



SOUTHERN NEW HAMPSHIRE UNIVERSITY  
(SNHU)

AND

SOUTHERN NEW HAMPSHIRE UNIVERSITY  
PROFESSIONAL EMPLOYEES ASSOCIATION  
(SNHUPEA)

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# ***AGREEMENT***

**July 1, 2015 – June 30, 2020**

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## **PREAMBLE**

The intent and purpose of this Agreement is to improve the quality and effectiveness of education at Southern New Hampshire University (SNHU) by promoting the highest standards of excellence in all phases of instruction and professional service covered by this Agreement. The parties hereto concur that these objectives can be achieved by means of the amicable adjustment of matters of mutual interest.

The primary objective of this Agreement is to continue to unify the faculty, staff and administration into one harmonious and effective working unit.

The parties recognize that mutual benefits are to be derived from continual improvement in the position of SNHU as an institution of higher learning. They recognize that the roles and responsibilities of administrators, faculty, and professional staff are interdependent in the determination and implementation of educational policy and objectives.

The parties to this Agreement recognize that the SNHU Board of Trustees has the ultimate authority for the management of the university and management retains the right to make rules, regulations, and policies not inconsistent with the provisions of the Agreement; and to require compliance with said rules, regulations, and policies.

As these objectives are recognized, it is understood that this Agreement shall be interpreted in each and every clause to achieve these goals. This Agreement, resulting from the efforts of the SNHU Professional Employees Association (Association), an organization of covered professional staff and faculty meeting with university administration (Administration) designated by the SNHU Board of Trustees (BOT), designs and sets forth general terms which shall define certain working conditions, including wage and benefits provisions, that are consistent with the individual contracts between SNHU and those employees covered as hereinafter defined.

## **ARTICLE I - EMPLOYEES COVERED**

### **A. Full-Time Faculty and Professional Employee Coverage**

1. All full-time faculty and professional employee positions shall be covered by this Agreement except as follows:
  - a. Supervising, managerial, or confidential employees as these terms are defined in Federal collective bargaining law.
  - b. Those positions excluded based on an Arbitration finding or upon agreement by the Association and the Administration.
  - c. Those individuals who are in covered positions but under the provisions of prior Agreements had elected non-coverage status. These individuals will remain as non-covered employees for as long as they hold their current positions. When the individual leaves his/her position, or assumes or is placed in another position within the University, a determination will be made regarding the coverage or non-coverage of the new and the vacated position as called for under the provisions of Article I.C.3. The individuals who have elected to be non-covered are:
    - i. Denise Morin – Conference Services Coordinator
    - ii. Melinda Parker – Credit Manager
    - iii. Stanley Spirou – Men’s Basketball Coach
    - iv. Vincent Zuccala – Athletic Trainer

### **B. Full-Time Temporary and Externally Funded Appointments**

1. The University may appoint individuals on a full-time, temporary basis to positions covered by this Agreement and those appointments normally will be for a period not to exceed twelve months. During the term of this temporary appointment, the individual is not covered by this Agreement. Compensation is negotiated between the individual and the University. Individuals who are appointed at the conclusion of a temporary appointment into a covered position shall be covered as a first-year employee under this Agreement except as noted in Article I.B.3 below.
2. In the case of appointments of individuals whose positions are fully or partially supported by external sources, these appointments will be for a specific period of time and the individual’s employment shall be governed by the Unified University Employee Handbook but not by the provisions of this Agreement. If the individual appointed to an externally funded position

subsequently assumes a full-time, covered position funded by the operating budget of the University, the individual shall be covered as a first-year employee under this Agreement except as noted in Article I.B.3 below.

3. The Provost/SVP AA may determine that the time spent during a faculty member's temporary or externally funded appointment will count towards "time in rank", seniority, and service years. The Chief Human Resources Officer, in consultation with the appropriate Vice President, may determine that the time spent during a professional employee's temporary or externally funded appointment will count towards service years.

### **C. New, Reclassified, and Restructured Positions**

1. If the University creates a new position, or restructures or reclassifies an existing position, and if the Association believes that the new, restructured, or reclassified position should be part of the bargaining unit, it will notify the University of that contention and the parties will add this item to the next "Meet and Discuss" agenda. The Association and University will determine whether or not the position is covered by the bargaining unit of this Agreement at this "Meet and Discuss". If the parties disagree, the Association may file a grievance pursuant to Article IV of this Agreement. The Association may also assert whatever rights it has under the National Labor Relations Act and have such issues resolved by the NLRB.
2. The President of the Association shall be provided on the first business day of each month with a report from the Department of Human Resources that contains an updated list of all bargaining unit employees. The monthly report to the President of the Association shall include names of relevant employees, e-mail addresses, job titles and job classification. This report shall provide information to readily identify SNHUPEA new hires into the bargaining unit, new promotions into or within the bargaining unit, employee classification changes within the bargaining unit, and terminations within the bargaining unit. The report shall also include other details mutually agreed upon by the Association and Administration.

### **D. Questions of Coverage**

1. The parties agree that other questions of coverage or non-coverage shall be resolved in accordance with Article I.C.



## **ARTICLE II - FAIR PRACTICES**

### **A. Non - Discrimination**

1. SNHU and the Association agree not to discriminate against faculty or professional staff members because of race, color, gender, sexual orientation, religion, or religious beliefs, disability, marital status, national origin, political affiliation or lawful political activity or political beliefs, veteran's status, membership or non-membership in the Association, or lawful activities on behalf of the Association. This prohibition includes claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New Hampshire Statute RSA 354-A, and any other state or federal laws prohibiting employment discrimination. Further, SNHU and the Association uphold and support the freedom of expression of covered employees relating to the aforementioned areas.

### **B. Compliance with Law**

1. SNHU and the Association will comply with all equal employment opportunity and affirmative action laws that apply to SNHU. Any such claims of discrimination under such laws shall be subject to the grievance and arbitration procedures of this Agreement. Appropriate legal action under relevant state and federal law may follow the after commencement of the grievance and arbitration process. Arbitrators shall apply appropriate laws and legal principles in rendering decisions based on such claims of discrimination.

### **C. Freedom of Association**

1. Covered employees shall have the right to join and participate in, or to refrain from joining and participating in the Association. There shall be no discrimination, interference, restraint, or coercion by the BOT, Administration or the Association, against any employee because of membership or non-membership in the Association or any successor organization.

## **ARTICLE III - PROFESSIONAL FREEDOM**

### **A. General**

1. Academic and professional freedom is essential to the functioning of the University as well as being a fundamental working condition. The University serves its community as an open intellectual forum where varying opinions may be freely expressed and fairly debated.
2. The Association member is a member of a learned profession and an employee of the University. When he or she speaks or writes, he or she should be free from institutional censorship or discipline as defined in Article III.B. 3. - Freedom of Expression.

### **B. Freedom of Expression**

1. Progress on addressing all matters of concern within a University community requires the free and open exchange of ideas, approaches and points of view. Accordingly, Southern New Hampshire University is committed to an environment in which free expression is the right of every member of the Association. It likewise is essential that such expressions of points of view be conducted in a climate of mutual respect, with due regard for the rights of others and in a responsible manner which prevents disruption.
2. In his/her role as a citizen, every member of the Association has the same freedoms as other citizens. However, in his/her extramural utterances he/she has an obligation to make every effort to indicate that he/she is not an institutional spokesperson. Nothing herein shall be construed as an abridgement of the rights guaranteed to every member of the Association by the Constitutions of the United States, the State of New Hampshire, or such other states that may apply.
3. To encourage creativity and constructive dissent, an Association member is entitled to full freedom of discussion (as defined in Article III.B.1 and 2) in those established institutional bodies that the member serves on or is invited to attend, without reprisal.

### **C. Academic Freedom**

1. It is the policy of the University to maintain and encourage, for Association members in a teaching capacity, full freedom, within the law, of inquiry, teaching, research, publication, and the pursuit of professional activity. The University cannot fulfill its purpose of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and/or method. However, the University and the faculty, through the academic governance process, shall determine the academic goals and outcomes expected to be achieved.
2. In the exercise of this freedom the covered employee, in a teaching capacity, may discuss relevant issues in the exercise of his/her professional duties. One may not use students as a vehicle to

support personal views. The University is obligated to protect and defend covered employees from pressure and harassment connected with their professional duties.

3. The content of syllabi for courses, sequencing, learning outcomes, and teaching materials is subject to approval by the prevailing process contained in each business units “Academic Governance”. If through the governance process, standardized syllabi, learning outcomes, and teaching materials are established for certain courses, faculty and professional staff who teach such courses shall comply with the standards.

## ARTICLE IV – GRIEVANCE AND ARBITRATION

### A. Grievance Provisions

1. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances. All grievances and associated deliberations shall be pursued by the parties in a confidential manner. Administration and the Association will make every reasonable effort to ensure this confidentiality.
2. A "grievance" is any dispute or difference between SNHU and a covered employee, group of covered employees, or the Association concerning the interpretation, application, or alleged violation of any Article of this Agreement or any claimed violation of an employee's right arising under written University policies, rules, regulations or procedures.
3. The parties agree that the grievance and arbitration mechanism set forth in this Article IV is intended to be, and will be treated by the parties in all cases, as the sole and exclusive mechanism for resolving disputes of any kind arising under this Agreement and under any individual appointments made pursuant to the Agreement. Except as provided in Article IV.C.3, a final decision under this Article IV shall not be subject to further review or appeal. The parties shall have such rights to appeal or challenge arbitration decisions specifically as provided under state and/or federal law. Nothing in this Article shall alter any rights employees may have under the law as interpreted by state and/or federal agencies and the courts.
4. A grievance may be filed by a covered employee or by a group of covered employees alleging the same grievance. The Association shall have the right to file a grievance involving an action by SNHU which affects Association members and is alleged to be a violation of the Agreement.
5. Failure by the grievant(s) to comply with the time limitations of the Formal Stage (Article IV.B.2) or Arbitration (Article IV.C) shall preclude any subsequent filing of the grievance except as noted in Article IV.A.6-8.
6. In the absence of extenuating circumstances (illness, accident, etc. that would normally be acceptable to the University), failure by the grievant(s) at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the grievant(s) of the decision rendered at the last step.
7. Failure by SNHU at Step One (Article IV.B.2.a.) to provide a written response within the specified time limits shall permit the grievant(s) to proceed to Step Two (Article IV.B.2.b).
8. The time limits in this Article IV may be extended by mutual agreement of the grievant and SNHU in writing. The request for extension may be initiated by either party in writing.
9. The filing or pendency of a grievance under the provisions of this article shall not prevent SNHU from taking the action grieved subject, however, to the final decision on the grievance. Should the action of SNHU be suspension without pay, the employee's salary and benefits

shall be continued through the grievance/arbitration process subject to the grievant signing, in a timely manner, a promissory note obligating the grievant to repay any amount of the salary and benefits paid to or for the member while the grievance is pending, should the suspension/termination be upheld at the conclusion of the grievance/arbitration process. Failure on the part of the grievant to sign a promissory note shall permit SNHU to discontinue the employee's pay and benefits.

10. All correspondence by the grievant and SNHU in the grievance process set forth in this Article IV, at each step of the grievance, shall be sent to the Department of Human Resources or their designee, the President of the Association, and the grievant. Such correspondence shall be sent by the parties in accordance with the agreed upon methodology identified on the grievance form called for in Article IV.B.2.a.ii.
11. Notwithstanding the provisions of this Article IV, the concerned employee(s) always maintains the right to drop the dispute and SNHU always has the right to negotiate a mutually agreed settlement with the grievant.

## **B. Grievance Procedure**

### **1. Informal Stage**

- a. Notwithstanding the availability of formal procedures in this Article, it is agreed an informal resolution of a dispute is desirable whenever possible. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Association and the University. The parties agree that, toward this end, informal resolution will be explored between the grievant and a designated representative from administration in any case. Those parties will meet within ten (10) calendar days to discuss the grievance and possible resolution of the grievance.
- b. The presence of an Association Ombudsman, or other Association representative appointed by the President of the Association, is optional at all meetings comprising this Informal Stage and may be waived by the grievant(s).
- c. A designee from the Department of Human Resources may attend this Informal Stage. However, attendance by a Department of Human Resources designee is not mandatory.
- d. If the grievance is not resolved at the Informal Stage or if the informal meeting does not take place within ten (10) calendar days, the grievant may move the grievance to the Formal Stage.

### **2. Formal Stage**

- a. Step One

- i. If a problem is not settled at the Informal Stage and the grievant wishes to proceed to the Formal Stage, the grievant shall obtain a grievance form from the Department of Human Resources. The form shall be submitted in writing within forty-five (45) calendar days of the time at which the grievant(s) knew of the existence of the situation giving rise to Formal Grievance as demonstrated by appropriate documentation.
  - ii. The formal written grievance form shall state the nature of the grievance, the relevant provision(s) of the Agreement or other written rule allegedly violated, a brief summary of facts, the remedy sought, and the agreed method of communication. The formal written grievance shall be signed and dated by the grievant(s) and submitted to the Department of Human Resources, which shall maintain a confidential grievance case file containing all written materials and correspondence related to each grievance filed.
  - iii. The written grievance shall be filed by the grievant with the Department of Human Resources, who will distribute copies of the grievance to the Association President, the individual whose action or decision is being grieved, and the next level administrator above the person whose action or decision is being grieved.
  - iv. A designee from the Department of Human Resources shall arrange and attend a meeting with the grievant(s), the next level administrator above the person whose action or decision is being grieved, other administrator(s) as appropriate in whose area of responsibility the grievance applies. The presence of an Association Ombudsman, or other Association representative appointed by the President of the Association, is optional at all meetings comprising this Formal Stage and may be waived by the grievant(s).
  - v. The aforementioned meeting shall be held within twenty (20) calendar days of the receipt of the grievance by the Department of Human Resources. The next level administrator of the party whose action or decision is being grieved shall provide a written response pertaining to the grievance which shall be forwarded to the grievant(s), the Department of Human Resources, and the President of the Association within ten (10) calendar days after the meeting(s).
  - vi. If the person whose action or decision is being grieved is the SNHU President or BOT member, the grievance shall move directly to Step Two of the grievance procedure. The grievant and Administration will forego both the Informal Stage and Formal Stage-Step One in these instances.
- b. Step Two - University Human Resource Committee (UHRC) Hearing
  - i. If the grievance is not settled at Step One, the grievant(s) may present the grievance at Step Two by filing a written appeal with the Department of

Human Resources within ten (10) calendar days of receipt of the response at Step One.

- ii. The Department of Human Resources will forward within ten (10) calendar days of receipt of the appeal a copy of the appeal and all relevant information regarding the grievance to the Chairperson of the UHRC, President of the Association, and appropriate administrator(s). In the absence of a named UHRC Chairperson, the President of the Association shall appoint a UHRC Convener.
- iii. The Chairperson (or Convener) of the UHRC shall call an initial meeting with the grievant(s) and the UHRC. Such initial meeting shall be held within twenty (20) calendar days of the UHRC receipt of the appeal. UHRC members are expected to be available to hear grievance appeals in a timely fashion. The UHRC members shall be equally apportioned between Administration and Association representatives.
- iv. The Chairperson of UHRC, or Convener, will conduct the appeal proceedings and keep notes and records. The Chairperson of UHRC, or Convener, shall provide the written committee findings and final decision pertaining to the appeal which shall be forwarded to the grievant(s), Department of Human Resources, the appropriate administrator(s), the President of the Association, and the SNHU President within ten (10) days following the hearing.
- v. The UHRC is free to confer with all interested persons in attendance at the time of hearing, including the SNHU President or his/her designee. If the UHRC committee confers directly with the grievant(s), the Association Ombudsman, or other Association representative appointed by the President of the Association, may accompany the grievant to the UHRC hearing if the grievant(s) so chooses.
- vi. The SNHU President or designee, President of the Association, and Chairperson (or Convener) of the UHRC shall meet within fifteen (15) days of receipt of the UHRC hearing to review and discuss the findings and recommendations of the UHRC. After this meeting, the SNHU President or designee may accept or reject the UHRC recommendations, or propose an alternative disposition, modification, and/or settlement. The SNHU President or designee shall then communicate the University's position to the grievant(s), the Chairperson of the UHRC (or Convener), the Department of Human Resources, the appropriate administrator(s), and the President of the Association within ten (10) days of the meeting with the President of the Association and Chairperson (or Convener) of the UHRC.
- vii. If the findings and recommendations of the UHRC are in favor of the grievant(s), support the remedy sought by the grievant and the President accepts said findings, recommendations and remedy the UHRC, the grievant

is precluded from taking further action and the grievance is final.

- viii. If the President or designee rejects the findings, recommendations, or remedy of the UHRC, then he/she may propose an alternative disposition, modification and/or settlement. If accepted by the grievant, the grievant must communicate said acceptance to the SNHU President or designee, Department of Human Resources, President of the Association, and Chairperson of the UHRC (or Convener) in writing within five (5) days of the receipt of the written communication from the SNHU President or designee. If accepted by the grievant, this precludes the grievant from taking further action and the grievance is final.
- ix. Upon acceptance by the President or designee of the UHRC findings, recommendations and remedy, or upon acceptance by the grievant of the President or designee's alternative disposition, modification and/or settlement, the resolution shall be implemented by Administration as soon as practicably possible.
- x. Grievant reserves the right to proceed to Article IV.C following any decision of the President or designee not endorsing grievant's requested remedy, including grievant's rejection of President or designee's alternative disposition, modification, and/or settlement.

## C. Arbitration Procedure

1. Any grievance arising out of the "interpretation, application, or alleged violation" (Article IV.A.2) of this Agreement which has not been finalized under the grievance procedure (Article IV.B.1 and Article IV.B.2) may be submitted for arbitration by the Association.
  - a. If the Association determines that it wishes to bring the grievance to arbitration at the request of and on behalf of the grievant, it must within thirty (30) calendar days of the final step of the grievance procedure deliver a demand for arbitration to the American Arbitration Association (AAA) and shall communicate that action to the Department of Human Resources.
  - b. Failure on the part of the Association to deliver a demand for arbitration within thirty (30) calendar days shall result in the conclusion of the grievance and acceptance by the Association and the grievant of the final decision of the grievance process. The Association and SNHU may mutually agree to extend the time limits of Article IV.C.1.a. This mutually agreed upon extension must be in writing. Requests for extension may be initiated by either party in writing.
  - c. The grievant, by requesting the Association to submit the grievance to arbitration agrees to accept the decision of the arbitration as final as stipulated in Article IV.C.3 below.



2. If the grievance proceeds to arbitration, then the arbitration process shall be conducted by an external qualified arbitrator, operating under the rules of and selected through the American Arbitration Association (AAA), who is mutually agreed to by SNHU and the Association. The procedure for the selection of the arbitrator will be as follows:
  - a. The Association and SNHU shall communicate promptly to choose the arbitrator no later than thirty (30) calendar days from the date of receipt of the demand for arbitration. If no selection can be made within such thirty (30) day period, then either party may request a list from the American Arbitration Association, and selection shall be made in accordance with the rules of the American Arbitration Association.
  - b. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. In the event the question before the Arbitrator is whether the asserted grievance is properly the subject of arbitration, including issues of timeliness, the arbitrator shall first decide that issue and determine whether to hear the substance of the case.
  - c. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitration shall be assessed by the AAA and the arbitrator and shall be shared equally by the Association and SNHU.
3. The Association, SNHU, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties. These parties, however, retain whatever legal rights they have under state and federal law as well as the ability appeal errors of law to the courts.
4. Unless otherwise mutually agreed upon in writing by the Association and SNHU, each arbitration hearing shall deal with not more than one (1) grievance.

## **ARTICLE V – GOVERNANCE**

### **A. Association Representation and Participation on the Board**

#### **1. Full Board.**

- a. Covered employees shall identify one (1) candidate according to procedures adopted by the Association, to be nominated to serve as an Association Representative to the Board of Trustees.
- b. Those eligible for nomination must have completed four (4) years of full-time employment at Southern New Hampshire University at the time of their nomination.
- c. The Board of Trustees will consider the Association nomination(s) in accordance with its practices and established procedures.
- d. When the nominee is elected by the Board of Trustees, then the period of representation will be in accordance with terms as established by the Board.
- e. The Association Representative elected must consult with and report to the Association membership before and after meetings. Unless information is specifically identified as confidential by the Chair of the Board or by the President of the University, the Association Representative is free to share the information with Association members and/or with the Association's Executive Committee.
- f. The University, through the President's Office, shall provide resources necessary for the Association Representative to conduct informational meetings and distribute written reports.
- g. The Board may go into Executive Session and, at the discretion of the Board Chair, the Association Representative may be excused and not participate in that part of the meeting.

### **B. University Human Resources Committee (UHRC)**

1. The primary functions of the UHRC are to hear grievances at Step Two as detailed in Article IV and to advise on questions of coverage as called for in Article I.C.3. In addition, the UHRC will, in a timely manner, review and recommend non-mandatory changes in Medical Insurance (Article XVIII.A.) to the University President for his/her approval. Further, UHRC may bring other matters of concern regarding personnel issues to the attention of the President.
2. The UHRC shall consist of twelve (12) members; six (6) appointed by the President and six (6) covered employees selected by the Association according to procedures it adopts. Members of UHRC shall have staggered two (2) year terms to ensure continuity and may serve for successive terms.
3. The UHRC, for each grievance process and for a matter regarding coverage, shall establish a Hearing Sub-Committee that is drawn from its membership consisting of

six (6) members and six (6) alternates: three (3) members and three (3) alternates shall be appointed by the President and three (3) members and three (3) alternates shall be selected by the Association. Once the Hearing Sub-Committee is established for a given grievance or for a matter of coverage, the group membership will be maintained throughout that grievance process or coverage issue to ensure continuity and fairness.

4. The UHRC shall continue to conduct its hearings in a manner that ensures that the positions of both the grievant and the Administration are adequately heard. It shall operate under the rules determined by the members and in a highly confidential manner. All members shall have equal rights. The Chair of UHRC shall be elected by the full Committee on or before September 1<sup>st</sup> of each year. The Chair and the members will continue to serve until new members have been appointed and a new Chair elected.
5. UHRC meetings shall be scheduled appropriately by its Chair to reasonably accommodate the teaching, office hours and other University responsibilities of the committee members.

### **C. Committee Representatives**

1. The Association, using procedures adopted by the Association, will forward to the President of the University the names of its UHRC and PSCAC representatives on or before September 1<sup>st</sup> of each academic year. The Association will also submit the names of its representatives to the Chief Human Resources Officer.
2. The President of the University will forward to the President of the Association the names of his/her appointments to the UHRC on or before September 1<sup>st</sup> of each academic year.
3. The timelines called for in Article V.B.2 and Article V.A.4 may be extended by mutual agreement.

### **D. Professional Staff Classification and Appeals Committee (PSCAC)**

1. The University and the Association acknowledge the continuing operation of the Professional Staff Classification and Appeals Committee. This Committee shall continue to operate according to the rules and procedures that its members shall endorse, and according to the obligations outlined in Article VI.H.
2. The purpose of the Committee is to make recommendations to the Chief Human Resources Officer or his/her designee regarding initial professional staff classifications or requested classification changes and to hear appeals on SNHUPEA classifications. The Chief Human Resources Officer or his/her designee will share Administration's position on whether new or reclassified positions are covered. SNHUPEA PSCAC members shall report to the President of the Association after each meeting of the PSCAC regarding the Administration's position(s) on coverage; thereby

allowing SNHUPEA to review and evaluate against Article I. Article I.C will be followed when a question of coverage exists.

3. The PSCAC shall consist of eight (8) members; four (4) appointed by the President and four (4) covered employees selected by the Association according to procedures it adopts. Association members of PSCAC shall have staggered two (2) year terms to ensure continuity and may serve for successive terms.
4. The Chief Human Resources Officer or his/her designee shall attend all meetings of the committee and shall serve as an advisor to the committee to help insure an overall consistent classification process and system.

## **E. Academic Governance**

1. The Board of Trustees, the Administration and the Association recognize the importance of academic governance to guide curriculum development and academic policies and procedures. These matters are included in the Academic Governance document of the respective business unit.
2. Most changes in academic governance can occur through the academic governance process. Major changes to University College academic governance proposed and approved by the Faculty Senate shall follow the then prevailing Academic Governance document. The current University College Academic Governance document requires a 3/5 vote of approval of all voting covered faculty and covered and non-covered professional employees.
3. Major changes to academic governance may also be proposed by the Administration. It is expected that any major change to the University College Academic Governance document proposed to the Board of Trustees by the Administration will follow discussion and consultation with the Faculty Senate.
4. All such proposed major changes, from either the Faculty Senate or the Administration, shall require the approval of the Board of Trustees following discussions with the appropriate committee of the Board of Trustees (as determined by the Chair of the Board). When either the Senate or the Administration is unable to agree with the proposal of the other party, then the Senate President or the University President may present an alternative position directly to the Board of Trustees.
5. It is recognized by the parties that the Academic Governance document may be revised from time to time; however, no change in the Academic Governance document can extend or alter provisions in the Agreement and in all cases where the Agreement and the Academic Governance document are at odds, the provisions of the Agreement control. The Board of Trustees has final authority to modify and approve matters of academic governance as well as those policies, procedures and practices that fall outside of the Agreement.

## **F. Meet and Discuss**

1. The Association and the University agree that the President of the Association and the President of the University or their designee(s) normally meet on the first Monday of each month during the term of this Agreement to “meet and discuss” and review contractual matters that have come to the attention of the Association or the Administration. The purpose of these meetings is to provide for the smooth functioning of and adherence to the terms of this Agreement by both parties. Though the named individuals would be the usual participants in these meetings, either side, upon consent of the other, may bring additional individual(s) to add expertise or information concerning the matter or issue that has arisen. If a matter or issue cannot be resolved through such meetings, either party may pursue other avenues allowed under this Agreement to obtain redress. The President of the Association shall be provided a quarterly financial update from Administration in the Meet and Discuss meeting. The parties can mutually agree to add a Meet & Discuss meeting each quarter to review financials and invite the appropriate parties.

## **ARTICLE VI - PERFORMANCE EVALUATION**

The evaluation of the professional activities of all covered employees is essential for the maintenance of academic and professional standards of excellence.

The purposes of evaluation are to recognize and provide feedback on good performance and the achievement of goals, to enhance the improvement of individual professional performance, to measure the job performance of covered employees and to provide the basis for development, improvement, retention, promotion and other personnel decisions. In the event an evaluation indicates a need for professional development and/or improved performance then generally a detailed development plan shall be corrective and progressive in nature. Certain deficiencies may be of such seriousness that immediate discharge or other disciplinary action is warranted.

### **A. Performance Evaluation for Faculty**

1. For faculty who have not yet received a rolling contract and for faculty whose rolling contract has not been renewed, an annual faculty self-evaluation report must be submitted each year on or before February 1<sup>st</sup> to the Dean/Director or designee from the appropriate academic unit. This document becomes a part of the faculty member's personnel file normally maintained in the Department of Human Resources and for accreditation purposes, are also entered into Digital Measures.
2. For faculty in their first and second year of appointment and for faculty whose rolling contract has not been renewed, an evaluation may be conducted at least twice each year by the Dean/Director or designee from the appropriate academic unit and must include class/teaching observations at least once per year.

3. The Provost/SVP AA may re-issue a rolling contract at his/her discretion if concerns arising from certain specified performance criteria have been adequately addressed.
4. For faculty in their third and fourth year of appointment, an evaluation may be conducted at least once each year by the Dean/Director, department chair, or designee from the appropriate academic unit and may include class/teaching observations at least once each year.
5. Lecturers may be evaluated at the discretion of the Provost/SVP AA by the Dean/Director, department chair, or designee from the appropriate academic unit, and would normally include class/teaching evaluation.
6. For faculty who are on rolling contracts, a faculty self-evaluation will be submitted once every three years on or before February 1<sup>st</sup> to the Dean/Director or designee from the appropriate academic unit. A year in which a faculty member is up for promotion will also require the completion of a faculty self-evaluation. A formal evaluation, which may include class/teaching observations, may be conducted by the Dean/Director, department chair, or designee from the appropriate academic unit at least every three (3) years. Faculty will be placed on a rotation schedule determined by the Provost/SVP AA so that at least approximately one-third of the faculty on rolling contracts come up for self-evaluation and evaluation each year. This evaluation process is as follows:
  - a. An evaluation of the past three years may be conducted by the Dean/Director, department chair or designee from the appropriate academic unit. The evaluation is intended to improve performance, recognize accomplishments and to support certain personnel actions.
  - b. By October 1<sup>st</sup>, the Dean/Director, department chair or designee's from the appropriate academic unit will inform the faculty member who is to be evaluated prior to the issuance of a continuing rolling contract.
  - c. By February 1<sup>st</sup>, the faculty member will submit a self-evaluation of the past three years based on progress made and accomplishments documented since his/her previous evaluation. The self-evaluation shall also address the elements in his/her Faculty Annual Plan, if applicable.
  - d. The Dean/Director or designee from the appropriate academic unit shall make a recommendation to the Provost/SVP AA regarding the continuation of a rolling contract based upon the evaluation process.
  - e. Each faculty member shall be apprised of his/her evaluation of the past three years and the Dean's/Director's or designee's from the appropriate academic unit recommendation prior to the report being submitted to the Provost/SVP AA.

- f. The faculty member will have the opportunity to comment, in writing, concerning the evaluation of the past three years which is being submitted to the Provost/SVP AA. The comments of the faculty member will be provided along with the evaluation report being submitted to the Provost/SVP AA.
  - g. The Provost/SVP AA shall make the final decisions regarding the continuation of a rolling contract. If a rolling contract is not continued, the current existing contract shall become a terminal contract.
- 7. In completing their evaluation, the Dean/Director or designee from the appropriate academic unit will consult with the appropriate Department Chair, program coordinator or other immediate supervisor, if applicable. The evaluations called for above are expected to be completed by the Dean/Director or designee from the appropriate academic unit no later than May 1<sup>st</sup>.
- 8. In completing the evaluation, the Dean/Director, department chair or designee from the appropriate academic unit will meet with the faculty member to discuss the evaluation(s) and where appropriate will outline expected performance improvement and possibly other required actions. The faculty member will sign the evaluation document indicating that he/she is aware of its contents and has met with the Dean/Director, department chair or designee from the appropriate academic unit to discuss the evaluation. The faculty member has the right to include his/her written comments regarding the evaluation to be included in the file containing the evaluation.
- 9. Copies of the completed evaluation document will be distributed by the Dean/Director, department chair or designee from the appropriate academic unit to the faculty member and to his/her personnel file maintained in the Department of Human Resources and Development or elsewhere as determined by the Administration. A copy of the faculty member's Faculty Annual Plan will be included with the evaluation document.

#### 10. Faculty Annual Plan

- a. During the contract year, full-time faculty, must develop a Faculty Annual Plan in consultation with the Dean/Director or designee from the appropriate academic unit. The Faculty Annual Plan must be approved by the Dean/Director or designee from the appropriate academic unit as well as the Provost/SVP AA.
- b. In instances when the faculty member and the Dean/Director or designee from the appropriate academic unit or the Provost/SVP AA cannot reach accord on the Faculty Annual Plan, the faculty member has the right to grieve the matter as provided in Article IV.
- c. Faculty Annual Plans shall be submitted annually on or before November 1<sup>st</sup>. A faculty member may amend their Faculty Annual Plan after the November 1<sup>st</sup> date with the approval of the Dean/Director or designee from the appropriate academic unit and the

Provost/SVP AA. Faculty will receive sufficient additional time to submit a Faculty Annual Plan for the initial year of this contract.

- d. The Dean/Director or designee from the appropriate academic unit will respond to the faculty member's Faculty Annual Plan on or before February 1<sup>st</sup> and the Provost/SVP AA will respond to the plan no later than June 1<sup>st</sup>.

#### 11. Class/Teaching Observation

- a. The Provost/SVP AA or designee or Dean/Director or designee from the appropriate academic unit may schedule a class visit for the purpose of observing a faculty member in his/her teaching/learning environment. In scheduling this visit the individual scheduling the class observation will normally schedule the visit at a time, place and duration deemed appropriate by the parties.
- b. The class/teaching observation will be in accordance with the criteria developed by the appropriate academic unit and in keeping with Article X. The form and criteria utilized will be provided to the faculty member, upon request, prior to the class/teaching observation.

### **B. Performance Evaluation Process for Faculty**

1. The faculty evaluation process begins with the individual faculty member, who is responsible for keeping complete and accurate records of all activities related to his/her professional growth and development. The information shall be summarized in the faculty self-evaluation report which will include the Faculty Annual Plan and which is submitted to the Dean/Director or designee from the appropriate academic unit. Faculty will also submit an updated curriculum vitae to Administration on an annual basis on or before February 1.
2. In making his/her evaluation and recommendations, the Dean/Director or designee from the appropriate academic will confer with the appropriate Department Chair and will consider those responsibilities outlined in Article X and elsewhere in the Agreement.
3. Each faculty member shall be apprised of his/her evaluation and the Dean/Director or designee from the appropriate academic unit recommendations prior to the evaluation report being submitted to the Provost/SVP AA.
4. The faculty member will have the opportunity to comment, in writing, concerning his/her evaluation, and will sign the evaluation document indicating that he/she is aware of the content. Failure of the faculty member to sign the evaluation document, after a reasonable period of review, indicates acceptance that the evaluation will become a part of the faculty member's personnel file.



### **C. Faculty Evaluation for Initial Rolling Contracts**

1. During a faculty member's fourth year of full-time faculty employment, a cumulative evaluation will be conducted by the Dean/Director or designee from the appropriate academic unit. The Dean/Director or designee will confer with the appropriate department chair.
2. By October 1<sup>st</sup> of each academic year, the Dean/Director or designee from the appropriate academic unit will inform each faculty member who is scheduled for a cumulative evaluation prior to the issuance of the first rolling contract.
3. Each scheduled faculty member will submit a cumulative self-evaluation based upon progress made and accomplishments documented during his/her previous annual evaluations. The self-evaluation shall also address the elements of his/her past and current Faculty Annual Plans.
4. The Dean/Director or designee from the appropriate academic unit shall make a recommendation to the Provost/SVP AA regarding the issuance of a rolling contract based upon the cumulative evaluation process.
5. Each faculty member shall be apprised of his/her cumulative evaluation and the Dean's/Director's or designee's from the appropriate academic unit recommendation prior to the report being submitted to the Provost/SVP AA.
6. The faculty member will have the opportunity to comment, in writing, concerning the cumulative evaluation which is being submitted to the Provost/SVP AA. The comments of the faculty member will be provided along with the report being submitted to the Provost/SVP AA.
7. The Provost/SVP AA shall make final decisions regarding the issuance of a rolling contract. If a rolling contract is not issued, and in order to permit faculty to address certain specified performance criteria resulting from the cumulative evaluation, the Provost/SVP AA at his/her discretion, may elect to issue a terminal one year non-rolling contract which would be issued on or before February 15<sup>th</sup> of the faculty member's fourth contract year. If during the terminal one year non-rolling contract the performance issues have been resolved, the Provost/SVP AA at his/her discretion may then elect to issue a rolling contract.

### **D. Faculty Evaluation for Promotion**

1. By May 1<sup>st</sup> of the preceding academic year, the Department of Human Resources, in consultation with the Dean/Director or designee from the appropriate academic unit, will inform each faculty member who is time in rank eligible for promotion. The Department of Human Resources will also inform the chairpersons of the School Promotion Committee and the University Promotion Committee.

2. By May 15<sup>th</sup> of the preceding year, the Dean/Director or designee from the appropriate academic unit will inform each of the eligible faculty members of the promotion review timetable, the institutional portfolio guidelines and of the materials required for review based on the University, School and/or Program Unit's criteria.
3. By October 1<sup>st</sup> of the current academic year, the faculty member applying for promotion will notify the Dean/Director or designee from the appropriate academic unit, the School Promotion Committee and the University Promotion Committee of his/her intent to apply for promotion. In addition, the faculty member will submit at the same time the name of the person chosen to be his/her representative on the committee as called for in Article VI. E.
4. By December 1<sup>st</sup> the faculty candidate for promotion will prepare and submit his/her portfolio, along with the recommendations as specified in the guidelines, to the Dean/Director or designee from the appropriate academic unit, following the published institutional portfolio guidelines and in accord with University, School and/or Program Unit criteria and those expectations set out in this Article VI and in Article VII.
5. By January 1<sup>st</sup> the Dean/Director or designee from the appropriate academic unit will make available the portfolio materials to the School Promotion Committee. The Dean/Director may request an opportunity to meet with the School Promotion Committee and the School Promotion Committee will not unreasonably deny this request.
6. If an academic unit does not have, or is unable to have, a Promotion Committee (e.g., Library or a school with insufficient numbers of eligible faculty to serve on the School Promotion Committee) then the Dean/Director or designee from that academic unit will make available, by January 1<sup>st</sup>, the portfolio materials to the University Promotion Committee and the Provost/SVP AA. In these instances the Dean/Director or designee from the appropriate academic unit may request an opportunity to meet with the University Promotion Committee and the University Promotion Committee will not unreasonably deny this request.
7. The School Promotion Committee will first review the portfolio for completeness, contacting the candidate and the Dean/Director or designee from the appropriate academic unit to clarify questions or to supply missing information. The School Promotion Committee will evaluate the portfolio, make its recommendation and forward it to the Dean/Director or designee from the appropriate academic unit by February 1<sup>st</sup>. The School Promotion Committee will simultaneously inform the candidate and the University Promotion Committee of its recommendation.
8. The Dean/Director or designee from the appropriate academic unit will also evaluate the candidate's portfolio and may contact the candidate or the School Promotion Committee for clarification or discussion. The Dean/Director or designee from the appropriate academic unit will make an independent recommendation and forward his/her recommendation to the Provost/SVP AA by March 1<sup>st</sup>, the candidate will also be informed of this recommendation. Also by March 1<sup>st</sup>, the Dean/Director will forward the portfolio material to the Provost/SVP AA in order for the material to be available for the University Promotion Committee.

9. The University Promotion Committee will then review and evaluate all the candidates' portfolios, ensuring equity and integrity in the process. The University Promotion Committee will submit its recommendations to the Provost/SVP AA by April 1<sup>st</sup>. The Committee will also inform the candidate, the Dean/Director or designee from the appropriate academic unit and the School Promotion Committee of its recommendation.
10. The Provost/SVP AA will then evaluate the candidate's portfolio and the previous recommendations, and will confer with the President. If the candidate's application is denied by the Provost/SVP AA, the candidate will be notified by May 1<sup>st</sup>. If the candidate's application is approved by the Provost/SVP AA, the Provost/SVP AA recommendation to promote will be forwarded through the President to the Board of Trustees for its decision which shall normally occur at its May meeting. The Provost/SVP AA will notify the candidate of his/her recommendation to the President and the Board of Trustees prior to the normally scheduled May meeting of the Board.
11. Within ten (10) days following the action of the Board of Trustees, the Provost/SVP AA will inform the individual faculty member of the Board of Trustees action with respect to his/her recommendation for promotion.

## **E. Peer Review Committees**

1. Structure and Membership of School Promotion Committee. The number of faculty members serving on the School Promotion Committee, as determined by the Dean/Director or designee from the appropriate academic unit, will depend on the number of full-time faculty of the school units (e.g., 3 for smaller ones; 5 for larger ones). The candidate will choose an additional committee member from a list of three discipline-related representatives provided by the Committee. This Candidate Representative will be a voting member, serving on the Committee only during discussions of the represented candidate. The candidate's department chair will also serve on the committee as a voting member. The other committee members will be elected for staggered two-year terms in order to promote consistency and stability on the committee.
2. Structure and Membership of University Promotion Committee. The University Promotion Committee will consist of one voting faculty member from each school, one voting faculty member from the library, and one voting professional staff member from the covered professional staff. Voting members will be elected by the constituency he/she represents. In addition, the Candidate Representative to the School Promotion Committee will serve as a non-voting member of the University Promotion Committee, serving on the Committee only during discussion of the represented candidate.
3. Criteria for Committee Service. Prospective representatives are to be nominated and all nominations must be seconded. Prospective faculty representatives on School or University Promotion Committees must be at the Associate Professor rank or higher and must be on a rolling contract with the exception of the Candidate Representative as noted in Article VI.E.2. No

representative may serve as a voting member on both the School and the University Promotion Committees.

4. In an instance where the school unit does not have enough faculty who are eligible to serve on their School Promotion Committee, candidates for promotion should go before the University Promotion committee in order to receive the required peer review.

## **F. Committee Functions**

### **1. School Promotion Committee: Functions**

- a. The School Promotion Committee will meet to review the institutional portfolio guidelines established by the University Promotion Committee, and to specify and clarify how these guidelines relate to any criteria particular to the structure and mission of the University, School or Program Unit.
- b. When reviewing and evaluating an applicant's portfolio, the School Promotion Committee will be responsible for following school/discipline-specific criteria for promotion as well as the University and other criteria contained in the Agreement. The School Promotion Committee will forward its recommendation to the Dean/Director or designee from the appropriate academic unit. The School Promotion Committee will simultaneously inform the candidate and the University Promotion Committee of its recommendation.

### **2. University Promotion Committee: Functions**

- a. The University Promotion Committee will meet to establish institutional portfolio guidelines, a universal timetable and reinforce the language of the Agreement as common expectations for all covered members of the faculty.
- b. The University Promotion Committee reviews all faculty portfolios and their associated School Committee recommendations. The University Promotion Committee also reviews and evaluates the portfolios of the Library faculty. The University Promotion Committee reviews all portfolios to ensure integrity and equity in the promotion process and presents its recommendations to the Provost/SVP AA.
- c. This recommendation is also communicated to the candidate, the Dean/Director or designee from the appropriate academic unit and the School Promotion Committee.

## **G. Performance Evaluation for Covered Professionals**

1. The covered professional member's evaluation process begins with a review and understanding of the job expectations as outlined in the current approved position description which is maintained

by the Office of Human Resources and is considered a part of the employee's personnel file. The employee may request from Human Resources a copy of the existing job description.

2. The annual performance evaluation, including any mid-year and supplemental evaluations, will consider the extent to which the covered professional has performed in relation to her/his position description, specific performance goals and objectives which had been established at the time of hiring or as part of any previous performance evaluation or program/department plans. Normally, future goals and objectives are established in discussions with the employee during the evaluation process for the prior period.
3. The self-evaluation process begins with the individual covered professional who is responsible for keeping complete and accurate records related to his/her professional growth, development and attainment of goals and objectives. The information will be summarized in an annual self-evaluation report which is submitted by April 15<sup>th</sup> to his/her supervisor.
4. By May 15<sup>th</sup> of each year, the covered professional's supervisor will submit to the appropriate next level supervisor an annual written performance evaluation for each covered professional that they supervise, with any appropriate recommendation regarding contract renewal and compensation.
5. The next level supervisor will process all evaluations and submit those evaluations to the appropriate Vice President or Division head by June 1<sup>st</sup> which are to be finalized and forwarded to the Office of Human Resources by June 15<sup>th</sup>.
6. Each covered professional shall be apprised of and have the opportunity to review his/her supervisor's evaluation and recommendations prior to that evaluation report being submitted and later finalized through the organizational levels of the University.
7. The covered professional shall also sign the evaluation indicating that he/she is aware of the content of the evaluation. Failure of the professional member to sign the evaluation document, after a reasonable period of time for review by the professional member, indicates acceptance by the professional member that the evaluation will become a part of the professional member's personnel file.
8. The covered professional will have the opportunity, within a reasonable and specified time frame, to comment in writing, concerning his/her evaluation, and can indicate on the form that there are/will be attached comments. Written comments submitted by the covered professional become a part of the evaluation report submitted to the next level supervisor.
9. One copy of the final performance evaluation and any related written employee comments shall be placed in the professional's personnel file with all pertinent documentation. A copy will be provided to the covered professional upon request.

10. Prior to finalizing decisions regarding personnel matters the supervisor is free to confer with the Department of Human Resources or others.

## **H. Reclassification of Professional Staff**

1. Should the responsibilities of a covered professional's position change to meet the needs of the University, that position may be reclassified in accordance with the process administered by the Professional Staff Classification and Appeals Committee (PSCAC), noted in Article V.D.
2. A request for reclassification may be submitted by the covered professional through the supervisor or directly by the supervisor to the PSCAC.
3. A reclassification may also be warranted when:
  - a. The need for changed responsibility has been documented and approved by the Vice President and the Dean or Director of the division.
  - b. The position description reflects changed administrative and/or professional responsibilities.
4. All reclassification requests of covered professionals will be reviewed by the PSCAC. Once the PSCAC has recommended the classification level, the Office of Human Resources will perform a wage calculation for the individual in that position even if the classification does not change.
5. Salary adjustments made as a result of reclassification are to be reflected in the new base salary of the individual.

## **I. Promotion of Professional Staff**

1. Recommendations for promotion will be brought to the senior level officer of the department. Final approval by the senior leader and/or President may be required. Typically, these requests must be submitted for approval during the budget development process. However, consideration may be given during the course of the year. Salary adjustments made as a result of promotion or reclassification are to be reflected in the new base salary of the individual.

## **J. Supplemental Performance Evaluations**

1. A covered employee, for reason(s) stated by the employee, has the right to request, in writing, a supplemental performance evaluation using the evaluation guidelines and procedures set forth in Article VI. Approval of the covered employee's request shall not be unreasonably withheld.
2. The University may reasonably conduct additional evaluations at other times if there are indications of performance concerns and may conduct additional informal evaluations to provide

ongoing feedback to the employee. The supplemental performance evaluation process normally will include class observations in those instances where the employee has a teaching assignment.

## ARTICLE VII - RANK AND POSITION QUALIFICATIONS AND CRITERIA

### A. Faculty

Southern New Hampshire University is a multi-dimensional institution of higher learning, and faculty members conduct their teaching, advising, scholarly activity and service in diverse settings within the University.

While the individual schools and the library have developed criteria and expectations for each rank for their respective units, the following common standards and expectations apply to all covered faculty members.

1. Ranks. The following full-time faculty ranks are recognized at the University:
  - a. Lecturer - Lectureships may be established to provide a more flexible faculty position that lessens the University's dependence on adjunct faculty and assists the University in obtaining faculty for those positions that, because of market forces, are more difficult to fill. The position will be covered by this Agreement.
    - i. When a lecturer position is created for a department and the need for a full-time position still exists after three (3) years then a regular faculty member shall be recruited for the position. Upon hire of a full-time regular faculty member, the Lecturer position will cease.
    - ii. Lecturers will have full faculty status in that they will receive full benefits. The designation of Lecturer will not require a Faculty Annual Plan or service on academic committees. The academic teaching load for Lecturers will consist of 8 courses annually.
    - iii. Lecturers must have at least an earned Master's degree unless otherwise approved by the Provost/SVP AA.
    - iv. Lecturers will not be on the normal academic track and will serve at the pleasure of the University and employed as required by the academic priorities of the University.
    - v. Individuals serving as Lecturers may be offered one-year contracts that may be renewed based on academic priorities and are expected to have the support of the Department Chair.
    - vi. If the Lecturer meets the position requirements he/she shall be eligible to apply for any open faculty position in the department which shall generally be at the first



level of appointment to a regular faculty position. If appointed, academic rank at that time will be negotiated by the appointee with the University.

- vii. Lecturers shall receive a minimum annual base salary of \$40,000 upon appointment but no appointee shall receive a beginning salary exceeding the salary of any full-time faculty member in the School where the Lecturer is appointed. Once appointed, and subsequently re-appointed, Lecturers shall receive the annual percentage salary increases called for by the Agreement.
  - b. Instructor - Entry-level teaching position for a faculty member who holds an earned master's degree and has had limited teaching experience. Exceptions to this minimum requirement are permitted only in individual cases where the faculty member has unique qualifications that meet a specialized need.
  - c. Assistant Professor - A teaching position that requires an earned master's or other earned advanced degree in the field of assigned teaching. In addition, the individual has had successful teaching experience at an accredited institution of higher learning. Exceptions to this minimum requirement are permitted only in individual cases where the faculty member has unique qualifications that meet a specialized need.
  - d. Associate Professor - A teaching position that requires an earned doctorate in the field of assigned teaching; or who holds an earned master's degree with appropriate professional certification from a discipline related professional association. In addition to the requirements and exceptions of the Assistant Professor, the individual should also have a combination of professional and academic experience or other significant scholarly activities along with significant successful teaching experience at an accredited institution of higher learning.
  - e. Professor - A teaching position that requires an earned doctorate in the field of assigned teaching. A faculty member with an "out-of-field" earned doctorate must have a combination of professional experience, research/publication, and/or additional course work in the primary teaching field. In addition to the requirements and exceptions of the Associate Professor, the individual shall have significant long-term effective teaching, academic advising, scholarly activity or service to the University. Achievement of the rank of Professor represents a record of outstanding performance, significant personal involvement and long-term commitment to the University and its students. Those at the professorial rank are expected to assume leadership roles in program instructional improvement and in enhancing the quality of teaching, scholarship and service at the University, thereby giving vitality and direction to the continued academic development of the University.
2. Expectations. Southern New Hampshire University is an institution which strives for excellence in teaching. Attention to the quality of teaching and the importance of instruction is primary in the evaluation of faculty for promotion in rank. In order to qualify for promotion in rank, a faculty member must show evidence of continued growth and accomplishments since his/her appointment

or last promotion as detailed in his/her Faculty Annual Plan and other criteria as outlined in Article VI and Article X. The faculty of each school and/or academic unit may add expectations and/or weights for promotion and rank based upon the unique characteristics of the school and/or academic unit subject to the approval of the Dean/Director of the academic unit and the Provost/SVP AA.

3. Time in Rank

a. Minimum time in rank at the University is as follows:

- i. Instructor to Assistant Professor - 3 Years
- ii. Assistant Professor to Associate Professor - 5 Years
- iii. Associate Professor to Professor – 6 Years

Faculty members are eligible to be considered for promotion in rank during their final minimal year in current rank (e.g. Instructors may apply for promotion to Assistant Professor during their third year in rank.). Faculty members at the Associate Professor level as of September 1, 2015 shall meet the time in rank requirements for Professor after five (5) years at the Associate Professor rank.

- b. For newly-appointed faculty members who have teaching or appropriate professional experience up to one year of time in rank credit may be granted to those appointed at the Instructor rank, and up to two years of time in rank credit may be granted to those appointed at the Assistant Professor or Associate Professor ranks. However, any time in rank credit granted or, in rare instances any credit beyond that permitted above, must be authorized by the Dean and the Provost/SVP AA and included in the Letter of Appointment.
  - c. For newly-appointed faculty where a question of credentials arises, this matter will be decided by the Provost/SVP AA, with appropriate school and/or discipline related consultation, and addressed in the Letter of Appointment.
4. The academic rank at hire should be determined by the same standards included in this document. However, the Provost/SVP AA shall have at his/her sole discretion the right to assign rank in special circumstances which vary from the criteria set forth in this Article VII.
5. Following consultation with the faculty member, the Provost/SVP AA may shift a faculty member's responsibility from one academic unit to another. When this occurs, the faculty member carries his/her assigned rank and years in rank to the new assignment, but then must meet the criteria and expectations within that unit for future promotions in rank.
6. Faculty may apply for and be appointed to non-faculty administrative positions. Nothing

within this Agreement is intended to provide such individuals with a right to return to the faculty unless otherwise provided for in the Letter of Appointment.

7. When a faculty member assumes administrative responsibilities in addition to his/her regular faculty responsibilities, the letter of assignment will specify, where appropriate, the individual's rights and responsibilities with respect to rank, time in rank, promotion, and other issues of promotion and rank.
8. Those covered professional staff having honorary faculty rank will retain such rank and their rights for advancement in rank. The President shall have the authority, at his/her discretion, to grant honorary faculty rank to covered professional staff members. All such covered professional staff will be treated in all aspects as professional staff and not as full-time faculty.

## **ARTICLE VIII - CONTRACTS**

### **A. Faculty**

1. During the first four (4) years at the University as a covered faculty member, except as defined in Article VII.A.1.a., an individual newly appointed to the faculty, shall receive an initial one (1) year contract. Unless otherwise notified, by June 1<sup>st</sup>, this one year contract will renew automatically. For the fifth year, by June 1<sup>st</sup>, a faculty member, shall upon renewal receive a three-year rolling contract, except as provided for elsewhere in this Agreement
2. Faculty holding rolling contracts may continue to be automatically renewed annually, thus providing the faculty member, upon renewal, with a full three-year term. Should a faculty member on a rolling contract not be renewed, he/she may work out the remaining two years on his/her contract, or accept a settlement with the University. Nothing in this clause prevents the University from reinstating a faculty member to a new three year rolling contract during the remaining two years should it desire to do so, or from proposing a settlement with the employee.
3. Faculty will be evaluated for performance and renewal as provided in Article VI.

### **B. Professional Staff**

1. Those covered professional staff that were covered by the then existing Master Agreement on June 30, 1990 and employed by the University subsequent to July 1, 1990 will retain their three-year rolling contracts following the same processes detailed for faculty under Article VIII.A. These individuals will be evaluated annually for performance and renewal as provided in Article VI. Professional staff that are covered by this section and who become faculty but subsequently revert to covered professional staff will retain their rights hereunder.
2. For newly appointed covered professional staff and for those employed after July 1, 1990, such employees will be appointed on an annual basis.

### **C. Renewal Dates for Faculty and Professional Staff**

1. For faculty and professional staff who have been issued a three year rolling contract, this contract will automatically renew on February 15<sup>th</sup> except as provided in Article VIII.D.2.a, Article VIII.D.2.b and Article VIII.D.2.c below.
2. For faculty in their first 4 years in their covered position who have been issued a one year contract, will have that contract automatically renew on June 1<sup>st</sup> except as provided in Article VIII.D.1, Article VIII.D.2.a, Article VIII.D.2.b and Article VIII.D.2.c below.
3. For professional staff hired on or before February 15, 2011 with a minimum of 4 years in a covered position as of that date, who have been issued a one year contract, will have that contract automatically renew on February 15<sup>th</sup> except as provided in Article VIII.D.2.a, Article VIII.D.2.b, and Article VIII.D.2.c.

4. All other professional staff who have been issued a one year contract will have that contract automatically renew on June 1st except as provided in Article VIII.D.2.a, Article VIII.D.2.b, and Article VIII.D.2.c.
5. Lecturers, if re-appointed, shall normally be notified of re-appointment on or before June 1<sup>st</sup> prior to the start of the next appointment period. These Lecturers offered renewal shall respond in writing of their intent to accept or decline a contract renewal on or before July 1<sup>st</sup>

## **D. Renewal Rights**

1. The University has the right to not renew an appointment if an employee is in the first two (2) years of their covered position. Notice of non-renewal will be provided in writing on or before June 1<sup>st</sup>.
2. For all other covered employees, the University has the rights to not renew an appointment only for the following reasons:
  - a. Just cause which includes inadequate job performance as identified in evaluations called for in Article VI.
  - b. Planned reorganizations which result in the elimination of a position.
  - c. In accordance with the provisions of Article XI – Program Flexibility and Retrenchment.

## **E. Disciplinary Action**

1. The University has the right to discipline and discharge a covered employee during the term of his/her contract or appointment for reasons other than just cause in the first two years of their covered position as a result of evaluations called for in Article VI.
2. For all other covered employees, the University may discharge or otherwise discipline during the term of his/her contract or appointment for just cause, which includes inadequate job performance as identified in evaluations called for in Article VI.
3. Upon termination, in the cases identified in Article VIII.E.1 and Article VIII.E.2, the University may cease all compensation and other benefits permitted by law.
4. The above actions are subject to the provisions of Article IV - Grievance and Arbitration.

## **F. Employment Contracts**

1. Employment contracts, by reference, incorporate the terms of this Agreement and should conflicting language arise, the terms of this Agreement shall prevail. Any covered employee who assumes a different covered position within and for the University is considered to be continuously employed by the University. While such employee retains all the fringe benefits and privileges provided for in the Agreement, his/her salary may be adjusted to reflect changes in work year and/or responsibilities. Any covered employee who assumes a non-covered position as their primary position within and for the

University is considered to be continuously employed by the University. The salary, benefits, and privileges of the non-covered position fall outside of this Agreement.

## **G. Notification**

Notices of non-renewal will be sent by regular mail, certified return receipt mail, receipted hand delivery, or electronically by email to the employee's assigned University email address on or before the dates required in this Article.

## ARTICLE IX - CONTRACT YEAR/WORK YEAR

### A. Contract Year for Faculty

1. Unless otherwise required by the University, annual employment contracts, between the University and Faculty normally will commence on September 1<sup>st</sup>, or in the case of newly appointed employees, on the date of hire, and conclude on August 31<sup>st</sup>. All benefits and compensation, except as provided for below, extend for the entire contract period.
2. Faculty who retire effective at the conclusion of the contract year will retain their employment, compensation and benefits normally through August 31<sup>st</sup> of the year in which they retire. Faculty anticipating retirement will receive a contract reflecting these conditions of employment.

### B. Work Year

The work year defines the time span within which the obligations of the positions covered by this Agreement are carried out. In matters regarding compensation and benefits, the contract year and not the work year, shall apply. The work year is normally as follows:

1. Professional 12-month employee - September 1<sup>st</sup> through August 31<sup>st</sup>.
2. Professional 10-month employee - August 15<sup>th</sup> through June 15<sup>th</sup> – except for the work year for 10-month Resident Directors and 10-month staff members of the Wellness Center, whose 10-month work year normally will run from August 1<sup>st</sup> to May 31<sup>st</sup>. All benefits extend for the entire work year.
3. For faculty the work year begins one week before the first day of classes for the fall semester and ends one (1) week after the traditional May commencement ceremonies.
4. In the event that a covered employee is terminated or is non-renewed or voluntarily resigns prior to or as of the end of their work year or prior to the start of their next scheduled work year, benefits and compensation will terminate as of the last day worked. Accrued PTO will be paid, where appropriate. Such employees shall have their COBRA and other federally mandated rights with respect to certain fringe benefits. Employees who leave the University and have fulfilled all their work year requirements will receive their appropriate pension benefit contribution earned during their work year.

## ARTICLE X – WORKLOAD/RESPONSIBILITIES

### A. Faculty

1. University College Faculty will be assigned an eight (8) course University College teaching load, which is the standard teaching load for the University College.
  - a. A course is defined to be a class (either face-to-face or hybrid) that awards a minimum of 3 credits, or the equivalent thereof as approved by the Dean/SVP AA, to students.
2. Effective with the 2017 Academic Year, University College faculty with an approved Faculty Annual Plan may receive course load reductions for the following:
  - a. Approved Scholarly Activity will be assigned a seven (7) course teaching load.
  - b. Approved Student Engagement Activity will be assigned a seven (7) course teaching load.
  - c. Approved Scholarly Activity and approved Student Engagement Activity will be assigned a six (6) course teaching load.
  - d. Two approved Student Engagement Activities will be assigned a six (6) course teaching load.

Faculty course loads shall not fall below a six (6) course teaching load unless extenuating circumstances exist or further reductions have been approved for assuming responsibilities such as Department Chair. All exceptions to be approved by the Provost/SVP AA or designee.

Failure to fulfill agreed upon course reduction activities as outlined in the Faculty Annual Plan, will result in no course reductions being approved in the subsequent academic year.

3. University College faculty who are assigned two (2) or more responsibilities in a doctoral program (courses taught, coordination of doctoral examinations or supervision of doctoral dissertations) will receive a one (1) course reduction in teaching load or stipend equivalent at the overload rate for every two (2) responsibilities. Responsibilities must be outlined in the Faculty Annual Plan and approved by the Dean and the Provost/SVP AA.
4. Library faculty are University College full-time faculty members who are specifically appointed to the Library and work under the direction of the Dean of the Library.
5. Each library faculty member's position will be defined by a job description as determined and changed from time to time by the Dean of the Library *in consultation with the Office of Human Resources and the library faculty member involved*, and approved by the Provost/SVP AA. The job description will include:
  - a. Position title
  - b. Position responsibilities and authority
  - c. Minimal qualifications of education and experience
  - d. Standard requirements of the University



4. Library faculty shall serve on library and University committees and task forces, be conversant with current developments in the discipline, and undertake activities that foster professional growth, development, and library faculty promotion criteria.
5. Library faculty with an approved Faculty Annual Plan will receive an annual reduction of up to 160 hours from regular duties. The actual scheduling of the reduction shall be arranged to recognize the activities to be undertaken and to assure adequate coverage of the library as required during the regular work year.
6. All library faculty shall perform the duties set forth in the job description, devote the time necessary to perform those duties and meet their respective responsibilities. Library faculty performing extraordinary demands which exceed their normal professional responsibilities may, with the approval of their immediate supervisor, be granted appropriate leave time as long as it does not interfere with the operations of the library. Paid teaching and other activities for which library faculty members are compensated or reimbursed are not included in the definition of “extraordinary demands.”
7. Faculty appointments are normally school or program specific. However, there may be circumstances when the University wishes to encourage joint appointments that may be in the best interests of the University, and/or its students and/or its faculty. Joint appointments must be consistent with the policies, practices and governance processes of the University and the schools involved. A faculty member having a joint appointment will continue to maintain residency in a specific school and will be obligated to teach and perform his/her required assignments in a combination that meets the minimum work load requirements for a faculty member as specified in Article X.A.1. above and as specified in other relevant portions of this document.

## **B. Teaching Assignments Beyond Normal Workload**

1. Faculty and staff are not required to accept teaching assignments beyond their normal workload unless they are so inclined to do so, and or if the University requests a faculty or staff member to assume an additional assignment.
2. Faculty members may teach additional courses above and beyond their normal workload, but no more than one (1) additional teaching assignment in the same term during the work year, except as noted below.
3. Qualified faculty shall have first priority over professional staff to accept additional teaching assignments in terms that fall outside their normal work schedule.
  - a. Faculty may instruct up to three (3) courses per term that fall primarily outside of the normal work schedule (i.e. terms that primarily take place in the summer).
  - b. All additional teaching assignments of full-time faculty must be approved by the Provost SVP/AA and the appropriate program administrator with consideration given to the program’s academic and fiscal integrity.

4. Qualified covered professional staff may be appointed to up to three (3) teaching assignments during their normal work year on a requested or voluntary basis, subject to the restriction that no more than one (1) teaching assignment may be assigned to an individual in the same term during the work year.
  - a. Covered professional staff may be approved to teach up to two (2) teaching assignments in each term during the Summer, as long as the assignment does not interfere with normal work hours.
5. All teaching assignments of covered professional staff must be approved jointly by the Provost/SVPAA or his/her designee (normally the Dean/Program Director), the appropriate program administrator and the appropriate Vice President/Director of the professional staff member's division. In determining approval or non-approval, reasonable considerations shall be given to qualifications, program budget impact, and workload considerations within the professional staff individual's department and division.
6. Notice of the availability of undergraduate and graduate courses for teaching shall be posted on either an electronic or other job board by the University to give faculty and professional staff notice as soon as practicable and no more than one year ahead of the date of the available course. The postings provide the information necessary, when faculty and staff submit a request for teaching assignments, based on the appropriate deadlines. The posting will carry a deadline date by which the faculty and professional staff member must request the teaching assignment.
7. Normally, no more than eight (8) additional teaching assignments will be assigned to an individual during a contract year.
8. The Department Chair/Program Director/Dean/appropriate Vice President/Provost SVP AA will assign and monitor additional teaching assignments in light of accreditation expectations, institutional needs, teaching performance and in relationship to an individual's professional development activities.
9. Teaching assignments accepted outside of a faculty or professional staff members existing school or business unit, are subject to the management and oversight of the unit responsible for delivering the teaching assignment.

### **C. Other Assignments**

1. From time to time faculty and professional staff may be requested to perform major coordination or major administrative duties related to certain aspects of programs in addition to the normal duties. When professional staff or faculty accept such duties, these duties will be considered in the total assessment of their workload for the year and appropriate stipend, released time, or course reduction may be offered.
2. The teaching responsibilities and other duties of the faculty members or professional staff as specified in this Article X will be assigned by the Department Chair/Dean/Program Director/appropriate Vice President from the academic unit and subject to the approval of the Provost/SVP AA

## D. Class Size

1. Class size will be recommended for each course by the Dean/Director or designee from the appropriate academic unit. In each case the Provost/SVPAA will have the ultimate authority in determination of the individual class sizes. Only in rare circumstances should a normally offered class ever exceed 30 students.

## E. Faculty Responsibilities

1. The University is primarily a teaching institution. Teaching faculty with full-time appointments shall regard Southern New Hampshire University as their primary employment and shall devote sufficient time to constitute full-time teaching and professional and applicable Scholarly Activity. A faculty member, in accepting an appointment, has a principal obligation to identify his/her professional welfare with the welfare of the University. His/her responsibilities include the specific items listed below:
  - a. Effective Teaching-as documented by the Department Chair/Dean/Program Director or appropriate Vice President, peers, students and meeting or exceeding learning outcomes. This involves adequate preparation for classes, maintenance of high professional standards of quality and advising students on curriculum matters or professional opportunities or workplace expectations.
  - b. Academic Advising - faculty are expected to provide academic advising to students and to be available to students during scheduled office hours or at other times as indicated in Article X.E.1.d.
  - c. Service to the University – may include such activities as
    - i. Service on governance committees
    - ii. Service as SNHUPEA President, Vice President, Treasurer or Secretary
    - iii. Service on community organizations
    - iv. Service on state or national organizations
    - v. Service to academic journals, academic conferences, or other academic institutions that promote the SNHU affiliation
  - d. Availability – A minimum of five (5) scheduled and posted office hours per week during each active academic semester, devoted mainly to student advising, are required of all full-time faculty members. These hours can be in the office or virtual. Faculty shall be available to assist students and colleagues during periods such as student orientation, registration, pre-registration, add/drop, open houses, student recruitment events, campus tours according to a schedule communicated by the Department Chair/Dean/Director. It is expected that normal (timely) correspondence will take place in an online environment either on SNHU's LMS (Blackboard) or e-mail with students or advisees. Scheduled office hours are subject to the approval and monitoring of the Department Chair/Dean/Program Director and the Provost/SVP AA.

- e. Faculty are required to attend at least one of the commencement ceremonies that are offered. Faculty unable to attend, due to unforeseen circumstances, must provide written notice to the Department Chair, Dean and Provost/SVP AA.

## **F. Scholarly Activity Option**

1. The University recognizes the value of various types of activity, including Scholarly/Creative Activity and Research. Applicable Scholarly Activity is determined in accordance with guidelines and approved by the Dean or designee and Provost/SVP AA in the Faculty Annual Plan and Self-Evaluation.
2. Approved Scholarly Activity as outlined in the Faculty Annual Plan will provide a one (1) course teaching reduction. Activities may include, but are not limited to those activities presented in the Carnegie Foundation for the Advancement of Teaching in Ernest L. Boyer's publication "Scholarship Reconsidered" published by the Foundation in 1990. These activities include:
  - a. The Scholarship of Teaching
  - b. The Scholarship of Discovery
  - c. The Scholarship of Integration
  - d. The Scholarship of Application

## **G. Student Engagement Activity Option**

1. The University recognizes the value of various types of service to students supporting their coming of age experience to create and embrace an environment that provides students with multiple and diverse opportunities to understand themselves and the world around them. Student Engagement activities focus on the whole student and provides a personalized approach to shape students to be prepared to succeed in the world outside the University. Student Engagement activities are qualitative activities outside of the classroom that accompany faculty academic responsibilities.
2. Participation in an approved Student Engagement activity, as outlined in the Faculty Annual Plan, will provide a one (1) course load teaching reduction. Outside of the responsibilities listed in Article X.E, Faculty who focus solely on Student Engagement and engage in extensive or multiple Student Engagement Activities, as outlined in their Faculty Annual Plan, may receive a two (2) course load teaching reduction. Examples of Student Engagement activities include:
  - i. Active participation in university wide academic or co-curricular student activities
  - ii. Advising student organizations
  - iii. Traveling overseas with students
  - iv. Organizing speaker series
  - v. Identifying and mentoring on internship opportunities for students
  - vi. Actively working with students in community based organizations

## **H. Covered Professional Staff Responsibilities**

1. Each covered professional staff member is expected to meet assigned goals and objectives as called for in Article VI.G.2 and the overall position will be defined by a job description which will include:
  - a. Position title
  - b. Position responsibilities and authority
  - c. Minimal qualifications of education and experience
2. Professional Staff shall serve on University committees, represent the University, attend School and/or Divisional/Departmental meetings as called, service to the University as outlined in Article X.E.1.d. and perform other duties as reasonably requested.
3. Professional Staff are expected to be conversant with current developments in their respective disciplines and to maintain relationships with appropriate societies, industries and agencies. The University shall support approved activities through professional development funds.
4. All Professional Staff shall perform the duties set forth in the job description as outlined in Article VI.G.1., devote the time necessary to perform those duties and meet assigned goals and objectives as called for in Article VI.G.2. The job description will include the business hours normally expected for the fulfillment of their responsibilities.
5. Professional Staff members performing extraordinary demands which exceed their normal professional responsibilities may, with the approval of their immediate supervisor, be granted appropriate leave time as long as it does not interfere with the operations of the office. Paid teaching and other activities for which Professional Staff members are compensated or reimbursed are not included in the definition of "extraordinary demands." Supervisors will work out with the appropriate Vice President, Dean, or Director the process of notification for such leave time.
6. Professional Staff members who are required to work on national holidays observed by the University shall be given, subject to supervisor approval and applicable law, additional time off. Such approval shall not be unreasonably withheld.

## **G. Responsibilities of Division/Department Chairpersons, Area Chairs and Program Directors**

1. The roles and responsibilities of Division/Department Chairpersons, Area Chairs and Program Directors shall be recommended by the appropriate committees or persons of each school and approved by the Dean, Provost/SVP AA or appropriate Executive Council member.

## **H. Consulting and Other Professional Activities**

1. Faculty members and professional staff may assume outside consulting and other professional activities, provided such commitments do not interfere with University obligations. University services and resources shall not be used in support of private, income-producing activities. If a covered employee uses such services and resources without prior approval, he/she shall reimburse the University, and, may be subject to disciplinary action.
2. No faculty member or professional staff member may accept a teaching or other appointment at another college or university during the academic year without prior approval from the appropriate Executive Council member
3. Faculty and professional staff are required to summarize consulting and other external professional activities on their Annual Faculty Plan or self-evaluation.

## **I. Alternative Workload Agreement**

1. In extenuating circumstances, an alternative workload may be proposed by a covered employee and must be agreed upon and approved by the Department Chair/Dean/Program Director, the applicable Executive member and the Department of Human Resources. Such approval shall not be unreasonably withheld.

## ARTICLE XI - PROGRAM FLEXIBILITY AND RETRENCHMENT

### A. Program Flexibility

1. The University maintains program flexibility by being responsive to unfavorable regulatory, economic, demographic/enrollment and other environmental conditions. However, program flexibility rights of Administration shall not be employed in a punitive fashion against any SNHUPEA member. Program flexibility actions by Administration shall be reviewed one (1) year from the date of implementation to determine whether the actions remain necessary. Said review shall be conducted by Administration in conjunction with the SNHUPEA Executive Board, or subcommittees thereof.
2. The following actions may be taken by the President, or designee, in consultation with appropriate administrators and the Executive Board of the Association in order to retain such flexibility. In an effort to minimize impact on the elimination of jobs, the President will consider, but is not required to institute any of the suggested program flexibility measures prior to instituting a reduction in force. The University will make available to the Association the data and information used to determine the need for program flexibility.
3. Program flexibility alternatives which may be implemented by the President will include, but are not limited to:
  - a. Modifications of workload or reassignment when qualified at the request of either the institution or the employee
  - b. Early retirement opportunities
  - c. Salary reductions provided such reductions only remain in effect for a maximum of one year
  - d. Reduction in the pay rate for teaching beyond the normal workload provided such reductions only remain in effect for a maximum of one year
  - e. Reduction of personnel through attrition
  - f. Termination of non-essential temporary or part-time employees
  - g. Suspension of sabbatical leaves and other professional development benefits provided such reductions only remain in effect for a maximum of one year
  - h. Furloughs without pay for up to one (1) month

## **B. Retrenchment and Reduction in Force**

1. While the University may take the particular measures in Article XI.A to deal with unfavorable regulatory, economic, demographic/enrollment and other environmental conditions, nothing shall preclude the University from laying off faculty and staff due to the following circumstances. However, retrenchment and reduction in force rights of Administration shall not be employed in a punitive fashion against any SNHUPEA member.
  - a. Declining enrollment in particular colleges, programs, departments, or disciplines
  - b. The elimination or downsizing of a college, program, department or discipline or a reduction in the number of courses or sections offered
  - c. Shifting priorities and approved strategic plans
  - d. Serious financial considerations that in the judgment of the University jeopardize the long term survival of the University; thereby requiring a reduction in staff or faculty
2. The University shall determine the colleges, programs, departments or disciplines where the reduction in force shall occur, subject the procedures noted in Article XI.C.
3. Reductions in force may occur at any time. However, whenever the University plans a reduction in force, it shall notify the Association at least 30 calendar days in advance of the effective date of any proposed reduction in force. The notice will state the areas, departments, classifications, positions and individuals that may be affected by proposed reductions and will state the reasons for the proposed reductions. The University shall provide relevant data and information used to support the decision.

If the Association wishes to discuss the proposed reductions with the University, it must notify the University within five (5) calendar days of the receipt of the notice of proposed reductions. Upon receipt of a request to meet, the University and the Association President will meet and discuss the potential reduction in force within five (5) calendar days following notification from the Association of its interest in meeting. At the meeting the Association is free to present its own alternatives in writing for dealing with the planned reduction in force situation. The University will consider any such alternatives in good faith and respond to the Association within five calendar days after the meeting.

If the University decides that the reduction in force will nevertheless take place, the University will provide at least two weeks' notice to the employees who will be terminated as a result of the reduction in force.



In addition to severance provided in Article XI.B.9, any employee who is laid off under the provisions of this Article will be provided outplacement services for a period of three (3) months to assist in job transition.

4. Personnel terminations will be guided by various factors including but not limited to program need, rank (where appropriate), seniority and performance; teaching experience (where appropriate); credentials and qualifications (including sub-specialties and areas of particular expertise). Personnel who are terminated and who have rank and/or seniority and who qualify for other open positions within the University must be considered for reassignment to another appropriate position.
5. Persons discharged as a result of a reduction in force shall be advised via website postings of the opportunity for re-employment. Such persons must apply for posted positions and will have priority reappointment opportunities for the same position from which their employment was eliminated for a period of one (1) year from the reduction in force.
6. Anyone selected for a position must indicate acceptance of it in writing within five (5) business days of the written offer. A person reinstated or appointed under these conditions will not lose any previously accumulated seniority. However, seniority will not be accumulated while not actively employed by the University.
7. Notwithstanding the above, and in order to respond to the declining program enrollment, shifting priorities, approved strategic plans, or outsourcing, the University maintains its right to phase out, eliminate or reduce programs and the covered faculty and staff involved, subject to the procedures in Article XI.C for Academic Programs and Article XI.B for professional staff.
8. Existing individual faculty contracts shall be honored with regard to the remaining term on the individual contract and compensation, including annual adjustments, as prescribed in this Agreement.
9. Professional staff will be provided a severance option equal to two weeks of pay for each completed year of service with a minimum severance of one (1) calendar month and a maximum of twelve (12) months and the continuation of medical, dental and vision at the active employee premium contribution for the severance period. Severance benefits will be provided and paid after execution of severance agreement. This severance for professional staff is in lieu of any remaining term or compensation which may exist under their individual contracts.

## **C. Academic Programs**

1. Notwithstanding Program Flexibility and Retrenchment/Reduction in Force language noted in Article XI.A and B, the traditional nature of University College and its faculty will be honored by requiring the following procedures prior to the elimination or downsizing of a college, academic program, academic department or academic discipline within University College that affects covered faculty reassignments or reductions in force:

- a. The Provost/SVP AA will charge the affected college, academic program and department involved to conduct a detailed review of historical enrollment, financial costs, market trends, affected faculty expertise, general academic trends, the role of the disciplines in the general education requirements of the institution and such other relevant academic considers as are appropriate. Such review must be conducted and completed within one academic semester and the final report and recommendations will be presented by the Dean to the Provost.
  - b. The Provost will share findings of the review with the University College Faculty Senate for additional academic input and the Executive Board of the Association, with no longer than 3 weeks for the additional Faculty Senate and Executive Board reviews.
  - c. Final recommendations of the affected faculty, Dean, Provost, Faculty Senate and Executive Board of the Association will be reviewed by the President for decisions regarding final implementation.
  - d. Implementation of any University College, academic program or academic discipline elimination will be planned to coincide with the upcoming academic year, however, contract re-appointments affecting involved areas will be determined within the timelines of this agreement.
2. It is the intent of SNHUPEA and the SNHU administration to honor shared academic governance input of the full time faculty within University College.

## **ARTICLE XII - SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES**

### **A. Sabbatical Leaves for Faculty**

1. A covered faculty member is eligible to apply for sabbatical leave during or after his/her seventh consecutive year of full-time faculty service to the University and may receive such leave after having given seven consecutive years of service and is eligible to apply for an additional sabbatical leave, for each additional seven years of covered faculty employment. A sabbatical period is counted toward credit for work for the accumulation of seven years. In the event that a covered faculty employee has not taken a sabbatical leave during any year(s) of eligibility for such leave and has accumulated such eligibility, he/she may not "bank" this eligibility so as to qualify for a consecutive period of sabbatical leave. However, if the University requests the postponement of a previously granted sabbatical, and that postponed sabbatical is subsequently taken, the seven year waiting period for a subsequent sabbatical shall be reduced by the length of the postponement.
2. Sabbatical leaves for faculty assigned to the Library and the Institute for Language Education will be granted for one semester at full salary and full benefits or for two semesters at half salary and full benefits.
3. Sabbatical leaves for all other faculty are granted for one semester at full salary, full benefits and a release of nine (9) credit hours of teaching for those faculty who have a traditional teaching assignment in the undergraduate or graduate degree programs.
4. For faculty on the quarter academic calendar, the sabbatical leaves are granted for one term (quarter) at full salary, full benefits and a release of nine (9) credit hours of teaching. In addition, such faculty shall be released from all administrative/committee assignments in the term (quarter) following their sabbatical term.
5. Sabbatical leaves for faculty also are granted for one contract year at half salary, full benefits and a release of 21 credit hours of teaching for those faculty who have a traditional teaching assignment in the undergraduate or graduate degree program.

### **B. Sabbatical Leaves for Professional Staff**

1. A covered professional staff member is eligible to apply for sabbatical during or after his/her fourth consecutive year of covered full-time professional service to the University and may receive such leave after having given four (4) consecutive years of covered full-time professional service and is eligible to apply for an additional sabbatical leave for each additional four (4) years worked. A sabbatical period is counted toward credit for work for the accumulation of four (4) years. In the event that a covered professional employee has not taken a sabbatical leave during any year(s) of eligibility, he/she may not "bank" this eligibility so as to qualify for consecutive periods of sabbatical leave. However, if the University requests the postponement of a previously granted

sabbatical, and that postponed sabbatical is subsequently taken, the four (4) year waiting period for a subsequent sabbatical shall be reduced by the length of the postponement.

2. Sabbatical leaves for professional staff are taken during the normal work year and normally are for three (3) months with full salary and full benefits or six (6) months with half salary and full benefits.

### **C. Purpose, Timetable and Process for Sabbatical Leave Request**

1. Sabbatical leaves are granted for the purpose of professional development, and each applicant is required to submit a sabbatical proposal which relates to his/her professional development plan including anticipated benefits to the individual and the University.
2. Sabbatical applications will be considered according to the following annual timetable:
  - a. On or before December 1<sup>st</sup>, faculty and professional candidates will submit applications as follows:
    - i. Faculty candidate submits application and supporting materials to the University Committee on the Faculty, the Dean/Director or designee from the appropriate academic unit and the Vice President of Academic Affairs.
    - ii. Professional candidates will submit their applications to the appropriate division head and to the President of the University who will arrange for an appropriate committee of two (2) covered professionals appointed by the Association and two (2) non-covered professionals appointed by the President to review the application.
  - b. On or before February 1<sup>st</sup>, the Vice President of Academic Affairs reviews the recommendations of the University Committee on the Faculty and associated costs and scheduling with appropriate Dean or Director and the President reviews the appropriate Committee and other recommendations for professional staff.
  - c. On or before March 15<sup>th</sup>, the Vice President of Academic Affairs informs faculty applicants and the President informs professional staff of the decision regarding their proposed sabbatical period.
3. The above committees will develop a prioritized list judging the sabbatical proposals using the following criteria:
  - a. Quality and coherence of sabbatical proposal

- b. Significance of sabbatical topic to the individual's Scholarly Activity Plan or professional development plan and future direction of the University
  - c. Length of time since individual's previous sabbatical leave.
- 4. The appropriate committee shall submit and discuss its prioritized recommendations with the appropriate School Dean, Program Director, Vice President of Academic Affairs, or other appropriate Vice President, so that associated costs, program needs and scheduling can be considered.
- 5. Nothing in this article shall be construed to prevent any Association member on sabbatical leave from receiving a grant for further study or work from any organization or institution of higher learning other than Southern New Hampshire University.
- 6. Faculty and professional staff members returning from a sabbatical leave shall file a final written report on their sabbaticals within three (3) months of their return. This report shall be filed as appropriate with the Vice President of Academic Affairs or the President. Association members returning from a sabbatical shall make themselves available for public presentations, as planned by the Vice President of Academic Affairs or the President, regarding their sabbatical experiences. Failure to file a final written report within the time frame specified above may make the individual ineligible for future sabbatical consideration.
- 7. If a covered employee with a sabbatical leave voluntarily fails to return to University employment for a period of at least one (1) year following the conclusion of the sabbatical, the compensation paid during the sabbatical will be reimbursed to the University by the employee.
- 8. Decisions on awards of sabbaticals are subject to adequate available funding at the ultimate discretion of the University, and there is no guarantee of any award to any applicant in any given year. If adequate funding is not available which causes a postponement of the approved sabbatical then the waiting period will be adjusted in accordance with Article XII.A.1. and Article XII.B.1. Decisions on sabbatical applications can be grieved only up to Step Two of the grievance process.

#### **D. Internship Leaves**

- 1. Covered full-time faculty and professional staff shall be eligible to apply for internship leave for the purpose of professional development after four (4) years of full-time service to the University.
- 2. Internship leave shall be requested, in writing, through the appropriate supervisor for a recommendation to the appropriate Executive Council member. Such requests shall be made by December 1<sup>st</sup> of the year prior to the year in which the leave is to be granted. All such request and recommendations are to be reviewed by the President and his/her decision will be made by February 1<sup>st</sup>.

3. Internship leaves shall be for a period of up to one (1) year and will count as time for seniority of University service, time in rank for promotion and time in service for sabbatical leaves. In unusual circumstances, internship leaves may be renewed for a second year, but such time will not be normally counted for seniority, time in rank or time in service for sabbaticals. Such renewals must be approved by the President.
4. Internship leaves are granted without pay, but applicable University-provided fringe benefits will be continued by the University. These benefits are provided with the agreement that the recipient shall return to the service of the University for at least one (1) year following the leave or reimburse the University for the University's share of the benefits provided while on leave. Before fringe benefits are paid during an internship, the employee will sign a promissory note indicating the employee's obligation to repay the cost of fringe benefits to the University, should the employee voluntarily fail to meet re-employment obligations contained in this paragraph.
5. Once the leave has been approved, an agreement is to be made in writing between the employee and the University regarding the dates and terms under which the leave is granted. Although the University is not obligated to return the employee to their original position or a similar position it may, at its discretion, seek to re-employ the individual.
6. The covered full-time faculty and professional staff member receiving an internship leave is required to comply with Article XII.C.6. and Article XII.C.7. above, in the same manner as he/she would be required to do if the leave were a sabbatical leave.
7. The University reserves the right to limit internship leaves for financial and/or program staffing considerations.

## **E. Limitations**

1. Sabbatical or Internship leaves are granted for the purpose of professional development. During the period of the leaves, a covered employee normally may not accept teaching assignments at the University or at other institutions of higher education unless part of a previously approved plan for these leaves, nor may he/she accept paid employment which is not related to the sabbatical leave.

## ARTICLE XIII – OTHER LEAVES

Except as otherwise provided in this Agreement, the following leaves are designated:

### A. Paid Leaves

It is recognized that leaves of absence with pay are appropriate for medical disability, personal emergencies and jury duty. These leaves will be paid as follows:

1. Medical Disability. Refer to certified medical disability leave as outlined in Article XVIII.
2. Personal Emergencies
  - a. Covered employees shall be granted a bereavement leave with pay for up to six (6) business days in the event of an immediate family member's death. Immediate family members are: spouse, domestic partner, parent, step-parent, sibling, step-sibling, child, step-child, grandparent, step-grandparent, parent-in-law, step-parent in-law, sibling-in-law, step-sibling in-law, child-in-law, step-child in-law, grandchild, step-grandchildren and other family members living in the immediate household.
  - b. Covered employees shall be granted a leave with pay for up to seven (7) consecutive business days for the care of a seriously ill or disabled member of the immediate family in an emergency situation such as covered under FMLA.
3. Jury Duty. Covered employees who are required to be absent for jury duty will receive full salary from the University. The University will not seek at any time to change an employee's assigned dates for jury duty without the employee's written consent.

### B. Unpaid Leaves

1. Leaves of absence without pay may be approved for up to six (6) months for personal reasons to covered employees who have completed three (3) or more years of service with the University.
2. Covered employees requesting an unpaid leave will be required to exhaust all accrued time at the commencement of the leave period.
3. Covered employees granted an unpaid leave will continue full benefit coverage subject to the employee signing a promissory note. The employee, however, will be required to provide timely payment to the University for the Employee's Share of the health insurance premium. The University will recover its share of the cost of benefits paid during leave if the employee voluntarily fails to return to work after leave or returns but fails to remain for a period equivalent to the length of the leave.

4. Leaves of absence without pay shall be requested in writing to the appropriate supervisor, Department Chairperson, Academic Coordinator, Dean, Director or Vice President and the Benefits Partner. Normally for leaves of less than one (1) month, such requests should be made two (2) weeks in advance, and for leaves of greater length, one (1) month's prior notice shall be required. Upon recommendation from the appropriate Executive Council member, the President shall have final approval/disapproval authority.
5. Prior to a request for a leave of absence without pay being approved and finalized, an agreement form (as provided by Human Resources) and promissory note between the employee and the University must be executed to specify the date and terms under which the leave shall commence and the employee's return to work. A copy of this executed agreement will be placed in the employee's personnel file.
6. This agreement does not obligate the University to return the employee to the same position. Although the University is not obligated to return the employee to their original position or a similar position it may, at its discretion, seek to re-employ the individual.
7. Upon return from leave, all seniority and applicable benefit status shall continue as prior to leave. If the employee does not return to work as previously agreed, it shall be deemed a voluntary termination.
8. The period of leave may be revised by mutual agreement of the individual and the University.



## **ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS**

The University will provide covered employees with appropriate office space and equipment, educational materials and texts, office support services, and miscellaneous support services which, in the judgment of the University, are necessary for the employee to perform his/her assignment as follows:

### **A. Office Space and Equipment**

1. Suitably equipped and secure office space shall be provided for each covered employee who shall also be provided with keys granting access to his/her office and mail box (if such facilities have been provided) during such times as the University facilities are normally open for business. The parties agree that access to a covered employee's office space, desk, and those personal files it contains shall, under usual circumstances, be with the authorization of the covered employee.
2. Before there is a change in a covered employee's office location, or before there is an alteration of the immediate working environment of an employee to a degree that may impede the member's work effectiveness, the appropriate Dean, Director or Vice President shall notify all affected Chairpersons or Directors. The University will attempt to provide this notification, except in emergency situations, ten (10) work days prior to the date scheduled for the move or work environment change. Where moves are made and it is practical, the objectives of such moves will be to encourage the cohesiveness of the work unit.

### **B. Educational Materials and Texts**

1. Covered instructional faculty normally shall select the University College course materials and texts for courses for which they are professionally responsible, but such selection shall be approved by the appropriate supervisor and shall be in conformance with published course syllabi or catalog course descriptions.
2. Faculty members shall be provided with materials and equipment for daily instructional or supportive responsibilities, including an individual copy of each textbook required in any course for which the faculty member is responsible. Every reasonable effort shall be made to provide such material in a timely manner.
3. Instructional support supplies, such as copying, pens/pencils, whiteboard markers/erasers, other office supplies, shall not be unreasonably withheld for an instructor teaching courses at Southern New Hampshire University – and will be provided by the Dean's office from the respective school.

### **C. Office Support Services**

1. The University will provide covered employees with appropriate office support services deemed necessary for the employees' performance of their duties and responsibilities.
2. Requests for such service normally shall be channeled through one's immediate supervisor and/or Division/Department Chairperson and Dean.

3. The approval of such requests will be at the discretion of the University in accordance with the normal budget approval process.

#### **D. Miscellaneous Support Conditions**

1. Covered employees shall have reasonable access to the University's computer resources for the support of their teaching and job related professional and scholarly activities.
2. The University will secure certain library privileges as permitted by the policies of other libraries, on a reciprocal no fee basis for those employees requiring access to such resources for job related professional and scholarly activities.
3. As soon as practical after the commencement of employment of a covered employee but not later than after thirty (30) calendar days, the University will provide each new employee the most current employee handbook in order to provide the employee information useful for the carrying out of the employee's duties concerning the rules, practices and procedures of the covered faculty and professional staff and the University.
4. Personnel files will be maintained by the University as required by applicable laws and regulations. Employee personnel files will be accessible to each covered individual employee during the normal business hours of the University.
5. The University recognizes its obligation to provide reasonable financial resources to support scholarly and professional activities within its budgetary priorities and constraints.

## **ARTICLE XV – SPONSORED RESEARCH/GRANTS**

### **A. Grant Funded Programs**

1. Covered employees may, with the approval of the Administration, initiate, develop and/or design grant requests and shall receive priority consideration to operate programs funded by such grants. In order for a covered employee either to be released from his/her primary responsibilities or for grant funded programs to supplement his/her responsibilities administrative approval must be obtained prior to the submission of such grant requests.

### **B. Ownership of Contracted Materials**

1. If the University compensates a covered faculty or professional staff member for the development of curriculum or other proprietary materials or programs, then the materials developed, the copyrights, the royalties and patent rights shall be the property of Southern New Hampshire University.

### **C Other Intellectual Property Ownership**

1. Except as set forth in Article XV.B.1. above, the parties agree that publishing royalties and patent rights are the property of the author or inventor unless those royalties and patent rights have been assigned as a condition of the sponsoring agency and/or the University, as long as both the University and the individual faculty/professional staff member have signed the agreement.

### **D. University Name Use**

1. The name of the University shall not be used in connection with inventions or discoveries and copyrights in which the University has no interest, without prior written permission from the President or his/her designee. This same restriction applies to the use of the name of the University on any commercial publications concerning a product in which the University does not have an interest.

### **E. Waiver Process/Authority**

1. Either the individual faculty/professional staff member or the University may waive their rights under this Article XV if they so choose. The President or his/her designee will have the authority to act for the University in this matter.

## **ARTICLE XVI - DUES DEDUCTION**

### **A. Dues Deduction**

1. The University agrees to provide dues deduction for the Association for those individuals who are covered by this Agreement and elect to have such deductions made.
2. The amount of such deduction shall be determined by the Association.
3. All amounts so deducted shall be forwarded to the Treasurer of the Association within ten (10) working days of each payroll date.
4. The administration and accounting for such funds shall be the sole responsibility of the Association and the Association shall indemnify and hold the University harmless for claims on account thereof.

## ARTICLE XVII - SALARY

### A. Salary Adjustment for FY16

1. Retroactive to September 1, 2015 each full time covered employee employed by the University on June 1, 2015 and still employed in the bargaining unit on the date of ratification will receive an across the board salary increase of 3.5% added to his or her June 30, 2015 base salary. For an individual to be eligible for this increase, s/he must have had a satisfactory performance evaluation for FY15.

A covered employee who has received an overall performance evaluation that indicates the need for improvement will not receive this general salary increase. However, an additional evaluation may be conducted at the mid-year cycle. If performance has improved and performance has sustained, then the individual may receive the general salary increase effective on the first of the month following their mid-year review.

2. All SNHUPEA members shall receive a one (1) time bonus based on years of service as of September 1, 2015 and subject to appropriate withholdings. This bonus will be paid in a timely manner to all SNHUPEA members not to exceed three (3) months from the date of execution of this Master Agreement. Bonus amounts are as follows:

a. 0 to <5 years of service	=	\$1,000
b. 5 to <10 years of service	=	\$2,000
c. 10 to <15 years of service	=	\$3,000
d. 15 to <20 years of service	=	\$4,000
e. 20 or more years of service	=	\$5,000

3. The salary increase of 3.5% detailed above for FY16 shall be retroactively applied as of September 1, 2015.

### B. Salary Adjustment for FY17

1. Effective September 1, 2016 each full time covered employee employed by the University on June 1, 2016 and still employed in the bargaining unit on September 1, 2016 will receive an across the board salary increase of 4% added to his or her June 30, 2016 base salary. For an individual to be eligible for this increase, s/he must have had a satisfactory performance evaluation for FY16.

A covered employee who has received an overall performance evaluation that indicates the need for improvement will not receive this general salary increase. However, an additional evaluation may be conducted at the mid-year cycle. If performance has improved and

performance has sustained, then the individual may receive the general salary increase effective on the first of the month following their mid-year review.

### **C. Salary Adjustment for FY18**

1. Effective September 1, 2017 each full time covered employee employed by the University on June 1, 2017 and still employed in the bargaining unit on September 1, 2017 will receive an across the board salary increase of 4% added to his or her June 30, 2017 base salary. For an individual to be eligible for this increase, s/he must have had a satisfactory performance evaluation for FY17.

A covered employee who has received an overall performance evaluation that indicates the need for improvement will not receive this general salary increase. However, an additional evaluation may be conducted at the mid-year cycle. If performance has improved and performance has sustained, then the individual may receive the general salary increase effective on the first of the month following their mid-year review.

### **D. Salary Adjustment for FY19**

1. Effective September 1, 2018 each full time covered employee employed by the University on June 1, 2018 and still employed in the bargaining unit on September 1, 2018 will receive an across the board salary increase of 3.5% added to his or her June 30, 2018 base salary. For an individual to be eligible for this increase, s/he must have had a satisfactory performance evaluation for FY18.

A covered employee who has received an overall performance evaluation that indicates the need for improvement will not receive this general salary increase. However, an additional evaluation may be conducted at the mid-year cycle. If performance has improved and performance has sustained, then the individual may receive the general salary increase effective on the first of the month following their mid-year review.

### **E. Salary Adjustment for FY 20**

1. Effective September 1, 2019 each full time covered employee employed by the University on June 1, 2019 and still employed in the bargaining unit on September 1, 2019 will receive an across the board salary increase of 3.5% added to his or her June 30, 2019 base salary. For an individual to be eligible for this increase, s/he must have had a satisfactory performance evaluation for FY19.

A covered employee who has received an overall performance evaluation that indicates the need for improvement will not receive this general salary increase. However, an additional evaluation may be conducted at the mid-year cycle. If performance has improved and performance has sustained, then the individual may receive the general salary increase effective on the first of the month following their mid-year review.

## **F. Performance Incentives for Covered Employees**

1. The following performance incentive plan has been established for covered employees:
  - a. In accordance with Article VI, covered staff will be evaluated and may, in addition to the salary increases provided for in this Article be eligible for participation in the University performance incentive plan in effect at the time. If the performance incentive is in the form of a one-time bonus it shall not be added to the base salary of the individual. Covered staff will be considered for participation according to the same performance and evaluation criteria as non-covered professional staff.
  - b. Eligibility for covered staff participation in the performance incentive plan shall be as follows:
    - i. The individual must have been employed on a full-time basis before July 1<sup>st</sup> of the current fiscal year.
    - ii. The individual must be recommended for participation by their immediate supervisor and that recommendation must also be approved by the appropriate administrative level(s) up to and including the President of the University.
    - iii. The individual must receive a performance evaluation that indicates a consistent high level of performance in exceeding his/her goals and objectives.
    - iv. The individual must not hold a position responsible for the securing of student enrollment or financial aid.

## **G. Teaching Assignments beyond Normal Workload**

1. When additional teaching is assigned to covered employees beyond the normal workload, as defined in Article X.B., the compensation for a three (3) credit hour course shall be as follows:
  - a. 2015-2016 Contract Year - \$3,800 effective the term/semester following Agreement Ratification.
  - b. 2016-2017 Contract Year - \$3,800 effective the term/semester that starts that Contract Year.
  - c. 2017-2018 Contract Year - \$4,000 effective the term/semester that starts that Contract Year.
  - d. 2018-2019 Contract Year - \$4,000 effective the term/semester that starts that Contract Year.
  - e. 2019-2020 Contract Year - \$4,000 effective the term/semester that starts that Contract Year.

## H. Faculty Promotions

1. For those ranked faculty members who are promoted effective with the academic years covered by this Agreement, the salary increases, for the duration of the Agreement, for promotion to the several ranks will be as follows:
  - a. Instructor to Assistant Professor \$6,000
  - b. Assistant Professor to Associate Professor \$7,000
  - c. Associate Professor to Professor \$10,000
2. The promotion increase shall normally be effective September 1<sup>st</sup> of the year the faculty member assumes the new rank and will be added to the base salary after any general increase.

## I. Salary Equity

1. The University and the Association continue to acknowledge their commitment to maintain equity in covered employee salaries. To this end, the Salary Equity Committee will continue to review salary equity matters regarding covered employees including:
  - a. The developing and monitoring of a salary matrix for covered employees.
  - b. The review and analysis of salary equity studies on covered employees.
  - c. The monitoring of the positions and salaries of newly hired covered employees.
2. This Committee is a standing committee of the University, and its membership shall be six (6) individuals, three (3) appointed by the Association and three (3) appointed by the President.
3. The Committee will identify any salary inequities, whether too high or too low, of covered employees that may exist at the University and it will make recommendations to the President of the University on how to resolve those inequities.
4. The Committee will be called to meet when the Chair or either the President of the University or the President of the Association believes there is a matter to be reviewed by the Committee.

## J. Transition Opportunity Program (TOP)

1. Covered faculty and professional staff who have reached the age of 55 and have a combination of age and full-time service at the University that total eighty (80) years or more are eligible for a transition program. Those eligible may propose a reduced workload of 50% for a period of up to



two (2) years. The reduced workload must be approved by the appropriate Dean/Director and the Vice President of the appropriate division. While on the reduced workload schedule, the individual will receive a corresponding percentage reduction in base salary but will retain the following fringe benefits: Medical, Dental, and Flexible Spending Accounts. The University will continue to pay eligible retirement contributions called for under Article XVII.F.1.

- a. Individuals who elect the TOP are obligated to retire no later than the end of the second year.
- b. Individuals who wish to enroll in the TOP must declare their intent on or before February 1<sup>st</sup> of the contract year prior to their being enrolled in the program. Covered employees enrolling in the TOP may be required to assume modified job responsibilities to meet the needs of the University.
- c. Those covered employees who took advantage of the TOP will, after the completion of TOP, have access to the University's medical plan (including spouses/domestic partners) at their expense at the COBRA rates (less the additional administrative fee) until the covered employee reaches the age of 65, subject to acceptance by the University's medical plan carrier. After age 65, retired covered employees and their spouses/domestic partners will have access to the University's group medigap plan at whatever rate is charged by the group plan.

## **K. Early Retirement Opportunity (ERO)**

1. The University offers the following Early Retirement Opportunity (ERO) subject to compliance and consistency with Federal guidelines. Covered employees who have reached the age of 55 and have a combination of age and full-time service that total eighty (80) years or more shall be eligible for the TOP (Article XVII.G.) or this ERO.
  - a. Eligible individuals requesting this ERO must provide a written request to the University on or before January 2<sup>nd</sup> of the retirement year.
  - b. Normally no more than five (5) individuals may be awarded this early retirement in any one year. If more than five (5) individuals apply and are eligible, the University, at its sole discretion, may increase the eligible individuals beyond the five (5) individuals. Notification to ERO recipients will take place by January 15<sup>th</sup>.
  - c. Individuals selected to participate in an ERO will receive an additional payment equal to 100% of their final employment year's salary upon retirement. This award will be paid in two (2) equal installments on January 1<sup>st</sup> of each of the following two (2) calendar years upon retirement.

- d. The University shall grant the early retiree an additional monetary amount equal to the University's current payment of the retiree's medical insurances for one (1) year. Payment of this amount will be made on August 31<sup>st</sup> of the retiree's retirement year.
- e. Those covered employees who take advantage of this ERO will have access to the University's medical plan (including spouse/domestic partner) at their expense at the COBRA rates (less the additional administrative fee) until the retiree reaches the age of 65, subject to acceptance by the University's medical plan carrier. After age 65, retired covered employees and their spouses/domestic partners will have access to the University's group medigap plan at whatever rate charged by the medical carrier.

## **L. Professional Development Funding for Faculty and Professional Staff**

1. The University will provide a pool of professional development funding for covered faculty and professional staff. Covered faculty and professional staff may apply for professional development funds to further their professional capacities as it relates to their position at SNHU. This may include conference and workshop attendance, professional memberships, additional training, additional education and the purchase of required materials. Professional development approval is subject to fund availability, job relatedness and manager approval of time away from work. Upon ratification, and for each of the specific fiscal years covered by this Agreement only, the University will provide a professional development fund for covered faculty and a professional development fund for professional staff which is determined by multiplying the number of covered employees on the payroll as of January 1<sup>st</sup> of the prior year by the following amounts:
 

a Full-time Faculty	\$2,500 annually
b Professional Staff	\$1,000 annually
2. The University will furnish the President of the Association with a detailed annual accounting of the use of said development funds, specifying dollar amounts and purpose. Such development funds will not be used for administrative purposes such as faculty recruiting, admissions, or for other administrative activities. Nor shall such funds be transferred to other accounts by the University, except into other accounts used for professional development.
3. Recognizing the importance of professional development and in order to more fully utilize professional development funds the Executive Council, on or before March 1<sup>st</sup>, will review the utilization of funds that have been allocated to the various schools and divisions and it will reallocate any unused funds, based on existing priorities, among the divisions and schools. In the event that the funds available (in accordance with Article XVII.I.1.) are not fully utilized in a given contract year then 10% of the unused funds shall roll over to the following contract year's professional development fund.
4. The University will see that such funds are distributed fairly to covered faculty and professional staff. The annual distribution of the professional development fund to the divisions and schools

will be based on the total number of covered employees in each division of the University as of September 1<sup>st</sup> of that year.

#### **M. Buy-out Opportunity**

1. The University, at its discretion, may offer a separate buy-out opportunity to a covered employee at any time.

## ARTICLE XVIII - FRINGE BENEFITS

The University provides the following fringe benefits for its covered employees. Full benefit plan documentation can be obtained from Human Resources.

### A. Medical Insurance

1. Medical insurance coverage if elected, for covered benefit eligible employees, is effective upon the date of full-time employment.
2. Medical coverage contracts are re-bid and negotiated on an annual basis and typically offer the employee several choices as to types of coverage. The plan year begins on January 1<sup>st</sup>.
3. The University offers a comprehensive medical plan to all employees. The covered employee shall pay the following percentages of the premium for each contract year:

a. Contract Year 2015-16	University 90%	Employee 10%
b. Contract Year 2016-17	University 89%	Employee 11%
c. Contract Year 2017-18	University 88%	Employee 12%
d. Contract Year 2018-19	University 88%	Employee 12%
e. Contract Year 2019-20	University 88%	Employee 12%
4. Other medical plan options with alternative rate structures may be offered by the University within its discretion. Employees may choose alternative options as applicable at their discretion.
5. If permissible by tax law, the premium cost will be provided on a pre-tax basis for the selected coverage for the duration of this Agreement.
6. The covered employee may select individual, two person or family medical benefits. The two person or family medical benefit includes qualified dependents, spouses and domestic partners as determined and certified by the carrier. The coverage, carrier, and the actual premium cost to the employee may vary each year depending upon the changing costs of the medical coverage selected.

## **B. Dental Insurance**

1. Dental insurance coverage, if elected, is effective the first of the month following the date of full-time employment.
2. The plan year begins on January 1<sup>st</sup>.
3. The cost of the dental plan is paid for by the University for the individual employee and the employee pays for two person or family coverage. Rates are established annually by the third party administrator and the University.

## **C. Flexible Spending Accounts (FSA's)**

1. Health Care and Dependent Care reimbursement accounts will continue to be offered as an optional benefit and if elected are effective upon the date of full-time employment and require renewal of the benefit annually. The maximum allowable FSA amounts will be in accordance with the plan.
2. If permissible by tax law, participation is conducted through payroll on a pre-tax basis. Deductions are made in equal installments during the coverage period. One may not change or discontinue participation unless a qualifying event occurs in employment or family status. One may claim reimbursements from the accounts for eligible expenses incurred during the coverage period. Any unused deposits are forfeited if not claimed.

## **D. Life Insurance and Accidental Death and Dismemberment**

1. Life Insurance and Accidental Death and Dismemberment coverage is effective upon the date of full-time employment.
2. The Life Insurance and the Accidental Death and Dismemberment plan provides a life insurance benefit equal to two times the employee's annual salary (minimum of a \$50,000 benefit) rounded up to the nearest \$1,000. Maximum limits apply.

## **E. Salary Continuation and Long Term Disability Benefit**

1. The University's salary continuation and long term benefits for sickness, injury and medical conditions such as pregnancy become effective on the first of the month following ninety (90) days of full-time employment.
2. The first thirty (30) calendar days of an authorized disability as approved by a third party vendor will be paid at full salary as a salary continuation benefit. From the 31<sup>st</sup> day of an authorized disability leave through the end of the 6<sup>th</sup> month (150) days of disability, short-term disability

benefits are paid as at a rate equal to 60% of the employee's base monthly salary up to a maximum of \$10,000 per month.

3. Following the first six (6) months of disability, and after a third party approval, long term disability benefits are paid to the employee by an external vendor at a rate equal to 60% of the employee's base monthly salary up to a \$10,000 benefit per month, subject to certain age restrictions.

4. If the disability is due to an elective surgery or procedure, full-time faculty and covered professional staff must determine with their Chair/Dean/Director and Benefits Partner, when the most suitable time is to schedule the period of disability as long as having the procedure or surgery earlier or later does not negatively impact the individual's health.

5. Covered employees are required to notify their Chair/Dean/ Director and Benefits Partner to complete required certification paperwork as soon as they learn of an impending need for disability leave.

6. This benefit does not bestow a right of guaranteed return to work upon exhaustion of Family Medical Leave Act benefits.

## **F. Retirement Plan and Trust**

1. The University shall contribute the percentage amount of an employee's base salary for each eligible employee who is at least 21 years of age.

2. The employer retirement contribution on the base salary of the contract years below will be:

a. 2015-16 Contract Year – 9% effective September 1, 2015

b. 2016-17 Contract Year – 9% effective September 1, 2016

c. 2017-18 Contract Year – 9% effective September 1, 2017

d. 2018-19 Contract Year – 9% effective September 1, 2018

e. 2019-20 Contract Year – 9% effective September 1, 2019

3. To be eligible under the Plan to receive a contribution, an employee must have completed 1,000 hours of service in a plan year.

4. The plan does not allow employee contributions.

5. Vesting status is attained upon completion of three (3) plan years (Sept 1<sup>st</sup> to August 31<sup>st</sup> each year) of 1,000 hours of service. Age 55 is the normal retirement date and also gains automatic

100% vesting. Once 100% vesting is achieved, the participant may direct current balance and future allocation of contributions throughout the plan's available self-directed investment options.

6. Benefits are paid to eligible participants for reasons of retirement, separation of employment, or "total and permanent disability."
7. The University agrees to make payments to the pension fund as soon as possible after calculating individual eligibility and completing an external audit of the plan.

## **G. Paid Time Off**

1. Paid Time Off (PTO) is to be used for employee vacation, personal and sick time away from work.
2. Twelve (12) month library faculty and professional staff shall accrue PTO at the biweekly accrual rate of 7.693 hours (maximum 200 hours/25 days) annually.
3. Twelve (12) month library faculty and professional staff with 10 or more years of service shall accrue PTO at the biweekly accrual rate of 9.231 hours (maximum 240 hours/30 days) annually. Accrual rates will be set effective September 1 of each year at which time those who will reach 10 years of service in the upcoming year will transition to the new accrual rate.
4. Ten (10) month library faculty and professional staff accrue PTO at the biweekly accrual rate of 4.308 hours (maximum 112 hours, 14 days) annually.
5. Ten (10) month library faculty and professional staff with 10 or more years of service shall accrue PTO at the biweekly accrual rate of 5.23 hours (maximum 136 hours, 17 days) annually. Accrual rates will be set effective September 1 of each year at which time those who will reach 10 years of service in the upcoming year will transition to the new accrual rate.
6. All covered employees should take PTO within the work year for which it is accrued for the good of the employee. If it is not used within the work year, the employee may continue to accrue PTO up to a maximum of 320 hours or 40 days.
7. The use of PTO should be planned for and scheduled a minimum of two weeks in advance whenever possible and is subject to manager approval. Planned and unplanned PTO must be tracked according to time entry procedures.
8. All accrued and unused PTO will be payable upon separation of employment.
9. Covered employees are eligible to request a PTO buy-back of up to 40 hours of accrued, unused PTO. To be eligible, employees must have a remaining balance of at least 40 hours PTO

after the buy back and receive manager verification of PTO hours. PTO buy backs will be made in January of each year commencing in January 2017.

#### **H. Mileage Reimbursement**

1. Faculty and professional staff, who are authorized for automobile travel, will be reimbursed at the current IRS approved rate.

#### **I. Campus Store Discounts**

1. A discount of 20% shall be granted to all covered employees for books and certain nonfood items as specified in the Campus Store contract purchased for personal use from the Campus University stores.

#### **J. Food Discount**

1. Covered faculty and professional staff receive a 50% discount on meals at the University's dining facilities.

#### **K. Care.com**

1. The University will pilot a program with Care.com to support employees work/life balance by providing membership to each employee to secure childcare, elder care, pet care, housekeeping and other services. This program will be evaluated prior to the start of FY17 to assess usage and employee satisfaction.



## **ARTICLE XIX - TUITION BENEFITS**

### **A. Undergraduate and Master's Level Tuition Benefits at the University**

1. Covered employees, their spouses/domestic partners and IRS dependent children are eligible to take courses at Southern New Hampshire University, tuition-free under the following policy:
  - a. Covered employees, once offered admissions, may take undergraduate or master's level course(s), as soon as their full-time employment at the University begins. Covered employees may take up to two (2) courses per term to a maximum of ten (10) courses per year for master's level courses and up to two (2) courses per term to a maximum of twelve (12) courses per year for undergraduate level courses.
  - b. After six (6) months of full-time University employment by a covered employee their spouse/domestic partner and IRS dependent children, once offered admissions, may take undergraduate or master's level course(s).

### **B. Doctoral Level Tuition Benefits at the University**

1. Covered employees who are offered admission to and enroll in doctoral programs at the University may be supported from professional development funds provided for in Article XVII.I.1. only if their enrollment is part of an approved professional development or scholarly activity plan with outcomes directly related to their employment with the University. When doctoral level tuition support has been approved, the university will support the covered employee with a benefit equal to 50% of tuition costs. Such support will not include any other fees associated with enrollment and participation in these programs.
2. All proposals for doctoral tuition support must be submitted through the immediate supervisor normally on or before February 1<sup>st</sup> of the year prior to the fiscal year in which the study is to be conducted. Proposals for doctoral tuition support must be approved by the immediate supervisor and each successive administrator before being submitted for administrative approval by the appropriate Senior Leader. All proposals for tuition support are reviewed by the Senior Leadership Team for final approval. Normally, responses are made to the faculty or staff member by June 1<sup>st</sup>.
3. Covered employees who voluntarily leave the University within 6 months of receiving a tuition reimbursement benefit will be required to reimburse the University 100% of the value of the benefit received in the most recent 6 month period prior to the termination date.

### **C. Tuition Benefits to Attend Other Colleges or Universities**

1. External Tuition

- a. The opportunity for tuition support at other colleges and universities for covered employees for their professional development may be supported by the University through the funds allocated in Article XVII.I.1.
- b. Covered employees are eligible to apply for tuition support to attend another college or university. Tuition costs will be reimbursed upon verification of course completion and are generally made directly to the covered employee.. When external tuition support has been approved, the university will support the covered employee with up to 50% of the tuition costs. Such support will not include any other fees associated with enrollment or participation in these programs.
- c. All proposals for tuition support must be submitted through the immediate supervisor on or before February 1<sup>st</sup> of the year prior to the fiscal year in which the study is to be conducted. Proposals for tuition support must be approved by the immediate supervisor and each successive administrator before being submitted for administrative approval to the appropriate Senior Leader. All proposals for tuition support are reviewed by the Senior Leadership Team for final approval.. Normally, responses are made to the covered employee by June 1<sup>st</sup>.
- d. In order for courses to be approved they should meet one of the following conditions:
  - i. Academically or professionally enhancing courses offered at an accredited institution for credit (not C.E.U.'s unless certification and/or licensure) that are part of the covered member's approved Scholarly Activity Plan or Professional Development Plan may be recommended by an appropriate supervisor and paid through Professional Development Funds.
  - ii. Any course or program that the University requests an individual to take (e.g., a request might be made in cases when the University wishes to introduce new areas of instruction or new administrative methods) are to be budgeted as administrative costs and not as charges to the professional development fund.
  - iii. The course or program must be in keeping with the academic discipline or area of specialization and the approved Scholarly Activity Plan or the Professional Development Plan of the covered employee.
- e. Covered employees who voluntarily leave the University within six months of receiving a tuition reimbursement benefit will be required to reimburse the University 100% of the value of the benefit received in the most recent 6 month period prior to the termination date.

## **D. Dependent Tuition Benefits at Other Colleges**

1. The University may participate in several reciprocity programs including the New Hampshire College and University Council (NHCUC), the Council of Independent Colleges (CIC) and the Tuition Exchange Program (TEP). Each offers opportunities for dependent children and, in some cases, spouses of employees to attend programs of study. Details and a list of colleges currently participating in these programs may be obtained from Human Resources. These benefits are subject to the rules of each program and subject to change by the program.
2. Covered employees and their dependents shall be entitled to participate in tuition arrangements which may be negotiated by the University from time to time subject to the limitations of those arrangements.

## **E. Other**

1. Enrollment in certain special programs offered by the University is not covered by tuition benefits. These programs include doctoral programs (which may however be supported by Professional Development funds) and study abroad, and the University reserves the right to exclude other programs for budgetary reasons when it results in “out-of-pocket” cost to the University.
2. All tuition benefits are subject to applicable taxes in accordance with IRS regulations.

## **ARTICLE XX - SEVERABILITY**

If any provision of this Agreement or any application of this 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 force and effect.

## ARTICLE XXI – DURATION

1. Except as otherwise herein provided, this Agreement shall continue in full force and effect from July 1, 2015 through June 30, 2020.
2. The University shall have the right to reopen any Article of the Agreement that has economic impact on the overall University if revenue or expense expectations vary significantly which could result in an operating deficit.
3. The Association and the University shall have the right to reopen negotiations on any Article in this Agreement or related matters which come to the attention of the parties upon mutual agreement as to that reopener. The party wishing to reopen negotiations must so inform the other party of the reasons for and subject of the proposed reopener. Agreement to re-open shall not be unreasonably withheld.
4. As part of the annual budget development for fiscal year 2020-21 the University will adequately plan compensation increases.
5. Both parties agree to enter into negotiations on the next bargaining Agreement at least six (6) months prior to the expiration of this Agreement. During such time as the parties are actively involved in negotiations on the next bargaining Agreement, if necessary, the parties may mutually agree to extend the provisions of this Agreement to remain in effect during that period of active negotiations.

## **ARTICLE XXII – NO STRIKE, NO LOCKOUT**

- A. The BOT, Administration, and the Association agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of, or interference with, SNHU programs or operations.
- B. During the term of this Agreement, or any extension thereof, the Association and its agents, officials, and members will not instigate, cause, support, aid, finance, condone, authorize, or participate in any strike, sympathy strike, or any action that would diminish the quantity or quality of work performed by bargaining unit employees, or that would in any way interrupt or interfere with SNHU programs or operations, nor shall any employee engage in such conduct.
- C. Any employee engaging in any conduct prohibited by this Article shall be subject to the imposition of sanctions up to, and including, dismissal. The question of whether the covered member violated this Article is subject to challenge under the Grievance Procedure of this Agreement. The University's decision to discipline, suspend or discharge an employee for an alleged violation shall also be subject to challenge under the Grievance Procedure.
- D. Neither the BOT nor Administration, nor its agents or representatives, shall conduct a lockout of bargaining unit employees during to term of this Agreement or extension thereof.

In witness whereof, the University has 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's this 30<sup>th</sup> day of September, 2015.

**SOUTHERN NEW HAMPSHIRE UNIVERSITY PROFESSIONAL EMPLOYEES  
ASSOCIATION (SNHUPEA)**

By:   
Patrick Cullen, SNHUPEA President/Negotiations Committee

By:   
Gregory Randolph, SNHUPEA Vice President/Negotiations Committee

By:   
Michael Tasto, SNHUPEA Treasurer/Negotiations Committee

By:   
Joanne Normand, SNHUPEA Negotiations Committee

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**

By:   
Mark Ouellette, Chair, SNHU Board of Trustees

By:   
Paul Leblanc, President of SNHU

By:   
Danielle Stanton, Chair, SNHU Negotiations Committee

By:   
Gregory Fowler, SNHU Negotiations Committee

By:   
Kimberly Bogle-Jubenville, SNHU Negotiations Committee

By:   
James Whitmore, SNHU Negotiations Committee

By:   
William Zemp, SNHU Negotiations Committee