Collective Bargaining Agreement Between

USNH Board of Trustees
University of New Hampshire

and

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

July 1, 1993 - June 30, 1995
COLLECTIVE BARGAINING AGREEMENT

USNH BOARD OF TRUSTEES

AND

AAUP - UNH CHAPTER

July 1, 1993 - June 30, 1995
Article 1

RECOGNITION

1.1 The Board hereby recognizes the UNH Chapter of AAUP, hereafter referred to in this agreement as "the AAUP" or "the Association" as the exclusive bargaining representative for all faculty presently or hereafter employed by the University in the Bargaining Unit set forth in the certification issued by the New Hampshire Public Employee Labor Relations Board dated October 23, 1990 and amended on August 8, 1991 for "...all full-time academic faculty employed by the University of New Hampshire at Durham and Manchester, including librarians with faculty rank and department chairpersons" and "excluding from the petitioned unit faculty in residence, research faculty, extension educators, visiting faculty, part-time faculty, lecturers, deans and associate deans, library equivalent positions including the University Librarian, Associate University Librarian and two Assistant University Librarians, the Director of Environment Research Group, the Director of the Center for Humanities, the Director of the Thompson School, the Director of the Center for Educational Field Services, the Director of the Institute for Policy and Social Service Research, and the Director of the Institutional Research and Consulting Center"

Article 2

ACADEMIC-FREEDOM

2.1 The Board of Trustees and the AAUP recognize the essential importance of academic freedom to an institution of higher education and affirm their continuing commitment to the principles of academic freedom and its protections as provided in the AAUP Statement of Principles on Academic Freedom.

2.2 When making public statements, members of the bargaining unit should take care to avoid the impression that they are representing the University.

2.3 Members of the bargaining unit will carry out their responsibilities faithfully and in a manner consistent with the traditions of academic freedom and professional excellence.

2.4 The parties agree that grievances involving alleged violations of this article that are pursued to arbitration will only be heard by arbitrators who are from an academic community of higher education.

*Tenured faculty and tenure-track faculty who elect a temporary reduction in full-time appointment to no less than 50% time for no more than one year (unless exempted for additional time by the University) or participate in the partial early retirement program or reduce service and draw TIAA/CREF annuity prior to full, normal retirement shall continue as members of the bargaining unit until termination of employment.
Article 3

NON-DISCRIMINATION

3.1 Members of the bargaining unit shall not be discriminated against on the basis of sex, race, age, religion, color, marital status, sexual orientation, political affiliation, political belief or lawful political activity; veteran's status; handicap; national origin, membership or non-membership in the AAUP, or lawful involvement in AAUP activities as long as any such status or activity is lawful.

Article 4

FACULTY RIGHTS

4.1 Within the limits of availability of space, members of the bargaining unit shall be provided with a private office or other appropriate workspace.

4.2 Taking into account the needs of their departments and the students they serve, work assignments of bargaining unit members will be consistent with their academic status and interests.

4.3 Members of the bargaining unit shall be promptly informed of any official judgments of their performance.

4.4 No decision or action affecting a bargaining unit member's employment, promotion, tenure or compensation may be made in an arbitrary or capricious manner. Administrative decisions having a significant effect on the terms and conditions of employment of individual bargaining unit members shall be consistently applied to the extent that similarly situated individuals in equivalent circumstances will be treated in a comparable manner.

4.5 The University and the bargaining unit members will make every effort to maintain a professional academic environment that is free of intimidation and harassment of members of the University community. Allegations of sexual harassment will be addressed through the existing UNH sexual harassment policies and procedures or as modified by mutual agreement. Any disciplinary action resulting from this process may be appealed through the grievance procedure.

4.6 Bargaining unit members shall not be subject to dismissal and/or disciplinary action except for just cause. If an appeal against dismissal and/or disciplinary action is taken to final and binding arbitration, the burden of proof of just cause shall be on the University.

4.7 Except as otherwise provided, in the adjudication of any dispute over an alleged violation, misinterpretation or misapplication of the provisions of this Article, the burden of proof will rest with the grievant.

4.8 Bargaining unit members have access to appropriate University supplies and property for the express purpose of conducting University business.
Article 5

MANAGEMENT RIGHTS

5.1 All the rights and responsibilities of the USNH Board of Trustees which have not been specifically provided for in this Agreement or limited by law, shall be retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University including the academic governance structure. Except as modified by the Agreement, such rights and responsibilities shall include but shall not be limited to:

5.1.1 The right to direct unit members; to determine criteria in hiring and promotion; to determine standards for work; to hire and evaluate unit members;

5.1.2 The right to take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University’s operation;

5.1.3 The right to determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted;

5.1.4 In accordance with the academic governance structure, the right to determine the curriculum, programs and degrees to be offered;

5.1.5 The right to take such actions as may be necessary to carry out the mission of the University in case of emergencies, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit.

5.1.6 The right to make rules, regulations, and policies that do not conflict with the provisions of this Agreement.

5.1.7 The understanding that the exercise of any management right or function in a particular manner shall not preclude exercising the same in any other manner which does not expressly violate a specific provision of this Agreement.

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

5.3 Nothing in the Agreement shall be construed to limit the right of administrative personnel with faculty status to perform instructional duties.

Article 6

AAUP RIGHTS

6.1 The Administration shall make available to the Association information needed for collective bargaining with the following stipulations:

6.1.1 All requests will be made in writing to the USNH Director of Human Resources;
6.1.2 such information will be made available within reasonable time frames, normally fourteen (14) days;

6.1.3 that AAUP pay a copying cost when requested by the Administration;

6.1.4 the University System will not be responsible for reformattin data already publicly available;

6.1.5 requests requiring special programming or summary work may exceed the fourteen (14) day standard.

6.2 The AAUP may use UNH telephone services related to its representation responsibilities and will reimburse the institution at the normal billing rates.

6.3 The Administration shall arrange for the printing of this agreement in a mutually acceptable format and distribute one (1) copy to each member of the bargaining unit. The cost shall be shared equally by the University and the AAUP.

6.4 The Administration shall provide the AAUP a list of new bargaining unit member appointments, including starting salary and rank, and faculty terminations and retirements twice annually no later than October 15th and February 15th of each year.

6.5 In order to conduct its representation activities, the AAUP will be provided with on-campus office space and will reimburse the institution at the normal billing rates.

6.6 In order to communicate with members of the bargaining unit, AAUP may use the campus mail to the extent permissible by law. It shall pay for this service at the same rate as any other campus organization.

6.7 Participation in activities of collective bargaining and faculty representation by AAUP officials and committee members shall be considered a service activity similar to other committee work.

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Article 7

MEET AND DISCUSS

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

7.2 Nothing in this Agreement shall preclude the University President (or his/her representative) and the AAUP President (or his/her representative) from discussing any matters of mutual concern. Three (3) such meetings per academic year may be called upon the request of either party with additional meetings as mutually agreed.
Article 8

WORKLOAD

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

Article 9

GRIEVANCE PROCEDURE

9.1 Preamble

9.1.1 In agreeing to this Article, Grievance Procedure, it is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of an alleged violation of this Agreement and to attempt to do so at the earliest stages of this Procedure. The parties further agree that no member of the bargaining unit shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance. A member of the bargaining unit may neither file nor attempt to pursue a grievance under this Article if a request for relief has been filed under any other process or in any other forum.

9.2 Definition

9.2.1 A grievance is defined as a written complaint alleging a misinterpretation, misapplication or violation of a provision(s) of this Agreement or any policy incorporated by reference into this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the AAUP.

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

9.3 Informal Consultations

9.3.1 It is expected that a bargaining unit member will discuss his or her concern(s) with the person(s) taking the action and with any other appropriate parties including the member's department chairperson.

9.3.2 If these informal meetings have failed to achieve a settlement of this problem, the Grievant may request a settlement meeting from the lowest level Administrator having administrative responsibility for both the Grievant and the person taking the action. The request for such a meeting must be made in writing, with a copy to the AAUP, and should be made as promptly as possible but in no case shall it be made more than ninety (90) calendar days after the Grievant has become aware of the action(s) being contested. The Grievant may be accompanied at all such meetings by a representative
of the AAUP. This administrator will have twenty-one (21) calendar days in which to
resolve the dispute. If a resolution is achieved, this administrator, or his/her
designated representative, shall promptly notify the Grievant and the AAUP.

9.3.3 The discussions between the parties at this step should be open, informal and directed
toward developing a mutually acceptable resolution of the grievance.

9.3.4 Any problem resolution reached at this stage of the procedure will be non-precedent-
setting and may not be cited by either party in arbitration as the basis for the resolution
of any problem or grievance which may arise thereafter.

9.4 Step One: If the problem is not resolved to the grievant’s and the AAUP’s satisfaction
during the Informal Consultation, a formal written grievance may be submitted to the Board of
Trustees’ contract administrator. The submission should describe the basis of the grievance and
the remedy sought. It should include any documents supporting the complaint.

9.4.1 The formal grievance may be filed only after efforts to resolve the grievance at the
Informal Consultation have been exhausted and must be filed no later than fifteen (15)
calendar days following the conclusion of the meeting(s) unless an extension of time for
filing has been agreed upon between the grievant and the University.

9.4.2 The Board of Trustees contract administrator will arrange a conciliation meeting to
take place within thirty (30) calendar days of the receipt of a properly filed
grievance; said meeting will include the grievant, a representative of the Association
and members of the administration appropriate to the problem to be addressed. The
Board of Trustees contract administrator will distribute copies of the grievance filings
to all participants.

9.4.3 The grievant, the AAUP and the administration have the responsibility to provide to
the Conciliation Group all documents which can be reasonably expected to contain
evidence bearing on the case or which can be reasonably expected to lead to the
discovery of such evidence. The contract administrator will coordinate the acquisition
of such documents, and provide to the grievant and the AAUP copies of these documents
within fourteen (14) calendar days of the initial meeting of the conciliation group.

9.4.4 The conciliation group will meet to review the grievance and attempt to fashion a
mutually acceptable resolution. The meetings shall be non-adversarial and each party
will extend serious consideration to the views of the other parties. All parties will
make available to the others all relevant documents and other evidence bearing upon
the grievance, and any person having knowledge of the circumstances surrounding the
grievance will be expected to share his or her information with the committee.

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

9.4.6 The resolution of the grievance will be relevant to the interpretation of the Agreement
only to the extent that the circumstances of a future grievance are equivalent to those
which gave rise to the resolved grievance.

9.4.7 If a grievance is filed by the AAUP, the AAUP may initiate the grievance by filing it
immediately with the contract administrator.
Step Two: If after the Step One efforts have been exhausted, but no later than twenty-one (21) calendar days after the relevant documents have been provided to the grievant and the AAUP, the grievance remains unresolved to the satisfaction of the AAUP, the AAUP may proceed to binding arbitration to resolve the grievance. The Arbitrator will be selected according to the procedures described below.

9.5.1 The parties will cooperate fully with the Arbitrator in making available the evidence he or she requires to effect a resolution of the grievance.

9.5.2 Unless there is mutual agreement by all parties to modify the scope of the hearing, the issue to be addressed by the Arbitrator shall be restricted to the matter which was the subject of Step One of the Grievance Procedure. In the event that the Arbitrator must make an award, the decision of the Arbitrator will be restricted to whether or not there has occurred a violation of the Agreement. If a violation is found, the Arbitrator shall specify the remedy in accordance with the terms of this Agreement. The Arbitrator shall have the authority to decide the relevance of documentary evidence and/or testimony.

9.5.3 A decision of the Arbitrator on any issue properly before him or her shall be final and binding upon the University, the University System, the Association, and all bargaining unit members affected. The Arbitrator's decision-making authority shall be limited to determining whether the provision(s) of this Agreement have been violated, misinterpreted or misapplied and if so, to provide a remedy that makes the grievant whole. The Arbitrator shall not have the authority to add to, amend, modify, nullify or ignore in any way the provision(s) of this Agreement and shall not make an award which would, in effect, grant the Association or the bargaining unit member(s) any right or benefit which was not achieved through the negotiation process.

9.5.4 If a grievance is sustained in whole or in part, the award shall not exceed restoring to the grievant(s) the pay, benefits or rights lost as a result of a violation of the Agreement. The decision of the Arbitrator, within the limits described above, shall be final except that within thirty (30) calendar days after the issuance of a decision by the Arbitrator either party may appeal the decision to the superior court. The basis of the appeal shall be limited to plain mistake, whether legal or factual, fraud, corruption, or misconduct by the parties, or on the ground that the Arbitrator exceeded his or her powers as specified in this article.

9.5.5 Selection of the Arbitrator: The University and the Association agree that there will be established a permanent panel of six (6) Arbitrators from which the Arbitrator whose responsibilities are described in Step Two will be selected. Those selected for this panel will be Arbitrators whose background and experience are consistent with the qualities necessary to resolve grievances arising out of an agreement between the University and its faculty. If either party objects to the use of a member of the panel, the Arbitrator will be selected through the procedures of the American Arbitration Association. A decision on whether to select a member of the panel, or an arbitrator through the American Arbitration Association, shall be made within seven (7) calendar days of the AAUP's notification to the contract administrator that the AAUP intends to proceed to arbitration.

9.6 General Provisions

9.6.1 Failure by the grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be considered acceptance by the grievant of the decision rendered at the preceding step.
9.6.2 A failure to reach a resolution within the time limits specified shall permit the grievant to move to the next step of the procedure. If the Step One meeting does not take place within the time limits prescribed or within an extension of time mutually agreed upon; and if the failure to convene the meeting within such time limits is demonstrably the result of negligence on the part of the administration; and if the grievance is appealed to Step Two, then the administration will pay the entire costs of the arbitration which are normally shared equally by the parties. Any dispute over the identity of the party responsible for the failure to convene the meeting in a timely fashion will be resolved by the arbitrator.

9.6.3 The time limits prescribed in this article may be extended by mutual agreement of the administration and the AAUP.

9.6.4 A grievant may withdraw his or her grievance at any point in this procedure.

9.6.5 If the grievant is unable to pursue the grievance because of circumstances beyond his/her control, the AAUP may become the grievant at any stage in the procedure.

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

9.6.7 The costs of arbitration shall be shared equally by the University and the AAUP.

9.6.8 The administration will make a tape recording of the arbitration proceedings and provide a copy to the AAUP.

Article 10

PERSONNEL FILES

10.1 The University shall maintain one official personnel file for each member of the bargaining unit. This file shall contain all material that will be used to support personnel actions, except for a temporary Promotion and Tenure file, which is not part of the official personnel file.

10.2 This personnel file shall not contain any anonymous correspondence. Unsolicited letters may be included in the file if a copy is sent to the bargaining unit member in question, providing they have relevance and are free of innuendo and are signed by the author.

10.3 A member of the bargaining unit shall be sent a copy of any evaluation being placed in his/her official personnel file.

10.4 The official personnel file shall be in the custody of the University administration and the location of such shall be made known to the bargaining unit member.

10.5 With the exception of the temporary Promotion and Tenure file, a member of the bargaining unit shall have access to all materials relating to him/her in the official files. When requested in writing, this access shall be granted as promptly as is reasonable during normal working hours, consistent with the schedule of both parties. Upon request, bargaining unit
members shall be promptly furnished with copies of any materials in their files and will be charged the normal photocopy rate.

10.6 Any material in the official personnel file which the bargaining unit member can demonstrate to the University to be inaccurate or untrue shall be immediately removed.

10.7 The bargaining unit member, his/her authorized representative (with written authorization) and appropriate officials of the University and University System are the only ones entitled to access a bargaining unit member's official personnel file.

Article 11
ANNUAL REVIEW

11.1 Beginning with the first year of appointment each non-tenured faculty member will receive from the Dean, in concert with the appropriate Chairperson, an annual written assessment of performance. The assessment must be completed by June 30th following the end of each academic year, and the assessment will be transmitted to the bargaining unit member.

11.2 The Dean, in consultation with each departmental chairperson, will establish a procedure for regular, written assessment of tenured faculty. A copy of this assessment will be shared with the bargaining unit member within a reasonable period of time after the evaluation is complete.

Article 12
CONSULTING AND CONFLICT OF INTEREST

12.1 General

12.1.1 Faculty are encouraged to participate in professional activities as a means of improving not only their own competence and prestige, but the prestige of the University of New Hampshire as well. While engaging in these activities, faculty members have the obligation to avoid ethical, legal, financial, and other conflicts of interest to insure that their outside activities and interests do not conflict with their primary responsibilities at the institution.

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

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

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

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

12.3 Compensated professional activities for full-time faculty.

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

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

12.3.2 The activities should be within the professional competence of the faculty member.

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

12.3.4 The dean of the college, through the chairperson of the faculty member's department, should be informed of the activities. Agreement between the chairperson and faculty member should be reached that the activities satisfy 12.3.1 - 12.3.3 above. When required, the confidentiality of a client will be honored.

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

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

12.4 Use of University System facilities, supplies, equipment, services, letterhead or name.

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

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

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

12.5 Goods or services personally benefiting faculty

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

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

12.6 Appropriation of Institutional Service or Business Opportunities

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

12.6.2 Appropriation in this context is defined to mean to take or make use of without authority or right, and is intended to prohibit the taking, through use of the USNH name, equipment, facilities or supplies, or by action of a faculty member of those service or business opportunities that ordinarily would have been contracted or supplied by USNH, except in areas of business or service where no specific advantage is gained by virtue of one's employment duties or responsibilities.
Article 13

PROMOTION & TENURE

13.1 In this Article, the word College is synonymous with School as in the case of the School of Health and Human Services and the Whittemore School of Business and Economics.

13.2 Because of differences in academic organization, the University Library, the Thompson School of Applied Science and UNH-Manchester follow somewhat modified procedures from those described in this Article. Such procedures must be agreed upon by the AAUP.

13.3 Recommendations for promotion and tenure are made without regard to the number of tenured faculty or number of faculty by rank in the department, college, or University.

13.4 The areas of activity reviewed for promotion/tenure are teaching, scholarship (including comparable creative and/or professional activity) and service, together with University programmatic considerations.

13.5 Promotion from Instructor to Assistant Professor

13.5.1 The formal notice of appointment from the Dean to a new Instructor shall specify a time, not to exceed one (1) year from the date of the initial appointment, by which the terminal degree must be completed. If the degree is completed during that time, the Dean shall have the authority to recommend to the President a change in title from Instructor to Assistant Professor. If the degree is not completed during the specified time, the Dean shall have the authority, subject to agreement by the appropriate area faculty and program director, to provide an additional one-year appointment as Instructor. If the terminal degree is granted after the end of the grace period, promotion to Assistant Professor can only be accomplished through the regular promotion procedure.

13.6 Promotion from Assistant Professor to Associate Professor.

13.6.1 Promotion to Associate Professor shall be accompanied by the granting of tenure, except in cases where a person has had relevant prior experience and is hired as an Assistant Professor. In such cases, promotion without tenure to Associate Professor during the first two years of University employment is permissible.

13.7 Promotion from Associate Professor to Professor

13.7.1 No time limits are associated with recommendations for promotion to the rank of Professor.

13.8 Tenure Eligibility

13.8.1 Tenure is granted only to faculty members on 100% academic or fiscal year appointments.

13.8.2 An Instructor is not eligible for tenure.
Mandatory Tenure Decision

13.9.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in his/her case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the following appointment year. A negative tenure decision in the mandatory year shall be followed by a notice of non-reappointment effective at the end of the following appointment year.

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

13.9.3 For a person with no prior full-time experience at an institution of higher education, a mandatory tenure decision must be made at the end of six (6) years of full-time service at the University including years of service as an Instructor.

13.9.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions unless an agreement is reached between the faculty member and the Dean in writing prior to the leave that the time on such leave will be counted. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost and Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.

13.9.5 An Instructor is not eligible for tenure. After no more than a total of four (4) years of full-time service in this rank he/she shall be promoted or notified that his/her appointment will not be renewed at the end of the fifth year.

13.9.6 Tenure is not normally granted to faculty members who hold the rank of Assistant Professor. If a department chooses to recommend tenure for an Assistant Professor, that recommendation must clearly demonstrate why this proposed action is in the best interests of both the candidate and the University.

13.9.7 For persons with prior full-time service at other institutions of higher education, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at institutions of higher education before a tenure decision is required shall be at least six (6) years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second appointment year; (4) the arrangement is approved by the faculty of the department or other unit to which the appointment is made.

13.10 Promotion and tenure decisions are made by the Board of Trustees acting through its Academic Affairs Committee. Promotion and tenure evaluations and recommendations are made at the following levels:

- Department
- College/Graduate Dean
13.10.1 The Board of Trustees, through the Academic Affairs Committee, acts on the recommendations of the President.

13.11 Promotion and tenure file.

13.11.1 Promotion and tenure materials shall be maintained in an appropriate location determined by the University. Candidates, in the presence of the Department Chairperson or Dean, may have access to the non-evaluative promotion and tenure materials. In order to encourage participation and to assure candor, evaluations related to the promotion and tenure process are considered confidential and are not, therefore, available to the candidate.

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

13.11.3 At any step the candidate may request a summary of the confidential materials which will be prepared by the Department Chairperson, the Dean or a member of the faculty acceptable to both the Dean and the candidate. This summary must include the names of individuals whose evaluations are in the file. Candidates shall be entitled to submit a rebuttal to the summary statement of confidential material.

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

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

13.13 Steps In The Departmental Evaluations And Recommendations

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

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

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

13.13.4 The Chairperson shall undertake an independent evaluation only after inviting advice from faculty who are not included in the Department Promotion and Tenure Committee.
13.13.5 The Promotion and Tenure statement will be organized in two (2) sections, one dealing with documentation and the other with evaluation.

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

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

13.14 Evaluation Of Teaching

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

13.15 Department Promotion And Tenure Statement

13.15.1 The Promotion and Tenure statement must include the Department Promotion and Tenure Committee’s recommendation, the Chairperson’s recommendation, and a report of any relevant discussions of the Chairperson with students or faculty not on the Promotion and Tenure Committee.

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

13.15.3 The numerical vote of the Committee must be reported.

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

13.15.5 The Department Promotion and Tenure Statement must be transmitted to the Dean by December 15, unless a later date is agreed to with the Dean. The Chairperson shall inform the candidate and the Department faculty of both the Department Promotion and Tenure Committee’s and the Chairperson’s final recommendations. The notification shall be in writing.

13.16 The College Evaluation And Recommendation

13.16.1 The Promotion and Tenure Statement, including supporting documentation received from the Department, shall be reviewed independently by the College Promotion and Tenure Committee, the Graduate Dean, where appropriate, and the College Dean.

13.16.2 The faculty of each college shall elect a College Promotion and Tenure Committee. The size and make-up of the Committee shall be determined by the Faculty of the College in consultation with the Dean.

13.16.3 A faculty member serving on a College Promotion-and Tenure Committee shall be excused in all cases involving a recommendation from the same department.
13.16.4 If the College Dean's or the Graduate Dean's initial judgment does not agree with the recommendation of either or both the Department or College Committees, the College or the Graduate Dean must meet personally with the Committee(s) to discuss the case before submitting a recommendation.

13.16.5 The College Dean shall transmit the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs. The Statement shall include the recommendations of the College Promotion and Tenure Committee, the Graduate Dean, where appropriate, and the Dean, as well as those of the Department Committee and Chairperson. It shall include a numerical record of the vote of the College Promotion and Tenure Committee. The College Dean shall inform the candidate and the Department Chairperson of these recommendations in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation. The chairperson shall notify the department Promotion and Tenure Committee.

13.17 Documentation Relevant to a Promotion And/Or Tenure Case.

13.17.1 If a Chairperson, Department Committee, College Committee, Graduate Dean, College Dean, or the Provost and Vice President for Academic Affairs receives new information that bears on the promotion and/or tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate's access to this new information will be on the same basis as that provided for other information in the file.

13.18 The Provost And Vice President For Academic Affairs' Evaluation And Recommendation

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

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

13.19 The President's Evaluation And Recommendation

13.19.1 The recommendations of the Provost and Vice President for Academic Affairs, with all documentation, shall be presented to the President. The President's recommendations, both positive and negative, shall be presented to the Academic Affairs Committee of the Board of Trustees, with all documentation. If the President's recommendation seems likely to differ from those of the Provost and Vice President for Academic Affairs, the President will consult with the Provost and Vice President for Academic Affairs before making a final decision. The latter shall notify the College Dean, who shall notify the Department Chairperson and the candidate.
13.20 **Action By The Board Of Trustees**

13.20.1 The Board of Trustees shall take action as it deems appropriate, upon the recommendations of its Academic Affairs Committee.

13.21 **Provisions For Review**

13.21.1 As indicated in the previous section, the Provost and Vice President for Academic Affairs shall, upon completing all evaluations, notify the College Deans of his/her recommendations. At that time, and prior to evaluation and recommendation by the President, the College Dean is responsible for seeing that each candidate who is not being recommended for promotion and/or tenure is made aware that the candidate may request a review of the case. The Dean shall provide the reasons for a negative recommendation at any step in the procedure.

13.21.2 If a negative recommendation was made by the College Promotion and Tenure Committee, by the Graduate Dean, or by the College Dean, the request for review should be directed to the College Dean. The Dean shall then designate an appropriate College Review Panel, following procedures established by the college. On the basis of the case presented by the candidate, the Review Panel shall decide if a review is justified.

13.21.3 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.

13.21.4 Upon completing its review, the Review Panel shall promptly submit its recommendation to the College Dean.

13.21.5 Where appropriate, the Graduate Dean shall also have access to all initial recommendations of the College Promotion and Tenure Committee and the College Dean, and shall independently review all materials relevant to the case, including any new information, and submit a recommendation.

13.21.6 The recommendations of the Review Panel, the Graduate Dean, where appropriate, and the College Dean, as well as any new materials in the case, shall be submitted by the College Dean to the Provost and Vice President for Academic Affairs.

13.21.7 If the initial recommendations of the College Promotion and Tenure Committee, the Graduate Dean, where appropriate, and the College Dean were all positive, the request for review should be directed to the President who may request additional consideration of the case by the College according to the above procedures.

13.21.8 After the President’s review, the Provost and Vice President for Academic Affairs shall notify the candidate, the Department chairperson and College Dean of the decision. There is no provision for further review.

13.21.9 It is the responsibility of the Dean to keep the candidate informed of the outcome at each level of the evaluation. The review procedure should be completed within three (3) weeks, or as soon as the University is able to complete it.
Article 14
TERMINATION OF EMPLOYMENT

14.1 Non-reappointment

14.1.1 Appointments of non-tenured bargaining unit members expire at the end of each appointment year (academic or fiscal). Notice of non-reappointment shall be given to faculty based on the faculty member's length of service at the end of the appointment year:

- one (1) year or less; notice by March 1
- greater than one (1) year but less than two (2); by December 15
- greater than two (2) years; twelve (12) months prior to the expiration of the appointment.

14.1.2 Late notice shall entitle the non-reappointed faculty member to reappointment for an additional year or, at the option of the University, severance pay equal to twelve (12) months salary and benefits that s/he would otherwise have received if reappointed.

14.1.3 The bargaining unit member shall be notified in writing of non-reappointment and may request a meeting with the Dean to discuss the non-reappointment. Upon request, the University shall provide the basis for the non-reappointment in writing to the bargaining unit member.

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

14.2 Dismissal

14.2.1 A dismissal refers to the termination of a faculty member during the term of an appointment, or the denial of reappointment of a tenured faculty member. A bargaining unit member shall not be subject to dismissal except for just cause. Just cause shall encompass professional incompetence, deliberate neglect of duty or moral delinquency of a grave order.

14.2.2 A bargaining unit member shall not be suspended or terminated from employment prior to a full and final investigation of any charge of just cause for dismissal. The only exception to this shall be if the President of the University determines that immediate harm to the faculty member, or others, is likely by maintaining the faculty member on the job.

14.2.3 If charges involving moral delinquency of a grave order are sustained, the bargaining unit member may be terminated immediately. If charges of professional incompetence or deliberate neglect of duty are sustained the bargaining unit member may not be dismissed until the end of the academic year, or, in the case of tenured faculty members, twelve months after receiving formal notice of the University’s intent not to renew the appointment.

14.2.4 In a dismissal case, whatever the charge or tenure status of the faculty member concerned, the following order of procedures will be followed:
14.2.4.1 Conference with appropriate administrators. Case may be dismissed or referred to Professional Standards Committee.

14.2.4.2 Professional Standards Committee of the Faculty Caucus makes recommendation to President.

14.2.4.3 President receives Committee recommendation; case is either dismissed or formal proceedings start with establishment of Hearing Committee.

14.2.4.4 Hearing Committee holds hearings; Association is entitled to have a representative present; Committee makes recommendation to President.

14.2.5 If the President of the University decides that dismissal is warranted after the above procedure has been followed, s/he shall notify the faculty member in question and the Association in writing of the intent to dismiss. The faculty member shall have fourteen (14) calendar days to file a grievance under Article 9, Grievance Procedure, of this Agreement, once the President's notice of intent to dismiss is received. The burden of proof in a grievance involving a dismissal shall be on the University, which proof shall be by clear and convincing evidence.

14.3 Financial Exigency

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

14.4 Programmatic Displacement/Termination

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

14.4.2 The President will establish a joint review committee, composed of the president's representative, three (3) representatives elected from the college or school involved, and three (3) UNH or other faculty members chosen by the Faculty Council. On completion of the review, the President will submit the report and will discuss fully the review committee's findings with the Faculty Council and other appropriate individuals and groups.

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

14.4.4 The Association shall have the right to grieve to the Board of Trustees programmatic changes recommended by the President that displace faculty. Said grievance must be filed within thirty (30) calendar days of the President's recommendations to the Trustees and shall stop at the Board of Trustees. The grievance shall not go to arbitration.
14.5 Procedures for Determining the Termination of Employment Due to Financial Exigency and/or Programmatic Changes

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

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

14.5.2.1 Non-tenure track faculty members in an affected program shall be terminated before any tenure-track faculty member is terminated, except where demonstrable and serious distortion of an academic program would result.

14.5.2.2 Non-tenured faculty members in an affected program shall be non-reappointed before any tenured faculty members are terminated, except where demonstrable and serious distortion of an academic program would result.

14.5.2.3 The Trustees shall consider the following in determining which tenured faculty shall lose their employment:

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

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

14.6.1 If the termination of a faculty position is the result of financial exigency, the University shall not make new appointments in the same department within three (3) years, without first offering the position to qualified faculty who have been terminated due to the financial exigency or programmatic changes. A faculty member whose position was eliminated shall be entitled to re-employment in the same position, should it be restored within a three (3) year period from the date of termination. The Faculty member shall have sixty (60) days in which to accept the offer. The offer of re-employment and acceptance shall be made through registered mail. It is the faculty member’s responsibility to keep the University informed of any change of address.

14.6.2 If a faculty member is terminated from a tenure-track position due to financial exigency or programmatic changes, a new non-tenure track position shall not be created to replace
that position for two (2) years from the date the faculty member who held that tenure track position was terminated from employment.

14.6.3 The rules of notification may be waived in cases of financial exigency, although every bona fide effort will be made to give dismissed tenured faculty twelve (12) months notice.

14.6.4 Terminated faculty dismissed because of programmatic changes shall be entitled to eighteen (18) months notice.

14.6.5 Dismissal for cause not due to programmatic changes or financial exigency is not covered under the conditions of this article. Dismissal for cause shall not be labeled non-reappointment due to financial exigency or programmatic change under any circumstance.

14.7 Resignation and Retirement

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

14.7.2 It is expected that the timing of a resignation will coincide with the end of the academic year (or the fiscal year in the case of fiscal year faculty). The University recognizes that there are circumstances in which a change of employment will enhance a professional career and it will not hinder efforts to take advantage of such circumstances. Faculty should keep the University informed of the progress of arrangements for other employment and submit a formal resignation as early as possible in order to ensure an orderly transition.

14.7.3 Faculty shall provide a minimum of 120 calendar days to the USNH Benefits office in order to indicate an intent to retire from the University. The faculty member will receive counseling regarding various benefit programs associated with applicable retirement programs sponsored by the University to insure a smooth transition from active employment to retirement status during the 120 days.

Article 15

FACULTY DEVELOPMENT

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

15.2 The Vice President for academic Affairs (VPAA) shall appoint a Teaching Advisory Committee from among members of the faculty who have been judged as Outstanding Teachers by their students and colleagues during the preceding five (5) years, or other faculty with expertise in teaching, who are willing to serve in this capacity.
15.3 A list of those members of the Teaching Advisory Committee willing to advise individuals seeking to improve their teaching effectiveness shall be provided annually by the VPAA to all Department Chairpersons.

15.4 Scholarship

15.4.1 The office of the VPAA shall continue to fund, and the Faculty Development Committee shall continue to administer, the Faculty Development Program and the Faculty Scholars Program. The annual combined funding for these programs shall not be less than the 1990-91 funding level for the remainder of this agreement.
Article 16

**SALARY**

16.1 Promotions

16.1.1 For promotions effective during FY94 and FY95, a base pay increase will be granted as follows:

<table>
<thead>
<tr>
<th>Rank Change</th>
<th>Promotion Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor to Assistant Professor</td>
<td>$1,000</td>
</tr>
<tr>
<td>Assistant to Associate Professor</td>
<td>$1,500</td>
</tr>
<tr>
<td>Associate to Professor</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

16.2 Other base salary increases

16.2.1 For FY94, an across-the-board continuing salary increase of 4.6% will be granted to each bargaining unit member, unless otherwise exempted by 16.2.2, such increase to be effective with the beginning of FY94 and after FY94 promotions have been granted.

16.2.2 Specifically exempt from receipt of the increases delineated in 16.2.1 are:

- those not on an active pay status
- those on a terminal contract
- those hired after 6/30/93

16.2.3 For FY95, an across-the-board base salary increase of 4.4% will be granted to all bargaining unit members, unless otherwise exempted by 16.2.4, such increase to be effective with the beginning of FY95 and after FY95 promotions have been granted. In addition, a pool of money equal to 0.5% of the bargaining unit salary line as of June 30, 1994 will be distributed as merit/equity awards. The 0.5% will be allocated to each school or college proportionate to its share of the 6/30/94 bargaining unit faculty salary base.

Merit/equity awards will be made according to the following procedure. The Dean of the college or school shall determine the criteria for distribution to individuals in each department and the manner in which these criteria shall be applied to arrive at these awards. In making these determinations, the Dean shall take into account the recommendations of the department. Such recommendations shall be forwarded to the Dean by the Department Chair in a timely fashion.

In consultation with the Department Chair, the Dean of the college or school shall also determine the merit/equity distributions to individuals in each department. The Chair's recommendation shall be forwarded to the Dean by the Department Chair in a timely fashion. If the merit/equity pay increases determined by the Dean differ from the Chair's recommendations, the Chair of the department shall be informed of the reasons for the difference(s).

16.2.4 Specifically exempt from receipt of the increases delineated in 16.2.3 are:

- those not on active pay status
- those on terminal contract
- those hired after 6/30/94
16.3 Extraordinary professional contribution, equity and matching offers

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

16.4 Department Chair Stipends

16.4.1 Department Chairs shall receive stipends commensurate with the Chair’s additional responsibilities. The amounts of such stipends shall be determined by the Dean.

Article 17

BENEFITS

17.1 Unless otherwise qualified by this agreement, unit members shall receive the benefits approved and outlined in Board of Trustee or USNH policy, as of 2/1/93. This includes policy governing eligibility for, and contribution levels to, benefits.

17.2 Medical Benefits

17.2.1 This agreement shall provide medical benefits at a rate of employer contribution, indicated below. This contribution shall apply to Flex Plus option B. For any plans which cost more than plan B, USNH shall make the same contribution to those plans, as it makes to plan B. The employer contribution shall be 90% towards single person coverage, 85% towards 2-person coverage, and 83% toward family coverage effective January 1, 1993.

17.3 Retirement

17.3.1 The University System shall provide retirement options as described in USNH Benefit policy, with the following exception. The unit member shall have two (2) rates of contributions available. Those are that the University will contribute 9% if the faculty member contributes 6%, and the University shall contribute 6% if the faculty member contributes 2.5% to either of its recognized retirement programs.

17.3.2 Faculty members may make additional individual contributions to the regular retirement program or to an SRA for any USNH authorized program.

17.3.3 The 2.5/6% option will be effective with the first full paycheck of the FY 94 appointment year.
17.4 **Interim Disability**

17.4.1 When faculty members are absent from their duties because of illness and other faculty members assume their responsibilities on a temporary basis, no formal report of absence is required unless the absence exceeds one (1) month. For absences of more than one (1) month, application for interim disability may be made. If the disabling condition is appropriately documented, a faculty member will continue to receive full salary in the six (6) month period between the onset of the disability condition and the beginning of a long-term disability plan. If long-term disability is not approved, the faculty member will be expected to return to work, or resign or retire.

17.5 **Parking**

17.5.1 Effective July 1, 1993 the parking fee at the University will be no higher than $32.

17.6 **Retiree Medical Options**

17.6.1 Faculty hired on or before 6/30/95 shall have a one-time choice among the following options:

- receive the 1% contribution described as ARC in 17.6.4 regardless of enrollment in a USNH retirement plan; or
- receive a $15,000 lump sum payment at retirement; or
- elect to retain the right to the current benefit described as the USNH Medicare Complimentary Plan.

17.6.2 The choices described in the above language shall be made in writing no later than 5/15/95. If the faculty member chooses the lump sum option, but leaves prior to being eligible for retirement (age 62 with 10 years of service), the faculty member shall forfeit the right to the lump sum.

If no choice is made in writing, on or before 5/15/95, the faculty member will retain the option described in 17.6.5 and will forfeit the right to make the selection set forth in 17.6.1.

17.6.3 Faculty hired after 6/30/95 are eligible only for ARC as described in 17.6.4.

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

17.6.5 The USNH Medicare Complimentary Plan is the plan in existence as of October 28, 1994. Specifically, the plan is described in USNH policy section USY-V-A-21.2 and 21.3 (see Appendix of this contract), and in the pamphlet "Medicare Complimentary Plan" from USNH as updated in 1994.

17.6.6 Medical coverage for Retirees Age 62 through 65

Faculty members who meet the qualifications of the USNH definition of a retiree, and wish to retire, may continue coverage in the Option B medical benefits plan until
he/she is eligible for Medicare coverage at age 65. Faculty members with the USNH Medicare complementary plan may continue this coverage with no cost to the faculty member. Faculty members in the ARC program will pay the same rate as active employees to continue coverage, beginning 1/1/98. This coverage option is available whether the faculty member selects "ARC" or the USNH Medicare Complimentary Plan.

17.7 Tuition

17.7.1 Non-Credit Tuition

Faculty members are eligible to receive a 50% tuition waiver for non-credit courses under the following conditions:

- the benefit is included in the total number of five (5) courses per year permitted by USNH policy;
- the University may limit or exclude enrollment to specialized courses or institutions.

17.7.2 Tuition for dependent children of deceased faculty

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

17.8 Dental Benefits

The schedule of dental procedures provided by USNH Flex Option B shall be improved by an average of 5%, effective 1/1/94. The specific improved rates shall be provided to AAUP under separate cover.

17.9 Committee Representation

The AAUP shall be entitled to appoint a representative to the USNH Benefits Advisory Group.

Article 18

OVERLOAD AND SUMMER COMPENSATION

18.1 Compensation for bargaining unit members for teaching in the summer session shall be set on a per course and/or per student basis. Beginning with the 1994 summer session, the rates of compensation for a 3 credit or 4 credit course shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Summer 1994</th>
<th>Summer 1995</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>$3,200</td>
<td>$4,100</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$2,900</td>
<td>$3,400</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$2,600</td>
<td>$2,900</td>
</tr>
<tr>
<td>Instructor</td>
<td>$2,200</td>
<td>$2,500</td>
</tr>
</tbody>
</table>
18.2 Faculty members shall not teach credit courses on an overload basis through the Division of Continuing Education except as specifically approved by the UNH Vice President for Academic Affairs.

Article 19

DUES DEDUCTION

19.1 The University shall deduct AAUP dues in equal installments each pay period from the wages of those AAUP members who have authorized the University to do so in writing.

19.2 The University shall forward promptly to the Treasurer of the AAUP a check representing the amounts deducted from the wages of faculty in the bargaining unit.

Article 20

NO STRIKE OR LOCK-OUT

20.1 The AAUP agrees that strikes and other forms of job action are unlawful. The AAUP agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike or other job action, the AAUP agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity and of the Association's opposition to such activity.

20.2 The University System Board of Trustees agrees that it shall not invoke any lockouts.
Article 21

SAVINGS CLAUSE

21.1 If any provision(s) of this agreement are held to be contrary to law by a court of competent jurisdiction, legislative action, or administrative agency having authority over its provisions, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the agreement will continue in full force and effect.

21.2 No later than thirty (30) calendar days after a written request by either party to bargain collectively, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

Article 22

DURATION

22.1 This agreement, except as otherwise provided herein, shall continue in full force and effect until midnight, June 30, 1995 and shall be automatically renewed from year to year thereafter unless at least 120 days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.
IN WITNESS WHEREOF, the Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives on this 27th day of December, 1994 and the Association likewise has caused this instrument to be signed and sealed by its duly authorized representative on this 30th day of December, 1994.

American Association of University Professors
UNH Chapter

By Beverly James
Associate Professor of Communications
President, AAUP-UNH

By Stephen S. Fan
Professor of Chemical Engineering
Chief Negotiator, AAUP-UNH

By L. C. Balling
Professor of Physics
Past President, AAUP-UNH

By Marvin J. Karon
Professor of Business Statistics
AAUP-UNH Bargaining Team

By Laurel Ulrich
Professor of History
AAUP-UNH Bargaining Team

By Curt Givan
Professor of Plant Biology
AAUP-UNH Bargaining Team

By Karl Diller
Professor of English
AAUP-UNH Bargaining Team

University System of New Hampshire

By Donald G. O'Brien
Chair, Board of Trustees
University System of New Hampshire

By William J. Farrell
Chancellor
University System of New Hampshire

By Thomas P. Fairchild
Interim President
University of New Hampshire

By Joan M. Tambling
Director of Human Resources
University System of New Hampshire

Board of Trustees - UNH Negotiating Team

Nicholas DiGiovanni, Jr.
Chief Negotiator

Janet W. Clukay
Associate Dir. of Human Resources, USNH

Barbara Montgomery
Associate Vice President Academic Affairs, UNH

Roger Ritvo
Dean, College of Health & Human Services, UNH
21. **Retirement**

21.1 **Description.** The University System of New Hampshire offers its faculty and staff members the opportunity to participate in a defined contribution retirement plan with a variety of investment opportunities that permit employees to take greater personal control of their retirement program. All benefits-eligible faculty and staff members may participate in the University System’s sponsored retirement plan immediately upon employment.

21.2 **Normal Retirement Age.** The USNH considers age 65 as the "normal retirement age" in accordance with the retention of this age by the Social Security Administration as the age for retirement. Its only purpose is to provide a reference point for faculty and staff in their retirement considerations.

21.2.1 **Retiree Definition.** A retiree is a former faculty or staff member who has served within the University System and meets each of the following:

21.2.1.1 has been employed in a status position for a period equal to ten or more years of full-time service.

21.2.1.2 has been an actively participating member (either through contributions made by or on behalf of the faculty or staff member (i.e., disability waiver) or by membership in a non-contributory program) in one of the following retirement plans for at least ten years:

- TIAA/CREF
- Fidelity
- State of New Hampshire Retirement Program
- NH Firefighters' Retirement Program
- NH Teachers' Retirement Program
- Operating Staff Retirement Program

21.2.1.3 has attained age 62 or older and elects normal retirement from the University System, unless on full early retirement.

21.3 **Medicare Complementary Plan**

21.3.1 **Eligibility.** Employees begin accumulating years of service, and years of participation in a retirement plan toward this benefit starting at age 52. Employees must meet all of the above criteria as defined in 21.2.1, and prior to retirement be participating in a USNH medical program.

21.3.2 Faculty/staff members who are covered by the Medicare Complementary Plan during retirement may continue coverage of a spouse and/or dependent child(ren), under medical benefits

Appendix
Option B., free of employee contribution. At the time when the spouse becomes eligible for Medicare, coverage in the traditional plan will be discontinued and coverage in the Medicare Complementary Plan will begin.

21.3.3 In the event a spouse of a retiree covered by the Medicare Complementary Plan dies, the faculty/staff member is not permitted to add a new spouse to the plan.

21.3.4 In the event the retiree covered by the Medicare Complementary Plan dies, the spouse may continue coverage for the rest of his/her life or until remarriage. The dependent child(ren) may continue until he/she no longer meets the eligibility requirement for coverage.