

Plymouth State University Non-Tenure Track
COLLECTIVE BARGAINING AGREEMENT

University System of New Hampshire Board of Trustees
Plymouth State University
&
State Employees Association, SEIU, Local 1984

June 24, 2023 to June 30, 2026

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PREAMBLE

This Agreement among the University System of New Hampshire, Plymouth State University, and the State Employees' Association has the intent and purpose of:

1. defining the rights and obligations of the Administration and full-time Non-tenure track Faculty;
2. providing for protocols and policies that foster harmonious and constructive employment relations between the Administration and the Association;
3. affirming the participation of Faculty and the Administration in continuing efforts to improve the University's quality, efficiency, and delivery of the mission of the University;
4. assuring fair and reasonable conditions of employment and dispute resolution procedures within the confines of Federal and State law and regulations.

Article 1

RECOGNITION

1. In accordance with PELRB certification in Case Number E-0249-1, Decision No: 2020-222 dated September 22, 2020, the University System of New Hampshire Board of Trustees recognizes the State Employees' Association of New Hampshire Inc., SEIU Local 1984, hereinafter referred to in this Agreement as the "Association" or "SEA," as the exclusive representative for purposes of collective negotiations and settlement of grievances of the following unit:

1.1. UNIT: Non-tenure track full time faculty employed at Plymouth State University.

Article 2

ACADEMIC FREEDOM

2 Academic Freedom

- 2.1 Bargaining Unit Members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

- 2.2 Regardless of the particular mode of teaching, Bargaining Unit Members are entitled to full academic freedom in discussing their subject area. They should be careful not to introduce into their teaching matters they feel have no relation to their subjects.
- 2.3 Bargaining Unit Members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they shall be free of institutional censorship or discipline, and shall make reasonable efforts to indicate that they do not speak for the institution.
- 2.4 Bargaining Unit Members have the right to comment as faculty on matters related to their professional duties and the functioning of the University, mindful of the parties' shared expectation that all members of the campus community will engage each other with courtesy and mutual respect.

Article 3

CONSULTATION

- 3.1 The Parties agree that fostering open communication about workplace matters relating to the employment relationship is desirable. The employer shall establish and maintain institutional mechanisms and procedures that include consultation with non-tenure track full-time faculty.
- 3.2 A request for consultation may be submitted by either Party in writing, stating the reason for the meeting or topic for consultation. Consultation requests by the Association shall be made to either the Provost or the President. Consultation requests by the Employer shall be made to the President of the Association. Agendas shall be agreed upon within seven (7) calendar days of such meetings. Such meetings shall not be for the purpose of negotiations nor for the resolution of grievances.

Article 4

ASSOCIATION RIGHTS

- 4.1 Union representatives shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.
 - 4.1.1 Upon reasonable notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access services, catering and equipment associated with the use of facilities as a recognized faculty group.

The Union will pay all customary fees and charges for its use of the facilities, services and equipment. The University will apply fees and rates charges to university entities for the Union's use of such rooms and services. Facilities, services and equipment will be reserved in the name of PSU-NTT and not in the name of bargaining unit members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services and catering. For the purpose of carrying out its official business, the Union may use, at its own cost where applicable, the following University services and equipment: faculty mailboxes and intra-campus mail; on-campus mail; local and toll telephone services; copying services; and United State Postal Service mail, except for certified mail. The Union may communicate with its bargaining unit members by group email to their individual university email addresses or through University electronic web-based services.

4.1.2 The University shall not unreasonably deny Union requests for suitable meetings space in University-owned or controlled buildings for meetings with the unit members covered by this Agreement. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

4.2 Non-tenure track faculty shall be provided with an e-mail address on a University server to communicate with students, administrators, and other faculty. The use of such email by a Non-tenure track faculty for Union business shall be limited to notices and communications regarding this bargaining unit and Agreement. Any such communications shall be so designated as official Union business. All Non-tenure track faculty agree to comply with any University or USNH computer use policies and procedures.

4.2.1 A Non-tenure track faculty shall have access to their Plymouth State University electronic mail for 90 days following the end of their last appointment.

Prior to the expiration of the 90 days, the Non-tenure track faculty may choose to provide their Program Coordinator or Designated Personnel Evaluator with a personal electronic mail address for purposes of future contact. The University will make this electronic address readily available to colleagues and students.

4.3 The University shall provide the Union with a listing of all bargaining unit members no later than October 1 for the Fall semester and no later than March 1 for the Spring semester. This list shall include:

- a. The name and home address
- b. PSU email
- c. Employee's personal phone numbers (if known)

- d. Employee's personal email address (if known)
- e. Mail Stop Code
- f. Salary
- g. Employee's academic unit and discipline (or equivalent)
- h. Employee's date of employment
- i. Employee's appointment duration (9 month or 12 month)
- j. Employee's faculty rank and title
- k. FTE

- 4.4 If a unit member is elected or appointed to the position of President with the State Employees Association, SEIU Local 1984, they shall be granted up to a two-year leave of absence with pay beginning two weeks after written notice by the Union to the President and Director of Human Resources. During such leave with pay, the President of the Union shall receive the pay they received in the previous academic year, provided that the Union will reimburse the University for the full cost of such salary and shall indemnify the University against any and all liabilities associated with the leaves of absence, including but not limited to workers' compensation.
- 4.5 When a Non-tenure track faculty is elected or appointed to the position of director and/or officer of the Board of Directors for the SEIU, Local 1984, they shall indicate any unavailability for classes in filling out their teaching availability form due to such election or appointment. If a meeting of the Board of Directors happens to conflict with a scheduled class or classes during the academic year, the Non-tenure track faculty shall make alternative arrangements either through online work or class coverage at no cost to the University. In all cases, the Non-tenure track faculty must notify their Program Coordinator or Designated Personnel Evaluator of the anticipated missed class and indicate what arrangements have been made to either cover or make up the class.
- 4.6 A Non-Tenure track faculty who also is designated as a Union steward may attend Union training meetings from time to time. If a training session(s) happens to conflict with a scheduled class or classes during the academic year, the Non-Tenure Track faculty shall make alternative arrangements either through online work or class coverage at no cost to the University. In all cases, the Non-tenure track faculty must notify their Program Coordinator or Designated Personnel Evaluator of the anticipated missed class and indicate what arrangements have been made to either cover or make up the class.
- 4.7 The Union shall provide the University with a list of all Union officers and stewards representing covered employees by September 1 of each year. Updated information pertaining to stewards' responsibilities and appointments shall be provided as applicable.

- 4.8 A Non-tenure track faculty shall be entitled to Union representation at an investigatory interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against them. The University shall endeavor to schedule such meetings at a time that does not conflict with the Union representative's teaching schedule.
- 4.9 The Union shall have the right to use space on existing bulletin boards in each department or unit where bargaining unit members are employed.
- 4.10 SEA officers/negotiators shall be entitled to receive one standard course release per semester to be distributed by the SEA to its officers and/or negotiators at its discretion. The SEA Chapter President, Vice President, and Lead Negotiator (when in collective bargaining) shall be entitled to said course release. For scheduling and planning purposes, the SEA will provide sufficient notice to the University as to who will be receiving any such course release.

Article 5

MANAGEMENT RIGHTS

5. MANAGEMENT RIGHTS

- 5.1. All the rights and responsibilities of the USNH Board of Trustees and Plymouth State University which have not been specifically provided for in this Agreement or limited by law shall be retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University, including the academic governance structure. Except as modified by the Agreement, such rights and responsibilities shall include, but shall not be limited to, the right of the administration:
- 5.1.1 Following collaboration with program faculty, the Curriculum Committee, and the General Education Committee, to determine the curriculum, programs and degrees to be offered.
 - 5.1.2 To determine the number, classification and type of academic staff to be hired and to determine whether or not to fill a faculty vacancy;
 - 5.1.3 To make final determinations on granting or denying promotion, and reappointments;
 - 5.1.4 To evaluate faculty performance;

- 5.1.5 To direct, assign and schedule work to faculty in collaboration with the supervisor;
 - 5.1.6 To collaborate with the faculty Steering Committee in determining the academic calendar periodically;
 - 5.1.7 To discipline faculty or terminate consistent with procedures outlined in Article 15, Just Cause, Discipline, Investigations, and Non-reappointments;
 - 5.1.8 To grant leaves;
 - 5.1.9 To take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University's operation;
 - 5.1.10 To determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted;
 - 5.1.11 To take such actions as may be necessary to carry out the mission of the University in case of emergencies;
 - 5.1.12 To develop, interpret, amend, and enforce written policies and procedures, including the Faculty Handbook, that do not conflict with specific provisions of this Agreement; and, where appropriate, consult with the faculty Principal Policy Making Committees and the Steering Committees in such efforts.
- 5.2 The parties agree that the exercise of any management right or function in a particular manner shall not preclude exercising the same in any other manner which does not expressly violate a specific provision of this Agreement.
- 5.3 The application of such management rights shall be subject to the provisions of the Grievance Article only to the extent it is alleged that such application has violated a specific provision of this Agreement.
- 5.4 Nothing in the Agreement shall be construed to limit the right of administrative personnel with faculty status to perform instructional duties.
- 5.5 The parties acknowledge that the University maintains a Faculty Handbook and that from time to time the Handbook may be amended. Except for amendments to the Handbook such as calendar changes, system policies, identification cards, orientation procedures, etc., the Administration will consult with faculty Principal Policy Making Committees and the Steering Committee, in conjunction with Article 21, Shared Governance, when amending the Handbook. In all cases of amendments to the

Handbook, both the Association and the Bargaining Unit Members will receive reasonable notice prior to such amendments taking effect.

Article 6

ASSOCIATION DUES

- 6.1 Membership in the Association is optional and shall be made at the discretion of each covered staff member within the bargaining unit.
- 6.2 PSU agrees to deduct, in equal installments, the regular annual membership dues of the Association from the pay of each full-time covered employee of the bargaining unit who indicates in writing that they wish such deductions to be made. The Association will provide PSU with the completed payroll deduction authorization form as authorized by the covered employee. Such payroll deductions shall be put into effect as soon as practicable.
- 6.3 The amount to be deducted shall be certified by the Association to PSU. Remittance to the Association shall be made in accordance with the established payroll procedures of PSU. When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the President, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.
- 6.4 Membership in the Association shall be continuous. Any change from dues paying membership shall be made by the covered employee in accordance with the employee's agreement with the Association. Requests to end membership must be made in writing during a fifteen day period commencing with the member's anniversary date of employment. The withdrawal shall be postmarked no later than the end of the fifteen (15) day period and may be emailed to admindepartment@seiu1984.org or may be mailed to the Association and shall be addressed to:

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

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

Article 7

GRIEVANCE & ARBITRATION PROCEDURES

7.1 The parties agree that the orderly process hereafter set forth shall be the method for resolving grievances and disputes arising with respect to the interpretation or application of any provision of this Agreement and deliberations regarding employee discipline shall be pursued in a confidential manner. It is the objective of the Parties to encourage and facilitate the prompt and equitable resolution of grievances and to attempt to do so at the lowest possible level. No member of the bargaining unit nor PSU shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.

7.2 General Provisions

7.2.1 A “grievance” is any dispute or difference concerning the interpretation, application, or alleged violation of the provisions of this Agreement.

7.2.2 A grievance shall be filed in writing within thirty (30) calendar days from the time the grievant knew or should have known of the alleged violation. A grievance is considered to be formally filed when it is submitted to Step One, or other appropriate Step, of this procedure.

7.2.2.1 Written Notices: A copy of all grievances, responses and filings for arbitration shall be forwarded to PSU Director of Human Resources and the Provost and the Association.

7.2.2.2 Resolution Limitations: If this grievance procedure would result in filing of a grievance to a fellow bargaining unit member, then the grievant should proceed by filing to the next lowest step in the grievance process where the recipient is not a bargaining unit employee. However, nothing in this article shall be construed in a way as to limit informal resolution of any potential grievance.

7.2.3 A grievance may be initiated by a covered employee or a group of covered employees of the bargaining unit, by the Association, or by PSU.

7.2.4 The Association shall have the right to file a grievance involving a management action which affects multiple Association members or the Association itself and is alleged to be a violation of the Agreement. A grievance initiated by the Association shall be filed directly with the Provost and shall be considered a Step II grievance.

- 7.2.5 A grievance initiated by PSU against the Association, or its members shall be served directly upon the President of the Association and shall be considered a Step III grievance.
- 7.2.6 Should PSU believe that a filing at an initial step would be inconsequential due to the recipient lacking the requisite authority to remedy the grievance, PSU may move the grievance to the next step where the recipient does have the authority to resolve the matter. In the case that there are multiple grievants or there is an Association grievance, the matter may be filed directly to Step II.
- 7.2.7 Failure of the Grievant at any step of this process 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.
- 7.2.8 Failure on the part of PSU to comply with the time limit requirements of this Article shall be moved to the next step in the process, unless the Parties have agreed to extend the time limit requirement.
- 7.2.9 The time limits prescribed in this Article may be extended by mutual agreement between the grievant and PSU. In the event that a time limit expires on a Saturday, Sunday, or holiday, such time limit shall be extended to the next regular business day.

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

The date of receipt of the email shall be the relevant date for the purposes of time limits under this Article. Hard copy submissions shall be accepted when email is impracticable or unavailable, and the date of delivery shall be the relevant date for purposes of time limits.

- 7.2.10 Grievant may withdraw their grievance at any point in this procedure.
- 7.2.11 A Steward may assist a grievant in processing a grievance, including any representational steps such as hearings, arbitrations, investigations, etc.. In so doing, the Steward shall be given the opportunity to discuss the matter with the grievant and such other employees who may have information bearing on the matter, prior to presenting the grievance. The SEA maintains the right to

determine if a staff person or other representative of the Association will be substituted in the place of or participate in addition to any Steward in this procedure.

- 7.2.12 Any resolution of a grievance shall not be inconsistent with the terms of the Agreement.
- 7.2.13 No grievance resolved through the informal process shall constitute a precedent for any purpose unless agreed to in writing by PSU and the Association.
- 7.2.15 For all grievance meetings, the Parties shall inform each other at least 24 hours in advance of the meeting (weekends do not count towards the 24 hours) as to those who will be participating in the meeting.
- 7.2.16 All materials used in the grievance/arbitration process, including audio/video recordings, exhibits, minutes and affidavits, shall be held in a sealed file in the PSU Human Resources Office. This file shall be separate from any individual's personnel files. The only people authorized to open the files are the grievant and appropriate administrators.

7.3 Grievance Procedure – Informal Stage

7.3.1 Step One – Grievant and Grievd

It is expected that a covered employee shall attempt to resolve the concern expeditiously by discussing the disputed matter in an informed and informal manner with the parties directly involved.

7.4 Grievance Procedure – Formal Stage

7.4.1 Step Two – Grievant and Provost

- a. If the problem is not resolved during the informal stage and the employee and/or the Association feels further review is justified, a formal written grievance may be submitted to the Provost. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint.
- b. The formal grievance shall be filed within thirty (30) calendar days from the time the Grievant knew or should have known of the alleged violation.

- c. The Provost shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of the grievance. Such meeting shall be scheduled within fourteen (14) calendar days from the date of filing of the Step Two grievance. Each Party shall notify the other of all expected attendees to said meeting.
- d. The Provost shall notify the grievant and/or their representative of the written decision within fourteen (14) calendar days after the meeting.
- e. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

7.4.2 Step Three – Grievant and President or Designee

- a. If, subsequent to the receipt of the Provost decision, the Grievant and/or the Association feels further review is justified, a formal written grievance may be submitted to the President and Chief Human Resources Officer, or their designee, within fourteen (14) calendar days (or thirty (30) days following when the grievant knew or should have known about the violation if being treated as the initial step) from the date of receipt of the written decision rendered in Step Two. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint and the decision(s) rendered through the grievance proceedings.
- b. The President or designee shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of the Step Three grievance. Such meeting shall be scheduled within fourteen (14) calendar days from the date of receipt of the Step Three grievance. Each Party shall notify the other of all expected attendees to said meeting.
- c. The President or designee shall notify the employee and/or their representative by written decision within fourteen (14) calendar days after the meeting.
- d. If the parties can resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by the Parties.

7.5 Arbitration Procedure

- 7.5.1 Any grievance arising out of the interpretation, application, or alleged violation of this Agreement which has not been satisfactorily adjusted under the grievance procedure may be submitted to the President for arbitration by the Association within thirty (30) calendar days of the receipt of the President's/designee's decision.
- 7.5.2 Arbitration shall be conducted by an external, qualified arbitrator, mutually agreed to by PSU and the Association. The parties shall agree on the person to be appointed arbitrator from a list of arbitrators provided by the New Hampshire Public Employees Labor Relations Board. The procedure for the selection of the arbitrator will be as follows:
- a. PSU and the Association shall communicate promptly to choose the arbitrator no later than twenty-one (21) calendar days from the date of the demand for arbitration. If a mutually agreed upon selection cannot be made within such twenty-one (21) day period, then either party may petition the Public Employees Labor Relations Board for the appointment of an arbitrator.
 - b. **Arbitrator's Powers:** The Arbitrator shall have no power to render a decision that will add to, subtract from, modify, or disregard any of the provisions of this Agreement. Their power shall be limited to interpretation or application of this Agreement. To the extent that a matter is properly before an arbitrator in accordance with this provision, the arbitrator's decision thereon shall be final and binding. However, both parties shall retain whatever rights they have under the law to challenge the decision of the arbitrator to the New Hampshire Public Employee Labor Relations Board in cases where the arbitrator has exceeded their authority.
 - c. The arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award, and to fashion the appropriate remedy. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the arbitrator shall first decide that issue and determine whether to hear the substance of the case. The arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability. 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.

d. **Cost of arbitration:** If there is any expense charged by the arbitrator it shall be borne equally by the Parties. Each party shall bear the expense of its witnesses and for preparing and presenting its own case.

7.5.3 PSU, the Association, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties.

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

Article 8

TERMS OF APPOINTMENT

8.2 Appointment Duration

All non-tenure track faculty appointments shall adhere to the following appointment term schedule:

a. First year appointment shall not be less than one (1) year.

Effective September 1, 2024, prospectively the following:

b. Following three consecutive one (1) year appointments, if reappointed, the reappointment shall be not less than two (2) years.

c. Following two (2) consecutive two (2) year appointments, if reappointed, the reappointment length of all subsequent reappointments shall be for not less than three (3) years.

d. Appointments may exceed three years upon mutual agreement of PSU and the non-tenure track faculty member.

e. Grandfather clause: Bargaining Unit Employees with the Operational Title of Senior Teaching Faculty as of June 30, 2023, shall start at their first of two (2) two (2) year appointments as listed in 8.2.3. listed above.

8.3 Reappointment Process and Timeline

The provost will provide a letter of reappointment or non-reappointment by March 15 during the last academic calendar year of the appointment term. All non-renewals shall conform to the provisions of Article 15.

Subsequent Reappointment(s) Longer than one year: the provost will provide a letter of reappointment or non-reappointment by November 1 during the last academic year of the appointment term. All non-renewals shall conform to the provisions of Article 16.

Article 9

WORKLOAD

9.1. Preamble

9.1.1 Workload for Bargaining-unit faculty combines elements of teaching, scholarship (where applicable), and service as defined in Article 9.4. Plans for Bargaining Unit Members' work are guided through the academic year by the annual work plan as indicated in Article 10: Evaluation and Promotion (Section 10.2.2.1), which sets reasonable work goals in each area. As a teaching university, faculty devote a preponderance of their time to teaching. Because teaching is the most visible and quantifiable (via credit hours) element of workload, the standard practical workload for Clinical Faculty is 70% teaching, 15% clinical responsibilities, and 15% service during the academic year. For clinical faculty these percentages may vary by mutual agreement of the Provost and employee. The standard practical workload for Assistant Professor of Practice, Associate Professor of Practice and Full Professor of Practice is 85% teaching and 15% during the academic year, and the standard practical workload for Research Faculty is 85% research and 15% service during the academic year. Standard practical workload for Library Faculty is 85% librarianship and 15% service during the academic year.

Standard practical workload does not include Winterim or Summer teaching unless the faculty is on a twelve month contract. A standard contract work week is defined as five (5) days per week, with the understanding that the location and number of hours worked may vary from week to week.

9.1.1.1 The amount of time devoted to each element is complex and dynamic and varies from week to week. Work distribution depends on the skills and professional interests of each faculty member and may look different for each bargaining unit faculty member.

9.1.1.2 Faculty members can be most effective if there is reasonable flexibility in determining the manner in which teaching, advising, scholarship (where applicable), and service responsibilities are allocated.

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

9.1.2.1 Meet the basic requirements in connection with their courses, such as holding classes and exams during the prescribed day and time, preparing appropriate learning activities and assessments, responding to students and colleagues in a timely manner, maintaining office hours, submitting grades by the agreed upon deadlines, and recording attendance in accordance with university policies established through collaboration with faculty governance.

9.1.2.2 Participate in campus meeting, events, ceremonies, recruitment activities such as department meetings, faculty meetings, committee work, commencement, university days, January Jamboree, open houses and orientations, etc.

9.1.2.2 Adhere to all university and USNH rules, regulations, and policies.

9.1.2.3 Make a good faith effort to attend training sessions for and use software and technology that supports university needs.

9.2. **The Work Plan**

9.2.1 The annual work plan process is designed to support faculty planning, growth, and assessment. Initial work plans shall be recommended by the supervisor/evaluator and subject to the approval of the provost or their designee.

9.2.2 Annually, each Bargaining Unit Faculty member develops a work plan in consultation with their supervisor/evaluator. This provides an opportunity for faculty to develop individual professional development plans that align with the needs of the program, Academic Unit, and/or cluster and the university mission as well as to identify resources that support accomplishing these goals. Bargaining Unit Members will determine the evidence that will be used to assess achievement of annual goals and will reflect on accomplishments and needed revisions on an annual basis.

9.3 Teaching

9.3.1. Nine-month non-tenure track faculty

9.3.1.1 A full-time nine-month Assistant, Associate and Full Professor of Practice's teaching load is normally defined as 30-32 credit hours per contract year. A full-time nine-month Clinical member's teaching load is normally defined as 20-21 credit hours per contract year. All credit hours will include any course/credit release.

9.3.1.2 Nine-month contract year responsibilities:

9.3.1.2.1 Nine-month faculty contracts begin one week before the start of the fall semester and end two weeks after Spring Commencement.

9.3.1.2.2 Between the end of the fall semester and the start of the spring semester, Bargaining Unit Members will not be required to teach. However, Bargaining Unit Members must respond to email within a reasonable amount of time and be generally available to participate in service including committee work. Bargaining Unit Members can teach courses during summer and/or Winterim on a voluntary basis and will be compensated for this work at the early spring/summer per student rate.

9.3.1.2.3 Bargaining Unit Members shall be compensated for PSU service needs scheduled by the administration outside of contract time (such as summer Orientation and Advising). This item does not limit the compensated summer work of Academic Unit/program coordinators. Any service needs that are requested of bargaining unit members that are outside of contract time shall be by mutual agreement of the employee and PSU.

9.3.2 Eighty-eight (88%) of 12-month non-tenure track faculty

Eighty-eight percent (88%) of a Clinical member's teaching load is normally defined as 21-22 credit hours per contract year. All credit hours will include any course/credit release.

9.3.3 **Twelve-month non-tenure track faculty**

9.3.3.1 A twelve-month Assistant, Associate and Full Professors of Practice workload is defined as 36 credits depending on whether they teach in a primarily three- or four-credit-based curriculum, respectively. A twelve-month Assistant, Associate and Full Clinical Professor's of Practice workload is defined as 27-28 credits. depending on whether they teach in a primarily three- or four-credit-based curriculum, respectively.

9.3.3.2 Library faculty, in the performance of their duties, shall work on a continuous year-round basis. The parties recognize that, as professional employees, the location and schedule-worked by full-time librarians needed to fulfill their assigned responsibilities may vary from week to week, provided such variation is consistent with the staffing needs of the library as determined by the discipline coordinator with the approval of the Provost.

With the approval of the discipline coordinator and Provost or their designee, qualified library faculty may be permitted to teach courses as long as they do not interfere with their normal duties. Such teaching is compensated on an overload basis. Should a librarian wish to teach in-load, prior approval shall be obtained.

9.3.4 First Semester Faculty- Faculty in their first semester shall be entitled to a course reduction equal to 3-4 credits.

9.3.5 **Teaching time and credit allocation**

9.3.5.1 No bargaining unit faculty shall be assigned more than 30 advisees (except for transitioning first-year advisees at the end of the Spring semester) unless mutually agreed upon between the bargaining unit faculty, the AU leader and the Provost or their designee.

9.3.5.2 The number of teaching credits counted for Bargaining Unit Members is, in part, a function of class size. Bargaining Unit Members will work in consultation with program/discipline coordinators to recommend to the Provost or their designee appropriate maximum class sizes for specific courses in their disciplines, based on each course's level, appropriate pedagogy, and disciplinary standards. The Provost reserves the right to make a final determination on maximum class size. To achieve time or

room efficiency, disciplines can offer combined sections of courses for corresponding credits based on previously determined caps on single courses, with the approval of the Provost or their designee.

9.3.5.3 Service

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

9.3.5.4 Course releases for Major Service Roles

The parties recognize there are some major service roles that require significant time sufficient to support release from some teaching obligations. Overload pay commensurate with the contracted service may be substituted for release time at the request of the faculty member in consultation with faculty, AU Leaders, and the Provost or their designee. A contract will be established detailing the duties associated with the position, specifying the amount of release, how it will be assessed, and the duration.

9.3.5.5 Major service roles are roles that require an extensive time commitment that goes beyond the typical 15% allotted in standard faculty workloads. Examples of Major Service Roles include but are not limited to:

- Faculty Speaker (one standard course release per semester)
- Chair of General Education Committee (one standard course release per year)
- Chair of Curriculum Committee (one standard course release per year)

9.3.5.6 Academic Unit/Program Coordinators with significant responsibilities as described in the Credit Release Calculator posted online. Future changes to the calculator must be negotiated

between the faculty and administration and may not be unilaterally amended by either Party.

- 9.3.5.7 Substantial off-campus service roles above a faculty member's on-campus service responsibilities may also qualify for release time, as determined in discussion with a Bargaining Unit Member's supervisor/evaluator and approval by the Provost or their designee.
- 9.3.5.8 Directing Artistic Production(s)- Faculty who are responsible for directing artistic productions such as plays, dance productions, musicals, etc. shall be entitled to one course (3-4 credit) release for each production for each semester in which they serve in said role.
- 9.3.5.9 Unless otherwise specified by accreditation standards, credit for supervision, and laboratories, will be allocated in the following manner:

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

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

1:30 – 1:59 = 1.5 cr

2:00 - 2:29 = 2 cr

2:30 - 2:59 = 2.5 cr

Each additional 30 minutes beyond 75 minutes = .5 CR. Labs over 3 hours are paid at .5 credits for each additional 30 minutes.

- a) Nursing clinicals will be assigned 1.5 teaching credits per academic credit.
- b) Nursing faculty supervising a clinical course shall be granted 2 credits (per course supervised) towards the course credit requirements per academic year.
- c) Fine Art, Performance Studios, music instrumental instruction, and non-major PE activities will be assigned one (1) teaching credit per 1.5 contact hours.

- d) Several Music and Theater specialty courses (ensembles, MT company, chorale etc.) will be compensated at 2.5 credits.
- e) Supervising full time/full semester student teaching for students placed in a school or childcare facility that involves three (3) or more observations and evaluations by supervisor will be assigned one (1) credit hour per student.
- f) Chairing dissertation committees will be compensated as the equivalent of one (1) individual enrollment credit per semester for a maximum of three semesters. Serving (not as Chair) on dissertation committees will be compensated \$500 per student once the dissertation is completed.

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

9.3.5.11 Supervising Independent Study is voluntary and will not be compensated.

9.3.5.12 Supervising undergraduate internships (excluding student teaching interns) will be compensated at \$500 per student. Supervising ten (10) or more undergraduate interns will be compensated at the full (3-4 credit) course rate and should be taught in-load.

9.3.6. **Overload**

9.3.6.1. With prior approval of the AU/program coordinator and Provost or their designee, Bargaining Unit Members may teach overloads and earn overload compensation. Faculty are limited to no more than 3-4 credits of overload per semester. Occasional special circumstances beyond the above must have prior approval of the Provost or designee.

9.3.6.2 Faculty teaching overload classes meeting the minimum enrollments established by the administration (measured at the completion of Add/Drop) will be compensated at the full rate. When teaching overload classes with fewer students than the minimum enrollments established by the administration (measured at the completion of Add/Drop), faculty will be compensated at the individual enrollment rate. While required

overload assignments will not be typical, the administration reserves the right to assign an overload in the interest of student needs. However, no Bargaining Unit Member can be assigned an overload course in consecutive semesters without their permission.

9.3.6.3 Faculty must gain advance approval from the Provost or designee to accept a teaching assignment at another institution or any other employment that significantly interferes with established responsibilities at Plymouth State.

9.3.6.4 In the case of an overload, individual faculty, in consultation with the supervisor/evaluator, can choose to receive either compensation or they can “bank” the credits towards future semesters. Credits may be banked to a maximum of 4 credits, beyond which they must be taken as release-time or paid out at the discretion of the Bargaining Unit Member.

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

Article 10

PROMOTION & EVALUATION

10.1 Definitions

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

10.2 Annual Evaluation

10.2.1 Annual Evaluation Forms:

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

The Association will be consulted 30 calendar days prior to any changes to any of the evaluation forms proposed by the administration and granted the opportunity to provide meaningful input within fourteen (14) calendar days. Additionally, the administration will provide a rationale for the proposed changes prior to implementation. Substantive changes will not go into effect until the following academic year.

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

The current forms are:

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

10.2.1 Annual Evaluation Process

10.2.1.1 Work Plan Development:

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

The work plan is designed to support faculty planning, development, and evaluation. In developing the work plan, faculty will articulate and prioritize goals for

teaching (including advising), scholarship (where applicable), Librarianship (where applicable), Clinical Responsibilities (where applicable) and service.

10.2.1.2 **Work Plan as Evaluation Tool:**

Annually, the Bargaining Unit Member will discuss progress towards established goals; areas for growth and development; contributions to the discipline, Academic Unit, cluster, and university initiatives.

10.2.1.3 The evaluator provides feedback on the Bargaining Unit Member's progress toward goals; contribution to the program/discipline, academic unit, cluster, and university; noting areas of strength and areas for growth.

The completed work plan serves as the primary tool for faculty evaluation. The summative evaluation at the end of the document should include an overall assessment of the Bargaining Unit Member's performance, taking into account basic duties (see Article 9, Workload), student course feedback, teaching observations and evaluations, and success in scholarship (where applicable), Librarianship (where applicable), Clinical Responsibilities (where applicable) and service by reviewing other data as applicable.

In the overall assessment the evaluator shall offer a review of basic duties, teaching, service, and scholarship (where applicable), Librarianship (where applicable), Clinical Responsibilities (where applicable) using the following criteria:

10.2.1.3.1 **UNSATISFACTORY:** Has not met minimum duties and expectations.

10.2.1.3.2 **SATISFACTORY:** Has performed at an acceptable level and has fulfilled their basic responsibilities for the year.

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

10.2.1.4 Completed work plan with the Bargaining Unit Member's comments and the evaluator's comments and assessment are forwarded by the evaluator to the Office of Academic Affairs for approval and recommendations.

10.2.3 **Work Plan Evaluation:**

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

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

The evaluator must submit the work plans to the Office of Academic Affairs by June 30.

10.2.4 Teaching Observation and Evaluation (Not applicable to Research Faculty not teaching or Library Faculty not teaching).

10.2.4.1 The evaluator or designee shall observe pre-promotion faculty in the classroom in each year of their first two years and every other year thereafter until promotion to Associate /Clinical/Research Professor of Practice-or-Teaching-Associate Library Clinical/Research Professor.

10.2.4.2 **All Faculty:** the evaluator and provost or designee shall each observe and evaluate all faculty.
Promoted faculty: The evaluator and Provost or designee shall each observe and evaluate all Assistant Professor of Practice and Associate Professor of Practice who are applying for promotion

to Full Level at least once within the three years prior to their application for promotion.

Full Teaching Faculty: Faculty who have been promoted to Full Professor of Practice shall be evaluated no greater than once every five years.

10.2.4.3 It is the responsibility of the bargaining unit faculty member to arrange all observations.

10.2.5 **Process for Teaching Observations:**

Typically teaching observations will be arranged in advance. If a particular day is not appropriate, the Bargaining Unit Faculty Member has the right to request and receive an observation on a different day. Where appropriate, the Bargaining Unit Faculty Member shall provide class materials, such as syllabus and examples of course assignments, to the evaluator and explain any unusual aspects of the course; the observer will be added to the course site in the University's course management system. The observer will use the agreed-upon teaching observation form to provide a written report of the observation that evaluates teaching effectiveness; the report will be submitted to the Bargaining Unit Member. Once the Bargaining Unit Member receives their assessment, they will be provided the opportunity to meet with the evaluator to discuss the assessment and will then have the opportunity to provide written feedback regarding the assessment within two weeks of meeting with the evaluator. The final report will be submitted to the Bargaining Unit Member and the Evaluator and the Office of Academic Affairs and become part of the Bargaining Unit Member's personnel file.

10.2.5.1. **Student Course Feedback:** Students will have an opportunity to provide feedback to instructors in all courses. Faculty shall have the opportunity to collaborate and design evolving systems to best capture student course feedback. All Bargaining Unit Faculty shall support the collection of feedback from students by encouraging them to complete the online student feedback form. Student evaluations of teaching can be important indicators of teaching effectiveness as related to student satisfaction and student engagement but numerical scores from these evaluations alone-neither confirm nor deny an individual's effectiveness.

10.2.5.2 The evaluator shall consider additional factors besides such numerical scores when they evaluate a Bargaining Unit Faculty Member's teaching. Such factors may include rate of responses, design and validity of the survey instrument, student demographics, level of course, type of course, etc.

10.2.5.3 Periodically, the administration shall collaborate with the Curriculum Committee (or with the General Education Committee when applicable) and the Association to consider needed revisions.

10.3 Promotion

10.3.1 Promotion is a valuable retention tool that simultaneously benefits PSU and faculty by creating incentives for valuable faculty to remain with the University and creates consistency for students.

10.3.1.1 Success in achieving promotion requires that candidates present sufficient evidence to establish making a strong case that they have achieved the criteria articulated in this contract, relative to their faculty type and academic rank sought. While faculty Work Plans are evaluated on an annual basis, the Promotion Portfolio provides a holistic view and demonstrates a body of work over a period of time.

All evaluators, both for annual evaluations and promotion decisions, are trained in the role of evaluation as well as all evaluation policies and procedures, including teaching observations.

10.3.2 Time to Promotion

10.3.2.1 At the time of hiring, the University at its discretion may give new Bargaining Unit Members credit towards promotion for prior years of collegiate teaching but shall be under no obligation to do so. Time to promotion is counted as a fully worked contract year. Anything less than a full worked year is not counted.

10.3.2.2 In extremely rare circumstances, the time in rank or

degree requirements may be waived for promotion. If it is determined at all evaluation levels that a candidate has demonstrated a record of excellence in the areas of teaching and service, time in rank or degree requirements may be waived with the approval of the Provost.

- 10.3.2.3 Assistant Professor of Practice and Clinical/Research Professors can apply for promotion during their sixth year of full time bargaining unit service at PSU. Associate Professor of Practice and Clinical/Research Professors are eligible for promotion during their sixth year of full time bargaining unit service at PSU.
- 10.3.2.4 If hired at the rank of Associate Professor of Practice or Associate Clinical/Research Professor are eligible to apply for promotion consideration during their sixth year of full time bargaining unit employment at PSU.

10.3.3 Evaluation Levels, Process, and Timeline:

- 10.3.3.1 Candidates to be evaluated for promotion are to be evaluated at each level at PSU. The levels are:
 - a) Academic Unit Promotion Committee
 - b) Evaluator
 - c) Provost
 - d) President
- 10.3.3.2 Candidates will be evaluated at each of the levels in the order listed. Each level of evaluation will conduct a fair, impartial, and thorough review of the candidate's Promotion File, Promotion Portfolio, and the recommendations made at previous evaluation levels.

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

10.3.3.3

Timeline:

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

Oct 15: Candidate submits promotion portfolio.

Nov 15: Academic Unit Promotion-committee's recommendation due.

Dec 15: Evaluator recommendation due

Feb 15: Provost's recommendation due

APR 15: President's decision due

At any time prior to the Provost's final recommendation to the President, the candidate may withdraw from further consideration. Withdrawal shall be made in writing and shall be submitted to all levels that have reviewed the application.

At any time prior to the President's final recommendation to the Board of Trustees, the candidate may withdraw from further consideration.

Withdrawal shall be made in writing and shall be submitted to all levels that have reviewed the application. If a candidate withdraws from consideration, all recommendations submitted as part of the evaluation process prior to the time of withdrawal will be removed from the candidate's Personnel File.

10.4 Responsibilities of the Candidate:

10.4.1 Bargaining Unit Members may apply for promotion when they have met the minimum time in rank and are able to make a compelling case that they have met the criteria for teaching and advising, scholarship (where applicable), and service at the rank of Associate Professor of Practice, Full Professor of Practice, Associate Clinical/Research Professor, or Full Clinical/Research Professor, as applicable.

10.4.1.1 Bargaining Unit Members who plan to apply for promotion must inform the evaluator and the Office of Academic Affairs no later than April 15 of the academic year prior to the year of application. Bargaining Unit Members should complete the online intent to apply form.

- 10.4.1.2 Candidates who are to be evaluated for promotion must provide written permission for their personnel file to be made available for consultation by evaluators at all levels. Candidates should complete the Permission Form available on the Office of Academic Affairs website and submit it to the Human Resources Office by September 15 of the year of application.
- 10.4.1.3 Candidates must submit their completed electronic promotion portfolio in the university's accepted portfolio system to the discipline promotion committee by October 15 in the year of application. Candidates cannot edit their portfolios after October 15.

10.5 Responsibilities of the Academic Unit Promotion Committee:

- 10.5.1 Academic Unit faculty will ensure that each Academic Unit elects a standing Promotion Committee Chair, regardless of whether there will be candidates applying. Non-tenure-track faculty may share the same promotion committee and chair with tenure-track faculty.
- 10.5.2 Academic Units with candidates applying for promotion shall in the spring semester elect a five-member Promotion Committee at least one of which will be a non-tenure track faculty member and two of which must be outside the Academic Unit. Committee members must be faculty members at ranks equal to or higher than that being applied for. A committee chair shall be elected who will inform the Office of Academic Affairs of the committee membership. If an Academic Unit does not have three faculty at ranks of equal to or higher than that being applied for available to serve on the Committee, the evaluator will consult with the provost or designee to draw up a list of potential committee members from other Academic Units. From that list, the Academic Unit faculty will vote on the remaining committee members.

10.6 Responsibilities of the Office of Academic Affairs:

- 10.6.1 The Office of Academic Affairs shall provide and track annual Promotion training for the evaluators, and Promotion Committee Chairs.
- 10.6.2 The Office of Academic Affairs shall maintain a list of Bargaining Unit Members eligible for promotion and the annual membership of Promotion committee members.

10.7 Teaching Observations/Evaluations:

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

10.8 Contents of the Promotion Portfolio:

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

10.8.1 Portfolio Contents added by the candidate:

Forms:

- a) Completed forms from the Office of Academic Affairs
 - b) Copy of permission form for Promotion
 - c) Committee members to access personnel file (original sent to Human Resources Office by October 15).
 - d) Application form.
- 10.8.2 Updated Curriculum Vitae in approved format (available on the Office of Academic Affairs website).
- 10.8.3 Copies of the following documents since appointment (for promotion to Associate Professor of Practice or Associate Clinical/Research Professor) or since last promotion (for promotion to Full Professor of Practice or Full Clinical/Research Professor):
- a) All work plans with annual evaluations.
 - b) All reappointment letters.
 - c) All reports of teaching observations/evaluations.

10.8.4. Statements

- 10.8.4.1 Candidate's Statement on Teaching and Advising / Librarianship, Clinical Responsibilities (where applicable) in which the candidate describes how they meet the criteria for effective teaching and how this is demonstrated through the evidence provided in the Portfolio.
- 10.8.4.2 Candidate's Statement on Scholarship (where applicable), in which the candidate describes how all of the criteria for scholarship (where applicable) are met through the evidence provided in the Portfolio.
- 10.8.4.3 Candidate's Statement on Service, in which the candidate describes how the materials in the Portfolio provide specific evidence that the criteria for service are met.

10.8.5 Evidence:

Examples of evidence selected by the candidate that support the Statements on Teaching and Advising / Librarianship, Clinical Responsibilities (where applicable) Scholarship (where applicable), and Service, and make a compelling case that the candidate meets the criteria for the relevant promotion rank. No single set of evidence can be prescribed to evaluate the quality of the candidate's teaching, advising, scholarship (where applicable) or service. The candidate must determine what evidence to use to make their case.

- 10.8.5.1 Evidence of effective teaching and advising / Librarianship, Clinical Responsibilities (where applicable) may include but is not limited to the following:
- a) Assessments by members of the candidate's Academic Unit, evaluator, particularly if based on examination of course materials, team teaching experiences, observations of the candidate's teaching through class visitations, attendance at lectures given by the candidate or on the results of the candidate's teaching in courses prerequisite to those of other department members.
 - b) Evaluations of teaching or advising by students,

appropriately documented and interpreted, for example through the use of student course evaluations, advising questionnaires, postgraduate surveys, etc.

- c) Development by the candidate of new and effective techniques of instruction or assessment and instructional materials, including textbooks. This may also include the development and assessment of online courses and the effective transfer of current courses to an online format.
- d) Evidence of course and syllabus development.
- e) Refereed Presentations and/or Publications by the candidate on teaching in respected journals.
- f) Nominations, recognitions, and awards for distinguished teaching.
- g) Evaluations from service-learning partners.
- h) Evaluation of teaching by a co-instructor.
- i) Documentation of the utilization of cluster pedagogy by faculty professional development and instructional design staff.
- j) Other evidence deemed relevant by the candidate.

10.8.5.2 Evidence of the quality and impact of the candidate's scholarship (where applicable) may include but is not limited to the following:

- a) Demonstrated evidence of professional leadership and scholarly activity that advances clinical knowledge and expertise.
- b) Copies of works disseminated to a wider audience (e.g., presentations, publications, workshops, performances, exhibitions)
- c) Publications (e.g., book, book chapter, peer-reviewed article, grant proposal, critical review or editorial in refereed journal, creative work,

musical composition, editing music, research report, publication in trade or popular journal)

- d) Presentation or performance at regional or national meeting (refereed or invited)
- e) Examples of preliminary work that will lead to dissemination to a wider audience, such as: Research and experimentation for course development or improved pedagogy that will later be presented; Research, data collection, project preparation, research/creative/artistic works in progress.
- f) Copy of grant proposal(s) or patent(s) submitted;
- g) Sample of development of new professional tools for use with clients/professionals outside the University;
- h) Digital media or reviews of commissioned art or musical composition;
- i) Other evidence deemed relevant by the candidate.

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

- a) Copies of reports, proposals, or other documents demonstrating meaningful contributions to the department and/or University;
- b) Letters of support from committee chairs, colleagues, and/or community members who have served with the candidate, providing specific examples of the nature, quality, and impact of the candidate's contributions and/or leadership;
- c) Copies of reports, proposals, or other documents demonstrating meaningful contributions to the candidate's community and/or profession through the application of expertise (e.g., as officer, member of

board of directors, program coordinator, editorial board member, journal reviewer, artistic adjudicator, consultant, etc., at the national, state, regional, or local level);

d) Other evidence deemed relevant by the candidate.

10.8.6 Portfolio contents to be added by Promotion reviewers after submission of application:

a) Statement and recommendation of each evaluation level

b) Evaluator's teaching observation

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

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

Article 11

NON-DISCRIMINATION

11.1. The University and the Bargaining Unit Members, to the extent of their respective authority and responsibility, agree not to discriminate against employees of the University on the basis of sex, race, age, religion, color, marital status, sexual orientation, political affiliation, political belief or lawful political activity, veteran's status, disability, national origin, gender identity or expression, membership or non-membership in SEA, or involvement in SEA activities as long as any such status or activity is lawful, or any other protected class designated by federal or state law.

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

Article 12

PERSONNEL FILES

- 12.1 The Human Resources Department shall maintain electronic personnel files for all Bargaining Unit Members. Information contained in the personnel file includes, but is not limited to, the following: salary information, such as appointment letters and payroll information; benefits information, such as enrollment information, beneficiary information, and benefit changes; performance evaluations and corrective actions related to performance; accolades and/or commendations by supervisors, colleagues, students, or academic societies or groups; miscellaneous information, such as address changes, updates to degrees and credentials; original submitted hiring documents, such as résumé, vitae, letters of reference, and transcripts. The examples noted above are representative of the types of documents that can be found in personnel files. However, these examples are not intended to be all-inclusive, and documents not named may be maintained in the personnel file.
- 12.2 Materials related to evaluation or performance sent to Human Resources to be included in the personnel file must be made available to the individual, either by an immediate copy or a later copy at the time the item is placed in the personnel file.
- 12.3 In the case of complaints or accusations filed against a Bargaining Unit Member, the Bargaining Unit Member shall be promptly notified, and the supervisor and Bargaining Unit Member will discuss the complaint and any follow-up actions or remedies that will be required.
- 12.4 Complaints or accusations by anyone other than the supervisor or administration which are found to have merit shall be kept confidential and on file by the appropriate supervisor. After seven (7) years, a Bargaining Unit Member can request that such complaint or accusation be expunged from the supervisor's file. Such requests shall be granted unless there have been additional complaints or accusations which have been found to have merit.
- 12.5 If any formal disciplinary action is taken as a result of such complaints or concerns, or as a result of additional complaints or concerns, such disciplinary action, along with the original complaints, will be placed in the Bargaining Unit Member's file.
- 12.6 All information included within the electronic personnel file is available for review upon request by the Bargaining Unit Member, or their authorized SEA/SEIU representative (with written authorization) at any time. Additionally, the evaluation and corrective action materials section is available for review only by appropriate parties on a need-to-know basis. Faculty are entitled to photocopies of any materials in their electronic personnel files.

- 12.7 It is understood that the Office of Human Resources and the Office of Academic Affairs routinely access information in Bargaining Unit Member's files as a normal course of business. For all other access, it is understood that Human Resources maintains a record of access for evaluation file form in the electronic personnel file in order to keep a record of the individuals who have accessed the evaluation materials included in the personnel file and the date of that access.
- 12.8 For promotion, the Bargaining Unit Member must provide written permission for the P&T Committee Members to access their personnel file. Promotion and tenure committees will have access to an individual's personnel file for viewing information relevant to promotion only within the Human Resources Office.
- 12.9 The Personnel File shall not contain anonymous correspondence.
- 12.10 If, upon inspection of any part of their personnel file, an employee disagrees with any of the information contained in such file, and the employee and employer cannot agree upon removal or correction of such information, then the employee may submit a written statement rebutting or explaining any document contained therein together with evidence supporting such version. Such statement shall be attached to the item, be maintained as part of the employee's personnel file, and shall be included in any transmittal of the file to a third party and shall be included in any disclosure of the contested information made to a third party.

Article 13
BENEFITS

13.1 BENEFITS

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

13.2 Medical Benefits

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

13.2.2 Effective for plan year 2023 (as of 1/1/2023), the following plan options are in effect:

13.2.2.1 Plan options and design for the medical plan will be replaced by three plan options, currently defined as Cigna Open Access 300/600, Open Access 1000/2000, Open Access with Health Savings Account.

13.2.3 The network will be a robust combination of regional and national networks. It is understood that USNH may from time to time issue a Request for Proposal for health administration and network services. USNH will inform SEA when it intends to put the services out to bid and will make preservation of the same or substantially similar network a primary criterion in its decision-making process.

13.3 Premiums

Effective for plan years 2023 to 2026 in accordance with 13.2.3, the employee share of the premiums will be as follows:

PSU Non-Tenure Track Faculty EE Contributions	2023	2024	2025	2026
	%	%	%	%
<i>OAP HSA¹</i>				
Employee Only	6.5%	7.0%	7.5%	7.5%
Employee + Spouse	10.5%	11.0%	11.5%	11.5%
Employee + Child(ren)	10.5%	11.0%	11.5%	11.5%
Employee + Family	14.5%	15.0%	15.5%	15.5%
<i>OAP 1000/2000</i>				
Employee Only	11.5%	12.0%	12.5%	12.5%
Employee + Spouse	15.5%	16.0%	16.5%	16.5%
Employee + Child(ren)	15.5%	16.0%	16.5%	16.5%
Employee + Family	19.5%	20.0%	20.5%	20.5%
<i>OAP 300/600</i>				
Employee Only	14.5%	15.0%	15.5%	15.5%
Employee + Spouse	18.5%	19.0%	19.5%	19.5%
Employee + Child(ren)	18.5%	19.0%	19.5%	19.5%
Employee + Family	22.0%	22.5%	23.0%	23.0%

13.3.1 If the federal government levies a “Cadillac Tax” on employers for plans that are considered too rich, that tax will be shared by the employee and employer at the same percentages as the premium is shared.

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

¹ Employees on the OAP HSA plan shall receive an employer HSA contribution each calendar year equal to \$750 for employees on individual plans, and \$1,500 for employees on employee + spouse, employee + children, or family plans.

- 13.3.3 Plan year 2023 changes will be implemented as soon as administratively feasible or no later than January 1, 2024.

13.4 Pharmacy Benefits:

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

13.5 Dental Benefits:

- 13.5.1 USNH shall provide Bargaining Unit Members and their dependents Dental Benefits consistent with the benefits approved and outlined in USNH Benefit offerings.
- 13.5.2 All dental plan options offered by USNH are subject to vendor-initiated changes in coverage and cost.

13.6 Vision Benefits:

- 13.6.1 USNH shall provide Bargaining Unit Members and their dependents Vision Benefits consistent with the benefits approved and outlined in USNH Benefit offerings.
- 13.6.2 All vision plan options offered by USNH are subject to vendor-initiated changes in coverage and cost.

13.7 Retirement

- 13.7.1 For all Bargaining Unit Members:

- 13.7.1.1 **Initial Contribution Level:**

- The initial contribution level in the USNH Retirement Plan provides for the University System to contribute 6% and the participant to contribute 6%. After one full year of participation at the Initial Contribution Level, the University System contribution will increase to the Standard Contribution Level of 10%.

- For all bargaining unit members who begin employment on or after July 1, 2023, the Standard Contribution Level for the

University System shall be 8% and the participant to contribute 6%.

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

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

- 13.7.1.2 The first pay period of the month after the first full year of active participation in the USNH Retirement Plan, the USNH contribution will be increased to 10% as long as an employee contributes a minimum of 6%.
- 13.7.1.3 **Supplemental Retirement Account (SRA).** A Bargaining Unit Member may make an additional individual contribution to the regular retirement program or to an SRA for any USNH authorized program up to federal contribution limits.
- 13.7.1.4 **Deferred Compensation.** Bargaining Unit Members will be eligible to participate in the USNH Deferred Compensation Plan 457(b) that allows individuals to contribute additional funds beyond the yearly 403(b) maximum.
- 13.7.1.5 **Transition to Retirement:** A Non-tenure track Bargaining Unit Member wishing to transition to full retirement may APPLY for TRANSITION under the following conditions:
- attains age 59 ½ 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.
- 13.7.1.6 The application requires approval of the Provost. The Bargaining Unit Member must reduce employment to part-time (not to exceed 50 percent time). The Bargaining Unit Member's salary base will be pro-rated based on the percent time of employment. Participating Bargaining Unit Members will be eligible to continue their USNH group medical and dental coverage at the same contribution rate as a full-time

Bargaining Unit Member until full retirement. However, long-term disability, life insurance, and contributions to the USNH retirement plan will be based on the pro-rated salary. The University will continue its contribution to medical and dental benefits coverage for up to three years beginning on the effective date of part-time employment. At the time of retirement, the Bargaining Unit Member will become eligible for retiree medical benefits, if previously elected. Medical coverage will continue for retirees aged 62 through 65 (see Article 13.12.1).

The Bargaining Unit Member's supervisor, subject to the approval of the Provost, shall make the Bargaining Unit Member's workload assignments based on the part-time appointment. The Bargaining Unit Member will not be permitted to work for the USNH in a status position more than three (3) years after the effective date of part-time status. During this period of service, the individual agrees that they cannot increase the percent time worked. After completion of part-time service, the individual agrees to fully retire. The individual may collect their retirement income (TIAA, Fidelity) while continuing to be employed in the part-time status position.

- 13.7.1.7 **Intent to retire.** A Bargaining Unit Member should provide a minimum of one hundred and twenty (120) calendar days to the USNH Benefits office in order to indicate an intent to retire from the University. The Bargaining Unit Member will receive counseling regarding various benefit programs associated with applicable retirement programs sponsored by the University to insure a smooth transition from active employment to retirement status during the one hundred and twenty (120) days. Exceptions to the one hundred and twenty (120) day timeline herein can be made by mutual agreement.

13.8 Leaves of Absence with Pay

- 13.8.1 UTime benefits provide Paid Time Off, which includes Personal Time, Sick Time, Short-Term Disability, Family Care, Bereavement Leave, and Long Term Disability coverage as set forth herein are guaranteed, however said benefits may be improved, but not diminished, if the employer adopts a new policy as set forth in [USY.V.A.4.9](#). The employer agrees to the

improvement of said benefits notwithstanding the exclusion of employees subject to collective bargaining agreements as set forth in said policy.

13.8.2 **Record Keeping.** It is the responsibility of each Bargaining Unit member and department to maintain accurate records that verify the usage and current accrual balances of UTime paid leave.

13.8.3 **Sick Time.** Sick Time is designed to provide salary continuation for absences due to personal medical needs or Family Leave as described in USNH Policy. Non-Tenure Track Faculty accrue sick time during their appointment period at a rate of one and one quarter (1.25) days per month (pro-rated when working less than 1.0 FTE). The maximum accumulation of sick time is sixty (60) (working) days. There is no payout of unused sick time at the end of employment.

13.8.3.1 Medical documentation may be required at any time to substantiate an absence and/or to indicate an employee's ability to return to work after an illness or injury. For any absences that are expected to last more than 3 days, the employee should contact Human Resources to discuss applying for FMLA protection and/or extended, paid leave alternatives.

13.8.4 **Paid Time Off: 12-Month Bargaining Unit Employees**

The accrual rate for 12-month Bargaining Unit Members is one and a half (1.5) days per month in the first five years of employment and two (2) days per month after five years of employment and prorated as appropriate.

12-month Bargaining Unit Members may use Personal Time in increments of one-half day or more. Planned use of personal time must have the approval of the supervisor prior to taking the leave. Personal Time may be used without prior approval when personal emergencies prevent prior approval. In such cases, the Bargaining Unit Member is responsible for notifying the supervisor of the absence due to a personal emergency. If the vacation includes an approved holiday, they will receive holiday pay, and the time will not be charged as Personal Time.

Personal Time may not be used to extend employment beyond the last day of work. All unused vacation days up to thirty (30) days will occur by the pay date for the pay period in which the final date of employment occurs or the end of the next scheduled pay period depending on the amount of notice provided, and will be paid to the 12-month Bargaining Unit Member (or his/her estate in the case of the individual's death) if the termination occurs

under normal circumstances and does not involve an act that demonstrates unfitness for continued employment within the University System, such as theft or immoral conduct.

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

- 13.8.4.1 In accordance with USY.V.C.10, Payout of Paid Time Off upon termination of employment, employees will be paid their accrued and unused Personal Time or any other “grandfathered” USNH paid time off leave for which they were eligible, up to a maximum of 30 days in total.

The payout upon employment termination as detailed in this paragraph applies without regard to whether employment termination is voluntary, involuntary, performance-related or not performance-related, or pursuant to a retirement or other separation program; provided, however that there will be no payout of accrued and unused Earned Time, Vacation, Personal Time or any similar “grandfathered” USNH paid leave if employment is terminated for Destructive or Detrimental Action, such as Insubordination/Guilt in a Crime/Grievous Act (see **USY V.C.8.2.5**).

- 13.8.5 **Family and Medical Leave Act (FMLA).** For Bargaining Unit Members who meet the eligibility criteria of FMLA (see USY.V.C.19.1), use of sick leave and/or short-term disability runs concurrent with FMLA leave.

Twelve weeks of unpaid leave may be taken for any qualifying event under the Family and Medical Leave Act of 1993 (FMLA).

- 13.8.6 **Paid Family Care.** An employee may use up to 30 days of accrued Sick Time as Paid Family Care per fiscal year (July 1 - June 30) for the medical needs of an immediate family member, including support from an illness, accident or medical appointments. Paid Family Care may also include time for activities related to the administration of long-term care for an immediate family member (such as in a nursing facility or hospice). Paid Family Care runs concurrent with FMLA, if applicable. If an employee uses all 30 Paid Family Care days, future absences for reasons normally covered by the Paid Family Care benefit, including absence to care for an ill family member, would go unpaid.

13.8.7 **Parental Leave.** The purpose of Parental Leave is to provide employees with salary continuation for up to 6 six weeks, to take time off for maternity, paternity and child bonding, including the transition of a child through adoption or surrogacy, or long term placement of a child (defined as 30 or more days) as a kindred or private foster care provider. If an employee is also covered by the Family Medical Leave Act, Parental Leave will run concurrent with FMLA.

13.8.7.1 Parental Leave can be taken in consecutive days, or intermittently on an approved schedule, within 12 months of the effective date of the cause for Parental Leave. Parental Leave may also be used by an additional, eligible, USNH employee for the same cause. Future eligibility will be on a rolling 12-month period from the effective date of the last use of Parental Leave. Parental Leave can be taken in either half or full day increments. Parental Leave may be extended by up to 3 additional weeks through coordination with Human Resources, by supplementing up to three (3) weeks of available Family Care, or Personal Time for Fiscal Year employees prior to taking it unpaid.

13.8.7.2 Paid time off taken under this provision shall run concurrently with any leave granted under the Family and Medical Leave Act of 1993.

13.8.7.3 The Non-Tenure Track Faculty member shall inform their supervisor and the Office of Academic Affairs in writing, as early as possible, of the intent to use parental leave and identify the approximate date that the leave is expected to commence. If the leave is to commence mid-term, upon departure the faculty member must supply the supervisor with access to all course materials (including grades and submitted but ungraded work) that will be shared with the faculty member who takes over the course.

13.8.7.4 Non-Tenure Track Faculty are not required to fulfill any work assignments while on parental leave, including any work in the areas of teaching or service. The year in which parental leave is taken will be deducted for accruals in Pedagogical Development Leave eligibility.

- 13.8.7.5 For up to one year following the conclusion of a parental leave, Non-Tenure Track Faculty members may request in writing permission from the Provost or designee to shift the teaching of one or more of their assigned courses for the year to a subsequent semester without additional pay. The Provost's or designee approval will be contingent upon curricular need.
- 13.8.7.6 Utilization of paid parental leave does not restrict the availability of the Modified-Duties Assignments in accordance with USNH Policy.

13.9 **Short-Term Disability (STD):** The purpose of Short-Term Disability (STD) is to provide an employee with salary continuation for a total disability due to a non-occupational accident or illness, for up to 26 weeks. Short-Term Disability cannot be taken on a partial or intermittent basis or to supplement another leave type. STD benefits are administered by a third-party administrator for the self-insured employer. STD benefits may be approved beyond the twelve (12) weeks of FMLA job protection however they are not guaranteed, and the employer may terminate the employee after the twelve (12) weeks of FMLA protections and should termination occur, STD benefits will stop.

13.9.1 **Elimination period.** Benefits begin the first day of total disability following an accident or on the eighth calendar day of total disability due to illness (including medical maternity).

13.9.2 **Salary continuation for absence due to disability.** After completion of the elimination period STD benefits are at 100% of budgeted salary through week eight (8) of absence due to disability and 60% of budgeted salary for weeks nine (9) through twenty-six (26) (calendar day 182).

13.9.3 **Supplementing STD with Sick Time.** Non-Tenure Track Faculty may use accrued Sick Time for the elimination period or to supplement STD at 60% of salary level to bring pay replacement to no more than 100% of budgeted salary.

13.10 **Bereavement Leave.** Bargaining Unit Members are entitled to five (5) days of bereavement leave for the death of an immediate family member and one (1) day for the death of other relatives. Immediate family members and other relatives are described in USNH policy USY.V.A.4.15.

13.11 Modified-Duties Assignments

- 13.11.1 At the discretion of a Bargaining Unit Member's program/discipline coordinator, with the approval of the Provost and attention to curricular needs, paid modified-duty workload assignments may be available for up to two semesters to Bargaining Unit Members dealing with qualifying events under the Family and Medical Leave Act. Bargaining Unit Members granted this status remain fully employed and fully paid with normal health and retirement benefits. Modification of duties requires full-time work assignments that simply alter the percentage time assigned for teaching or primary professional duties, research, and service for a designated period of time.
- 13.11.2 Bargaining Unit Members must submit in writing to their supervisor the basis of the request and a probable duration of the Bargaining Unit Member's requested modification. The Bargaining Unit Member shall provide the University with written certification that meets FMLA certification requirements of the qualifying reason for the Bargaining Unit Member's requested modification.
- 13.11.3 A Bargaining Unit Member returning from modified duties assignment will be expected to return to their normal workload assignments and will meet with their supervisor to discuss the particulars at least 60 days before returning from Modified-Duties Assignments.

13.12 Retiree Medical Options

- 13.12.1 Medical coverage for Retirees Ages 62 through 65.

Bargaining Unit Members who meet the qualifications of the USNH definition of a retiree, and wish to retire, may continue coverage in the same medical plan as offered to active employees until they are eligible for Medicare coverage the first of the month of the retiree's 65th birthday as described below.

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

13.13 Long-Term Care Insurance

The University agrees to provide an option for Bargaining Unit Members to purchase long-term care insurance through an outside vendor, provided such insurance is generally available with commercially reasonable scope, terms, and

conditions. Any costs associated with the insurance will be paid by the Bargaining Unit Member. The scope, terms and conditions of the coverage, including the costs, are subject to change based on the selection of a vendor to provide the coverage, which selection shall be within the University's sole discretion.

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

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

13.16 **Dependent Care Flexible Spending Account**

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

13.17 **Special Considerations.**

13.17.1 A Bargaining Unit Member may request release from teaching assignments for the balance of the semester when a qualified medical, family or parental leave will be three (3) or more weeks during the semester. In this case, the Bargaining Unit Member's supervisor, the Bargaining Unit Member, and Provost will determine alternate work assignments for the period following the qualified leave. Specific expectations of the alternate work assignment will be approved by the Provost (see PSU policy [PSU.V.C.1.3.1](#)).

13.18 **Tuition**

13.18.1 The University System shall provide tuition waiver benefits as described in USNH Benefit [USY V.A. 4.7](#)

PSU will be consistent and follow the USNH tuition benefit policy for terminated employees (see [USY.V.A.6.4](#)).

13.18.2 PSU will administer this benefit consistent with the USNH tuition waiver policy for the spouses and dependent children of active faculty/staff (see [USY.V.A.4.7.3](#)).

Article 14

SALARY

14.1 Compensation Increases

14.1.2 All bargaining unit employees shall receive a one-time lump sum payment of seventeen hundred dollars (\$1,700) effective the first pay period following the execution of the CBA.

Note: Union ratification must take place on or before June 20, 2023, for lump sum payment - due to payment processing during current FY23.

14.1.3 All bargaining unit employees shall receive a 1.5% raise effective upon execution of the contract.

14.1.4 2.0% Effective January 1, 2024

14.1.5 2.0% Effective July 1, 2024

14.1.6 2.0% Effective July 1, 2025

14.1.7 Bargaining Unit Member's shall be paid at least the following minimum for their rank:

- Assistant Professor of Practice \$55,000
- Associate Professor of Practice \$60,000
- Full Professor of Practice \$65,000

- Assistant Clinical Professor \$55,000
- Associate Clinical Professor \$60,000
- Full Clinical Professor \$65,000

14.2 Promotion

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

- From Introductory to Middle: \$9,000
- From Middle to Full: \$11,000

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

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

14.4 Overload Rate

14.4.1. Bargaining unit members will be compensated at the rate of \$1,500 per credit.

14.4.2. Individual enrollments will be compensated at the rate of \$165 per credit/student.

14.4.3. Effective the first full Summer following execution of the Agreement, pay for teaching Summer Courses and Winterim Courses that meet the minimum enrollment established by the Administration shall be paid at the overload rate. Courses with enrollment lower than the minimums shall be paid at the individual enrollment rate.

14.4.4 Upon execution of this agreement, Teaching Faculty Members, Senior Teaching Faculty Members, and Master Teaching Faculty Members shall be transitioned into the new faculty ranks as follows:

- a. Teaching Faculty Members shall be Assistant Professor of Practice.
- b. Senior teaching Faculty shall be Associate Professor of Practice.
- c. Master Teaching Faculty shall be Full Professor of Practice.

d. Clinical faculty shall be transitioned in the same manner, but shall have the titles Assistant Clinical Professor, Associate Clinical Professor, and Full Clinical Professor. Research faculty shall likewise transition to Assistant Research Professor, Associate Research Professor, and Full Research Professor.

14.4.5 Contract Faculty- Contract faculty shall be given the option to retain their current faculty rank and terms and conditions of employment. Should contract faculty elect to move the above faculty rank system, they shall be moved to the most appropriate rank in consideration of their experience as may be mutually agreed upon by PSU and the faculty member.

Article 15

JUST CAUSE, DISCIPLINE, NON-REAPPOINTMENT, & TERMINATION OF EMPLOYMENT

15.1 Non-Reappointment

15.1.1 Appointments of Non-Tenure Track Faculty expire at the stated end of the appointment. For faculty who are in their first 3 years of appointments as established under Article 8.2.2, written notice of non-reappointment shall be provided no later than March 15th of the appointment year. For Non-Tenure Track Faculty who have appointments that extend beyond one year, notice of non-reappointment shall be provided no later than November 1st of the final year of appointment. In all cases of Non-Reappointment, the employer shall provide notice in writing. For any reasons, decisions made regarding non-reappointment of non-tenure track faculty members are subject to grievance procedures only on the grounds of procedural errors. Non-reappointment shall not be considered discipline and the “Just Cause” standard does not apply.

15.2 Just Cause & Discipline

15.2.1 The University agrees that no Bargaining Unit Member shall be suspended without pay or discharged without just cause. Discharge shall be defined as the termination of a faculty member’s appointment prior to the expiration of that appointment. However, termination of faculty for financial, programmatic or other administrative considerations or non-reappointment shall not be covered by the just cause provisions of this Article.

15.3 The Parties agree that in all cases of investigation of misconduct and discipline, the principles of “Weingarten”, “Garrity”, “Loudermill” and all other applicable case law shall be observed.

15.4 Discipline may include written warnings which will not be issued arbitrarily or capriciously. The Bargaining Unit Member will receive a copy of any written warning and such warning will be placed in the Bargaining Unit Member’s personnel file. Any such warning will specifically state that it is a written disciplinary warning.

Concerns over a Bargaining Unit Member’s performance, as opposed to misconduct, will be handled in accordance with the Evaluation Article 10. As a

general principle, a Bargaining Unit Member will be promptly informed about any administrative judgment about their conduct or performance.

- 15.5 Discipline shall not include oral counseling or verbal reprimands, nor shall it include performance reviews. Such matters are not grievable under this Agreement.
- 15.6 At the President's discretion, a Bargaining Unit Member may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may lead to discipline. However, being placed on such administrative leave shall not itself be deemed discipline.
- 15.7 In cases where the administration is conducting an investigatory interview that the Bargaining Unit Member reasonably believes may lead to discipline, the Bargaining Unit Member shall have the right to have an Association representative present at the meeting. The administration shall provide reasonable notice of such meetings and the allegations to be discussed at the meeting.
- 15.8 Where appropriate, the University may also require as part of disciplinary action restitution, appropriate training or counseling or other remedial action. The University reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct or misconduct that is believed to constitute a violation of law.
- 15.9 A covered employee shall be entitled to Association representation at a disciplinary meeting or an investigative interview or meeting, if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against them.

15.10 Resignation and Retirement

15.10.1 A bargaining unit member wishing to resign should submit a letter of resignation to the University one hundred and twenty (120) days in advance through appropriate administrative channels, normally beginning with the Office of Academic Affairs. When considering the interruption or termination of service, the bargaining unit member should recognize the effect of resignation upon the program of the institution and should give due notice of intentions.

15.10.2 It is expected that the timing of a resignation will coincide with the end of the academic year. The University recognizes that there are circumstances in which a change of employment will enhance a professional career and it will not hinder efforts to take advantage of

such circumstances. Bargaining unit members 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.

- 15.10.3 Bargaining unit members should provide a minimum of one hundred and twenty (120) calendar day(s) notice to the PSU Office of Human Resources in order to indicate an intent to retire from the University. The bargaining unit member will receive counseling regarding various benefit programs associated with applicable retirement programs sponsored by the University to insure a smooth transition from active employment to retirement status during the one hundred and twenty (120) days.

Article 16

SAFETY & HEALTH

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

Article 17

PAYROLL INFORMATION

- 17.1 Payroll information shall be in accordance with USNH policy.

Article 18

PROFESSIONAL DEVELOPMENT

- 18.1 The University recognizes the importance of supporting and encouraging bargaining unit faculty members to participate in professional development activities that enhance university instruction, contribute to scholarship, research, and creative endeavors, and/or assist essential service activities. Such professional development activities promote the University's academic mission.
- 18.2 Bargaining Unit Members may request time off to attend professional meetings and conferences during the academic year related to their faculty teaching or University responsibilities. Such requests shall not be unreasonably denied provided they arrange for coverage of their classes.
- 18.3 The University shall maintain a professional development fund to support professional development activities for bargaining unit faculty as described in Section 4 of this Article. The amount of money allocated for this fund shall be as follows:
- Bargaining unit members may be reimbursed for professional development activities up to \$650.
- 18.4 Professional development activities to be supported by the professional development funds allocated to Bargaining Unit Members include, but are not limited to:
- Presentations and/or attendance at conferences;
 - Membership and participation in professional organizations related to the Bargaining Unit Member's academic discipline, teaching responsibilities, and other job-related duties;
 - Purchase of books and/or other job-related resources;

- Enrollment in workshops or training courses intended to strengthen the Bargaining Unit Member’s job-related knowledge or skills;
 - Other activities that will enhance the Bargaining Unit Member’s teaching, scholarship, and/or service.
- 18.5 “Professional development funds” does not include external grants or awards which have restrictions on use, or endowment funds which have restrictions on use. Faculty who have grant funding will still be eligible for all professional development funds in this article.
- 18.6 Bargaining Unit Members, including those out on professional development leave, shall have the right to access their allocated professional development funds while on leave. There shall be written guidelines that explicitly state the procedures for disbursement of the professional development funds.
- 18.7 A Bargaining Unit Member who wishes to roll-over their total allocation from one fiscal year to the other may do so by requesting in writing to forgo funds in one year for the purpose of combining with the following year. However, funds may be rolled for a maximum of one year.
- 18.8 The Provost may allocate additional funding to be used for professional development purposes consistent with any University resources and budgetary guidelines. For these funds, the Provost shall make final decisions on faculty applications as to whether to approve funds or not, taking into account the relevance and benefit of the proposed professional development purposes to the Bargaining Unit Member, the department, and the University.
- 18.9 In all cases where a Bargaining Unit Member receives professional development funds, they must follow established University policies and procedures for institutional expenditures.

Article 19

SENIORITY & RETRENCHMENT

- 19.1 Continuation of tuition benefit for degree program(s) in which the Bargaining Unit Member and/or dependents are currently enrolled.
- a) Assistance in developing interview skills.
 - b) Access to library for up to six (6) months beyond date of termination.
- 19.2 Continuation of campus email for up to 90 days beyond date of termination.
- 19.3 Preferred hiring status at University System Universities and Colleges.
- 19.4 The notification of retrenchment for non-tenure track faculty shall be a minimum of six (6) months for one (1) year term appointees, and twelve (12) months for multiple year appointees.
- 19.5 In all cases of Retrenchment for any reasons, decisions made regarding terminations of non-tenure track faculty members are subject to grievance procedures only on the grounds of procedural errors.

Article 20

INTELLECTUAL PROPOERTY

- 20.1 The parties to this agreement affirm, and agree to abide by, the terms of the current PSU Intellectual Property Policy as negotiated between the administration and faculty, and endorsed by the PSU Faculty on May 1, 2019 until such time as a revised policy is vetted on campus and receives endorsement of the Faculty Welfare Committee and the Administration. Once any new policy has been endorsed by the full faculty and approved by the Administration, it shall become effective and binding on all bargaining unit members.

Article 21

SHARED GOVERNANCE

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

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

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

- 21.2.1 all curricular matters, including establishment, dissolution and substantial changes of degree or certificate programs;
- 21.2.2 research and scholarship;
- 21.2.2 admissions standards and prerequisites;
- 21.2.3 requirements for regular certificates and degrees;
- 21.2.4 regulations regarding attendance, examinations, grading, scholastic standing, and honors;
- 21.2.5 teaching quality;
- 21.2.6 professional standards and criteria for positions accorded academic rank;
- 21.2.7 the academic calendar;
- 21.2.8 hiring and evaluating administrators;
- 21.2.9 academic organization, including the establishment or

elimination of colleges and departments and the reorganization of the general university and college academic structure;

- 21.2.10 other academic matters referred to it by the Board of Trustees, PSU administration, the faculty of a school, college, department, or the Library or other members of the University community.

Article 22

NO STRIKE OR LOCKOUT

- 22.1 The Association agrees that strikes and other forms of job action are unlawful. The Association agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike or other job action, the Association 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.
- 22.2 The University System Board of Trustees agrees that it shall not invoke any lockouts. PSU agrees that neither it nor any of its Trustees, officers, agents, or employees shall engage in any lockouts or other forms of job action that have been declared unlawful for the life of this Agreement or any written extension thereof.

Article 23

NOTICES

- 23.1 Notice to Association: Whenever a written legal notice is required to be given by PSU to the Association, such notice shall be given to the State Employees Association of New Hampshire, Inc., with offices in Concord, New Hampshire.
- 23.2 Notice to PSU: Whenever written legal notice is required to be given by the Association to PSU such notice shall be given to the Provost.

Article 24

WAIVER

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

Article 25

SEPARABILITY

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

Article 26

DURATION

- 26.1 This agreement as executed by the Parties shall continue in full force and effect from June 24, 2023 until midnight June 30, 2026, or until such time as a new Agreement is executed whichever is later.

Signatures

IN WITNESS WHEREOF, the Board of Trustees of the University System of New Hampshire has caused this instrument to be signed and sealed by its duly authorized representative and the Association has caused this instrument to be signed and sealed by its duly authorized representative in June 2023.

Plymouth State University Non-tenure Faculty – SEIU Local 1984

By: **Richard Gulla** Digitally signed by Richard Gulla
Date: 2023.07.28 13:43:09 -04'00'

Richard Gulla
*President, State Employees' Association
SEIU, Local 1984*

By: **Randy Hunneyman** Digitally signed by Randy Hunneyman
Date: 2023.07.28 13:35:22 -04'00'

Randy Hunneyman
*Chief Negotiator
PSU – SEIU Local 1984*

By: **Rebecca Grant** Digitally signed by Rebecca Grant
Date: 2023.07.31 08:23:09 -04'00'

Rebecca Grant
Non-tenure Faculty


By: **Kristin Stelmok** Digitally signed by Kristin Stelmok
Date: 2023.07.31 08:54:47 -04'00'

Kristin Stelmok
Non-tenure Faculty

Plymouth State University, University System of New Hampshire

By: 

Alexander J. Walker
*Chair, Board of Trustees
University System of New Hampshire*

By:  8/10/2023

Donald L. Birx
President, Plymouth State University

By: **Matthew Newland** Digitally signed by Matthew Newland
Date: 2023.08.03 10:05:25 -04'00'

Matthew Newland
*Chief Negotiator
University of New Hampshire*

By:  8/10/2023

Nathaniel Bowditch
*Provost & VP of Academic Affairs
Plymouth State University*

Timothy S. Rhyne
*Director of Human Resources
Plymouth State University*