

Collective Bargaining Agreement

USNH Board of Trustees

University of New Hampshire

&

University of New Hampshire Law Faculty Union – NEA

July 1, 2020 – June 30, 2026

Table of Contents

Preamble	3
Article 1 (Recognition)	4
Article 2 (Definitions).....	5
Article 3 (Non-Discrimination).....	6
Article 4 (Academic Freedom).....	7
Article 5 (Management Rights)	8
Article 6 (Faculty Rights)	9
Article 7 (Personnel Files)	11
Article 8 (Appointments)	13
Article 9 (Workload).....	16
Article 10 (Consulting & Conflict of Interest).....	26
Article 11 (Annual Performance Review)	30
Article 12 (Tenure & Tenure Track: Promotion Criteria and Processes)	32
Article 13 (Clinical Faculty & Program Directors: Promotion Criteria and Process)	44
Article 14 (Lecturers: Promotion Criteria and Process)	45
Article 15 (Post-Tenure and Security Review Process).....	47
Article 16 (Salary).....	50
Article 17 (Benefits)	54
Article 18 (Leaves of Absence)	58
Article 19 (Termination of Employment)	66
Article 20 (Grievance and Arbitration)	72
Article 21 (Dues Deduction).....	77
Article 22 (Meet and Discuss)	78
Article 23 (No Strike or Lock-Out).....	79
Article 24 (Waiver).....	80
Article 25 (Savings)	81
Article 26 (Entire Agreement)	82
Article 27 (Duration).....	83

PREAMBLE

This Collective Bargaining Agreement (CBA) among the University System of New Hampshire (USNH) Board of Trustees, the University of New Hampshire (UNH), and the Association (NEA) is intended to align fully, where applicable, with the accreditation standards of the American Bar Association (ABA). In the event that there is conflict between the two the parties shall meet to amend the CBA to the required ABA standards and to address the impact, if any, on the unit's working conditions. The parties agree that compliance with the ABA accreditation standards is vital to the operations of the Law School and the employment of bargaining unit members under this agreement.

Members of the bargaining unit are subject to all USNH and UNH policies, whether or not referenced herein, except to the extent that any such policy conflicts with the CBA, in which case the CBA shall supersede USNH/UNH policy. At least thirty calendar days prior to the implementation of any updates of such policies, the Association shall be provided with copies of the proposed updates. If the Association asserts prior to implementation that such policies are in violation or in potential violation of the provisions of the CBA, then the parties shall within fifteen calendar days of such assertion agree on a time to meet to discuss and negotiate any updates. If the parties fail to agree on a resolution of the issue(s) within forty-five calendar days, the University may elect to implement the proposed changes. After such implementation, the Association may choose to grieve the implementation if it contends that the rule conflicts with a provision of this CBA.

Article 1
RECOGNITION

1.1 The USNH Board of Trustees (USNH) hereby recognizes the UNH Law Faculty Union as the Exclusive Bargaining Representative of a Bargaining Unit consisting of the following positions as recognized by the PELRB in Case # E-0166-1, and as modified by mutual agreement of the parties:

- 1.1.1 All full-time tenured, tenure-track, clinical (alternative security), and contract faculty, including Professor of Legal Research and Intellectual Property Librarian, Associate Professor of Legal Skills and Director of Academic Success, and full-time Lecturers.
- 1.1.2 Notwithstanding inclusion under 1.1.1, the following are excluded from the Bargaining Unit: Dean (and Interim Dean), Associate Dean of Academic Affairs, Associate Dean for Administration, Associate Dean for Faculty Research and Development, Law Library Director, Assistant Dean of Career Services, Affiliate Faculty, Visiting Faculty, Adjunct Faculty, Emeritus Faculty, and any other faculty who act in a supervisory, confidential, or managerial capacity to effectively make recommendations to the Dean or Interim Dean on hiring, promotion, assignments, discipline, discharge, evaluation, funding, or personnel matters.
- 1.1.3 Bargaining unit members who agree to serve on a temporary basis in an administrative position described in Article 1.1.2 are not members of the Bargaining Unit for the duration of the temporary position. At the conclusion of the temporary administrative position, the Bargaining Unit member returns to their regular duties at their old salary plus any contractually guaranteed increases which went into effect while they were in the temporary administrative position.

Article 2
DEFINITIONS

- 2.1 "USNH" shall be defined as the University System of New Hampshire, including the Board of Trustees and the Office of the Chancellor.
- 2.2 "University" and "UNH" shall be defined as the Administration of the University of New Hampshire, including the President and other administrative officers.
- 2.3 "Association" means UNH Law Faculty Union.
- 2.4 "Administration" is defined as the professional management of UNH that includes the President, the Provost, Vice Presidents, Vice-Provosts, Deans, Associate Deans, and others including, but not limited to, Directors and Assistant Directors.
- 2.5 "Dean" means the Dean of the Law School and their designees, including the Associate Dean of Academic Affairs.

Article 3
NON-DISCRIMINATION

- 3.1 Bargaining Unit Members shall not be discriminated against on the basis of, including but not limited to: sex; race; ethnicity; age; religion; color; marital status; sexual orientation; gender identity or expression; political affiliation, political belief, or lawful political activity; veteran's status; disability; national origin; citizenship; and membership or non-membership in the Association, or involvement in the Association activities, as long as any such status or activity is lawful.

- 3.2 Nothing in this article shall preclude UNH from complying with legal requirements for verifying employee authorization to work in the United States or to undertake other activities that are specifically permitted to employers by state or federal anti-discrimination laws.

Article 4
ACADEMIC FREEDOM

- 4.1 Academic freedom is an essential tenet of the University. As members of the UNH faculty, Law Faculty in all ranks are subject to the principles of academic freedom and its full protections.
- 4.2 The Board of Trustees, the University, and the Association recognize the importance of academic freedom to an institution of higher education and agree to abide by the principles of academic freedom and its protections as described in the American Bar Association *Statement on Academic Freedom and Tenure*, which cites as its basis the American Association of University Professors' *1940 Statement of Principles on Academic Freedom and Tenure*, as updated from time to time.
- 4.3 The principles of academic freedom and freedom of inquiry include freedom of expression in traditional print and electronic media such as, but not limited to, the creation of digital works, web sites, and other forms of electronic media, and to instruction in all formats, including online courses.
- 4.4 The parties agree that grievances involving alleged violations of this Article that are pursued to arbitration will only be heard by arbitrators with sufficient experience in higher education to appreciate its unique qualities, especially including the role of academic freedom in the academy.
- 4.5 The selection of and representation in clinical cases by faculty members is subject to the principles of academic freedom.

Article 5
MANAGEMENT RIGHTS

- 5.1 All the rights and responsibilities of the USNH Board of Trustees which have not been specifically limited 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 this Agreement, by NH RSA 273-A and common law, or by provisions of the ABA standards, such rights and responsibilities shall include but shall not be limited to:
- 5.1.1 The right to direct bargaining-unit members; to determine criteria in hiring and promotion; to determine standards for work; and to hire and evaluate unit members, in accordance with other relevant provisions of this Agreement;
 - 5.1.2 The right to take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University's operation;
 - 5.1.3 The right to determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted;
 - 5.1.4 In accordance with the academic governance structure, the right to determine the curriculum, programs, degrees, and courses to be offered;
 - 5.1.5 The right to take such actions as may be necessary to carry out the mission of the University in case of emergencies, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of bargaining-unit members;
 - 5.1.6 The right to make rules, regulations, and policies that do not conflict with the provisions of this Agreement;
 - 5.1.7 The understanding that the exercise of any management right or function in a particular manner shall not preclude exercising the same in any other manner which does not expressly violate a provision of this Agreement or Past Practice.
- 5.2 The application of such management rights shall be subject to the provisions of the Grievance Article only to the extent it is alleged that such application has violated a specific provision of this Agreement.
- 5.3 Nothing in the Agreement shall be construed to limit the right of administrative personnel with faculty status to perform instructional duties.

Article 6
FACULTY RIGHTS

- 6.1 Every bargaining-unit member has full academic freedom and the following general rights:
- 6.1.1 Academic titles, both Classified and Operational, in accord with Article 8.
 - 6.1.2 Within the limits of availability of space, a private office or other appropriate workspace.
 - 6.1.3 Participation in any faculty retreats.
- 6.2 Every bargaining-unit member has a meaningful role in institutional governance as set forth in ABA Standard 201.
- 6.3 Assignment of Faculty Offices: This provision describes the process that the Dean or the Dean's designee shall follow to assign office space to bargaining-unit members. Once an office is assigned to a bargaining-unit member, the bargaining-unit member shall not be required to move except as specified in 6.3.4 or at the faculty member's election under 6.3.3. The office space seniority system applies only to general-purpose faculty offices that are deemed available for allocation under this article by the Dean.
- 6.3.1 Applicability and Seniority. The office space seniority system applies to all bargaining-unit members who are not otherwise excluded by article 6.3.4.
 - 6.3.1.1 Seniority is counted from the earliest date of full-time faculty employment, so long as full-time employment has since been continuous. Time spent as a visiting or adjunct faculty member at the law school is excluded.
 - 6.3.1.2 Bargaining-unit members joining the law school from other law schools will be credited for the duration of their continuous full-time faculty employment at any other law school from the earliest date that they have held such status at another school.
 - 6.3.2 Special Appointments and Recruitment. The Dean may reserve particular office(s) for the holder of special appointment(s), including but not limited to any named professorship. Further, the Dean may suspend this seniority process if necessary to complete a high priority recruitment.
 - 6.3.3 Office Assignment Process. When office space is available to be assigned under this seniority system, the Dean or the Dean's designee will begin with the most senior bargaining-unit member and ask, in order of seniority as defined in 6.3.1, whether the bargaining-unit member wants to move to any available office. If the

answer is no, the next bargaining-unit member in order of seniority is asked. If the answer is yes, the office is removed and the newly available office is added to the list. The process is repeated until all available offices have been offered to the bargaining-unit members on the seniority list.

6.3.4 Exclusions. This policy is inapplicable to:

6.3.4.1 Any bargaining-unit member whose office space is taken or remodeled for purposes other than faculty office use (e.g., reallocated to staff or students). In the event of such displacement, the bargaining-unit member will be assigned office space that is otherwise available. There are no bumping rights.

6.3.4.2 Any bargaining-unit member assigned to a particular program or building space. Offices for librarians, clinicians, skills instructors (J.D. and graduate), and others whose teaching responsibilities are tied to particular programs or spaces (including, e.g., academic success and legal residencies) are assigned by the Dean in consultation with the program director.

6.3.4.3 Non-Bargaining Unit Members, such as visitors and adjuncts. These faculty are assigned and may be reassigned available office space at the discretion of the Dean.

6.4 No decision or action affecting a bargaining unit member may be made in an *arbitrary or capricious* manner. No discipline or discharge may be made without just cause.

6.5 The University and 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,” and the *UNH Discrimination and Discriminatory Harassment* and *Consensual Amorous Relationships* policies shall otherwise govern.

6.6 Bargaining-unit members will have access to appropriate University supplies and property for the express purpose of conducting University business.

Article 7
PERSONNEL FILES

- 7.1 The University shall maintain an official Personnel File for each member of the bargaining unit. The University and the Association understand the term Personnel File to mean the records of the employment relationship from application to termination. It does not contain documents that would normally be kept in Promotion and Tenure, Payroll, or Medical Files or other Employee Forms such as the I-9. It does contain letters of appointment, letters affirming promotion and tenure, evaluation letters and any documents potentially relevant to grievances or disciplinary action, except to the extent that such documents are not in final form, or are otherwise excluded from the definition of "Personnel File" under New Hampshire state law and regulations promulgated thereunder. This file shall contain any material that has or may be used to support any personnel action. Documents that make up the file may be stored in multiple locations, provided that there is one "formal" Personnel File that contains all of the information noted above. The Personnel File is intended to document information for legitimate uses by the University, to maintain documentation required by law, and to protect the bargaining-unit member's due-process rights.
- 7.2 A faculty member shall have full access to all materials in his/her official Personnel File. Requests shall be made in writing to UNH Human Resources, and the faculty member shall be promptly furnished with copies of any Personnel File content.
- 7.3 Any material in the official Personnel File which the faculty member can demonstrate to the University's satisfaction or to the satisfaction of an arbitrator to be inaccurate or untrue shall be immediately removed, and all copies destroyed.
- 7.4 If a faculty member disagrees with any of the information contained in his/her Personnel File, and the faculty member and the University cannot agree upon removal or correction of such information, or if an arbitrator does not order the information removed, then the faculty member may submit a written statement rebutting or explaining any document contained therein together with evidence supporting such version. Such statement shall be attached to the item, be maintained as part of the Personnel File, shall be included in any transmittal of the file to a third party, and shall be included in any disclosure of the contested information made to a third party.
- 7.5 Consistent with a bargaining-unit member's rights under this article, Personnel File shall not contain any anonymous information. An unsolicited letter may be included in a Personnel File if a copy is sent to the bargaining-unit member in question and if the letter is relevant and is signed by the author, subject to the limitations noted above.
- 7.6 Personnel files shall be maintained in the confidential custody of the University, and the University shall employ all reasonable measures to prevent unauthorized access.

7.7 Access to a faculty member's official Personnel File is limited to the faculty member, the representative expressly authorized by the faculty member, and University System authorized representatives, unless otherwise provided by law.

Article 8
APPOINTMENTS

- 8.1 A bargaining-unit member is classified in one of the faculty types listed in articles 8.2, 8.3, 8.4, and 8.5.
- 8.2 Tenured
- 8.2.1 Tenured bargaining-unit members are those who have achieved tenured status in accordance with this or a previous CBA, were appointed with tenure, or who achieved tenure prior to the merger between UNH and the Franklin Pierce Law Center. Tenured faculty serve an annual nine-month term and are eligible for additional pay outside their nine-month term.
- 8.2.2 Tenured bargaining-unit members are normally appointed as Professors of Law.
- 8.3 Tenure-track
- 8.3.1 Tenure-track bargaining-unit members are appointed as Assistant Professors of Law for the term of their initial contract.
- 8.3.2 Tenure-track bargaining-unit members are those who have been appointed under initial contract(s) or retained with a contract following a third-year review and who are expected to achieve tenure under this CBA. Tenure-track bargaining-unit serve an annual nine-month term, subject to their contract termination date and are eligible for additional pay outside their nine-month term.
- 8.3.3 Tenure-track bargaining-unit members who have been retained after their third-year review or who have joined the law school after serving more than three years on the tenure-track at another law school will normally be appointed as Associate Professors.
- 8.4 Secured and alternative-security-track
- 8.4.1 Secured and alternative-security-track bargaining-unit members are faculty who serve in a clinical or program-director role. Program directors within this classification's definition include Director of Legal Residencies, Director of Legal Writing, and Director of the Daniel Webster Scholars Program.
- 8.4.2 Secured bargaining-unit members are those who have achieved an alternative security status equivalent to ABA Standard 405(c) in accordance with this or a previous CBA, were appointed with alternative security, or achieved alternative security prior to the merger between UNH and the Franklin Pierce Law Center. Secured bargaining-unit members shall be appointed at the rank of Clinical Professor of Law. Secured bargaining-unit members shall have the operating title of Professor of Law and Director of [program or clinic name].

- 8.4.3 Alternative-security-track bargaining-unit members are those who have been appointed on initial contract(s) or retained following a third-year review and who are anticipated to achieve alternative security within six years of initial hire. On initial appointment, alternative-security-track bargaining-unit members shall be appointed at the rank of Assistant Clinical Professor of Law. The operating title of this position is Assistant Professor of Law and Director of [program or clinic name]. After a successful third-year review in accordance with Article 13 or when a bargaining-unit member has comparable faculty experience at another school, an alternative-security-track bargaining-unit member shall be appointed at the rank of Associate Clinical Professor of Law. The operating title of this position is Associate Professor of Law and Director of [program or clinic name].
- 8.4.4 Legal clinicians are appointed on an annual, twelve-month term. If a clinic is eliminated, the clinical faculty position associated with it will be eliminated, and the faculty member's employment will normally be terminated in accord with Article 19.
- 8.4.5 Program directors are committed to teach and direct the program for which they were hired for an annual nine-month term. If the Dean determines that the academic program requires the director to serve twelve months of the year, then the position shall be so configured and compensated proportionally.
- 8.4.5.1 Reconfiguration from a nine-month term to a twelve-month term does not apply to the Director of the Daniel Webster Scholars Program.
- 8.4.6 Alternative-security-track bargaining-unit members shall be appointed to an initial contract term of three years. After a successful third-year review in accordance with Article 13, an alternative-security-track bargaining-unit member shall be appointed to a renewal contract term of three years.

8.5 Lecturer

- 8.5.1 A Lecturer is a faculty member who has been hired on a two- to five-year renewable contract for teaching and other duties stipulated by the contract. Lecturers serve nine-month terms. The operating title of this position is Assistant Professor of Legal Skills.
- 8.5.2 The appointment term for Senior Lecturers will normally be three years, and five years for Principal Lecturers. The operating titles of these positions are Associate Professor of Legal Skills and Professor of Legal Skills, respectively.
- 8.5.3 Lecturers appointed as librarians serve twelve-month terms rather than nine-month terms.

8.5.4 A bargaining-unit member appointed pursuant to section 8.5 shall be appointed at the initial title of Lecturer, unless the bargaining-unit member has prior faculty experience at another school comparable to that of a Senior Lecturer or Principal Lecturer, in which case the Dean may make the initial appointment at that level.

8.6 Reserved Right to Hire

8.6.1 In the Dean or Dean's designee's sole discretion, the law school may employ other faculty, such as adjuncts, visitors, or emeriti faculty.

8.7 National Search Required

8.7.1 To fill a non-Lecturer faculty position, except in the case of rank promotion from within, the faculty classifications defined above require a national search. Lecturer positions require at least a regional search. (The search requirement may be waived to fill a one-year term non-renewable position.)

8.7.2 No position requiring a national or regional search may be filled without a meeting of the faculty with the finalists or candidate after which the faculty may advise the Dean.

Article 9
WORKLOAD

9.1 Workload Policy

- 9.1.1 Faculty workloads are determined by the University and shall take into account teaching, scholarship, and service as those terms are defined this Article.
- 9.1.2 Faculty members can be most effective if there is reasonable flexibility in determining the manner in which they carry out their responsibilities. At the same time, the Dean must have the ability to manage and adjust to curricular and enrollment trends.
- 9.1.3 These policies for determining annual faculty workloads are and will be designed to recognize and acknowledge individual faculty interests and strengths, to maintain an equivalent set of workload expectations across the school, and to support an assignment process that is transparent, mutually accountable, and fiscally responsible.
- 9.1.4 Quality teaching is expected of all faculty, regardless of rank or secure status.

9.2 Definitions

- 9.2.1 “Teaching,” whether residential or online, means all in- and out-of-classroom activities necessary to prepare and deliver a course and to support and assess students in achieving the defined learning outcomes for the course, and for an individual course may include developing a syllabus, developing lecture notes, lecturing, guiding class discussion, creating and grading assignments and assessments, monitoring student performance, monitoring student participation in online discussion fora, providing feedback to students, responding to questions from students, working with a teaching assistant, developing online or hybrid courses, and/or updating course materials to ensure that they remain accurate and up to date.
- 9.2.2 “Scholarship” means any substantial work of a creative, analytical, critical, or explanatory nature, which contributes to the understanding, interpretation, development, or reform of the substantive or procedural law, the legal profession, or legal education; contributes to the administration of justice; addresses the needs of underserved communities; aids lawyers, policymakers, and judges in the practice and making of law; or contributes to the use of law or legal techniques in other disciplines or represents a like contribution that is multidisciplinary. Evidence of scholarship may include, but shall not be limited to, the following:
 - 9.2.2.1 Publication of articles, books, book chapters, book reviews, casebooks, comments, notes, teaching materials, and textbooks;
 - 9.2.2.2 Presentation of papers and organization and participation in symposia and academic conferences;

- 9.2.2.3 Preparation and submission of statutes, regulations, briefs, judicial opinions, and written reports and studies to and for governmental agencies and non-governmental organizations; and
 - 9.2.2.4 Journalism, continuing legal education, and public information and education.
 - 9.2.2.5 Notwithstanding the definition of scholarship in 9.2.2, an individual faculty member's scholarship may not consist completely of social media posts or the like.
- 9.2.3 “Service” means participation in governance of the program of legal education, the law school, and the university; service to the law school and university community; service to the legal academy and profession; and public service and outreach, as more fully set forth below:
- 9.2.3.1 Participation in the governance of the program of legal education, the law school, and the university includes serving on law school and university standing and ad hoc committees (such as accreditation self-study committees or strategic planning activities); serving in administrative roles such as program director or chair; and other shared governance activities of the law school and the university.
 - 9.2.3.2 Service to the law school and university community may include advising students/student organizations, conducting legal residency field visits, participating in bar preparation programming, *de minimis* participation in union governance, participation in the governance or operations of the law school and the university, attending admissions events, advising joint degree students, and similar service activities. Service to the law school and university will take precedence in workload assignments over voluntary, outside or self-selected service activities.
 - 9.2.3.3 Service to the legal academy or profession may include holding leadership positions in academic or professional organizations such as the AALS, ABA, SALT, CLEA, ALWD, LWI, AIPLA, LES, AALL, LLNE, or similar organizations; serving on editorial boards or as journal reviewers; participation in peer-review activity; and serving on state, national, or international boards, commissions, review panels, etc., and similar service activities.
 - 9.2.3.4 Public service and outreach may include serving the community at large in a professional capacity, enhancing the stature of the school and university while making contributions to the work of agencies and organizations. Public service and outreach may involve public speaking, such as for continuing legal education programs or working with non-governmental or governmental groups, and similar service

activities. Activities may also involve working with national, state, or local communities in support of the University's land-, sea-, or space-grant or other public service missions, and may require the candidate's expertise in assessing problems, assuring the delivery of services, developing policies, and planning, implementing, or evaluating the effectiveness of programs.

- 9.2.4 Although faculty workloads are determined by the University according to section 9.1.1, consistent with professional norms and principles of academic freedom, individual faculty members have the discretion and professional responsibility to choose specific projects and priorities and how best to allocate their time and efforts. Accordingly, the University may not assign faculty members to undertake specific scholarship or service projects (other than service consisting of participation in the governance or operations of the law school and the university), but must leave those decisions to the discretion and professional judgment of each bargaining-unit member.
- 9.2.5 "Minimum enrollment" for a course means the number of students necessary to offer the course from financial and/or pedagogical perspectives, as determined by the Dean with input from the faculty member at the time of assigning the course.
- 9.2.6 "Enrollment cap" means the maximum number of students that may be enrolled in a course. The Dean with input from the faculty member may set an enrollment cap on a course to recognize writing or skills intensity or other relevant features of the course. Enrollment caps for legal writing and skills courses shall be determined as indicated in section 9.3.7.
- 9.2.7 "Units" of work mean the following:
 - 9.2.7.1 For teaching, units are determined as follows:
 - 9.2.7.1.1 One unit of teaching is the time or effort required to prepare and teach a residential course at the law school of two or more credits, or a three- or four-credit undergraduate or graduate course at the Durham or Manchester campuses, or online undergraduate or graduate courses based at those campuses.
 - 9.2.7.1.2 Faculty who teach at least three legal writing or skills courses in a year will receive three units of teaching credit for teaching two courses in a semester.
 - 9.2.7.1.3 A one-credit course counts for a half unit.
 - 9.2.7.1.4 For online courses, as described in 9.5, below.
 - 9.2.7.2 For scholarship, units are determined as follows:

9.2.7.2.1. One unit of scholarship is the amount of scholarship for which the time, energy, and effort is equivalent to the time, energy, and effort needed for one unit of teaching, as defined in 9.2.7.1.1, above.

9.2.7.3 For service, units are determined as follows:

9.2.7.3.1. One unit of service is the amount of service for which the time, energy, and effort is equivalent for one unit of teaching, as defined in 9.2.7.1.1, above.

9.3 Workload by Appointment Type

9.3.1 The Dean assigns individual workload consistent with the University policy that defines a full workload for faculty in terms of eight “units” of work per annual appointment period for academic-year employees and ten “units” of work per annual appointment period for fiscal-year appointees.

9.3.2 Academic-year faculty not performing eight units of work per annual appointment period, to whom the University has offered at least eight units of work per annual appointment period, and fiscal-year faculty not performing ten units of work per annual appointment period, to whom the University has offered at least ten units of work per annual appointment period, may be reduced to no less than 75% of FTE provided the faculty member receives notice of and reason(s) for such reduction by March 1 for an adjustment that begins on July 1 of the same year.

9.3.3 Typical workload will be allocated according to the following table. Flexibility in workload assignment is critical to meet the needs of the program of legal education and its students, and accordingly, actual workload will vary depending on the circumstances in each case.

Appointment type	Teaching units	Scholarship units¹	Service units	Total units
Tenure-Track / Tenured Faculty (AY)	4	2	2	8
Clinic or Program Director (AY)	4	2	2	8
Clinic Director (FY ²)	8	0	2	10
Program Director (FY ³)	6	2	2	10
Lecturer (Non-Librarian) (AY)	6	0	2	8

¹ For faculty without a scholarship obligation, units consist of obligation to the program of legal education, which includes the time and effort required to adequately supervise and manage the assigned program or clinic or, for librarian lecturers, for professional practice.

² Includes 2 units for summer clinical offerings.

³ Includes 2 units for summer program work.

Appointment type	Teaching units	Scholarship units¹	Service units	Total units
Lecturer (Librarian) (FY ⁴)	2	6	2	10

9.3.4 *Tenure-Track and Tenured Faculty.* All tenure-track and tenured faculty in the Law School are expected to be actively involved in teaching, scholarship, and service. Tenured faculty are expected to produce a continuous record of quality teaching, a sustained record of scholarly productivity, and service contributions commensurate with senior faculty status.

9.3.4.1 The typical teaching load for tenure-track and tenured faculty will be four units per year, divided equally among semesters. However, in the event the faculty member prefers teaching more units rather than producing scholarship, as demonstrated by either (1) a statement to that effect to the Dean or (2) by not making progress towards producing scholarship, the Dean may assign up to two additional units of teaching or service and reduce scholarship units accordingly. For untenured tenure-track faculty, the teaching workload will be a maximum of four units per academic year.

9.3.4.2 The Dean has discretion to modify teaching workload in individual instances due to significant administrative responsibilities.

9.3.4.3 Tenure-track and tenured faculty members shall be presumptively entitled to be assigned two units of scholarship. Because many scholarly projects take more than one year to complete, any bargaining unit member with a scholarship obligation who has completed scholarship, as defined in this Article, in the previous three years and is making progress toward completion of scholarship may not be deprived of two units of scholarship.

9.3.5 *Clinic Directors and Program Directors.* Clinic directors and program directors are faculty with primary duties in the area of clinical and skills instruction, which are essential to the program of legal education. Program directors⁵ include the directors of the Academic Success Program, Daniel Webster Scholar Program, Legal Residency Program, Legal Writing Program, and Patent Practice Program.

9.3.5.1 Clinic directors and program directors carry substantial administrative responsibilities to coordinate faculty, curriculum, and external stakeholders.

9.3.5.2 Clinical and skills teaching may entail teaching clinical or skills-oriented law courses in the faculty members' clinic or program or

⁴ Includes 2 units for summer professional practice.

⁵ Inclusion of titles does not imply such titles will exist in perpetuity or that the University waives its rights in Article 5.

courses related to the subject matter of the clinic; directing and supervising students in live-client clinics; and/or administration of clinical programs, including maintaining positive relationships with the courts, the bar, and other related stakeholders.

- 9.3.6 *Lecturers (Non-Librarian)*. Lecturers are responsible for teaching, service, and any other duties defined by contract.
- 9.3.7 Lecturers and other faculty members who teach legal writing or skills courses must provide a large amount of individualized feedback to students. Therefore, no first-year legal-writing course taught by a full-time faculty member will be larger than 20 students.
- 9.3.8 All other legal-writing and skills courses will be capped as determined by the dean's office and registrar in consultation with the applicable faculty member(s). The Curriculum Committee will approve the cap for newly created courses.
- 9.3.9 For example⁵: Legal-writing and skills courses may include Legal Analysis and Writing I and II, Fundamentals of Legal Practice, Writing for Practice, Appellate Advocacy, Judicial Opinion Drafting, Contract Drafting, Patent Practice and Procedure I and II, American Legal Process and Analysis I and II, and similar courses requiring extensive individualized written feedback.
- 9.3.10 *Lecturers (Librarian)*. Librarians have three areas of principal responsibility: professional practice, teaching, and service.
 - 9.3.10.1 Professional practice includes activities related to collections and resources, administration and professional development, information technology, assigned research, scholarship and research support for other faculty, and public service.
 - 9.3.10.2 Teaching includes development of the legal research and information literacy curriculum.

9.4 Teaching Assignments

- 9.4.1 The slate of courses to be offered each year shall be determined by the Dean and Associate Dean in consultation with the faculty as a whole.
- 9.4.2 In making faculty teaching assignments, the Dean shall place the highest priority on curricular needs, but shall also take into account the experience, skills, and scholarship of individual faculty, the need to fairly balance workload, and the extra effort involved in new course preparation and online teaching.
- 9.4.3 In making faculty teaching assignments, the Dean or Associate Dean shall routinely (and at least annually) consult with each bargaining unit member to determine their experience, skills, and interests that would inform the teaching assignments. These consultations should include discussions of career and

professional goals, including all three aspects of assigned workload: teaching, service and, where applicable, scholarship. These consultations should be ongoing throughout the academic year.

9.4.4 After courses are assigned to each faculty member, the Dean's office shall circulate to the bargaining unit members a sheet prospectively identifying the assigned workloads for each member for the next academic year, including any summer workload. Faculty are encouraged to review this sheet and raise any concerns about their own workload to the Dean's office. Circulation of the sheet to bargaining unit members must occur no later than May 1st prior to the upcoming academic year. Service assignments will be discussed concurrently with the circulation of the sheet. However, full service assignments will be circulated no later than August 1. It is understood that service work varies in effort across a year and such assignments may be modified during an academic year.

9.4.4.1 In making service assignments, the Dean or Dean's designee must distribute the service assignments so all bargaining unit members are equitably sharing in the service obligations.

9.4.5 A scheduled course that does not run due to lack of enrollment will not lead to a negative adjustment to compensation for the affected bargaining unit member, nor will the bargaining unit member have an obligation to teach an additional course in a later academic year to make up for the cancellation. The bargaining unit member may be required to make up for the canceled course by taking on an equivalent number of units of teaching, scholarship, or service during the academic year of the canceled course provided that if the makeup work is additional teaching, then the faculty member is informed of the specifics of the additional teaching obligation by October 1st if the course is a new prep and November 1st if otherwise. The member may voluntarily agree to make up the canceled course or equivalent unit(s) of teaching in the summer only with their express consent. If a course is cancelled for low enrollment in the Spring, a faculty member may be assigned another course for that same semester.

9.4.6 Before teaching a residential course on the Concord campus is offered to an adjunct the Dean or Dean's designee must meet with any qualified bargaining unit member interested in teaching the course and discuss, in good faith, the possibility of the bargaining unit member teaching the course.

9.4.6.1 If the bargaining unit member accepts the course, it shall be considered an overload assignment unless otherwise agreed to by the Dean and the bargaining unit member.

9.5 Online Courses

9.5.1 As with the residential curriculum, the Dean must have the ability to manage and adjust to curricular and enrollment trends with the online and hybrid curriculum

while respecting principles of academic freedom and individual intellectual-property rights. Online and hybrid courses are treated the same as all other courses with the following exceptions:

- 9.5.2 Creating an online course is considered one unit of work.
- 9.5.3 If a bargaining unit member develops materials to teach an online course, that bargaining unit member will be offered the opportunity to teach the course in future semesters when the course is offered.
 - 9.5.3.1 If the faculty member declines to teach the course, or if the course cannot be offered to the faculty member because of other workload commitments, the course will be offered to other bargaining-unit faculty. If no other bargaining-unit faculty agree to teach the course, the dean may assign the course to a qualified member of the faculty of the dean's choosing, or if the assigned faculty member declines to teach the course, the dean may elect to use adjunct faculty to teach the course.
- 9.5.4 Faculty who are assigned to teach an online course are expected to review the materials and work to update any areas which are out of date.
- 9.5.5 Upon petition under 9.6.5.2 and 9.6.5.3, one or more ad hoc committees will be established to determine if online courses need to be recreated to be consistent with the curricular goals of the Law School.
 - 9.5.5.1 A committee shall consist of one bargaining-unit faculty member elected by the faculty and one selected by the Dean. A third member, jointly selected by the other two committee members, may be added at the request of either of the other two committee members. At least one member of the committee must be a subject-matter expert for the particular course being evaluated. For purposes of this article, a "subject-matter expert" is defined as a faculty member who has previously taught the course or similar subject matter before, has practical experience in the subject matter area, or has published scholarship in the subject matter area.
 - 9.5.5.2 Upon petition by the faculty member who created the course, the faculty member who last taught the course, or the faculty member assigned to teach the course next, the committee makes a final determination as to whether the course must be recreated.
 - 9.5.5.3 The petition shall explain why the course needs to be redesigned in sufficient detail for the committee to be able to evaluate the need with only reasonable diligence.

- 9.5.6 No online class shall go more than five years without being recreated unless the faculty member who created the course has regularly updated the course during the same five-year period.
 - 9.5.7 Proper attribution for the creation of the online course and any subsequent updates will identify the faculty who created each. If a faculty member leaves the university, the attribution will be updated to reflect that they are no longer UNH faculty and may include their new position/title if appropriate.
 - 9.5.8 Teaching an online course will be equal to one unit of work.
 - 9.5.9 Each section of an online course will be treated as its own course. For courses other than legal writing, skills, and/or related courses that provide a large amount of individualized feedback to students, multiple course sections may be treated as a single course if they share substantially similar methods of instruction, schedules, assignments, and assessments.
 - 9.5.10 The enrollment caps in 9.3.7 and 9.3.8 for legal writing and skills courses apply to online legal writing and skills courses.
- 9.6 Limitations on Use of Adjuncts
- 9.6.1 Except in exceptional circumstances, as determined by the Dean, no adjunct may teach more than two courses per semester.
 - 9.6.2 Except in exceptional circumstances, as determined by the Dean, no adjunct may teach more than four courses during any year unless the adjunct is teaching in online programs.
- 9.7 Summer Semester
- 9.7.1 The dean, with the consent of the faculty member, may assign summer courses to a faculty member as part of their regular workload assignment. Such assignment would replace teaching units in either the Fall or Spring of the preceding Academic Year.
 - 9.7.2 Faculty assigned summer courses in accordance with this provision are not entitled to additional compensation for this work.
 - 9.7.3 Nothing in this provision would preclude faculty from accepting summer teaching assignments on an overload/summer basis which are compensated as described in Article 16.2 (Overload and Administrative Stipends).
 - 9.7.4 Atypical Semester Schedule. Consistent with the terms of the CBA, and with the consent of the applicable bargaining-unit member, the University may hire new bargaining-unit members and may assign existing bargaining-unit members to regular workloads which include atypical semester assignments: Fall-Summer or Spring-Summer.

- 9.7.4.1 The duration of the atypical semester schedule for a bargaining-unit member is limited to four years but may be extended for additional periods of up to four years upon mutual agreement between the bargaining-unit member and the Dean. If a bargaining-unit member and the Dean do not extend the four-year atypical semester schedule, the bargaining-unit member will return to the typical academic-year schedule (Fall-Spring).
- 9.7.4.2 Faculty should provide notice of a desire to return to a typical semester schedule two years prior to the conclusion of their current four-year atypical schedule.
- 9.7.4.3 Faculty assigned Summer courses as part of their regular teaching load may accept teaching assignments in the Fall or Spring on an overload basis, which are compensated as described in Article 16.2.
- 9.7.4.4 Consistent with the expectations of the assignment, service work may be expected of faculty in their assigned semesters. No service work, other than de minimis service work, will be expected outside the faculty member's atypical semester schedule.
- 9.7.4.5 By mutual agreement, the faculty member may be appointed to a shorter atypical semester schedule term than four years.

Article 10
CONSULTING AND CONFLICT OF INTEREST

10.1 General

10.1.1 Bargaining-unit members are expected to be full-time faculty, as defined by governing American Bar Association accreditation and other guidelines.⁶ Nevertheless, faculty are encouraged to participate in professional activities as a means of improving not only their own competence and prestige, but the prestige of the University of New Hampshire as well.

10.1.2 While engaging in these activities, faculty members have the obligation to avoid ethical, legal, financial and other conflicts of interest to insure that their outside activities and interests do not conflict with their primary responsibilities at the institution. Faculty are subject to all relevant USNH/UNH policies such as the "UNH Conflict of Interest and Commitment Policy" and the "Intellectual Property Policy" as published in the USNH online policy manual. USNH/UNH policy will be in effect, except where it may be in direct conflict with this Agreement. The fact that UNH is a public institution must always be kept in mind.

10.2 Uncompensated Professional Activities of Full-Time Faculty

10.2.1 It is understood that faculty regularly engage in normally unpaid activities such as holding office in a scholarly or professional organization, editorial office or duties for a learned journal, writing books or articles, attendance at professional meetings, colloquia, symposia, site visits, and similar gatherings. These scholarly activities further the mission of the University by facilitating the development and dissemination of knowledge. Within reasonable limits, and consistent with workload assignments, faculty are encouraged to undertake such duties.

10.3 Compensated Professional Activities of Full-Time Faculty

10.3.1 To the extent that compensated professional activities (e.g. consulting, research, and/or service) involve the faculty members' professional expertise, further the status of their profession, and contribute to their own professional competence, these activities are also encouraged. However, all such activities should meet the criteria of balance, appropriateness, and, as stated above, avoidance of conflict of interest. All full-time faculty may engage in such compensated professional activities, subject to the following conditions:

⁶ Current ABA guidance provides that a full-time faculty member "means an individual whose primary professional employment is with the law school, who is designated by the law school as a full-time faculty member, who devotes substantially all working time during the academic year to responsibilities described in Standard 404(a), and whose outside professional activities, other than those described in Standard 404(a), if any, do not unduly interfere with his or her responsibilities as a full-time faculty member.

- 10.3.1.1 The activities should sustain or improve his/her own professional prestige.
- 10.3.1.2 The activities should be within the professional competence of the faculty member and in compliance with federal and state regulations.
- 10.3.1.3 The activities should conform to ABA Interpretation 402-2.⁷
- 10.3.1.4 Before consultative activities take place, agreement between the Dean and faculty member will be reached that the activities satisfy 10.3.1.1 - 10.3.1.3 above. When required, the confidentiality of a client will be honored.
- 10.3.1.5 Before any ongoing relationship is undertaken, agreement between the Dean and faculty member will be reached that the relationship satisfies 10.3.1.1 – 10.3.1.3 above, and that the ongoing relationship will not unduly interfere with the faculty member’s full-time commitment to teaching, research, and public service, availability to students, and participation in the governance of the law school, to the same extent expected of full-time faculty. Once the Dean has approved such an ongoing relationship, the faculty member need not consult with the Dean with respect to activities undertaken as part of the ongoing relationship. The faculty member is responsible to independently assure that any such activities avoid all conflicts as provided in this Article. Any on-going relationship with a law-firm or other business is subject to review by the Dean and faculty member every three years. If the Dean determines that the ongoing relationship no longer satisfies 10.3.1.1 – 10.3.1.3 above, or is unduly interfering with the responsibilities of the faculty member as full-time faculty, the Dean may require that the ongoing relationship be terminated. In this case, the faculty member will be permitted to continue the relationship for a period of time sufficient to end the relationship and to withdraw from any matters and representations in a manner consistent with any applicable federal, state, or court rules, and with any applicable rules of professional conduct.
- 10.3.1.6 Faculty members need not consult with the Dean as otherwise required by this Article for consulting work that: (a) is reasonably expected to be *de minimus* - not to exceed sixty hours in any given academic term; or (b) takes place during an academic break or during an academic term in which the faculty member is not teaching. In such circumstances, faculty

⁷ "Regularly engaging in law practice or having an ongoing relationship with a law firm or other business creates a presumption that a faculty member is not a full-time faculty member under this Standard. This presumption may be rebutted if the law school is able to demonstrate that the individual has a full-time commitment to teaching, research, and public service, is available to students, and is able to participate in the governance of the law school to the same extent expected of full-time faculty."

are responsible to independently assure that the consulting work avoids all conflicts as provided in this Article.

10.3.2 The faculty member is primarily responsible for avoiding conflict with either his/her campus obligations or USNH and UNH policies. If such activities are expected, on average, to require more than the equivalent of one day a week in a given situation, arrangements shall be made with the Dean.

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

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

10.4.2 No faculty member shall use stationery or letterhead of the University System or campuses in connection with professional activities unless the use of such materials is approved by the Dean.

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

10.5 Goods or Services Personally Benefiting Faculty

10.5.1 Faculty members who would benefit financially from the supplying of goods or services to the University System by any prospective supplier may not participate in the decision process leading to the choice of supplier. Specifically, faculty members who have, or who reasonably anticipate having, either an ownership interest, a significant executive position in, or a consulting or other remunerative relationship with a prospective supplier may not participate in the recommendation of, drafting of specifications for, or the decision to purchase the goods or services involved. Faculty members who know that a member of their family (or any other person with whom they have a personal or financial relationship) has an ownership interest or a significant executive position in a prospective supplier are also disqualified from participating in the purchasing of goods and services. However, faculty members whose sole ownership interest in a potential supplier is held by a fiduciary (such as TIAA/CREF, a blind trust or

mutual fund) that has the power to acquire or dispose of the interest without consultation with the faculty member are not disqualified from participation in the purchase decision.

10.5.2 When a faculty member is disqualified from participating in a procurement decision, the fact of the disqualification and the reason for it must be reported to others in the decision, to the extent that reporting the reason for disqualification would not violate any obligation of confidentiality.

10.6 Appropriation of Institutional Service or Business Opportunities

10.6.1 As part of its mission of public education, USNH becomes involved in activities that may be competitive in nature. In areas where USNH is providing goods or services that are also available outside USNH, faculty members are prohibited from appropriating business opportunities from USNH.

Article 11
ANNUAL PERFORMANCE REVIEW

- 11.1 A consistently high level of performance by all members of the bargaining unit is crucial to the educational mission of the University. The annual performance review should provide candid, respectful, and objective feedback as part of a reflective professional development process.
- 11.1.1 Faculty performance will be assessed, consistent with assigned duties, on the quality of teaching, scholarship (to the extent that the faculty member has a scholarship obligation), and service, as well as overall productivity and contributions to the Law School community. In addition, the quality of the bargaining unit member's performance of any administrative duties assigned to the member will be assessed.
- 11.1.2 In assessing faculty performance, student evaluations of teaching will be taken into consideration only with regard to the faculty member's quality of education or professional conduct. The Dean shall be mindful of the limitations of student evaluations of teaching and shall seek to verify any negative comments before relying on them in the annual performance review. Any instrument distributed to students for the evaluation of faculty must be approved by a vote of the faculty. The student evaluation period will be closed as of the start of exam period unless the faculty votes that it remain open during the exam period so that students may provide feedback on faculty summative assessments, including exams, and how well students were prepared by the faculty member for the final objectives of the class.
- 11.1.3 If available and relevant, classroom observations, peer ratings, self-evaluations, learning outcome and assessment measures and teaching portfolio should be included in factors in considering a faculty member's quality of education. Nothing in this paragraph permits any unannounced classroom observations by the Dean, the Dean's designee, or any other agent of the Board or the University.
- 11.2 All members of the bargaining unit shall complete a Faculty Annual Report (including a self-assessment) by March 15th of each academic year using the instrument determined by the University and tailored to the Law School. A current curriculum vitae should accompany the Faculty Annual Report.
- 11.2.1 The University will provide notice to all faculty of any changes to the instrument, including changes to the information requested of faculty, not later than September 30 of each academic year.
- 11.3 Prior to commencement, the Dean will meet with each member of the bargaining unit to discuss his/her performance. The evaluation will be based on documentation relevant to the assessment areas detailed in 11.1.1. However, no adverse material other than that submitted by the reviewed member will be used without prior notice and disclosure to

that member, and in no case may anonymous adverse material be considered except as consistent with Article 7.

- 11.4 By June 30th, the Dean will provide a written review to the bargaining unit member. The written review shall convey an assessment of overall performance, including any necessity for improvement and growth, as well as any areas of excellence. The written review will indicate clearly whether the faculty member is a) exceeding, b) meeting, or c) not meeting expectations, and the reasons therefore. In cases where expectations are not being met, specific steps to be taken toward improvement will be stated.
- 11.5 A copy of the review letter and the Faculty Annual Report will be placed in the bargaining unit member's personnel file. If the member so elects, he/she may submit a written rebuttal to the review which shall be included in the personnel file.
- 11.6 The results of performance reviews will inform decisions about contract renewals as relevant. If a member without a scholarship obligation meets or exceeds expectations for teaching and service, scholarship may be favorably taken into account in such decisions.

Article 12

TENURE AND TENURE TRACK: PROMOTION CRITERIA AND PROCESSES

12.1 Scope

12.1.1 This article governs tenure review for tenure-track faculty (resulting in promotion from Associate Professor of Law to Professor of Law). It also governs, as described in section 12.11, third-year retention review for tenure-track faculty (resulting in promotion from Assistant Professor of Law to Associate Professor of Law).

12.2 Mandatory Tenure Decision

12.2.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in their case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the immediately following appointment year. If there is a negative tenure decision in the mandatory year, then the candidate will be notified of their non-reappointment and offered a terminal contract for the immediately following academic year.

12.2.2 The University shall not defer a tenure decision beyond the time stated, even though the candidate and their colleagues may agree that a delay would be desirable.

12.2.3 For a person with no prior full-time experience at an accredited law school, a mandatory tenure decision must be made at the end of six years of full-time service at the University. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability as defined by USNH policy, or any period of time during which the faculty member is on leave without pay for non-professional reasons for at least ten weeks in an academic year. For circumstances that are not covered by official interim disability, such as family illness or the birth or adoption of a child, the University and the faculty member may agree to exclude one year from the total full-time years that count towards tenure. Faculty desiring to exclude one year must make a request to the Provost/Vice President for Academic Affairs within one year of the precipitating event, or by May 15 of the year preceding the original mandatory decision year, whichever comes first. The Provost/Vice President for Academic Affairs shall inform the faculty member, the Association, and the Dean, of her or his response to the request and the reasons therefore. The approval of both the University and the Association is required if the year to be excluded coincides with the original mandatory decision year. Requests to exclude any years in excess of one from the years counted toward tenure must be approved by both the University and the Association.

- 12.2.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost/ Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.
- 12.2.5 For persons with prior full-time service at other accredited law school, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at an accredited law school before a tenure decision is required shall be at least six years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; and (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second appointment year.

12.3 Timeline of Tenure Review

- 12.3.1 Tenure review is initiated when a tenure-track faculty member (the candidate) provides written notice to the Dean and the Standing Committee (the Law School's governance committee responsible for oversight of the faculty promotion and tenure process) that the candidate plans to seek tenure. In the usual course, such notice should be provided by February 1 of the calendar year before a candidate seeks to receive tenure.
- 12.3.2 Upon receiving notice from a candidate that she or he plans to seek tenure, the Standing Committee shall promptly appoint a Tenure Review Committee in accordance with section 12.4.
- 12.3.3 The Tenure Review Committee shall arrange for observations of the candidate's teaching during the spring and fall semesters of the calendar year before the candidate seeks to receive tenure.
- 12.3.4 The Tenure Review Committee shall arrange for outside reviews of the candidate's scholarship during the spring semester and summer of the calendar year before the candidate seeks to receive tenure.
- 12.3.5 The candidate shall provide the Tenure Review Committee a tenure file in accordance with section 12.5 by September 1 of the calendar year before the candidate seeks to receive tenure.
- 12.3.6 Upon receiving the tenure file, the Tenure Review Committee shall prepare an evaluation and recommendation report, in accordance with section 12.9.2, in sufficient time for a vote of the tenured and secured faculty to take place during the fall semester of the calendar year before the candidate seeks to receive tenure.

12.3.7 Following the faculty vote, the Dean shall prepare a Promotion and Tenure Statement for the University in accordance with section 12.10. Review by the University will, in the usual course, occur over the spring semester and summer of the calendar year in which the candidate seeks to receive tenure.

12.4 Tenure Review Committee

12.4.1 The Tenure Review Committee shall be appointed by the Standing Committee.

12.4.2 The Tenure Review Committee shall consist of at least three members of the faculty, all of whom must have tenure or security, comprising a range of faculty interests and expertise. In the usual course, the Tenure Review Committee should have at least five members, though a smaller committee is permitted when faculty workloads or other service obligations make a larger committee impractical.

12.4.3 The Standing Committee shall consult with the candidate on the composition of the Tenure Review Committee, considering any recommendations or concerns about faculty members who might be appointed. The final decision about Committee membership shall be made by the Standing Committee.

12.5 Tenure File

12.5.1 A candidate for tenure shall prepare a tenure file containing a case statement, a curriculum vitae, copies of published scholarship and works in progress upon which the candidate relies, copies of student evaluations of teaching, any other relevant materials as exhibits to the case statement, and the names of any people who may be able to attest to the candidate's achievements.

12.5.2 The case statement should be organized according to the criteria for tenure described in section 12.6. It should describe candidate's professional activities, accomplishments, and challenges during her or his time at the school and at any prior law schools. It should also include a self-assessment of the candidate's performance and a discussion of the candidate's future plans and potential for growth in each area of criteria. It should also include the following information:

12.5.2.1 *Teaching Effectiveness:* The candidate should include the learning and teaching objectives, techniques for implementing those objectives, and student assessment tools for each course the candidate has taught.

12.5.2.2 *Scholarship:* The candidate should describe completed works of scholarship and works in progress and how each fits into her or his scholarly agenda. The candidate should also describe how she or he expects that agenda to evolve in the future.

12.5.2.3 *Service:* The candidate should include a list of all committees on which she or he has served and any other significant governance activities in which she or he has engaged. The candidate should also describe how he or she has contributed to the university, legal academy/profession, and

the public, including listing specific committees, initiatives or other activities.

12.6 Criteria for Tenure Review

12.6.1 Candidates for tenure are evaluated according to three criteria: (1) teaching effectiveness, (2) scholarship, and (3) service. Teaching, scholarship, and service are defined in Article 9: Workload, and work falling within those definitions may be considered by the Tenure Review Committee, the Faculty, the Dean, and the University for purpose of tenure review.

12.6.2 Teaching Effectiveness

12.6.2.1 A candidate for tenure is required to demonstrate skill and success in the following areas:

- Mastery of the subject matter, including knowledge of recent developments in the field and the ability to establish the perspective of the material taught to the larger scheme of the law;
- Overall course and class organization and preparation, including rigorous assessments that promote student learning;
- Clarity of communication with students, including ability to constructively respond to questions in the classroom and in informal settings;
- Accessibility to students for purposes of supplementing the classroom teaching; and
- Fair and professional treatment of students in all matters, including especially classroom demeanor and grading.

12.6.2.2 The Tenure Review Committee should examine the following sources of facts in evaluating teaching effectiveness:

- *Classroom Observations:* In each semester, at least two members of the Tenure Review Committee should attend at least one full class for each course taught by the candidate.
- *Review of Course Materials:* The Tenure Review Committee should examine the candidate's syllabi, exams, other assessments, and materials created for grading (e.g., rubrics or sample answers).
- *Student Evaluations:* The Committee should review all available student evaluations of the candidate. The Committee's analysis should take account of student comments, the numerical measures

contained in student evaluations, and the limitations of the evaluation instrument.

- *Solicited Student Comments:* The Tenure Review Committee should solicit comments from the student body concerning the faculty member, but should disregard any comments offered anonymously except to the extent they are otherwise verified within the material available for Committee review. The Committee should take care to maintain the confidentiality of students who provide comments and communicate that confidentiality at time of solicitation.
- *Analysis of the Candidate's Case Statement:* The Tenure Review Committee should review the candidate's reflection on her or his teaching effectiveness and relate it to the facts and conclusions the Committee draws from review of the materials listed above.

12.6.3 Scholarship

12.6.3.1 A candidate for tenure is required to demonstrate substantial and high-quality contributions to scholarship in the past and a continuing commitment to making substantial and high-quality contributions to scholarship in the future.

12.6.3.2 For the purpose of a positive tenure recommendation, a candidate demonstrates successful past contributions to scholarship by completing at least three substantial, high-quality, full-length law-review articles or the equivalent in books, book chapters, and/or academic publications in cognate fields. Such scholarship includes a wide variety of subject matters and methodologies and specifically includes topics such as legal pedagogy and legal writing.

12.6.3.3 Because publication timetables vary by publisher, journal type, and academic field and subfield, a work of scholarship is considered completed when it has been substantially written and is capable of evaluation for quality.

12.6.3.4 The Tenure Review Committee should examine the following sources of facts in evaluating scholarship:

- *Review of the Candidate's Scholarship:* The Tenure Review Committee should evaluate the works of scholarship included in the candidate's tenure file, keeping in mind the limitations inherent in reviewing scholarship outside one's own fields of scholarship.
- *Outside Reviews of the Candidate's Scholarship:* The Tenure Review Committee should examine the outside reviews of the candidate's scholarship solicited according to section 12.7.

- *Outside Indicia of High-Quality Scholarship:* The Tenure Review Committee should consider any outside indicia of high-quality scholarship, including published reviews, awards, citations, and the like. Although such indicia can provide evidence of high-quality engagement in scholarship, a candidate is not required or expected to show such indicia to obtain a positive tenure recommendation.
- *Analysis of the Candidate's Case Statement:* The Tenure Review Committee should review the candidate's reflection on her or his scholarship and relate it to the facts and conclusions the Committee draws from review of the materials listed above.

12.6.3.5 The tenure-review process may not consider peer-review evaluations obtained by editors in connection with potential publication in peer-reviewed journals.

12.6.4 Service

- 12.6.4.1 A candidate for tenure is required to demonstrate a commitment to working cooperatively and effectively within a shared governance environment, through service including service on standing and *ad hoc* committees, advising students and student organizations, and/or other forms of service as assigned by the dean or the dean's designee. Cooperative and effective efforts require that faculty meet their obligations in a timely, complete, and competent manner.
- 12.6.4.2 A candidate for tenure is also required to demonstrate meaningful contributions to the community. The precise nature of that contribution is the responsibility of each candidate, but it is important that the candidate engage in some activity outside the academic program that relates to the Law School in a significant manner. Examples of such contributions include, without limitation, service to the legal academy such as on ABA or AALS committees, service to the bar through participation in continuing legal education or other bar or bench initiatives, and involvement in activities that are designed to promote the rule of law.
- 12.6.4.3 The Tenure Review Committee should examine the following sources of facts in evaluating service:
- *Review of Governance Contributions:* The Tenure Review Committee should review any governance contributions such as accreditation reports, academic rule drafts, curricular analysis, or similar materials.
 - *Solicited Comments from Colleagues and Staff:* The Tenure Review Committee should solicit comments regarding the candidate's

service contributions from all faculty members and all staff who have worked with the candidate.

- *Solicited Comments from Students:* The Tenure Review Committee should solicit comments from students who have been advised or otherwise been exposed to the candidate's governance roles, such as individual advisor, student group advisor, or other similar activity, but should disregard any comments offered anonymously except to the extent they describe events that have been independently verified. The Committee must seek to verify any negative comments from students on which it relies in its evaluation and recommendation report.
- *Analysis of the Candidate's Case Statement:* The Tenure Review Committee should review the candidate's reflection on her or his service and relate it to the facts and conclusions the Committee draws from review of the materials listed above.

12.6.5 In addition to the materials listed in this section, the Tenure Review Committee may consider submissions, reports, and recommendations made in connection with the candidate's third-year retention review.

12.6.6 Except as specifically provided, nothing in this article shall preclude a candidate, the Tenure Review Committee, the Dean, or the University from investigating or considering facts relevant to the tenure decision that are not specifically enumerated in this article.

12.7 Outside Reviews of Scholarship

12.7.1 The Tenure Review Committee must obtain at least three outside reviews of the candidate's scholarship.

12.7.2 The Tenure Review Committee shall consult with the candidate about potential reviewers in appropriate fields of expertise, considering any recommendations or concerns about potential reviewers and any potential conflicts of interest. The final decision about potential reviewers shall be made by the Tenure Review Committee.

12.7.3 Conflicts of interest precluding selection as a reviewer include, without limitation, personal, familial, or similar relationships that would preclude a reviewer from forming and expressing honest opinions about the candidate's scholarship. It is not a conflict of interest that a potential reviewer previously reviewed and commented on the candidate's work prior to acceptance for publication, as long as that fact is specified in the reviewer's letter.

12.7.4 After considering potential reviewers, the Tenure Review Committee should contact potential reviewers and invite them to assist. The Committee should ask each reviewer to read and assess one or more pieces of the candidate's

scholarship, providing for each piece an overview of its strengths and weaknesses, an assessment of its overall contribution to the relevant field or fields, and an assessment of whether it demonstrates a substantial and high-quality contribution to legal scholarship.

12.7.5 After receiving outside reviews, the Tenure Review Committee may ask for further review by the same or a second set of reviewers if there are questions raised about the candidate's scholarship.

12.7.6 Because review of scholarship will take time, it is expected that the Tenure Review Committee will begin contacting potential reviewers as soon as possible in the spring semester, and should strive to have completed the process by the beginning of the fall semester, of the calendar year before the candidate seeks to receive tenure.

12.8 Confidentiality

12.8.1 Promotion and tenure material shall be maintained in an appropriate location determined by the University and the Tenure Review Committee. Candidates, in the presence of the Dean or their designee, may have access to the non-confidential promotion and tenure materials.

12.8.2 *Confidential materials:* To encourage participation and to ensure candor, outside reviews of scholarship and notes and records of comments solicited from students, faculty, and staff are confidential and may not be shared with a candidate. In accordance with section 12.9.2, however, the Tenure Review Committee must share a summary of any negative comments that will be included in its report and provide the candidate an opportunity to respond. No individual name or title should be identified in such summary to protect confidentiality.

12.8.3 *Independent summary of confidential materials:* After the Tenure Review Committee has provided the candidate a copy of its draft report and met with the candidate to discuss its findings pursuant to 12.9.3, but before the faculty vote pursuant to 12.9.5, the candidate may request an independent summary of the confidential materials which will be prepared by a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three tenured faculty members and the Dean or their designee will choose one of them. This summary must not include the names of reviewers or others providing confidential information. The candidate is entitled to submit a rebuttal to the summary. If a rebuttal is submitted, both it and the summary upon which it is based become part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become part of the promotion and tenure file.

12.9 Tenure Review Process and Vote

12.9.1 Upon receipt of the candidate's tenure file, outside reviews of the candidate's scholarship, teaching observations, and solicitation of comments, the Tenure

Review Committee shall evaluate the candidate based on the tenure criteria and prepare a draft written report of its findings.

- 12.9.2 The Tenure Review Committee's written report should comprehensively describe its findings as to the candidate's strengths and weaknesses with respect to each tenure criterion, including the candidate's potential for growth. The report shall include a description of the Committee's procedures and of the basis for its findings. The report shall also include a statement describing any significant positive comments or concerns about the candidate expressed by students, faculty, or staff, even if the Committee concludes that it does not, ultimately, share those views.
- 12.9.3 The Tenure Review Committee must provide the candidate a copy of its draft report and meet with the candidate to discuss its findings. The Committee may also identify any areas of the candidate's case statement that should be expanded or clarified in light of the Committee's findings. After meeting with the Committee, the candidate may revise and expand the initial case statement, as appropriate, in response to the Committee's findings.
- 12.9.4 The candidate's final case statement and Tenure Review Committee's written report will ordinarily be submitted to the faculty by the beginning of December in the calendar year before the candidate seeks to receive tenure.
- 12.9.5 The faculty vote on tenure shall occur no later than December of the candidate's sixth academic year of employment (except as provided in section 12.2: Mandatory Tenure Decision). The tenured and secured faculty shall meet to discuss and vote on the tenure of the candidate under review. Though the Dean and Associate Dean are tenured faculty members, they shall not participate in the faculty vote. Tenure may be recommended only by a majority vote of the members of the faculty with tenure or clinical security who are eligible to vote.

12.10 Dean and University Review

- 12.10.1 Following the faculty vote, the Dean shall prepare her or his tenure recommendation for the Provost (the Promotion and Tenure Statement). The recommendation shall be transmitted, along with the complete tenure file, to the Provost's Office by the date prescribed by that office.
- 12.10.2 The Dean's recommendation should include the faculty vote tally, a summary of any discussion regarding the candidate's suitability for tenure, and any other relevant information that the Dean chooses to include. The recommendation will conform to the requirements and format specified by the Provost's Office.
- 12.10.3 If the Committee or Dean receives new information that directly bears on the tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate's access to this new information will be on the same basis as that provided for other information in the file. Unless a review is requested (see

section 12.10.7), no new information will be accepted after the Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

- 12.10.4 The Provost shall evaluate all cases. If the Provost is likely to issue a negative recommendation concerning tenure, then he or she shall consult with each of those among the following who may have recommended positively: the Tenure Review Committee, the voting faculty, and the Dean. If the Provost is likely to issue a positive recommendation concerning tenure, there shall be a prior consultation with either of these parties that may have recommended negatively.
- 12.10.5 The recommendation of the Provost, with all documentation, shall be presented to the President. The President's recommendation shall be presented to the Educational Excellence Committee of the Board of Trustees, with all documentation. If the President's recommendation seems likely to differ from that of the Provost, the President will consult with the Provost before making a final decision. The Provost shall notify the Dean, who shall notify the candidate.
- 12.10.6 The Board of Trustees shall take action as it deems appropriate, upon the recommendation of its Educational Excellence Committee.
- 12.10.7 The Dean shall keep the candidate informed of the recommendations of the faculty, the Dean, and the Provost. The Dean shall provide the candidate with the reasons for a negative recommendation at any step in the process. If the Provost will not recommend tenure for the candidate, the Dean shall notify the candidate of that decision and make the candidate aware that he or she may request review of the case as specified below.
 - 12.10.7.1 If the Tenure Review Committee, voting faculty, or Dean, makes a negative recommendation then the request for review should be directed to the Dean. The Dean shall then designate an appropriate Review Panel, which shall include university faculty with an expertise in law. The Review Panel shall include only one faculty member from the School of Law. That School of Law faculty member must have tenure or alternative security. On the basis of the case presented by the candidate, the Review Panel shall decide if a review is justified.
 - 12.10.7.2 If the Review Panel decides the review is justified, it shall consider all promotion and tenure materials in the case, including any materials received subsequent to the initial evaluation of the case. The Review Panel shall have access to all previous recommendations made by the parties who considered the case.
 - 12.10.7.3 After completing its review, the Review Panel shall promptly submit its recommendation to the Dean.

- 12.10.7.4 The recommendations of the Review Panel and the Dean, as well as any new materials in the case, shall be submitted by the Dean to the Provost and Vice President for Academic Affairs. No new information will be accepted after the Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.
- 12.10.7.5 If a negative recommendation was made by the Provost and Vice President for Academic Affairs after initial recommendations of the Committee, Faculty, and Dean were all positive, the request for review should be directed to the President who will request consideration of the case by a Review Panel according to the above procedure, beginning with section 12.10.7.1. The recommendations of the Review Panel, and the Dean, as well as any new materials in the case, shall be submitted by the Dean to the President. No new information will be accepted after the Dean transmits the Promotion and Tenure Statement to the President.
- 12.10.7.6 If in the course of reviewing a case the Dean or the Provost becomes concerned about the fairness or integrity of the procedures used, the nature of the concern and relevant information should be discussed with the Review Panel.
- 12.10.8 A candidate who is concerned about the treatment of their tenure case after the process of review may express that concern to appropriate members of the University administration. The administration shall consider that concern and respond to the candidate within a reasonable time period.

12.11 Third-Year Retention Review

- 12.11.1 Any tenure-track faculty member (the promotion candidate) will undergo a retention and promotion review in her or his third academic year of service. The purpose of this review is to assess the faculty member's progress and merit with respect to the tenure criteria and to identify strengths and any areas requiring improvement.
- 12.11.2 The Standing Committee shall appoint a Third-Year Review Committee (the Review Committee) by September 15 of the candidate's third year of service. The Review Committee shall include three faculty members, at least two of whom must be tenured or secured, and comprise a range of faculty interests and expertise.
- 12.11.3 The candidate shall prepare a case statement substantially as described in section 12.5 (tenure case statement) and provide the case statement to the Review Committee by September 15 of her or his third year of service.
- 12.11.4 Upon receipt of the candidate's case statement, the Review Committee shall evaluate the candidate based on the tenure criteria and prepare a draft written

report of its findings. The Review Committee shall follow the general process described in section 12.9 for tenure review, with the following modifications:

- 12.11.4.1 No outside reviews of scholarship are required.
 - 12.11.4.2 The Review Committee shall consider both past service contributions of the candidate and the candidate's aspirations for future service contributions, for instance as she or he becomes better established within the community.
 - 12.11.4.3 The Review Committee shall pay particular attention to the candidate's potential for growth in all areas of the tenure criteria and to any areas of potential concern during the candidate's later tenure review, with the goal of providing constructive feedback to enable the candidate to correct any concerns before tenure review.
 - 12.11.4.4 Teaching observations will occur during the fall and spring semesters of the candidate's third academic year of service.
 - 12.11.4.5 The timing of faculty voting and submission of the candidate's final case statement and the Review Committee's written report are specified in sections 12.11.5 and 12.11.6
- 12.11.5 The candidate's final case statement and Review Committee's written report shall be submitted to the faculty at least two weeks before a scheduled meeting and vote. During that meeting, the tenured and alternatively secured faculty shall meet to discuss and vote on the retention of the faculty member under review. Though the Dean and Associate Dean are tenured faculty members, they shall not participate in the faculty vote. A recommendation of retention means that a majority of the faculty eligible to vote agree that the Dean should retain the candidate.
- 12.11.6 By March 15 of a candidate's third year, the faculty must vote for or against retention. If there is a vote for retention, a contract may be continued for no more than three years. Upon request of the Dean or the candidate, the retention process may be accelerated but can occur no sooner than the end of the candidate's first year.

Article 13
CLINICAL FACULTY AND PROGRAM DIRECTORS: PROMOTION CRITERIA AND
PROCESS

- 13.1 The process for retention and granting of security for clinical faculty and program directors shall follow the Article 12 process with the following modifications:
- 13.1.1 The Dean's decision regarding retention of clinical professors and retention of program directors shall be final.
 - 13.1.2 The Provost's decision regarding promotion to presumptively renewable contracts for clinical professors and program directors shall be final, except that an unfavorable decision is subject to review as outlined above in 12.10.7.
 - 13.1.3 Clinical faculty and program director candidates for alternative security retention or grant of alternative security are exempt from the scholarship criteria.
 - 13.1.4 The teaching effectiveness criterion for clinical faculty candidates also includes review of the clinic's administration including professional management of cases, management of workflow, strategic planning for the clinic, and whether there is adequate supervision of clinical students.
 - 13.1.5 The teaching effectiveness criterion for program directors also includes review of the program's administration including assessment of the director's relationship with external partners (e.g. bar examiners or field supervisors), the director's use of strategic planning for the program including curricular recommendations, and the director's ability to efficiently and effectively manage program resources.

Article 14
LECTURERS: PROMOTION CRITERIA AND PROCESS

- 14.1 Lecturers and Senior Lecturers are evaluated on their teaching effectiveness and service contributions. The criteria and sources of facts are the same as those set forth in Article 12 except Lecturers and Senior Lecturers are exempt from the scholarship requirement.
- 14.2 A bargaining-unit member seeking promotion under this article may initiate the promotion process by providing written notice to the Dean and Standing Committee (see Article 12) by February 1 of the calendar year before a candidate seeks to receive their promotion.
- 14.2.1 A Lecturer may initiate the process for promotion to Senior Lecturer in the fourth or subsequent year of continuous or cumulative employment at the rank of Lecturer.
- 14.2.2 A Senior Lecturer may initiate the process for promotion to Principal Lecturer in the fourth or subsequent year of continuous or cumulative employment at the rank of Senior Lecturer.
- 14.2.3 For Lecturers or Senior Lecturers with prior teaching experience at another law school, a shorter time frame for promotion may be negotiated at the time of hiring.
- 14.3 Following notification by the candidate, the Standing Committee shall appoint a Review Committee by September 15 of the year the candidate will undergo review. The Review Committee will consist of two faculty members, each of which must be either tenured, secured, or at the rank of Principal Lecturer (for candidates seeking promotion to Senior Lecturer or Principal Lecturer) or Senior Lecturer (for candidates seeking promotion to Senior Lecturer).
- 14.4 The candidate shall prepare a case statement substantially as described in article 12.5 (the tenure case statement) and provide the case statement to the Review Committee by September 15 of the year the candidate is being reviewed.
- 14.5 Upon receipt of the candidate's case statement, the Review Committee shall evaluate the candidate's teaching and service based on the criteria and sources of facts described in Article 12.6.
- 14.5.1 In addition, the Review Committee and candidate shall follow the procedures described in Article 12.9 with respect to reviewing the draft report with the candidate, permitting the candidate to revise their case statement in light of the Review Committee's report, and submitting the final case statement and Review Committee's report with the faculty.

- 14.5.2 The faculty vote on the candidate's promotion shall occur by the following February 1.
- 14.6 The Dean will inform the candidate and the Provost of their decision on the case by March 15.
- 14.7 A Lecturer or Senior Lecturer whose request for promotion is denied is not required to leave their position as a result. Subsequent applications for promotion require the candidate to submit a new application, but any subsequent application shall be judged on the merits without regard to the previously denied application.

Article 15
POST-TENURE AND SECURITY REVIEW PROCESS

- 15.1 Post-Tenure Review is intended (1) to promote and support faculty development; (2) to foster and encourage productivity in all three domains of faculty responsibility (i.e., teaching, scholarship (where required) and service); and (3) to enhance the congruity between individual and institutional agendas. The Post-Tenure Review process shall respect the basic principles of academic freedom and does not abrogate in any manner or form the due process for dismissal or other disciplinary action prescribed for the faculty by the policies and procedures of the University or this collective bargaining agreement.
- 15.2 In the event that a bargaining-unit member with tenure or alternative security receives (a) two successive annual reviews where the bargaining-unit member has been deemed to not be meeting expectations or (b) three annual reviews in five years where the bargaining-unit member has been deemed to not be meeting expectations, then the Dean may opt to implement the process described below (hereinafter referred to as Post-Tenure Review).
- 15.2.1 “Not meeting expectations” means demonstrably insufficient and inadequate performance of those basic responsibilities which are fundamental to legal education and to the mission of the law school and University.
- 15.2.2 It is acknowledged that all bargaining-unit members have different strengths and contribute in different ways to the successful operation of the law school and University. It is the bargaining-unit member’s overall performance and contribution to the law school and University which should be evaluated in determining whether the bargaining-unit member is not meeting expectations. Each area of performance must be evaluated in light of special assignments which, because of the time and nature of the effort involved in the assignments, may divert the bargaining-unit member from their normal duties.
- 15.2.3 Performance in teaching that does not meet expectations means demonstrably insufficient and inadequate performance in the areas of preparation, attendance, effort, classroom presentation, and availability to students outside the classroom.
- 15.2.4 Performance in scholarship that does not meet expectations means demonstrably inadequate and insufficient performance by failure to engage over an extended period of time in some form of relevant scholarly effort, whether traditional or applied.
- 15.2.5 Performance in service that does not meet expectations means demonstrably inadequate and insufficient performance by failure to engage over an extended period of time in University, law school, or relevant public service.
- 15.3 If the Dean opts to implement Post-Tenure Review, the Dean shall provide written notice, no later than July 15th of the year in which Post-Tenure Review is to occur, to the bargaining-unit member informing the bargaining-unit member that the Post-Tenure Review process is beginning. This notice shall precisely specify the reasons for the Dean’s decision to implement Post-Tenure Review, including which specific area(s) of teaching, scholarship, and service the bargaining-unit member is not meeting expectations and what specific facts justify the Dean’s conclusion. After the Post-Tenure

Review Committee is constituted pursuant to section 15.4, a copy of the notice shall be provided to the Committee. In the event the Post-Tenure Review Committee determines that the Dean's notice is insufficient to permit it to effectively undertake its obligation, the Post-Tenure Review Committee may seek additional information from the Dean.

- 15.4 The Post-Tenure Review Committee shall be an ad hoc committee consisting of three faculty members: (1) a member selected by the Dean, (2) a member selected by the bargaining-unit member, and (3) a member jointly chosen by the other two. Only faculty members with tenure or alternative security, other than the Dean and Associate Dean of Academic Affairs, may serve on a Post-Tenure Review Committee. In the event the Dean fails to select a member, Post-Tenure Review is waived and shall not occur during that year. In the event the bargaining-unit member fails to select a member, the Dean may select a second member to serve on the committee in place of the bargaining-unit member's choice. In the event the two committee members cannot agree on a third member, the third member will be randomly selected from all eligible faculty members.
- 15.5 After the Dean provides notice pursuant to 15.3, the bargaining-unit member shall prepare a personal statement addressing the specific area(s) where the bargaining-unit member has been deemed by the Dean to be not meeting expectations. The personal statement may be of a retrospective or prospective nature, or both. The bargaining-unit member may attach an appendix to the personal statement including any materials addressing the specified area(s) of concern. The personal statement will be submitted to the Post-Tenure Review Committee by October 1. By November 1, the Post-Tenure Review Committee shall review and meet with the bargaining-unit member to discuss its preliminary findings and conclusions and jointly develop a Professional Development Plan, if necessary.
- 15.5.1 The Post-Tenure Review Committee will only address the area(s) of concern specified as not meeting expectations, although other areas may be considered to provide context as to why other areas are not meeting expectations.
- 15.5.2 If the Post-Tenure Review Committee concludes that the bargaining-unit member's performance in the identified area(s) does not meet expectations, then the Committee shall work with the bargaining-unit member to develop a Professional Development Plan designed to address these areas of concern. If the Committee concludes that the bargaining-unit member's performance in the identified area(s) meets or exceeds expectations, then no Professional Development Plan will be developed for such area(s).
- 15.5.3 The Professional Development Plan may include, as appropriate, (a) a description of the area(s) needing improvement; (b) goals, the accomplishment of which signifies satisfactory performance; (c) resources available to the bargaining-unit member to use to accomplish these goals; (d) timetables in which to accomplish these goals; and/or (e) methods to periodically reassess the usefulness of these goals and the resources available to the bargaining-unit member and to make revisions in either, if necessary to help the bargaining-unit

member achieve a level of performance that meets or exceeds expectations. In no event shall the Professional Development Plan cover more than three years.

- 15.6 By December 1, the Post-Tenure Review Committee shall submit to the bargaining-unit member and Dean a final report with the committee's findings and conclusions, and if applicable, the jointly developed Professional Development Plan.
- 15.7 If a Professional Development Plan is issued by the Post-Tenure Review Committee, the Dean and bargaining-unit member will evaluate the bargaining-unit member's progress according to the Professional Development Plan during the bargaining-unit member's subsequent annual reviews. If the Dean determines there has been compliance with the Professional Development Plan or that the bargaining-unit member's performance in the previously identified area(s) of concern is (are) at least meeting expectation, then a letter from the Dean to this effect shall be provided to the bargaining-unit member and a copy placed in the bargaining-unit member's personnel file.

Article 16
SALARY

16.1 Minimum Salaries

16.1.1 The following minimum salaries are established for bargaining-unit members based on faculty type and classified title:

Faculty Type	Classified Title	Academic Year	Fiscal Year
Tenure/Tenure Track	Professor	\$101,490	\$117,560
	Associate Professor	\$80,010	\$92,640
	Assistant Professor	\$68,590	\$79,400
Clinical	Professor	\$92,100	\$106,660
	Associate Professor	\$74,560	\$86,310
	Assistant Professor	\$63,180	\$73,110
Lecturer	Principal Lecturer	\$77,680	\$89,900
	Senior Lecturer	\$64,150	\$74,230
	Lecturer	\$57,770	\$66,840

These minimum salaries will automatically increase by the percentage amount for each salary increase listed in section 16.3.

16.2 Overload and Administrative Stipends

16.2.1 The minimum salaries in 16.1.1 assume 100% FTE, consistent with Article 8: Workload. The following adjustments must be applied for work above the expected workload:

- (a) Overload courses. Overload courses shall be set on a per credit basis. The rates of compensation beginning with academic year summer 2022 shall be \$3,500 per credit for a "skills class" and \$3,000 per credit for a "podium class." In lieu of the overload payment, the bargaining unit member and the Dean or Associate Dean can mutually agree to treat the overload course as a course release for a future academic term.
- (b) Independent Study and Visiting Scholar Research. \$150 per credit for supervision of independent study, supervision of for-credit law journal notes/comments, and for supervising a visiting scholar's research proposal when assigned outside of full-time workload, subject to approval by the Dean or Associate Dean, shall be paid to the supervising bargaining-unit member. Upon mutual agreement between the bargaining-unit member and the Dean or Associate Dean, supervising independent studies, for-credit law journal

notes/comments, or visiting scholar's research proposals may be counted toward the bargaining-unit member's full-time teaching workload rather than as an overload.

- (c) Administrative Stipends. The Dean has the discretion to grant a stipend and/or a reasonable workload adjustment appropriate to the required effort to faculty for temporary administrative assignments.

16.3 Salary Payments

16.3.1 No retroactive, continuing salary increases shall be awarded for Fiscal Year 2021 or Fiscal Year 2022.

16.3.2 Upon ratification of the new contract, all covered bargaining-unit members employed by the University effective 6-30-22 shall receive a one-time increase of 2% to their base salary, retroactive to 7-1-22.

16.3.3 For Fiscal Year 2023 – effective for the first pay cycle of the 2022-23 Academic Year each bargaining-unit member employed by the University as of June 30, 2022 shall receive a continuing salary increase equal to 2% of the bargaining-unit member's base salary.

For Fiscal Year 2023 – effective January 1, 2023, each bargaining-unit member employed by the University shall receive a continuing salary increase equal to the amount determined by taking 2% of the total salaries of all bargaining-unit members and dividing it by the number of bargaining-unit members, each determined as of the date of payment of the first pay cycle of the 2022-23 Academic Year.

16.3.4 For Fiscal Year 2024 – effective for the first pay cycle of the 2023-24 Academic Year each bargaining unit member employed by the University as of June 30, 2023 shall receive a continuing salary increase equal to 2% of the bargaining-unit member's base salary.

For Fiscal Year 2024 – effective January 1, 2024, each bargaining unit member employed by the University shall receive a continuing salary increase equal to the amount determined by taking 2% of the total salaries of all bargaining-unit members and dividing it by the number of bargaining-unit members, each determined as the date of payment of the first pay cycle of the 2023-24 Academic Year.

16.3.5 For Fiscal Year 2025 – effective for the first pay cycle of the 2024-25 Academic Year, each bargaining-unit member employed by the University as of June 30, 2024 shall receive a continuing salary increase equal to 2% of the bargaining-unit member’s base salary.

16.3.6 For Fiscal Year 2026 – effective for the first pay cycle of the 2025-26 Academic Year, each bargaining-unit member employed by the University as of June 30, 2025 shall receive a continuing salary increase equal to the amount determined by taking 2% of the total salaries of all bargaining-unit members employed on that date and dividing it by the number of bargaining-unit members

16.4 Extraordinary Salary Increases

16.4.1 Nothing in this Agreement shall preclude the University from providing salary increases to bargaining unit members, provided that such increases are for the purpose of relieving inequities, for the purpose of recruiting or retention following an objective analysis completed by the dean’s office in conjunction with the office of the Chief Financial Officer and Human Resources, or for rewarding professional contributions of an extraordinary nature. The Association shall be notified in writing of the amount paid and of the reasons for the award.

16.5 Salary Offers for New Faculty

16.5.1 If the administration is considering hiring a new faculty member at a higher salary rate than will be paid to any current law school faculty member at the same or higher rank at the time the new faculty member commences her/his employment, then prior to making the offer, the Association shall be notified in writing of the amount paid. Nothing in this agreement shall be construed to prohibit the administration from making such higher salary offers to recruit new faculty members.

16.6 Promotional Increases

16.6.1 The following amounts will be added to the base salary of faculty who are promoted, effective at the beginning of the academic year in which the promotion is effective. Promotions are effective at the start of the academic year immediately following the successful promotion (i.e., a faculty member promoted during the 2022-23 Academic Year receives the promotion amount at the start of the 2023-24 Academic Year).

<u>Promotion To</u>	<u>Amount</u>
Professor (Tenure)	\$8,000

Professor (Alt Sec)	\$8,000
Associate Professor (Tenure-track)	\$6,200
Associate Professor (Alt Sec-track)	\$6,200
Principal Lecturer	\$6,100
Senior Lecturer	\$5,100

16.6.2 Promotion amounts are added after any continuing salary increases are made pursuant to Articles 16.3.3 – 16.3.5.

16.7 Professional Development Accounts

16.7.1 Each bargaining-unit member is allocated \$2,500 per year in professional-development funds, which may be used for travel, the purchase of books and other materials, and other expenses that promote the professional development of the member. This allocation does not preclude the allocation of additional funds, if available, when a bargaining-unit member has exhausted a year's funds.

16.7.2 The University shall maintain a process for establishing eligibility requirements consistent with the collective bargaining agreement, outline appropriate uses of funds within the means or 'other expenses' including defining inappropriate uses of funds and any waiver procedure for uses outside of the express purposes of this article.

16.7.3 As institutional resources permit, limited funds may be made available to reimburse faculty for professional development expenses that exceed the funds remaining in the faculty member's account ("Overage Expenses"). In such circumstances, a faculty member may request reimbursement for additional expenses from the Associate Dean to be evaluated on a case-by-case basis.

16.7.4 Faculty who leave UNH with unused professional funds are not entitled to them. The funds and any tangible item(s) of material value purchased with Account funds remain the property of UNH Law.

Article 17
BENEFITS

17.1 The USNH Human Resources Office benefits plan provides eligible bargaining-unit members with an opportunity to select coverage and plan features from offered medical plan options, dental, life and long-term disability options, and Flexible Spending Accounts for expenses allowable under federal law. Unless otherwise qualified by this agreement, unit members shall receive the benefits approved and outlined in Board of Trustee or USNH policy, as of 1/1 of each calendar year covered by this contract. This includes policy governing eligibility, effective dates of coverage and contribution levels.

17.2 Medical Benefits

17.2.1 Effective for plan year 2023 (as of 1/1/23), the following changes will occur: Bargaining-unit members will be provided with three medical plan options: Open Access Plan (OAP) 300/600, OAP 1000/2000, and OAP HSA. Summary plan descriptions will be provided by USNH Human Resources at www.usnh.edu/hr/ in the benefits section.

Effective for plan year 2023, the employee share of the premiums will be as follows:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	14.5%	18.5%	18.5%	22.0%
OAP 1000/2000	11.5%	15.5%	15.5%	19.5%
OAP HSA	6.5%	10.5%	10.5%	14.5%
Employer Contribution to HSA	\$750	\$1,500	\$1,500	\$1,500

Effective for plan year 2024, 2025, and 2026 the employee share of the premiums will be as follows:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	15.0%	19.0%	19.0%	22.5%
OAP 1000/2000	12.0%	16.0%	16.0%	20.0%
OAP HSA	7.0%	11.0%	11.0%	15.0%
Employer Contribution to HSA	\$850	\$1,600	\$1,600	\$1,600

17.2.2 All medical plan options offered by USNH are subject to changes in coverage and cost. Where this is a change in choice of medical plan options, that choice shall be

subject to negotiation between the Association and USNH. If no agreement is reached within thirty days of the first written notification to the Association, that choice which provides medical coverage closest to the existing coverage as determined by USNH shall be chosen regardless of the impact on the cost and resulting employee and employer contribution.

- 17.3 Dental Benefits. Bargaining-unit members will be provided with Dental Plan options: Basic Plan and High Plan. Summary plan descriptions will be provided by USNH Human Resources at www.usnh.edu/hr/benefits.htm.
- 17.4 Other Voluntary Programs. The USNH Human Resources Office may establish insurance benefits in addition to the flexible benefit plan. These may have no employer contribution. These optional insurance plans may provide eligible NEA faculty with the opportunity to select coverage and plan features. These programs are normally paid through employee payroll deductions.
- 17.5 Retirement Savings Plan. The University System of New Hampshire will offer eligible bargaining-unit members voluntary defined-contribution retirement-plan options. The Summary of Plan Provisions describes plan information, including, but not limited to eligibility, enrollment, contribution levels, vesting (including breaks in service), beneficiaries, withdrawals, involuntary termination, additional retirement contributions, and annual limits. The Plan is subject to federal laws, such as the Internal Revenue Code (IRS) and other federal and state laws. The provisions of the Plan are subject to revision due to changes in laws or to pronouncement(s) by the IRS or enhancements put in place by USNH.

17.5.1 Contribution levels for those enrolled in retirement effective January 1, 2022:

Initial Contribution Level. The initial contribution level in the USNH Retirement Plan provides for the University System to contribute 6% and the participant to contribute 6%. After one full year of participation at the Initial Contribution Level, the University System contribution will increase to the Standard Contribution Level of 9%.

Standard Contribution Level. The standard contribution level provides for the University System to contribute 9% and the participant to contribute 6%.

Alternate Contribution Level. The alternate contribution level provides for the University System to contribute 4% and the participant to contribute 2.5% to 3.9%.

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

- 17.5.2 A bargaining-unit member may make contributions to the regular retirement program and/or to a Supplemental Retirement Account (SRA) for any USNH

authorized program.

- 17.5.3 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.
- 17.5.4 Contribution based on Salary over the IRS Permitted Level. USNH does not contribute to the defined-contribution plan on salary in excess of the IRS prescribed limit. The limit is indexed for inflation per IRC Section 401(a)(17)(B) for the purpose of calculating contributions to the USNH's defined-contribution retirement plan. The difference between the amount contributed based on the salary maximum and the amount the employee is eligible for based on their salary will be contributed into a personal annuity.
- 17.5.5 Vesting of contributions. Bargaining-unit members are fully and immediately vested in the accrued benefits arising from their contributions. For purposes of vesting of employer contributions, years of service begins when a status faculty member starts contributing to the retirement plan at a level between 2.5% and 6%, which is matched by a USNH contribution. After three years or more of service as defined in the University System of New Hampshire 403(b) Summary Plan Provisions, the faculty member is 100% vested in the employer contributions.
- 17.6 Tuition for Faculty Members. For eligible bargaining-unit members, the tuition benefit covers enrollment in up to five courses per year for any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes full employer-paid coverage in-state of tuition (varies by institution and program) for both the courses and any mandatory fees that all students are assessed as a prerequisite for registration, unless specifically exempt. The costs for food and/or accommodations are not covered. See USY V.A.4.7.4
- 17.7 Tuition for Spouses and Dependent Children of Faculty Members. For spouses and dependent children, the tuition benefit is available after the bargaining-unit member has been employed at UNH for one academic year. It covers enrollment in any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes one-half the cost of in-state tuition (varies by institution and program) pro-rated for percent time of faculty. The costs for food and/or accommodations are not covered. See USY V.A.4.7.
 - 17.7.1 A spouse is any person who is legally defined as a “spouse” by the State of New Hampshire and/or is qualified as a legally recognized spouse under UNSH policy.
 - 17.7.2 Children are considered dependent if, at the time of class registration, they are unmarried, have not reached the age of 24, and are dependent on the bargaining-unit member for more than half of their financial support.
 - 17.7.3 Employer Paid Tuition Benefits for Children of Deceased Faculty Members.

Children of deceased bargaining-unit members who, at time of death, had been employed in a status position for at least five years are entitled to the same educational benefit as indicated above up to age 24 or "legally dependent" status defined by the IRS.

17.8 Transition to Retirement

17.8.1 A bargaining-unit member wishing to transition to full retirement may do so under the following conditions:

- attains age 59 1/2 or older
- be a participant in the USNH approved retirement plan for at least 10 years (years in the Franklin Pierce Law Center or UNH Law retirement plans count toward the total requirement)
- not be participating in a USNH early-retirement program
- not be on long-term disability or worker's compensation

17.8.2 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 faculty will be eligible to continue their existing USNH group medical and dental coverage at the same cost sharing arrangement as a full-time faculty member until full retirement. However, long-term disability, life insurance, and retirement contributions will be based on the pro-rated salary. Tuition benefits for employees will be the same as outlined in 17.8. Tuition benefits for spouses and dependents and paid sick leave are based on the reduced appointment percentage. The University will continue its contributions to medical and dental benefits coverage for up to three years beginning on the effective date of part-time employment.

17.8.3 The Dean shall make the bargaining-unit member's workload assignments based on the reduced-time appointment. The bargaining-unit member will not be permitted to work for the USNH in a status position more than three years after the effective date of reduced time status associated with the transition to retirement. During this period of service, the individual agrees that he/she cannot increase the percent time worked. After completion of the transition period, the individual agrees to fully retire from UNH/USNH. The bargaining-unit member may collect his/her retirement income (TIAA/CREF, Fidelity, etc.) while continuing to be employed in the reduced-time status position.

17.8.4 Nothing in this Agreement shall preclude bargaining-unit members from taking advantage of other applicable retiree benefits offered by UNH/USNH except where participation in offerings under the terms of this CBA may be a limiting factor in eligibility for participation by bargaining-unit members. The Law Faculty Union acknowledges such other retiree benefits may change unilaterally at the discretion of UNH/USNH without notice or a requirement to bargain.

Article 18
LEAVES OF ABSENCE

- 18.1 Preamble. The intent of this article is to describe leave of absence policies applicable to bargaining unit members that differ from USNH benefits described at <http://www.usnh.edu/olpm/> as of July 1, 2019 or as subsequently amended to comply with changes in federal or state law. The latter apply except when they differ from the policies outlined in this Agreement. If the leave is for a “serious health condition” as defined under the Family and Medical Leave Act (FMLA), or any other FMLA eligible reason, USNH policy USY V.C. 19 applies. FMLA runs concurrent with relevant leaves, including Family Leave (see 18.3), Workers’ Compensation (see 18.4) and these UTime components: Sick Time, Parental Leave and Short-Term Disability.
- 18.2 UTime benefits provide paid Sick Time, Short-Term Disability, Parental Leave, Bereavement Leave, Long Term Disability coverage for all Bargaining Unit Members, and Personal Leave for Fiscal Year bargaining-unit members.
- 18.2.1 Sick Time is designed to provide salary continuation for absences due to personal medical needs or Family Leave as described below in 18.3. Bargaining unit members accrue sick time during their appointment period at a rate of one and one quarter (1.25) days per month (pro-rated when working less than 1.0 FTE). The maximum accumulation of sick time is 60 (working) days. There is no payout of unused sick time at end of employment.
- 18.2.1.1 All accrued sick time balances as of the execution date of this CBA shall be carried over in full. Bargaining unit members who have accrued sick time in excess of sixty days retain their accrued sick time but will not earn additional sick time until they have used their excess sick time and dip below sixty days. After dipping below sixty days of sick time, the bargaining unit member will be capped at sixty days.
- 18.2.2 Short-Term Disability (STD): This benefit provides bargaining unit members with salary continuation for certified total disability due to a non-occupational accident or illness for up to 26 weeks per rolling twelve-month period.
- 18.2.2.1 Eligibility. Bargaining unit members must be employed in their position for a minimum of two months (60 consecutive calendar days) to be eligible.
- 18.2.2.2 Elimination period. Benefits begin the first day of total disability following an accident or on the eighth calendar day of total disability due to illness (including medical maternity).
- 18.2.2.3 Salary continuation for absence due to disability. After completion of the elimination period STD benefits are at 100% of budgeted salary through week eight of absence due to disability and 60% of budgeted salary for weeks nine through twenty-six (calendar day 182).

- 18.2.2.4 Supplementing STD with Sick Time. Bargaining unit members may use accrued Sick Time for the elimination period or on a pro-rated basis to supplement STD at the 60% of salary level to bring pay replacement to no more than 100% of budgeted salary.
- 18.2.3 Parental Leave for Birth or Adoption/Placement of a Child. Each bargaining unit member who becomes a parent through birth or adoption is eligible for a maximum of fifteen weeks of paid parental leave. Parental leave must be used consecutively within fifteen weeks from the birth or placement. (See Art 18.3 for additional leaves related to birth/placement of a child)
- 18.2.3.1 The bargaining unit member shall inform the Associate Dean of Academic Affairs and the Office of Human Resources in writing, as early as possible, of the intent to use parental leave and identify the approximate date that the leave is expected to commence. If the leave is to commence mid-term, upon departure the faculty member must supply the Associate Dean with access to all course materials (including grades and submitted but ungraded work) that will be shared with the faculty member who takes over the course.
- 18.2.3.2 Bargaining Unit members are not required to fulfill any work assignments while on parental leave, including any work in the areas of teaching or service.
- 18.2.3.3 For up to one year following the conclusion of a parental leave, Bargaining Unit members may request, in writing, permission from the Dean to shift the teaching of one or more of their assigned courses for the year to a subsequent semester, January intersession, or summer without additional pay. The Dean shall make all reasonable efforts to approve the request and shall only deny it for compelling curricular need.
- 18.2.3.4 Utilization of paid parental leave does not restrict the availability of the Modified-Duties Assignments (see 18.7).
- 18.2.4 Bereavement Leave. Bargaining unit members are entitled to five days of bereavement leave for the death of an immediate family member and one day for the death of other relatives. Immediate family members and other relatives are described in USNH policy USY.V.A.4.13.
- 18.2.5 Record Keeping. It is the responsibility of each bargaining unit member and department to maintain accurate records that verify the usage and current accrual balances of UTime paid leave.
- 18.2.6 Long Term Disability (LTD). This insurance provides monthly disability income benefits to an approved bargaining unit member (see USY.V.A.8.1.2) who is unable to work for more than twenty-six weeks due to an illness or injury.

- 18.2.7 The maximum a bargaining unit member's appointment will be held is twenty-six weeks from the initial date of absence due to total disability. This is intended to align with the twenty-six week waiting period for Long Term Disability (LTD) benefits. At the end of the twenty-six week period, the Bargaining Unit member may transition to LTD if they have applied and been approved. If LTD is not approved and the Bargaining unit member does not return to work, their appointment ends at the end of the twenty-six-week period.
- 18.2.8 When Bargaining unit members are absent from their duties and cannot fulfill their responsibilities the Dean should be made aware of the absence and that absence should be recorded by the faculty member. If a Bargaining unit member is absent due to illness or injury and unable to fulfill their responsibilities for more than three consecutive workdays, they must provide notice of this absence to the Dean. If the absence is for a "serious health condition" as defined under the Family and Medical Leave Act, failure to promptly notify the Dean may, by operation of law, result in the bargaining unit member receiving less than the full benefits to which they would otherwise be entitled.
- 18.3 Family Leave. Bargaining unit members may use up to a maximum of 10 days of accrued Sick Time per fiscal year for family leave during their appointment period. This leave may be used to replace salary for absence due to medical appointments, illness, or medical needs of an immediate family member; prenatal or post-natal care; for extended bereavement leave (18.2.4), and/or crime victim leave (see USY V.C.20.2). Those individuals considered immediate family include spouse, mother, father, stepparents, father-in-law, mother in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother, stepsister, grandparents, grandchildren, and individuals living within the bargaining unit member's household.
- 18.4 Workers' Compensation. The New Hampshire Workers' Compensation law, RSA 281-A, covers all bargaining unit members. It provides non-taxable payment for loss of earnings and payment of medical expenses due to injury, occupational disease, or death arising out of and in the course of employment. It is not considered compensation under IRS regulations. Bargaining Unit members who have accrued UTime Sick Time may supplement the workers' compensation benefit; however, the combination of paid leave plans and workers' compensation benefits shall not exceed the bargaining unit member's budgeted salary.
- 18.5 Jury Duty/Witness & Military Leave. Bargaining unit members will be granted Jury Duty / Witness or Military leave consistent with USNH policies.
- 18.6 Partial or Full Leaves Without Pay. A bargaining unit member may request a full or partial leave without pay for medical or other personal/professional reasons. If the absence is for an FMLA-eligible reason, USNH policy USY.V.C.19 applies. Except when the absence is covered by the Family and Medical Leave Act, approval of the leave is at the discretion of the department and Dean. The maximum duration of leave is two years. A partial leave temporarily reduces the bargaining unit member's percent-time

service and pay for the leave period. During the leave of absence period the bargaining unit member retains their position. Benefits continuation is defined under USY V.C.16.

18.7 Modified-Duty Assignments.

- 18.7.1 A bargaining unit member may request paid modified-duty assignments for up to two semesters to deal with qualifying events under the Family and Medical Leave Act. Modified-duty assignments may consist of full-time work assignments that alter the proportion of scholarship, teaching, and service assignments for a designated period of time without altering the total assigned workload. A request for modified-duty assignment will be granted at the discretion of the Dean in consultation with the Office of Human Resources, with appropriate consideration of curricular needs. Bargaining unit members granted this status remain fully employed at their current FTE and fully paid with normal health and retirement benefits. Modification of duties requires full-time work assignments that simply alter the percentage time assigned for teaching and service for a designated period of time.
- 18.7.2 Bargaining unit members must submit a request for modified-duty assignments to the Dean in writing, stating the basis of the request and a probable duration of the requested modification. The Bargaining unit member shall provide to the Office of Human Resources written certification that meets FMLA certification requirements of the qualifying reason for the requested modification.
- 18.7.3 For purposes of annual review, or merit pay allocation, bargaining unit members with modified-duty assignments shall be evaluated on the performance of duties assigned.
- 18.7.4 A Bargaining unit member returning from modified-duties assignment will be expected to return to their normal workload assignments and will meet with their Associate Dean to discuss the particulars at least 60 days before returning from modified-duties assignments.
- 18.8 Benefits. Benefits deductions will continue to occur during any paid leave. For unpaid leave, a bargaining unit member must make benefit payment arrangements in advance with UNH Human Resources. Failure to pay benefit premiums while on unpaid leave will cause cancellation of benefits.
- 18.9 Leave Requests. For all types of leaves, it is the responsibility of bargaining unit member to submit the proper form(s)/documentation to the appropriate departmental and/or university officials to gain the approvals. A failure to do so could result in the bargaining unit member not receiving any or all benefits per the terms of the applicable policy requirements or by operation of law.
- 18.10 Sabbatical Leave. A sabbatical leave is a privilege and not a right which is available to tenured law faculty. It is a leave of absence with partial or full pay for the purpose of professional improvement. It is intended for the mutual benefit of the University, the law

school, and the person granted the leave. It should facilitate independent research and creative activity by providing a period for concentrated scholarly work. Upon completion of the leave, the faculty member will include in his/her annual report a summary of their professional activities while on leave.

- 18.10.1 The Provost and Vice President for Academic Affairs grants all leaves on behalf of the Board of Trustees and the President after consultation with the Dean. The faculty will be notified of applications for, grants of, and denials of sabbaticals.
 - 18.10.2 Faculty members shall become eligible upon the granting of tenure and completion of six years of full-time service to the University. Years of service shall count from the date of initial full-time appointment at an ABA accredited law school or from the ending date of the previous sabbatical leave. Upon request of the faculty member and agreement of the dean's office, a sabbatical leave may be deferred for up to two years without delaying future eligibility for sabbaticals. All leaves of absence without pay shall be excluded in determining years of service for this purpose.
 - 18.10.3 The duration of a sabbatical leave is one semester at full salary or two semesters at half salary. In exceptional cases, shorter leaves at more frequent intervals may be granted or even requested by the University to allow for greater flexibility than is attainable under the normal full-semester, six-year cycle. Salary and the employer share of benefits costs associated with such leaves will be covered by the University.
 - 18.10.4 For leaves at half pay the University will maintain its full contribution to benefits if the faculty member makes the applicable contributions. See USY V.F.10 for payroll information and USY V.A for specific information regarding benefit contributions.
 - 18.10.5 Recipients of sabbatical leaves are permitted to receive income for professional activities without prejudice to their receipt of income from the University, provided the activity is approved in advance by the Dean.
 - 18.10.6 The recipient of the sabbatical leave is obligated to return to the service of the University for a period of one year or to reimburse the University for the full amount of the salary received while on leave, plus payments made to retirement and other fringe benefit funds which are accrued, earmarked, and vested for the individual account of the recipient. Such reimbursements are not applicable in the case of involuntary separation due to retrenchment.
- 18.11 Professional Development Leave for Lecturers and Alternative Security Faculty
- 18.11.1 Up to two Professional Development Leaves (PDLs) per academic year may be awarded on a competitive basis to lecturer and alternative security bargaining unit members by the Office of the Provost, on the recommendation of the Dean.

Should fewer than two PDLs be granted in a given year, the unused PDL(s) shall not roll forward into the following year.

- 18.11.2 PDLs shall enable programs of education, study, scholarship, creative activity, and other pedagogical undertakings of importance to the individual, the Law School, and the University. All PDL proposals should advance the expertise of recipient and enhance their contribution to the University by enabling them to develop unique knowledge and skills that will be brought into the classroom or otherwise enhance the reputation of the University.
- 18.11.3 Eligibility. To be eligible to apply for a PDL, the applicant must have completed six academic years of service as a lecturer, senior lecturer, principle lecturer, alternative-security-track, or alternatively secured faculty member at the University. Faculty members who have been granted a PDL must complete another six academic years of service at UNH before becoming eligible to apply for another PDL.
- 18.11.4 Period of Leave and Compensation. The period of PDL for shall consist of a one semester absence. Faculty receiving a PDL will receive 100% of their annual base salary and full benefits for the duration of the PDL period.
- 18.11.5 Faculty members taking a PDL are required to return to the University at the end of the leave and teach for at least one academic year, or to reimburse the University for the full amount of the salary received while on leave, plus payments made to retirement and other fringe benefit funds which are accrued, earmarked, and vested for the individual account of the recipient. Such reimbursements are not applicable in the case of involuntary separation due to retrenchment.
- 18.11.6 Procedure for PDL Application and Review. Faculty members seeking a PDL shall submit an application to the Dean, including the proposed undertaking during the PDL, how the PDL will benefit the faculty member and University, and a statement regarding plans for course and service coverage. Applications will be submitted by February 1st of the academic year prior to the proposed PDL.
 - 18.11.6.1 The Dean shall review all PDL applications, seeking advice from others as appropriate. The Dean shall forward all approved applications to the Office of the Provost with a statement of support.
 - 18.11.6.2 Applicants shall be notified in writing by the Dean if their application is not forwarded to the Provost and the reason(s) therefor.
 - 18.11.6.3 If an applicant would be denied based solely on inadequate coverage, the award shall be granted and the leave shall be deferred to the following academic year. This would not constitute a roll-forward.

18.11.7 Criteria for Granting Professional Development Leaves. All recommendations and decisions regarding the merits of PDL proposals must be based upon the following criteria:

18.11.7.1 Value (or importance, or prestige value to the institution) and scope of the anticipated outcome(s) that meet specific teaching, scholarly, or service needs of the law school or university.

18.11.7.2 Documented preparation for the proposed project(s).

18.11.7.3 Applicant's performance in teaching and service, as reflected in the submitted curriculum vitae, proposal, and supporting documents. This performance does not have to be in the same area as the PDL project, and credible proposals which would enable applicants to develop expertise in a new area of pedagogy of importance to the law school and University shall receive full consideration.

18.11.7.4 Anticipated outcomes.

18.11.8 A PDL recipient's base salary and benefits shall not be decreased due to a PDL. Eligibility for salary increases and promotion are also continued. A PDL recipient shall not be required to participate in University and law school work activities except as necessary to return following the conclusion of the PDL.

18.12 Personal Time For Fiscal Year Faculty

18.12.1 Eligibility. All fiscal year bargaining unit faculty members earn personal leave. Personal leave is earned from the first day of employment and may be used after it is earned. Personal leave is taken at a time mutually agreeable to the employee and the supervisor. All accrued vacation balances as of the execution date of this CBA shall be carried over in full.

18.12.2 Accrual Rate. The accrual rate for eligible bargaining unit members is one and a half days per month for the first five years of employment and two days per month thereafter. Accruals occur bi-monthly.

18.12.3 Maximum Balance. The maximum balance at the end of each bi-monthly cycle is 45 days.

18.12.4 Personal Leave Use. Fiscal year bargaining unit members should use vacation leave in increments of one-half day or more. Planned use of vacation leave must have the approval of the superior prior to taking the leave. Personal leave may be used without prior approval when personal emergencies prevent prior approval. In such cases, the employee is responsible for notifying the supervisor of the absence due to a personal emergency. If the employee's personal leave includes an approved holiday, they will receive regular pay, and the time will not be charged as personal leave.

- 18.12.5 Leave Usage. Supervisors are required to grant earned leave requests at times mutually agreeable to the supervisor and the fiscal-year bargaining unit member.
- 18.12.6 Personal Leave Payout at Termination Including Retirement. Personal leave days may not be used to extend employment beyond the last day of work unless a fiscal year faculty member will be a USNH Retiree (as defined in USY V.C.9.2.1) in which case up to 10 vacation leave days may be used to extend employment from the last day of active service to the effective date of retirement (USY V.C.9.1.1.1). All unused vacation days (up to 30 days) will be paid to the faculty member (or their estate in the case of the faculty member's death). Fiscal year faculty members laid off may leave personal leave intact pending recall.
- 18.12.7 Personal Leave at Layoff or Leave. Fiscal year bargaining unit members may leave accumulated personal leave intact pending recall if the nature of their absence from employment is layoff. In cases of unpaid leaves of absence, unused vacation leave will be carried forward through the period of the leave. If the employee does not return to work, any unused personal leave will be paid at termination, up to 30 days.
- 18.13 Benefits. Benefits deductions will continue to occur during any paid leave. For unpaid leave bargaining unit members must make benefit payment arrangements in advance with UNH Human Resources. Failure to pay benefit premiums while on unpaid leave will cause cancellation of benefits. Benefits payment during leave is defined under USY V.C.16.
- 18.14 Leave Requests. For all types of leaves, it is the responsibility of the bargaining unit member to submit the proper form(s)/documentation to the appropriate departmental and/or University officials.

Article 19
TERMINATION OF EMPLOYMENT

19.1 Non-Reappointment

19.1.1 Appointments of tenure-track and alternative-security-track bargaining-unit members expire at the end of each appointment year (academic or fiscal). Appointments of bargaining-unit members with alternative security expire at the end of their contract terms or upon the elimination of the program to which their alternative security is attached. Appointments of lecturer bargaining-unit members expire at the end of their contract terms.

19.1.2 Notice of non-reappointment shall be given to these faculty based on the faculty member's length of service at the end of the appointment year:

- one year or less: notice by March 1
- greater than one year but less than two: notice by December 15
- equal to or greater than two years: notice twelve months prior to the expiration of the appointment. (For purposes of this Article only, academic year appointments are assumed to expire on May 15th. Fiscal year appointments expire on June 30th).

Notice of non-reappointment shall be considered timely if it is dated and placed in first class U.S. Mail and simultaneously sent by email or hand-delivered by the notification date.

19.1.3 Late notice shall entitle the non-reappointed faculty member to reappointment for an additional year or, at the option of the Law School, severance pay equal to the academic or fiscal year salary and benefits that they would otherwise have received if reappointed.

19.1.4 Except where 19.7 is applicable and would govern, the bargaining-unit member shall be notified in writing of non-reappointment and may request a meeting with the Dean to discuss the non-reappointment. Upon request, the University shall provide the basis for the non-reappointment in writing to the bargaining-unit member.

19.1.5 A faculty member may not grieve the non-reappointment decision under this Agreement except on the basis of alleged procedural violations, or alleged violations of the non-discrimination, academic freedom or faculty rights articles.

19.2 Dismissal and Suspension Without Pay for Tenured, Tenure Track, and Alternative Security Bargaining Unit Members

19.2.1 Tenured, tenure-track, and alternative-security bargaining-unit members shall not be subject to dismissal or suspension without pay except for just cause. A dismissal refers to the termination of such a bargaining-unit member during the term of an appointment, or the denial of reappointment of a tenured faculty

member. Just cause shall encompass professional incompetence, deliberate neglect of duty, or moral turpitude.

- 19.2.2 In a dismissal or suspension without pay case for tenured, tenure-track, and alternative-security bargaining-unit members, the following procedures will be followed:
- 19.2.2.1 Conference with appropriate administrators; normally the Dean and Associate Dean of the Law School. Case may be resolved by mutual agreement, dismissed, or referred to the Professional Standards Committee of the Faculty Senate.
 - 19.2.2.2 The Professional Standards Committee informally inquires into the situation, attempts to mediate a mutually agreeable resolution, and, if no resolution is reached, makes a recommendation to the President regarding whether the President should pursue the case. The Committee shall present its recommendation to the President within twenty calendar days of the date on which the matter was referred to the Committee.
 - 19.2.2.3 The President will inform the faculty member in question and the Association of their decision in writing within fourteen calendar days of receipt of the recommendation from the Professional Standards Committee, or if the time limit specified in 19.2.2.2 has passed without a recommendation from the Committee.
- 19.2.3 The tenured, tenure-track, or alternative-security bargaining unit member may be suspended without pay or terminated as of the date they are notified of the President's decision following the above process, and the bargaining-unit member shall not be entitled to receive further pay or benefits. However, if the bargaining-unit member grieves the decision of the President, they shall not suffer the loss of any pay or benefits until and if an arbitrator determines that the proposed suspension/termination is for just cause. The President may suspend a bargaining-unit member with pay at any time during the process if the President determines that immediate harm to the bargaining-unit member, or others, is likely by maintaining the bargaining-unit member on the job.
- 19.2.4 If the President decides that dismissal or suspension without pay is warranted, the bargaining-unit member shall have fourteen calendar days to file a grievance under Article 20, Grievance and Arbitration, of this Agreement, once the President's notice of intent to impose dismissal or suspension without pay is received. The grievance shall utilize the expedited arbitration process in Article 20. The burden of proof in a grievance involving a dismissal or suspension without pay shall be on the University.

19.3 Dismissal and Suspension Without Pay for Alternative-Security Track and Lecturer Bargaining-Unit Members

19.3.1 Alternative-security-track and lecturer bargaining unit members shall not be subject to dismissal or suspension without pay except for just cause. A dismissal refers to the termination of such a bargaining-unit member during the term of an appointment. Just cause shall encompass professional incompetence, deliberate neglect of duty, or moral turpitude.

19.3.2 In a dismissal or suspension without pay case for alternative-security-track and lecturer bargaining unit members, the following procedures will be followed:

19.3.2.1 Conference with appropriate administrators; normally the Dean and Associate Dean of the Law School. Case may be resolved by mutual agreement, dismissed, or referred to the Provost.

19.3.2.2 The Provost will review the case and make a determination within twenty calendar days of the date on which the matter was referred to them.

19.3.2.3 The Provost will inform the bargaining-unit member in question and the Association of the Provost's decision in writing forwarded by U.S. Mail and simultaneously sent by email or hand-delivered.

19.3.3 The alternative-security-track or lecturer bargaining-unit member may be suspended without pay or terminated as of the date they are notified of the Provost's decision following the above process, and the bargaining-unit member shall not be entitled to receive further pay or benefits. However, if the bargaining-unit member grieves the decision of the Provost, they shall not suffer the loss of any pay or benefits until and if an arbitrator determines that the proposed suspension/termination is for just cause. Moreover, the Provost may suspend a bargaining-unit member with pay at any time during the process if the Provost determines that immediate harm to the bargaining-unit member, or others, is likely by maintaining the bargaining-unit member on the job.

19.3.4 If the Provost decides that dismissal or suspension without pay is warranted, the bargaining-unit member shall have fourteen calendar days to file a grievance under Article 20, Grievance and Arbitration, of this Agreement, once the Provost's notice of intent to impose dismissal or suspension without pay is received. The grievance shall utilize the expedited arbitration process in Article 20. The burden of proof in a grievance involving a dismissal or suspension without pay shall be on the University.

19.4 Programmatic Displacement Leading to Termination⁸

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

19.4.2 The President will establish a Joint Review Committee, composed of the President's representative, three bargaining-unit faculty elected from the Law School, and three full-time tenured or tenure-track faculty members from outside the Law School chosen by the Faculty Senate Agenda Committee. The committee's chair will be chosen by its members. On completion of the review, the President will promptly submit the report to the Dean and will discuss fully the Review Committee's findings with the Faculty Senate Agenda Committee and other appropriate individuals and groups.

19.4.3 When the President has decided upon programmatic changes that lead to termination of bargaining unit faculty, the President shall meet with the Association and Faculty Senate Agenda Committee in joint session at least two weeks prior to recommending said changes to the Board of Trustees in order to outline the President's recommendations. The Association may grieve the President's plan provided it articulates the reasons it believes the plan to be arbitrary, capricious, or contrary to the requirements for Law Schools set forth by the ABA, and/or to present alternatives to the President within one week of the President's presentation.

19.4.4 The Association may grieve to the Board of Trustees programmatic changes recommended by the President that lead to termination of bargaining-unit faculty. Said grievance must be filed within thirty calendar days of the President's recommendations to the Trustees, and shall require the Association to establish that the President's recommendations are arbitrary, capricious, or contrary to the requirements for Law Schools set forth by the ABA. The Board of Trustees is the final arbiter of whether the President's recommendation shall be implemented. The grievance shall not go to arbitration.

19.5 Procedures for Determining the Termination of Employment Due to Programmatic Displacement.

19.5.1 Prior to terminating any bargaining-unit member under section 19.4, the President will consider reasonable alternatives including elimination of part time personnel, shared or reduced time options, early retirement, reassignment or

⁸ For the purposes of this Article, a "program" is defined as a set of courses or academic offerings that have a distinct purpose and focus within the program of legal education. Programs include, but are not limited to the following: Daniel Webster Scholar, JD Legal Writing; Graduate Legal Skills; Legal Residencies; and Patent Practice and Procedure. In addition, each clinical offering is a separate program.

administrative positions where appropriate.

19.5.2 The following considerations will govern the implementation of any bargaining-unit member terminations under this section. All part-time or adjunct faculty in an affected program shall be terminated before any full-time faculty regardless of status.

19.5.2.1 Lecturer faculty members in an affected program shall be terminated before any alternative-security-track, tenure-track, alternative security, or tenured faculty members, except where demonstrable and serious distortion of an academic program would result.

19.5.2.2 Alternative-security-track faculty members in an affected program shall be non-reappointed before any tenure-track, alternative security, or tenured faculty members, except where demonstrable and serious distortion of an academic program would result.

19.5.2.3 Tenure-track faculty members in an affected program shall be non-reappointed before any alternative security or tenured faculty members, except where demonstrable and serious distortion of an academic program would result.

19.5.2.4 Alternative-security faculty members in an affected program shall be non-reappointed before any tenured faculty members, except where demonstrable and serious distortion of an academic program would result.

19.5.2.5 In selecting bargaining-unit members within each category above to be terminated, the President shall consider the following in determining which bargaining-unit member shall lose their employment:

- The University's responsibility to offer an appropriate range of courses and programs;
- The academic needs of the affected programs;
- The merit of the affected bargaining-unit members as attested to by peer reviews of scholarship;
- Teaching and service records of the affected bargaining-unit members;
- The length of service of the affected bargaining-unit members;
- The Affirmative Action goals of the University.

19.6 Standards for Termination and Recall Due to Programmatic Displacement

19.6.1 The University shall not make new appointments in the same displaced area within three years, without first offering the position to bargaining-unit members who have been terminated due to programmatic displacement. A bargaining-unit member whose position was eliminated shall be entitled to re-employment to the

same position, should it be restored within a three-year period from the date of termination. The bargaining-unit member shall have sixty days in which to accept the offer. The offer of re-employment and acceptance shall be made through registered mail. It is the faculty member's responsibility to keep the University informed of any change of address.

19.6.2 If a bargaining-unit member is terminated from a tenure-track position due to programmatic displacement, a new non-tenure track position shall not be created to replace that position for two years from the date the bargaining-unit member who held that tenure-track position was terminated from employment.

19.6.3 Terminated bargaining-unit members dismissed because of programmatic displacement shall be entitled to twelve months' notice before their dismissal date.

19.6.4 Dismissal for cause not due to programmatic displacement is not covered under the requirements of article 19.6. Dismissal for cause shall not be labeled non-reappointment due to programmatic displacement under any circumstance.

19.7 Law School Financial Exigency

19.7.1 There must be an official declaration of a Law School Financial Exigency by the President of the University before any bargaining-unit member may be terminated due to Financial Exigency.

19.7.2 Financial Exigency is defined as notification to the ABA of the intent to close the Law School due to an imminent financial crisis that threatens the Law School in its entirety and which cannot be alleviated by less drastic means, including but not limited to programmatic displacement, hiring freeze, attrition, or buyouts.

19.8 Resignation and Retirement

19.8.1 A bargaining-unit member wishing to resign should submit a letter of resignation to the University through appropriate administrative channels. When considering the interruption or termination of service, the unit member should recognize the effect of resignation upon the program of the institution and should give due notice of their intention.

19.8.2 It is expected that the timing of a resignation will coincide with the end of the academic year. The University recognizes that there are circumstances in which a change of employment will enhance a professional career and it will not hinder efforts to take advantage of such circumstances. Faculty should keep the University informed of the progress of arrangements for other employment and submit a formal resignation as early as possible.

Article 20
GRIEVANCE AND ARBITRATION

20.1 Preamble

- 20.1.1 It is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of an alleged violation of this Agreement or any policy incorporated by reference into this Agreement and to attempt to do so at the earliest stages of this Procedure. To this end, the Grievant and the Association will work with the UNH Contract Administrator and others to conduct all steps of the process in a timely manner.
- 20.1.2 A grievance and a request for relief based on a common nucleus of operative facts under any other process or in any other forum may not be pursued simultaneously, except when the right to pursue must be initiated to preserve the right under any relevant deadline or statute of limitations. In the case that the request for relief in another forum is pursued, the process with the least pressing deadlines shall be suspended until resolution of the other process has concluded. Findings of Facts in the first forum shall be binding on the upon the University, the University System, the Association, and the Grievant(s) to the extent that they are applicable.
- 20.1.3. No bargaining-unit member shall be terminated or suffer the loss of pay or benefits prior to the matter being adjudicated by an independent arbitrator in accord with the expedited arbitration rules contained herein.
- 20.1.4 Notwithstanding the provisions of 20.1.3 above, if a request for relief is pursued in another forum in a case involving termination of employment or suspension without pay, nothing in this Agreement shall otherwise require continued payment of compensation to the Grievant pending final resolution of the matter.
- 20.1.5 No bargaining-unit member shall be subject to reprisal for participating in the Grievance Procedure or in the resolution of a grievance.

20.2 Definitions

- 20.2.1 A grievance is defined as a written complaint alleging a violation of a provision(s) of this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Association.
- 20.2.2 The Grievant is the person, persons, or Association making the claim.
- 20.2.3 A grievance is considered to be formally filed when it is submitted to Step One of this procedure.

20.3 Informal Consultations

20.3.1 It is expected that a bargaining-unit member will discuss their concern(s) with the person(s) alleged to have violated this agreement, and with any other appropriate parties, prior to submitting a formal written Step One grievance.

20.4 Step One: Initial Meeting

20.4.1 The Association, on behalf of the Grievant, shall submit a formal written grievance against the Dean (which states the basis of the grievance, the provision of this Agreement or any written USNH/UNH policy or Past Practice alleged to have been violated, and the remedy sought, along with any documents supporting the complaint) to the UNH Contract Administrator.

20.4.2 The request for the Step One meeting must be made in writing, by the Association, and should be made as promptly as possible, but in no case shall it be made more than thirty (30) calendar days after the Grievant has become aware, or reasonably should have become aware, of the alleged violation(s). The parties will have fourteen business days to schedule and complete the Step One meeting.

20.4.3 The Step One meeting will include the Grievant(s), a representative of the Association, the UNH Contract Administrator, the Law School Dean and/or other members of the administration who have the authority to resolve the issue presented.

20.4.4 The Administration will have fourteen business days from the Step One meeting to respond in writing to the Grievant and the Association. If this deadline is not met, the grievance shall be deemed unresolved, and the Association may proceed to Step Two.

20.4.5 If the parties are able to reach a consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

20.5 Step Two: UNH Provost Review

20.5.1 If after the Step One efforts have been exhausted, but no later than fourteen business days after receipt by the Association of the Step One written response, the grievance remains unresolved to the satisfaction of the Association, the Association shall submit a formal request to the UNH Contract Administrator for Step Two review by the UNH Provost. The parties will have fourteen business days to schedule and complete the Step Two meeting.

20.5.2 The Step Two meeting will include the Grievant(s), a representative of the Association, the UNH Contract Administrator, the Law School Dean (or their designee), and the Provost (or their designee). All parties will make available to the others all relevant documents and other evidence bearing upon the grievance.

20.5.3 The Administration will have fourteen business days from the Step Two meeting to resolve the grievance presented and respond in writing to the Grievant and the Association. If these deadlines are not met, the grievance shall be deemed unresolved, and the Association may proceed to Step Three.

20.5.4 If the parties are able to reach a consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

20.6 Step Three: Arbitration

20.6.1 If after the Step Two efforts have been exhausted, but no later than fourteen business days after receipt by the Association of the written response, the grievance remains unresolved to the satisfaction of the Association, the Association, at its sole discretion, may proceed to final and binding arbitration to resolve the grievance. The Association and UNH will share equally in the costs of the arbitrator, including per diem expenses, if any, as well as actual travel and subsistence expenses.

20.6.2 The Administration and the Association will first endeavor to agree on an arbitrator. Either Party may submit names of suggested arbitrators to the other Party. If an arbitrator is not selected by mutual agreement, the arbitrator will be selected through the procedures of the American Arbitration Association. A decision on whether to mutually agree on an arbitrator or to select an arbitrator through the American Arbitration Association shall be made within ten business days after the initiation of Step Three, and the Arbitrator will be selected no later than twenty-one calendar days after the initiation of Step Three.

20.6.3 The parties will cooperate fully with the arbitrator in making available the evidence he or she requires to affect a resolution of the grievance.

20.6.4 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 essence of the alleged violation which was the subject of Step Two of the Grievance Procedure. In the event that the arbitrator makes an award, the decision of the arbitrator will be restricted to whether or not there has occurred a violation of the Agreement, Past Practice not superseded by the Agreement, or any written USNH/UNH policy. The remedy may not exceed making the Grievant whole. The arbitrator shall have the authority to decide the relevance of documentary evidence and/or testimony.

20.6.5 A decision of the arbitrator on any issue properly before them shall be final and binding upon the University, the University System, the Association, and all affected Law Faculty. The arbitrator's decision-making authority shall be limited to determining whether the provision(s) of this Agreement, any written

USNH/UNH policy or Past Practice have been violated, misinterpreted or misapplied. The arbitrator shall not have the authority to add to, amend, modify, nullify or ignore in any way the provision(s) this Agreement, and shall not make an award which would, in effect, grant the Association, the Law Faculty or the University any right or benefit which was not achieved through the negotiation process.

20.6.6 The decision of the Arbitrator, within the limits described above, shall be final except that within thirty calendar days after the issuance of a decision by the Arbitrator either party may appeal the decision to the Superior Court. Any appeal shall be limited in scope and basis to that prescribed by Law or precedent, and both parties recognize that nothing this Agreement is intended to limit the rights set forth in RSA 542:1 or other legislation to proceed with such appeal.

20.6.7 Expedited Arbitration

20.6.7.1 This expedited process is available for the circumstances set forth in the Termination Article where a bargaining unit member is to be terminated or suspended without pay.

20.6.7.2 Simultaneous with the filing of the formal written grievance, a demand for arbitration shall be filed with written notice to the UNH Contract Administrator. The demand for arbitration shall also include at a minimum, the names of three proposed arbitrators agreeable to the Association. Within three business days from UNH's receipt of the list of arbitrators proposed by the Association, UNH shall provide its response, and if none of the names proposed by the Association are acceptable, shall propose the names of at least two arbitrators for the Association's review and consideration. The Association shall notify the UNH Contract Administrator of its position on the proposed arbitrators within three business days. If there is no mutually selected arbitrator within seven business days from the date UNH received the demand for arbitration, the Association will notify the American Arbitration Association (AAA) and request that AAA appoint an Arbitrator.

20.6.7.3 Upon the appointment of the Arbitrator, the parties will within seven business days hold a telephonic scheduling conference with the Arbitrator for the purposes of scheduling the arbitration hearing for a minimum of two consecutive days of hearing. The arbitration hearing shall be scheduled within thirty days of the scheduling conference, and any post-hearing briefs shall be submitted within ten days thereafter, unless there is good cause for delay as determined by the Arbitrator.

20.6.7.4 The provisions of 20.6.4, 20.6.5, and 20.6.6 above shall be applicable to an expedited arbitration under this Section. In addition, the arbitrator shall issue their written decision within ten business days after the submission of the parties' post-hearing briefs and receipt of a transcription of the hearing transcript (which shall have been requested on an expedited basis), if applicable. If post-hearing briefs are waived, the decision shall be issued within ten business days from the close of the arbitration hearing.

20.7 General Provisions

20.7.1 The time limits prescribed in this article may be extended by mutual agreement of the administration and the Association. Absent that agreement, failure by the Grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be considered acceptance by the Grievant of the decision rendered at the preceding step.

20.7.2 Step 1 and/or Step 2 may be waived by mutual agreement of the administration and the Association.

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

20.7.4 The arbitration hearing shall be conducted according to the rules of the American Arbitration Association. All costs of arbitration shall be shared equally by the University and the Association.

Article 21
DUES DEDUCTION

- 21.1 UNH agrees to deduct Association Dues from all employees who choose to be Association members and who elect to opt into payroll deduction. Specifically, USNH Payroll agrees to send on a monthly basis the monies collected along with a report as to the names of the members, the amounts collected and the pay period(s) involved to the Treasurer of the Association.
- 21.2 The Association shall be responsible for notifying USNH Payroll of the correct name and address of its Treasurer.
- 21.3 Upon electing to pay union dues by payroll deduction, any bargaining-unit member shall complete and sign a Dues Deduction form authorizing the dues deduction which shall continue from year to year unless rescinded in writing by the member. The Association shall maintain signed Dues Deduction forms on file.
- 21.4 Association members hired after the ratification of this agreement or who become members of the Association after the ratification of this agreement, and opt for payroll deduction of membership dues, shall provide signed Dues Deduction cards within sixty days of hire or becoming a member. Failure to provide a signed written authorization for the payroll deduction of membership dues shall result in USNH Payroll being unable to process payroll deductions.
- 21.5 Each fall, the Association shall provide USNH Payroll with a list, via an electronic file, of the Association members' names, USNH IDs, and exact Association Dues amounts to be withheld. Deductions will be made from each member's paycheck in the amount certified by the Association.

Article 22
MEET AND DISCUSS

- 22.1 The President or the President's representative shall meet periodically at a mutually agreeable time with a representative designated by the Association to discuss matters related to the administration of the Agreement. These discussions shall neither substitute for, nor circumvent, the contractual grievance procedure.
- 22.2 Nothing in this Agreement shall preclude the University President (or his/her representative) and the Association President (or his/her representative) from discussing any matters of mutual concern. Three such meetings per academic year may be called upon the request of either party with additional meetings as mutually agreed.

Article 23

NO STRIKE OR LOCK-OUT

- 23.1 The Association agrees that strikes are unlawful. The Association agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike, the Association agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity.
- 23.2 The University System Board of Trustees agrees that it shall not lock out bargaining unit employees or engage in any other unlawful or prohibited activities.

Article 24
WAIVER

- 24.1 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.
- 24.2 However, if either party has failed to assert or exercise rights under this Agreement for a period of time likely to lead the other party or any member of the bargaining unit to have acted in reasonable reliance on that failure, it shall notify the other party of its intent to return to strict adherence to the Agreement and shall take no action substantially prejudicial to anyone who acted prior to the notice based on a reasonable reliance on that failure.

Article 25
SAVINGS

- 25.1 If any provision(s) of this Agreement are held to be invalid or contrary to law by a court of competent jurisdiction, an arbitrator, or the PELRB having authority over its provisions, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the agreement will continue in full force and effect.
- 25.2 No later than thirty calendar days after a tribunal rules a provision of this Agreement invalid, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.


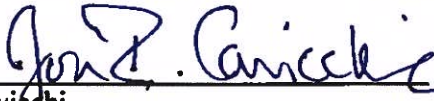
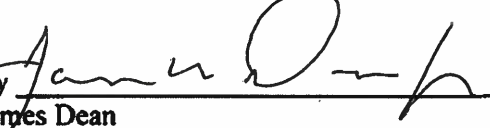


Article 26
ENTIRE AGREEMENT

- 26.1 This Agreement represents the complete agreement by the parties with respect to wages and benefits, hours of employment, terms and conditions of employment and all other matters relating to the employer-employee relationship. It is understood that the parties will be bound by practices in effect prior to the effective date of this agreement, provided that those practices: a) are well-established; b) concern terms and conditions of employment; c) significantly affect bargaining unit faculty members; and d) are consistent with this Agreement.

Article 27
DURATION

27.1 This Agreement as executed by the Parties is effective July 1, 2020 and shall remain in full force and effect through June 30, 2026 or until such time as a new Agreement is executed.

In witness thereof, the Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives in October 2022 and the Association likewise has caused this instrument to be signed by its duly authorized representatives in October 2022.

<p>University of New Hampshire Law Faculty Union</p> <p>By  Ryan Vacca Chief Negotiator, Law Faculty Union</p> <p>By  Jon Caviocchi Executive Committee Member-at-Large, Law Faculty Union</p>	<p>University System of New Hampshire University of New Hampshire</p> <p>By  James Dean Chancellor, USNH & President, University of New Hampshire</p> <p>By  Wayne Jones VP Academic Affairs & Provost, University of New Hampshire</p> <p>By  John Wallin Chief Negotiator & Assistant Provost, University of New Hampshire</p>
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