

COLLECTIVE BARGAINING AGREEMENT

**USNH Board of Trustees
University of New Hampshire**

&

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

July 1, 2009 - June 30, 2010

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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 tenured and tenure-track 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 research faculty, clinical faculty, extension educators, visiting faculty, part-time faculty, lecturers, principal and academic administrators holding tenure including but not limited to the provost and vice provosts, deans and associate deans, the Director of the Center for the Humanities, the Director of the Thompson School, the Director of the Carsey Institute, the Director of the Institute for the Study of Earth, Oceans and Space, the Director of the Institute on Disability, the Director of the UNH Survey Center, and the Chief Sustainability Officer.

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. Any non-administrator who serves as a Department Chair shall, for the duration of such service, be considered a member of the full-time faculty bargaining unit, even if (s)he would be otherwise excluded from the unit because of his/her status. Department Chairs will be chosen from among bargaining unit members of the faculty. Any proposed Department Chair appointment where this is not the case shall require agreement from the AAUP’s local chapter.

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 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. In the case of sexual or other discriminatory harassment, the requirements of federal or New Hampshire state law shall be the only determinants of the proper definition and extent of the term "harassment."
- 4.6 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 reformatting 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.

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 from the receipt of the request for a settlement meeting 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 thirty (30) calendar days from the receipt of the request for a settlement meeting in 9.3.2 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 no later than fourteen (14) calendar days after 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.
- 9.5 Step Two: If after the Step One efforts have been exhausted, but no later than twenty-one (21) calendar days after the initial conciliation meeting, 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 Selection of the Arbitrator: The University 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 (10) calendar days after the initiation of Step Two.
- 9.5.2 The parties will cooperate fully with the Arbitrator in making available the evidence he or she requires to effect a resolution of the grievance.
- 9.5.3 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.
- 9.5.4 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.

- 9.5.5 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 grounds that the Arbitrator exceeded his or her powers as specified in this Article.

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 cost of the arbitration which is 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 taped, stenographic or other type of verbatim record of the arbitration proceedings and will provide a copy of such record 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 document 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 and in compliance with federal and state regulations.
- 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 Before consultative activities take place, agreement between the Chairperson and faculty member will be reached that the activities satisfy 12.3.1 - 12.3.3 above, and then the Dean of the college, through the Chairperson of the faculty member's department, will be informed of the activities. 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 USNH 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 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. These modified procedures are set forth in Appendices B, C, and D, respectively.
- 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 (2) 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.
- 13.9 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, except as provided in article 13.9.3.

- 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. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability as defined in Article 17.4.1 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For (i) circumstances that are not covered by official interim disability but for which the University affords faculty with paid leave time (e.g. family illness or the birth or adoption of a child) or (ii) extraordinary professional circumstances beyond the faculty member's control, the University and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Faculty desiring to exclude one year must make a request to the Provost and Vice President for Academic Affairs within one year of the precipitating event, or by May 15th of the year preceding the original mandatory decision year, whichever comes first. The Provost and Vice President for Academic Affairs shall inform the faculty member, the AAUP, the dean, and the department chair of his/her response to the request and the reasons therefore. The approval of both the University and the AAUP is required if the year to be excluded coincides with the original mandatory decision year. Requests to exclude any years in excess of one (1) from the years counted toward tenure must be approved by both the University and the AAUP.
- 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 Programs and Services Committee. Promotion and tenure evaluations and recommendations are made at the following levels:
- Department
 - College/Graduate Dean

- Provost and Vice President for Academic Affairs
- President

13.10.1 The Board of Trustees, through the Programs and Services 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 a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Department Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

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 1st, 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 (when the candidate is a member of the graduate faculty), 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. The membership of the Committee considering a particular candidate's case shall be made known to the candidate.
- 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 (when the candidate is a member of the graduate faculty), 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, or the College Dean receives new information that directly 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. Unless a review is requested (Article 13.21), no new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

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 Programs and Services 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 Programs and Services 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 Dean 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 When the candidate is a member of the graduate faculty, 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 (when the candidate is a member of the graduate faculty), 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. No new information will be accepted after the College Dean transmits the Promotion and Tenure Statement 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 (when the candidate is a member of the graduate faculty), 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, the Graduate Dean (when the candidate is a member of the graduate faculty), 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); notice by December 15
- equal to or greater than two (2) years; notice twelve (12) 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.)

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 and Suspension Without Pay

14.2.1 A bargaining unit member shall not be subject to dismissal or suspension without pay except for just cause. 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. 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 without pay or terminated from employment prior to a full and final resolution under the process provided in this Article, including a grievance filed in accordance with Article 14.2.5, of any charge of just cause for dismissal or suspension without pay. The President of the University, however, may suspend a faculty member with pay if he or she 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 (12) months after receiving formal notice of the University's intent not to renew the appointment.

14.2.4 In a dismissal or suspension without pay 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 resolved by mutual agreement, dismissed, or referred to Professional Standards Committee.
- 14.2.4.2 Professional Standards Committee of the Faculty Senate 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 (20) days of the date on which the matter was referred to the Committee.
- 14.2.5 If the President of the University decides that dismissal or suspension without pay is warranted after either the above procedure has been followed, or the time limit specified in Article 14.2.4.2 has passed without a recommendation from the Professional Standards Committee, s/he shall notify the faculty member in question and the Association in writing of the intent to dismiss or suspend without pay. 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 or suspend without pay is received. The burden of proof in a grievance involving a dismissal or suspension without pay 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 Senate Agenda Committee of the initiation of a program review in which programmatic displacement of bargaining unit 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 Senate Agenda Committee within two (2) weeks of notification of long-range programmatic changes that may displace bargaining unit 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) bargaining unit faculty elected from the college or school involved, and three (3) other bargaining unit faculty members 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 executive committee (or the equivalent) of the college or school involved and will discuss fully the Review Committee's findings with the Faculty Senate Agenda Committee and other appropriate individuals and groups.
- 14.4.3 When the President has decided upon programmatic changes that displace bargaining unit faculty, s/he shall meet with the Association and Faculty Senate Agenda Committee 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 bargaining unit 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 one hundred and twenty (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 one hundred and twenty (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 Provost and Vice President for Academic Affairs 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 Provost and Vice President for Academic Affairs to all department Chairpersons.

15.4 Scholarship

15.4.1 The office of the Provost and Vice President for Academic Affairs shall continue to fund, and the Faculty Development Committee shall continue to administer, the Faculty Development Program and the Faculty Scholars Program. The combined funding for these programs shall be increased by 5 % for FY10.

Article 16

SALARY

16.1 Promotions

16.1.1 For promotions effective during FY10, a pay increase will be granted as follows:

Instructor to Assistant Professor	\$3,300
Assistant to Associate Professor	\$4,300
Associate to Professor	\$5,300

16.2 Other Continuing Base Salary Increases

16.2.1 For FY10, an across-the-board continuing salary increase of 2.0 % will be granted to each bargaining unit member, unless otherwise exempted by 16.2.2, such increase to be effective January 1, 2010 for fiscal year faculty and January 7, 2010 for academic year faculty and after FY10 promotions have been granted. After the increases, no full time unit member at the rank of Assistant Professor shall be paid less than \$59,410, no full time unit member at the rank of Associate Professor shall be paid less than \$69,460, and no full time unit member at the rank of Full Professor shall be paid less than \$87,320.

16.2.2 Specifically exempt from receipt of the continuing base salary increase delineated in 12.6.1 are:

- Those not on an active pay status as of 9/1/10 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 6/30/09

Retirees and the estate of deceased faculty will receive a pro-rated portion of the salary increase consistent with their service during the contract period.

16.2.3 Merit/Equity Salary Pool

For purposes of this article, for FY10, eligible bargaining-unit members are those not exempt by 16.2.2, and a department's salary base is defined as the total of the salaries for filled positions as of December 31, 2009 of the department's bargaining-unit members who are not exempt by 16.2.2.

For FY10, a merit/equity salary pool shall be established for each department in an amount equal to 0.5% of the department's salary base, and the merit/equity salary pool shall be distributed in its entirety as continuing salary increases to the department's eligible bargaining-unit members. Each department will recommend to the Dean, no later

than September 30, 2010, the amount of the merit and/or equity increase to be awarded to each department faculty member. If the Dean disagrees, and further negotiation between the department and the Dean does not result in agreement within two weeks, the pool will be distributed across the board.

16.3 Extraordinary Salary Increases

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 amount 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 of an extraordinary nature. The AAUP shall be notified in writing of the amount 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 amount of such stipends shall be determined by the Dean.

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 faculty member in that department at the same or higher rank at the time the new faculty member commences his /her employment, then prior to making the offer, the Dean will meet with the department Chair and department tenure-track faculty to discuss the proposed salary offer and reasons therefore.

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 7/1/09. This includes policy governing eligibility for, and contribution levels to, benefits. See USY V.A.2.5 and USY V.A.4.1.

17.2 Medical Benefits

17.2.1 Eligibility: See USY V.A.4.1 for effective date of benefits coverage, except that:

- If newly appointed faculty members currently do not have medical coverage for themselves or their spouse (including civil union partners and domestic partners as recognized by USNH policy) or dependents and is not eligible to continue medical benefits under COBRA and/or are not otherwise eligible to receive medical benefits from an employer sponsored medical plan as an employee, spouse, partner per above or dependent, they may complete a "Request for Waiver of Policy" to become eligible for coverage on either of the following dates: (a) effective on the date of appointment if enrollment form is completed and received by UNH-Human Resources within the first 30 days of employment; or (b) effective on the date the enrollment form is completed and received by UNH Human Resources if the form is received between the 31st and 60th date of employment.

The signed "Request for Waiver of Policy" must be submitted to UNH-Human Resources sixty (60) days prior to the date of appointment.

- 17.2.2 Effective 1/1/09, this agreement shall provide medical benefits at a rate of employer and employee contribution as indicated below. This rate of contribution is applied to the cost of each plan (the annual total premium).

<u>Plan Name</u>	<u>Employee Contribution by Coverage (percentage of total)</u>		
	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
Option A (Indemnity 1250/ 2500 deductible)	5%*	6%*	7%*
Option B (Point-of-Service)	14%	19%	21%
HMO	8%	12%	16%

*The employee percentage contribution is applied to the total annual premium minus the deductible.

- 17.2.3 The Option A Indemnity plan of medical coverage shall continue the same coverage as that effective on January 1, 2009. No changes shall be made to the coverage description except by written agreement of the parties. In addition, for calendar year 2010 the percentage increase in the cost used in Article 17.2.2 to calculate the employee contribution for Option A shall not be greater than the average of the percentage increase in the cost used in Article 17.2.2 to calculate the employee contribution for Option B and for the other HMO option.
- 17.2.4 The HMO, POS, PPO plans of medical coverage shall continue the same coverage as that effective on January 1, 2009.
- 17.2.5 All medical plan options other than Option A, including any new options, offered by USNH are subject to vendor-initiated changes in coverage and cost. Where a vendor offers USNH a choice of medical coverage options, that choice shall be subject to negotiation between the AAUP and USNH. If no agreement is reached within thirty (30) days of the first written notification to the Association, that choice which provides medical coverage closest to the existing coverage as determined by AAUP shall be chosen regardless of the impact on the cost and resulting employee and employer contribution.

17.3 Retirement

- 17.3.1 Effective July 1, 2003. The University System shall provide retirement options as described in USNH Benefit policy, with the following exceptions:

Initial Contribution Level. For the first full year of active participation in the USNH Retirement Plan, if an Employee contributes 6%, the Employer (USNH) contribution will be 6% plus 1% for ARC. The first pay period of the month after the first full year of active participation in the USNH Retirement Plan, the Employer (USNH) contribution will be increased to 10%, plus 1% for ARC.

Standard Contribution. The standard contribution level provides for the University System to contribute 10% (plus ARC) and the faculty/staff member to contribute 6%.

Alternate Contribution Level. The alternate contribution level provides for the University System to contribute 6% (plus ARC) and the faculty/staff member to contribute 2.5%.

17.3.2 A faculty member may make an additional individual contribution to the regular retirement program or to an SRA for any USNH authorized program.

17.3.3 Transition to Retirement A tenured faculty 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
- not be participating in a USNH early retirement program
- not be on long-term disability or worker's compensation

The faculty member must reduce employment to part-time (not to exceed 50 percent time). The faculty member's salary base will be pro-rated based on the percent time of employment. Participating faculty will be eligible to continue their USNH group medical and dental coverage at the same contribution rate as a full-time faculty member until full retirement. However, long-term disability, life insurance, and contributions to the USNH retirement plan will be based on the pro-rated salary. The University will continue its contribution to medical and dental benefits coverage for up to three years beginning on the effective date of part-time employment.

At the time of retirement, the faculty member will become eligible for retiree medical benefits, if previously elected. Medical coverage will continue for retirees age 62 through 65 see Article 17.6.5.

The department chairperson, subject to the approval of the appropriate dean, shall make the faculty member's workload assignments based on the part-time appointment. The faculty member will not be permitted to work for the USNH in a status position more than three (3) years after the effective date of part-time status. During this period of service, the individual agrees that he/she cannot increase the percent time worked. After completion of part-time service, the individual agrees to fully retire. The faculty member may collect his/her retirement income (TIAA/CREF, Fidelity) while continuing to be employed in the part-time status position.

17.3.4 Faculty 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.

17.4 Leaves of Absence with Pay

17.4.1 Interim Disability 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, resign or retire.

17.4.2 Parental Leave for Birth or Adoption of a Child

- a. A faculty member who becomes a mother or father through birth or adoption will be eligible for a maximum of twelve (12) weeks of paid leave of absence starting with the arrival of the child.

- b. The faculty member shall inform his/her supervisor in writing, as early as possible, of the intent to use parental leave.
- c. Parental leave will replace post-natal pregnancy-related disability leave (USY V.14.6). Pre-natal pregnancy-related disability leave is available only under the policies outlined in USY V.14.6.
- d. When both parents work for the University of New Hampshire, the maximum combined leave they may take is 12 weeks.
- e. If the faculty member decides to return to work prior to the end of 12 weeks, s/he shall provide written notice at least 14 days prior to the return date.
- f. If the faculty member accrues vacation/sick leave, the period of parental leave shall first include the use of accumulated sick leave.
- g. Paid leave taken under this provision shall run concurrently with any leave granted under the Family and Medical Leave Act of 1993.

17.5 Parking

- 17.5.1 Effective July 1, 2004 the parking fee for bargaining unit members will be no higher than \$50. Further, as of July 1, 2004, the cost of parking permits for bargaining unit members will be treated by the University as a pre-tax voluntary deduction from faculty/staff paychecks unless an employee elects otherwise. See also the Memorandum of Understanding contained in the Appendix of this agreement.
- 17.5.2 Whenever possible, and in as much advance as is feasible, the administration will provide to AAUP prospective notice of the closing of all or any part of any University parking lots. The administration also shall, on a quarterly basis, provide notice to AAUP of the parking lots, or sections of lots, that were closed during the prior year.

17.6 Retiree Medical Options

- 17.6.1 Faculty hired on or before 6/30/95 had a one-time choice among three options described in the 95-98 AAUP/UNH contract. Those choices made at the time of the 95-98 contract are still in effect.
- 17.6.2 Faculty hired after 6/30/95 and those who chose "ARC" as part of the 6/30/95 options shall continue to be eligible for ARC as described in Article 17.6.3.
- 17.6.3 "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.
- 17.6.4 The USNH Medicare Complementary Plan is the plan in existence as of January 1, 2003. Specifically, the plan is described in USNH policy section USY V.A.7.4.3. (see Appendix of this contract), and in the 1994 USNH pamphlet "Medicare Complementary Plan", amended by the "Medicare Complementary Plan Summary of Benefits Chart for 2003".

17.6.5 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 same medical plan as he/she had enrolled in prior to retirement until he/she is eligible for Medicare coverage the first of the month of the retiree's 65th birthday. Faculty members with the USNH Medicare complementary plan will pay the same rate as active faculty to continue coverage beginning July 1, 2003. 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 Complementary Plan.

17.7 Tuition

Effective July 1, 2002, the University System shall provide tuition waiver benefits as described in USNH Benefit policy, with the following exceptions:

17.7.1 The Dean of a College may authorize, on a case-by-case basis, in the written offer letter that a faculty and his/her dependent will be eligible for a tuition waiver in the first year of employment.

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.

17.7.3 Tuition Benefits for Dependents of Retired Faculty

Spouses and dependent children of faculty who retire from UNH between 7/1/06 and 6/30/12 will be eligible for a scholarship from UNH equal to one-half the current in-state tuition rate for any of the regular credit courses offered by the University.

17.7.3.1 For the purposes of this benefit, children are considered dependent if, at the time of class registration, they are unmarried, have not reached the age of 24, and are dependent on the faculty retiree for more than half of their financial support.

17.7.3.2 For the purposes of this benefit, a spouse is any person who is legally defined as a "spouse" or "civil union partner" by the State of New Hampshire and/or is qualified as a legally-recognized spouse under UNSH policy.

17.7.3.3 UNH will administer this benefit consistent with the USNH tuition waiver policy for the spouses and dependent children of active faculty/staff (see USY V.A.9).

17.7.4 Retired Faculty Tuition Benefits: UNH policy effective 7/1/06 provides that New Hampshire residents who are age 65 and older and are not enrolled in a degree program are eligible to take a maximum of two credit-bearing courses per academic year tuition-free. This same benefit is hereby extended to all AAUP faculty who meet the definition of retiree in Appendix A, section 9.2 of this agreement ("Retirement from USNH"). For the purpose of determining eligibility, faculty who participate in an early retirement/SIP program are also eligible for this benefit regardless of their age at time of departure.

17.8 Committee Representation

A Benefits committee of three representatives from USNH and three from AAUP shall meet at least quarterly for the life of this contract to discuss potential future changes in benefits. In addition, the committee will meet at the request of either party.

17.9 Long-Term Care Insurance

The University agrees to provide an option for faculty to purchase long-term care insurance through an outside vendor via payroll deductions, provided such insurance is generally available with commercially reasonable scope, terms, and conditions. Any costs associated with the insurance will be paid by the faculty member. This plan, if available, shall be provided for faculty no later than 1/1/09. The scope, terms and conditions of the coverage, including the costs, are subject to change based on the selection of a vendor to provide the coverage, which selection shall be within the University's sole discretion.

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 basis. Beginning with the 2009 summer session, the rates of compensation for a 3-credit or 4-credit course shall be as follows:

	Summer 2009	Summer 2010
Professor	\$7,850	\$8,000
Associate Professor	\$6,590	\$6,680
Assistant Professor	\$5,900	\$5,970
Instructor	\$5,160	\$5,260

Effective Summer 2009, faculty teaching independent study courses shall be compensated at the rate of \$135 per credit; faculty teaching Applied Music courses shall be compensated at the rate of \$175 per credit.

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 Provost and Vice President for Academic Affairs or Dean.

Article 19

DEDUCTION OF DUES AND AGENCY FEES

19.1 As of September 1, 2004, bargaining-unit members shall be required, as a condition of employment, 1) to become members of the Association or 2) to tender to the Association a prescribed agency fee equal to an AAUP-UNH-determined percentage of local and national AAUP dues, or 3) to obtain Conscientious Objector status and contribute an Alternate Fee equivalent to full local and national AAUP dues to an AAUP-UNH managed fund for one or more of three purposes: scholarships for UNH students, UNH faculty development, or the advancement of academic freedom. The amounts allocated or expended for any of these purposes shall be at the discretion of the AAUP-UNH Executive Committee.

- 19.2 Association membership, or status as an agency-fee payer, shall be established by filing a signed continuing payroll deduction authorization with the University. No later than September 1, 2004, the Association will mail such authorization forms to bargaining-unit members continuing from the previous year. Such authorization forms shall be provided by the Association through the University to new hires, for FY 2006 and for succeeding years, at the time an offer of appointment is tendered.
- 19.3 Signed continuing payroll deduction authorization forms shall be sent by the bargaining-unit members to the Association for transmission to the University. Such authorization forms must be received by the Association no later than October 1, 2004, and forms signed by new hires in succeeding years must be received by the Association on or before October 1 of the first full year of their employment.
- 19.4 Conscientious Objector Status
- 19.4.1 If a bargaining-unit member is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, or the bargaining-unit member can document a history of recognized conscientious objection in other similar situations based on strongly held personal convictions, he/she may file an application for Conscientious Objector status with the Association. Such application must be accompanied by appropriate documentation and a signed continuing payroll deduction authorization form, and must be received by the Association on or before the dates specified in 19.3.
- 19.4.2 Within thirty days of receipt of an application for Conscientious Objector status, the AAUP-UNH Executive Committee will review the merits of the application and notify the applicant of the Executive Committee's acceptance or rejection of the application. If Conscientious Objector status is not granted, the applicant may appeal the Executive Committee's decision through the Association's internal agency fee appeals process, which provides for final and binding arbitration through the American Arbitration Association.
- 19.5 Change of Status
- Bargaining-unit members wishing to change their status as an Association member, Agency Fee payer, or Conscientious Objector may do so in September of each year. The change to Association member or Agency Fee payer is accomplished by requesting a new continuing payroll deduction form from the Association and returning the signed form to the Association on or before the dates specified in 19.3. If a bargaining-unit member wishes to change to Conscientious Objector status, he/she must apply in accordance with 19.4.
- 19.6 If a bargaining-unit member who is required to do so fails to tender a duly executed continuing payroll deduction authorization by the deadlines specified in 19.3, the Association shall notify the bargaining-unit member by certified or express mail that he/she is delinquent in not tendering the required authorization. The bargaining unit member shall have thirty days to correct the delinquency by tendering to the Association a lump sum payment equal to the Association dues or Agency Fee and a duly executed authorization for Association dues or Agency Fee to take effect the following year.
- 19.7 If a bargaining-unit member who is required to do so fails to correct the delinquency within the thirty days specified in 19.6, the Association will notify the University, including appropriate documentation demonstrating that the bargaining-unit member was duly notified and has failed to correct the delinquency. Upon request of the Association, the University shall suspend the bargaining-unit member without gross pay for one (1) pay period during the next one (1) available

pay period when classes are not in session. For purposes of this article, pay period shall be defined as 2/39 of an academic year salary or 2/52 of a fiscal year salary.

- 19.8 The suspension without gross pay of a bargaining-unit member pursuant to 19.7 shall not be subject to any provision of this Agreement deemed inconsistent therewith. Grievances arising out of this Article shall be limited to whether or not the bargaining-unit member paid the required membership dues or Agency Fee and/or submitted a duly executed continuing payroll deduction form. All other grievances shall be barred.
- 19.9 The University shall render to the Association an administrative fee in an amount equal to three-quarters (3/4) of the AAUP-UNH local and national dues for each bargaining-unit member who is suspended pursuant to 19.7. Payment shall be made within 30 days upon the conclusion of each suspension.
- 19.10 The Association shall indemnify and hold harmless the University, its agents, representatives, and employees against all claims, demands, or judgments, including reasonable costs of defense, which occur as a result of the University's compliance with this Article (19).

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, 2010 and shall be automatically renewed from year to year thereafter unless at least 120 days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY BOARD OF TRUSTEES AND
THE UNIVERSITY OF NEW HAMPSHIRE AAUP**

Memorandum of Understanding on Parking

Effective September 1997, the UNH Parking Lot B shall be limited to Faculty/Staff parking with the exception of the first line of parking next to McConnell and Babcock Halls. The parties expect that this will provide at least 150 additional Faculty/Staff parking spaces on the main campus

Effective July 1, 2004, all graduate assistants, including research and teaching assistants, will be considered as students, and not faculty/staff, in the issuance of permits for campus parking.

The AAUP leadership and UNH administration will continue to meet as needed between contract negotiations to discuss campus parking problems and potential solutions. The policy and practices in place since 2004 regarding lot closings will remain in effect unless revised by mutual agreement.

This memorandum of understanding shall not expire at the end of the term of the 2006-2009 contract, but shall continue to have the same force and effect of the contract, unless and until the memorandum is modified by agreement of the parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY BOARD OF TRUSTEES AND
THE UNIVERSITY OF NEW HAMPSHIRE AAUP**

1984 Faculty Handbook

UNH, USNH, and AAUP-UNH agree to work together to attempt to update the 1984 UNH Faculty Handbook.

As a general guideline, the parties agree to:

- 1) Identify and delete sections of the Faculty Handbook that are now superseded by the Collective Bargaining Agreement
- 2) Transfer appropriate sections of the Faculty Handbook, as is, to the Collective Bargaining Agreement
- 3) Negotiate changes to other sections of the Faculty Handbook in preparation for transferring them to the Collective Bargaining Agreement
- 4) Consider moving other sections of the Faculty Handbook to appropriate UNH policy sections of the USNH On-Line Policy Manual.
- 5) Update or eliminate any remaining sections of the Faculty Handbook

Changes affecting the Collective Bargaining Agreement will be reflected in the successor agreement.

APPENDIX A

Excerpted from USY V. A. Benefits & USY V. C. Employment Policies

USY V. A. Benefits

7. Retirement

7.2 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.

7.4.3 Medicare Supplemental Plan

7.4.3.1 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 USY V. C. 9.2, and prior to retirement be participating in a USNH medical program.

7.4.3.2 Spouse or domestic partner and/or dependent coverage. If the faculty/staff member is covering a spouse, domestic partner, and/or dependents under her/his medical plan, they will continue under that plan into the faculty/staff member's retirement free of employee contributions. Dependents may remain under the plan until they no longer meet the plan's eligibility requirements. A spouse or domestic partner may remain under the plan until reaching Medicare eligibility at age 65 at which point s/he converts to the Medicare Supplemental Plan.

7.4.3.2.1 In the event the retiree dies, the spouse or domestic partner may continue in the Medicare Supplemental Plan for the rest of her/his life or until remarriage or the establishment of a new USNH-defined domestic partnership.

7.4.3.2.2 If the faculty/staff member who chose the Medicare Supplemental Plan is over age 52 and has at least ten years of service and dies either while on active service or while on an approved early retirement plan, long-term disability, or chronic worker's compensation, her/his spouse or domestic partner is still eligible for the Medicare Supplemental Plan unless made ineligible by remarriage or the establishment of a new domestic partnership.

7.4.3.3 In the event a spouse or domestic partner of a retiree covered by the Medicare Supplemental Plan dies, the retiree is not permitted to add a new spouse or domestic partner to the plan.

7.5 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.

USY V. C. Employment

9.2 Retirement from USNH

9.2.1 Retiree Definition. There are three types of retiree status. For all three types the former faculty or staff member must have served in a status position for a period equal to 10 or more years of service at the time of retirement or departure from USNH active service status.

9.2.1.1 Retiree (ARC) – a faculty or staff member with the Additional Retirement Contribution Plan either by choice or by beginning employment within USNH on or after 7/1/94, and who has reached at least age 62.

9.2.1.2 Retiree (Benefits) – a former faculty or staff member hired prior to 7/1/94 who has reached at least age 62 and has 10 or more years of full-time service and at least 10 years of participation in a USNH sponsored retirement plan, and who chose the retiree medical coverage instead of the additional retirement contribution (ARC).

9.2.1.3 Retiree (Cooperative Extension) – a former faculty or staff member within Cooperative Extension who meets the requirements for retirement under the Civil Service Retirement System.

APPENDIX B

Article 13

PROMOTION & TENURE

- 13.1 In this Article, the word College is synonymous with The University Library.
- 13.2 Because of differences in academic organization, the University Library follows somewhat modified procedures from other Schools and Colleges, as detailed below.
- 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 University Library.
- 13.4 The areas reviewed for promotion/tenure are professional library activities, 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 of the University Library 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 of the University Library 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 of the University Library shall have the authority 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 (2) 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.
- 13.9 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 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. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability as defined in Article 17.4.1 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For (i) circumstances that are not covered by official interim disability but for which the University affords faculty with paid leave time (e.g. family illness or the birth or adoption of a child) or (ii) extraordinary professional circumstances beyond the faculty member's control, the University and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Faculty desiring to exclude one year must make a request to the Provost and Vice President for Academic Affairs within one year of the precipitating event, or by May 15th of the year preceding the original mandatory decision year, whichever comes first. The Provost and Vice President for Academic Affairs shall inform the faculty member, the AAUP, the dean, and the department chair of his/her response to the request and the reasons therefore. The approval of both the University and the AAUP is required if the year to be excluded coincides with the original mandatory decision year. Requests to exclude any years in excess of one (1) from the years counted toward tenure must be approved by both the University and the AAUP.
- 13.9.4 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 of the University Library 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 the Dean of the University Library 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 tenured Library faculty.

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

- Library Promotion and Tenure Committee
- Chair of the Library Faculty
- Associate University Librarian
- Dean of the University Library
- Provost and Vice President for Academic Affairs
- President

13.10.1 The Board of Trustees, through the Programs and Services 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 Dean of the University Library or Associate University Librarian, 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 a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Department Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

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.

Steps in the University Library Evaluation and Recommendation

13.13.1 The Library faculty shall establish a Promotion and Tenure Committee and appropriate procedures for that committee. Criteria for promotion and tenure must be approved by the Library faculty and the Dean of the University Library. The Chair shall be a non-voting member of the Library Promotion and Tenure Committee. The membership of the Committee considering a particular candidate's case shall be made known to the candidate.

- 13.13.2 Non-tenured faculty shall not serve on the Committee. In cases where there are fewer than three (3) tenured faculty who are qualified under University Library bylaws to make a particular recommendation, the tenured Library faculty may, in consultation with the Dean of the University Library, choose appropriate faculty from outside the University Library to serve on the Library 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 Chair shall undertake an independent evaluation only after inviting advice from faculty and others who are not included in the Library 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 the Library 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 Dean of the University Library initiate a consideration of the candidate's promotion and/or tenure.
- 13.13.7 Should the Dean of the University Library decide to consider a specific case, he/she will request the Library Promotion and Tenure Committee 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 The Library Promotion and Tenure Committee Statement
- 13.15.1 The Library Promotion and Tenure statement must include the Library Promotion and Tenure Committee's recommendation, the recommendation of the Chair, and a report of any relevant discussions between the Chair and faculty or others not on the Promotion and Tenure Committee, and the recommendation of the Associate University Librarian.
- 13.15.2 The recommendation(s) in the Statement must address the qualifications of the candidate in relation to the programmatic objectives of the University Library.
- 13.15.3 The numerical vote of the Committee must be reported.
- 13.15.4 All the bases for recommendations presented to the Dean of the University Library should be documented in the areas of professional library activity, teaching, scholarship (or comparable creative and/or professional activity), and service.
- 13.15.5 The Library Promotion and Tenure Committee Statement must be transmitted to the Dean of the University Library by December 1, unless a later date is agreed to with the Dean of the University Library. The Associate University Librarian shall inform the candidate and the Library faculty of the Committee's, the Chair's, and the Associate University Librarian's final recommendations. The notification shall be in writing.

13.16 Evaluation and Recommendation of the Dean of the University Library

13.16.1 The Promotion and Tenure Statement, including supporting documentation received from the Library Promotion and Tenure Committee, shall be reviewed independently by the Dean of the University Library.

13.16.2 If the initial judgment of the Dean of the University Library does not agree with the recommendation of the Library Promotion and Tenure Committee, the Dean of the University Library must meet personally with the Committee to discuss the case before submitting a recommendation.

13.16.3 The Dean of the University Library shall transmit the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs. The Statement shall include the recommendations of the Library Promotion and Tenure Committee, the Chair, the Associate University Librarian, and the Dean of the University Library. It shall include a numerical record of the vote of the Library Promotion and Tenure Committee. The Dean of the University Library shall inform the candidate, the Library Promotion and Tenure Committee, the Chair, and the Associate University Librarian of his/her recommendation in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation.

13.17 Documentation Relevant to a Promotion and/or Tenure Case

13.17.1 If the Library Promotion and Tenure Committee, the Chair, the Associate University Librarian, or the Dean of the University Library receives new information that directly 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. Unless a review is requested (Article 13.21), no new information will be accepted after the Dean of the University Library transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

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: Library Promotion and Tenure Committee, the Chair, the Associate University Librarian, and the Dean of the University Library. 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 the University Library of the recommendations for the candidates from the University Library. It shall be the responsibility of the Dean of the University Library to notify the Associate University Librarian, the Chair, the Library Promotion and Tenure Committee, 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 Programs and Services 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 Dean of the University Library, who shall notify the Associate University Librarian, the Chair, the Library Promotion and Tenure Committee, 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 Programs and Services 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 Dean of the University Library of his/her recommendations. At that time, and prior to evaluation and recommendation by the President, the Dean of the University Library 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 of the University Library 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 Library Promotion and Tenure Committee, by the Chair, by the Associate University Librarian, or by the Dean of the University Library, the request for review should be directed to the Dean of the University Library. The Dean of the University Library shall then designate an appropriate Review Panel, following procedures established by the Library faculty. 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 Dean of the University Library.

13.21.5 The recommendations of the Review Panel and the Dean of the University Library, as well as any new materials in the case, shall be submitted by the Dean of the University Library to the Provost and Vice President for Academic Affairs.

13.21.6 If the initial recommendations of the Library Promotion and Tenure Committee, the Chair, the Associate University Librarian, and the Dean of the University Library were all positive, the request for review should be directed to the President who may request additional consideration of the case by the University Library according to the above procedures.

13.21.7 After the President's review, the Provost and Vice President for Academic Affairs shall notify the candidate, the Chair, the Associate University Librarian, and the Dean of the University Library of the decision. The Chair shall notify the Library Promotion and Tenure Committee. There is no provision for further review.

13.21.8 It is the responsibility of the Dean of the University Library 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.

APPENDIX C

Article 13

PROMOTION & TENURE

- 13.1 In this Article, the word College is synonymous with School or Thompson School of Applied Science.
- 13.2 Because of differences in academic organization, the University Library, the Thompson School of Applied Science and UNH-Manchester follow somewhat modified procedures. Those procedures are described below for the Thompson School of Applied Science.
- 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 Thompson School of Applied Science, 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.

13.9 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. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability as defined in Article 17.4.1 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For (i) circumstances that are not covered by official interim disability but for which the University affords faculty with paid leave time (e.g. family illness or the birth or adoption of a child) or (ii) extraordinary professional circumstances beyond the faculty member's control, the University and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Faculty desiring to exclude one year must make a request to the Provost and Vice President for Academic Affairs within one year of the precipitating event, or by May 15th of the year preceding the original mandatory decision year, whichever comes first. The Provost and Vice President for Academic Affairs shall inform the faculty member, the AAUP, the dean, and the department chair of his/her response to the request and the reasons therefore. The approval of both the University and the AAUP is required if the year to be excluded coincides with the original mandatory decision year. Requests to exclude any years in excess of one (1) from the years counted toward tenure must be approved by both the University and the AAUP.
- 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 the Thompson School of Applied Science 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 Thompson School of Applied Science 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 Programs and Services Committee. Promotion and tenure evaluations and recommendations are made at the following levels:

- Thompson School of Applied Science (TSAS)
- TSAS Director
- College Dean
- Provost and Vice President for Academic Affairs
- President

13.10.1 The Board of Trustees, through the Programs and Services 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 TSAS Director 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 a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Department Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

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 TSAS Evaluations and Recommendations

13.13.1 The TSAS 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 TSAS Director shall not be a member of the Departmental Committee.

- 13.13.2 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 Thompson School of Applied Science faculty or appropriate faculty from outside the Thompson School of Applied Science 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 Thompson School of Applied Science 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 the Thompson School of Applied Science 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 TSAS Director 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 Thompson School of Applied Science Promotion and Tenure Committee's recommendation, the TSAS Director's recommendation, and a report of any relevant discussions of the TSAS Director 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 Thompson School of Applied Science Promotion and Tenure Statement must be transmitted to the Dean by December 1, unless a later date is agreed to with the Dean. The Chairperson shall inform the candidate and the Thompson School of Applied Science faculty of both the Thompson School of Applied Science Promotion and Tenure

Committee's and the TSAS Director'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 Thompson School of Applied Science, shall be reviewed independently by the Graduate Dean, when the candidate is a member of the graduate faculty, 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. The membership of the Committee considering a particular candidate's case shall be made known to the candidate.

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 Thompson School of Applied Science 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, when the candidate is a member of the graduate faculty, where appropriate, and the Dean, as well as those of the Thompson School of Applied Science Committee and TSAS Director. 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 TSAS Director 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 Thompson School of Applied Science Promotion and Tenure Committee.

13.17 Documentation Relevant to a Promotion and/or Tenure Case

13.17.1 If a TSAS Director, Thompson School of Applied Science Committee, College Committee, Graduate Dean, or the College Dean receives new information that directly 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. Unless a review is requested (Article 13.21), no new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

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: Thompson School of Applied Science Promotion and Tenure Committee, TSAS Director, 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 TSAS Director 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 Programs and Services 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 TSAS Director 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 Programs and Services 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 When the candidate is a member of the graduate faculty, 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, when the candidate is a member of the graduate faculty, 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. No new information will be accepted after the College Dean transmits the Promotion and Tenure Statement 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, when the candidate is a member of the graduate faculty, 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 TSAS Director, the Graduate Dean, when the candidate is a member of the graduate faculty, 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.

APPENDIX D

Article 13

PROMOTION & TENURE

- 13.1 In this Article, the word College is synonymous with UNH-Manchester.
- 13.2 Because of differences in academic organization, UNH-Manchester follows somewhat modified procedures. Those procedures are described below.
- 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.
- 13.9 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. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability as defined in Article 17.4.1 of this Agreement, or any period of time during which the faculty member is on leave without pay for non-professional reasons. For (i) circumstances that are not covered by official interim disability but for which the University affords faculty with paid leave time (e.g. family illness or the birth or adoption of a child) or (ii) extraordinary professional circumstances beyond the faculty member's control, the University and the faculty member may agree to exclude one (1) year from the total full-time years that count toward tenure. Faculty desiring to exclude one year must make a request to the Provost and Vice President for Academic Affairs within one year of the precipitating event, or by May 15th of the year preceding the original mandatory decision year, whichever comes first. The Provost and Vice President for Academic Affairs shall inform the faculty member, the AAUP, the dean, and the department chair of his/her response to the request and the reasons therefore. The approval of both the University and the AAUP is required if the year to be excluded coincides with the original mandatory decision year. Requests to exclude any years in excess of one (1) from the years counted toward tenure must be approved by both the University and the AAUP.
- 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 s/he 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 College.

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

- College P & T Committee
- College/Graduate Dean
- Provost and Vice President for Academic Affairs
- President

13.10.1 The Board of Trustees, through the Programs and Services 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 Associate Dean 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 a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three members of the faculty and the Department Chair will choose one of them. This summary must include the names of individuals whose evaluations are in the file. Candidates (and only candidates) shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes a part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become a part of the promotion and tenure file.

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 College Evaluations and Recommendations

13.13.1 The College faculty shall elect a Promotion and Tenure Committee (hereafter referred to as Committee) and establish appropriate procedures for that department. Guidelines and procedures for establishing the Committee, including its size and make-up, and its procedures must be approved by the College Dean.

13.13.2 Non-tenured faculty shall not serve on the Committee. In cases where there are fewer than three (3) tenured faculty who are qualified under the College guidelines to make a particular recommendation, the Committee may, in consultation with the Dean, choose other faculty or appropriate faculty from outside the College to serve on the 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 College Dean shall undertake an independent evaluation only after inviting advice from faculty who are not included in the 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 the College'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 Dean initiate a consideration of the candidate's promotion and/or tenure.
- 13.13.7 Should the Dean decide to consider a specific case, s/he will 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 The College Promotion and Tenure Statement
 - 13.15.1 The Promotion and Tenure Committee statement must include its recommendation, and a report of any relevant discussions the Committee had 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 College.
 - 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 Committee Promotion and Tenure Statement must be transmitted to the Dean by December 1, unless a later date is agreed to with the Dean. The Dean shall inform the candidate of the Committee'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 Committee, shall be reviewed independently by the Graduate Dean, where appropriate, and the College Dean.
 - 13.16.2 If the College Dean's or the Graduate Dean's initial judgment does not agree with the recommendation of the College Committee, the College or the Graduate Dean must meet personally with the Committee to discuss the case before submitting a recommendation.
 - 13.16.3 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. 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 Committee of these recommendations in writing. In those cases in which a negative recommendation is made, the statement shall provide the reasons for that recommendation.

13.17 Documentation Relevant to a Promotion and/or Tenure Case

13.17.1 If the College Committee, Graduate Dean, or the College Dean receives new information that directly 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. Unless a review is requested (Article 13.21), no new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

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: 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 the Committee 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 recommendation 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 Programs and Services 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 College Committee 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 Programs and Services 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 Dean 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. No new information will be accepted after the College Dean transmits the Promotion and Tenure Statement to the Provost and Executive Vice President.
- 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, College Committee, and College Dean of the decision. There is no provision for further review.
- 13.21.9 It is the responsibility of the College 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.

IN WITNESS THEREOF, the Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives in June, 2010, and the Association likewise has caused this instrument to be signed and sealed by its duly authorized representatives in June, 2010.

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

University System of New Hampshire

By

Deanna Wood
Associate Professor, Library
President, AAUP-UNH

By

Ed Dupont
Chair, Board of Trustees
University System of New Hampshire

By

Dale Barkey
Professor of Chemical Engineering
Chief Negotiator, AAUP-UNH

By

Ed MacKay
Chancellor
University System of New Hampshire

By

L. Chris Balling
Professor of Physics
AAUP-UNH Bargaining Team

By

Mark Huddleston
President
University of New Hampshire

By

Curtis Givan
Professor of Plant Biology
AAUP-UNH Bargaining Team

By

John Aber
Provost & Vice President for Academic Affairs
University of New Hampshire

By

Candace Corvey
Chief Negotiator/Consultant

Barbara Arrington
Dean of Health & Human Services
University of New Hampshire

Richard Cannon
Vice President of Finance and Administration
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George Epstein
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Andrea Johnstone
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