2013 - 2016
Collective Bargaining Agreement
Covered Adjunct Faculty

CCSNH Board of Trustees
&
State Employees' Association
Of New Hampshire
Service Employees International Union
Local 1984

September 25, 2013 – June 30, 2016

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PREAMBLE
COLLECTIVE BARGAINING AGREEMENT

This Agreement between the Board of Trustees of the Community College System of New Hampshire, hereinafter referred to as the "CCSNH", and the State Employees' Association of New Hampshire, Inc., SEIU Local 1984, CTW, CLC, hereinafter referred to as the "Association", collectively referred to hereinafter as the "Parties".

It is the intent of the Parties to encourage harmonious relationships between the Covered Adjunct Faculty and the Administration to promote the welfare of the student body and to improve the quality and effectiveness of the CCSNH by expecting the highest standards of excellence in instruction, services, and operations. It is recognized by the Parties that mutual benefits are to be derived from continual improvement as institutions of higher learning and the fair and equitable treatment of all members of the educational community. The CCSNH and the Association recognize and affirm their commitment not to discriminate against anyone because of race, color, religion, national origin, age, sex, disability, genetic information, veteran's status, marital status, sexual orientation, political affiliation, lawful political activity, or membership or non-membership in, or lawful activities on behalf of the Association.

It is the intent and purpose of the Parties to this Agreement as made and entered into this [date] to set forth agreements reached between the CCSNH and the Association with respect to the terms and conditions of employment for covered adjunct faculty in the bargaining unit described by the NH PELRB and to provide a means of amicable discussion and adjustment of matters of mutual interest.

ARTICLE 1
DEFINITIONS

A. Covered Adjunct faculty:	Any member of the bargaining unit except where otherwise limited.
B. Association:	The term Association as used in this Agreement refers to the State Employees' Association of New Hampshire, Inc., SEIU Local 1984, CTW, CLC ("SEA"), its officers and agents. The SEA serves as the exclusive bargaining representative of covered adjunct faculty.
C. Association Representative:	A member of the Association, who has been designated as a representative by the Association or a staff person of the Association.
D. Bargaining Unit:	The bargaining unit consists of all adjunct faculty who are employed by the CCSNH and who have taught at least five semesters in the last five years or who have currently begun their fifth semester of teaching and have taught four semesters within the last five years. The unit shall exclude any CCSNH employee who (1) already holds a full or part-time appointment as a faculty, administrative, professional, technical, or operating staff member with the CCSNH, and who is currently covered by an existing collective bargaining agreement; or (2) already

holds a managerial and/or confidential position and is excluded from the existing collective bargaining agreement. A semester includes Fall and Spring semesters only.

E. Chancellor: The Chancellor of the Community College System of New Hampshire or an individual acting in that capacity as duly appointed by the Board of Trustees in accordance with NH RSA 188-F, as amended.

F. College President: The President of a Community College or an individual acting in that capacity as duly appointed by the Board of Trustees in accordance with NH RSA 188-F, as amended.

G. Board: CCSNH Board of Trustees as established in accordance with NH RSA 188-F, as amended.

H. CCSNH: The Community College System of New Hampshire, as established pursuant to RSA 188-F, as amended. The CCSNH currently comprises seven independently accredited colleges and a System Office encompassing the Office of the Chancellor.

I. College: The administration and all facilities and properties now or hereafter established by the Community College System of NH. The colleges within the CCSNH currently include White Mountains Community College ("WMCC"), River Valley Community College ("RVCC), NHTI, Concord's Community College ("NHTI"), Lakes Region Community College ("LRCC"), Manchester Community College ("MCC"), Nashua Community College ("NCC"), and Great Bay Community College ("GBCC").

J. PELRB: New Hampshire Public Employee Labor Relations Board.

ARTICLE 2
RECOGNITION

A. The CCSNH recognizes the Association as the exclusive bargaining representative for covered adjunct faculty who meet the criterion as defined by law and as more accurately described in NH PELRB Decision #2011-074, as amended.

B. The Association recognizes the responsibility of representing the interest of all covered adjunct faculty in the bargaining unit without discrimination for the purpose as set forth in the Agreement.

C. An adjunct who fails to be available for an appointment for four (4) consecutive semesters shall no longer be considered a member of the bargaining unit.

D. A faculty member who retires from a full-time teaching position within CCSNH and is hired as an adjunct faculty member within a period of one year following his/her retirement may enter the bargaining unit in his or her first semester of adjunct teaching.

E. During the duration of this Agreement, the CCSNH shall not enter into any agreements, regarding employment relations matters with any other organization or individual purporting to represent covered adjunct faculty in the bargaining unit, or engage in any type of conduct, which would imply recognition of any group other than the Association as a representative of the covered adjunct faculty in the bargaining unit.

F. Nothing in this section shall prevent the CCSNH from discussing matters of mutual concern with covered adjunct faculty.

G. The provisions of this Agreement shall be applied equally to all covered adjunct faculty.

ARTICLE 3
MANAGEMENT RIGHTS

The parties agree that all the rights and responsibilities of CCSNH, its Colleges, and the CCSNH Board of Trustees, which have not been specifically provided for or limited by this Agreement or limited by law shall be retained at the sole discretion of the CCSNH Board of Trustees, or as may be delegated. Except as modified by this Agreement, such rights and responsibilities shall include but are not limited to the following:

A. The right to manage, direct and control its programs, services, and operations in all particulars and to take such action as is necessary to maintain the efficiency and effectiveness of the CCSNH operations.

B. The right to direct, supervise, and train employees; to determine qualifications, hiring criteria, standards of work and curriculum; to appoint, assign, schedule, transfer, evaluate, promote, and retain employees; to determine the need for and number of employees to be hired; to establish standards of productivity and performance; to grant leaves; and to suspend, discharge, or take other disciplinary actions against an employee.

C. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the CCSNH's programs, services, and operations are to be conducted.

D. The right to determine the organizational structure of the CCSNH and its colleges.

E. The right to take whatever actions as may be necessary to carry out the mission of the CCSNH and its colleges in situations of emergency, the determination of such situations to be the prerogative of the CCSNH, provided that the CCSNH shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment. For the purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the CCSNH and its colleges, the employee(s), or the general public.

F. The right to make rules, regulations, and policies and to require compliance therewith. Such rules, regulations, and policies shall be consistent with the provisions of this Agreement.

G. The right to privatize or contract out programs, services, and operations as deemed appropriate to maintain a well-coordinated and efficient system of community colleges. The Association may confer with the CCSNH on such matters and alternatives pursuant to Article 4.A.1 of the Agreement.

ARTICLE 4
ASSOCIATION RIGHTS

A. *CCSNH – Association Communication*

1. The Parties recognize their mutual obligation to meet and confer regarding matters arising out of the employment relationship between the employer and covered adjunct faculty. It is agreed that the CCSNH Administration and Representatives of the Association shall endeavor to meet periodically to discuss issues of mutual concern.

2. The CCSNH agrees to allow the Association and covered adjunct faculty the use of its messenger mail service and electronic mail system(s) for internal Association business, provided that said mailings are clearly identified as the business of the Association and that such use of the electronic mail system(s) is conducted in accordance with the CCSNH computer use policies and procedures.

3. The Association shall have the right to post, at designated places on college campuses in accordance with the College's protocols for posting, notices relevant to official Association business. Each CCSNH College shall provide the designated SEA steward with the locations for the position of official Association notices. CCSNH shall permit the Association to post meeting notices on the College's weekly or monthly calendar.

4. By September 30 and February 15 of each year, the CCSNH shall provide to the Association a list of all eligible adjunct faculty who meet the established criterion of having completed five semesters of teaching service within a five year period or who will start his or her fifth semester of teaching service within a five year period with a CCSNH College. The information provided shall include:

    - Employee's Name
    - College Address
    - Date of Employment
    - CCSNH Employee Identification Number

5. The CCSNH agrees to recognize seven (7) adjunct faculty Stewards, one designated for each CCSNH college, as duly authorized by the Association to perform duties on behalf of the Association. The Association shall furnish the CCSNH Director of Human Resources with a list of the Stewards representing covered adjunct faculty by September 1 each year. Updated information pertaining to Steward appointments shall be provided as applicable.

6. A covered adjunct faculty shall be entitled to Association representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Association representative's role at an investigative interview or meeting is to consult with the employee. The CCSNH is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten", "Garrity", and "Loudermill" and other applicable case law shall be observed.

7. The CCSNH shall provide to the Association, upon its written request to the CCSNH Director of Human Resources, such information and data as are necessary for collective bargaining with the following stipulations:

a. Such information will be made available within reasonable time frames, normally within fifteen (15) calendar days of said request.

b. The CCSNH shall not be obliged to prepare or to otherwise produce such information and data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.

c. The Association shall pay for the copying costs when requested by the CCSNH.

d. This process is to be used for requests for information needed for collective bargaining and is not intended to abrogate the right of the Association or covered adjunct faculty to make requests for information pursuant to RSA 91-A, the NH "Right to Know" Law.

B. Association Business

1. Meetings or hearings involving Association representatives or unit members pursuant to this Agreement will be conducted at times that will not in any way disrupt the delivery of educational programs and services.

2. The internal business of the Association shall be conducted by covered adjunct faculty during their personal time.

3. President's Leave: The CCSNH shall authorize a leave of absence without pay for the President of the State Employees' Association of New Hampshire, Inc., SEIU Local 1984. The leave of absence will not count against the employee's right to be a member of the bargaining unit. The leave of absence without pay may be taken for a two-year period beginning two (2) weeks after written notice by the Association to the Chancellor and Director of Human Resources.

4. Association Information: The CCSNH agrees to distribute informational packets provided by the Association

C. Association Use of Facilities

1. The Association shall be allowed the reasonable use of the CCSNH facilities for meetings, functions, or activities directly related to its position as the recognized representative for CCSNH covered adjunct faculty without charge. The use of CCSNH facilities shall be subject to the following conditions:

   a. Such CCSNH facilities are available and their use for such meetings would not conflict with the CCSNH's business.

   b. Such approval is granted in advance and shall be subject to such other reasonable conditions as may be imposed by the CCSNH.

   c. Such approval, if given, will be limited to CCSNH covered adjunct faculty, and Association staff members and guests.

2. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the CCSNH's facilities that are otherwise available for public use. Such requests shall be processed in accordance with college policies and procedures related to

public facility usage by a non-profit and/or tax exempt organization.

ARTICLE 5
ASSOCIATION DUES AND AGENCY FEE

A. *Association Dues*

1. Membership in the Association is optional and shall be made at the discretion of each covered adjunct faculty within the bargaining unit.

2. Membership in the Association shall be continuous. Any change from dues paying membership must be made by the covered adjunct faculty by October 1 for the fall semester and February 1 for the spring semester. Such requests must be made in writing to the Association and addressed to:

   The State Employees' Association of NH, Inc.
   SEIU Local 1984
   207 North Main Street
   Concord, NH 03301

B. *Agency Fee*

1. Any covered adjunct faculty whose original date of hire is on or after July 1, 2013 shall be required to pay an agency fee or membership dues for expenses incurred by the Association related to collective bargaining, including but not limited to contract negotiations and administration. The agency fee shall not exceed an amount that represents a prorated share of actual cost associated with such expenses.

2. The Association agrees to comply with New Hampshire and federal law regarding the implementation and notice requirements of agency fees. In doing so, the Association shall inform covered adjunct faculty of their right to object to the amount of agency fee and their right to object to the payment of an agency fee to a public employee labor organization based on their religious belief.

3. The CCSNH shall refuse to enforce the fee requirement if the CCSNH believes that the amount of the fee exceeds the prorated share of the actual cost of negotiating and administering the Collective Bargaining Agreement. As a remedy, the Association shall file an unfair labor practice charge against the CCSNH for breach of contract.

C. *Payment of Membership Dues or Agency Fee*

1. CCSNH agrees to deduct, in equal installments, the regular annual membership dues or agency fee of the Association from the pay of each covered adjunct faculty of the bargaining unit, who indicates in writing that he/she wishes such deductions to be made. The Association will provide the CCSNH with the completed payroll deduction authorization form as authorized by the covered adjunct faculty. Such payroll deductions shall be put into effect as soon as practicable.

2. The amount to be deducted shall be certified by the Association to the CCSNH. Remittance to the Association shall be made in accordance with the established payroll procedures of the CCSNH. When Association members vote for a change in Association dues which necessitates a modification

of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Chancellor, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

D. The Association shall hold the CCSNH harmless should any dispute arise between the Association and the CCSNH as a result of the administration of this section.

ARTICLE 6
CONSULTATION

A. The Parties agree that fostering open communication about workplace matters relating to the employment relationship is desirable. Each College shall establish and maintain institutional mechanisms and procedures that include consultation with adjunct faculty.

B. A request for consultation may be submitted by either Party in writing, stating the reason for the meeting or topic for consultation. Consultation requests by the Association shall be made to the Chancellor or to the appropriate College President, for college related matter(s). Consultation requests by the CCSNH shall be made to the President of the Association. Agendas shall be agreed upon within seven (7) days of such meetings. Such meetings shall not be for purpose of negotiations nor for the resolution of grievances.

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURES

A. It is the objective of the parties of this Agreement to encourage the prompt and equitable resolution of grievances and to do so at the lowest possible level. Deliberations regarding employee discipline will be pursued in a confidential manner. 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.

B. General Provisions

1. A "grievance" is any dispute or difference concerning the interpretation, application, or alleged violation of an Article of this Agreement. A grievance may be initiated by a covered employee or a group of covered employees of the bargaining unit, by the Association, or by the CCSNH. Grievances shall be handled to minimize interference with the regular work schedule(s) and institutional operations.

2. A grievance shall be filed within twenty-one (21) calendar days from the time the grievant knew or should have known of the alleged violation. A grievance is considered to be formally filed when it is submitted to Step One, or other appropriate Step, of this procedure.

3. A grievance initiated by the Association shall be filed directly with the College President and shall be considered a Step II appeal.

4. A grievance initiated by the CCSNH against the Association or its members shall be served directly upon the President of the Association and shall be considered a Step II appeal.

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

6. Failure on the part of the CCSNH to comply with the time limit requirements of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

7. The time limits prescribed in this article may be extended by mutual agreement.

8. A Grievant may withdraw his or her grievance at any point in this procedure.

9. Any resolution of a grievance shall not be inconsistent with the terms of the Agreement.

C. *Informal Consultation*

The Grievant shall attempt to solve his or her grievance expeditiously by discussing the disputed matter in an informed and informal manner with the parties directly involved.

D. Formal Grievance Process

1. Step One – Grievant and Vice-President for Academic Affairs

    a. If informal discussion has failed to achieve a satisfactory resolution, the Grievant and/or the Association may file a formal written grievance to the Vice-President for Academic Affairs. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint.

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

    c. The Vice-President shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within twenty-one (21) calendar days from the date of filing of the Step One grievance.

    d. The Vice-President shall notify the grievant or his/her representative in writing of the decision reached within twenty-one (21) calendar days after the meeting.

    e. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

2. Step Two – Grievant and College President

    a. If the grievance is not resolved to the Grievant's satisfaction during Step One of the formal process, the Grievant and/or the Association may file a formal written grievance to the College President within twenty-one (21) calendar days from the date of the written

decision rendered in Step One. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint and the decision(s) rendered through the grievance proceedings.

b. The College President shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within twenty-one (21) calendar days from the date of filing of the Step Two grievance.

c. The College President shall notify the employee or his/her representative and his/her immediate supervisor in writing of the decision reached within twenty-one (21) calendar days after the meeting.

d. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

E. Arbitration Procedure

1. Any grievance which has not been satisfactorily adjusted under the grievance procedure may be submitted for arbitration by the Association within forty-five (45) calendar days of the written decision rendered in Step II.

2. Arbitration shall be conducted by an external, qualified arbitrator, mutually agreed to by the CCSNH and the Association, pursuant to the rules of the American Arbitration Association (AAA). The procedure for the selection of the arbitrator will be as follows:

   a. The CCSNH and Association shall communicate promptly to choose the arbitrator no later than twenty-one (21) calendar days from the date of the demand for arbitration. If a mutually agreed upon selection cannot be made within such twenty-one (21) day period, then either party may request a list from the American Arbitration Association and selection shall be made in accordance with the rules of the American Arbitration Association.

   b. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award, and to fashion the appropriate remedy. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the arbitrator shall first decide that issue and determine whether to hear the substance of the case. The arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.

   c. Each party shall bear the expense of its witnesses and for preparing and presenting its own case. The compensation and expenses of the arbitration and the arbitrator shall be assessed by the AAA and the arbitrator and shall be shared equally by the CCSNH College and Association.

3. The CCSNH, the Association, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties. The CCSNH and the Association, however, retain rights to challenge the decision of the arbitrator, as provided for by law. Such appeals shall be filed to

the Superior Court within forty-five (45) calendar days from the date of the written notice of the arbitrator's decision. In the event that an appeal is made to the Superior Court, the provisions of RSA 542, as amended, shall apply.

4. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

ARTICLE 8
APPOINTMENTS AND ASSIGNMENTS

A. All adjunct faculty appointments and assignments will be made by the VPAA of the college or his/her designee. Appointments shall be made on a semester basis and shall be limited in duration to the particular semester for which the covered adjunct faculty member is appointed.

B. Each semester the college shall determine the courses to be offered to adjunct faculty members in the subsequent semester. By January 2 of each year, the College shall make available a tentative listing of whatever available positions there may be for the forthcoming Spring semester. By June 1 of each year, the College shall make available a tentative listing of whatever available positions there may be for the forthcoming Fall semester.

C. Any covered adjunct who desires to teach for an upcoming semester may submit to the College a teaching availability form which shall indicate the course(s) that the adjunct is interested in teaching; the adjunct's particular availability for posted course offerings; the adjunct's general availability to teach in the upcoming semester, including the times and days of the week he or she can teach. Such form shall be submitted to the Vice-President of Academic Affairs of the college or his/her designee no later than February 15 for the forthcoming Fall semester and by October 15 for the forthcoming Spring semester.

D. An adjunct appointment letter will be issued by the college to the appointed adjunct faculty member at least fourteen (14) calendar days before the start of a semester. A covered adjunct faculty member must endorse and return the letter to the college before the start of his/her assigned course. The Parties recognize that exceptions may be necessary to meet the instructional needs of the college.

E. Cancellation or reassignment of a covered adjunct's course(s) will be made no later than three (3) calendar days before the start of the assigned course.

F. If the college decides not to reappoint a covered adjunct faculty member for reasons of conduct or performance, the VPAA shall provide the particular reasons for the decision in writing to the adjunct faculty member. A college's decision not to reappoint a covered adjunct shall have a rational basis in fact. If the adjunct chooses, he or she may, within seven (7) days of receipt of the written notice, request a meeting with the Vice-President of Academic Affairs to discuss the Vice-President's decision. Such request shall be submitted in writing.

ARTICLE 9
WORKLOAD

A. It is understood that the covered adjunct reports to the Academic Department Chairperson or his/her designee at the college.

B. The workload of the covered adjunct includes the following:

1. Effective teaching of the assigned course(s), including knowledge of subject matter and well organized presentation of course materials.

2. Adherence to the course curriculum as established by the College.

3. Adherence to all CCSNH, college, and academic department regulations, policies, procedures, and guidelines.

4. Availability to students enrolled in the course for consultation before or after class, or by appointment.

5. Attendance at college or department meetings, as required. A reasonable attempt shall be made to attend such meetings, however, when such meetings cannot be attended the adjunct faculty members shall take the necessary steps to obtain the information/material covered during the meeting.

6. Ongoing consultation with the college academic department as may be appropriate.

7. Submission of final grades by the deadline published in the college's academic calendar.

C. CCSNH adjunct faculty instruction is institution specific. That is, each CCSNH college retains and assigns its own faculty to meet its own instructional needs. The number of assigned credit hours per term/semester and terms/semesters a covered adjunct faculty member teaches is recorded and acknowledge by each CCSNH college and reported to the CCSNH Human Resources Office.

D. It is understood that adjunct faculty are part-time faculty, teach a variable number of credits in an academic year and serve in a non-benefitted instructional position. If future interpretations of the Affordable Care Act (ACA) by federal governmental agencies and/or the courts conclude that an adjunct faculty workload could be deemed "full-time" for benefit purposes under the legislation, the CCSNH agrees that prior to January 1, 2015, it will meet and confer with the Association concerning how it intends to comply with the requirements of the ACA and the regulations promulgated thereunder. The CCSNH reserves the right to determine whether it is in compliance with the requirements of the ACA and the Association reserves its right to challenge whether the CCSNH is in compliance with the requirements of the ACA.

E. A credit hour is the equivalent to one 50-minute session (contact hour) of classroom instruction per week for a semester of fifteen/sixteen weeks. The number of direct course meetings per term/semester may be adjusted proportionately to reflect modified academic calendars and formats of study.

F. Semester credit hours are established by CCSNH and granted for various types of instruction as follows:

1. Lecture, discussion, or seminar: one contact hour per week constitutes one credit hour.

2. Laboratory: 2-3 contact hours per week constitutes one credit hour.

3. Studio: 2-3 contact hours per week constitutes one credit hour.

4. Practicum/Fieldwork/Internship/Coop: Variable number of contact hours per week as determined by the college constitutes a one credit hour.

G. A clinical contact hour is a measure that represents an hour (60 minutes) of scheduled instruction and supervision in a clinical setting.

ARTICLE 10
CANCELLATION OF CLASSES

A. *Notice of Class Cancellations During a Term/Semester*

1. When a College determines that classes are cancelled or implements a delayed start of classes adjunct faculty shall be notified in accordance with the notification procedure established at each College.

2. When a covered adjunct faculty member seeks to cancel a class due to personal circumstances, he/she shall be required to provide notification of such absence in accordance with the College's established procedures. The covered adjunct faculty member shall be required to provide advance notice of such cancellation and to take the necessary steps to cover the course material missed due to such absence.

ARTICLE 11
EVALUATIONS

A. The Academic Department Chair or his/her designee may evaluate the performance of covered adjunct faculty members, utilizing various sources of information including but not limited to: student evaluations; individual student commentary, both oral and written; review of the syllabi and other teaching materials; evidence of student learning; or classroom observations.

B. Student evaluations shall be required in each course taught by a covered adjunct faculty member. Such evaluations shall be done on a form authorized by the CCSNH and college and in accordance with any college policy concerning such evaluations. At the conclusion of each semester student evaluations will be collected by the college's Office of Academic Affairs and distributed to the respective Academic Department Chair. The covered adjunct faculty member shall receive his/her student evaluation results after review by the Vice President of Academic Affairs and the Academic Department Chair.

C. At his/her discretion, the Academic Department Chair, or his/her designee, may observe a class or classes of any covered adjunct faculty member. A classroom observation shall be documented and

reviewed with the covered adjunct faculty. The covered adjunct faculty shall have the opportunity to respond to the findings associated with the classroom observation. Such comments shall be included with the classroom observation document.

ARTICLE 12
INTELLECTUAL PROPERTY

A. *Applicability:*

This provision applies to all covered adjunct faculty involved in carrying out the CCSNH's mission while under the auspices of the CCSNH.

B. *Definitions:*

1. Intellectual Property. As used in this provision, intellectual property includes not only technology such as inventions, discoveries, creations, or authored works which may be protected legally (such as with Patents and Copyrights), but also the physical or tangible embodiment of the technology, such as biological organisms, plant varieties, or computer software based on or derived from research data.

2. Scholarly Works. Traditional publications in academia regardless of their medium of expression, such as books, case studies, peer-reviewed manuscripts, journal articles, glossaries, bibliographies, creative works, etc.

3. Course Material. Those elements that constitute an academic course delivered in traditional and non-traditional (online, e.g.) mode, including but not limited to: syllabi, course descriptions, class and lecture notes, quizzes, tests, assignments, laboratories, study guides, and content.

C. *Provision for Ownership:*

1. The CCSNH relinquishes any claim to ownership of scholarly works and assigns intellectual property rights to the covered adjunct faculty.

2. Course material created by the covered adjunct faculty in the fulfillment of the his/her appointed duties and responsibilities under this collective bargaining agreement is presumed to belong to the adjunct faculty for proprietary or marketing purposes outside of the college but is available to the college for internal review, use and distribution within the CCSNH and to external accrediting agencies.

3. If a covered adjunct faculty retains title to copyright of course material or scholarly works developed as part of his/her adjunct appointment, the adjunct faculty member shall grant to the CCSNH a non-exclusive, irrevocable, royalty-free right to use, display, duplicate, create derivative works and/or distribute the materials with appropriate attribution for educational and/or research purposes.

4. The CCSNH shall retain ownership and intellectual property rights to work commissioned by the college pursuant to a written contract or memorandum of understanding (MOU) with the

covered adjunct faculty.

ARTICLE 13
ACADEMIC FREEDOM & PROFESSIONAL RESPONSIBILITY

A. The CCSNH and the Association endorse the principles and standards of academic freedom and academic responsibilities generally and traditionally accepted in institutions of higher education. As an academic community committed to teaching and service excellence, it is expected that adjunct faculty will comply with their professional responsibilities to demonstrate the highest standards of professional behavior; to exercise professional judgment; to perform official duties effectively, efficiently, and with honesty, integrity, and fairness; to be conscious of the need for the equitable treatment of all students; and to use college resources economically.

B. The CCSNH strives to maintain and encourage full academic freedom, within the law, of inquiry, teaching, research, and publication. Academic freedom in it teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

C. In the exercise of academic freedom, the adjunct faculty member may discuss his/her own subject in the classroom that aligns with course objectives; s/he may claim as his/her right the privilege of discussing in his/her classroom controversial matters which serve an educational purpose and relate to his/her subject matter.

D. Academic freedom carries with it correlative responsibilities. The adjunct faculty member has the responsibility to colleagues and the College community to preserve intellectual honesty in his/her teaching and research. The adjunct faculty member respects the free inquiry of his/her associates and avoids interference in their work.

E. In his/her role as a citizen, every adjunct faculty member has the same freedom as other citizens. However, in his/her extramural utterances s/he has an obligation to make every effort to indicate that s/he is not a CCSNH or College spokesperson. Nothing herein shall be construed as an abridgement of rights guaranteed to the individual adjunct faculty member by the Constitution of the United States or the State of New Hampshire.

F. An adjunct faculty member has the right to pursue work or other activities outside of the College.

ARTICLE 14
MISCELLANEOUS WORKING CONDITIONS

A. Job announcements for full-time covered position vacancies shall be posted at each College and on the CCSNH website.

B. Covered adjunct faculty traveling on official CCSNH college business shall be reimbursed for reasonable and authorized expenses in accordance with CCSNH policies, as amended.

C. A CCSNH college may use institutional funds to reimburse a covered adjunct faculty for participation in an authorized professional development activity. Reimbursement for approved professional

development activities shall be subject to the availability of funds and shall be limited to costs associated with registration fees and travel costs only in accordance with CCSNH policies, as amended.

D. The CCSNH, its colleges, and covered adjunct faculty agree to abide by applicable federal and state laws concerning health and safety in the workplace. Each CCSNH College shall post the minutes of College Safety Committee meetings on employee bulletin boards. Adjunct faculty may participate in the College Safety Committee.

E. All covered adjunct faculty shall be assigned a CCSNH email account for business use. The use of such account is covered by the CCSNH IT Acceptable Use Policy, as amended.

F. Covered adjunct faculty shall have reasonable access to telephone services, electronic mail services, secretarial assistance, photo copying services, and supplies for the preparation of teaching materials, examinations, and other related materials.

G. Covered adjunct faculty shall be issued college photo identification ("ID") cards for the term/semester in which they are appointed and receive the privileges afforded with the issuance of such ID cards in accordance with the college's policies and procedures.

ARTICLE 15
DISMISSAL

A. During the term of appointment a covered adjunct faculty shall not be terminated without just cause.

B. A covered adjunct faculty member who is dismissed shall be notified in writing of the reasons therefore.

C. All documentation pertaining to the dismissal shall be placed in the employee's personnel file at the time of issuance.

D. A covered adjunct faculty shall be entitled to Association representation at a dismissal meeting, if requested by the covered adjunct faculty.

ARTICLE 16
COMPENSATION

A. The salary schedule at each CCSNH college for covered adjunct faculty (except for covered adjunct clinical faculty) shall be as outlined below. The lab or studio component of a course shall be compensated at sixty-seven percent (.67) of the credit rate multiplied by the number of lab hours designated for the course. For adjuncts assigned to teach both the lecture and lab components of a course, the compensation for lab instruction shall be added to the per credit rate compensation for the course.

1. Effective Fall, 2013, the salary schedule at each CCSNH College shall be as follows:

Level 1	$580.00
Level 2	$660.00
Level 3	$720.00

2. Effective Fall, 2014, the salary schedule at each CCSNH College shall be as follows:

Level 1	$592.00
Level 2	$673.00
Level 3	$734.00

3. Effective Fall, 2015, the salary schedule at each CCSNH College shall be as follows:

Level 1	$610.00
Level 2	$693.00
Level 3	$756.00

B. The hourly rate per clinical contact hour (60 minutes) at each CCSNH College shall be as outlined below. Such compensation is inclusive of duties associated with clinical preparation and student assessment.

Clinical Adjunct Level	Fall, 2013	Fall, 2014	Fall, 2015
Level 1	$42.96	$43.82	$44.70
Level 2	$48.89	$49.87	$50.87
Level 3	$53.34	$54.41	$55.50

C. A covered adjunct faculty may advance from Level 1 to Level 2 or from Level 2 to Level 3 if hired at Level 2, following the successful job performance and the completion of the sixth semester of teaching at the designated college.

D. In the event a CCSNH college elects to run a course that is by its definition under enrolled, the College may offer the adjunct faculty member reduced compensation to teach that course, which the adjunct may accept or decline.

E. The parties agree that if a course for which a covered adjunct faculty member is scheduled to teach is cancelled within three (3) days of the start of the class, the adjunct faculty member shall receive a cancellation payment in the amount of ten percent (10%) of his/her payment for the course. In the event the course is cancelled after the first class, the covered adjunct faculty shall receive payment equal to twenty percent (20%) of his/her payment for the course.

F. Eligibility to Participate in Voluntary Retirement Savings Plans: Covered adjunct faculty shall be eligible to participate in the CCSNH voluntary retirement savings plans. The CCSNH offers a 457(b) and 403(b) tax deferred retirement savings plans through payroll deductions. Voluntary retirement savings plans are subject to CCSNH guidelines and IRS rules and regulations and are subject to the terms of those plans, as amended. The CCSNH makes no employer contributions to these plans. Enrollment applications and pre-tax salary reduction elections must be completed.

ARTICLE 17
LEAVES

A. When a covered adjunct faculty member is unable to perform his/her duties and responsibilities due to a temporary disability s/he may apply for a temporary unpaid leave of absence without pay. This leave may be extended in certain cases for the duration of the semester in which the leave is being taken. Any semester in which an adjunct faculty member has worked part of the semester and has been on an approved leave for part of the semester shall count as a semester worked for purposes of service calculations.

B. CCSNH will comply with all federal law governing military service, including military leaves of absences, as required by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA, 38U.S.C.) and any other pertinent legislation.

C. A covered adjunct faculty member shall be granted civil leave without loss of pay when performing jury duty or when subpoenaed to appear before a court, public body, or administrative tribunal. Such civil leave shall only be granted when the time period of jury duty or civil service coincides with the adjunct faculty member's assigned instructional schedule. A covered adjunct faculty on civil leave/jury duty shall surrender to the CCSNH any fees received for such activity, less mileage reimbursement for use of the adjunct's own vehicle, provided the covered adjunct is being paid by the CCSNH college for such time involved in the civil service or jury duty.

D. Nothing contained in this Article shall limit an adjunct faculty member from exercising his/her rights under the Family and Medical Leave Act of 1993, if applicable.

ARTICLE 18
PAYROLL INFORMATION

A. Covered adjunct faculty shall be paid in accordance with the designated CCSNH payroll calendar. The CCSNH Human Resources/Payroll Office shall publish and distribute the payment schedule for adjunct faculty at the start of each academic year.

B. Covered adjunct faculty may elect to receive their compensation during the Fall & Spring semesters based on the following payment schedule:

1. One Payment – a lump sum payment to be processed at the end of the semester upon the completion of the course and the fulfillment of all assigned duties.

2. Two Payments – two equal payments to be processed at mid-semester and at the end of the semester upon completion the course and the fulfillment of all assigned duties.

3. Four Payments – four equal payments to be processed on a monthly basis during the academic semester with the fourth and final payment being processed at the end of the semester upon the completion of the course and the fulfillment of all assigned duties.

4. Bi-weekly – equal bi-weekly payments to be processed during the semester with the final payment being processed at the end of the semester upon completion of the course and the fulfillment of assigned duties. This payment election is only available to covered adjunct faculty appointed to teach six or more credits during the designated academic semester.

C. Payroll checks, payroll advice forms, and other such payroll documents shall be provided in accordance with CCSNH procedures and in a manner that maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be interpreted so as to hinder the normal functioning of the payroll system, or to limit access to personal and payroll information by employees whose job functions require such access.

ARTICLE 19
PERSONNEL FILES

A. A personnel file exists as a record of an individual's employment history, achievements, and activities. The personnel file for adjunct faculty is maintained by college Human Resources Office for each covered adjunct faculty. The contents of personnel files shall include documents used to support personnel action or other employment records or employment-related correspondence. The existence of the official personnel file shall not preclude duplicative or non-official files, but any such files shall not be considered the official file of the adjunct faculty member. In the event that information is omitted, absent, or missing from his/her personnel file, the employee shall be able to submit such information to the college Human Resources Office and the same shall be included in such personnel file.

B. The covered adjunct faculty, his/her authorized representative (with written authorization), and appropriate officials of the College and the CCSNH shall have the right to access an employee's personnel file. Third parties are not entitled to inspect personnel files, unless otherwise required by law.

C. Employees shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file. The personnel file shall not contain any anonymous correspondence.

D. An employee shall have the right to respond to any material placed in the personnel file and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an employee's performance or related to any disciplinary action shall be placed in the personnel file until the employee has been given a copy or notified of the material.

E. All materials within the personnel file are available for inspection and copying. Covered adjunct faculty shall be allowed access to their official personnel file during the normal business hours of the college

Human Resources Office with prior arrangement. A single copy of documents requested by the employee shall be provided by the college Human Resources Office without charge.

F. Medical records shall not be part of the employee's official personnel file. A separate file shall be maintained by the CCSNH or College Human Resources Office as allowed by law, for documents including medical records obtained in the course of employment including any permitted drug or alcohol testing; first reports of injury; applications and memos of payments related to workers' compensation benefits; and requests for reasonable accommodations. Such files shall be available to the employee for inspection and copying.

G. No part of this provision shall be in violation of RSA 91-A, New Hampshire's "Right-to-Know" Law or RSA 275:56 and the parties agree to comply with the provisions of such statutes, as amended. Should new statutes become effective with regard to personnel files and records, the CCSNH will react appropriately to comply with those statutes and will notify all personnel accordingly.

ARTICLE 20
NO STRIKE OR LOCKOUT

A. The Association on behalf of its officers, agents, and bargaining unit members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strike or other forms of job actions declared unlawful by RSA 273-A:13.

B. Any member of the bargaining unit who violates the provisions of this Article will be subject to discipline, including discharge.

C. In the event of a prohibited action under this Article, the Association agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Association's policy of opposition to such activity.

D. The CCSNH agrees that neither it nor any of its Trustees, officers, agents, or employees shall engage in any lockouts or other forms of job action that have been declared unlawful for the life of this Agreement or any written extension thereof.

ARTICLE 21
NOTICES

A. Notice to Association: Whenever a written legal notice is required to be given by the CCSNH to the Association, such notice shall be given to the state organization of the State Employees Association of New Hampshire, Inc., with offices in Concord, New Hampshire.

B. Notice to CCSNH: Whenever written legal notice is required to be given by the Association to the CCSNH such notice shall be given to the Human Resources Director at the CCSNH System Office.

ARTICLE 22
SEPARABILITY

A. In the event that any provisions of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision or law shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not thereby invalidated remain in full force and effect.

ARTICLE 23
WAIVER

A. Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

ARTICLE 24
DURATION

A. This Agreement as executed by the parties shall continue in full force and effect from the date of signing until midnight June 30, 2016.

B. The CCSNH and the Association shall have the right to reopen negotiations on any article(s) of this Agreement upon mutual agreement.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 25th of September, 2013.

Paul Holloway, Chair
CCSNH Board of Trustees

Diana Lacey, President
State Employees' Association of NH,
SEIU Local 1984

Kim M. Trisciani, Chair
CCSNH BOT Personnel Committee

John S. Krupski, SEA Chief Negotiator

Dr. Ross Gittell, Chancellor

CCSNH Negotiating Committee
- Sarah Bedingfield
- Katharine Eneguess
- Lucille Jordan
- Pamela Langley
- Sara Sawyer
- Joseph P. McConnell, Chief Negotiator

SEA Negotiating Committee
- Michael Kenney
- Craig Lange
- Phil Meader
- Kenneth Relihan
- Michelle McCord, SEA Staff