

Article 6

benefits. The UNHLU will provide the names of those for whom it will purchase a course release to the contract administrator by May 1st of the academic year preceding the timing of the course release.

- 6.11 The UNHLU-AAUP shall have the right to make a presentation and distribute information at orientations that include new Lecturer Faculty. The presentation shall be for the purpose of introducing attendees to UNHLU-AAUP and its role in representing Lecturer Faculty.

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activities include, but are not limited to, expertise associated with teaching, professional development, engagement, and service.

7.9 When Lecturer Faculty members speak or write as members of the public, they should make every effort to indicate that they are not speaking for the University. They may identify their University affiliation so long as no University sponsorship or endorsement is stated or implied.

7.10 Lecturer Faculty members are engaged and supported by the University to fulfill teaching and service activities as defined in Article 12. Lecturer Faculty will not be evaluated on any research activities in which they may engage on their own time, nor may those activities conflict in any way with the individual's teaching and other responsibilities mutually agreed upon with the Department Chair. In the summer, Lecturer Faculty may draw salary and other research or applied scholarship support from internal or external grants, the proposals for which have been approved by the Dean and the University.

7.11 No decision or action made pursuant to this Agreement that affects a Lecturer Faculty member may be made in an arbitrary or capricious 4.8 ((s) (p)6.1 (r3.7 (u)-4.7 (u)-4.o)-3.t)0.6 (s)-7oLsy2.3 (a)5.6 ()10. (u.8 ()100 TM

Article 8
HEALTH AND SAFETY

- 8.1 All Lecturer Faculty have the right to work in a safe and healthy workplace that meets local, state, and federal safety and health requirements and that is free from hostility, intimidation, and abuse. Lecturer Faculty shall not be required to work under conditions that violate applicable safety or health laws or regulations. No Lecturer Faculty will be subject to discrimination, discipline, or termination for reporting violations of health and safety requirements, or for reporting workplace violence or the threat of violence in the workplace.

University's satisfaction to be inaccurate or untrue shall be immediately removed, and all copies destroyed.

- 9.6 Personnel files shall be maintained in the confidential custody of the University. All reasonable measures shall be employed by the University to prevent unauthorized access.
- 9.7 Access to a Lecturer Faculty member's official personnel file is limited to the Lecturer Faculty member, their authorized representative, appropriate University authorized representatives, and University System authorized representatives, unless otherwise provided by law.

Article 10
FACILITIES AND SUPPORT

- 10.1 The University shall determine and provide Lecturer Faculty with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional manner.
- 10.2 Lecturer Faculty will be assigned to office space by the Department Chair or other unit administrator, adequate to fit at least a desk, a guest chair, and book storage space per occupant. Where departmental space allocations allow, this will be a private office space in proximity to their home department or program.
 - 10.2.1 Private office space shall be given to Principal Lecturers. Principal Lecturers shall not be involuntarily displaced from their offices in favor of newer faculty members of any type.
 - 10.2.2 Senior Lecturers with ten (10) or more years of UNH faculty service shall not be involuntarily displaced from their offices, whether private or shared, in favor of newer faculty members of any type.
 - 10.2.3 Where space constraints necessitate the sharing of offices among Lecturer Faculty already in post, the reasons for this will be communicated in writing to the individuals in question.
 - 10.2.4 In situations in which office space must be shared among Lecturer Faculty of equal rank, the particular requirements of individuals' assigned teaching and service activities will be given consideration in the office assignment.
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- 10.5 Lecturer Faculty shall be able to access their work facilities (including classrooms, offices, and labs) when needed for the performance of their professional responsibilities. However, this shall not preclude the University from restricting access when necessary for university operations or in case of emergency.
- 10.6 All Lecturer Faculty shall be assigned a University of New Hampshire email account, a Canvas/Webcat (or applicable course management systems) account, and a UNH ID as soon as is practicable upon completion of all appointment paperwork. Lecturer Faculty shall follow university procedures and provide requested information in order to obtain such services.
- 10.7 All Lecturer Faculty members not terminated for cause and who have complied with terms of this Agreement and all policies applicable to the use of university email shall be provided access to a

Lecturers in their first or second year; and by September 30 of the final appointment year for Lecturers who are in their third year or thereafter. These dates are consistent with Article 15: Termination of Employment.

- 11.4 Lecturer Faculty will be appointed at one of three ranks: Lecturer, Senior Lecturer, and Principal Lecturer. Normally, for a person with no prior full-time experience at an institution of higher education, an initial appointment will be as Lecturer. However, at the discretion of the Dean, exceptions to rank at hire and/or term of appointment may be made. Lecturer Faculty appointments or reappointments at any rank are at the discretion of the Dean on the basis of curricular need, sufficiency of financial resources, and satisfactory performance as defined by Article 13: Performance Reviews and Promotion.

11.4.1 Those hired by the University at the rank of Senior or Principal L989 0 1J7.3 (u)6 (i)0.6 2 (r)-5P0ostsenionl49

Article 12
WORKLOAD ACTIVITIES OF LECTURER FACULTY

- 12.1 Lecturer faculty workloads will contain a combination of Teaching and Service. There shall be no requirement of scholarly work for Lecturer Faculty.² Lecturer Faculty appointments may be full-time or part-time at the discretion of the Dean consistent with curricular needs and consistent with this Collective Bargaining Agreement.
- 12.1.1 A 1.0 FTE workload is eight (8) "units" of Teaching and Service. Of those "units", either one (1) or two (2) will be assigned to Service. The definition of a "unit" is associated with the time, energy, and actions it takes to teach one standard 3- or 4-credit course.³
- 12.1.2 A 0.88 workload equates to a total of seven (7) "units" of Teaching and Service.² -3.8 (-8.4 (wi)08 (g)-1.4T-2

12.6

govern all faculty assignments.

- 12.8 Lecturer Faculty shall have the right to request that the Dean reconsider their workload assignments and FTE status in accordance with the language in Article 14: Grievances Procedure. Should the outcome of the reconsideration result in a dispute that elevates to a formal grievance, the grievance shall move immediately to Step One as prescribed in Article 14: Grievance Procedure.
- 12.9 Overload

- 13.4 Regular Reviews - During the Lecturer's appointment, the college dean or their designee shall provide Lecturer Faculty with a written performance review annually by June 15. This review shall convey an assessment of overall performance, including any necessity for improvement and growth as well as any areas of excellence. The Dean or Dean's designee will also convey, where and when appropriate, the resources and mechanisms to foster professional development and improvement. The Dean's review will be informed by a separate written evaluation prepared at the department/program level by the Lecturer Faculty member's Chair or other designee selected by the Dean
- 13.4.1 The written evaluation may be conducted by the Chair/program coordinator or other designee selected by the Dean. If the evaluator is a designee, they shall provide the written evaluation to the chair and the chair shall provide to the dean.
- 13.4.2 Prior to submitting the written evaluation, the evaluator shall hold a meeting with the Lecturer, unless this meeting is waived by the Lecturer⁵. The purpose of this meeting is to 1) provide candid, respectful feedback, 2) to enhance professional development of the faculty member, and 3) to document the outcome of the evaluation.
- 13.4.3 Following the evaluation meeting, the evaluator and Lecturer shall sign and date the written review. Should the Lecturer disagree with the content of the written review, they may submit a rebuttal letter. The rebuttal letter shall be attached with the evaluation that is submitted to the college Dean and the rebuttal will be included in the Lecturer's personnel file.
- 13.4.4 The departmental annual evaluation and the Dean's annual review letter shall be based the following:
- 13.4.4.1 Teaching activities: these will be evaluated on the basis of classroom observation, information provided in the FAR, student course evaluations, and other relevant assigned teaching activities.
- 13.4.4.1.1 Observations: Once per appointment period, each Lecturer faculty member will have an announced classroom observation of their teaching. This observation may be conducted by the chair/program coordinator or dean's designee, provided 1.1 (r)-0.9 (s)8.6 (e)0.6 (ti)0e)1.8 (r)-5.8t0

No later than seven days before the classroom session to be observed, the observer and the Lecturer Faculty member will meet to discuss the plan for the class, the learning objectives for the session, and the class content. Specific observation assessment criteria will be agreed upon by the college, with full participation of Lecturer Faculty, and consistent with departmental norms.

Within two weeks of the observation date, the assessment of teaching will be provided in writing to the Lecturer Faculty member. The Lecturer shall sign the assessment to acknowledge receipt. The assessment will be included in the Lecturer Faculty member's personnel file. The faculty member retains the right to rebut the contents of the observation.

13.4.4.1.2 Peer observation: The Lecturer Faculty member may choose to have an announced classroom observation, by physical or virtual means, by a peer evaluator once per appointment period. The peer evaluator should be from a closely related discipline. The peer evaluator will be jointly chosen by the Department Chair or Program Coordinator and the Lecturer Faculty member. If the two are unable to agree upon an evaluator, the Dean or Associate Dean shall make a determination. The evaluator will provide a written assessment of the Lecturer Faculty's teaching to the Lecturer Faculty member and to the Department Chair or Program Coordinator. The assessment will be included in their Personnel File within two weeks of the assessment.

Faculty at the rank of Lecturer may be evaluated by Senior or Principal Lecturers, and Associate Professors or Professors. Senior Lecturers may be evaluated by Senior or Principal Lecturers, and Associate Professors or Professors. Principal Lecturers may be evaluated by Principal Lecturers, Associate Professors, or Professors.

13.4.4.1.2 Faculty Activities Report (as described in 13.2).

13.4.4.1.3 Student Course Evaluations: All Lecturer Faculty shall be evaluated in each section of each course. Colleges and departments should be clear about the role of student evaluations in the overall assessment of Lecturer Faculty teaching.

13.4.4.2 Service Activities (see Article 12: Workload Activities) completed during the review period will be evaluated based on the designated reviewer's assessment of the quality of execution of the assigned duties including information in the FAR.

13.4.5 Lecturers who have previously been notified of non-reappointment will not be reviewed at the department or college unless they request a review. The request should be to the Chair and Dean no later than six weeks before the end of the Lecturer's final semester.

13.5 Promotion Reviews

Each college will make public its criteria, processes, and process timeline for granting promotion to the ranks of Senior Lecturer and Princip

be appointed by the UNHLU-AAUP.

- 13.6.2 The updates to the college-level promotion policies shall be completed once per contract period by college-level committees comprised of a no more than six (6) persons, of which up to three (3) may be appointed by the Dean's Office and up to three (3) may be appointed by the UNHLU-AAUP.

Article 14 GRIEVANCE PROCEDURE

14.1 Preamble

- 14.1.1 In agreeing to this Article, it is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of an alleged violation of this Agreement or any policy incorporated by reference into this Agreement and to attempt to do so at the earliest stages of this Procedure. To this end, the UNHLU Contract Administrator/Grievance Officer will work with the Grievant, UNH Contract Administrator, and others to conduct all steps of the process in a timely manner.
- 14.1.2 The parties further agree that no Lecturer Faculty shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.
- 14.1.3 Grievances shall proceed when a violation of this Agreement or any policy incorporated by reference into this Agreement is suspected to have been committed by a member or members of the Administration or their agents.
- 14.1.3 Lecturer Faculty or UNHLU may neither file nor attempt to pursue a grievance under this Article if a request for relief has been filed under any other process or in any other forum.

14.2 Definition

- 14.2.1 A grievance is defined as a written complaint alleging a misinterpretation, misapplication, or violation of a provision(s) of this Agreement or any policy incorporated into it.

14.3.3 Any problem

remains unresolved to the satisfaction of the UNHLU, the UNHLU may proceed to binding arbitration to resolve the grievance. The UNHLU will share the cost of the Arbitrator and related

pay the entire cost of the arbitration which is normally shared equally by the parties. Likewise if the failure to convene the meeting within such time limits is demonstrably the result of negligence on the part of the Grievant or the UNHLU; and if the grievance is appealed to Step Two, then the UNHLU will pay the entire cost of the arbitration. Any dispute over the identity of the party for the failure to convene the meeting in a timely fashion will be resolved by the Arbitrator.

- 14.6.3 The time limits prescribed in this article may be extended by mutual agreement of the administration and the UNHLU.
- 14.6.4 A Grievant may withdraw their grievance at any point in this procedure.
- 14.6.5 If the Grievant is unable to pursue the grievance because of circumstances beyond their control, the UNHLU may become the Grievant at any stage in the procedure.
- 14.6.6 The arbitration hearing shall be conducted by the rules of the American Arbitration Association.
- 14.6.7 The costs of arbitration shall be shared equally by the University and the UNHLU.
- 14.6.8 If mutually agreed upon, the administration will make a taped, stenographic, or other type of verbatim record of the arbitration proceedings and will provide a copy of such record to the UNHLU. The cost of providing this record will be shared equally by the University and the UNHLU.

Article 15
TERMINATION OF EMPLOMENT

15.1 Non-Reappointment

15.1.1 Appointments of Lecturer Faculty expire at the stated end of the appointment. Notice of non-reappointment shall be given to Lecturer Faculty member based on the Lecturer's length of service at the end of the appointment year:

- Second year of initial appointment by March 1
- Third year and thereafter byh(f)0p(m)14.3 .1 (b)tpTJ0 Tc 3.1 4 (0)2 bh0 Tw 12.707 0 Td(0.0EMC /P

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16.3 Academic-Year Overload Salary – Lecturer Faculty members who teach additional classes d0 Td[(L)2r5.8 (i (a)11.11A

opportunities shall be made known in a timely manner. Department chairs, in conjunction with the dean, shall assign these course assignments according to the needs of the department and college. Once assigned, courses may be canceled by the college for reason of insufficient enrollment. Every effort shall be made to notify faculty of cancellations at least two weeks before the beginning of the term.

17.2

Compensation for bargaining unit members for teaching in the summer and J-term sessions shall be set on a per course basis. The minimum rate of compensation for a 3-credit or 4-credit course shall be equivalent to not less than 12% of the salary minimum of the rank for 1.0 FTE, irrespective of the Lecturer Faculty member's FTE status. Compensation for a 1-credit or 2-credit course shall be equivalent to 13 (e)-17eTc C

OAP 200/400	17.0%	21.0%	21.0%	25.5%
OAP 500/1000	13.0%	17.0%	17.0%	21.0%
OAP + HSA	7.0%	11.0%	11.0%	15.0%
Employer contribution to HSA	\$750	\$1500	\$1500	\$1500

Effective for plan years 2023-2027, the employee share of the premium equivalent will be as follows:

	EE	EE + S	EE + C	EE + F
OAP 300/600	17%	21%	21%	24.5%
OAP 1000/2000	12.5%	16.5%	16.5%	20%
OAP + HSA	7.5%	11.5%	11.5%	15%
Employer contribution to HSA	\$750	\$1500 ..	\$1500	\$1500

18.2.2 All medical plan options offered by USNH are subject to vendor-initiated changes in coverage, cost, and naming conventions. Where a vendor offers USNH a choice of medical coverage options, that choice shall be subject to negotiation between the UNHLU and USNH. If no agreement is reached within thirty (30) days of the first written notification to the Association,

18.5.1 Effective December 1, 2012 contribution levels for those hired or enrolled in retirement after July

18.8 Transition to Retirement

18.8.1. Any Lecturer Faculty member with 10 or more years of status service and is at least 59 1/2 years of age wishing to reduce their time status may apply to the Dean for approval to transition to full retirement.

18.8.2 The Lecturer Faculty member may reduce employment to be between 88-50%, but not less than

subsequently amended to comply with changes in federal or state law. The latter apply except when they differ from the policies outlined in this Agreement. If the leave is for a "serious health condition" as defined under the Family and Medical Leave Act (FMLA), or any other FMLA eligible reason, USNH policy *USY V.C. 19* applies. FMLA runs concurrent with relevant leaves, Workers' Compensation (*see 19.5*), and these UTime components: Sick Time, Family Leave (*see 19.4*) and Short-Term Disability.

19.2 UTime benefits provide paid Sick Time, Short-Term Disability, Family Leave, Bereavement Leave, and Long Term Disability coverage.

19.2.1 Socr

weeks from the initial date of absence due to total disability. This is intended to align with the twenty-six (26) week waiting period for Long Term Disability (LTD) benefits. At the end of the twenty-six (26) week period, the Lecturer Faculty member may transition to LTD if they have applied and been approved. If LTD is not approved and the Lecturer Faculty member does not return to work, their appointment ends at the end of the twenty-six, (26)

19.4 Family Leave. Lecturer Faculty may use up to a maximum of 10 days of accrued Sick Time per fiscal year for family leave during their appointment period. This leave may be used to replace salary for absence due to medical appointments, illness, or medical needs of an immediate family member; prenatal or post-natal care; for extended bereavement leave (19.2.4), and/or crime victim leave (see USY V.C.20.2). Those individuals considered immediate family include spouse, mother, father, stepparents, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother,

19.8.3 For purposes of annual review, or merit pay allocation, bargaining unit members shall be evaluated on the performance of duties assigned.

20.6 Criteria for Granting Pedagogical Development Leaves. All recommendations and decisions regarding the

hires, signed authorizations must be received from UNHLU- AAUP no later than 60 days following the first day of employment. Failure to provide a signed written authorization for the payroll deduction of membership dues shall result in UNH being unable to process payroll deductions.

- 22.4 Bargaining unit members wishing to change status from member to non- member may do so in September of each year by requesting and signing a new continuing payroll deduction authorization withdrawing the authorization to UNHLU-AAUP by the end of September each year.
- 22.5 When UNHLU-AAUP changes the amount of membership dues, it shall notify UNH. No new signed continuing payroll deduction authorization shall be required and the initial authorization shall contain a notification that the amount of the deduction is subject to change. Changes made to membership dues shall be made only in accordance with UNHLU-AAUP bylaws and applicable State and Federal law.
- 22.6 UNHLU-AAUP will notify UNH upon execution of this Agreement the amount of membership dues.
- 22.7 UNHLU-AAUP shall indemnify UNH for any and all damages, including reasonable attorneys' fees, that UNH may incur in connection with the enforcement of this Agreement.


Article 25
SAVINGS CLAUSE

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

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University of New Hampshire
Lecturers United – AAUP

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By: 
Wayne E. Jone
Provost and Vice
University of New

