional service. All Bargaining Unit Members are evaluated annually and at the time of tenure/promotion on teaching/librarianship/advising/, scholarship, and service in relation to university goals and needs and contributions to the discipline.

- 12.3.1.1. Success in achieving tenure and promotion requires that candidates present evidence making a strong case that they have achieved the criteria articulated in this contract, relative to the academic rank sought. While faculty Work Plans are evaluated on an annual basis, the Promotion and Tenure Portfolio provides a holistic view and demonstrates a body of work over a period of time.
- 12.3.1.2. All evaluators, both for annual evaluations and promotion and tenure decisions, are trained in the role of evaluation as well as all evaluation policies and procedures, including teaching observations.

### 12.3.2. Time to Tenure and Promotion

- 12.3.2.1. At the time of hiring, the University at its discretion may give the new Bargaining Unit Member credit towards promotion and tenure for prior years of collegiate teaching, but it shall be under no obligation to do so.
- 12.3.2.2. Credit for prior experience may be reduced at the request of the individual Bargaining Unit Member. This request can be made at any time before the sixth year of PSU employment.
- 12.3.2.3. Instructors in tenure-track lines are not eligible for tenure at the rank of Instructor. Instructors will not be promoted to Assistant Professor without the terminal degree in their fields. Instructors will have no more than two

academic years from the date of appointment to complete and obtain a terminal degree. Once such degree is obtained, the instructor shall automatically be appointed to assistant professor.

- 12.3.2.4. Assistant professors must apply for tenure and promotion during their sixth year of full time bargaining unit service at PSU unless credit toward tenure was granted when originally hired. Faculty granted time to tenure can defer going up for tenure until their sixth year of full time bargaining unit service at PSU. Successful tenure application by the sixth year of full time bargaining unit service at PSU is required. Faculty who do not achieve a positive tenure decision by the end of their sixth year of full time bargaining unit service at PSU will be granted a terminal one-year appointment.
- 12.3.2.5. If hired at the rank of associate professor or professor, faculty are eligible to apply for tenure consideration during their second year and must apply no later than their fourth year of full time bargaining unit employment at PSU.
- 12.3.2.6. Tenured associate professors are eligible to apply for promotion to professor during their sixth year or beyond of bargaining unit employment at that rank. Candidates should apply when they are able to provide convincing evidence that they have met the criteria for Professor in the areas of teaching/advising and librarianship, scholarship, and service.
- 12.3.2.7. In extremely rare circumstances, the time in rank or degree requirements may be waived for promotion. If it is determined at all evaluation levels that a candidate has a demonstrated record of excellence in all three of the following areas: teaching/librarianship, scholarship, service and a national reputation in their field of expertise, time in rank or degree requirements may be waived. Candidates considering early application for promotion shall consult the P&T committee and provost prior to applying.
- 12.3.2.8. **STOPPING THE TENURE CLOCK**

A tenure-track faculty member may be granted, upon request, a one-year extension of the time to tenure because of any of the following:

  - the birth of a child, adoption of a child, or becoming the foster parent of a child;
  - the need to devote substantial time to the care of a seriously ill or injured family member;
  - serious illness or injury of the untenured Bargaining Unit Member;
  - active military service as a member of the National Guard or Reserves;
  - an unpaid leave of at least one semester duration, including FMLA leave, that has been granted by the University;
  - other reasons for which there is a signed agreement between the University and the PSU-AAUP.



- 12.3.2.9. Under mitigating circumstances and after consultation with the Provost or designee, a second, one-year extension may also be granted.
- 12.3.2.10. A tenure candidate who has been granted an extension of the pre-tenure period shall be reviewed under the same academic standards as a candidate who has not had an extension.

12.3.3. Evaluation Levels, Process, and Timeline:

- 12.3.3.1. Candidates to be evaluated for promotion and/or tenure are to be evaluated at EACH level at PSU prior to submission of their applications to the USNH Board of Trustees in June. The levels are:

- Department/disciplinary P&T Committee,
- Evaluator,
- Provost,
- President

- 12.3.3.2. Candidates will be evaluated at each of the levels in the order listed. Each level of evaluation will conduct a fair, impartial, and thorough review of the candidate's Promotion and Tenure File, Promotion and Tenure Portfolio, and the recommendations made at previous evaluation levels.

- 12.3.3.3. Each evaluation level must provide an independent written recommendation, either for promotion and/or tenure or for no change in status, with a rationale for the recommendation. Each level's evaluation will be provided to the candidate and to the succeeding levels.

- 12.3.3.4. Timeline:

On or before the following dates, each level will communicate its recommendation in writing to the candidate and to the next level of evaluation.

OCT 15: Candidate submits promotion and tenure portfolio

NOV 15: Department or disciplinary P&T committee's recommendation due.

DEC 15: Evaluator recommendation due

FEB 15: Provost's recommendation due

APR 15: President's recommendation due

- 12.3.3.5. The President shall make a final recommendation to the Board of Trustees, and will report the final recommendation to the candidate. The President's final recommendation to the Board of Trustees and all recommendations from each level shall be filed in the candidate's personnel file, unless the candidate withdraws from consideration.

- 12.3.3.6. At any time prior to the President's final recommendation to the Board of Trustees, the candidate may withdraw from further consideration. Withdrawal shall be made in writing and shall be submitted to all levels that have reviewed the application. If a candidate withdraws from consideration, all recommendations submitted as part of the evaluation process prior to the time of withdrawal will be removed from the candidate's Personnel File.

12.3.4. Responsibilities of the Candidate:

- 12.3.4.1. Bargaining Unit Members should apply for promotion and/or tenure when they are able to make a compelling case that they have met the criteria for teaching and advising/librarianship, scholarship, and service at the rank of Associate Professor or Full Professor, as applicable.
- 12.3.4.2. Bargaining Unit Members who will apply for promotion and/or tenure must inform the evaluator and the Provost no later than April 15 of the academic year prior to the year of application. Bargaining Unit Members should declare their intent to apply.
- 12.3.4.3. Candidates who are to be evaluated for promotion and/or tenure must provide written permission for their personnel file to be made available for consultation by evaluators at all levels. Candidates should complete the Permission Form available on the website of the Office of Academic Affairs and submit it to the Human Resources Office by October 15 of the year of application.
- 12.3.4.4. Candidates must submit their completed electronic promotion and tenure portfolio in the university's accepted portfolio system to the department/discipline promotion and tenure committee by October 15 in the year of application.

12.3.5. Responsibilities of the Department/Discipline Promotion and Tenure Committee:

- 12.3.5.1. Department/discipline faculty will ensure that each department elects a standing Promotion and Tenure Committee Chair, regardless of whether there will be candidates applying
- 12.3.5.2. Departments/disciplines with candidates applying for promotion and/or tenure shall in the spring semester elect a five-member P&T Committee. Committee members must be tenured members of the faculty. A committee chair shall be elected who will inform the office of the provost of the committee membership. If a department/discipline does not have five tenured faculty available to serve on the Committee, the evaluator will consult with the provost to draw up a list of potential committee members from other departments/disciplines. From that list, the department faculty will vote on the remaining committee members.

12.3.6. Responsibilities of the Provost Office:

12.3.6.1. The Office of the Provost shall provide and track annual Promotion and Tenure training for the evaluators, and P&T Committee Chairs.

12.3.6.2. The Office of the Provost shall maintain a list of Bargaining Unit Members eligible for promotion and/or tenure, and the annual membership of P&T committee members.

12.3.7. Teaching Observations/Evaluations:

12.3.7.1. Once the candidates have submitted their promotion and tenure portfolio, the evaluator shall observe and evaluate the candidate's teaching. Such visits shall be arranged in advance. The observation will be shared with the candidate and placed in the candidate's portfolio.

12.3.8. Contents of the Promotion and Tenure Portfolio:

The purpose of the Promotion and Tenure Portfolio is to enable candidates to make a convincing case, with relevant supporting evidence, that they have met the criteria in the areas of teaching/librarianship, and advising, scholarship, and service. The documentation listed below is intended to help candidates present a full case to evaluators at every level, so that they may receive every consideration in the promotion and tenure process. Most of the materials in the Portfolio will be put there by the candidate.

12.3.8.1. Portfolio Contents added by the candidate:

12.3.8.1.1. Forms

- Completed forms from the Office of Academic Affairs
- Copy of permission form for Promotion & Tenure Committee members to access personnel file (original sent to Human Resources Office by October 15).
- Application form.

12.3.8.1.2. Updated Curriculum Vitae in approved format (available on the Office of Academic Affairs website).

12.3.8.1.3. Copies of the following documents since appointment (for promotion to Associate Professor and tenure) or since last promotion (for promotion to Professor):

- All work plans with annual evaluations.
- All reappointment letters
- All reports of teaching observations/evaluations.
- Copy of recommendation from pre-tenure review process.

12.3.8.1.4. Statements

12.3.8.1.4.1. Candidate's Statement on Teaching and Advising/Librarianship, in which the candidate describes how they meet the criteria for effective teaching and how this is demonstrated through the evidence provided in the Portfolio.

- 12.3.8.1.4.2. Candidate's Statement on Scholarship, in which the candidate describes how all of the criteria for scholarship are met through the evidence provided in the Portfolio.
- 12.3.8.1.4.3. Candidate's Statement on Service, in which the candidate describes how the materials in the Portfolio provide specific evidence that the criteria for service are met.
- 12.3.8.1.5. Evidence: Examples of evidence selected by the candidate that support the Statements on Teaching/librarianship and Advising, Scholarship, and Service, and make a compelling case that the candidate meets the criteria for Associate Professor or Professor. No single set of evidence can be prescribed to evaluate the quality of the candidate's teaching/ librarianship, advising, scholarship or service. The candidate must determine what evidence to use to make their case.
- 12.3.8.1.5.1. Evidence of effective teaching and advising/librarianship may include but is not limited to the following:
- Assessments by members of the candidate's department/discipline, evaluator, particularly if based on examination of course materials, team teaching experiences, observations of the candidate's teaching through class visitations, attendance at lectures given by the candidate or on the results of the candidate's teaching in courses prerequisite to those of other department members.
  - Evaluations of teaching or advising by students, appropriately documented and interpreted, for example through the use of student course evaluations, advising questionnaires, postgraduate surveys, etc.
  - Development by the candidate of new and effective techniques of instruction or assessment and instructional materials, including textbooks. This may also include the development and assessment of web-based courses and the effective transfer of current courses to a web-based format.
  - Evidence of course and syllabus development.
  - Publications by the candidate on teaching in respected journals.
  - Nominations, recognitions, and awards for distinguished teaching.
  - Evaluations from service-learning partners.
  - Evaluation of teaching by a co-instructor.

- Documentation of the utilization of active learning pedagogy by faculty professional development and instructional design staff.
- Other evidence deemed relevant by the candidate.

12.3.8.1.5.2. Evidence of the quality and impact of the candidate's scholarship may include but is not limited to the following:

- Copies of works disseminated to a wider audience (e.g., presentations, publications, workshops, performances, exhibitions)
- Publications (e.g., book, book chapter, peer-reviewed article, grant proposal, critical review or editorial in refereed journal, creative work, musical composition, editing music, research report, publication in trade or popular journal)
- Presentation or performance at regional or national meeting (refereed or invited)
- Examples of preliminary work that will lead to dissemination to a wider audience, such as: Research and experimentation for course development or improved pedagogy that will later be presented; Research, data collection, project preparation, research/creative/artistic works in progress
- Copy of grant proposal(s) or patent(s) submitted;
- Sample of development of new professional tools for use with clients/professionals outside the University;
- Digital media or reviews of commissioned art or musical composition;
- Other evidence deemed relevant by the candidate.

12.3.8.1.5.3. Evidence of the quality and impact of the candidate's service may include but is not limited to the following:

- Copies of reports, proposals, or other documents demonstrating meaningful contributions to the department and/or University;
- Letters of support from committee chairs, colleagues, and/or community members who have served with the candidate, providing specific examples of the nature, quality, and impact of the candidate's contributions and/or leadership;
- Copies of reports, proposals, or other documents

demonstrating meaningful contributions to the candidate's community and/or profession through the application of expertise (e.g., as officer, member of board of directors, program coordinator, editorial board member, journal reviewer, artistic adjudicator, consultant, etc., at the national, state, regional, or local level);

- Other evidence deemed relevant by the candidate.

12.3.8.1.6. Portfolio contents to be added by Promotion and Tenure evaluators after submission of application.

- Statement and recommendation of each evaluation level

12.3.8.1.7. A Bargaining Unit Member denied promotion and tenure may only grieve at the completion of the process and only over allegations that the procedures of this agreement have not been followed. They may not grieve the substantive decision as to whether or not promotion and tenure should have been granted.

If an arbitrator finds that the procedures were not followed, s/he cannot award tenure but may send the matter back to the university for a new review. The arbitrator in her or his discretion may order in certain cases that different faculty and/or administrators participate in the new review.

#### 12.3.9. Pre-Tenure Review Process:

*The pre-tenure process* is intended to serve as a formative evaluation for candidates on the tenure track. The purpose of the review is to give candidates feedback on their progress toward tenure and promotion.

12.3.9.1. The candidate shall submit an electronic portfolio that includes:

12.3.9.1.1. A short statement (6-10 pages) overview addressing the following:

12.3.9.1.1.1. How teaching/librarianship aligns with criteria for effective teaching/librarianship; areas of growth, improvement, or challenges in teaching/librarianship; a scholarship agenda and how it aligns with the engaged scholarship requirements including future plans; a brief description of meaningful service and how it meets the criteria; a description of how work supports the mission of the university.

12.3.9.1.2. Copies of observations and work plans

12.3.9.1.3. Summary of student feedback surveys

12.3.9.1.4. Evidence of scholarship and service

12.3.9.2. Timeline for pre-tenure review

*The Pre-Tenure Review should take place no sooner than the end of the tenure-track faculty member's second year and no later than the end of their third year at PSU. For candidates who were hired with credit toward tenure, the review should take place at the approximate mid-point to tenure application.*

Feb 15- portfolio due

April 15 – P&T committee summary and recommendations

- 12.3.9.3. The P&T Committee will review the materials submitted by the candidate. Based upon the evidence provided, the Committee will provide written feedback for each area (teaching and advising/librarianship, scholarship, and service) that includes comments on the candidate's progress toward tenure and promotion and recommendations for improvement. The P&T committee recommendations will be provided to the candidate and the evaluator, and will be placed in the personnel file. The candidate will include the committee's recommendations in their P&T application.

A positive pre-tenure review does not in any way bind the university to grant tenure to the Bargaining Unit Member when they are later reviewed for tenure.

- 12.3.9.4. Change of Promotion and Tenure Criteria

Bargaining Unit Members who were employed prior to the changes in this agreement on promotion and tenure criteria shall have up to three years from the date of the ratification of this agreement to follow the P&T criteria for teaching, service and scholarship outlined in the faculty handbook that predated this agreement. New faculty hired after the ratification of this contract and all tenure-track faculty three years post ratification shall follow the criteria outlined in this agreement.

Article 13:  
Professional Development Funds

13. PROFESSIONAL DEVELOPMENT FUNDS

- 13.1. The University recognizes the importance of supporting and encouraging bargaining unit faculty members to participate in professional development activities that enhance university instruction, contribute to scholarship, research, and creative endeavors, and/or assist essential service activities. Such professional development activities promote the University's academic mission.
- 13.2. Bargaining Unit Members may request time off to attend professional meetings and conferences during the academic year related to their faculty teaching or University responsibilities. Such requests shall not be unreasonably denied provided they arrange for coverage of their classes.
- 13.3. The University shall maintain a professional development fund to support professional development activities for bargaining unit faculty as described in Section 13.4 of this Article. The amount of money allocated for this fund shall be as follows:
- Bargaining unit members may be reimbursed for professional development activities up to \$800.
- 13.4. Professional development activities to be supported by the professional development funds allocated to Bargaining Unit Members include, but are not limited to:
- Presentations and/or attendance at conferences;
  - Membership and participation in professional organizations related to the Bargaining Unit Member's academic discipline, teaching responsibilities, and other job-related duties;
  - Purchase of books and/or other job-related resources;
  - Enrollment in workshops or training courses intended to strengthen the Bargaining Unit Member's job-related knowledge or skills;
  - Other activities that will enhance the Bargaining Unit Member's teaching, scholarship, and/or service.
- 13.5. "Professional development funds" does not include external grants or awards which have restrictions on use, or endowment funds which have restrictions on use. Faculty



who have grant funding will still be eligible for all professional development funds in this article.

- 13.6. Bargaining Unit Members, including those on sabbatical or professional development leave, shall have the right to access their allocated professional development funds while on leave. There shall be written guidelines that explicitly state the procedures for disbursement of the professional development funds.
- 13.7. A Bargaining Unit Member who wishes to roll-over their total allocation from one fiscal year to the other may do so by requesting in writing to forgo funds in one year for the purpose of combining with the following year. However, funds may be rolled for a maximum of one year.
- 13.8. The Provost may allocate additional funding to be used for professional development purposes consistent with any University resources and budgetary guidelines. For these funds, the Provost shall make final decisions on faculty applications as to whether to approve funds or not, taking into account the relevance and benefit of the proposed professional development purposes to the Bargaining Unit Member, the department, and the University.
- 13.9. New faculty will receive a minimum of \$2000 per year (ending fiscal year June 30<sup>th</sup>) professional development funding for the first two years of their appointment.
- 13.10. In all cases where a Bargaining Unit Member receives professional development funds, they must follow established University policies and procedures for institutional expenditures.
- 13.11. The University may at its discretion also make available additional funds to support research, scholarship, and creative activity through the Faculty Research Advisory Council (RAC). These funds will be distributed annually through the RAC. The RAC shall determine the criteria and procedures for faculty to apply for these professional development funds.

Article 14:  
Sabbatical & Other Professional Development Leaves

14. SABBATICAL AND OTHER PROFESSIONAL DEVELOPMENT LEAVES

14.1. Sabbatical Leave

14.1.1. Bargaining Unit Members are eligible for sabbatical leaves for professional improvement that will result in specific benefit to campus and/or the University System. The objectives of the University sabbatical leave program are to enhance the University educational environment and to promote the professional development of eligible Bargaining Unit Members by affording opportunities for sustained periods of concentrated research and study while free from regular on-campus obligations. The University and the individual Bargaining Unit Member share joint responsibility to ensure the effective use of sabbatical leaves to achieve these objectives. The award of a sabbatical leave is based on the expectation that the Bargaining Unit Member will utilize the period of the leave to add to the knowledge in the academic field, enhance teaching effectiveness, broaden fields of competency, or acquire other valuable professional experience on the expectation that the sabbatical will benefit the University and meet the criteria delineated in Section 14.1.1.2 of this Article. Appropriate means of achieving these aims include sponsored or unsponsored research, formal or informal study, or creative activity appropriate to one's responsibilities within the University.

14.1.1.1. Eligibility: Bargaining Unit Members with the rank of Assistant Professor and above shall become eligible upon the completion of six years of full-time service at the institution. Years of service shall count from the date of full-time appointment to the rank of Instructor or above or from the ending date of the previous sabbatical leave. All leaves of absence (with or without pay) shall be excluded in determining years of service for this purpose, as shall all years of less than full-time service.

14.1.1.2. Criteria: Applications for sabbatical leave shall be judged on the quality of the proposal; the relation of the project to the discipline, the department, and the University; the contribution of the project to the scholarly/professional activity and the teaching of the applicant; the expected results; including the impact on teaching and other activities.

14.1.1.3. Procedures: Applications for sabbatical leave shall be made to the Provost using a form and a timetable established by the Provost's office. The Provost shall decide in the case of each application whether or not to grant the sabbatical after measuring the application against the criteria stated.

14.1.1.4. Lengths of Sabbatical Leave: For faculty on an academic year appointment: one semester at full salary or two semesters at half salary. For faculty on 12-month appointment: up to six months at full salary or 12 months at half salary. In exceptional cases, shorter leaves at more frequent intervals (e.g., one semester's leave at half salary after three years) may be granted.

14.1.2. Conditions:

14.1.2.1. Recipients of sabbatical leaves are permitted to receive income for professional activities without prejudice to their receipt of income from the University System, provided the activity meets the criteria in 14.1.1.2 and is approved by the Provost.

14.1.2.2. Faculty who receive approval for sabbatical leave will be expected to return to employment immediately following the expiration of the leave. Upon return from leave, the Bargaining Unit Member is expected to submit a report summarizing the professional activities accomplished during the leave to the Provost.

14.1.3. Benefits: The salary used for the purpose of benefits calculation for a Bargaining Unit Member granted sabbatical leave will be the regular salary (base salary) at the time the leave begins. For extended leaves at half pay, the University will maintain its full contribution to fringe benefits if matched by the Bargaining Unit Member. Arrangements should be cleared in advance with the Human Resources Office.

14.2. Educational Leave

14.2.1. Leaves of absence for professional improvement are ordinarily reserved for those members of the faculty who have completed advanced academic preparation. Exceptional leaves to pursue advanced (terminal) degrees may be made at the discretion of the President if (1) completion of formal advanced study will strongly promote the interests of the University, and (2) the individual has shown substantial progress toward completing such study while employed at the institution.

14.2.2. Such leaves of absence for educational purposes will ordinarily be leaves without pay. Terms and conditions of these leaves will be subject to University and University System policies.

14.3. Other Professional Development Leaves

14.3.1. It may occasionally be in the best interests of the University and the Bargaining Unit Member to grant an individual a paid or unpaid leave to pursue a specific

project, e.g., a short-term retraining leave, an unpaid leave to enable a faculty member to participate in an exchange program, etc. Terms and conditions of these will be subject to University and University System policies.

Article 15:  
Salary

15. SALARY

15.1. Compensation Increases

15.1.1. Effective May 1, 2018, or upon ratification whichever comes last, the University shall set aside:

15.1.1.1. 1.5% of the total bargaining unit salaries as of December 31, 2017 to be distributed into the base salaries of individual Bargaining Unit Members. This shall be distributed in across the board increases.

15.1.1.2. An additional 1.0% of the total bargaining unit salaries as of December 31, 2017 will be set aside for selected individual one-time merit bonuses of various amounts as determined by the department chairs/discipline coordinators and deans/provost. Such bonuses will be distributed to selected faculty in the first pay period following ratification of the agreement by both parties.

15.1.2. Effective July 1, 2019, and July 1, 2020, the University shall set aside a total of 1.5% each year of the total bargaining unit salaries as of December 31, 2018, and December 31, 2019, respectively to be distributed into the base salaries of individual Bargaining Unit Members.

15.1.3. In addition to the 1.5% increases referred to in 15.1.2. above, in September of 2019 there will be an assessment of whether or not there is a positive margin in the University's overall financial picture. The basis for this assessment shall derive from the table "Condensed Information from the Statement of Revenues, Expenses and Changes in Net Position..." for PSU, prepared by the System office for the USNH Board at its September Board Retreat and published in the USNH Annual Report the following June. If operating revenues exceed operating expenses, as shown in the "Change in Net Position from Recurring Activities" line in that table, then:

15.1.3.1. If the University achieves a 1% positive margin, .5% of the base salary of unit faculty as of December 31, 2018 will be distributed into the base salary of each Bargaining Unit Member. For every 1% of positive margin thereafter, 0.5% of the base salary of unit faculty as of December 31, 2018, shall be distributed as one-time bonus money to each Bargaining Unit Member.

15.1.3.2. There will be a cap of 4% positive margin (i.e. if the positive margin is 4% or higher, compensation bonus shall not exceed 2% (.5% in base and up to 1.5% one-time bonus money).

15.1.3.3. Any such increases will be effective October 1, 2019 and bonuses will be paid out in the first pay period following November 1, 2019.

15.1.3.4. If operating revenues do not exceed operating expenses, there will be no salary increases/bonuses beyond the 1.5% base salary increase provided for in section 15.1.1.

15.1.4. During the summer of 2020, the same process as delineated above in section 15.1.3. will be used except the parties will use the base salary of unit faculty as of December 31, 2019. Any such increases will be effective October 1, 2020 and bonuses will be paid out in the first pay period following November 1, 2020

15.1.5. For the 2018-2019 academic year, no Bargaining Unit Member shall be paid below the following minimum for her or his rank:

- Instructor 57,000
- Assistant Professor 60,000
- Associate Professor \$75,000
- Full Professor \$88,000

## 15.2. Promotion

Upon promotion to a higher rank, a Bargaining Unit Member's annual base salary will be raised by the following or raised to the minimum salary for the new rank, whichever is greater:

- From Instructor to Assistant Professor: \$3000
- From Assistant Professor to Associate Professor: \$9,000
- From Associate Professor to Professor: \$11,000

15.3. Nothing in this Agreement shall preclude the University from providing base salary increases to members of the bargaining unit in excess of the amounts specified in this Article at any time, provided that such increases are for the purpose of countering, matching, or exceeding bona fide offers from other institutions. Further, nothing in this Agreement shall preclude the University from providing base salary increases for rewarding outstanding professional contributions to the University; to counter offers made by another institution to a current Bargaining Unit Member; or to address issues of pay equity. The Provost/Chief Academic Officer will make the final decision in his or her discretion as to whether to award such money and his/her decision shall not be grievable.

The Union shall be notified in writing of the amounts paid and of the specific reasons for the award. It is understood that while the University retains the right to award salary increases under this section, as indicated, it shall not be under any obligation to make such awards. Any awards made under this section shall not come out of any of the negotiated pools of money under this Article but shall be in addition to such negotiated amounts.

## 15.4. Overload rate

15.4.1. Effective July 1, 2018, or upon ratification whichever comes later, faculty will be compensated at the rate of \$1400 per credit for overload pay. Effective July 1, 2019, this rate will increase to \$1500 per credit.

15.4.2. Individual enrollments will be compensated at the rate of \$150/credit/student

Article 16:  
Benefits

16. BENEFITS

Unless otherwise qualified by this agreement, unit members shall receive the benefits approved and outlined in Board of Trustee or USNH policy. This includes policy governing eligibility for, and contribution levels to, benefits. See [USY V.A.2](#) and [USY V.A.4](#).

16.1. Medical Benefits

16.1.1. Flexible Benefit Plan: See [USY V.A.4.3](#) for effective date of benefits coverage, except that:

16.1.1.1. 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 2018 (as of 1/1/18)

16.1.1.2. Effective for plan year 2019 (as of 1/1/19), the following changes will occur:

16.1.1.2.1. Plan options and design for the HMO and POS will be replaced by three plan options, currently defined as Cigna Open Access 200/400, Open Access 500/1000, Open Access with Health Savings Account. The guiding principle for the design of the Open Access 200/400 Plan is equivalence with the existing status-quo plans. Namely, plan design, coverage, and related items such as reimbursement for athletic club fees of the Open Access 200/ 400 Plan will be identical to that of the existing plans.

16.1.1.2.2. The network will be a robust combination of regional and national networks. It is understood that USNH may from time to time issue a Request for Proposal 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.

16.1.1.2.3. 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.

16.1.2. Premiums

16.1.2.1. Effective for plan years 2019, the employee share of the premiums will be as follows:



	EE	EE+S	EE+C	EE+F
OAP 200/400	13%	17%	17%	20%
OAP 500/1000	10%	14%	14%	18%
OAP HSA	5%	9%	9%	13%

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

	EE	EE+S	EE+C	EE+F
OAP 200/400	13%	17%	17%	20%
OAP 500/1000	11%	15%	15%	19%
OAP HSA	5%	9%	9%	13%

16.1.2.2. 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.

16.1.2.3. All medical plan options offered by USNH are subject to vendor-initiated changes in coverage and cost.

## 16.2. Pharmacy Benefits

USNH shall provide Bargaining Unit Members and their dependents Pharmacy Benefits consistent with the benefits approved and outlined in USNH Benefit offerings.

## 16.3. Dental Benefits

16.3.1. USNH shall provide Bargaining Unit Members and their dependents Dental Benefits consistent with the benefits approved and outlined in USNH Benefit offerings.

16.3.2. All dental plan options offered by USNH are subject to vendor-initiated changes in coverage and cost

## 16.4. Vision Benefit

16.4.1. USNH shall provide Bargaining Unit Members and their dependents Vision Benefits consistent with the benefits approved and outlined in USNH Benefit offerings.

16.4.2. All vision plan options offered by USNH are subject to vendor-initiated changes in coverage and cost

16.5. Retirement

16.5.1. Contribution levels (refer also to 16.8.2.1. for description of Additional Retirement Contribution (ARC))

16.5.1.1. For all Bargaining Unit Members employed prior to June 30, 2011:

16.5.1.1.1. Standard Contribution: The standard contribution level provides for USNH to contribute 10% (plus 1% for those that chose ARC) and the Bargaining Unit Member to contribute 6%.

16.5.1.1.2. Initial Contribution Level: For the first full year of active participation in the USNH Retirement Plan, if a Bargaining Unit Member contributes 6%, the USNH contribution will be 6%.

16.5.1.1.3. The first pay period of the month after the first full year of active participation in the USNH Retirement Plan, the USNH contribution will be increased to 10%, plus 1% for those that are eligible for ARC.

16.5.1.2. For all bargaining unit members employed AFTER June 30, 2011 and prior to June 30, 2018:

	Bargaining Unit Member Contribution	USNH Matches
Standard Level	6%	10% (after first year)
Initial Level	6%	6%
Middle Level	4%-5.99%	6%
Alternate Level	2.5%-3.99%	4%

16.5.1.3. For all bargaining unit members who begin employment on or after July 1, 2018:

	Bargaining Unit Member Contribution	USNH Matches
Standard Level	6%	9% (after first year)
Initial Level	6%	6%
Middle Level	4%-5.99%	6%
Alternate Level	2.5%-3.99%	4%

16.5.2. Supplemental Retirement Account (SRA). A Bargaining Unit Member may make an additional individual contribution to the regular retirement program or to an SRA for any USNH authorized program.

16.5.3. Transition to Retirement: A tenured Bargaining Unit Member wishing to transition to full retirement may APPLY for TRANSITION 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

16.5.3.1. The application requires approval of the Provost. The Bargaining Unit Member must reduce employment to part-time (not to exceed 50 percent time). The Bargaining Unit Member's salary base will be pro-rated based on the percent time of employment. Participating Bargaining Unit Members will be eligible to continue their USNH group medical and dental coverage at the same contribution rate as a full-time Bargaining Unit 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 Bargaining Unit Member will become eligible for retiree medical benefits, if previously elected. Medical coverage will continue for retirees age 62 through 65 (see Article 16.8.1).

The Bargaining Unit Member's supervisor, subject to the approval of the Provost, shall make the Bargaining Unit Member's workload assignments based on the part-time appointment. The Bargaining Unit 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 individual may collect his/her retirement income (TIAA, Fidelity) while continuing to be employed in the part-time status position.

16.5.4. Deferred Compensation. Bargaining Unit Members 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.

16.5.5. Intent to retire.-A Bargaining Unit Member 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 Bargaining Unit 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.

16.6. Plymouth State University will adhere to the following guidelines when they offer a Separation Incentive Program (SIP):

16.6.1. 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.

16.6.2. Requirements

16.6.2.1. A tenured Bargaining Unit Member will be eligible to apply for the separation incentive program if s/he has ten (10) or more years of full-time service in the USNH, is at least fifty-nine and one-half (59.5) years old as of effective date of retirement, 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.

16.6.2.2. By January 1, at its discretion, the University may announce its intention to approve separation incentive program (SIP) awards, provided they are awarded in order of eligibility index.

16.6.2.3. Bargaining Unit Members interested in being considered for a SIP will notify the Office of Human Resources by March 1.

16.6.2.4. Notification of the disposition of the application will be made to the Bargaining Unit Member by March 30 with a retirement date at the end of the spring semester.

16.7. Leaves of Absence with Pay

16.7.1. Sick Leave and Interim Disability. When Bargaining Unit 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 to HR is required unless the absence exceeds one (1) month.

16.7.1.1. Sick Leave. For absences of more than one (1) month, accrued sick leave

may be used to replace salary. Bargaining Unit Members 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.

- 16.7.1.2. 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 Bargaining Unit 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).
- 16.7.1.3. Family and Medical Leave Act (FMLA). For Bargaining Unit 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.
- 16.7.1.4. Return to Work. Medical documentation supporting the Bargaining Unit Member's ability to perform the essential functions of the job is required prior to return to work.

#### 16.7.2. Family Leave

- 16.7.2.1. Twelve weeks of unpaid leave may be taken for any qualifying event under the Family and Medical Leave Act of 1993 (FMLA).
- 16.7.2.2. Bargaining Unit Members 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 16.7.3.). 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 Bargaining Unit Member's household.
- 16.7.2.3. Time spent on family leave status does not count as full-time for tenure or sabbatical purposes.

#### 16.7.3. Parental Leave

- 16.7.3.1. Parental leave is defined as leave by reason of the birth of a child of a Bargaining Unit Member or the placement of a child age sixteen (16) years or younger with a Bargaining Unit Member in connection with the adoption of such child by the Bargaining Unit Member.
- 16.7.3.2. Bargaining Unit 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.
- 16.7.3.3. A Bargaining Unit Member shall inform his/her supervisor in writing, as early as possible, of the intent to use parental leave. A Bargaining Unit Member returning from parental leave will meet with his or her supervisor to

discuss the particulars of their post-leave workload assignments. If the Bargaining Unit Member decides to return to work prior to the end of the twelve (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.

- 16.7.3.4. Parental leave will replace post-natal pregnancy-related disability leave (USYV.A.4.13.6, see also 16.7.1.2). Pre-natal pregnancy-related disability leave is available only under the policies outlined in USY V.A.13.6, see also 16.7.1.2.
- 16.7.3.5. If the Bargaining Unit Member has unused accrued sick leave, the period of parental leave shall first include the use of accumulated sick leave.
- 16.7.3.6. Paid leave taken under this provision shall run concurrently with any leave granted under the Family and Medical Leave Act of 1993.
- 16.7.3.7. Time spent on parental leave status does not count as full-time for tenure or sabbatical purposes.

#### 16.7.4. Special Considerations.

- 16.7.4.1. A Bargaining Unit Member may request release from teaching assignments for the balance of the semester when a qualified medical, family or parental leave will be three (3) or more weeks during the semester. In this case, the Bargaining Unit Member's supervisor, the Bargaining Unit Member, and Provost will determine alternate work assignments for the period following the qualified leave. Specific expectations of the alternate work assignment will be approved by the Provost.

(see PSU policy PSU.V.C.1.3.1 <https://www.usnh.edu/policy/psu/v-personnel-policies/c-employment>)

#### 16.7.5. Vacation for 12-month Faculty

- 16.7.5.1. The accrual rate for 12-month Bargaining Unit Members is one and a half (1.5) days per month in the first five years of employment and two (2) days per month after five years of employment.
- 16.7.5.2. 12-month Bargaining Unit Members may use vacation leave in increments of one-half day or more. Planned use of vacation/personal leave must have the approval of the supervisor prior to taking the leave. Vacation time may be used without prior approval when personal emergencies prevent prior approval. In such cases, the Bargaining Unit Member is responsible for notifying the supervisor of the absence due to a personal emergency. If the vacation includes an approved holiday, he/she will receive holiday pay, and the time will not be charged as vacation/personal leave.
- 16.7.5.3. Vacation may not be used to extend employment beyond the last day of work. All unused vacation days up to thirty days will occur by the pay date for the pay period in which the final date of employment occurs or the end of the next scheduled pay period depending on the amount of notice provided,

and will be paid to the 12-month Bargaining Unit Member (or his/her estate in the case of the individual's death) if the termination occurs under normal circumstances and does not involve an act that demonstrates unfitness for continued employment within the University System, such as theft or immoral conduct.

- 16.7.5.4. Maximum Balance. The maximum balance at the end of each month is 45 days, but the days accumulated over 30 days will have no cash value. The maximum number of days for payout at termination, including retirement, will be 30 days.

#### 16.7.6. Modified-Duties Assignments

- 16.7.6.1. At the discretion of a Bargaining Unit Member's program/discipline coordinator, with the approval of the Provost and attention to curricular needs, paid modified-duty workload assignments may be available for up to two semesters to Bargaining Unit Members dealing with qualifying events under the Family and Medical Leave Act. Bargaining Unit 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.
- 16.7.6.2. Bargaining Unit Members must submit in writing to the his or her supervisor the basis of the request and a probable duration of the Bargaining Unit Member's requested modification. The Bargaining Unit Member shall provide the University with written certification that meets FMLA certification requirements of the qualifying reason for the Bargaining Unit Member's requested modification.
- 16.7.6.3. For purposes of annual review, or merit pay allocation, Bargaining Unit Members should be evaluated on the performance of duties assigned.
- 16.7.6.4. A Bargaining Unit Member returning from modified duties assignment will be expected to return to his/her normal workload assignments and will meet with his or her supervisor to discuss the particulars at least 60 days before returning from Modified-Duties Assignments.

#### 16.8. Retiree Medical Options

##### 16.8.1. Medical coverage for Retirees Age 62 through 65.

- 16.8.1.1. Bargaining Unit 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 offered to active employees until he/she is eligible for Medicare coverage the first of the month of the retiree's 65th birthday as described below.

Bargaining Unit Members will pay the same cost-share rate as active Bargaining Unit Members to continue coverage.

## 16.8.2. Retiree Medical after age 65

- 16.8.2.1. Bargaining Unit Members hired on or before 6/30/95 had a one-time choice among: Additional Retirement Contribution (ARC); or USNH Medicare Complementary Plan (MCP)
- 16.8.2.2. Bargaining Unit Members who chose “ARC” as part of the 6/30/94 options and those who were hired and enrolled in the USNH 403(b) Retirement Plan between 6/30/94 and 10/1/12 shall continue to be eligible for ARC
  - 16.8.2.2.1. “ARC” is a 1% contribution based on the Bargaining Unit Member’s regular budgeted earnings to the individual’s TIAA or Fidelity retirement account. It is in lieu of any USNH retiree Medicare Complementary Plan. A Bargaining Unit 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.
- 16.8.2.3. Bargaining Unit Members who chose MCP as part of the 6/30/95 options shall continue to be eligible for MCP as described in the “Medicare Complementary Plan Summary Plan Description” revised July 1, 2017.

## 16.9. Tuition

- 16.9.1. Effective July 1, 2002, the University System shall provide tuition waiver benefits as described in USNH Benefit policy, with the following exceptions:
  - 16.9.1.1. The Provost may authorize, on a case-by-case basis, in the written offer letter that a Bargaining Unit Member and his/her dependent will be eligible for a tuition waiver in the first year of employment.
- 16.9.2. Tuition for Dependent Children of Deceased Faculty

In the event that an actively employed Bargaining Unit 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.
- 16.9.3. Tuition Benefits for Dependents of Retired Faculty
  - 16.9.3.1. Spouses and dependent children of Bargaining Unit Members who retire from PSU will be eligible for a scholarship from PSU equal to one-half the current in-state tuition rate for any of the regular credit courses offered by the University.
    - 16.9.3.1.1. 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 Bargaining Unit retiree for more than half of their financial support.
    - 16.9.3.1.2. 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.
  - 16.9.3.2. PSU 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).



16.10. Long-Term Care Insurance

The University agrees to provide an option for Bargaining Unit Members 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 Bargaining Unit 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.

16.11. Group Life Insurance shall be available to Bargaining Unit Members with a minimum benefit of 1.5 times the annual salary of each member consistent with the benefits approved and outlined in USNH Benefit offerings.

16.12. Accidental Death and Dismemberment

USNH shall provide Bargaining Unit Members Accidental Death and Dismemberment benefits consistent with the benefits approved and outlined in USNH Benefit offerings.

16.13. Dependent Care Flexible Spending Account

16.13.1. The University shall provide Bargaining Unit Members with access to an optional, "pre-tax" dependent care flexible spending account.

Article 17:  
Discipline

17. DISCIPLINE

*NOTE: This section replaces entirely Section 2.9 E and F of the Faculty Handbook*

- 17.1. The University agrees that no Bargaining Unit Member shall be suspended without pay or discharged without just cause. Discharge shall be defined as the termination of a tenured faculty member or the termination of a faculty member's appointment prior to the expiration of that appointment. However, termination of tenured faculty for financial, programmatic or other administrative considerations shall not be covered by the just cause provisions of this Article, but instead are addressed in Article 19, Retrenchment.
- 17.2. Discipline may include written warnings which will not be issued arbitrarily or capriciously. The Bargaining Unit Member will receive a copy of any written warning and such warning will be placed in the Bargaining Unit Member's personnel file. Any such warning will specifically state that it is a written disciplinary warning.
- Concerns over a Bargaining Unit Member's performance, as opposed to misconduct, will be handled in accordance with the Evaluation Article 12. As a general principle, a Bargaining Unit Member will be promptly informed about any administrative judgment about her or his conduct or performance.
- 17.3. Discipline shall not include oral counseling or verbal reprimands, nor shall it include performance reviews. Such matters are not grievable under this Agreement.
- 17.4. At the President's discretion, a Bargaining Unit Member 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.
- 17.5. In cases where the administration is conducting an investigatory interview that the Bargaining Unit Member reasonably believes may lead to discipline, the Bargaining Unit Member shall have the right to have an Association representative present at the meeting. The administration shall provide a reasonable notice of such meetings and the allegations to be discussed at the meeting.
- 17.6. Where appropriate, the University may also require as part of disciplinary action restitution, appropriate training or counseling or other remedial action. The University reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct or misconduct that is believed to constitute a violation of law.

Article 18:  
Intellectual Property Policy

18. INTELLECTUAL PROPERTY POLICY

18.1. Intellectual Property

The parties to this agreement affirm, and agree to abide by, the terms of the current PSU Intellectual Property Policy as negotiated between the administration and faculty, and endorsed by the PSU Faculty on November 5, 2014 until such time as a revised policy is vetted on campus and receives endorsement of the Faculty Welfare Committee and the Administration. Once any new policy has been endorsed by the full faculty and approved by the Administration, it shall become effective and binding on all bargaining unit members.

The current policy can be found at <https://www.plymouth.edu/engagement/wp-content/uploads/sites/162/2017/11/PSU-Intellectual-Property-Policy-Original.pdf>

Article 19:  
Retrenchment

19. RETRENCHMENT

*NOTE: This Article replaces any Faculty Handbook language (e.g. Section 2.9 F)*

- 19.1. Retrenchment of tenured faculty may occur as a result of:
- 19.1.1. financial exigency, which is defined as “an imminent financial crisis that threatens a system unit in its entirety as an educational institution and which cannot be alleviated by less drastic means” than the termination of tenured faculty appointments. There must be an official declaration of financial exigency by the Board of Trustees before any Bargaining Unit Member may be terminated due to financial exigency. See section 8 of this article for more on financial exigency.
  - 19.1.2. program curtailment, which is defined as a reduction in or the elimination of a major or minor due to insufficient enrollment, consistent inability to find/keep qualified faculty, or if the university significantly changes institutional direction or mission. Any program curtailment shall follow established governance procedures, which include advisory votes by both the Curriculum Committee and full faculty. Such faculty votes are important to the process but shall not limit the administration’s right to make final decisions on program curtailment.
- 19.2. Retrenchment shall be applied as hereinafter set forth. The provisions of this Article only apply to tenured faculty.
- 19.3. The University retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment, and the programs and disciplines, within which retrenchment shall take place following consultation with faculty.
- 19.4. Before any proposed retrenchment, the President will confer with the PSU-AAUP and the Faculty Steering Committee and other appropriate representative bodies, provide opportunity to participate fully in relevant discussions pertaining to proposed retrenchment, and make available to the Association any financial or other data relating to the decision to retrench.
- 19.5. The administration shall consider institution-wide options, alternatives to involuntary termination, and department/unit level alternatives, including but not limited to attrition, reduction of non-tenured faculty, voluntary reassignment of faculty to other units of the institution (provided they are suitably qualified), expenditure of one-time money or reserves such as bridge funding, furloughs, deferred-compensation plans, early-retirement packages, deferral of nonessential capital expenditures, cuts to non-educational programs and services, (including expenses for administration), and other options. The utilization of such options, or

decisions not to utilize such options, are left to the discretion of the administration. However, the University will negotiate with the Union regarding the impact of any such alternatives.

- 19.6. Factors for Determining Faculty to be Selected. After considering the above alternatives and when the discontinuance of a tenured faculty position becomes necessary, the following factors (not necessarily listed in priority order) shall be considered when identifying tenured faculty who may be recommended for termination.
- Projected program and staffing needs
  - Qualifications of current Bargaining Unit Members
  - Teaching/librarianship performance as determined by work plan evaluations
  - Seniority with the University
  - Affirmative action goals in light of proposed reductions
- 19.6.1. When all such factors are equal, faculty with the least seniority shall be terminated first. In specifying these terminations, the President will be guided by the principle that a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure except where a serious distortion of the academic program would otherwise result.
- 19.7. Options for Assistance. The administration will offer various options for assistance to faculty who may be retrenched. These include but are not limited to:
- 19.7.1. Referral to out-placement such as the campus career services support office or campus-offered resume writing training programs.
  - 19.7.2. Offer of reasonable time off with pay during notice period to pursue other employment opportunities.
  - 19.7.3. Continuation of tuition benefit for degree program(s) in which the Bargaining Unit Member and/or dependents are currently enrolled.
  - 19.7.4. Assistance in developing interview skills.
  - 19.7.5. Access to library for up to six (6) months beyond date of termination.
  - 19.7.6. Continuation of recreation and parking sticker pass for up to six (6) months beyond date of termination.
  - 19.7.7. Continuation of discount eligibility at the bookstore, sporting events, etc. for up to six (6) months beyond date of termination.
  - 19.7.8. Continuation of campus email for up to six (6) months beyond date of termination.
- 19.8. Persons removed as a result of retrenchment shall be advised of the opportunity for re-employment in the same position at the University for three (3) years succeeding the retrenchment year and shall be entitled to that position. Persons removed as a result of retrenchment may apply for other bargaining unit positions at the University which may become vacant for three (3) years succeeding the

retrenchment year. The University shall not make new appointments in the same program within two (2) years, without first offering the position to qualified faculty who have been retrenched. The administration shall determine whether or not a retrenched Bargaining Unit Member is qualified but shall not make such a determination arbitrarily or capriciously. In addition, a new non-tenure track position shall not be created to replace that position for two (2) years from the date the Bargaining Unit Member who held that tenure track position was terminated.

- 19.9. The Bargaining Unit Member so reinstated or appointed under section 19.8 above shall not lose any of his/her previous seniority; however, s/he shall not accumulate seniority while retrenched. Any such offer of reinstatement or appointment under Section 19.8 above must be accepted within twenty (20) days of receipt of such offer. Faculty who are retrenched have an obligation to maintain with the University their current mailing address.
- 19.10. The notification of termination period for faculty with tenure shall be a minimum of 18 months.
- 19.11. In all cases of Retrenchment for any reasons, decisions made regarding terminations of tenured faculty members are subject to grievance procedures only on the grounds of procedural errors.
- 19.12. There shall be no retrenchment for the duration of this contract.

Article 20:  
Safety and Health

20. SAFETY AND HEALTH

- 20.1. The University shall provide Bargaining Unit Members with safe and healthy conditions of work consistent with its obligations under OSHA and any other applicable state, federal or local law or regulation. The University and Union agree to notify each other promptly, but usually within forty-eight (48) hours, whenever a health or safety-related issue comes to their attention. A Bargaining Unit Member also has an obligation to notify the University whenever a health or safety-related issue comes to his or her attention. All members of the bargaining unit have a responsibility to comply with existing health and safety standards; to attend training sessions on environmental protection, safety and health matters required by state or federal law or University policy; and to ensure that the employees and students they supervise demonstrate safe work practices and have received the appropriate mandated safety training.
- 20.2. The University shall ensure that faculty have reasonably safe access to University facilities when the University is open by maintaining clear walkways, steps, building entrances, and parking lots.
- 20.3. A Bargaining Unit Member has the right to decline a task if a perceived imminent\* health or safety threat work condition exists and shall immediately contact their supervisor and the Office of Environmental Health & Safety. If it is an emergency situation that requires immediate attention, bargaining unit members will call 911 and/or the University police. The Office of Environmental Health & Safety shall investigate all reports brought to its attention and shall provide a recommendation for next steps to the supervisor, who will in turn provide direction to the faculty member regarding resumption of work at the site or alternative arrangements. All other workplace hazards of a non-emergency nature that the Bargaining Unit Member has been unable to correct through department/unit resources, or requires action or remediation, should also be reported to the Office of Environmental Health & Safety, as applicable, for their investigation and recommendations.

\*Imminent danger is defined as a workplace hazard that puts the employee or students at immediate risk of death or serious physical harm.

Article 21:  
Deduction of Dues and Agency Fees

21. DEDUCTION OF DUES AND AGENCY FEES

- 21.1. As of August 13, 2018, bargaining-unit members shall be required, as a condition of employment
- 21.1.1. to become members of the PSU-AAUP or
  - 21.1.2. to tender to the PSU-AAUP a prescribed agency fee equal to a PSU-AAUP-determined percentage of local and national AAUP dues, or
  - 21.1.3. to obtain Conscientious Objector status and contribute an Alternate Fee equivalent to full local and national AAUP dues to a PSU-AAUP managed fund for one or more of the purposes below:
    - 21.1.3.1. PSU-AAUP-sponsored scholarships for PSU students, or
    - 21.1.3.2. PSU-AAUP-PSU faculty development.
  - 21.1.4. The amounts allocated or expended for any of these purposes shall be at the discretion of the PSU-AAUP Executive Committee.
- 21.2. Union 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 PSU-AAUP through the University to all bargaining unit members and to new hires at the time an offer of appointment is tendered.
- 21.3. Notification of forms signed by new hires must be sent to the PSU-AAUP within 90 days of their first day of their employment.
- 21.4. Conscientious Objector Status
- 21.4.1. 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, he/she may file an application for Conscientious Objector status with the PSU-AAUP. Such application must be accompanied by appropriate documentation and a signed continuing payroll deduction authorization form, and must be received by PSU-AAUP on or before the dates specified in 21.3.
  - 21.4.2. Within thirty days of receipt of an application for Conscientious Objector status, the PSU-AAUP Executive Committee will review the merits of the application and notify the applicant of the Executive Committee's acceptance or rejection of the application.
- 21.5. Change of Status: Bargaining-unit members may change their status to a Union member, Agency Fee payer, or Conscientious Objector at any time. The change to Union member or Agency Fee payer is accomplished by requesting a new continuing payroll deduction form from the PSU-AAUP and returning the signed form to Human Resources on or before the dates specified in 21.3. If a bargaining-unit member wishes



to change to Conscientious Objector status, he/she must apply in accordance with 21.4.

- 21.6. 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 21.3, the PSU-AAUP 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 (30) days to correct the delinquency by tendering to the PSU-AAUP a lump sum payment equal to the Union dues or Agency Fee and a duly executed authorization for Union dues or Agency Fee to take effect the following year.
- 21.7. If a bargaining-unit member who is required to do so fails to correct the delinquency within the thirty (30) days specified in 21.6, the PSU-AAUP 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 PSU-AAUP, 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.
- 21.8. The suspension of a bargaining-unit member without gross pay pursuant to 21.7 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.
- 21.9. The University shall render to the PSU-AAUP an administrative fee in an amount equal to three-quarters (3/4) of the PSU-AAUP local and national dues for each bargaining-unit member who is suspended pursuant to 21.7. Payment shall be made within 30 days upon the conclusion of each suspension.
- 21.10. The PSU-AAUP 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.

Article 22:  
Savings Clause

22. SAVINGS CLAUSE

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

Article 23:  
Duration

23. DURATION

23.1 This agreement, except as otherwise provided herein, shall continue in full force and effect until 11:59:59 pm, June 30, 2021, 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.

Signatures

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

Plymouth State University – AAUP

Plymouth State University of the University System of New Hampshire

By \_\_\_\_\_

By \_\_\_\_\_

Jeremiah Duncan

John Small

Associate Professor

Chair, Board of Trustees

President, PSU-AAUP

University System of New Hampshire

By \_\_\_\_\_

By \_\_\_\_\_

Scott Coykendall

Todd Leach

Associate Professor

Chancellor, University System of New Hampshire

Chief Negotiator, PSU- AAUP

By \_\_\_\_\_

By \_\_\_\_\_

Liz Ahl, Professor

Donald Birx

Negotiating Team, PSU- AAUP

President, Plymouth State University

By \_\_\_\_\_

By \_\_\_\_\_

Ann McClellan, Professor

Nicholas DiGiovanni

Negotiating Team, PSU- AAUP

Chief Negotiator

By\_\_\_\_\_

Elliott Gruner, Professor

Negotiating Team, PSU- AAUP

By\_\_\_\_\_

Gail Mears

Dean, College of Health and Human Services

By\_\_\_\_\_

Alice Pearman, Assistant Professor

Negotiating Team, PSU- AAUP

By\_\_\_\_\_

Tracy Claybaugh

VP for Finance & Administration

By\_\_\_\_\_

Justin Wright, Assistant Professor

By\_\_\_\_\_

Caryn Ines

Director of Human Resources

By\_\_\_\_\_

Julie Bernier, Professor

Director of Faculty Relations