

COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF TRUSTEES OF THE UNIVERSITY SYSTEM OF NEW
HAMPSHIRE**

**for the Benefit of the Keene State College Department of
Campus Safety**

And

Teamsters Local Union No. 633 of Manchester, NH

CONTRACT TERM

July 1, 2020 - June 30, 2023

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Article I
RECOGNITION

The Board of Trustees of the University System of New Hampshire, for the benefit of the Keene State College Department of Campus Safety, recognizes the Teamsters Local Union No. 633 of Manchester, NH affiliated with the International Brotherhood of Teamsters as the exclusive bargaining representative for all regular full-time and regular part-time Campus Safety employees, excluding the director of Campus Safety, associate director of Campus Safety, program manager, Sergeants, and all other supervisors, managers, and confidential employees; all probationary employees; all temporary, seasonal, irregular, and on-call employees; and all other professional and non-professional employees at Keene State College as designated by the PELRB in its certification order of September 8, 2015, as amended by Decision No. 2020-093 dated April 24, 2020.

Article 2
DEFINITIONS

The term "Board" as used in this Agreement refers to the Board of Trustees of the University System of New Hampshire acting on its own or acting through the administration of the College.

The term "College" as used in this Agreement refers to the Board and/or the administration of Keene State College.

The term "Department" as used in this Agreement refers to the Keene State College Campus Safety Department.

The term "Director" as used in this agreement refers to the Director of Campus Safety.

The term "Union" as used in this Agreement refers to the Chauffeurs, Teamsters & Helpers Local Union 633 affiliated with the International Brotherhood of Teamsters.

The term "Member" as used in this Agreement refers to an employee who is a member of the bargaining unit, as defined by this Agreement.

The term "Unit Seniority" as used in this Agreement shall be used only for the purposes explicitly provided for within this contract and shall have no force or effect on the application or interpretation of any KSC or USNH benefit programs, policies, or otherwise.

Article 3
LABOR/MANAGEMENT COMMITTEE

Section 3.01 Purpose

A committee shall be established to maintain an ongoing open dialogue between management and the Union on topics of concern. Such topics may include, but are not limited to compensation, benefits, training, equipment, policies and procedures, and working conditions.

Section 3.02 Composition of the Committee

The committee shall be composed of no less than two employees each, from the Union and from management. A Member of the Union bargaining unit shall be selected by Teamsters Local 633 to serve as Union representation of this Committee.

Section 3.03 Duties

The Union representative will be responsible for inviting committee members, coordinating meeting time(s), place(s), date(s), preparing an agenda, and compiling minutes. All time spent shall be paid by the College. Prior to the conclusion of any meeting, the committee shall set a date for the next meeting. Either party may request a meeting of the committee prior to the next scheduled meeting; such meeting shall be scheduled upon agreement of both parties. Minutes shall be taken for all meetings; minutes shall be disseminated on a need to know basis only.

Section 3.04 Timeline

During the term of this agreement, the committee shall meet no less than quarterly.

Article 4 **UNION RIGHTS**

Section 4.01 Stewards

The College recognizes the right of the Local Union to designate one (1) Job Steward and an assistant from the member list. The authority of the Job Steward and assistant so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances with the appropriate Employer representative in accordance with the provisions of the collective bargaining agreement without loss of time or pay;
- b. The collection of dues when authorized by appropriate Local Union actions;
- c. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers.
- d. The Steward or the designated alternate shall be permitted reasonable time, with prior management approval, to investigate, present and process grievances without interruption of the Department operation. Such time spent by the Job Steward or the designated alternate during their regular work schedule shall be considered working hours in computing daily and/or weekly overtime.

Section 4.02 Bulletin Board

The Employer agrees to provide a bulletin board for the posting of notices related to union business. The Union may post notices on the bulletin board designated by the College. All notices shall be on Union stationery or letterhead. The bulletin board shall be used only to notify employees of matters pertaining to Union affairs. No material shall be posted that is deemed by the College to violate State or Federal law.

Section 4.03 Union Meetings

The Employer shall permit College facilities to be used for Union Meetings outside of work hours in the same manner as they are made available to other non-College organizations with advance notice.

Section 4.04 Rosters

The Department shall maintain and make accessible to the Union a current unit seniority list containing the names of all members. Updates to the roster shall be made within ten (10) business days of the addition or deletion of any member.

The Department shall maintain a department roster, including name, rank, and position held for all department employees for informational purposes only. The roster shall be updated within ten (10) business days of any changes of status.

Article 5 **DUES CHECK-OFF & CREDIT UNION**

Section 5.01 Union Dues

The Employer agrees to deduct from the pay of all members covered by this Agreement who submit an approved authorization form, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees on a bi-weekly basis and agrees to remit to said local union all such deductions prior to the 20th day of the month for which the deduction is made.

- a. Said deduction should be made each pay period provided, however, that if a member has no check coming to him/her or if the check is not large enough to satisfy the deduction, then no collection of dues will be made for that pay period.
- b. The Employer will send the amount so deducted once a month to: Secretary-Treasurer, Teamsters Local No. 633 of N.H., P.O. Box 870, Manchester, N.H. 03105.

- c. The Union shall indemnify and hold harmless the College should any dispute arise between the Union and the College as a result of the administration of this Section.
- d. No deduction shall be made which law prohibits.

Section 5.02 Credit Union

The College agrees to deduct from the member's paycheck for deposit to the Local Union's Credit Union (known as the New England Teamsters Federal Credit Union), as members of the Automated Clearing House (ACH) banking system, any amount on a bi-weekly basis, authorized by the member.

- a. Said deduction shall be bi-weekly and remitted within a two week period following deduction.
- b. Where laws require written authorization by the member, it shall be furnished in the form required.
- c. No deduction shall be made which law prohibits.

Article 6

NO STRIKE / NO LOCKOUT

Section 6.01 Responsibilities

During the terms of this agreement, neither the Union nor its agents, or any member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the College. During the term of this Agreement, neither the College nor its agents for any reason shall authorize, institute, aid, or promote any lockout of members covered by this Agreement.

Section 6.02 Communication

The Union agrees to immediately inform the members that they are in violation of the Agreement and/or state law if a strike or other form of job action should occur, as outlined in Section 6.01 of this Agreement. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining Compliance with this Article, including their responsibility to remain at work during any interruption and to encourage members violating Section 6.01 above to return to work.

Section 6.03 Discipline

The Employer may discharge or discipline any member who violates Section 6.01 above and any member who fails to carry out his responsibilities under Section 6.02 above.

Section 6.04 Litigation

Nothing contained herein shall preclude either Party from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 7

INTRODUCTORY PERIOD

Section 7.01 Start of Introductory Period

The introductory period for employees shall begin upon date of hire.

Section 7.02 Length of Introductory Period

The introductory period for a newly hired officer shall be six (6) months from the date of hire, unless the director, after review of the field training reports and recommendations from field training officers, feels the probationary employee is not meeting Department and/or College expectations. In such an event, the director may extend the probationary period up to an additional six (6) months.

In the event a member who voluntarily resigns and is rehired to a union position within a one year period, the member shall serve an introductory period of not less than six (6) months.

The introductory period for a newly promoted employee shall be six (6) months from the date of promotion.

Section 7.03 Member Rights During Introductory Period

Any individual hired into the bargaining unit must successfully complete a six (6) month introductory period as indicated in this Article prior to receiving all guarantees provided in this agreement. During the introductory period the member may be disciplined or discharged at any time during their introductory period, with or without cause, and with or without notice. A member who is disciplined or discharged during the introductory period shall not have recourse to the grievance or arbitration provisions of this Agreement; however, the introductory employee may have access to the grievance and arbitration provisions of this Agreement for other rights and privileges of employment as stipulated in this agreement during the introductory period. An employee who successfully completes the introductory period shall then be credited with seniority back to his/her most recent date of hire.

Article 8

OUT OF CLASSIFICATION ASSIGNMENTS

When a member is required to assume the full-time duties and responsibilities of a supervisory level classification, such member shall receive a five percent (5%) increase or the introductory rate of that position, whichever is greater.

Article 9

SPECIALIZED POSITION ASSIGNMENT

The parties agree to abide by the standard operating procedure(s) set forth in the Department Policy manual applicable to assignment designations. The parties further acknowledge that under Article 31, Management Rights, and Article 29, Effect of Agreement, the Employer retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect upon application.

Article 10

INTERNAL INVESTIGATION

The parties agree to abide by the standard operating procedure(s) set forth in the Department Policy manual and applicable to citizen complaints and internal investigations. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the Employer retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect upon application.

Article 11

DISCIPLINE

The parties agree to abide by the standard operating procedure(s) set forth in the Department policy manual and applicable to discipline & standards of conduct, The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the Employer retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect upon application.

Article 12

GRIEVANCE AND ARBITRATION

Section 12.01 Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

Section, 12.02 Definitions

For the purpose of this Agreement, a *grievance* is defined as a written statement alleging a misinterpretation, misapplication, or violation of any provision of this Agreement.

Working days, for the purpose of this Article shall be Monday through Friday excluding holidays or other days on which the College is officially closed.

Section 12.02 Time Limits

All grievances shall be filed and appealed within the time limits set forth below or they will be deemed waived; provided, however, that the time limits may be extended by written mutual agreement of the parties. In the event that a required time limit is not met, by KSC, the grievance shall be moved to the next step unless an extension of time has been agreed upon by the grievant and KSC.

Section 12.03 Grievance Process***Step 1***

When a member believes that a problem exists with respect to the interpretation or application of the specific terms of the Agreement, the Member who may be accompanied by the Steward shall first discuss the problem with the appropriate designee of the Director within five (5) working days of the occurrence of the problem. Reasonable efforts shall be made by the parties involved to resolve the problem informally. The Steward and the member will be notified of the disposition by the supervisor within five (5) working days of the meeting. An employee who is grieving a termination may be placed on a leave of absence with pay pending the outcome of the grievance.

Step 2

If the problem has not been resolved informally, the Steward shall reduce it to writing and submit a written grievance to the Director within ten (10) working days after notification of disposition provided above. The written grievance shall contain:

- a. A concise statement of the events giving rise to the grievance;
- b. The specific section of this Agreement alleged to be violated;
- c. All evidence available in support of the grievance claimed;
- d. A statement as to when the grievance arose or became known to the member; and
- e. A statement as to the redress sought by the member.
- f. All electronic communications involving grievances shall be conducted with a return receipt required.

The Director shall meet with the *Steward* and the member within ten (10) working days and shall render a written disposition with respect to the grievance to the member and the Steward within ten (10) working days after the meeting.

Step 3

If the disposition is not satisfactory to the Union, the Steward may appeal the grievance in writing to the President or designee(s) within ten (10) working days after receipt of the notification provided in Step 2. The President or designee(s) shall meet with the Union Business Agent, Steward, and the member within ten (10) working days and render a determination in writing to the Steward within twenty (20) working days after said meeting.

Step 4

In the event that the determination of the President or his/her designee is not acceptable to the Union it may, within thirty (30) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration under the rules of the Tri-State Arbitration Association by notifying the Director of Human Resources and the Director of Campus Safety or designees in writing of such intent.

- a. The decision of the arbitrator shall be final and binding upon the parties.
- b. The arbitrator shall not have the authority to amend, modify, or establish new terms or conditions with respect to this Agreement.
- c. Wherever possible the arbitrator shall render the decision within thirty (30) working days after the conclusion of the hearing and

- any final written or oral argument.
- d. All fees and expenses for the arbitrator's services and the proceedings shall be divided equally between the Union and the College. Each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
 - e. The Grievance and Arbitration Procedure shall not be used to review the substantive merits of an administrative judgment or evaluation.

Article 13
PERSONNEL FILES

The parties agree to abide by the standard operating procedure(s) set forth in the Department & Policy manuals as applicable to Personnel Records. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the Employer retains the authority and right to amend said standard operating procedure(s) at their discretion, and agree to abide by the terms of said standard operating procedure(s) as in effect at the time of application.

Article 14
RULES AND REGULATIONS

Section 14.01 USNH & KSC Policies

The University System of New Hampshire Policies and Procedures are available to all employees at <https://www.usnh.edu/policy>. Keene State College Policies and Procedures are available to all employees at <http://www.keene.edu/administration/policy/>.

Section 14.02 Department Policy

The Department will provide appropriate electronic access via its web site or by other means to all current Department policy manuals, Memorandums, General Orders, Codes of Conduct, Special Orders, or other orders to which employees are answerable.

Section 14.03 Compliance

The College, the Department, and all members, agree to abide by the provisions of all policies, or other regulations as described in Article 14.

Article 15
UNIFORMS AND EQUIPMENT

Section 15.01 Management Rights

The Director or his/her designee will determine the appropriate uniform design and equipment required of members. Uniforms shall be worn in accordance with the Department policies & procedures manual.

Section 15.02 Funding

The Department will provide funding for authorized uniforms and equipment for all members.

- a. The Department will pay for cleaning and initial alterations of provided Uniforms, as well as the replacement and maintenance of issued equipment.
- b. Any item of basic uniform and equipment that is damaged beyond usability as the result of official actions shall be replaced (new or from inventory) by the department.
- c. Upon approval from the supplies manager, members are responsible for obtaining and replacing their own uniforms and equipment from authorized vendors,
 - i. Members are required to submit a written request for new or replacement uniforms and equipment to the supplies manager prior to making purchases.

- ii. The supplies manager may request to inspect the items being replaced prior to approval.
- iii. Members are required to submit receipts to the director or designee, who will be responsible for paying invoices.

Article 16
HOURS OF WORK/SCHEDULING

Section 16.01 Workweek and Workday

The scheduled workweek shall begin with any scheduled shift beginning after Saturday at 12:00 a.m. and ends at the completion of any shift beginning prior to 11:59 pm the following Friday. The standard workday shall consist of a minimum eight (8) hour shift with two days off, ten (10) hour shift with 3 days off, and no more than twelve (12) hour shift.

Shift schedules shall be reviewed and discussed during labor/management meetings.

Section 16.02 Staffing Levels

The Director or his/her designee shall determine the shift staffing assignments based on the needs of the Department. The Director or designee may assign overtime to ensure minimum staffing levels. No member shall be allowed, except in cases of emergencies as determined by the Director or his/her designee, to work sixteen (16) consecutive hours. Nothing in this agreement shall be construed to limit the Director or his/her designee's right to assign work to members, including shift assignments.

Section 16.03 Shift Bidding

The schedule will be posted for bid no more than three times a year:

- a. Fall shifts shall start in August on the Saturday prior to school opening.
- b. Spring shifts shall start in January on the first Saturday after New Year's Day.
- c. Summer shifts shall start on the Saturday following graduation in May.

Schedule blocks shall be posted no less than thirty (30) days prior to the scheduled shift change; supervisors shall bid separate shifts than Officers. Members will be provided two weeks' notice prior to a change in shift assignment as a result of regular shift bidding.

The members recognize that change in shift assignment, outside of regular shift bidding, may be necessary in order to replace officers who are absent or to meet operational needs. If a change in shift assignment is required, the affected officer shall be provided as much prior notice as possible.

Section 16.04 Seniority for Shift Bidding

A bidding system based upon seniority shall be used for making full time shift assignments:

- a. Members shall accrue unit seniority from the date they are employed in position within the department.
- b. In the event that more than one new employee is hired within the same hiring process, unit seniority between those members shall be determined by prior experience as calculated by Human Resources during salary calculations.
- c. In the event that a member voluntarily resigns their employment with the College, and is subsequently rehired to a union position within a one year period, the member shall be restored to the unit seniority level they held on the last day of employment. KSC or USNH is not obligated to re-hire any member who voluntarily resigns or waives any part of the hiring process.
- d. Officers in field training shall be exempt from the bidding process. Upon completion of training, the officer shall be assigned to a shift by the Director or his/her designee until the next shift bid.

Section 16.05 Substitution of Shifts under 29 U.S.C. § 207(p)(3)

Substitution of Shifts may be requested by one member to another member. No Substitution of Shifts shall be granted unless there is a mutual agreement in Writing between the two (2) parties and shall be subject to the approval of the Director or his/her designee. When shifts are substituted, the Department will treat each party to the substitution as if the member who was originally scheduled to work appeared and worked the shift.

Section 16.06 Lunches and Breaks

There shall be two (2) fifteen (15) minute breaks per day for full-time employees and that is to be considered time worked. There shall be a 30 minute meal period which shall be considered time worked. Due to the nature of the work, employees may be required to work through any part of meal or break period.

Section 16.07 Special Details

The parties agree to abide by the standard operating procedure(s) set forth in the KSC Campus Safety Department Policy manual and applicable to Special Detail and Compensation. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the College retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect at the time of application.

Article 17
TRAINING

The parties agree to abide by the standard operating procedure(s) set forth in the Department Policy manual and applicable to Administration of Training. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the Employer retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect at the time of application.

Article 18
PAYROLL PERIODS

Section 18.01 Distribution of Payroll

The Employer will be responsible for determining how information about payroll options will be communicated to members. For those members not able to take advantage of direct deposit which is the USNH standard method of pay distribution, a paper payroll check will be generated and mailed to the member's designated campus or home address on the appropriate pay period. Checks will normally not be distributed to members earlier than the official payment date for that particular pay period.

Section 18.02 Timeline

All members under this Agreement shall be paid on a bi-weekly basis. Members will be paid in accordance with the designated College payroll calendar.

Article 19
WAGES

Section 19.01 ATB and Other Pay Increases

During the term of this Agreement, any person hired by the College to work as a full-time employee in Campus Safety shall be entitled, upon successful completion of such employee's introductory period as described in Article 7 of this Agreement, to a one-time recruitment payment of \$350, net of applicable deductions and withholdings. Such lump-sum recruitment payment shall be paid on the first regularly scheduled Campus Safety payday subsequent to successful completion of the employee's introductory period, and shall be treated by the College as taxable compensation subject to tax and other withholding.

Section 19.02 Bonus Pay

Members shall be eligible for additional "bonus pay" for outstanding job performance upon recommendation by the director. Bonus pay is only authorized as money is made available to the Director of Campus Safety.

Section 19.03 Re-open Negotiations Under Appropriate Circumstances

In the event that, at any time during the term of this Agreement, the Employer agrees with any currently certified staff bargaining unit at the College (KSCSA, KSCASA, KSCDSA) to provide such unit an across-

the-board salary increase or one-time payment, the Parties shall reopen negotiations within thirty (30) days after the Union makes a written demand upon the Employer to exercise this reopener.

Article 20
ADDITIONAL COMPENSATION

Section 20.01 Shift Differential

Campus Safety Officers whose shift begins between the hours of 3:00 pm and 8:59 pm shall receive a shift differential of \$75 per hour for all continuous hours worked during the shift. Officers whose shift begins between the hours of 9:00 pm and 6:59 am shall receive a shift differential of \$1.00 per hour for all continuous hours worked during the shift. All shifts that begin between the hours of 7:00 am and 3:00 pm are not eligible for shift differential. This provision shall have a retroactive effective date of July 1, 2016, and any shift differential to which any member of the bargaining unit would have been entitled between July 1, 2016, and the effective date of this Addendum shall be paid in a lump sum, net of applicable deductions and withholdings, to such entitled member, by no later than the second pay period following the effective date of this Addendum.

Section 20.02 Callback Pay

Any member who is requested to return to work outside of their regularly scheduled hours shall be compensated at a minimum three (3) hours, or for the number hours of work performed, whichever is greater.

Section 20.03 Special Details

Extra compensation shall be paid to members who are assigned to work hours outside their regular assigned shift due to special details. Priority shift differential does not apply to special detail work.

Section 20.04 Overtime Pay

Time worked in excess of 40 hours in any week shall be paid at one and one-half times the regular rate of pay. The hours worked in all jobs must be paid by the hour and combined for calculation of overtime.

Section 20.04 Travel Expenses

Members will be reimbursed for business use of personal vehicles at the IRS Standard mileage rate in effect at the time of travel. USNH reimburses for actual mileage using the most direct route, adequate records must be maintained to document mileage claimed. Tolls, ferries, and parking expenses incurred while on business travel are reimbursable in addition to the mileage allowance. Personal use, parking tickets, traffic fines and penalties, towing charges, accidents and theft losses are not reimbursable. The standard mileage allowance is in lieu of all actual operating expenses such as fuel, oil, towing charges, repairs, tires, insurance, accident deductibles, etc.

Section 20.05 Field Training Stipend

Members who perform Field Training, to include supervisory personnel, shall be compensated at a rate of \$1.25 per hour while in the performance of the field training function. Field training hours shall be calculated by the director or designee by hours designated on the submitted *Daily Observation Reports*. Field Training stipends shall be paid within 30 days upon conclusion of the trainee's last phase of field training.

Section 20.06 Holiday Pay

Members receive compensation for paid holidays as provided in LISY V.A.4.8. At the College, unless altered by the Board or the College subsequent to the date of ratification of this Agreement, the following days are designated as paid holidays: New Year's Day; Memorial Day; Independence Day; Thanksgiving Eve Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; Day after Christmas; New Year's Eve Day; and one additional day in December as determined by the College.

Section 20.07 Curtailed Operations

Members shall be eligible for curtailed operations pay in accordance with the *Keene State College Inclement Weather Policy*.

Article 21
COMPENSATORY TIME

Unless otherwise qualified by this agreement, members who are deemed "status employees" by shall be eligible for compensatory time as described in *USY.V.F.7.3.1.3 Compensatory Time*.

Article 22
TIME AWAY FROM WORK

Section 22.01 Eligibility

Unless otherwise qualified by this agreement, members who are deemed "status employees" by USNH policy shall be eligible for leave as specified in the University System personnel policies, USY.V.A.4 ("Benefits Available to Status Employees").

Section 22.02 Accruing Paid Time Off

- a. Paid Time Off is accrued each hour actively worked (except for overtime hours), based on years of employment. Paid Time Off benefits will not accrue when a member is not actively working (except for absences covered by Personal Time, Sick Time, or banked Earned Time). Paid Time Off may not be used to pay for hours that are more than the regular bi-weekly work period.
- b. 1.0 FTE: As used in this Article, a 1.0 FTE assignment is based upon a 40-hour work week. Members who work less than 1.0 FTE will accrue leave time on a pro-rata basis.
- c. Freezing of accrued leave and Earned Time: Upon conversion to the benefits listed below, members will retain all accrued leave, Earned Time, and Sick Pool accruals. Individual employees will be provided options for converting Sick Pool accruals into banked Earned Time or Sick Leave. Earned Time banks will be paid out upon termination of employment.

Section 22.03 Personal Time

The purpose of Personal Time is to provide employees with salary continuation for vacation days and to cover or supplement other out-of-office time to address personal needs not covered by other benefits or USNH policies. Personal Time accrues at the rate of 18 days per year for the first five (5) years of status employment, and 24 days per year thereafter, for a 1.0 FTE assignment. Less than a 1.0 FTE will accrue time on a pro-rated basis. The maximum accrual is 45 days of Personal Time. When a member's employment with the College or USNH ends, they will be paid for up to 30 days of unused Personal Time upon termination.

Accrual Conversion Chart – Personal Time (based on 80 hour pay period)

Service	Days			Hours			
	Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual
Up to 5 Years	0.692	1.5	18	0.069	5.54	12	144
5 Years or More	0.923	2	24	0.092	7.39	16	192

Section 22.04 Sick Time

- a. Sick Time: the purpose of Sick Time is to provide employees with salary continuation for absences due to personal medical needs or for designated Family Care (see Article 22.05 below). Sick Time accrues at the rate of 15 days per year for a 1.0 FTE assignment. Less than a 1.0 FTE will accrue time on a pro-rated basis. The maximum accrual is 60 days of Sick Time. When a member's employment with the College or USNH ends, they will not be paid for unused Sick Time upon termination.
- b. Medical documentation may be required to substantiate an absence and/or to indicate an employee's ability to return to work after an illness or injury. For any absences that are expected to last more than one week, the employee should contact the Human Resources Office to discuss extended leave options. Available Compensatory Time, Personal Time or banked Earned Time may be used to cover an absence for personal medical needs if Sick Time is exhausted.
- c. Family and Medical Leave Act (FMLA): USNH complies with the provisions of the Family and Medical Leave Act of 1993 (FMLA), which enables eligible members to take up to 12 weeks of leave each year for family or medical reasons as specified under the law. In addition, a member may take up to 26 weeks to care for a family member ill or injured as a result of service in the military or 12 weeks for a "qualifying exigency" resulting from a family member's active duty or call to active military service. Pay continuation during FMLA depends on your accrual of Paid Time Off and applicable policies.

Section 22.05 Family Care

Family Care: A member may use up to 25 days of accrued Sick Time per fiscal year (July 1 - June 30) for Family Care. This aspect of Sick Time may be used for the medical needs of an immediate family member, including support from an illness, accident, or medical appointments. Family Care may also include leave for activities related to the administration of long-term care for an immediate family member (such as in a nursing facility or hospice). Individuals considered immediate family include the employee's spouse, mother, father, stepparents, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother, stepsister, grandparents, grandchildren, and individuals living in the member's household.

Section 22.06 Parental Leave

- a. Parental Leave: The purpose of Parental Leave is to provide employees with salary continuation for up to 4 weeks, to take time off for maternity and paternity, transition of a child through adoption or surrogacy, or long term placement of a child (defined as 30 or more days) as a kindred or private foster care provider. There is no waiting period or elimination period for using Parental Leave.
- b. Parental Leave must be taken in consecutive days, up to 4 weeks, and within 12 weeks of the effective date of the cause for Parental Leave (e.g., birth, placement for adoption). Future eligibility will be on a rolling 12-month period from the effective date of the last use of Parental Leave. Parental Leave cannot be taken on a partial or intermittent basis or to supplement another leave type.

Section 22.07 Short-Term Disability Leave

Short-Term Disability: The purpose of Short-Term Disability (STD) is to provide an employee with salary continuation for a total disability due to a non-occupational accident or illness, for up to 26 weeks. Short-Term Disability cannot be taken on a partial or intermittent basis or to supplement another leave type.

- a. Waiting Period: An employee must be employed for a minimum of two months (60 calendar days) to be eligible for STD benefits.
- b. Elimination period: Benefits begin the first day of total disability following a non-work-related accident, or on the eighth day of total disability due to illness (including medical maternity).
- c. Salary continuation: After the elimination period and through week 8 (calendar day 56), approved STD benefits will be 100% of an employee's current salary. From week 9 through week 26 (calendar day 182),

the benefit will be 60% of the employee's salary. An employee can supplement the 40% salary gap by using accrued Sick Time. If Sick Time is not available, the employee may choose to use Compensatory Time, Personal Time or banked Earned Time.

Section 22.08 Bereavement Leave

Members may use five days of Bereavement Leave for the death of an immediate family member and one day for the death of other relatives. Unless altered by the Board or the College subsequent to the date of ratification of this Agreement, those individuals considered immediate family include spouse, mother, father, stepparents, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother, stepsister, grandparents, grandchildren, and individuals living within the member's household. Other relatives include the member's brother-in-law, sister-in-law, uncle, spouse's uncle, aunt, spouse's aunt, nephew, spouse's nephew, niece, spouse's niece, great uncle, spouse's great uncle, great aunt, spouse's great aunt, first cousin, and spouse's first cousin.

If additional time off is necessary due to the death of a family member, special arrangements may be made to permit the member to use Personal Time, banked Earned Time or take time off without pay. Documentation supporting the use of bereavement leave may be requested by the immediate supervisor or Human Resources Office.

Section 22.09 Community Service Day

A member may take up to one day per fiscal year (up to 8 hours) of paid time to participate in a volunteer program in accordance with policy USY V.A.4.15. The member's supervisor must approve Community Service time at least 15 days in advance to allow for the coordination of work-related responsibilities. Community Service time should not conflict with peak work schedules, create a need for overtime, cause conflicts with other employees' schedules or otherwise run counter to Conflict of Interest (USY V.D.7) or Political Activity Regulations (USY V.D.8) policies. If a conflict arises, or the requested activity does not fall within established guidelines, the request may be denied.

Article 23
LONGEVITY

Section 23.01 Eligibility

Applicable only to status operating staff with current status employment start dates prior to July 1, 2011, extra pay increment are awarded to status hourly staff to recognize length of service to University System. Longevity payments are included in the regular rate for the purpose of computing overtime. Longevity increments for operating staff are as follows:

- On completion of 5 years of service: 1 %
- On completion of 10 years of service 2%
- On completion of 15 years of service 4%
- On completion of 20 years of service 6%
- On completion of 25 years of service 8%
- On completion of 30 years of service 10%

Section 23.02 Determination of Length of Service

For longevity purposes, a year of service will be equal to a calendar year of status employment, i.e. 12 consecutive months from date of hire equals one calendar year. If an employee held a status flex-year appointment for 75% for 10 years, the total years of service for longevity purposes would be 10 years.

Section 23.03 Calculation of Longevity Increment

The longevity increment, awarded each pay period, is calculated by multiplying the base pay for that period by the longevity percentage.

Section 23.04 Beginning Accrual

Length of service will start from the first day of status employment of at least 75% time.

Section 23.05 Effective date

Longevity increments shall be effective on the staff member's anniversary date of status employment.

Article 24
EMPLOYEE BENEFITS

Section 24.01 Employee Benefits

Unless otherwise qualified by this agreement, members shall be subject to policies and receive the benefits as described in the *USATH Operating Staff Handbook and USNH Policy USY.V.A.3 Benefits provided to all Employees*. Unless otherwise qualified by this agreement, members who are deemed "status employees" by USNH policy shall be eligible for benefits as described in *1151'.V.A.4 Benefits Available to Status Faculty and Staff*, *USY.V.A.6 Benefits following Termination*, and *USY.V.A.7 Benefits Following Retirement*,

Section 24.02 References

USNH Policy USY. V.A.can be found at <http://www.usnh.edu/policy/usy/v-personnelpolicies/employee-benefits>. The *USNH Operating Staff Handbook* can be found at <http://www.usnh.edu/hr/OSHandbook/>.

The parties further agree to acknowledge that under Article 31, Management Rights, and Article 29, Effect of Agreement the College retains the authority and right to amend said policies at their discretion, and agree to abide by the terms of said policies as in effect at the time of application.

Section 24.03 Healthcare Benefits

- a. Effective for Plan Year 2021 (as of 1/1/21) through Plan Year 2023, bargaining unit members who are status employees will be provided with three medical plan options: Open Access Plan (OAP) 300/600, OAP 1000/2000, and OAP Health Savings Account (HSA). Summary plan descriptions are provided by USNH Human Resources at www.usnh.edu/hr/ in the benefits section.
- b. The employee share of the premiums will be as follows:

KSC Campus Safety Employee Contributions	2021	2022	2023
<i>OAP HSA</i>			
Employee Only	7%	9.6%	12.2%
Employee + Spouse	11%	13.5%	16.0%
Employee + Child(ren)	11%	13.5%	16.0%
Employee + Family	15%	17.4%	19.7%
<i>OAP 1000/2000</i>			
Employee Only	12%	14.5%	16.9%
Employee + Spouse	16%	18.4%	20.7%
Employee + Child(ren)	16%	18.4%	20.7%
Employee + Family	20%	22.3%	24.5%
<i>OAP 300/600</i>			
Employee Only	16.5%	18.9%	21.2%
Employee + Spouse	20.5%	22.8%	24.9%
Employee + Child(ren)	20.5%	22.8%	24.9%
Employee + Family	24.5%	26.6%	28.7%

- c. Bargaining unit members who are not status employees and who work an average of 30 hours or more per week over a measurement period (for USNH, mid-October of one year to mid-October of the next year) are eligible to access the Adjunct Open Access Plus Plan offered by the University System of New Hampshire. If eligible, a bargaining unit member may participate as long as the Adjunct Open Access Plus Plan is offered as required by the Affordable Care Act. USNH reserves the right to eliminate the plan at any time, for any reason. Additional information on the Adjunct Medical Plan can be found at the following link: <https://www.usnh.edu/human-resources/adjuncts>
- d. All medical plan options offered by USNH are subject to vendor-initiated changes in coverage, cost and naming conventions. Where a vendor offers USNH a choice of medical coverage options that choice shall be subject to negotiation between the Union and USNI-1. If no agreement is reached within thirty (30) days of the first written notification to the Union, that choice which provides medical coverage closest to the existing coverage as determined by USNH shall be chosen regardless of the impact on the cost and resulting employee and employer contribution.

Section 24.04 Healthcare Education

In recognition of the need for affirmative efforts to control health insurance premiums cost increases, the College shall provide educational information, materials, and/or programs designed to educate employees as to the purpose and proper use of health insurance plans, health care facilities and providers, and their alternatives. The Union agrees to actively encourage review of information and participation in any programs offered,

Section 24.05. Long Term Disability

Members shall be eligible for long term disability benefits in accordance with *USNH Policy USY.V.A.8.1*. Long term disability benefits provide monthly disability income benefits if eligible members are unable to work for 180 days due to an illness or injury.

Section 24.06 On-Duty Injury

Workers Compensation benefits are provided to members in accordance with *USNH Policy USY.V.A.8.2* and *RSA 281-A*.

Section 24.07 Tuition Benefit

Members are eligible to receive tuition benefits as provided in USY V.A4.7. In accordance with the USNH tuition benefit plan and unless altered by the Board or the College subsequent to the date of ratification of this Agreement, eligible members shall be eligible for tuition benefits upon successful completion of the introductory period. A member's spouse and/or eligible dependents may utilize the benefit after the member has been employed in a benefits eligible position for one year on or before the first day of classes in the semester for which application is made for a tuition benefit. The tuition benefit applies only to tuition for regular courses offered by the University System itself, It does not apply to courses that other educational institutions may offer, even if on a University *System* campus. It also does not include release time from work to attend classes or the cost of textbooks and class materials.

Article 25
RETIREMENT

Section 25.01 Acceptance & Eligibility

The parties agree to abide by the retirement policies set forth in USNH Policy as applicable to Retirement. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement the College retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application. Retirement benefits are available to all members who are employed in a status position of 75% time.

Section 25.02 Tax Advantage

The University System of New Hampshire offers its eligible faculty and staff members the opportunity to participate in a 403(b) voluntary defined contribution retirement plan. The 403(b) plan provides the opportunity to save for retirement on

a tax-advantaged basis. The Summary of Plan Provisions describes plan information, including, but not limited to eligibility, enrollment, contribution levels, vesting (including breaks in service), beneficiaries, withdrawals, involuntary termination, additional retirement contributions, and annual limits. The Plan is subject to federal laws, such as the Internal Revenue Code (IRS) and other federal and state laws. The provisions of the Plan are subject to revision due to changes in laws or to pronouncement(s) by the IRS.

Section 25.03 Contribution Level

Both the University System and the participant contribute a fixed percentage of regular budgeted salary. Member contribution options are outlined in USNH Policy USY.V.A.4.6. Plan participation and contributions, including changes in contribution level, begin the month following enrollment and/or in the USNH Retirement Plan. Enrollment and other information is in the Retirement Summary Plan Provisions.

Section 25.4 Additional Retirement Contribution (ARC)

Members who are eligible for Additional Retirement Contribution (ARC) in accordance with USNH policy will receive this additional 1% USNH contribution to their retirement plan.

Section 25.5 403(b) Supplemental Retirement Contributions

- a. Members may make additional elective contributions to the 403(b) Retirement Plan up to the IRS elective deferral limits. The additional supplemental contributions receive no employer match. Members must be enrolled in the USNII Regular Retirement Plan and contributing at the Standard Level. Members will be able to make elective deferrals beginning on the first day of the month following your date of hire, and after approval of your completed salary reduction agreement and vendor enrollment materials
- b. Members have the option to contribute through direct deposit to the UNIQUE College Investing Plan, New Hampshire's Tax-Advantaged 529 Plan.

Section 25.07 Retirement Age

Members may be considered to be "retirees" as defined in USNH employment policy (*USY V.C.9.2*).

Section 25.08 Medical Coverage between Ages 62-65

All members who meet the qualifications of a KSC retiree (see *USY V.C.9.2* for definition) and are enrolled in a KSC medical plan prior to retirement and retire, may continue coverage per University System guidelines until they are eligible for Medicare coverage at age 65.

Section 25.09 Vesting

Members vest in the employer contributions in accordance with USY V.A.4.6.1.3.4. All employees are fully and immediately vested in the accrued benefits arising from employee contributions and rollover contributions.

Section 25.10 Adjunct Campus Safety Staff

Bargaining unit members who are not status employees and who work an average of 30 hours or more per week over a measurement period (for USNH, mid-October of one year to mid-October of the next year) are eligible to participate in the retirement plan but do not receive a match from USNH. More information regarding the retirement plan for adjunct Campus Safety staff can be accessed at the following link: <https://www.usnh.edu/human-resources/adjuncts>

Article 26 **LAYOFF**

Section 26.01 Purpose

Layoff is the involuntary separation of a staff member from the job, without pay, due to circumstances such as lack of work, seasonal conditions, technological or programmatic change and/or short-term financial difficulty. Layoff is used only when there is reasonable expectation of recall; it is inappropriate to use layoff to address performance problems, or to discipline a member. The period of layoff shall not exceed one year from the date of layoff.

Section 26.02 USNH Policy

Unless otherwise qualified by this agreement members are subject to USNH policies relative to layoff. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the College retains the authority and right to amend said policies at their 'discretion, and agrees to abide by the terms of said policies in effect at the time of application.

Section 26.03 Recall

Affected members shall be entitled to recall during the period of layoff. If not recalled during the period of layoff, members will be terminated. In cases where it is known by the Department that the layoff will be permanent, then the Director will meet with the bargaining unit to discuss the planned layoff and the effects of the decision.

Section 26.04 Selection and Notice

Members shall be selected for layoff on the basis of increasing seniority. Members who are laid off shall receive at least ninety (90) days' notice of any layoff.

Section 26.05 Unit Seniority

Members who are laid off shall maintain their positions on the unit seniority roster during the recall period and shall accrue additional unit seniority during that time. If recalled to work within the recall period, the member shall return with the same unit seniority he or she had accrued at the time of the recall. If hired into any other classification, the member shall return as a new employee and be rehired with a new seniority date. If an opening develops in the member's original classification after he or she had taken another position within the Department, he or she may return to the original classification with no loss of seniority. The College shall recognize the member's total length of service as outlined in KSC policy for fringe benefit purposes if the member is rehired into another classification within the recall period.

Section 26.06 Member Responsibility

Members who are laid off shall notify the Department and Human Resources of any changes in address or phone numbers in order to provide a contact point for recall or notification of vacancies which may arise with the Department during the term of their layoff.

Article 27
NON-DISCRIMINATION

Section 27.01 Non-Discrimination

Neither the Employer nor the Union will discriminate against employees on any employment matter on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, disability, veteran status, marital status, *or* other unlawful criteria as these terms are defined under applicable law. In addition, the parties recognize that sexual harassment is a form of unlawful sexual discrimination, and it is therefore the policy of the College that sexual harassment and/or other forms of discriminatory harassment will not be tolerated as stipulated in USNI-L and KSC policy.

Section 27.02 Non-Discrimination for Union Activity

Neither the Employer nor the Union will discriminate against employees on any employment matter because of the employee's union activity or union membership or non-membership.

Article 28
SUBCONTRACTING

Section 28.01 Subcontracting

The Employer shall not contract out services to be performed on College property, except where the work to be performed is beyond the skills and abilities of the members; where the work to be performed is beyond the workload capabilities of the members or the ability to work safely; or where the contractor has techniques, equipment, or technology that the members do not possess.

Section 28.02 Result of Layoff

The Union shall be notified at least ninety (90) days in advance of any subcontracting which may lead to the layoff of any member.

Section 28.03 Notice

The College shall give notice to the Union 60 days prior to subcontracting or contracting out work presently performed by the bargaining unit employees; provided, however, that if the Director determines that a short-term contract (six months or less) is necessary for operational reasons, to address other management-related contingencies, or to fill unexpected vacancies, the notice period shall be shortened to five working days.

Article 29
EFFECT OF AGREEMENT

Section 29.01 Good Faith Negotiation

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This instrument constitutes the entire Agreement of the College and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

Section 29.02 Employer Rights

The Employer shall have the right to adopt, amend, or rescind any policy or practice, including such policies or practices as may be referred to or incorporated in this Agreement, provided that, during the life of this Agreement, such policy or practice does not directly conflict with any explicit provision of this Agreement.

Article 30
SEPARABILITY

Section 30.01 Unlawful Provisions

In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any Court having jurisdiction over the matter at issue or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto.

Section 30.02 Void or Invalid Provisions

The provision of this Agreement held to be void or invalid should be renegotiated by the parties within ninety (PD) days of such determination, if possible, to comply with the determination of the Court or administrative agency concerning its legality.

Article 31
MANAGEMENT RIGHTS

All rights and responsibilities of the Board of Trustees which have not been specifically provided for in this agreement or Limited by law shall be retained in the sole discretion of the Board of Trustees or as delegated to the University System and to the College.

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement or required by Statutory Law, all of the rights, power, and authority the Department possessed prior to the signing of this Agreement are retained by the Department and remain in exclusive right of Management without limitation.

Management of the Department, its operation, direction of the workforce and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the Department. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

It is understood and agreed that the Department has all the customary and usual rights, powers, functions, and authority of Management. Any of the rights, powers, functions or authority which the Department had prior to the signing of this Agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the Department except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Department shall include the following, except as abridged or modified by this Agreement:

- To plan, direct, supervise and control all operations, functions and policies of the Department in which the employees in the Bargaining Unit are employed.
- To determine the need for and the qualifications of new employees, transfers, and promotions.
- To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations to assign shifts, work days, hours of work and work locations subject to the terms of this contract.
- To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations, or facilities for budgetary or other reasons.
- To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- To determine the need for a reduction or an increase in the work force and the implementation of any decisions with regard thereto.
- To discipline, suspend, demote or discharge an employee for just cause, subject to the terms of this contract and other pertinent law.
- To assign and distribute work.
- To determine the need for additional education courses, training programs, on-the-job training and cross training,
- To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment, or emergency,
- To determine the Mission, Policies, and Standards of service offered to the public,
- The Department may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, and efficient operation.

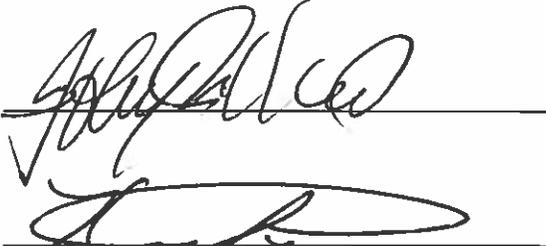
Article 32 **DURATION**

This Agreement shall be and remain in full force from the 1st day of July 2020 through and including the 30th day of June, 2023 and thereafter until terminated by either party by sixty (60) days written notice given to the other party of its intent to negotiate a successor agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representative in August 2020.

Teamsters Local 633



Keith Judge, Business Agent

University System of New Hampshire



Melinda Treadwell
President, Keene State College