

Collective Bargaining Agreement

USNH Board of Trustees

University of New Hampshire

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University of New Hampshire Law Faculty Union – NEA

July 1, 2020 – June 30, 2026

PREAMBLE

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

Members of the bargaining unit are subject to all USNH and UNH policies, whether or not referenced herein, except to the extent that any such policy conflicts with the CBAAtt0 G/gision fere

Article 1

Article 2
DEFINITIONS

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

Article 3
NON-DISCRIMINATION

- 3.1 Bargaining Unit Members shall not be discriminated against on the basis of, including but not limited to: sex; race; ethnicity; age; religion; color; marital status; sexual orientation; gender identity or expression; political affiliation, political belief, or lawful political activity; veteran's status; disability; national origin; citizenship; and membership or non-membership in the Association, or involvement in the Association activities, as long as any such status or activity is lawful.
- 3.2 Nothing in this article shall preclude UNH from complying with legal requirements for verifying employee authorization to work in the United States or to undertake other activities that are specifically permitted to employers by state or federal anti-discrimination laws.

Article 4
ACADEMIC FREEDOM

4.1

Article 5
MANAGEMENT RIGHTS

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

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

6.3.4 Exclusions. This policy is inapplicable to:

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

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

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

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

6.5 The University and bargaining-unit members will make every effort to maintain a professional academic environment that is free of intimidation and harassment of members of the University community. In the case of sexual or other discriminatory harassment, the requirements of federal or New Hampshire state law shall be the only determinants of the proper definition and extent of the term “harassment,” and the *UNH Discrimination and Discriminatory Harassment* and

Article 7
PERSONNEL FILES

- 7.1 The University shall maintain an official Personnel File for each member of the bargaining unit. The University and the Association understand the term Personnel File to mean the records of the employment relationship from application to termination. It does not contain documents that would normally be kept in Promotion and Tenure, Payroll, or Medical Files or other Employee Forms such as the I-9. It does contain letters of appointment, letters affirming promotion and tenure, evaluation letters and any documents potentially relevant to grievances or disciplinary action, except to the extent that such documents are not in final form, or are otherwise excluded from the definition of "Personnel File" under New Hampshire state law and regulations promulgated thereunder. This file shall contain any material that has or may be used to support any personnel action. Documents that make up the file may be stored in multiple locations, provided that there is one "formal" Personnel File that contains all of the information noted above. The Personnel File is intended to document information for legitimate uses by the University, to maintain documentation required by law, and to protect the bargaining-unit member's due-process rights.
- 7.2 A faculty member shall have full access to all materials in his/her official Personnel File. Requests shall be made in writing to UNH Human Resources, and the faculty member shall be promptly furnished with copies of any Personnel File content.
- 7.3 Any material in the official Personnel File which the faculty member can demonstrate to the University's satisfaction or to the satisfaction of an arbitrator to be inaccurate or untrue shall be immediately removed, and all copies destroyed.
- 7.4 If a faculty member disagrees with any of the information contained in his/her Personnel File, and the faculty member and the University cannot agree upon removal or correction of such information, or if an arbitrator does not order the information removed, then the

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

Article 8
APPOINTMENTS

- 8.1 A bargaining-unit member is classified in one of the faculty types listed in articles 8.2, 8.3, 8.4, and 8.5.

- 8.2 Tenured
 - 8.2.1 Tenured bargaining-unit members are those who have achieved tenured status in accordance with this or a previous CBA, were appointed with tenure, or who achieved tenure prior to the merger between UNH and the Franklin Pierce Law Center. Tenured faculty serve an annual nine-month term and are eligible for

8.4.3 Alternative-security-track bargaining-unit members are those who have been appointed on initial contract(s) or retained following a third-year review and who are anticipated to achieve alternative security within six years of initial hire. On initial appointment, alternative-security-track bargaining-unit members shall be appointed at the rank of Assistant Clinical Professor of Law. The operating title of this position is Assistant Professor of Law and Director of [program or clinic name]. After a successful third-year review in accordance with Article 13 or when a bargaining-unit member has comparable faculty experience at another school, an alternative-security-track bargaining-unit member shall be appointed at the rank of Associate Clinical Professor of Law. The operating title of this position is Associate Professor of Law and Director of [program or clinic name].

8.4.4 Legal clinicians are appointed on an annual, twelve-month term. If a clinic is eliminated, the clinical faculty position associated with it will be eliminated, andP dJETQq0.0000

Article 9
WORKLOAD

9.1 Workload Policy

9.1.1 Faculty workloads are determined by the University and shall take into account teaching, scholarship, and service as those terms are defined this Article.

9.1.2 Faculty members can be most effective if there is reasonable flexibility in determining the manner in which they carry out their responsibilities. At the same time, the Dean must have the ability to manage and adjust to curricular andpe -flrric

- 9.2.2.3 Preparation and submission of statutes, regulations, briefs, judicial opinions, and written reports and studies to and for governmental agencies and non-governmental organizations; and
 - 9.2.2.4 Journalism, continuing legal education, and public information and education.
 - 9.2.2.5 Notwithstanding the definition of scholarship in 9.2.2, an individual faculty member's scholarship may not consist completely of social media posts or the like.
- 9.2.3 “Service” means participation in governance of the program of legal education, the law school, and the university; service to the law school and university community; service to the legal academy and profession; and public service and outreach, as more fully set forth below:
- 9.2.3.1 Participation in the governance of the program of legal education, the law school, and the university includes serving on law school and university standing and ad hoc committees (such as accreditation self-study committees or strategic planning activities); serving in administrative roles such as program director or chair; and other shared governance activities of the law school and the university.
 - 9.2.3.2 Service to the law school and university community may include advising students/student organizations, conducting legal 792 rb0 in

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

9.2.4 Although faculty workloads are determined by the University according to section

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

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

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

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

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

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

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

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

⁴ Includes 2 units for summer professional practice.

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

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

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

9.4 Teaching Assignments

- 9.4.1 The slate of courses to be offered each year shall be determined by the Dean and Associate Dean in consultation with the faculty as a whole.
- 9.4.2 In making faculty teaching assignments, t

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

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

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

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

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

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

9.5 Online Courses

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

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

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

Article 10
CONSULTING AND CONFLICT OF INTEREST

- 10.3.1.1 The activities should sustain or improve his/her own professional prestige.
- 10.3.1.2 The activities should be within the professional competence of the faculty member and in compliance with federal and state regulations.

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

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

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

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

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

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

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

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

10.6 Appropriation of Institutional Service or Business Opportunities

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

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

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

Article 12

TENURE AND TENURE TRACK: PROMOTION CRITERIA AND PROCESSES

12.1 Scope

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

12.2 Mandatory Tenure Decision

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

12.2.2 The University shall not S2hallott792 reWdrA PQq0.00000912 0 612 792 reWnBT0 G/F1 12d of

12.2.4 Any year of less than full-time service shall not count toward determining the

Outside Indicia of High-Quality Scholarship: The Tenure Review

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

Solicited Comments from Students: The Tenure Review Committee should solicit comments from students who have been advised or

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

- 12.10.4 The Provost shall evaluate all cases. If the Provost is likely to issue a negative recommendation concerning tenure, then he or she shall consult with each of those among the following who may have recommended positively: the Tenure

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

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

12.11.4.1 No outside reviews of scholarship are required.

12.11.4.2 The Review Committee shall consider both past service contributions of the candidate and the candidate's aspirations for future service contributions, for instance as she or he becomes better established within the community.

12.11.4.3 The Review Committee shall pay particular attention to the candidate's potential for growth in all areas of the tenure criteria and to any areas of potential concern during the candidate's later tenure review, with the goal of providing constructive feedback to enable the candidate to correct any concerns before tenure review.

12.11.4.4 Teaching observations will occur during the candidate's first two semesters of the candidate's third academic year of service.

12.11.4.5 The timing of faculty voting and submission of the candidate's final case state

Article 14
LECTURERS: PROMOTION CRITERIA AND PROCESS

14.1

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

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

15.4 The Post-Tenure Review Committee shall be an ad hoc committee consisting of three

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

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

Article 16
SALARY

16.1 Minimum Salaries

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

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

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

16.4 Extraordinary Salary Increases

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

16.5

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

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

16.7 Professional Development Accounts

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

Article 17
BENEFITS

17.1

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

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

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

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

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

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

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

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

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

17.8 Transition to Retirement

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

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

17.8.2 The bargaining-unit member must reduce employment to part-time (not to exceed 50 percent time). The bargaining-unit member's salary base will be pro-rated based on the percent time of employment. Participating facETQq0.0vt entitled to the same

Article 18
LEAVES OF ABSENCE

18.1 Preamble. The intent of this article is to describe leave of absence policies applicable to bargaining unit members that differ from USNH benefits described at

18.2.2.4

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

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

Should fewer than two PDLs be granted in a given year, the unused PDL(s)

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

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

18.11.7.2 Documented preparation for the proposed project(s).

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

18.11.7.4 Anticipated outcomes.

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

18.12 Personal Time For Fiscal Year Faculty

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

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

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

18.12.4 Personal Leave Use. Fiscal year bargaining unit members should use vacation leave in increments of one-

18.12.5 Leave Usage. Supervisors are required to grant earned leave requests at times mutually agreeable to the supervisor and the fiscal-year bargaining unit member.

18.12.6 Personal Leave Payout at Termination Including Retirement. Personal leave days may not be used to extend employment beyond the last day of work unless a fiscal year faculty member will be a USNH Retiree (as defined in USY V.C.9.2.1) in which case up to 10 vacation leave days may be used to extend employment from the last day of active service to the effective date of retirement (USY V.C.9.1.1.1). All unused vacation days (up to 30 days) will be paid to the faculty member (or their estate in the case of the faculty member's death). Fiscal year faculty members laid off may leave personal leave intact pending recall.

18.12.7 Personal Leave at Layoff or Leave. Fiscal year bargaining unit members may leave accumulated personal leave intact pending recall if the nature of their absence from employment is layoff. In cases of unpaid leaves of absence, unused vacation leave will be carried forward through the period of the leave. If the employee does not return to work, any unused personal leave will be paid at termination, up to 30 days.

18.13 Benefits. Benefits deductions will continue to occur during any paid leave. For unpaid

Article 19
TERMINATION OF EMPLOYMENT

19.1 Non-Reappointment

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

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

one year or less: notice by March 1

greater than one year but less than two: notice by December 15

equal to or greater than two years: notice tP 7wrs: notiuve[0 FnBT0 G/F 4t3(c)14(ur)13(i)8(t

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

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

19.2.2.1 Conference with appropriate administrators; normally the Dean and Associate Dean of the Law School. Case may be resolved by mutual agreement, dismissed, or referred to the Professional Standards Committee of the Faculty Senate.

19.2.2.2 The Professional Standards Committee informally inquires into the situation, attempts to mediate a mutually agreeable resolution, and, if no resolution is reached, makes a recommendation to the President regarding whether the President should pursue the case. The Committee shall present its recommendation to the President within twenty calendar days of the date on which the matter was referred to the Committee.

19.2.2.3 The President will inform the faculty member in question and the Association of their decision in writing within fourteen calendar days of receipt of the recommendation from the Professional Standards Committee, or if the time limit specified in 19.2.2.2 has passed without a recommendation from the Committee.

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

19.2.4 If the President decides that dismissal or suspension without pay is warranted, the bargaining-unit member shall have fourteen calendar days to file a grievance under Article 20, Grievance and Arbitration, of this Agreement, once the

19.3 Dismissal and Suspension Without Pay for Alternative-Security Tr

19.4 Programmatic Displacement Leading to Termination⁸

19.4.1

administrative positions where appropriate.

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

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

Article 20
GRIEVANCE AND ARBITRATION

20.1 Preamble

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

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

20.4 Step One: Initial Meeting

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

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

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

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

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

20.5 Step Two: UNH Provost Review

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

- 20.5.3 The Administration will have fourteen business days from the Step Two meeting to resolve the grievance presented and respond in writing to the Grievant and the Association. If these deadlines are not met, the grievance shall be deemed unresolved, and the Association may proceed to Step Three.
- 20.5.4 If the parties are able to reach a consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be

USNH/UNH policy or Past Practice have been violated, misinterpreted or misapplied. The arbitrator shall not have the authority to add to, amend, modify, nullify or ignore in any way the

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

20.7 General Provisions

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

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

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

Article 21
DUES DEDUCTION

Article 22
MEET AND DISCUSS

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

Article 23

NO STRIKE OR LOCK-OUT

- 23.1 The Association agrees that strikes are unlawful. The Association agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike, the Association agrees to use

Article 24
WAIVER

- 24.1 Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.
- 24.2 However, if either party has failed to assert or exercise rights under this Agreement for a period of time likely to lead the other party or any member of the bargaining unit to have acted in reasonable reliance on that failure, it shall notify the other party of its intent to return to strict adherence to the Agreement and shall take no action substantially prejudicial to anyone who acted prior to the notice based on a reasonable reliance on that failure.

Article 25
SAVINGS

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

Article 27
DURATION

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

University of New Hampshire Law Faculty
Union

By 
Ryanacca
Chief Negotiator, Law Faculty Union