

**COLLECTIVE BARGAINING AGREEMENT**

between

**USNH Board of Trustees**

**Keene State College**

and

**Keene State College Education Association**

*July 1, 2003 -- June 30, 2006*

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## PREAMBLE

This Agreement between the Board of Trustees of the University System of New Hampshire for Keene State College (hereinafter called the "College") and the Keene State College Education Association, an affiliate of the National Education Association of New Hampshire (hereinafter called the "Association") is made and entered into this 16<sup>th</sup> day of January, 2004, to set forth agreements reached between the College and the Association with respect to wages, hours, benefits and other conditions of employment for employees in the bargaining unit described in Article I, Recognition, which are effective July 1, 2003.

It is the intent of the parties to encourage harmonious relationships between the Faculty and the Administration, to promote the welfare of the student body, and to ensure continuation of the standards of excellence at Keene State College.

## **Article I**

### RECOGNITION

The College recognizes the Association as the exclusive bargaining representative for all full-time faculty members and librarians employed at Keene State College pursuant to the Public Employees Labor Relations Board certification in Case No. U-0601, February 23, 1978.

## **Article II**

### DEFINITIONS

- A. **Faculty Member** Any member of the bargaining unit except where otherwise limited.
- B. **KSCEA or Association** The Keene State College Education Association, affiliated with the National Education Association (NEA) of New Hampshire, its officers and agents.
- C. **College** Keene State College, the administration of Keene State College or the USNH Board of Trustees, its officers and agents.
- D. **USNH** University System of New Hampshire.
- E. **Board** USNH Board of Trustees.
- F. **PELRB** New Hampshire Public Employee Labor Relations Board.
- G. **DPEC** Department Peer Evaluation Committee.
- H. **FEAC** Faculty Evaluation Advisory Committee.
- I. **Library Faculty** Full time professional librarians, who are members of the bargaining unit.

## **Article III**

### MANAGEMENT RIGHTS

The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and, subject only to specific limitations in this Agreement, shall include but not be limited to the following:

- A. The right to direct employees; to determine qualifications, promotion and tenure criteria, hiring criteria, standards for work, curriculum; to grant sabbatical and other leaves, and to hire, promote, transfer, assign, retain employees in positions, award reappointments; and to suspend, demote, discharge or take other disciplinary actions against an employee for just cause;
- B. The right to relieve an employee from duty because of lack of work or other legitimate reasons, as stated in Article XIV, Retrenchment;
- C. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College's operations are to be conducted;
- D. The right to take such actions as may be necessary to carry out the missions of the College in case of emergencies (provided that the College shall subsequently negotiate the effects of such actions on terms and conditions of employment of bargaining unit members);
- E. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith;
- F. Notwithstanding the aforesaid rights, the College hereby agrees to consult with the KSCEA before converting any faculty position to PAT status.

#### **Article IV**

#### **ACADEMIC FREEDOM**

The parties agree to abide by the 1940 AAUP Statement of Principles on Academic Freedom. These principles can be summarized as follows:

- A. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, research, and publication. The College cannot fulfill its purpose of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and/or method.
- B. In the exercise of this freedom, the faculty member may discuss his/her own subject in the classroom; s/he may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. The College is obligated to protect and defend faculty members from pressure and harassment connected with their academic and scholarly work.
- C. In his/her role as citizen, every faculty member has the same freedoms as other citizens. However, in his/her extramural utterances s/he has an obligation to make every effort to indicate that s/he is not an institutional spokesperson.

Nothing herein shall be construed as an abridgment of rights guaranteed to the individual faculty member by the Constitution of the United States or the State of New Hampshire.

#### **Article V**

#### **FAIR PRACTICES**

The College and the Association agree not to discriminate against any faculty member because of race, color, sex, religion, marital status, national origin, disabilities, political affiliation, sexual orientation, or lawful political activity, veteran status or membership or non-membership in, or lawful activities on behalf of the Association.

The College and the Association agree to comply with the Age Discrimination in Employment Act of 1967, as amended, and applicable sections of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1992.

The College and the Association further agree that they shall not establish a residency requirement for faculty members.

## **Article VI**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

- A. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances.
- B. A “grievance” is any dispute or difference concerning the interpretation, application, or claimed violation of any provision of this Agreement, or any specific policy incorporated by reference into this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the KSCEA.
- C. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances.
- D. If a grievance is filed under this Article, neither the Grievant nor the Association shall file or process any unfair labor practice charge under RSA 273-A:5I(h) alleging that the Agreement has been breached by the College’s conduct giving rise to the grievance, or that such conduct is in any way objectionable under law.
- E. A grievance shall be considered to be formally filed when it is submitted to Step One of this procedure.
- F. General Provisions
  - 1. If a grievance is filed by the KSCEA, the KSCEA may initiate the grievance by filing immediately at Step Two.
  - 2. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.
  - 3. Failure by the Grievant at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the Grievant of the decision rendered at the last step.
  - 4. Failure by the College at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step. If the Step Two meeting does not take place within the time limits prescribed or within an extension of time mutually agreed upon; and if the failure to convene the meeting within such time limits is demonstrably the result of bad faith on the part of the College; and if the grievance is appealed to Step Three, the College will pay the full cost of the compensation and expenses of the Arbitrator. Any dispute over the identity of the party responsible for the failure to convene the meeting in a timely fashion will be resolved by the Arbitrator.
  - 5. The time limits in this Article may be extended by mutual agreement.
  - 6. Either party may choose to stop the clock for any grievance filed between the last day of classes of the Spring Semester and the first day of the next academic year. The clock shall resume on the first day of the academic year.
  - 7. Any reference to “days” shall mean calendar days, unless otherwise specified.
  - 8. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject however to the final decision on the grievance.

## G. Procedure

### 1. Informal Consultation

The Grievant shall attempt to solve his or her grievance speedily and informally by meetings between those directly affected.

### 2. Step One - Grievance Consultation

If this informal discussion has failed to achieve a satisfactory resolution of the differences, the Grievant may request a settlement meeting from the appropriate Divisional Dean or Library Director. The request for such a meeting must be made in writing, with a copy to the KSCEA, and should be made as promptly as possible but in no case shall it be made more than forty-five (45) calendar days after the Grievant has become aware of, or reasonably could have known, the action(s) being contested. The submission should describe the basis of the grievance, the relevant facts, provisions of the Agreement alleged to have been violated, the adjustment sought and documents supporting the grievance. The discussion at this level should be open, informal and directed toward developing a mutually acceptable resolution of the grievance. At his/her option, the Grievant may be accompanied at all such meetings by a representative of the KSCEA. The Dean or Director will have twenty-one (21) calendar days in which to resolve the dispute and notify the Grievant and the KSCEA of the status.

- a. Any resolution reached at this stage of the procedure will be non-precedent-setting and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.
- b. In the event both the KSCEA and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.

### 3. Step Two - Grievance Conciliation

If the problem is not resolved to the grievant's and the KSCEA's satisfaction during the Grievance Consultation, the grievance may be submitted to the VPAA.

- a. The grievance may be filed only after efforts to resolve the grievance at the Grievance Consultation have been exhausted and must be filed no later than ten (10) days following the Dean or Director's notification of the grievant and the KSCEA of the resolution, unless an extension of time for filing has been agreed upon between the grievant and the College.
- b. The VPAA will arrange a conciliation meeting to take place within thirty (30) calendar days of the receipt of a Step Two grievance; said meeting will include the grievant, a representative of the Association and representatives of the College appropriate to the problem to be addressed. The VPAA will distribute copies of the grievance filings to all participants.
- c. The Grievant, the KSCEA and the College have the responsibility to provide to the conciliation group documents which can be reasonably expected to contain evidence bearing on the case or which can be reasonably expected to lead to the discovery of such evidence. The college will coordinate the acquisition of such documents and prior to the initial meeting of the conciliation group, if possible. All documents shall be provided within fourteen (14) days after the initial meeting of the conciliation group. Additional relevant evidence not introduced at this Step may be introduced at Step Three.
- d. The conciliation group will meet to review the grievance and attempt to fashion a mutually acceptable resolution. The meetings shall be non-adversarial and each party will extend serious consideration to the views of the other parties. All parties will make available to the others all relevant documents and other evidence bearing upon the grievance.
- e. If the parties are able to reach consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be recorded in writing and will be implemented promptly and in good faith by all parties. If consensus cannot be reached this will be documented in writing.

- i. Any resolution reached at this stage of the procedure will be non-precedent setting (except as noted in G.3.e.ii. below) and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.
- ii. In the event both the KSCEA and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.

#### 4. Step Three - Arbitration

- a. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for settlement under the Arbitration provisions of this Article.
- b. An appropriate grievance as specified in Section B of this Article may be brought to arbitration by the Association only if written notice is served on the College within thirty (30) calendar days of the written documentation of failure to reach consensus at Step Two.
- c. Arbitration shall be conducted by an impartial Arbitrator mutually chosen by the parties. At the option of either party, a Board of Arbitration will be appointed instead, consisting of one (1) representative selected by the KSCEA, one (1) representative selected by the College, and an impartial Chair mutually chosen by the parties.

The procedure for arbitration will be as follows:

- i. An Association representative and a College representative shall communicate promptly to choose an Arbitrator but no later than ten (10) calendar days from the date of the demand for arbitration. The American Arbitration Association shall serve as the administrator for the parties. If no selection can be made within such ten (10) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Rules of that Association.
  - ii. If the College contends at the hearing that the grievance under consideration does not raise an arbitratable issue, and the College has explained its position to the Association at least thirty (30) calendar days prior to the hearing, the Arbitrator or the Board of Arbitration shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitratable issue has been presented. If the Arbitrator or a Board of Arbitration decides that the issue or issues are arbitratable, then the Arbitrator or Board shall have the authority to further hear and determine the merits of the grievance.
  - iii. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
  - iv. When a Board of Arbitration is used, the decision of a majority of the Board shall be the decision of the Board of Arbitration. Neither the Arbitrator nor any Arbitration Board shall have the power to add to, subtract from, modify, or disregard any of the provisions of this Agreement, nor shall the Arbitration or any Arbitration Board substitute their judgement for that of the College with regard to any grievance based upon a challenge of management right, subject to the provisions of this Agreement. In deciding a case before them, an Arbitrator or any Board of Arbitration may review whether or not the College has met a specific standard delineated in the Agreement alleged to have been violated.
  - v. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator or the impartial Chair of any Board of Arbitration shall be borne equally by the parties.
- d. Both parties agree to abide by the decisions of the Arbitrator or the Board of Arbitration but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator or the Board of Arbitration. Any appeal shall be filed within thirty (30) days of notice of the arbitration decision.

- e. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

## **Article VII**

### **PERSONNEL FILES**

- A. A personnel file exists as a record of an individual's personnel history, achievements, and contributions to the institution. The uses to which this file is put are important to the faculty member as well as the System. For this reason, personnel files are highly personal and confidential records, and it is important for the faculty member to know what is in his or her file. Authorized personnel and the faculty member determine the content of these files and both may be users of them. ("Authorized personnel" includes those designated by the institution and by the University System.)
- B. All materials within the personnel file, following enactment of this policy, are available for inspection and copying by the individual concerned, with the following exception: materials solicited prior to employment, such as letters of recommendation and files from previous institutions or employers. The individual unit member may make copies of any materials in his/her file at the applicable college rate.
- C. Unsolicited letters, comments or complaints about faculty behavior may or may not end up in the personnel file. Once a complaint has been received, discovery of the merits of the complaint, education of the faculty member, and protection of the complainant are the highest priorities. The faculty member shall be informed within thirty (30) days of such a complaint. Complaints shall be discussed between the Divisional Dean and the faculty member. In the case of fear of retaliation, protection of a student complainant shall require Divisional Dean discretion and anonymity until the end of the semester. If the complaint is found to have substantive merit, then a written complaint shall be placed in the personnel file in accordance with the provisions of this Article. An individual shall have the right to respond to any materials placed in the personnel file, and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an individual's performance or related to any suspension, discharge or other disciplinary action against an individual shall be placed in the personnel file until the individual has been given a copy or notified of the material.
- D. Third parties are not entitled to inspect files. Information available to third parties is limited to name, position, salary and length of time of University System employment. (A third party is defined as a person or group other than the staff member, his/her designee, or an appropriate official of the University System or institution.) Officials of federal or state agencies may have access to personnel files only with a court order or by approval of the System legal counsel in accordance with federal or state regulations. If such access is authorized, each individual so affected will be informed.
- E. The personnel file shall include only pertinent materials and the file is subject to the above conditions. The personnel file is maintained by the campus Human Resource Office. Special files or other materials shall not be kept. Letters of caution, commendation, consultation and reprimand are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Should an individual desire to have materials removed from the personnel records which s/he feels to be incorrect or no longer relevant, s/he has the right to request removal. Such a request for removal shall not be unreasonably denied.
- F. Medical records, including mental health records, shall not be part of the employee's regular personnel file. Review of medical records, including mental health records, shall be limited to the necessary benefit administration personnel and the Vice President for Academic Affairs. Any other access shall be only with prior approval of the employee and/or in accordance with Section D of the Article.
- G. No part of this policy shall be in violation of RSA 91-A, New Hampshire's "Right to Know" Law or RSA 275:56. Should new statutes become effective with regard to personnel files and records, the University System will react appropriately to comply with those statutes and will notify all personnel accordingly.

## Article VIII

### EVALUATION PROCEDURES

The evaluation of the professional activities of all faculty in a public institution of higher education is essential for the maintenance of academic and professional standards of excellence. The purpose of faculty evaluations shall be to enhance the improvement of individual professional performance and to provide a basis for various personnel decisions. The parties have created guidelines for promotion and tenure and recommendations for promotion and tenure files. These are included in the faculty manual.

A comprehensive system for faculty evaluation effectively considers materials from students, peers, the immediate academic supervisor and from the faculty member himself/herself.

Faculty evaluations will include: A performance evaluation process for the purpose of professional improvement and contract renewal, and an evaluation process for promotion and tenure. Performance evaluation and recommendations for tenure and promotion in rank will be based on consideration of the following criteria:

- Teaching effectiveness
- Scholarship and related professional activity
- Service to the College

The evaluation for promotion and tenure will utilize the performance evaluations as part of the materials reviewed. Evaluations of a junior faculty member shall address progress toward meeting criteria for tenure and shall address progress toward meeting criteria for promotion for those who plan to apply for promotion as indicated in section A.1.e below.

#### A. Performance Evaluation

1. Each academic year the Divisional Dean or Library Director will submit a written performance evaluation for each faculty member in his/her Division scheduled for review to the Vice President for Academic Affairs, with any appropriate recommendation of various personnel decisions. DPEC recommendations and a copy of the individual's Annual Information and Self-Evaluation will be included with the evaluation materials forwarded to the Vice President.
  - a. For faculty in their first year of appointment, an evaluation will be conducted at the end of the first and second semesters.
    - i. The DPEC shall meet with the faculty member by the end of the second month of his/her first semester to discuss teaching and to specify materials and dates for a first semester evaluation. The DPEC shall conduct a formal evaluation for the first semester which will be forwarded to the Dean by the fourth week of the second semester. After the receipt of the DPEC evaluation, the Dean shall do a formal written evaluation.
    - ii. At the end of the second semester a second formal evaluation shall be conducted.
  - b. For untenured faculty (after the first year), formal annual evaluations shall be conducted at the end of the spring semester.
  - c. Tenured faculty who are to be reviewed will be reviewed in the fall semester.
  - d. Annual and semi-annual reports shall have developmental and evaluative goals. Clear statements assessing progress toward promotion and tenure serve the best interests of both the faculty member and the College. DPEC may recommend non-renewal.
  - e. Tenured assistant and associate professors who plan to apply for promotion to the next highest rank shall be evaluated every two (2) years. All other tenured faculty shall be evaluated once every five (5) years. A rotating schedule for this process will be established by each

department in consultation with its Dean. However, tenured faculty applying for promotion must have requested to be evaluated within the last two (2) years prior to application.

- f. A faculty member or Divisional Dean or Director may initiate the evaluation process for any year in which the faculty member is not scheduled for a performance evaluation.
  - g. All faculty are required to complete and submit the Annual Information and Self-Evaluation report at the end of each academic year. The completed form becomes a part of the faculty member's personnel file.
2. The evaluation process begins with the individual faculty member, who is responsible for keeping and providing to DPEC complete and accurate records of all activities related to his/her professional growth and development, including copies of all previous DPEC reports. The information shall also be summarized in the annual Faculty Self-Evaluation Report which is submitted to the Divisional Dean or Director.
  3.
    - a. Each September each department shall select a peer evaluation committee (DPEC) for each faculty member to be evaluated. For departments having more than one faculty member to be evaluated, more than one DPEC may be selected. The size and composition of the committee(s) and the manner of selection of the members and Chair shall be determined by the members of each discipline. A faculty member shall have the right to request that one colleague not serve on his/her DPEC. The remaining DPEC members shall choose a replacement. A faculty member may designate a bargaining unit member from another discipline to serve as a member of his/her DPEC for the purpose of conducting a more comprehensive evaluation.
    - b. Each department shall operate under the Guidelines and Procedures for DPEC Evaluations which the KSCEA shall issue with each contract (See KSC Faculty Handbook). These Guidelines shall provide minimum procedures that each DPEC shall follow in order to ensure a full and fair deliberation of a faculty member's case. Nothing in the Guidelines shall contravene any provision of this Agreement. The Guidelines should address procedural issues only and are not intended to address evaluative criteria, standards of review, the weight to be given to criteria or other substantive matters.
  4. The following departments shall be recognized for the purpose of peer evaluation, including the establishment of guidelines and assignment of Chairs.
    1. *Art*
    2. *Biology*
    3. *Chemistry*
    4. *Communications/ Philosophy/ Journalism*
    5. *Computer Science*
    6. *Economics/ Political Science*
    7. *English*
    8. *ESEC*
    9. *Film*
    10. *Geology*
    11. *Geography*
    12. *History*
    13. *Health Sciences*
    14. *Library*
    15. *Management*
    16. *Mathematics*
    17. *Modern Languages*
    18. *Music*
    19. *Physics*
    20. *Physical Education*
    21. *Psychology*
    22. *Sociology/ Anthropology*
    23. *Technology, Design, & Safety*
    24. *Theatre/ Dance*
  5. The Divisional Dean or Director will inform each Chair of the deadline for submission of committee evaluations, which are advisory in nature. A DPEC report should be substantive and specific in addressing the faculty member's performance. In annual evaluations, as opposed to tenure and promotion evaluations, an important goal is faculty development; therefore, documented weaknesses should be accompanied by suggestions for improvement.

6. Before the Divisional Dean's or Director's consideration of the individual faculty member's materials, the faculty member being evaluated has two additional options:
  - a. In the extraordinary event that DPEC fails to present a report by the deadline, the faculty member may, within the next two weeks, add up to three individual evaluation letters from department colleagues to his/her materials.
  - b. The faculty member being evaluated will sign the DPEC report to indicate awareness of the content. To the extent that the faculty member disagrees with the DPEC report s/he may attach a statement of disagreement.
7. In making his/her evaluation and recommendations, the Divisional Dean or Director will consider the DPEC reports, course syllabi, student evaluations, his/her assessment of teaching effectiveness, scholarship and related professional activity, service to the College, and academic advising in the development of the overall performance evaluation. The faculty member shall be provided a copy of, and have the opportunity to respond to, any material used in DPEC deliberations that s/he did not submit. If the Divisional Dean or Director disagrees with the DPEC report, his/her report shall explain why.
8. Each faculty member shall be apprised of his/her evaluation and the Divisional Dean's or Director's recommendations during an individual conference before the evaluation report is submitted to the Vice President.
9. A copy of the performance evaluation shall be placed in the faculty member's personnel file with all pertinent documentation.
10. It is expressly understood that neither the Association nor any faculty member may file a grievance under Article VI regarding any action of DPEC or any faculty committee under this Section.
11. Upon the recommendation of the Vice President for Academic Affairs, the President shall make final decisions on personnel matters arising from performance evaluations.
12.
  - a. Performance-based non-renewal decisions will be based upon consideration of the three criteria of teaching effectiveness, scholarly and related professional activity, and service to the college. Such decisions may also include a consideration of the disciplinary record of the faculty member.
  - b. A non-tenured faculty member who is notified of non-renewal of contract may grieve the decision based upon allegations that the procedure for non-renewal has been violated or that there has been a violation of Article V, Fair Practices, or that the decision was arbitrary or capricious. However, only a faculty member with more than two years of service at the College may have an arbitrator review whether or not the decision was arbitrary or capricious.

#### B. Evaluation for Promotion and Tenure

1. By June 30 before each contract year, the Vice President for Academic Affairs will inform those faculty who are eligible for promotion and/or tenure as defined in Articles IX and X. A copy of this notice will be sent to the Chair of the Faculty Evaluation Advisory Committee (FEAC) and to the Chairs and Deans. The Vice President will inform each of these faculty members of the promotion and tenure review timetable and FEAC will inform the faculty members of the materials it requires for review.
2. Procedures described in VIII.A.2-8 shall also apply to tenure and promotion evaluations performed by DPECs.
3. Individuals to be considered for tenure and/or promotion must inform their Chair and Divisional Dean or Director before September 15 of the year in which they will be considered. The Dean or Director shall in turn provide the department with a list of the announced candidates and shall remind them of their responsibilities and deadlines.

4. The faculty member shall submit his/her materials for consideration for tenure and/or promotion to DPEC. After the faculty member receives a copy of the DPEC recommendation, s/he may withdraw the application within seven (7) calendar days. If the application is not withdrawn by this deadline, the review process will go forward to completion.
5. The file and the DPEC recommendation will be made available to the Divisional Dean or Director, who will write a separate recommendation and forward it to the Vice President for Academic Affairs. FEAC will consider the file and DPEC recommendations and make its summary written recommendation available to the Vice President for Academic Affairs with the complete file. A copy of each recommendation will be sent to the individual faculty member when it is forwarded. In cases where the FEAC and the DPEC have disagreed in their final recommendations on a candidate, the Vice President for Academic Affairs will convene a meeting of representatives of the DPEC and the FEAC, along with the appropriate Division Dean (who must also have given his or her recommendation) to discuss the candidate's application. This meeting will occur without the candidate being present. This meeting will be held to assist the VPAA in arriving at his or her own independent recommendation and to allow a sharing of viewpoints among DPEC, the Dean and FEAC for the sake of improving the future evaluation process.
6. FEAC shall be composed of five (5) tenured faculty members from the upper three (3) ranks in accordance with a selection process determined by the total faculty. The Committee shall operate under the Guidelines on Procedures for FEAC Evaluations which KSCEA shall issue with each contract (See KSC Faculty Handbook). These Guidelines shall provide the minimum procedures that FEAC shall follow in order to ensure a full and fair deliberation of a faculty member's case. Nothing in the Guidelines shall contravene any provision of this agreement. The Guidelines should address process issues only and are not intended to address evaluative criteria, standards of review, the weight to be given to criteria or other substantive matters. Each FEAC is free to supplement such Guidelines should it deem it necessary provided it is in a manner consistent with the Guidelines.
7. The Vice President for Academic Affairs will inform FEAC of the deadline for submission of FEAC's recommendations, which are advisory in nature. If these are not submitted by the stipulated deadline, the College will proceed without committee input. The faculty member's personnel file will be available for review by FEAC.
8. The College shall not arbitrarily reverse FEAC recommendations on promotion and tenure.
9. It is expressly understood that neither the Association nor any faculty member may file a grievance under Article VI regarding any action of the FEAC or any other faculty committee under this Section.
10. Recommendations for tenure will consider the program and enrollment needs of the College as addressed in Article XIV, Retrenchment.
11. The Vice President for Academic Affairs will give his/her recommendations regarding promotions and tenure to the President of the College for review before transmittal to the Board of Trustees for final consideration. A copy of the Vice President's recommendations will also be given to the faculty member and to the Chair of FEAC.

## **Article IX**

### **RANK QUALIFICATIONS AND CRITERIA**

- A. The following full-time faculty ranks will be recognized:
  1. **Instructor:** The initial academic rank for full-time faculty appointments for those who have made some progress toward completion of formal advanced study appropriate to their field or other relevant experience;
  2. **Assistant Professor:** S/he shall have completed the terminal degree appropriate to his/her field;

3. **Associate Professor:** S/he shall have completed the terminal degree appropriate to his/her field. Shall have a consistent record of successful teaching, of conscientious service to the college community, and of scholarly activity or professional involvement;
  4. **Professor:** S/he shall have completed the terminal degree appropriate to his/her field. Shall have a consistent record of significant professional growth across the areas of successful teaching, conscientious service to the college community, and scholarly activity or professional involvement.
- B. By agreement at the time of appointment and upon recommendation of FEAC, the Vice President for Academic Affairs may accept substantial appropriate professional achievement and/or professional certification in place of the terminal degree in certain fields. Such substitutions are anticipated to be rare relative to appointments normally made to the ranks of Assistant Professor, Associate Professor and Professor.
- C. All faculty tenured as of September 1, 1984, who have met the relevant time-in-rank criteria are eligible to be considered for promotion based on an evaluation of their teaching, service, and scholarly and professional performance.
- D. For library faculty, full-time employment in an appropriate library setting will be considered in lieu of collegiate teaching experience.
- E. Periods of Service
1. After the initial appointment at Keene State College, except as modified by E.2. below, faculty members may apply for promotion during the academic year in which they complete the following minimum periods of service at Keene State College:
    - a. From Instructor to Assistant Professor: Promotion from Instructor to Assistant Professor will be recommended by FEAC and the Vice President for Academic Affairs upon official evidence of completion of the terminal degree;
    - b. From Assistant Professor to Associate Professor: Five (5) years;
    - c. From Associate Professor to Professor: Five (5) years.
    - d. One year of credit toward promotion to associate professor will be awarded for each year of service as an instructor at Keene State College, up to a maximum of two years.
  2. By agreement at the time of appointment, previous appropriate full-time service at other institutions of higher education shall be considered in meeting a portion of the above minimum time-in-rank criteria. Such substitutions are anticipated to be rare, relative to appointments normally made to the ranks of Assistant Professor, Associate Professor and Professor. The maximum credit toward time-in-rank will be one (1) year for those appointed at the instructor rank and two (2) years for those appointed at the assistant or associate ranks.
  3. The Vice President for Academic Affairs may seek a recommendation from the FEAC and/or DPEC regarding a candidate's experience and credentials in determining qualifications for appointment to a given rank.

## **Article X**

### **CONTRACTS AND TENURE**

- A. The pre-tenure period at Keene State College for all faculty shall be a minimum of four (4) years in addition to previous full-time service as instructor or higher at other accredited institutions of higher learning, even if the total full-time service in the profession thereby exceeds seven (7) years.
1. Faculty members shall receive one-year contracts for their first six (6) years at the College, in accordance with other provisions of this Agreement.

- a. After no more than six (6) years of full-time service, a faculty member will be granted tenure or notified that his/her appointment will not be renewed at the end of the seventh year.
  - b. Instructors are not eligible for tenure.
- 2. By agreement at the time of appointment to a tenure-track line, previous, appropriate full-time service at other institutions of higher education, or non-tenure track faculty service at Keene State, shall be considered in meeting a portion of the above minimum pre-tenure period.
  - a. The Vice President for Academic Affairs will credit service at the rate of one (1) full year of college teaching outside Keene State College for one (1) year's time toward tenure.
  - b. The maximum credit toward time-in-rank will be one (1) year for those appointed at the instructor rank and two (2) years for those appointed at the assistant or the associate ranks.
  - c. Faculty meeting the time-in-service criterion may be considered for tenure prior to their sixth year at the College.
- B. During the faculty member's sixth year, s/he will be reviewed for tenure, in accordance with the provisions of the Evaluation Article.
- C. A faculty member will be reviewed for tenure only once.
- D. Faculty members who receive tenure shall not be terminated except for just cause, which shall be defined in accordance with AAUP standards for tenure.
- E. Notice of non-reappointment of a faculty member shall be given in writing, sent certified mail with return receipt requested, according to the following schedule:
  - 1. Faculty with less than two (2) years of service may be given one (1) semester's notice of non-renewal. The notice must be postmarked no later than January 10 or July 1.
  - 2. Faculty with two (2) or more years of service shall be given at least two (2) semesters' notice of non-renewal. The notice must be postmarked no later than January 10 or July 1.
  - 3. A faculty member who has received a notice of non-reappointment may request and shall be given an oral statement as to the reason(s) for the non-reappointment. Upon request, the reasons given orally will be provided in writing.

## **Article XI**

### **FACULTY WORKLOAD**

- A. It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the College.
- B. Customary Teaching Assignments
  - 1. For all full-time teaching faculty, the normal teaching assignment shall be twenty-four (24) academic credit hours for the academic year.
    - a. Normally, twelve (12) academic credit hours will be assigned in any one (1) academic semester.
    - b. Laboratory, studio, clinic and activity courses shall be equated on the basis of two (2) contact hours per week being equal to one (1) academic credit hour; however, in no instance will contact hours per academic year exceed thirty-six (36) hours, unless this maximum limit is waived by an individual faculty member.

2. Preparations

- a. No more than three (3) preparations per academic semester shall be assigned to a faculty member. Appropriate adjustments will be made for laboratory, studio, clinic, activity, performance groups and team taught courses which are offered for only a portion of a semester or are related to other lecture preparations.
  - b. Student teaching supervision or internship supervision will not be counted as a preparation.
  - c. In a team teaching situation, each teacher will be credited with a preparation.
- C. From time to time, faculty may be assigned coaching or related duties in the College's intercollegiate athletic program.
- 1. When faculty are assigned to such duties, they shall be given credit in the total assessment of their workload for the year.
  - 2. It is further understood that these duties may also be assigned to non-unit personnel.
  - 3. Workload equivalents for faculty who coach intercollegiate sports shall be granted according to the following schedule:

<i><b>Sport</b></i>	<i><b>Credit Hour Equivalents</b></i>
<i>Basketball (M,F)</i>	<i>five (5)</i>
<i>Cross Country/Track (M)</i>	<i>three (3)</i>
<i>Cross Country/Track (F)</i>	<i>three (3)</i>
<i>Field Hockey (F)</i>	<i>three (3)</i>
<i>Skiing (M,F)</i>	<i>three (3)</i>
<i>Soccer (M,F)</i>	<i>twelve (12)</i>
<i>Softball (F)</i>	<i>six (6)</i>
<i>Swimming (M,F)</i>	<i>three (3)</i>
<i>Volleyball (F)</i>	<i>three (3)</i>

- a. When a single faculty member is assigned both the men's and women's team in a given intercollegiate sport, the appropriate credit hour equivalent will be arrived at through discussion between the faculty member and the Vice President for Academic Affairs.
  - b. Credit hour equivalents for coaching will be assigned to the faculty member during the time of the academic year when the sport season occurs.
  - c. If any other such sports assignments are added during the life of this Agreement, the appropriate equivalents shall be agreed to by the parties.
- D. From time to time faculty may be assigned coordination duties related to certain aspects of the academic program.
- 1. Coordination duties shall be granted credit hour equivalents according to the following schedule:

<i><b>Credit Hour Equivalents per Semester</b></i>	
<i>Student Teaching</i>	<i>six (6)</i>
<i>Theatrical Design</i>	<i>three (3)</i>
<i>Technical Theatre</i>	<i>three (3)</i>
<i>Freshman English</i>	<i>three (3)</i>

2. If any other such academic coordination duties are added during the life of this Agreement, the appropriate equivalent shall be agreed to by the parties.

E. Supervising of Student Teachers

1. Faculty members assigned to supervise student teachers shall receive three (3) academic credit hours for each six (6) students they supervise.
2. No one shall be assigned more than twenty-four (24) students during any one (1) semester.

F. Independent Study

When there is a regular course that a student needs, and such course is not offered, the college will, by prior agreement, authorize a paid independent study arrangement. In such case, the faculty member who supervises 3 credits of independent study for such course shall receive \$100.00.

G. Overload

1. Any additional assignment shall be designated overload.
  - a. Overload assignments may be scheduled according to department/divisional needs and with the consent of the faculty member, and shall result in either compensation as specified below or reduced workload in the subsequent semester.
  - b. For each academic credit hour above the normal 24 credit hour load, the faculty member will be paid according to the following schedule:

\$625 per credit hour for Instructors and Assistant Professors  
\$675 per credit hour for Associate Professors  
\$750 per credit hour for Professors

*Effective July 1, 2004, these rates shall be:*

\$650 per credit hour for Instructors and Assistant Professors  
\$700 per credit hour for Associate Professors  
\$775 per credit hour for Professors

*Effective July 1, 2005, these rates shall be:*

\$675 per credit hour for Instructors and Assistant Professors  
\$725 per credit hour for Associate Professors  
\$800 per credit hour for Professors

2. The need for overload assignments will be determined by the discipline with the consent of the faculty member and subject to the approval of the appropriate administrative officer.

H. Additional Reassigned Time

1. Options exist for faculty to be assigned or to apply for reassigned time. The potential purposes for reassigned time can be wide-ranging, but will normally be related to the three areas of teaching effectiveness, scholarship and related professional activities and service to the College. Applications for reassigned time must be made according to guidelines available from the Vice President of Academic Affairs. All individual or departmental/program requests for reassigned time, whether for a semester, year, or longer, must be submitted to the VPAA and may be approved at his or her discretion. All such reassignments will be documented in an appointment letter describing the assignment and its duration. The KSCEA President shall receive a copy of each letter of reassignment.

Examples of reassigned time include but are not limited to:

- a. A faculty member may apply for a one-course reduction in teaching load for the purpose of improving teaching. Only one such reduction will be granted every seven years.
  - b. A faculty member may be assigned, or may request, partial or full reassignment for purposes of leadership in a special role, for a special project or for coordination duties related to certain aspects of the academic program. Such administrative projects will be considered in the faculty member's overall workload for the year. However, it is understood that these duties may also be assigned to non-unit personnel.
  - c. A faculty member may request reassigned time for scholarship or research. When granted, such time will not be considered "significant College sponsorship" toward the development of any intellectual property developed during that time.
2. Chairs, coordinators or their designees will write a brief explanation, usually no more than one page, once every three years on all continuing reassigned time utilized by individual faculty or groups of faculty within their departments or programs. The first explanation will be due September 30, 2004. Chairs do not have to provide such explanations for the reassigned time they receive under this Agreement. The VPAA will send a list of those submitting three year reviews to the President of the KSCEA.
  3. The College and the KSCEA will decide by mutual agreement which reassigned time instances should be included in the contract.
  4. One course of reassigned time shall be granted to the Chairs of the Senate, the Academic Overview Committee, and the FEAC per year. The President of the KSCEA shall receive two courses of reassigned time per year. Two courses of reassigned time for the Fall semester only shall be given to the Curriculum Committee at least one of which will be given to the Chair of that Committee.

#### I. Office Hours

1. Faculty members shall maintain a minimum of three (3) office hours per week on three (3) different days per week during the regular semester.
2. Faculty will post and maintain their office hours and are encouraged to have evening office hours at least one (1) day per week to accommodate non-traditional students.

#### J. Academic Advising

1. Each bargaining unit faculty member shall be assigned no more than twenty-one (21) students for whom s/he will serve as the academic advisor of record.
2. The College may assign more than twenty-one (21) student advisees to a faculty member with his/her consent.

#### K. Librarians

1. It is recognized that the responsibilities of the faculty librarians are varied and depend upon the particular position held. Library responsibilities may include but not be limited to reference services, circulation services, technical services, selected teaching assignments in library subject matters, supervision of library staff employees and students, and activities that foster professional growth. As professional employees, the time devoted to such activities cannot necessarily be quantified in terms of a fixed number of hours per week.

It is also recognized, however, that the library must be appropriately staffed throughout the year in order to serve faculty and students and that consequently faculty librarians may be assigned specific hours of work in order to meet this requirement. Such staffing is the responsibility of the

Library Director who will exercise such responsibility through a collaborative process with faculty librarians, while retaining the right to make final assignments. In addition, the College may hire faculty librarians to work primarily evenings or weekends, provided such a schedule is agreed to at the time of employment

- L. Except when excused for appropriate reasons, faculty members on active appointment are expected to attend and participate in the following activities:

Fall Honors Convocation  
Commencement  
Up to two (2) general faculty meetings per academic year

- M. The teaching responsibilities and other duties of each faculty member as specified in this Article will be assigned by the Divisional Deans, subject to the approval of the Vice President for Academic Affairs.

- N. For each academic course taught by the faculty in the summer of 2004, the faculty member will be paid \$850 per credit. For courses taught in the summer of 2005, the faculty member will be paid \$900 per credit. For courses taught in the summer of 2006, the faculty member will be paid \$950 per credit.

- O. Department Chairs

1. Each of the departments listed below will have a department Chair for the purpose of facilitating communications and operations between and among the faculty and the divisional Deans. All department Chairs shall be full-time faculty.
2. Except in unusual circumstances, Chair duties shall be confined to the academic year. Such circumstances may include, but are not limited to, such activities as summer search committees, special equipment purchases, and the like.
3. Responsibilities:
  - a. Call, preside at and provide notes of faculty meetings.
  - b. Attend regular meetings of the Divisional Dean's Council, which consists of the divisional Dean and the Chairs.
  - c. Attend regular College-wide Chair meetings.
  - d. Respond to inquiries from prospective students regarding the academic programs.
  - e. Oversee the hiring of new faculty and ensure compliance with College policies and timely completion of the search and present hiring recommendations of the department to the administration.
  - f. Develop and manage the department budget within College guidelines.
  - g. Recommend faculty as department representatives and for service on College committees.
  - h. Represent the department in matters concerning the department.
  - i. Develop and monitor the teaching schedule for each semester and summer session to ensure that classes are offered in accordance with guidelines provided by the administration and meet the programmatic needs of students.
  - j. Organize and oversee departmental committees.
  - k. Oversee all curricular matters including, but not limited to, curriculum planning and program assessment.
  - l. Oversee the library acquisitions for the department allocation.

- m. Approve the transfer of courses for major credit, course substitutions, and waivers of major requirement, or appoint a designee to carry out such responsibilities.
- n. Participate in the evaluation of the administrative assistants as appropriate.
- o. Recommend the hiring and retention of adjuncts, and follow any evaluation responsibilities for chairs delineated in the collective bargaining agreement between the College and the Adjunct Association. (*See interpretative letter of understanding*). Chairs will be consulted on the evaluation system and shall recommend to the administration any changes to that system as part of the College's preparation for any renegotiations of the Adjunct Association collective bargaining agreement. Further, chairs will be aware of and follow the provisions of the Adjunct Association contract as it applies to them and, as part of the College's preparation for any renegotiations of the adjunct agreement, will be consulted as to suggestions for change.

*Interpretative letter of understanding*

The parties agree to the following interpretations of the chairs' evaluation responsibilities under the Adjunct Association collective bargaining agreement.

1. Chairs shall read and review the student evaluations of all adjuncts in their department each year but are not required to submit any written reports on such evaluations, except as may be required in performing the periodic formal evaluations provided for in Article 11 (G) and (H) of the Adjunct Association contract.
2. It will be the responsibility of the Divisional Dean to see that the student evaluations are collected from each adjunct and to maintain copies of such evaluations on file. The Dean's office will provide the chair with copies of all such evaluations for the chairs' review after they are collected at the end of each semester.
3. Chairs are responsible for receiving and reviewing the syllabi and all other written materials relating to performance that may be submitted by or about an adjunct faculty member or oral commentary or complaints. However, chairs are not required to submit any written reports about such materials except as may be required in performing periodic formal evaluations provided for in Article 11 (G) and (H) of the Adjunct Association contract.
4. Chairs will perform classroom observations of adjuncts upon the request of the adjunct. Chairs have the discretion to observe an adjunct's class whenever there is a concern about the adjunct's performance. Article 11 (F)
5. Chairs will follow the formal evaluation provisions of Article 11 (G) and (H) of the Adjunct Association contract

The parties also agree that, with regard to the evaluation of non-unit adjuncts in their first four semesters, no formal written evaluations or reports by the chair will be required. However, each chair will read and review any student evaluations, will review the performance of such adjuncts and will provide his or her recommendation to the Dean as to whether such an adjunct should be appointed to a fifth semester of work.

- p. Organize and oversee DPECs. Ensure that DPECs are convened; that appropriate deadlines are established and that DPEC reports are prepared and submitted in a timely way. In accordance with Article VII (A) (5), receive and review the DPEC reports to ensure that they reflect contract and DPEC guidelines and reflect consistent evaluation methods and standards.
  - q. Receive notice of faculty absences and sabbatical leave applications.
4. Chair of Library Faculty. The Chair of the library faculty will perform the following, and only the following, functions listed in Article XI, O.3 ~ Responsibilities of Department Chairs:
    - a. Call, preside at and provide notes of faculty meetings.

- b. Attend regular College-wide Chair meetings.
- c. Oversee the hiring of new faculty and ensure compliance with College policies and timely completion of the search and present hiring recommendations of the department to the administration.
- d. Recommend faculty as department representatives and for service on College committees.
- e. Represent the department in matters concerning the department.
- f. Organize and oversee DPECs. Ensure that DPECs are convened; that appropriate deadlines are established and that DPEC reports are prepared and submitted in a timely way. In accordance with Article VII (A) (5), receive and review the DPEC reports to ensure that they reflect contract and DPEC guidelines and reflect consistent evaluation methods and standards.
- g. Receive notices of faculty absences and sabbatical leave applications.

5. Eligibility and Selection

- a. Eligibility to be Chair: Any full time, tenured faculty member eligible to vote for a Chair in the department is eligible to be Chair after two (2) years of service in the department. No person may be elected or appointed Chair without his/her consent. Under exceptional circumstances, a nontenured faculty member may be elected Chair of the department.
- b. Voting members: Bargaining unit faculty. However, it is understood that a 60% majority of the bargaining unit faculty in any department may decide to allow other non-unit members the right to vote.
- c. The Chair is elected by a majority of the voting members of a department. This procedure applies to the election of interim or acting Chairs.

In the event there is no agreement in the department, the Vice President of Academic Affairs shall have the right to appoint an interim Chair for a period not to exceed six (6) months, provided, however, that the person shall not be an individual rejected by the voting members of the department. If at the expiration of this second period of time the department has still not agreed upon a new Chair, the Vice President of Academic Affairs, or his/her designee, will assume the Chair's functions for that department until such time as the department can agree upon and elect a Chair.

- d. The Chair shall be elected no later than the end of the Fall semester with an effective date of the appointment the upcoming July 1. The term of the Chair's appointment shall normally be two (2) years and normally with a limit of three (3) consecutive terms.

6. Removal of the Chair

Non-performance. When the department Chair is not properly performing his/her duties in accordance with this Article, the Vice President of Academic Affairs may remove the Chair from office. Prior to such a removal, the Chair shall be advised in writing of the reasons for the proposed removal, and shall have sufficient time to respond, in writing, to the Vice President of Academic Affairs prior to a final decision being made.

Recall. The majority of the voting members of a department may request that the Vice President of Academic Affairs remove the department Chair and the Vice President of Academic Affairs may, in his/her sole discretion, take such action. Only under exceptional circumstances would a Vice President of Academic Affairs not honor a majority vote of a department for the removal of a department Chair. The request from the majority of the voting members must be signed by those faculty members making the request, and must contain reasons for the request.

A copy of the removal request will be provided to the Chair, and sufficient time will be allowed for the Chair to respond, in writing, to the Vice President of Academic Affairs prior to his/her decision for removal.

When such action is taken by the Vice President of Academic Affairs, a special election must be held under the terms described above until the next regularly scheduled department election.

7. Evaluation of the Chair

Performing the duties of Chair shall be considered service to the College for purposes of promotion and tenure. Specific evaluations of Chairs (other than election and/or removal from office as described above) shall not be conducted.

8. Reassigned Time for the Department Chairs

See the following chart at the conclusion of Article XI.

9. Stipend

See the following chart at the conclusion of Article XI.

10. Additional Provisions

- a. Provisions will be made for each Chair to have adequate secretarial and copying help.
- b. Professional development opportunities and training of value to the Chairs will be encouraged by the Vice President's office.

Key for the following chart: (Computes in Departments; A = 0 to <6, B = 6 to <12, etc.)

**Stipends for Department Chairs (effective July 1, 2003)**

<i>Size</i>	<i>Faculty</i>	<i>Stipend</i>	<i>Reassigned Time</i>
A	0.00	1600	3
B	6.00	2400	6
C	12.00	3100	9
D	21.00	3500	12
E	26.24	3500	24
F	999.99	--	--

The Full Time Equivalent faculty (FTE) for each department was calculated using Fall 2002 data and will be used for the life of the contract.

<b>Department</b>	<b>FTEF (Fall 02)</b>	<b>Reassigned Hours</b>	<b>Stipend</b>
<i>Art</i>	18.75	9	\$3100
<i>Biology</i>	12.35	9	\$3100
<i>Chemistry</i>	7.00	6	\$2400
<i>Comm/J/P</i>	21.42	12	\$3500
<i>Computer Science</i>	13.00	9	\$3100
<i>Economics/Political Sci</i>	7.25	6	\$2400
<i>English</i>	24.25	12	\$3500
<i>ESEC</i>	26.67	24	\$3500
<i>Film</i>	7.25	6	\$2400
<i>Geography</i>	7.92	6	\$2400
<i>Geology</i>	5.17	3	\$1600
<i>Health Sciences</i>	11.25	6	\$2400
<i>History</i>	11.00	6	\$2400
<i>Library</i>	8.00	6	\$2400
<i>Management</i>	10.17	9	\$3100
<i>Math</i>	9.58	6	\$2400
<i>Modern Languages</i>	10.33	8	\$2400
<i>Music</i>	14.25	10	\$3100
<i>Physical Education</i>	9.92	9	\$3100
<i>Physics</i>	2.17	3	\$1600
<i>Psychology</i>	14.75	9	\$3100
<i>Sociology</i>	13.21	9	\$3100
<i>TAD</i>	10.08	6	\$2400
<i>TDS</i>	13.25	9	\$3100

## **Article XII**

### **WORK YEAR**

- A. For teaching faculty, the work year shall begin the Monday of the week before classes begin and shall end two (2) weeks after the final day of examinations for the spring semester.
- B. For library faculty, the normal work year shall be on a continuous year round basis.
  - 1. The exception shall be that, on an internally-established schedule approved by the Vice President for Academic Affairs, one (1) librarian per year shall be able to take a leave without pay for the period beginning three (3) weeks after the final day of examinations for the spring semester and ending one (1) week prior to registration for the fall semester.
  - 2. Library faculty vacation
    - a. Library faculty shall receive thirty (30) days of paid vacation per calendar year (January 1 to December 31). For this contract only, library faculty will accrue 2.5 days of vacation for each of the months prior to January 1, 2004 (i.e. July 2003 to December 2003) and they may carry over any vacation days unused as of December 31, 2003 into the 2004 and 2005 calendar years but will carry no more than five (5) days past December 31, 2005. Beginning on January 1, 2006, library faculty shall be eligible to carry over a maximum of five (5) days of vacation from one calendar year to the next.
    - b. Vacation shall be scheduled at a time mutually agreeable to the employee and the Library Director
    - c. A maximum of thirty (30) days of unused vacation shall be paid upon termination of employment or retirement.
    - d. In the event that the library is closed during the December holiday period, librarians may either take vacation days or may elect to work in the library or work elsewhere on work-related professional projects in consultation with and subject to the approval of the Library Director. This applies to those days not otherwise covered by official holidays.

## **Article XIII**

### **SYSTEM-WIDE VACANCIES AND TRANSFERS**

- A. Consistent with Equal Employment Opportunity legislation, faculty who desire to apply for vacancies within USNH shall be seriously considered for such vacancies before individuals not currently employed within the system are selected.
- B. USNH shall notify faculty and KSCEA of all academic, professional and administrative vacancies which exist within USNH as soon as such vacancies are advertised.
- C. Faculty members may only be transferred within USNH under extraordinary circumstances.
- D. No faculty member shall be reduced in rank, or lose time in service or rank, or lose tenured status as a result of transfer under Section C; nor shall s/he suffer a reduction in salary for the same or similar duties.

## Article XIV

### RETRENCHMENT

- A. Retrenchment as a result of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.
1. The College retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment and the programs and disciplines within which retrenchment shall take place.
  2. The College shall notify the Association of any planned retrenchment and agrees to make available to the Association any financial or other data relating to the decision to retrench.
  3. The College shall give consideration to alternatives to retrenchment, such as attrition, shared load and reassignment, prior to retrenchment.
  4. When retrenchment becomes necessary, the College shall consider the following factors in deciding which faculty shall be retrenched:
    - a. Academic qualifications and teaching ability;
    - b. Projected staffing needs and ability of faculty to meet those needs;
    - c. Affirmative Action goals;
    - d. Seniority.

When factors a., b., and c. are equal, seniority shall govern.
  5. Consistent with Section 4. (a.-c.) above, full-time faculty will not be retrenched when the needs giving rise to the retrenchment can be met by the termination of temporary employees.
  6. The College shall notify faculty members of retrenchment according to the following schedule:
    - a. For faculty with less than two (2) years of service, at least one (1) semester before the expiration of an appointment.
    - b. For faculty with two (2) or more years of service, at least two (2) semesters before the expiration of an appointment.
- B. 1. Persons removed as a result of retrenchment shall be advised of the opportunity for re-employment in the same position at the College for one (1) year succeeding the retrenchment year. Persons removed as a result of retrenchment shall be advised of, and may apply for, other unit positions at the College which may become vacant for one (1) year succeeding the retrenchment year. Such faculty must apply for such vacancies within ten (10) days after receipt of notice, and they will be given preference for the position, if qualified, consistent with affirmative action goals.
2. The faculty member so reinstated or appointed under section (a) above shall not lose any of his/her previous seniority; however, s/he shall not accumulate seniority while retrenched. Any such offer of reinstatement or appointment under Section B. 1. above must be accepted within twenty (20) days of receipt of such offer. Faculty who are retrenched have an obligation to maintain with the College their current mailing address.
- C. Seniority under this Article shall be defined as length of service from most recent date of hire at USNH.

## Article XV

### SABBATICAL LEAVE

- A. Faculty members with the rank of assistant professor or above become eligible for a sabbatical leave of absence for professional development upon completion of six (6) full years of full-time service in the rank of instructor or above, not including time spent on previous leaves without salary.
  - 1. Subsequent eligibility for sabbaticals shall be upon completion of six (6) full years upon return from the previous sabbatical.
    - a. Library faculty are eligible to apply for a sabbatical under the terms outlined in Article XV. For those PAT Librarians becoming faculty as of January 1, 2000, the clock for eligibility to apply for a sabbatical will commence August 23, 1999 to allow them a full year's credit toward this eligibility for the 1999-2000 academic year.
  - 2. Leaves of up to one (1) semester with full salary or two (2) semesters with half salary may be granted.
    - a. Such leaves shall constitute continuous service time for the purpose of general salary increases and benefits.
    - b. The faculty member will accrue service time in rank for promotion, tenure and seniority.
    - c. Sabbatical leaves are granted with the agreement that the recipient shall return to the service of the College for at least one (1) year or reimburse the full amount of salary received and the College's share of the benefits provided while on leave.
    - d. No such leave shall be considered a termination or breach of the contract of employment and the faculty member on sabbatical leave shall be entitled to the same position occupied prior thereto except as affected by the operation of Article XIV, Retrenchment.
  - 3. A sabbatical leave is for the purpose of professional study and research which promises to contribute to the development of the faculty member in relation to his/her capacity at the College.
    - a. Applicants for sabbatical leave must develop a specific proposal which outlines the benefits expected for both the College and the individual.
    - b. Any sabbatical leave must have the approval of the Vice President for Academic Affairs.
    - c. Faculty who have completed their sabbatical shall send a report on their sabbatical activities to the Divisional Dean or Director and the Vice President for Academic Affairs by the end of the semester following the sabbatical.
  - 4. Nothing in this Article shall be construed to prevent any faculty member on sabbatical leave from receiving a grant for further study from any institution of learning other than USNH.
- B. The KSCEA shall conduct an election for a six-member sabbatical committee consisting of tenure-track faculty members.
  - 1. This committee shall receive all applications for sabbatical leaves at a time and in a manner which it shall determine and announce.
  - 2. Individual proposals shall be reviewed by five of these six committee members, and each sabbatical applicant may select the five to serve as his/her committee.
  - 3. The entire committee shall review and prioritize the applications and make its advisory recommendations to the Vice President for Academic Affairs.

- C. The Vice President for Academic Affairs shall not arbitrarily reject the recommendations of the Sabbatical Leave Committee.
- D. Tenured faculty may apply for a one-course (3-credit) reduction in teaching load for the purpose of improving teaching. Only one such reduction will be granted every seven (7) years. A plan for such improvement must be prepared according to guidelines distributed by the Vice President for Academic Affairs and approved by the appropriate Dean.

## **Article XVI**

### **LEAVES WITHOUT PAY**

- A. Leaves without pay may be granted at the discretion of the College for appropriate reasons for a period of up to one (1) year. Such leaves may be extended for one (1) additional year at the discretion of the College.
  - 1. If a faculty member is granted a leave without pay, the College will continue to pay its share of any benefits for 120 days, provided, however, that if the faculty member does not return to work, s/he may be required to reimburse the College for the benefit costs.
  - 2. Faculty on leaves of absence without pay shall not accrue service time in rank for promotion, tenure, or seniority. Such leaves shall not constitute a break in service time for the purpose of general salary increases and benefits. When such leaves of absence are initiated by the College for reasons of professional improvement, the faculty member will accrue service time in rank for promotion, tenure and seniority.
- B. Dependent Care Leave
  - 1. No more than once every two (2) years a faculty member who requests it shall be granted a leave of absence without pay for dependent care.
    - a. Exceptions to the two (2) year requirement may be made on the basis of emergency, hardship or need.
    - b. Dependents shall include children, step-children, spouse or spouse relationship, parents and/or grandparents.
    - c. Such leave shall be guaranteed for a period of fifteen (15) weeks without pay and shall normally commence at the beginning of a semester.
    - d. In the event that the dependent care leave follows a pregnancy-related disability, the unpaid leave shall be in addition to any paid sick or disability leave.
  - 2. Extensions beyond fifteen (15) weeks of unpaid dependent care leave shall be considered on a case-by-case basis.
  - 3. When a faculty member is granted a leave for dependent care, the College will continue to pay its share of any benefits for 120 days, provided however, that if the faculty member does not return to work, s/he may be required to reimburse the College for benefit costs.
  - 4. A faculty member on a dependent care leave shall return to his/her former position at the expiration of his/her leave.
  - 5. Nothing contained in this Article shall limit a faculty member from exercising his/her rights under the Family and Medical Leave Act of 1993.

## **Article XVII**

### **SHORT-TERM DISABILITY AND PREGNANCY-RELATED LEAVES**

- A. When a member of the faculty is unable to perform his/her duties and responsibilities due to a temporary disability including pregnancy-related disability, s/he can apply for a temporary disability leave. A leave due to disability leave is paid leave in accordance with USNH Benefits Policy. In addition, a faculty member may apply for a leave without pay in accordance with Article XVI. A faculty member whose disability leave may end during a semester can elect to take a leave of absence without pay in accordance with Article XVI and, where applicable, the USNH benefits policy. A faculty member may elect to return to his or her job at the end of the disability leave.
1. The faculty member shall initiate discussion with the Divisional Dean regarding arrangements for returning to work prior to the commencement of the leave, where possible.
  2. Upon return from such leave the faculty member will be guaranteed either a teaching assignment or another professional work assignment. The Vice President for Academic Affairs shall make the final assignment in consultation with the Divisional Dean.
  3. The College will make available to the faculty member information concerning alternative professional work assignments which may include but are not limited to research, projects, team teaching, part-time duties, scholarship, and non-classroom duties. Such information shall be available at the Divisional Dean's office, Library Director's office, and at the Human Resource office. The details of a potential professional work assignment may be developed by the faculty member, the faculty member in conjunction with other staff, or by the administration.
- B. A faculty member who is on such a leave for at least six (6) consecutive weeks shall have the option, in consultation with the administration, of having the academic year count or not count as service toward promotion, tenure, reappointment or sabbatical. The determination must be made prior to the end of the academic year in which the leave is taken and cannot be changed subsequently.

## **Article XVIII**

### **OTHER LEAVES**

For other, specific language regarding long-term disability leaves, professional leaves, bereavement leave, jury duty leave and military leave, refer to the University System of New Hampshire benefits policies.

## **Article XIX**

### **MISCELLANEOUS WORKING CONDITIONS**

- A. Facilities, Equipment and Services
1. The College will provide office space for each faculty member equipped with a desk, two chairs, a bookcase and filing cabinet. No more than two (2) faculty members will be assigned to an office.
  2. Faculty members shall have reasonable access to secretarial assistance, duplicating services, and supplies for the preparation of teaching materials, examinations and related materials.
  3. All rights and privileges of access to library materials and services currently available shall continue.

4. Each faculty member shall have reasonable access to telephone services including the use of the New Hampshire in-state line and out-of-state long distance service for academic business.
5. Faculty will have a computer, basic office software, e-mail accounts, internet access and reasonable access to printing for purposes of carrying out their professional responsibilities.

B. Professional Enhancement Funds

1. Effective July 1, 2003, faculty members shall be allocated \$875 each for professional enhancement.
2. Effective July 1, 2004, faculty members shall be allocated \$925 each for professional enhancement.
3. Effective July 1, 2005, faculty members shall be allocated \$975 each for professional enhancement.
4. Appropriate use of professional enhancement funds shall include professional travel and/or materials used in research or teaching.
  - a. Faculty members shall inform their Dean or Director of the intended use in advance of the expenditure.
  - b. The faculty member must use customary College purchasing procedures. All requests for reimbursement must be submitted during the fiscal year in which the expense is incurred.
5. The allocation for FY 04 may be spent by the faculty member any time between July 1, 2003 and March 15, 2004. If the faculty member is carrying over funds from FY 03, then the total amount a faculty member may spend between July 1, 2002 and March 15, 2004 is \$1700 (\$825 per the FY 03 rate and \$875 per the FY 04 rate).
  - a. No later than March 15, 2004, all funds which have not been encumbered shall revert to department pools. Members of each department whose documented expenses exceed the maximum allotment shall have the first claim upon unencumbered department funds.
  - b. No funds shall be carried over from FY 04 to FY 05.
6. The allocation for FY 05 shall begin a new two (2) year cycle of professional enhancement allocations. This means the faculty member is entitled to spend up to \$1900 between July 1, 2004 and June 30, 2006 (\$925 per the FY 05 rate and \$975 per the FY 06 rate).
  - a. No later than March 15, 2006, all funds which have not been encumbered shall revert to department pools. Members of each department whose documented expenses exceed the maximum allotment shall have the first claim upon unencumbered department funds.
  - b. No funds shall be carried over from FY 06 to FY 07.
7. In the event that no successor agreement is concluded by June 30, 2006, the language of the above shall continue through June 30, 2007.

C. Faculty Development Pool

1. Effective July 1 of each year, the administration shall set aside \$25,000 for the Faculty Development Pool from which all bargaining unit members may apply for Faculty Development funds.
2. Faculty Development Pool Supplement: Interest from the Trustee fund dedicated to faculty development shall be added to the pool of money available for faculty development described.
3. The parties have agreed to a set of guidelines for the Faculty Development Pool which are included in the Faculty Handbook. A joint faculty-administration committee shall evaluate proposals and recommend grant recipients to the President of the College.

- a. Applicants for moneys from the Faculty Development Pool shall submit proposals for research, education, program development, or professional activities.
  - b. Such grants shall be used to cover expenses including, but not limited to, costs of equipment, research, travel, and tuition. This program is independent of and complementary to other College programs such as the Sabbatical Leave program.
  - c. Any unexpended funds shall be carried over and added to funds available for succeeding years.
4. The College will provide up to \$5000 for purposes of compensating a financial planning expert(s) to speak to bargaining unit members regarding financial planning. The Association will bear the responsibility of finding such experts. During the life of this Agreement, if the Association cannot find someone who will undertake this task for \$5000 or less, then the money will revert to the Faculty Development Pool for FY 06.
- D. As resources permit, the Vice President for Academic Affairs may support additional requests for professional development through such activities as attending seminars, presenting papers or serving a related function in a professional meeting.
  - E. Faculty members traveling on approved official business and/or institutional trips shall be reimbursed for reasonable expenses in accordance with existing College policies.
  - F. The College and the faculty agree to abide by applicable federal and state laws concerning health and safety in the workplace. The College shall mail the minutes of the College Safety Committee meetings to the President of the KSCEA.
  - G. The College will provide prompt payment for all compensated work by bargaining unit members. Payment shall begin no later than four (4) weeks after the work is initiated and be completed no later than four (4) weeks after it is finished.
  - H. The parties hereby specifically incorporate into this Agreement by reference the College's Intellectual Property Policy and the College's Computer Network Use Policy, as those policies may be amended from time to time.

## **Article XX**

### **ASSOCIATION RIGHTS**

- A. College-Association Communication
  - 1. It is agreed that the College Administration and the Executive Committee of the Association will meet periodically to discuss and attempt to resolve problems of mutual concern.
    - a. Two (2) such meetings may be called upon the request of the Administration or the President of the Association each semester and during the summer, with additional meetings as mutually agreed.
    - b. Agendas, which shall include items of mutual concern, and length of meetings (not to exceed eight (8) hours each) shall be agreed upon within seven (7) days of such meetings.
  - 2. The President of KSCEA shall confer on a regular basis with the Vice President for Academic Affairs and the President of the College, or their designees.
  - 3. The College shall provide the President of the Association, as soon as available, a copy of the advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings.
  - 4. The College shall make available to the Association, upon its request and within a reasonable time thereafter, such information and data as are necessary for collective bargaining and/or the

implementation of this Agreement. The College shall not be obliged to prepare, or to otherwise produce, such information or data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.

5. Faculty members as individuals or representatives of the Association shall be permitted to participate in conferences or meetings with a representative of the College regarding grievance step meetings or meetings under this Article, with adequate release time and no loss in pay or other penalties. Such meetings shall be scheduled at times which shall not unreasonably interfere with the operation of the College.
6. The College shall provide within thirty (30) days of execution of this contract, a copy of this Agreement to each member of the Association's bargaining unit and an additional twenty (20) copies to the Association, as well as a copy on computer disk.
7. The administration shall forward a copy of the initial appointment letter of each new faculty member to the President of KSCEA.
8. When a new appointment is made, the administration shall send a copy of this contract with the appointment letter.
9. Before the beginning of their first academic year, the College shall provide each new faculty member with a copy of the existing FEAC guidelines for promotion and tenure. Such guidelines are subject to periodic change in accordance with the Collective Bargaining Agreement.

B. Association Use of Facilities

1. The Association shall have the right to make reasonable use of College space, facilities, and equipment in accordance with present College procedures, for activities relating to its position as the recognized representative of the members of its bargaining unit.
2. The Association shall be entitled to reasonable use of the campus mail, without cost, in accordance with College procedures. The Association agrees to limit its use to material directly related to its function as collective bargaining agent.
3. The Association shall have the right to post, at appropriate designated places on the campus, bulletins and notices relevant to official Association business.
4. Duly authorized representatives of KSCEA shall be permitted to transact official KSCEA business on campus at reasonable times.
5. The College shall provide KSCEA, at the Association's option, with adequate on-campus office space, equipped with standard office furnishings sufficient for two (2) persons. The current per square foot cost for operation and maintenance will be charged to the Association. Typewriter and telephone costs and office furnishings maintenance costs will be borne by the Association.
6. The Association shall continue to be entitled to hold meetings at reasonable times. The Association, its officers, and members shall not engage in Association activities which unreasonably interfere with normal College operations.

C. The College shall deduct, in equal installments from October through May, the regular annual dues of the Association from the pay of each KSCEA member who has submitted a payroll deduction form, or the KSCEA member may request a single, lump-sum payroll deduction for dues.

1. Faculty may submit payroll deduction forms only during the months of September and January of each work year.
2. The amount to be deducted shall be certified by the Association to the College and the aggregate deductions shall be remitted monthly to KSCEA together with an itemized statement containing the names of the faculty members with the amount deducted for each one. Remittance to the Association shall be made by the last day of the month following the month in which such deductions have been made.

3. The Association shall hold the College harmless with regard to any action arising out of its compliance with this section.
- D. Participation in activities of collective bargaining and faculty representation by KSCEA officers and committee membership shall be considered a service activity similar to other committee work at the College.

**Article XXI**

**SALARY**

A. Beginning with the 2003-2004 academic year (except as otherwise provided):

1. Faculty promoted effective with the 2003-2004 academic year shall receive a rank increase that reaches or exceeds the rank minimum salary level described below in section (3). However, in no event shall a faculty member who has been promoted receive less than the following added into his or her base salary:

Associate to Full Professor	\$3,000
Assistant to Associate Professor	\$2,500
Instructor to Assistant Professor	\$2,000

2. The rank increase adjustments described in section (1) above shall be implemented before any additional increases to a faculty member's base salary are calculated. Any promotion increases will increase the base salary for the purpose of calculating the across the board increases.
3. No faculty member with the continuing rank of Associate or Full Professor shall be paid below the following rank minimum for his or her rank:

Instructor	\$39,450
Assistant Professor	\$44,300
Associate Professor	\$52,570
Professor	\$62,780

4. Each continuing faculty member shall receive a 4.5% across the board increase based on his or her salary in effect on June 30, 2003 or as modified by the promotion increases. In addition, each faculty member in the unit shall receive an additional across the board increase of 0.2% effective January 1, 2004.
5. No faculty member will be paid less than the appropriate rank minimum.

B. Beginning with the 2004-2005 academic year:

1. Faculty promoted effective with the 2004-2005 academic year shall receive a rank increase that reaches or exceeds the rank minimum salary level described below in section (3). However, in no event shall a faculty member who has been promoted receive less than the following added into his or her base salary:

Associate to Full Professor	\$3250
Assistant to Associate Professor	\$2750
Instructor to Assistant Professor	\$2250

2. The rank increase adjustments described in section (1) above shall be implemented before any additional increases to a faculty member's base salary are calculated. Any promotion increases will increase the base salary for the purpose of calculating the across the board increases.

3. No faculty member with the continuing rank of Associate or Full Professor shall be paid below the following rank minimum for his or her rank:

Instructor	\$41410
Assistant Professor	\$46500
Associate Professor	\$55170
Professor	\$65880

4. Each continuing faculty member shall receive a 4.75% across the board increase based on his or her salary in effect on June 30, 2004 or as modified by promotion increases.
5. No faculty member will be paid less than the appropriate rank minimum.
6. Health Insurance Premium mitigation: In addition, effective January 1, 2005, the College will provide a sum of money to be distributed into the base salary of those faculty members who are enrolled in the HMO plan as of 1/1/05 (this calculation to be made as of the enrollment choices submitted no later than 12-1-04). This sum of money for each individual will be calculated by taking the difference in the faculty contribution for his or her plan selection (single, two person, family) on 1-1-05 from the contract rate of faculty contribution for that same plan selection on 12/31/03 (i.e. \$52, \$143 or \$260 annually). That calculated sum, rounded up to the nearest dollar, will be distributed into the base salary of each eligible faculty member effective January 1, 2005. New hires after 1/1/04 are not eligible for this provision.

C. Beginning with the 2005-2006 academic year:

1. Faculty promoted effective with the 2005-2006 academic year shall receive a rank increase that reaches or exceeds the rank minimum salary level described below in section (3). However, in no event shall a faculty member who has been promoted receive less than the following added into his or her base salary:

Associate to Full Professor	\$3500
Assistant to Associate Professor	\$3000
Instructor to Assistant Professor	\$2500

2. The rank increase adjustments described in section (1) above shall be implemented before any additional increases to a faculty member's base salary are calculated. Any promotion increases will increase the base salary for the purpose of calculating the across the board increases.
3. No faculty member with the continuing rank of Associate or Full Professor shall be paid below the following rank minimum for his or her rank:

Instructor	\$43410
Assistant Professor	\$48750
Associate Professor	\$57850
Professor	\$69080

4. Each continuing faculty member shall receive a 4.85% across the board increase based on his or her salary in effect on June 30, 2005 or as modified by promotion increases.
5. No faculty member will be paid less than the appropriate rank minimum.

D. For purposes of this agreement, continuing faculty are defined as those on the payroll as of June 30 in the calendar year in which the salary increase takes place, including those on approved paid and unpaid leaves, who have not resigned before the effective date of this agreement or have not been issued a terminal contract resulting from unsatisfactory evaluation.

Faculty who select a termination/retirement date under the CTIP option described in Appendix A will continue to be eligible for increases so long as they remain in active status employment.

- E. Any faculty member who would be eligible to receive a promotion stipend and/or rank minimum adjustment in an academic year subsequent to 2005-2006 shall receive that stipend and/or adjustment even if a successor agreement has not been reached by the start of that year. If increases in the amounts for promotions and/or rank minima are negotiated, they will be given retroactively to eligible employees.

**Article XXII**

**BENEFITS (SUPPLEMENTAL COMPENSATION)**

Unless otherwise qualified by this Agreement, faculty members covered by this Agreement shall receive the benefits approved and outlined in the Board of Trustee and USNH policy USY-V-A as of June 30, 2003, including the definitions and coverage for same sex partners.

The faculty at Keene State College may designate a representative to the USNH System Personnel Policy Council which regularly proposes benefits modifications and makes recommendations to the Administrative Board. Should a committee be established to examine levels of benefits in other institutions of higher learning in comparison to the University System of New Hampshire, the Association shall send a representative to serve on the committee.

**A. Medical Benefits**

1. Employees shall be permitted to select from any of the medical options included in the University System Flexible Benefits Plan. Premium contributions made by USNH to other existing medical insurance plans shall be the same as those described for the period from January 1, 2004 onward. The employee/employer contribution to medical plan Option B will be calculated based on the formula described below. For January to December 2003 faculty who select an option that requires a premium that exceeds the employer's contribution to Option B will pay the additional premium through payroll deduction.

**Employer/Employee Contribution Formula**

The University System and faculty members shall share the cost of medical contributions for medical Option B in the following manner:

	<i><b>Employer</b></i>	<i><b>Employee</b></i>
<i>Single</i>	90%	10%
<i>Two Person</i>	85%	15%
<i>Family</i>	83%	17%

As a limited exception to the above formula, and for the period from July 1, 2003 to December 31, 2003, the employer shall provide an HMO plan and shall subsidize the selection of such HMO by a Faculty member in the following manner. A faculty member who selects the designated HMO shall contribute towards the premiums at the following premium contribution rates:

Effective January 1, 2003, these caps will increase to:

<i>Single</i>	\$2 per pay period	(\$52 per year)
<i>Two Person</i>	\$5.50 per pay period	(\$143 per year)
<i>Family</i>	\$10 per pay period	(\$260 per year)

Effective January 1, 2004, the rate of the faculty member's contribution to the HMO plan shall be:

<i>Single</i>	3% of total premium
<i>Two Person</i>	4% of total premium
<i>Family</i>	5% of total premium

Effective January 1, 2005, the rate of the faculty member's contribution to the HMO plan shall be:

<i>Single</i>	4% of total premium
<i>Two Person</i>	8% of total premium
<i>Family</i>	12% of total premium

These rates of contribution will apply to any medical plan offering whose total premium rates are below those of Option B.

2. The employer shall be free, in its discretion, to offer new plans for faculty to select in addition to those offered as of the effective date of this Agreement.

Significant modifications to the level of coverage or to the internal fees and co-payments required for Option B will trigger a meet and discuss obligation between the parties in those cases where the employer is proposing changes. No agreement shall mean no change in Option B.

The parties agree that there is no obligation to negotiate in cases where an insurance carrier, at its own initiative, unilaterally changes the Option B plan in a way which reduces the level of coverage or increases the internal fees and required co-payments and imposes such changes on the employer and where there is no alternative plan for Option B that maintains or exceeds current coverage or maintains or reduces internal fees and co-payments.

The parties also agree that there shall be no obligation to negotiate in cases where plans must be modified due to changes in law or external regulation.

In cases where the impetus for change in Option B comes from the carrier and choices are offered to the employer, the parties will immediately commence negotiations over the choices. Where the parties cannot reach agreement within 30 days of the date upon which the Association is notified of the proposed changes, then the carrier choice that provides the closest coverage (same or above) for Option B will be selected.

With regard to health plans other than Option B, whenever a carrier indicates that there will be significant modifications to the level of coverage or to the internal fees and co-payments required for such plans, the employer will negotiate such proposed changes and any alternatives with the Association. Where the parties cannot reach an agreement within 30 days of the date upon which the Association is notified of the proposed changes, then the carrier choice that provides the closest coverage (same or above) will be selected.

#### B. Other Supplemental Compensation

The parties agree that those moneys specified by employees may be placed in "pre-tax" accounts to be used to cover non-reimbursed medical costs and dependent care. Such deposits may be made up to, and including, the maximum amount permitted by law.

#### C. Retirement

1. Contributions: Faculty members will continue to be eligible for contributions to retirement the same as described in University System benefit policy as of 7-1-3, except that there will be no "waiting period" in order to be eligible for the standard option retirement contribution of 10% plus 1% for "ARC." Section USY-V-7.2.3.1 titled "Initial Contribution Level" shall not apply.

2. Vesting: Faculty members will be vested in retirement plans as described in University System policy USY-V-A-7.2.7 with the following exceptions:
  - a. If the College terminates or non-renews a faculty member, that faculty member's retirement contributions (employer and employee) will be immediately vested.
  - b. Faculty members hired before January 1, 2004 will be eligible for prior distribution provisions of the plan if they enroll and make contributions to the plan prior to July 1, 2004.

D. ARC/Retiree Medical

USNH Policy USY-V-A-7 shall apply as follows: Faculty members hired on or after 6/30/95 shall be eligible only for ARC. Faculty members hired before 6/30/95 shall be eligible for the transition plan described in USY-V-A-7.4. On or before March 31, 1995, such faculty members made a written selection of either the Medicare supplemental plan or ARC (Additional Retirement Contribution). Plan selections and eligibility are described in USY-V-A Section 7. If the faculty member did not select ARC, he/she remains in the current Medical supplemental plan, subject to the eligibility requirements of the plan. All other aspects of the USY-V-A Section 7 shall remain the same.

- E. Early Retirement options are described in Article XXIII and not in Board of Trustee policy.
- F. Long term disability coverage will continue to cover employee income and employee contribution to retirement described in the 10-1-03 open enrollment documents. Employee contributions to retirement will not be covered by the LTD policy for any faculty members approved for long term disability after April 1, 2004.

**Article XXIII**

**CAREER TRANSITION PLAN**

A. Goal

The parties recognize that the decision to retire from the College is an extremely important one for both the faculty member and the College. The decision can be made easier, however, if there are a variety of options available which may suit the varying needs and interests of the faculty member and College. Consequently, consistent with the fiscal constraints on the College and the efficient delivery of educational services, the parties have agreed to the following options for eligible faculty who are contemplating retirement.

B. Options

Eligible faculty members who are considering retiring or otherwise leaving the College have the following options:

1. Apply for the Early Retirement Plan (ERP) (described below) with intention of leaving at the end of the academic year.
2. Apply for the ERP with intention of working the following year on a half time basis at half salary with full benefits or work full time with full salary and full benefits for one semester and then leaving the College and receiving the benefits of the plan. (This intent to work half time or full time for one semester must be stated along with the application for the plan.)

If a faculty member is not approved for the ERP:

- a. An eligible faculty member can still elect, in the last year of the contract during the open enrollment period, the Career Transition Incentive Plan (CTIP) described below and leave at the end of the academic year, or any date consistent with the CTIP.

- b. An eligible faculty member can elect CTIP, in the last year of the contract during the open enrollment period and work half time the following year and leave at any time consistent with the CTIP selection.
  - c. The faculty member can choose to continue working full-time and apply for the ERP at some later date.
3. An eligible faculty member can choose not to apply for the ERP at all and instead simply take, in the last year of the contract during open enrollment, the CTIP.
  4. An eligible faculty member can choose CTIP, in the last ear of the contract during open enrollment and choose to work on a half time basis for one year prior to the CTIP separation date.

C. Conditions

There shall be no duplication of plans e.g. a faculty member who applies and is approved for the early retirement plan shall not also be eligible to take the CTIP.

The parties agree that a full-time faculty member who elects to work on a half time basis or work full time for one semester as a phasing into retirement shall be considered a member of the bargaining unit for that one year or one semester. However, there shall be no further evaluations done during that year nor shall the College have any further duty to notify the faculty member about termination of service. It will be understood that the year of half-time or the one semester at full time work will be considered the final year or semester of employment.

D. Early Retirement

The elements of the Early Retirement Plan (ERP) are as follows:

1. Eligibility

a. Definitions

*Years of Service* - shall include all years of service at USNH in any benefits eligible capacity. This includes service in capacities other than faculty, but does not include part-time lecturer or other non-benefits eligible service.

*Full-Time* - Full-time service means at a benefit eligible rate of 100%. This is normally 40 weeks for academic year faculty and 260 days for Librarians.

*USNH* - The University System of new Hampshire including Keene State College, Plymouth State University, the College for Lifelong Learning, and the University of New Hampshire.

b. Requirements

A faculty member will be eligible to apply for Early Retirement with fifteen (15) or more years of full-time service in the USNH, is a participant in the USNH retirement program, and is at least fifty-five (55) years old. All of these must be applicable as of the effective date of the Early Retirement.

2. Application Verification and Notification - Application for ERP must be made by November 15<sup>th</sup> of any year in order to be considered for ERP effective on July 1<sup>st</sup> of the next fiscal year. Verification of the dates of service, age and salary shall be the responsibility the of KSC Human Resources Office. Notification of the “automatic” ERP approval will be made to the faculty member by December 15<sup>th</sup> of the same year. The ERP approval, that is made at the discretion of the College, shall be made and communicated to the affected faculty members no later than February 15<sup>th</sup> of the year following the application date.

3. Nature of decision - In each fiscal year of the contract (FY04, 05 and 06), the following Early Retirement Plan stipends will be granted (assuming there are qualified applicants) to those bargaining unit members who apply.

- a. In each year of the contract - Three (3) Early Retirement Plan stipends will be automatically awarded to the faculty member whose application has the highest eligibility index (based on years of service and age, as described in 1.b above, and fractions thereof). If three ERP stipends are not awarded in the second year of the contract, the balance will be rolled into the third year of the contract.
  - b. The College may at its discretion approve additional Early Retirements.
4. Compensation and Benefits
- a. The faculty member shall receive, from the effective date of Early Retirement an annual stipend for three (3) years (except as noted below) in accord with the following schedule:

<i>Years of Service</i>	<i>Early Retirement stipend as a percent of the average of the preceding three (3) years annual salary</i>
<i>35</i>	<i>50.0%</i>
<i>34</i>	<i>49.5%</i>
<i>33</i>	<i>49.0%</i>
<i>32</i>	<i>48.5%</i>
<i>31</i>	<i>48.0%</i>
<i>30</i>	<i>47.5%</i>
<i>29</i>	<i>47.0%</i>
<i>28</i>	<i>46.5%</i>
<i>27</i>	<i>46.0%</i>
<i>26</i>	<i>45.5%</i>
<i>25</i>	<i>45.0%</i>
<i>24</i>	<i>44.5%</i>
<i>23</i>	<i>44.0%</i>
<i>22</i>	<i>43.5%</i>
<i>21</i>	<i>43.0%</i>
<i>20</i>	<i>42.5%</i>
<i>19</i>	<i>42.0%</i>
<i>18</i>	<i>41.5%</i>
<i>17</i>	<i>41.0%</i>
<i>16</i>	<i>40.5%</i>
<i>15</i>	<i>40.0%</i>

- b. Salary shall consist of regular budgeting earnings, any stipend paid for Chairperson duties or for formal interim appointments as described in University System Policy USY-V-F-8.6.
- c. No stipend shall exceed three (3) years in duration. (Payments may spread up to five (5) years.)
- d. Benefits. Approval for Early Retirement shall include coverage for health, dental and life insurance until age sixty-five (65) or a maximum of three (3) years, whichever is greater. A

faculty member will be responsible for the same premium contribution rates for dental and life insurance as a full time benefits eligible faculty member. The salary rate for calculations of the life insurance benefit will be the last annual salary rate in effect prior to Early Retirement. Life insurance coverage is subject to the provisions of the plan.

At age 65 or older the faculty member will be covered by USNH retiree medical coverage, if previously elected, or an active medical plan, if retiree medical was not previously elected. These coverages have the same availability and employee contribution rates as is available for full time benefits eligible faculty members..

5. Non-grievability - Except as to matters of process, neither the Association nor a faculty member shall have the right to grieve the discretionary denial of an ERP application.

#### E. Career Transition Incentive Plan

The Career Transition Incentive Plan (CTIP) is only available the last year of the contract. The elements of the career transition incentive plan (CTIP) are as follows:

1. Eligibility - A bargaining unit member is eligible to apply for CTIP with an index of seventy (70) (index equals age plus years of benefits eligible service at USNH) and an age of at least 55 years on the date of termination (retirement).
2. Review process - Verification of age, dates of service and salary shall be the responsibility of the KSC Human Resource Office. Approval for CTIP will be automatic if the faculty member is eligible.
3. Open Enrollment and Effective Dates - The enrollment period for the CTIP will be October 1, 2005 to June 1, 2005 for effective dates of termination between January 1, 2006 and June 30, 2006. Applications received after June 1, 2005 will not be accepted. There is no other open enrollment period. A separation is to be at the end of a semester.
4. Compensation - CTIP is a one time payment based on the following formula:

- a. Basic - 40% of the final year's annual salary rate.

If the faculty member selects the half-year employment option the year before departure, the last full year's salary will be the salary used for this calculation.

- b. A faculty member electing CTIP may elect to receive

EITHER

1.) Medical Option -- up to three (3) years of medical coverage, with the same coverage availability and employee contribution rates as is available for full-time benefits eligible faculty members. This option does not affect retiree supplemental medical coverage, if the faculty member has previously selected it and otherwise meets the eligibility requirements;

OR

2.) a \$10,000 contribution to the retirement plan

5. Non-status post retirement work option - The parties agree that retirees, including all ERP and CTIP recipients who wish to maintain some work connection with the College, can apply and shall be considered for non-status and non-tenure-track employment. Such a retiree shall work in a non-status capacity. This includes but is not limited to:
  - a. As a classroom instructor.
  - b. As an advisor of independent studies.

- c. As a mentor to new faculty.
- d. In limited cases, as a member of special curriculum or other committees where the insights of the retiree may be particularly relevant.
- e. As an advisor to students.
- f. In some other consultative or service role.
- g. As an ambassador for the College working with the admissions office in recruiting new students.
- h. As a representative of the College in system activities such as the study of transferability of credits among USNH institutions and post-secondary NH institutions.

Retirees, at their request, shall be offered a service opportunity with the College for at least the first year following retirement. The payment and duties shall be negotiated between the retiree and the College, provided, however, the minimum payment per semester shall be the equivalent of overload compensation for teaching one three credit course. The offer of work and the rate of pay may be greater by agreement of the retiree and the College. After one year, the decision by the College to continue employment (or not) is completely discretionary.

A faculty member working after retirement shall be dealt with in the same manner and in accordance with the College's policies on non-status faculty. At no time are such retirees to be considered as members of the bargaining unit for any purpose. Nothing in this agreement shall be construed as an admission by the Board that it has any duty to bargain with the Association over retirees.

#### **Article XXIV**

#### **HEALTH AND SAFETY**

Faculty members shall not be required to work in unsafe or hazardous conditions that may endanger their health, safety or physical well being.

#### **Article XXV**

#### **NO STRIKE OR LOCKOUT**

- A. The Association, on behalf of its officers, agents and members, and all faculty members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, slow-downs, walkouts, or withholding of services.
- B. Any member of the unit who violates the provisions of this Article will be subject to discipline, including discharge.
- C. The Association agrees to indemnify the College for all expenses and damages that occur as a result of prohibited activity under Section A of this Article when such action is publicly condoned by the Association. In the event of a prohibited strike under this Article, the Association agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Association's policy of opposition to such activity.
- D. The College agrees that it shall not invoke any lockouts for the life of this Agreement or any written extension thereof.

**Article XXVI**

**SEPARABILITY**

If any provision of this Agreement or any application of the Agreement shall be found contrary to law or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

**Article XXVII**

**DURATION**

This agreement shall continue in full force and effect from July 1, 2003, until midnight June 30, 2006, and shall be automatically renewed from year to year thereafter, unless by January 5 of the year in which the Agreement is expiring either party notifies the other in writing by registered mail of its desire to terminate or amend the Agreement. All Association proposals, including cost items, shall be presented to the College on or before January 15 of the year in which the Agreement is expiring. The Board shall present its counterproposal no later than April 15 following the timely receipt of the Association's proposal.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE USNH BOARD OF TRUSTEES AND  
THE KEENE STATE COLLEGE EDUCATION ASSOCIATION**

**1. MEMORANDUM OF AGREEMENT ON ADVISING**

The College and the Association are committed to increasing the effectiveness of academic advising and improving the distribution of faculty advising workload in disciplines where the number of advisees exceeds the contractual limit of twenty-one per faculty member. The College will work with these disciplines on a flexible approach to the problem that will include one or more of the following: 1) increasing the number of full-time faculty in the discipline, 2) modifying the curriculum so that at least some of the academic advising load will be handled through credit courses, 3) using group advising where this can be effective, and 4) assigning faculty from related disciplines with lighter advising loads to advise students in affected disciplines. The College and the Association will exchange information about their efforts on academic advising workload issues. The College will continue to explore new ways to improve academic advising as part of its overall effort to improve student academic performance and retention.

**2. MEMORANDUM OF AGREEMENT ON HEALTH AND DENTAL BENEFITS**

The parties agree that the cost, availability and options concerning health insurance are important compensation issues for the faculty and the college. The parties agree that it would be advantageous for representative(s) of the faculty to participate in exploring health coverage initiatives with the system administration and to share thoughts and information regarding this area. Therefore, during the life of this agreement, representatives of the Association will meet with System representatives to review benefit issues, particularly health coverage options.

**3. MEMORANDUM OF AGREEMENT ON PARKING**

Faculty and staff vehicles with current decals may be parked in commuter lots (use as overflow lots) only if all faculty and staff lots are full. Commuter parking areas are: Madison, South; Madison, North; the Student Center lot (to the north side of the Science Center), the Bruder Street lot, South, and the Winchester Street lot.

**4. MEMORANDUM OF AGREEMENT ON ADMINISTRATIVE RESPONSIBILITIES OF FACULTY**

The College and the KSCEA agree that through the period of this contract the academic divisions are free to make alternative arrangements in handling faculty administrative responsibilities. Currently these responsibilities are outlined in Article XI.O - Academic Chairs on the responsibilities and reassigned time for Academic Chairs. Within the limits of reassigned time established by this contract for each division the divisions are free to engage in the following process:

- Identification by the dean and the faculty of necessary administrative tasks to be carried out by faculty.
- The reassigned time devoted to administrative tasks by faculty in the division as outlined in Article XI.O can then be used in a fashion mutually acceptable to the Dean and to the faculty to allow for the efficient carrying out of these administrative tasks.

Such arrangements will be reported to the VPAA and President of the KSCEA when the arrangements are made.

5. **MEMORANDUM OF AGREEMENT ON SCIENCE LAB SUPPORT**

For each year covered by this agreement, \$10,000 will be appropriated by the College for expenditures for laboratory support in the Division of Science.

6. **MEMORANDUM ON CONFLICT MANAGEMENT**

Unmanaged conflict can be a serious impediment to the realization of the interests of both the faculty and the administration. Conflict may occur in areas and around issues that are not covered by the collective bargaining agreement and thus not subject to the grievance procedure. The parties agree that the management of conflicts between and among members of the Keene State College community may warrant greater and/or more formal attention than is currently devoted to it. They will remain vigilant for areas of concern, mutually seek and jointly consider options and alternatives for the healthy management of conflict.

7. **MEMORANDUM OF AGREEMENT ON FACULTY WORKLOAD/ENROLLMENT MANAGEMENT**

Workload remains a concern of both parties. In an attempt to improve the mutual understanding of workload issues a Classroom Workload issues committee, established by memorandum of agreement in the 1994-96 Collective Bargaining Agreement, recommended that sharing information on workload and on local attempts to address it were desirable. The parties agree to continue annual sharing of workload information including, but not necessarily limited to, overloads, reassigned time, numbers and percent of courses taught by non-bargaining unit members, contract hours, and average class size. The parties see no easy solutions to workload issues, but feel that mutual sharing of data and regular discussion of options to improve the utilization and effectiveness of faculty time (and College resources) are common interests.

In an attempt to move these discussions forward, a faculty-administration committee will be convened to discuss and pursue solutions to enrollment management/workload issues. Recommendations from the committee will be forwarded to the Vice President for Academic Affairs and the President of the KSCEA.

8. **MEMORANDUM OF AGREEMENT ON FACULTY DINING ROOM**

The parties agree that the faculty-staff dining room provides need space for on-campus dining at mid-day as well as opportunity for faculty and staff to engage in collegial discussion. In designing a new Dining Commons for the campus, space for faculty-staff dining will be retained and provision for the new dining room will be part of future negotiations with food service providers.

Faculty will select a member of the bargaining unit to serve on the design team for the new facility. A committee consisting of bargaining unit members and staff will also be selected to meet with the design team during those sessions focusing on space and furnishings for the new faculty-staff dining room.

9. **MEMORANDUM OF AGREEMENT ON CDC**

The CDC when filling open slots will give priority to children of KSC faculty, staff and students.

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representative in May, 2004.

<i>Keene State College Education Association KSCEA/NEA</i>	<i>University System of New Hampshire</i>
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By _____ <i>Ockle Johnson, Mathematics</i> President, KSCEA 03-04	By _____ <i>Andy Lietz</i> Chair, Board of Trustees University System of New Hampshire
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By _____	By _____ <i>Merle Schotanus</i> Trustee University System of New Hampshire
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By _____	By _____ <i>Stephen Reno</i> Chancellor University System of New Hampshire
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By _____	By _____ <i>Stanley Yarosewick</i> President Keene State College
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<i>Robert Sherry</i> Chair, Negotiating Committee Economics Keene State College	By _____
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<i>Peter Stevenson</i> Sociology Keene State College	By _____ <i>Janet Gross</i> Vice President for Academic Affairs Keene State College
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<i>David Stowell</i> History Keene State College	By _____
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<i>Tony Stavely</i> Psychology Keene State College	By _____ <i>Joan Tambling</i> Director of Human Resources University System of New Hampshire
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<i>Judy Hildebrandt</i> Library Keene State College	By _____ <i>Sandi Gray</i> Associate Director of Human Resources University System of New Hampshire
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By _____	By _____ <i>Gloria Lodge</i> Director of Human Resources Keene State College
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By _____	By _____ <i>David Hill</i> Professor, Education, Professional Studies Keene State College
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## Letter on Retiree Benefits

### TO WHOM IT MAY CONCERN:

This letter is written to memorialize our understanding that the KSCEA and the College agree that the interests of all are best served by engaging in discussion with each other about any changes in USNH retiree medical program before they occur. The parties agree that there are contractual rights that exist for current retirees stemming from agreements under which individuals retired. This letter does not commit the College to bargaining with retirees or expand the College's legal obligation for bargaining. This letter also does not negate any legal right of the Association to pursue challenges to actions taken by the College in regard to retiree benefits.

Rather, the intent of this letter is to document the intention that representatives of the USNH will meet with the KSCEA for advisory discussions if significant changes are to occur in the USNH's retiree medical plan. An example of an area where this intent would be exercised would be a change in the USNH retiree medical coverage due to the expected 2006 changes in prescription drug coverage.

The parties expect to use the Benefit Committee described in the 2003-2006 contract as the vehicle for discussion, though other means of communication are not excluded.

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Robert Sherry  
Professor, Keene State College

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Joan Tambling  
Dir. of HR, University System of NH

cc: N. DiGiovanni, Jr.  
S. Gray  
J. Gross  
J. Kahn  
O. Johnson  
G. Lodge  
S. Yarosewick  
M. Gaul