



Wisdom to make a difference.

Collective Bargaining Agreement

University System of New Hampshire Board of Trustees

and

Keene State College Directors & Supervisors Association

July 1, 2020 to June 30, 2021

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Article I. Contract

A. Preamble

This Collective Bargaining Agreement (“CBA” or “Agreement”) between the Board of Trustees (BOT) (hereinafter called “the Board”) of the University System of New Hampshire (USNH) for Keene State College (KSC) (hereinafter called the “College”) and the Keene State College Staff Association (KSCSA), an affiliate of the National Education Association of New Hampshire (NEA-NH) (hereinafter called the “Association”) is made and entered into by the parties for the purpose of setting forth agreements reached between the College and the Association with respect to wages, hours, benefits and other conditions of employment for employees in the bargaining unit described in [Article I. Preamble, Section B. Recognition](#).

It is the intent of the parties to encourage harmonious relations among the Association, its members, and the College, to promote the welfare of the student body, and to ensure continuation of the standards of excellence at the College.

B. Recognition

1. The College recognizes the Association as the exclusive bargaining representative for all employees at the College who are certified as part of the bargaining unit and who work in the job categories set forth in [Decision No. 2016-092](#) of the Public Employees Labor Relations Board (PELRB), April 29, 2016, as such enumeration of job classifications may hereafter be revised or amended by order of the Board.
2. In the event new USNH personnel classification(s) are to be added to the work force, the College shall notify the Association of such new classification(s) within sixty (60) calendar days of its creation. The College shall determine if such new classification(s) shall be added to this bargaining unit and the College shall notify the Association of its determination. If the Association disagrees with the College’s determination, the matter may be referred to the PELRB by the Association with a request that the PELRB make a determination. In the event it shall be finally adjudicated that the new classification(s) be added to the bargaining unit, the classification(s) shall then be subject to the provisions of this Agreement.
 - 2.1. Should the College determine that a position(s) in a classification included in the bargaining unit at the time of the execution of this agreement is no longer appropriately included in the Association, it shall notify the Association of such determination. In the event the Association does not agree to the exclusion(s), the matter shall be referred to the PELRB for determination.
 - 2.2. The College agrees that when an employee in the bargaining unit is promoted, transferred, successfully applies for, or otherwise moves from their position to a position excluded from the bargaining unit, the College shall so advise the Association.
3. The College will not aid, promote, or finance any collective bargaining agent for the purpose of undermining the Association or changing any condition in this Agreement, provided however that the College may be obligated to provide publicly available information upon a legitimate legal request. The College agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant, or contract funds, and who

perform the functions of those positions covered by this Agreement.

C. Definitions

Academic Year: The period beginning on the Monday one week before the first day of fall semester and ending on the second Friday after the conclusion of spring semester.

Across-the-Board (ATB): refers to an annualized, fixed percentage amount that is applied to the salaries of all members of the bargaining unit except those listed as exceptions in compensation guidelines.

Administration: refers to one or more members of the senior management of the College including, but not limited to, the President and College officials who report directly to the President.

Agreement: refers to this Collective Bargaining Agreement as recited in [Article I, Section A](#). herein.

Arbitration: refers to the process in which the Association and KSC management bring a dispute to a professional arbitrator who makes a decision about the dispute.

Bargaining Unit: refers to the group of employee positions certified by the New Hampshire Public Employee Labor Relations Board (NH PELRB) eligible to be represented by a labor union/association for the purposes of Collective Bargaining of wages, benefits and working conditions with the USNH Board of Trustees representatives.

Base Pay: refers to the salary or wage paid to an employee for the work done based on their Position Description.

Board of Trustees: refers to the Board of Trustees of the University System of New Hampshire.

Bonus: refers to compensation awarded to staff to recognize contribution, extraordinary effort, attainment of skills at the end of an introductory period, or for assuming for a period of time extra duties which are not included in the duties and responsibilities as outlined in the staff member's Position Description.

Business Day: Monday through Friday, except for College holidays as defined by [Articles IV. A. 1 and 2](#).

Cabinet: refers to Administration members who constitute the body known as the President's Cabinet or such successor body serving the function of meeting regularly with the President as the senior-most advisory body to the President; and includes the President

Calendar Year: January 1 to December 31 of each year.

Chief Human Resources Officer or CHRO: refers to the head of Human Resources at Keene State College, regardless of what the title of the position is, and regardless of whether the official is part of the campus structure or the System administration.

College or KSC: refers to Keene State College.

Compensation: refers to any payment made by the College to an employee for services rendered in the course of the College's business. Compensation may consist of any or all of the following components: base pay, equity adjustment, stipend, bonus, or merit pay.

Dependent: refers to a person the employee claims on their federal tax form as dependent.

Dues: refers to the payment the Association charges those in the bargaining unit for voting membership in the Association.

Employee, Staff Member: used interchangeably referring to any person employed by the College regardless of Association affiliation.

Equivalent Employment: refers to two or more positions that are in the same classification and/or have essentially the same functions.

Equity Adjustment: refers to an increase in compensation in order to bring an individual's pay into line with current market conditions or with relevant internal benchmarks.

Fiscal Year: July 1 of one year through June 30 of the following calendar year.

Essential Personnel: refers to employees the College has designated who are necessary to be on campus for operations through weather or other emergency conditions.

Human Resources Office or Human Resources: refers to the College or System office headed by the Chief Human Resources Officer (CHRO).

Immediate Family: refers to any and all persons who are an employee's spouse, mother, father, stepparent, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchild, sister, brother, stepbrother, stepsister, grandparent, grandchild, or individual living on other than a temporary basis within the employee's household.

Introductory Period: refers to the initial six (6) months of an employee's first position with the College or the first six (6) months in a new position if the employee has been promoted, demoted, transferred or reclassified into a position with different duties.

Leave Without Pay: refers to a limited period of time in which the employee is away from work, during which the employee is not paid, but with the approval of the College still maintains benefits as stated in USNH policy [USY.C.16.3](#).

Merit Increases: refers to pay increases that may be awarded to employees based on the merit process developed by a joint labor-management committee and approved by the President.

Other Relatives: for bereavement leave purposes refers to any and all persons who are an employee'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, spouse's first cousin.

Position Description Questionnaire (PDQ): refers to the form used to determine and define an employee's duties and responsibilities, kept on file in Human Resources. It is used as the basis for creating the Position Description.

Personnel File: refers to the paper or electronic records of an individual's employment history, achievements and contributions within USNH.

President: refers to the person holding the office of President or Interim President of the College, or such person's designee.

Priority Consideration: refers to the preference given under certain conditions to employees or former employees which entitles them to an interview for a position for which they are interested and qualified.

Restructured: refers to a position that is changed due to factors other than performance resulting in shared, part-time or reduced time, modified schedule, reclassification of position, termination or transfer of employees, or reduction of overtime.

Salaried Employee: refers to Professional, Administrative, and Technical (PAT) staff exempt from the Fair Labor Standards Act (FLSA).

Seniority: refers to years of service at the College.

Sexual Harassment: refers to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile or offensive working environment, submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting that individual or submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.

Stand-By Pay: refers to payments to staff members who are specifically required in writing by their supervisors to restrict their travel and consumption of alcoholic beverages during non-working hours. The purpose of such restrictions is for the institution to be able to provide an immediate and safe response to any emergency situations.

Stipend: refers to payment beyond the base pay for a limited temporary (typically less than one year, can be renewable) or long-term assignment for additional responsibilities.

Supervisor: refers to the manager immediately above the employee in the chain of command, who has the authority to determine and assign work to be done by the employee, to evaluate the performance of the employee, and to approve the employee's time off requests and in some cases to hire and or fire the employee.

USNH: refers to the University System of New Hampshire.

Vacation/Personal Leave: refers to an approved absence from work for personal reasons not related to health, during which pay and benefits continue.

Vested: refers to the portion of retirement contributions and benefits to the employee retirement plan that the employee owns and is eligible to withdraw

Voting Member: refers to a bargaining unit member who is permitted by the Association to vote on Association business.

D. Separability

In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not thereby invalidated shall remain in full force and effect.

E. Managerial Policy and Management Rights

1. The parties recognize, first, that certain areas of managerial policy are within the exclusive prerogative of the College and USNH (collectively referred to in this Article as the "College"); and, second, that the right to determine managerial policy must be reserved to the College if it is to function effectively. It is agreed by the parties that the College's exclusive prerogative to determine managerial policy bestows upon it certain management rights, including but not limited to the specific management rights set forth in this Article. In this Agreement, the term "managerial policy within the exclusive prerogative of the public employer" has the meaning set forth in the New Hampshire Public Employee Labor Relations Act ([RSA 273-A:1, XI](#)), and includes but is not limited to managerial policies relating to College functions, programs, and methods, including the use of technology, organizational structure, and the selection, direction and number of personnel, so as to continue public control of the College.
2. The parties agree that all the rights and responsibilities of the College that have not been specifically modified, limited, or abridged in this Agreement are managerial policy within the exclusive prerogative of the public employer and are retained in the sole discretion of the College and, except as may be limited by this Agreement, shall include but not be limited to the following:
 - 2.1. The right to manage, direct, and control the College's programs, services and operations, including but not limited to determination of the College's budget, financial policies, auditing and accounting procedures, and the means, methods, budgetary and financial procedures, and personnel by which the College's operations are to be conducted.
 - 2.2. The right to direct and supervise the work of all employees.
 - 2.3. The right to determine qualifications, promotion, and hiring criteria.
 - 2.4. The right to determine standards for work.
 - 2.5. The right to grant leaves.

- 2.6. The right to determine the duties to be included in any job classification, in accordance with USNH classifications and written policies.
 - 2.7. The right to hire, appoint, reappoint, promote, transfer, assign, reassign, and continue the employment of all employees
 - 2.8. The right to determine the number of persons to be employed or to be retained in employment.
 - 2.9. The right to determine the necessity for overtime, determine the amount of overtime required, and approve overtime.
 - 2.10. The right to suspend, demote, discharge or take other disciplinary actions against an employee for just cause in accordance with duly specified procedures set forth in this Agreement.
 - 2.11. The right to adopt, enforce, and revise written College working rules, regulations, safety rules, and policies consistent with the provisions of this Agreement, including [Article I. Contract, Section E.3.](#) below and requiring compliance therewith.
 - 2.12. The right to reorganize or eliminate any position or positions on account of the College's decision to consolidate, outsource, contract out, merge, or otherwise reorganize, modify or eliminate any of its programs, operations, processes, or work; provided, however, that if the College exercises its managerial prerogative to outsource or contract out any College program, operation, process, or work, such outsourcing or contracting out shall comply with the procedural requirements in [Article V. Employment, Section J. Retrenchment](#), of this Agreement.
 - 2.13. The right to take such actions as may be necessary to carry out the missions of the College in case of emergencies (provided that the College shall subsequently negotiate the effects of such actions on employees' terms and conditions of employment).
3. The parties agree, first, that there are College and USNH policies, management practices, protocols, procedures, and rules that govern managerial decisions not covered by the terms of this Agreement; and, second, that it is within the prerogative of the College to modify, alter or rescind such policies under this Article, subject to the terms of this Agreement and the obligation of the parties to bargain over wages, hours and terms and conditions of employment per [RSA 273-A](#). In the event of a conflict between any such policy and the terms of this Agreement, the Agreement shall prevail. Members of the bargaining unit are subject to all written College policies, whether or not referenced herein, except to the extent that any such policy conflicts with this Agreement. At least thirty (30) calendar days prior to the implementation of any change to any such policy, the College shall notify the Association of the change. If the Association objects in writing prior to implementation that the change materially impacts any of the terms in this Agreement, then the parties shall within fifteen (15) business days of such objection agree on a time to meet to discuss the change. If the parties fail to agree on a resolution of the issue(s) within forty-five (45) business days of the Association's objection, the College may elect to implement the proposed changes. After such implementation, the Association may choose to grieve the implementation if it contends that the rule conflicts with or materially impacts any provision in this Agreement.

4. The College agrees to consult with the Association before converting any represented position to a position that would be represented in a different bargaining unit.

F. Association Rights

1. College-Association Communication

- 1.1. It is agreed that the College Administration and the Executive Committee of the Association will meet periodically to discuss matters of mutual interest other than those normally addressed through contract negotiations, contract administration, or the grievance process. At a minimum it is expected that three (3) such meetings will be scheduled upon the request of the Administration or the President of the Association each calendar year, with additional meetings as mutually agreed. Agendas and length of meetings shall be mutually agreed upon at least two (2) business days prior to such meetings. Upon mutual agreement among the President of the College and the Association Presidents these meeting maybe joint meetings with multiple bargaining units. These joint meetings will count toward the minimum expected number of meetings per year for all participating bargaining units.
- 1.2. The President of Association shall confer on a regular basis with the President of the College, or the President's designee(s).
- 1.3. The advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings will be available to the Association on the USNH website.
- 1.4. The College shall make available to the Association, upon its request and within a reasonable time thereafter, such information and data as are necessary for collective bargaining and/or the implementation of this Agreement. The College shall not be obliged to prepare, or otherwise produce, such information or data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome. Additionally, the College shall provide the Association President or designee an updated list of bargaining unit employees twice per year in August and January, including each employee's name, position title, worksite, KSC mailing address, and KSC e-mail address.
- 1.5. The College shall post within thirty (30) business days of ratification of this contract, a copy of this Agreement on the USNH website, and shall provide the Association with an electronic copy. The Association may print copies of this Agreement for use by bargaining unit members, using KSC equipment and materials.
- 1.6. The College shall provide the name, department, title, classification, grade, range, starting salary and effective appointment date of each new bargaining unit member to the President of the Association within ten (10) business days of appointment.
- 1.7. When a new appointment to the bargaining unit is made, the College shall include in the appointment letter a reference to the URL of the CBA on the USNH website.
- 1.8. The President of the Association shall have the courtesy of the floor at all College Senate meetings.

- 1.9. The Association reserves the right to submit advisory opinions on programmatic and policy matters to the Chair of the College Senate. When such opinions are submitted, the Chair of the Senate will distribute the opinion to the Senate as a whole or to the appropriate committee in a reasonable time period before discussion and a vote take place.

2. Association Use of Facilities

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

3. Payroll Deduction

- 3.1. The College shall deduct, in equal installments from October through May, the regular annual dues or voluntary contributions of the Association from the pay of each bargaining unit member who has submitted a payroll deduction form, or the bargaining unit member may request a single, lump-sum payroll deduction for dues or voluntary contributions. The Association will provide the College with the completed deduction forms for dues or voluntary contributions. Deductions authorized by bargaining unit members submitted to the College after October 1 shall begin no later than three (3) weeks after submission.
- 3.2. The amount to be deducted shall be certified by the Association to the College and the aggregate deductions shall be remitted monthly to the Association together with an itemized statement containing the names of the bargaining members with the amount of dues or voluntary

contributions deducted for each one. Remittance to the Association shall be made by the last day of the month following the month in which such deductions have been made.

- 3.3. Membership in the Association shall be continuous. Any change from dues paying membership status shall be for the next academic year and must be made by the employee no later than May 15 of the current academic year in writing to the College and the Association. The Association will verify in writing any changes in payroll deductions by an employee covered by this CBA with the Payroll Office.
- 3.4. The Association shall hold the College harmless with regard to any action arising out of its compliance with this section.

4. Association Participation in Shared Governance

The President of the Association shall be invited to appoint representatives to College-wide or USNH-wide committees or councils, if such groups are open to any bargaining unit at KSC.

5. Release Time

- 5.1. The Association President shall be released from employment duties during normal business hours, with no loss of pay or benefits, for up to six (6) hours per month to conduct Association business.
- 5.2. The Grievance Officer of the Association shall be released from employment duties during normal business hours, with no loss of pay or benefits, for the purpose of attending meetings at which their presence is required by the Grievance Process set forth in [Article V. Employment, Section G. Grievance and Arbitration](#).
- 5.3. Up to two (2) Association Officers, other than the President and Grievance Officer, shall be released from employment duties during normal business hours, with no loss of pay or benefits, for up to four (4) hours per month to conduct Association business.
- 5.4. The Chief Negotiations Officer as well as a reasonable number of members of the Negotiations Team shall be released from employment duties during normal business hours, with no loss of pay or benefits, for the time spent at the negotiating table. In addition, the Association will be granted up to two (2) hours per week for up to three (3) people to engage in preparatory meetings for negotiation sessions.
- 5.5. Up to three (3) times per year, Association members shall be released from their duties with pay to attend general membership meetings. Such meetings shall be limited to one (1) in the fall, one (1) in the spring, and one (1) in the summer, and shall be limited to ninety (90) minutes each. The College may call for additional general membership meetings to be scheduled in the event material institutional or system-wide changes to policies or benefits are proposed, so that unit members may be informed about the proposed changes and provide feedback to the Association.
- 5.6. Requests for release time must be initiated by the KSCSA President or designee, and must be approved by the supervisor of the employee taking the release time as to the amount and timing of the release time. The supervisor is expected to take into account the operational needs of the

College, but to not unreasonably deny the request. The release time request must be given in writing to the immediate supervisor at least forty-eight (48) hours in advance, except in an emergency.

5.7. In addition to the release time set forth above, up to two (2) Association representatives shall be released to attend each of the following full-day events:

- NEA New Hampshire Delegate Assembly;
- NEA New Hampshire Fall Conference; and
- NEA New Hampshire Spring Conference

G. No Strike or Lock Out

1. The Association, on behalf of its officers, agents and members, agrees that so long as this agreement or any written extension hereof is in effect there shall be no strikes, walk-outs, stoppages of work, sit-downs, boycotts, or any other direct or indirect interference with the College's operations in compliance with New Hampshire [RSA 273-A:13](#).
2. Any employee who violates the provisions of this Article may be subject to discipline.
3. The Association agrees to indemnify the College for all expenses and damages that occur as a result of prohibited activity under this Article when such action is publicly condoned by the Association. In the event of a prohibited strike under this Article, the Association agrees to use reasonable efforts to inform members of the unit of the illegality of such activity and of the Association's contractual obligation to oppose such activity.
4. The College agrees that it shall not invoke any lockouts for the life of this Agreement or any written extension thereof.

Article II. Compensation and Benefits

A. Compensation

1. General Provisions

Unless otherwise specified by this Agreement, the members of the bargaining unit are subject to USNH compensation policies set forth in USY.V.F.

2. Compensation Rates

2.1 For this one-year contract ending 06/30/2021 there are no proposed changes to compensation.

3. The above does not prohibit the College from granting equity adjustments to bargaining unit members as appropriate

B. Benefits

1. Members of the bargaining unit are eligible for benefits approved and outlined in USNH policy for each Plan Year (calendar year), in accordance with federal law and unless otherwise qualified by this Agreement. These benefits include social security, worker's compensation, unemployment insurance, Employee Assistance Program, medical, dental, retirement, and the voluntary programs in [Article II. Compensation and Benefits, Section B.4. Other Voluntary Programs](#) below. [See also USY.A.3.](#)

2. Medical Benefits

2.1. Bargaining unit members will be provided medical plan options in accordance with University System policy except as noted below.

2.2. Effective for Plan Year 2021 (as of 1/1/21), bargaining unit members will be provided with three medical plan options: Open Access Plan (OAP)300/600, OAP1000/2000, and OAP Health Savings Account (HSA). Summary plan descriptions are provided by USNH Human Resources at www.usnh.edu/hr/ in the benefits section.

2.2.1. The employee share of the premiums will be as follows:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	14%	18%	18%	22%
OAP 1000/2000	11%	15%	15%	19%
OAP HSA	5% \$750/\$1,000*	9% \$1500/\$2,000*	9% \$1500/\$2,000*	13% \$1500/\$2,000*

*Employer contribution to HSA. The plan year 2021 Health Savings Account Employer Contribution will increase from \$750/\$1,500 by \$250/\$500 to a new amount of \$1,000/\$2,000 (Employee Only/All other Coverage Levels).

- 2.3. All medical plan options offered by USNH are subject to vendor-initiated, non-discretionary changes in coverage, cost, and naming conventions. Where a vendor offers USNH a choice between a change of some sort and status quo, that choice shall be subject to negotiation between the Association and USNH. If no agreement is reached by the deadline imposed by the vendor, no change shall be implemented. Where a vendor offers USNH a choice between one change or another, and makes the status quo no longer available, those choices shall be subject to negotiation between the Association and USNH. If no agreement is reached by the deadline imposed by the vendor, USNH will choose the option it deems closest to the status quo.
- 2.4. USNH will make every effort to encourage its vendor(s) to provide updated pharmaceutical formulary information on its website prior to the start of Open Enrollment.

3. Dental Benefits

Bargaining unit members will be provided with two Dental Plan options:

Option A: Basic

Option B: High

The employer contribution will be equivalent in all plans. Summary plan descriptions will be provided by USNH Human Resources at www.usnh.edu/hr/benefits.htm.

4. Other Voluntary Programs

The USNH Human Resources Office provides insurance benefits in addition to the flexible benefit plan. These will have no employer contribution. These optional insurance plans provide eligible bargaining unit members with the opportunity to select coverage and plan features for such programs as additional life insurance, additional accidental death and dismemberment insurance, long-term care insurance and vision coverage. These programs are normally paid through employee payroll deductions.

5. Retirement Savings Plan

For all members of the bargaining unit hired and enrolled in the USNH 403(b) Retirement Plan, the University System of New Hampshire shall provide retirement options as described in USNH benefit policy, summarized below:

- 5.1. Contribution levels for those enrolled in retirement plans on or after July 1, 2011:¹

Initial Contribution Level. The initial contribution level in the USNH Retirement Plan provides for the University System to contribute 6% and the participant to contribute 6%. After one full year of participation at the Initial Contribution Level, the University System contribution will increase to the Standard Contribution Level of 10%.

Standard Contribution Level. The standard contribution level provides for the University System to contribute 10% and the participant to contribute 6%.

¹ In 1994, benefits-eligible staff members hired prior to 6/30/94 had the opportunity to choose an additional 1% retirement contribution (ARC) made by USNH or the Medicare Complimentary Plan (MCP). Those who chose ARC and those hired and enrolled between 1994 and June 30, 2011 receive an additional 1% USNH contribution to their retirement plans, except at the Initial Contribution Level. [USY A.4.6](#)

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

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

- 5.2. A bargaining unit member may make contributions to the regular retirement program and/or to a Supplemental Retirement Account (SRA) for any USNH authorized program.
- 5.3. Bargaining unit members will be eligible to participate in the USNH Deferred Compensation Plan 457(b) that allows individuals to contribute additional funds beyond the yearly 403(b) maximum. Contribution amounts may be as little as 0.1% of compensation and may be adjusted in increments of 0.1%.
- 5.4. Contribution based on Salary over the IRS Permitted Level. USNH does not contribute to the defined contribution plan on salary in excess of the IRS prescribed limit. The limit is indexed for inflation per IRS Section 401(a)(17)B for the purpose of calculating contributions to the USNH's defined contribution retirement plan. The difference between the amount contributed based on the salary maximum and the amount the employee is eligible for based on their salary will be contributed into a personal annuity.
- 5.5. Vesting of contributions. Bargaining unit members are fully and immediately vested in the accrued benefits arising from their contributions. For purposes of vesting of employer contributions, years of service begins when a bargaining unit member starts contributing to the retirement plan at a level between 2.5% and 6% which is matched by a USNH contribution. After three (3) years or more of service as defined in the University System of New Hampshire 403(b) Summary Plan Provisions, the bargaining unit member is 100% vested in the employer contributions.

6. Retirement Transition

- 6.1. A bargaining unit member wishing to transition to retirement status may apply to do so under following conditions:
 - attains age 59 1/2 or older
 - be a participant in the USNH approved retirement plan for at least 10 years
 - not be participating in a USNH early retirement program
 - not be on long-term disability or worker's compensation
- 6.2. The reduced appointment may normally be between 80% and 50%, but not less than 50%, and may be selected for a period of up to three years. The bargaining unit member's salary base will be pro-rated based on the percent time of employment.
- 6.3. Participating staff will be eligible to continue their existing USNH group medical and dental coverage at the same cost sharing arrangement as a full-time bargaining unit member until full retirement. However, life insurance, long-term disability insurance, and retirement contributions will be based on the pro-rated salary. Tuition benefits and paid leave time are based on the reduced appointment percentage.

- 6.4. The supervisor shall make the bargaining unit member's workload assignments based on the reduced time appointment. The bargaining unit member will not be permitted to work for the USNH in a status position more than three (3) years after the effective date of reduced time status associated with the transition to retirement. During this period of service, the individual agrees that they cannot increase the percent time worked. After completion of the transition period, the individual agrees to fully retire. The bargaining unit member may collect their retirement income (TIAA/CREF, Fidelity) while continuing to be employed in the reduced time status position.

C. Certificate and Degree Attainment

1. Employees are encouraged to continue their education by pursuing certificates and advanced degrees.
2. Employees intending to pursue certificates or advanced degrees in a field related to their current position, must notify their supervisor in writing at least thirty (30) calendar days prior to starting the degree program unless mutually agreed otherwise. The supervisor and the CHRO will review the course description prior to the beginning of the course to determine if the degree program is directly related to the employee's current position to warrant a compensation adjustment once the degree is completed per below.
3. Supervisory approval is required for any absence from work during normal work hours to pursue coursework, whether directly related to the job or not. The employee is required to charge earned time or vacation time for the approved time away from work.
4. Employees who complete an advanced degree (e.g. Associates, Bachelors, Masters, Doctorate) in a field determined per above to be related to their current position will receive, upon submission of a certified copy of a transcript showing degree completion to Human Resources, a 2% increase to their base salary processed within the two (2) pay periods of the date received in Human Resources. The increase would be effective the date the certified transcript is received in Human Resources.
5. Employees who complete a professional certification required for their current position will receive, upon submission of a copy of the official professional certification, a 1% increase to their base salary processed within the two (2) pay periods of the date received in Human Resources. The increase would be effective the date the certified transcript is received in Human Resources.
6. Employees will have access to all online learning platforms offered to the staff of USNH, such as LinkedIn Learning.

D. Staff Teaching

1. Employees with Teaching in Position Descriptions
 - 1.1. In situations where employees with teaching in their Position Description teach a course outside the Position Description, they will be given an adjunct teaching contract and will be compensated at the rates below.

- 1.2. Employees with teaching in their Position Description who teach courses within an academic program or department shall be evaluated on the teaching aspect of their job in the same manner as adjunct faculty.
2. Employees who Teach at KSC as Adjuncts
 - 2.1. Employees who teach as adjuncts require permission from their supervisor to teach during normal work hours, and are expected either to use earned time/vacation time or extend work hours with supervisory agreement to cover the period of absence.
 - 2.2. Employees who teach as adjuncts shall be compensated for teaching as follows:
 - 1 to 6 semesters of teaching: \$885 per credit, \$940 per credit if terminal degree
 - 7 to 12 semesters of teaching: \$990 per credit, \$1,050 per credit if terminal degree
 - 13+ semesters of teaching: \$1,135 per credit, \$1,175 per credit if terminal degree
 - 2.3. Employees who teach as adjuncts shall be evaluated in the same manner as adjunct faculty.
3. Notwithstanding the forgoing, employees in externally funded positions are subject to the regulations of those externally sponsored programs.

E. Work Outside of Contract Dates

1. Employees are not required to perform duties on behalf of the College outside of normal contract dates within their appointment (e.g. 9-month, 10-month, or 11-month appointment). What follows provides guidance for situations where work outside a 9-month, 10-month, or 11-month appointment is mutually agreed upon by the College and the employee.
2. Prior approval of the supervisor is required for duties performed for the College outside of the normal contract dates within their appointment.
3. Employees who are requested and who agree to attend meetings or perform other responsibilities that would normally fall *within* the scope of their Position Description while outside of the normal contract dates within their appointment shall be compensated in a non-status appointment at an hourly wage consistent with their regular hourly rate.
4. Employees who are requested and who agree to perform responsibilities *outside* the scope of their Position Description while outside of the normal contract dates within their appointment shall be compensated in a non-status appointment at a rate of pay determined by the supervisor, in consultation with the Office for Human Resources, of the work to be performed. This rate of pay must be communicated to the employee in writing prior to the commencement of the work.
5. While working outside of their appointment period, employees will not be requested to work more than 40 hours in a given work week.

F. Professional Development Funds

1. The College recognizes the importance of providing professional development opportunities to bargaining unit members appropriate to their roles. The College is committed to providing these opportunities within the limits of available resources, and according to priorities set in the annual budget process.
2. Each year, during the budget process individual departments will be encouraged to earmark an appropriate level of funding for professional development.

G. Tuition

The benefit set forth in this Article shall cover enrollment in any regular credit course offered by a USNH institution with a USNH course identifier, where tuition is paid to a USNH entity. See full policy at [USY.V.4.7](#).

1. Employee Benefit
 - 1.1. Eligibility for this benefit begins following the successful completion of the Employee Introductory Period in a status position see [Article V. Employment, Section D. Employee Introductory Period](#).
 - 1.2. The College shall pay full tuition and all mandatory fees for employees enrolled in credit courses, up to five (5) courses per fiscal year. The College shall pay 50% tuition and mandatory fees for employees enrolled in non-credit courses.
 - 1.3. Approval by the employee's supervisor is required for an employee to enroll in a course that is scheduled to meet during the employee's normal work hours.
2. Spouse/Dependent Benefit
 - 2.1. Eligibility for this benefit begins following the successful completion of one year of employment in a status position on or before the first day of classes in the semester for which application is made for tuition benefit for the employee's spouse/dependent.
 - 2.2. The College shall pay 50% of the cost of tuition for an employee's spouse or dependent child enrolled in credit courses. This benefit also applies to official student exchange programs in which the student remains fully registered to their home institution.

H. Parking

1. Bargaining unit members, with valid permits, shall be permitted to park in Faculty/Staff lots on a space-available basis on campus and shall not be charged any fee for parking.
2. Bargaining unit members, with valid permits, shall be permitted to park in commuter lots on a space-available basis if Faculty/Staff lots are full.
3. Bargaining unit members, with valid permits for designated or reserved parking spaces, will be allowed to retain those spaces.

I. Child Development Center

When filling open slots, the Child Development Center will give priority to faculty, staff, and students of Keene State College

J. Additional Pay for Administrative or Adjunct Appointments

1. Employees wishing to work additional administrative or adjunct appointments must submit the Request for Additional Pay for Administrative Stipend or Adjunct Appointment Duties form found at the Human Resources web page. Such requests shall not be unreasonably denied.
2. Notwithstanding the above, and in recognition of the special requirements placed on the College for managing personnel effort tied to sponsored programs, all employees are subject to USNH and institutional policies on Proposing, Managing, and Certifying Effort for Employees Engaged in Externally Sponsored Programs.

Article III. Working Conditions**A. Health and Safety**

1. Members of the bargaining unit shall not be required to work in unsafe or hazardous conditions that may endanger their health, safety, or physical well-being.
2. The College shall comply with state and federal statutes, and any rules or regulations promulgated thereunder, that govern health and safety conditions in the workplace.
3. The College agrees to provide a clean workplace environment.
4. The College shall provide each member of the bargaining unit with instructions for reporting unsafe or hazardous conditions and workplace injuries, and with the names and contact information for the Environmental Health and Safety Committee.
5. An employee who believes that his or her workplace is uncomfortably hot or cold may request that his or her supervisor investigate the matter with the Environmental Safety Manager. If the supervisor, in conjunction with the Environmental Safety Manager, determines that the workplace is too hot or cold for an employee appropriately to work there and the condition cannot be corrected within a reasonable period of time, then the supervisor shall endeavor to identify a different location at which the employee can feasibly work until the condition is corrected. If the supervisor determines that no alternative work location can be arranged, the employee shall either be permitted to work from home or released from work without loss of pay or benefits until the condition is corrected or a suitable work location is made available.

B. Facilities, Equipment and Services

1. The College will provide dedicated work space for each staff member, including furniture, equipment, and technology (e.g. office software, hardware, email account, internet access) appropriate to their role, as determined by the College. The dedicated work space will provide privacy appropriate to the employee's role and responsibilities. By "dedicated work space", the parties mean space to which the employee is entitled to return from work day to work day and that incorporates locked or otherwise secure space (drawer, desk, cabinet, or the equivalent) for personal effects and confidential work product.
2. Employees shall have reasonable access to duplicating services and general supplies appropriate to their role.
3. Each staff member shall have reasonable access to telephone services (including the use of the NH in-state, out-of-state, and international long-distance service) for College business.

C. Work Week and Work Schedules

1. Except as otherwise provided in this Agreement, the regular hours of work for full time salaried employees shall be forty (40) hours. [See USY.V.F.5.](#)

2. Appointment Letters and Changes to Work Schedule

- 2.1 Each employee's initial appointment letter will state the following: The employee's fiscal year work period (start date and end date), Full Time Equivalency (FTE), and salary or wage, along with a link to this Agreement.
- 2.2 Employees without a full fiscal-year appointment (less than 12 months) will be notified through email, before the start of each new fiscal year (July 1), of any changes to the employee's fiscal year work period (start and end date).
- 2.3 In addition, employees shall be notified in writing of any permanent or major change in their regular workhours or FTE, normally thirty (30) business days in advance of the contemplated change. Employees shall be permitted to discuss these proposed schedule changes (excluding fiscal year work period or percent time) with their supervisors, in order to offer alternatives or other suggestions to suit both the employee's and the College's scheduling needs. The final determination will rest with the supervisor. At the employee's request, the supervisor shall provide the reason(s) for any proposed schedule change in writing.
3. Employees may request flexible work schedules, which shall not be unreasonably denied, so long as the supervisor determines that the business needs of the department can still be met.
4. All staff members are entitled to take a daily meal period at a time consistent with operational needs, which is considered as time not worked. Meal periods normally last for one hour, but may be scheduled for a shorter period by the supervisor who usually determines a consistent meal period schedule and the time allotted. [See USY.V.F.5.1.5.](#)
5. Stand-by Pay is paid to bargaining unit members who are specifically required in writing by their supervisors to restrict their travel and consumption of alcoholic beverages during non-working hours. The purpose of such restrictions is for the institution to be able to provide an immediate and safe response to any emergency situations. Such payment is limited to operations that are designated as essential services by the institution. Stand-by Pay effective 9/5/2020, is paid at a rate of \$2.25 per hour . [See USY.V.F.7.3.2.](#)

Stand-By Pay Effective 09/05/2020		
Per Hour Rate	Total Earnings (w/o Cap)	Additional Earnings
\$2.25	\$33.75	\$3.75
\$2.25	\$54.00	\$24.00
\$2.25	\$108.00	\$48.00

D. Employee Expenses

1. The College shall reimburse employees for approved expenses incurred in connection with the employees work within thirty (30) calendar days after submission by the employee. In order to qualify for reimbursement, employees are required to submit the necessary documents within thirty (30) calendar days of incurring the expense or of the end of a trip, except during the last quarter or the fiscal year when the submission deadline is fourteen (14) calendar days. These time limits do not apply to externally sponsored programs or gift funds.
2. Any employee who is required to be on-call status for a sustained period shall be provided a cell phone or shall receive a stipend of \$50 per month to cover their expenses for using a personal cell phone for College business.

E. Curtailed Operations

1. Curtailed operations may include early dismissal, delayed opening, curtailed working hours or canceled work hours for non-essential personnel. Employees are subject to USNH curtailed operations policy [USY.F.5.3.](#)
2. Employees who are designated as “essential personnel” will be so notified at their time of hire or as soon as practicable if this designation is determined after the employee is hired.
3. By September 1st of each year, the College will submit a list to the Association of employees or positions that are designated as “essential personnel.”
4. When operations are officially curtailed or canceled, employees who were planning or scheduled to work will receive their regular pay for time missed due to the curtailment or cancellation. Scheduled work time missed due to curtailed operations shall not be deducted from an employee’s personal/vacation or compensatory time.
5. Employees who were planning or scheduled to work, and requested the day off due to imminent weather conditions less than 12 hours before the College declared curtailment shall be eligible for their regular pay for the curtailed time.
6. An employee who decides, due to weather conditions, that they need to be away from work when operations are not curtailed or cancelled, will be required to use accrued personal/vacation time.

Article IV. Holidays, Paid Time Off, and Leaves

A. Paid Holidays

1. Employees shall be paid at their regular daily rate for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Juneteenth (June 19)
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

2. The President will designate two additional paid holidays each year. The third paid holiday at the discretion of the President shall be a "floating holiday".
3. Subject to normal supervisory approvals and planning for the use of paid absence, the "floating holiday" may be used at the discretion of the employee for any reason including but not limited to observance of a religious holiday, in accordance with College "[Guidelines for the Respect of Religious Diversity at KSC.](#)"
4. Employees are permitted to be absent from work to observe religious holidays. In these cases, employees are required to notify their supervisor at the beginning of the semester in which the religious holiday falls and make mutually agreeable arrangements to cover their responsibilities for the day. Employees may use personal time to cover this time off.
5. When a holiday occurs on an employee's regularly scheduled workday, the employee shall receive their regular daily rate of pay for the day. When a holiday occurs on a day that is during the employee's fiscal year work period but is not the employee's regularly scheduled workday, the employee shall receive an additional accrued compensatory day off with pay.

B. Paid Time Off

1. All salaried employees are eligible for Paid Time Off, including Personal Time, Sick Time, Family Care and Parental Leave.
2. Paid Time Off is taken at a time mutually agreeable to the staff member and the supervisor.
3. **Accrual.** Unless otherwise stated, Paid Time Off benefits are earned from the first day of employment and may be used after they are earned. For the purpose of the following benefits, a regular day is considered 8 hours; a bi-weekly work period is 80 hours. Actual accruals, deductions and salary continuation will be based on work schedules and years of service. Paid Time Off benefits will not accrue when an employee is not actively working (except for absences covered by Personal Time or Sick Time).

4. It is the responsibility of each department to maintain accurate records that verify the use of Paid Time Off and Paid Time Off balances. Campus Human Resources staff will assist with the recordkeeping of extended absences, in conjunction with Supervisors and third-party administrators (e.g., for Disability, FMLA, Parental Leave, etc.).
5. Paid Time Off may not be used to pay for hours that are more than the regular bi-weekly work period. Unless otherwise allowed under policy, an employee must use all of their available paid time off balances before transitioning to unpaid absences.
- 5.1 Freezing of accrued leave: Upon conversion to the U-Time benefits listed below on January 1, 2021, members will retain all accrued vacation/personal leave (which will convert to Personal Time) and sick leave (which will convert to Sick Time).
6. **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 USNH policies or provisions of this Agreement.
- 6.1 Personal Time is taken at a time mutually agreeable to the employee and the employee's supervisor, unless otherwise mandated by policy or this Agreement. Accrued Compensatory Time will be used before accessing Personal Time or going unpaid.
- 6.2 The accrual rate is no more than 18 days per year for the first five years of status employment, and 24 days per year thereafter for a 1.0 FTE assignment (40 hours per week). If an employee is on a flex year schedule or is less than a 1.0 FTE (40 hours per week), the employee will accrue time on a pro-rated basis.

Accrual Conversion Chart - Personal Time (Based on an 80 Hour Pay Period)

Service	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

- 6.3 The maximum balance at the end of each month accrual is 45 days, but the days accumulated over 30 days have no cash value. The maximum number of days for payout at termination, including retirement, will be 30 days.
7. **Sick Time.** Sick Time is designed to provide salary continuation for absences due to personal medical needs including illness, accident or medical appointments, or for designated Family Care. Medical documentation may be required at any time 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. If an employee doesn't have a Sick Time balance available, they will use available Compensatory Time or Personal Time to cover the absence, before going unpaid.

7.1 Accrual. The accrual rate is no more than 15 days per year (1.25 days per month) if an employee is on a 1.0 FTE assignment and is pro-rated for less than 1.0 FTE. Employees can have up to 60 days of accrued sick time. There is no cash payout for unused Sick Time upon termination.

Accrual Conversion Chart - Sick Time (Based on an 80 Hour Pay Period)

Bi-Weekly	Monthly	Annual	Hourly	Bi-Weekly	Monthly	Annual
0.577	1.25	15	0.058	4.62	10	120

7.2 Family Care. An employee 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 for an illness, accident or medical appointments. Family Care may also include time 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 employee's household.

8. **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. If an employee is also covered by the Family and Medical Leave Act (FMLA), Parental Leave will run at the same time as the FMLA leave.

8.1 Parental Leave will 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). Parental Leave may also be used by an additional, eligible, USNH employee. 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 concurrent with another leave type. Other types of leave can be used to provide salary continuation past the four-week Parental Leave.

8.2 If an employee is eligible for Parental Leave, a waiting period or elimination period is not required before accessing the Parental Leave benefit.

9. **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. Short-Term Disability benefit as stated herein shall be provided at no cost to employees.

9.1 Waiting Period. An employee must be employed for a minimum of two months (60 calendar days) to be eligible for STD benefits.

9.2 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).

9.3 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 or Personal Time.)

10. Bereavement Leave. An employee is entitled to five days of Bereavement Leave if an immediate family member dies, and one day of Bereavement Leave if other relatives (noted below) die.

- 10.1 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 employee's household.
- 10.2 Other relatives include the employee'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.
- 10.3 Additional Time Off. If additional time off is necessary due to the death of a family member, arrangements may be made to permit the employee to use Personal Time or take time off without pay.
- 10.4 Documentation. An employee's immediate supervisor or Human Resources may request supporting documentation to confirm Bereavement Leave.

11. Community Service. USNH encourages employees to become involved in our community—to provide voluntary support of programs that positively impact the quality of life within our employees' community. The following guidelines apply to community service through a non-profit community program of a personal interest, or as part of a campus-sponsored activity.

- 11.1 An employee may take up to one day per fiscal year (up to 8 hours) of paid time to participate in a volunteer program. Supervisors must approve Community Service program participation at least 15 days before the program begins, to allow for the coordination of work-related responsibilities. Volunteer time should not conflict with peak work schedules, result in cancellation of classes, create a need for overtime, cause conflicts with other employee's schedules or otherwise run counter to Conflict of Interest ([USY V.D.7](#)) or Political Activity Regulations ([USY V.D.8](#)). If a conflict arises, or the requested activity does not fall within established guidelines, the request may be denied.
- 11.2 Eligible activities include, but are not limited to, the following:
- Volunteering with a non-profit, charitable organization, such as United Way, Habitat for Humanity, humane shelters, family assistance services, etc.
 - Assistance with grade school activities, such as reading or writing assistance, or chaperoning field trips
 - Staffing or donating to a blood drive, such as those sponsored by the Red Cross.
 - Providing support to a campus-specific community service event (such as those shown under www.unh.edu/serve).

C. Other Leaves

Members of the bargaining unit are eligible for and subject to USNH policies that are in effect as of the ratification date of this CBA regarding leaves of absence for reasons specified in such policies. See [Article](#)

[I. Contract, Section E. Managerial Policy and Management Rights](#) regarding processes for dealing with subsequent policy changes. The relevant policy references are as follows:

1. **Military Leave:** Employees on temporary military active duty will be provided leave and benefits in accordance with [USY.V.C.17](#).
2. **Jury Duty and Witness Leave:** An employee will be granted Jury Duty Leave with pay for the purpose of serving on a jury or as a subpoenaed witness. An employee subpoenaed for Jury or as a witness must notify their supervisor as soon as possible to allow the department to make arrangements to accommodate the absence. An employee suffers no loss of Personal Time or other benefits during the period of a leave of absence for Jury Duty. The College will pay the difference between the individual's regular budgeted salary and Jury Duty pay or subpoenaed witness fee (not including reimbursement for expenses) during the period of service. As an alternative, the individual serving may receive full pay for the period of service by remitting to the institution the compensation received from the court (not including reimbursement for expenses). See [USY.V.C.20](#) for the leave process.
3. **Leaves Without Pay:** An employee may apply for a full or partial leave of absence without pay from their position for personal reasons. If a department cannot accommodate a personal leave without pay, the employee may request a leave from the institution. Generally personal leaves are not granted for more than one year and only to those employees who have completed at least one year of service in a status position. See [USY.V.C.16](#) for this benefit.
4. **Family Medical Leave, including Compassionate Donation Program:** University System policy outlines the eligibility criteria for requesting FMLA leave and the obligations of the College and the employee in order to comply with FMLA regulations. FMLA leave of absence is an approved unpaid absence available to eligible employees for up to 12 weeks per year, some of these 12 weeks may be paid in accordance with the paid leave policies under this Article. A year is defined as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Leave may be taken: Upon the birth of an employee's child; upon the placement of a child with the employee for adoption or foster care; when an employee is needed to care for a child, spouse, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of their position because of a serious health condition. For military-related FMLA leave, see [USY.V.C.19.7](#).
 - 4.1 Compassionate Donation Program provides a means for status employees who earn Personal Time to voluntarily and anonymously donate accrued Personal Time to another employee (a) whose absence is due to their own serious health condition or that of an immediate family member, or to care for a newborn or a new adopted/foster child, or for Military-Related leave, that qualifies under the FMLA; (b) who is anticipated to be absent from work for this reason for a minimum of thirty consecutive calendar days; and (c) who has exhausted, or will exhaust, their applicable paid leave time. See [USY.V.C.19.6](#).

Article V. Employment

A. Non-Discrimination

1. The College and the Association agree not to discriminate against any member of the collective bargaining unit because of race, color, sex, religion, age, marital status, national origin, disability, sexual orientation, gender identity or expression, political affiliation or lawful political activity, veteran status, or membership or non-membership in, or lawful activities on behalf of, the Association.
2. The College and the Association agree to comply with the [Age Discrimination in Employment Act of 1967](#), as amended; applicable sections of the [Rehabilitation Act of 1973](#) and the [Americans with Disabilities Act of 1992](#); and the [Uniformed Services Employment and Reemployment Rights Act of 1994](#), as amended.
3. The College and the Association recognize and agree that no bargaining unit member should be subjected to sexual harassment. The College and the Association further take the position that sexual harassment is an illegal practice, which should not be condoned. The Association and the College agree that sexual harassment is a serious matter which, if substantiated, may lead to discipline up to and including termination consistent with the terms of this Agreement.
4. The College shall not establish a State residency requirement for bargaining unit members. The College may require Professional Live-In Staff to reside on-campus and may from time to time identify positions whose incumbents are required under the terms of an applicable position description to respond to campus within a specified period of time.
5. If at any time the effects of employment practices, regardless of their intent, are found to discriminate against any group of people on any of the bases listed in section 1 of this Article, Human Resources, with any assistance from the Association Human Resources deems appropriate, shall complete a review and revision of all relevant policies and processes to ensure compliance with this Article. In addition, Human Resources will review the relevant positions in the bargaining unit, given the facts of the case, in order to ensure compliance and shall cooperate with the Association to remediate as necessary.
6. The College and/or USNH will conduct PDQ and equity reviews on a regular basis (at least every five years), and any adverse findings affecting any member(s) of the bargaining unit will be shared with the Association along with a proposal for corrective action.

B. Personnel Files

1. The College shall maintain one official personnel file for each bargaining unit member. This file shall contain all pertinent material that will be used to support personnel actions. Documents that make up the file will be stored in the KSC Office for Human Resources.
2. A bargaining unit member shall have full access to all materials relating to him/her in any part of their personnel file. Requests to see their file shall be made in writing to KSC Human Resources, and appointments to review their file shall be scheduled within two (2) business days. If an employee requests a copy of their personnel file, a copy shall be promptly furnished, normally within five (5) business days.

3. Confidential letters of recommendation solicited prior to employment at KSC or as part of an internal recruitment/promotion process will not be placed in the personnel file.
4. If, upon inspection of any part of their personnel file, an employee disagrees with any of the information contained in such file, the employee can request that the information be modified or removed from their file by putting said request in writing to KSC Human Resources. Normally a response will be provided within five (5) business days. If KSC Human Resources cannot agree upon removal or correction of such information, then the employee may submit a written statement rebutting or explaining any document contained therein together with evidence supporting such version. Such statement shall be attached to the item, be maintained as part of the employee's personnel file, and shall be included in any transmittal of the file to a third party.
5. If the parties agree that any content in the official file is materially inaccurate or untrue, then the material shall be corrected or removed, and all copies containing the inaccuracy or untruth shall be destroyed
6. Personnel files shall not contain any anonymous correspondence. Unsolicited letters, comments or complaints about bargaining unit member behavior or performance shall not be included in the member's personnel file unless they have been investigated and substantiated. Once a complaint about a member has been received, discovery of the merits of the complaint, education of the member, and protection of the complainant from retaliation are the highest priorities. The member shall be informed within thirty (30) business days of such a complaint. Complaints shall be discussed between the immediate supervisor and the member. In the case of fear of retaliation, protection of the complainant may require Human Resource Office discretion and anonymity; however, complaints which remain anonymous shall not be included in the member's personnel file. If the complaint is found to have substantive merit, then a written complaint may be placed in the personnel file in accordance with the provisions of this Article.
7. Third parties are not entitled to inspect files. Information available to third parties is limited to name, position, salary and length of time of University System employment (A third party is defined as a person or group other than the staff member, their designee, or an appropriate official of the University System or College). Officials of federal or state agencies may have access to personnel files only with a court order or by approval of the System legal counsel in accordance with federal or state regulations. If such access is authorized, each individual so affected will be informed.
8. Whenever an individual other than the member inspects the personnel file of a bargaining unit member, except those who do so in the regular course of their assigned job responsibilities, the date and name of the individual(s) shall be noted in the file.
9. The personnel file shall include only pertinent materials and the file is subject to the above conditions. The personnel file is maintained by the campus Human Resources Office.
10. Personnel files shall be maintained in the confidential custody of the College. All reasonable measures shall be employed by the College to prevent unauthorized access.

11. Access to a bargaining unit member's official personnel file is limited to the member, his or her authorized representative, and appropriate College and University System authorized representatives, unless otherwise provided by law.
12. Medical records, including mental health records, shall not be part of the employee's regular personnel file. Review of medical records, including mental health records, shall be limited to the necessary benefit administration personnel. Any other access shall be only with prior approval of the employee and/or in accordance with this Article.
13. No part of this policy shall be in violation of [RSA 91-A](#), New Hampshire's "Right to Know" Law or [RSA 275:56](#). Should new statutes or regulations become effective with regard to personnel files and records, the University System will react appropriately to comply with those statutes and will notify all personnel accordingly. If any new statute or regulation becomes effective which is contrary to any provision of this Article, the College and the Association shall reopen negotiations to address appropriate changes to the provisions of this Article.

C. Position Classification

1. The requirements of each position will be documented by a Position Description developed by reference to the Position Description Questionnaire (PDQ), and classified into a salary grade consistent with the Position Description and classifications for corresponding job duties found throughout the USNH System and according to USNH policy and processed by the KSC Office of Human Resources.
2. It is the responsibility of the supervisor and CHRO to ensure that the Position Description and classification remain aligned with the actual ongoing job duties and that they align with the Position Descriptions and classifications for similar job duties within the USNH system. The parties acknowledge that duties may be altered, removed, or increased temporarily (not to exceed twelve (12) weeks) and that such changes will not warrant a re-classification or compensation change.
3. An employee who is temporarily assigned duties and responsibilities that clearly exceed the established duties and responsibilities of the classification of her/his status position, during a period of time anywhere between thirteen (13) weeks to twenty-four (24) weeks, shall be awarded additional compensation in the form of a stipend paid during the period of the temporary assignment beginning in the thirteenth week.
4. If duties are altered, removed, or increased in a material and sustained manner in excess of twenty-four (24) weeks the employee and/or the supervisor will initiate PDQ/grade/classification and compensation review in cooperation with the Office of Human Resources and USNH. This review will be completed within four (4) weeks of the employee and/or supervisor's initial request. This review will result in the appropriate classification, grade, and compensation change to reflect the additional duties.

D. Employee Introductory Period

1. New employees serve an initial introductory period of six (6) months. The intent is to provide the time needed to do a concentrated evaluation of the new employee's performance and to determine if the individual is able to meet the job requirements.

2. The supervisor will conduct a performance review after the first three (3) months and again after the first five and one-half (5½) months to determine suitability for continued employment. If more time is needed to assess the suitability of the employee to the job, the supervisor may request that the Office of Human Resources extend the initial introductory period. Such extensions may be granted for a period no longer than an additional three (3) months. By the end of the extension, another performance evaluation must be conducted.
3. When an employee finishes the initial introductory period, their length of service shall be counted from the date of hire.
4. At any time during the initial introductory period, an employee may be terminated, and the employee will not have use of the grievance process to appeal the termination.
5. Employees who are promoted, demoted, transferred or reclassified into a different position, will serve a subsequent six (6) month introductory period. They will enjoy all rights and privileges accorded the non-introductory employee, including access to the grievance process to appeal a termination.
6. Employees whose positions are reclassified but whose duties remain the same will not be subject to an introductory period.
7. Employees who leave College employment shall be subject to an introductory period upon being rehired at the discretion of the CHRO, except for employees with a break in service for less than ninety (90) days who are hired back into an equivalent job. These employees shall not be subject to an introductory period.

E. Evaluations

1. Performance evaluation is a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop their competence to the fullest. Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job as detailed in the employee's Position Description. The process involves observation, guidance, training, and open communication between the employee and the supervisor. It is the responsibility of both parties to engage in ongoing communication about an individual's performance.
2. Performance evaluation is designed to serve the needs of both the employee and the College. An organized program for employee performance evaluation will:
 - 2.1. Serve as an important motivational process to improve the quality of job performance and employee engagement;
 - 2.2. Provide constructive communication between employee and supervisor resulting in an enhanced understanding of expectations;
 - 2.3. Be objective, accurate, and fair; and
 - 2.4. Monitor the performance of introductory employees in compliance with [Article V. Personnel, Section D. Employee Introductory Period](#).

3. Performance evaluations of an employee shall be completed annually by the supervisor as defined by the College administration. All performance evaluations shall be recorded in writing/on-line using a uniform process established by the College. The evaluation shall take into account the following criteria related to the employee's Position Description:
 - 3.1. Quality of work, conduct, accomplishments, and strengths;
 - 3.2. Demonstrated proficiency of the essential skills of the job as defined by the College;
 - 3.3. Working relationships with others, including the employee's supervisor, students, campus colleagues, and the public; and
 - 3.4. Accomplishments of goals and priorities as stated on the employee's previous evaluation (if applicable).
4. It is expected that the supervisor and employee will discuss opportunities for employee performance improvement and professional growth. Employees may provide feedback to their supervisors during the review process, which shall be included in the written evaluation and given due consideration by the evaluator. Employees may also provide additional relevant documents to their performance evaluations.
5. To the extent practicable, an employee who may be nearing a "Does Not Meet Expectations" (or equivalent) rating shall discuss with their supervisor the specific areas that should be improved and what they must do to attain a "Meets Expectations" (or equivalent) rating.
6. Each employee may print a copy of their evaluation and any related documents used in the evaluation process, and shall be entitled to discuss the evaluation with their immediate supervisor and, if requested, with the supervisor at the next higher level than the immediate supervisor who has been assigned to review the performance evaluation.
7. Upon receipt of an overall "Does Not Meet Expectations" (or equivalent) evaluation, the employee shall receive a written action plan developed in collaboration with their supervisor and Human Resource Office. The plan will note the changes required to attain a "Meets Expectations" (or equivalent) rating and the timeframe in which the necessary improvement is expected to occur. At the end of the time period defined in the action plan the employee shall be re-evaluated.
8. For employees who fail to achieve at least a "Meets Expectations" (or equivalent) rating after the specified time frame in the action plan, the supervisor may grant an extension of the action plan or terminate the employee in accordance with the procedures in [Article V. Employment, Section F. Discipline and Termination](#), in consultation with the CHRO.

F. Discipline and Termination

1. Progressive discipline is the concept of increasingly more severe actions taken by supervisors and managers to correct or prevent an employee's unacceptable conduct, the level of discipline dictated by the relative severity of the infraction. Employees should be made aware of the expectations either verbally or in writing and notice of any deficiencies should be documented and communicated to the employee in a timely manner. Such documentation should be specific and should avoid conclusions unless supported by evidence. When it becomes necessary for a supervisor or manager to take corrective

action, the action may be precipitated by a variety of situations. Disciplinary guidelines should be specific enough to ensure technically correct action, but flexible enough to permit the supervisor or manager to reasonable latitude to consider mitigating and/or aggravating factors when issuing constructive and corrective disciplinary action. Progressive and constructive disciplinary action will proceed, if appropriate, along a continuum from corrective counseling to dismissal, with incremental steps between.

2. Unacceptable conduct that warrants disciplinary action up to and including termination may include, but is not limited to, policy violations, disruptive behavior in the workplace, insubordination, criminal activity (as defined in [Article V. Employment, Section F. Discipline and Termination 9.2.2.1.](#)), or grievous action (as defined [in Article V. Employment, Section F. Discipline and Termination 9.2.2.3.](#)). Termination may also result from unsatisfactory performance.
3. Except for those who may be terminated during their introductory period, no bargaining unit member shall be disciplined or terminated except for just cause. The just cause provision shall not apply to the separation of bargaining unit members due to retrenchment ([Article V. Employment, Section J. Retrenchment](#)).
4. The principles of progressive discipline shall be applied to disciplinary action. The determination of unacceptable conduct shall be made by the supervisor in consultation with Human Resources. Employees who are disciplined shall have access to the grievance procedure set forth in this Agreement and Association representation throughout the discipline and grievance process.
5. Although discipline will normally be imposed in a progressive manner, where appropriate the College may skip or repeat steps based upon the circumstances of any given case. The level of discipline will be dictated by the severity of the infraction, the employee's prior work history, and any other mitigating or aggravating factors.
6. Investigations or Steps Prior to Disciplinary Actions
 - 6.1. The College has a responsibility to investigate when allegations of policy violation or serious complaints are made. It is expected that all College employees will cooperate in good faith with such investigations or proceedings.
 - 6.2. A bargaining unit member shall be entitled to Association representation at a disciplinary meeting or an investigative interview or meeting, if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Association representative's role at an investigative interview or meeting is to consult with the employee.
 - 6.3. Investigations shall normally be completed within thirty (30) business days of the incident or complaint, unless this timeline is extended by mutual agreement by the College and the Association, which shall not be unreasonably denied, and be conducted in a confidential manner.
 - 6.4. The employee is entitled to understand the breadth of all concerns or charges against them ; to understand the possible outcomes and range of discipline; and to respond. Upon request, the employee shall be provided with all evidence used to support the disciplinary action. The employee will be provided the opportunity to provide personal testimony either in writing or in-

person which will be fully considered prior to a final determination or sanctions being imposed. Anonymous or unattributed complaints or materials that do not result in disciplinary action shall not be incorporated into an employee's personnel record, per [Article V. B. 6](#).

7. All written disciplinary documentation shall normally be completed within twenty (20) business days from the completion of the investigation and shall specifically cite the incident or conduct that resulted in the disciplinary action. All disciplinary documentation shall be placed in the employee's personnel file. An employee receiving discipline shall sign the disciplinary notice as an acknowledgment of receipt and such signature shall not be deemed acceptance of the rendered discipline or as a waiver of any right to which the employee may be entitled.
8. Disciplinary Actions
 - 8.1. Oral counseling, letters of counsel; and contents of performance evaluations are not considered disciplinary actions.
 - 8.2. Disciplinary actions may include a progression of discipline. These actions include some or all of the following: verbal warnings, written warning, being placed on a performance improvement plan, withholding all or a portion of a salary increase, reprimands, suspension without pay; demotion; probation; and termination.
 - 8.2.1. Warnings. Verbal or written warnings are given to inform employees of unacceptable conduct and will indicate actions necessary to improve or correct conduct.
 - 8.2.2. Reprimands. A reprimand is a written description of an unacceptable conduct. It is placed in the official personnel file for purposes of documentation.
 - 8.2.3. Suspension. Suspension is an involuntary unpaid leave of absence ranging from one to five days depending on the severity of the offense. Enrolled benefits continue during suspension.
 - 8.2.4. Demotion. A demotion is a personnel action which results in the involuntary change of an employee to a lower pay range by assignment to another position. Demotion is not recommended for any individual who has not completed the initial introductory period.
 - 8.2.5. Probation Status. A probationary period is for use when an employee's conduct has fallen below acceptable standards. The purpose of the probationary period is to provide a structured environment for constructive criticism and change.
 - 8.2.5.1. Probationary status shall include a good faith effort by the employee and the supervisor to correct the deficiencies. A written description of expectations and necessary corrective actions will be provided to the employee.
 - 8.2.5.2. The probationary period is normally thirty (30) to sixty (60) calendar days, but may vary in length depending on the severity of the problem.
 - 8.2.5.3. With the approval of the institution's CHRO, the probationary period may run concurrent with the notification of termination period.

9. Termination

9.1. When documented progressive discipline fails and deficiencies persist, termination of employment may result. Termination may also result from unsatisfactory job performance (see [Article V. Employment, Section E. Evaluations](#)). The supervisor, in conjunction with Human Resources, may terminate and ask the employee not to report to work during the notification period. A letter of termination will be given to the employee in person indicating the reason(s) for termination and shall include the appropriate period of notice and reference to grievance rights as detailed in the Collective Bargaining Agreement.

9.1.1. Notification Period. All bargaining unit members shall receive a thirty (30) calendar days notice (or salary in lieu of notice) for termination. Upon termination, accumulated vacation time will be paid, in accordance with [Article IV. Holidays, Paid Time Off and Leaves, Section B. Paid Time Off](#). Such payout shall not be counted as part of the terminal notification period.

9.2. Termination for Insubordination/Guilt in a Crime/Grievous Action

9.2.1. When the employee's actions are so destructive or detrimental that they cannot be tolerated, the employee may be terminated immediately without further notice. A written statement of the reasons for termination shall be provided to the employee within two (2) business days of the time the College becomes aware of the action, and the requirements of progressive discipline and the applicable notification period shall not apply.

9.2.2. Destructive and/or Detrimental Behaviors include:

9.2.2.1. Felony conviction. An employee may be terminated if the employee admits guilt or is found guilty of a felony (by the first external court to hear the case) that demonstrates unfitness for continued employment at the College.

9.2.2.2. Insubordination. An employee may be terminated for a serious act of insubordination, such as refusal to carry out job responsibilities after being clearly directed to do so by the supervisor or an appropriate College official.

9.2.2.3. Grievous Acts. An employee may be terminated for serious grievous acts of violation of policy including but not limited to sexual harassment, discrimination, conflict of interest, drug-free workplace, and/or safety policies.

9.2.3 Process

9.2.3.1. Upon making a determination that one of the above actions has occurred, the College shall give the employee an opportunity to provide an explanation or evidence relating to the accusations. An employee is entitled to Association representation in the disciplinary process and, if applicable, any statements that may implicate the employee in a criminal proceeding may be reported to law enforcement.

9.2.3.2. The supervisor will review such information and in consultation with the CHRO determine whether the situation warrants immediate termination or another disciplinary action.

9.2.3.3. If termination occurs, a written statement of the reasons for termination shall be provided to the employee within two (2) business days of termination. Such statement shall include reference to employee's rights to grievance procedures as available through Collective Bargaining Agreement.

9.2.3.4 Payout. Any wages due for work performed will be paid as directed by state law and this Agreement.

10 Investigative Suspensions/Leave of Absence With or Without Pay

- 10.1. The College may either reassign the employee to non-sensitive, interim duties at the employee's regular rate of pay or place the employee on Leave of Absence With Pay for a limited period of time when (1) allegations of misconduct against the employee are related to the employee's duties and responsibilities and require an internal investigation; or (2) the nature of the allegations warrants the removal of the employee from the work site.
- 10.2. In circumstances where an employee's behavior results in a criminal charge but in the judgment of the President does not warrant immediate removal as detailed in [Article V. Employment, Section F. Discipline and Termination 9.2](#), said employee may be placed on Leave Without Pay by the President, pending resolution of the criminal charge in the first external court to hear the case.
- 10.3. If an employee is placed on Leave Without Pay and wishes to grieve the decision, the grievance will commence immediately at Step Two of the Grievance Process. If an employee is placed on Leave Without Pay and is later determined to have engaged in no misconduct, the employee shall be made whole for wages/salary and benefits earned while on leave

G. Grievance and Arbitration

1. General Provisions

- 1.1. It is the objective of this Article to encourage and facilitate the prompt and equitable resolution of grievances. It is in the interest of all concerned that grievances, should they be filed, be resolved fairly, quickly, and collegially.
- 1.2. The grievance process in this Article applies to grievances related to any of the matters specified in this Agreement, but does not apply to complaints or grievances filed under other University or College policies. Grievances shall be adjudicated and resolved in a confidential manner, subject to the Association's right to represent members of the bargaining unit.
- 1.3. The parties to any potential grievance filed under this Agreement should first endeavor to resolve the matter informally through collegial informal discussion between the employee and their immediate supervisor. When requested by the employee, the employee may be accompanied by an Association representative for discussion of a potential grievance with the employee's

immediate supervisor. If the matter cannot be satisfactorily resolved through informal discussion, any party has the right to file a grievance, which shall be processed in accordance with the steps outlined in this Article.

- 1.4. No person shall be subject to reprisal for using the grievance procedure or for participating in the processing or resolution of a grievance.
- 1.5. As used in this Article, the following terms shall have the meanings indicated.
 - 1.5.1. The term “grievance” is defined as a claim by the Association, an employee or group of employees as to an alleged violation, inequitable application, misapplication or misinterpretation of the terms of this Agreement by the College.
 - 1.5.2. The term “employee” is defined as a grievant who is an individual member of the bargaining unit, and excludes the Association and the College.
 - 1.5.3. The term “party” (or its plural, “parties”) refers to the individual or individuals filing the grievance; the Association, if the grievance is filed in the Association’s name; and the College.
 - 1.5.4. The term “College” means in context, either the individual or individuals whose conduct or decision gives rise to the grievance or Keene State College. Such individual or institution shall be referred to in this Article as the “respondent.” If the grievant cannot immediately identify the individual whose conduct or decision gives rise to the grievance, the grievance may be filed against the College, and when the individual whose conduct or decision gave rise to the grievance is later identified, that individual shall be named in the grievance.
 - 1.5.5. The term “President” refers either to the President of the College or to any person whom the President designates to act in his or her stead for purposes of adjudicating a grievance, provided that no person shall participate in a grievance as the President’s designee if such person is involved in the grievance as a party or witness, or directly or indirectly supervises somebody who is directly involved in the grievance as a party or witness.
 - 1.5.6. The term “Human Resources” shall mean, in context, the CHRO or the College’s Office of Human Resources.
- 1.6. To have a grievance processed under this Article, a grievant must file a grievance in writing within thirty (30) business days of the occurrence giving rise to the grievance, or within thirty (30) business days of the date the grievant knew or could reasonably have known of such occurrence. The written grievance shall include the following information:
 - 1.6.1. The name of the grievant;
 - 1.6.2. The date on which the grievance arose or the date the grievant knew or could reasonably have known of its occurrence;
 - 1.6.3. Citations to the Article(s) or section(s) of this Agreement alleged to have been violated;

1.6.4. The name and title of the respondent, if the grievant knows this information (otherwise, the grievant may name the College or USNH); and

1.6.5. The specific remedy or remedies requested in the grievance.

1.7. Grievances shall be filed by delivery either in hard copy or via email to Human Resources at the following address:

Fiske Annex—M-1604
Keene State College
229 Main Street
Keene, NH 03435
(603) 358-2877
hr@keene.edu

1.8. A grievance initiated by the Association alone shall be filed directly with the President and shall be considered initially at Step Two of the grievance process.

1.9. Any of the time limits in this Article may be extended by mutual written agreement of all parties. In the event a time limit expires on a Saturday, Sunday, or holiday, such time limit shall be extended to the next regular business day.

2. Steps in the Grievance Process

2.1. Step One: Conciliation.

2.1.1. Informal discussion. Once a grievance is filed, the parties shall attempt to resolve the grievance speedily and informally by participating in one or more meetings. Participants shall include the grievant, the respondent or respondents, if the identity is known to the grievant, an Association representative if requested by the grievant, and any other person whom the parties mutually identify. The first such meeting shall be held as promptly as possible and in any event within three (3) business days of the filing of the grievance. Should the meeting or meetings result in resolution of the grievance, such resolution shall be documented in a dated writing. If the problem is not resolved informally, that fact shall be documented in a dated writing.

2.1.2. No precedent will be set without concurrence of both the Association and the College. A grievance may be withdrawn at any step of the grievance process without prejudice to the position the Association or the College may take in other grievances, unless the parties otherwise agree. Neither settlement nor withdrawal sets precedent for future grievances and facts concerning withdrawals or settlements cannot be used as evidence in future grievances, unless the parties otherwise agree.

2.1.3. No resolution; process for moving to Step Two. If the parties are unable to reach a resolution at Step One, then Human Resources shall document this information in a dated writing delivered to the grievant, the respondent, and the Association (the “certification”). Human Resources shall deliver the certification as promptly as possible but in any event

by no later than ten (10) business days after the filing of the grievance under [section 1.7](#) above.

2.2. Step Two: Grievance Adjudication.

- 2.2.1. If the grievance is not resolved at Step One, the grievant may submit the grievance to the President for adjudication at Step Two.
- 2.2.2. Review by the President. The President will review all materials from Step One. The President, at their discretion, may request additional information or materials from any party and may specify a reasonable deadline for submission of requested material.
- 2.2.3. Adjudication meeting. The President shall schedule an adjudication meeting to take place within ten (10) business days of receipt of the Step Two grievance. The meeting shall include the grievant, the respondent, a representative of the Association, and representatives of the College appropriate to the issues to be addressed. The President shall distribute copies of the grievance and Step One record to all participants in advance of the adjudication meeting. If requested by the President, each party shall be responsible for providing to the President, in accordance with whatever production deadline the President fixes, a copy of any document identified by the President to which the party has access and that can reasonably be expected to contain evidence bearing on the case or that can be reasonably expected to lead to discovery of such evidence. Likewise, the College shall produce copies of any documents identified by the grievant or the Association to which the College has access and that can reasonably be expected to contain evidence bearing on the case or that can reasonably be expected to lead to discovery of such evidence. Any party may, in writing, request that the President require production of a document or documents from any other party. The President shall ensure that a copy of any such document produced by a party is made available to all other parties at or prior to the adjudication meeting. Any party may present live or written testimony from a qualified witness or witnesses at the adjudication meeting; provided, however, that neither side may present the live testimony of more than four witnesses at the adjudication meeting unless all parties and the President agree to a larger number. As used in the preceding sentence, the word “side” means (a) the College and the University System of New Hampshire (those two entities constituting collectively one side), and (b) the Association and/or any one or more employees, as the term “employee” is defined in Section 1.5.2 (that entity and those individuals constituting collectively one side).
- 2.2.4. President’s decision. The President shall prepare findings of fact and a decision on the grievance and forward them to the parties.
- 2.2.5. Special process for grievances filed only by the Association. In accordance with section 1.8, a grievance initiated by the Association alone (“alone” for this purpose meaning that there is no individual grievant) under this Article bypasses Step One and is filed directly with the President and considered initially at Step Two of the grievance process. In such cases:

2.3.4.4. Each party shall bear the expense of preparing and presenting its own case. Except as otherwise provided in this Agreement, the compensation and expenses of the arbitrator shall be borne equally by the parties.

2.3.4.5. Both parties agree to abide by the decisions of the arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the arbitrator. Any appeal shall be filed within thirty (30) business days of notice of the arbitration decision.

2.3.4.6. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one grievance.

3. Record Keeping. Materials related to grievances shall be kept in a confidential file in Human Resources, separate from any employee's personnel file, and shall be accessible only to those individuals engaged in the process, the Association, and appropriate administrators with an official need to know. The Association shall also keep its own records.

H. Vacancies, Transfers and Promotions

- 1 The College is recognized as having the sole authority to appoint an applicant to a vacant College position. When the College determines that a vacancy will be filled, it will post a notice of the vacancy. Vacancies shall include newly created positions. For the purpose of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.
2. Vacant positions in the bargaining unit will be posted both internally and externally on the College's on-line applicant tracking system. Applications submitted online by internal (on-campus) applicants and received during the internal campus job posting period (minimum ten (10) business days) by the hiring department will be considered prior to interviewing any external applicants for the position.
3. In filling vacancies, internal candidates shall be afforded hiring priority where, upon review by the College, the ability, experience, training, and education of the applicants are equal. For the purpose of this Article, "internal candidates" is defined as those currently employed at the College in a status position. In the event the College fills a vacancy by appointing a non-bargaining unit applicant, the reason(s) for bypassing the bargaining unit employee, if requested, shall be provided to the employee. The feedback offered shall be limited to the qualifications of the bypassed applicant. Only a bargaining unit member who has been bypassed shall have the right to request such information.
4. If more than one candidate applies for a vacant position, the criteria used by the College in selecting a candidate to fill a vacancy will include 4.1 through 4.6 below. Each of the criteria will be applied to all candidates for a vacant position.
 - 4.1. Ability to perform the requirements of the position
 - 4.2. Work history and performance
 - 4.3. Experience in related work
 - 4.4. Education and/or training related to the position
 - 4.5. Years of service to the College and to USNH
 - 4.6. Institutional diversity goals

5. Upon request, the College shall provide information regarding the search and selection procedure utilized to fill a particular vacancy.
6. If an employee is appointed to a higher grade, the employee will receive a wage/salary increment consistent with this article.
7. Bargaining unit employees shall be provided access to a computer to search job vacancies and submit applications.
8. Involuntary Transfers
 - 8.1. Normally, employees may be involuntarily transferred within the College or USNH only under extraordinary circumstances.
 - 8.2. No employee shall lose accrued sick time, vacation time or any other accrued benefit as a result of being transferred, nor shall an employee suffer a reduction in compensation as a result of being transferred to a position with the same or similar duties.
 - 8.3. Employees who are involuntarily transferred shall not be required to serve an introductory period.
 - 8.4. Employees who are involuntarily transferred to a different position shall be entitled to appropriate professional development and/or training related to the new position if requested, and shall be provided with necessary paid release time to participate in such USNH-sponsored activities.
 - 8.5. Employees who are involuntarily transferred shall be provided with at least thirty (30) business days notice of the transfer, and shall be entitled to meet with their supervisor to discuss the reason(s) for the transfer and any concerns that the employee may have. If the employee's concerns are not addressed to the employee's satisfaction, the employee may meet with the supervisor's superior and the Office of Human Resources to discuss the concerns.

I. Time Status Reduction

1. Time status reduction is the reduction of percent time. Percent time may be denominated in hours per week or weeks per year or both. Time status reduction may occur at the initiative of the College or the employee.
2. If a bargaining unit member wishes to reduce their time status, they must submit the request in writing to their supervisor specifying the requested new work schedule and the reasons. The supervisor, in consultation with the Office of Human Resources, will consider the request in light of its impact on the business requirements of the department. If the business requirements of the department will not be impaired by the change, the request will not be denied arbitrarily, capriciously, or in violation of the [Article V. Employment, Section A. Non-Discrimination](#) of this agreement. If approved, a start date for the new schedule will be set by mutual agreement between the supervisor and employee.

3. If the College intends to reduce the time status of a bargaining unit member, the affected employee and the Association will be notified in writing of the decision, the effective date, and the reasons. It is understood that a reason for such a change may be to achieve cost savings in lieu of retrenchment. The process following the initial notification will be as follows:
 - 3.1. Within five (5) business days of the notice, the employee and supervisor will meet with one representative of the Association and one representative of the Office of Human Resources. The purpose of the meeting will be to discuss the details of the new schedule and associated workload adjustments and to consider any feasible alternative, including but not limited to position elimination.
 - 3.2. Within five (5) business days of the meeting, the employee will receive written confirmation of the College's final decision concerning the details of the time status reduction, which may or may not reflect modification from the original notice. This confirmation will also specify the consequences if the employee elects not to accept the time status reduction.
 - 3.3. The employee will have ten (10) business days from receipt of the confirmation to inform the College that they accept or decline the restructured position. If the position is declined, and the consequence is retrenchment of the position, the procedure in [Article V. Employment, Section J. Retrenchment](#) will apply.
4. An employee who has accepted the position restructured at the initiative of the College shall have priority consideration for twelve (12) months from the effective date of the transition to the restructured position, in the event a position becomes available with pay and benefits equivalent to the position the employee held prior to the restructuring. It is the responsibility of the affected employee to monitor the College website and contact the Office of Human Resources to express interest in the position that they judge to be an equivalent position.
5. For positions restructured at the initiative of the College, the parties agree that should the originally restructured position be made a higher percentage of time or full-time and/or full year, there shall be no obligation to post that position if the employee currently filing the position accepts the increased time. In that circumstance, said employee's time shall be increased accordingly. An employee who accepts a restructured position shall not lose any accrued seniority.

J. Retrenchment

1. Retrenchment is the elimination of position(s) held by bargaining unit member(s). The reasons retrenchment may occur include, but are not limited to, budget reductions, financial constraints, program changes or curtailment, position consolidation, organizational changes including outsourcing or contracting out, regulatory changes, or non-renewals or losses of grants, legislative appropriations, or other sources of external funding. Whenever retrenchment is implemented, the College agrees to bargain over the impact of retrenchment on the workload and/or responsibilities of remaining employees and compensation adjustments that may be appropriate due to an increase in workload or responsibilities.
2. No employee will be selected for layoff in an arbitrary or capricious manner.
3. In implementing retrenchment, the College retains the right to determine the area or areas of programs, services, departments, and positions to be affected; the number of employees affected; and the

identification of individual employees to be laid off, subject to the provisions of this Agreement.

4. Retrenchment will be reserved for situations that cannot effectively be addressed by one or more alternatives, such as attrition, enhanced or incentivized voluntary resignation (the terms of which will be disclosed in writing to the Association), reduction of temporary employees, temporary hiring freeze, temporary moratorium on filling unencumbered positions, reassignment or transfer of employees (provided they are suitably qualified) to other units, reduced time options, and/or reduction of overtime.
5. The CHRO and Affirmative Action Officers will be responsible for monitoring the retrenchment process, including compliance with affirmative action guidelines. Subject to the parameters of USNH and College policy, appropriate administrators shall have the authority to eliminate positions in compliance with this Article.
6. The College shall notify the Association in writing of any planned retrenchment at least one hundred twenty (120) days prior to its implementation. In the written notice, the College will offer dates and times within the succeeding two (2) weeks for a meeting with the Association. At that meeting, the College will provide appropriate information and written documentation about the steps it has taken to avoid retrenchment and the consideration it has given to alternatives to retrenchment. The College agrees to make available to the Association financial and other data relating to the decision to lay off employees.
7. When the College concludes that retrenchment is necessary, the following factors shall be considered in deciding which employee(s) shall be laid off:
 - a. Professional qualifications and performance (as documented in annual written performance evaluations);
 - b. Projected staffing needs and ability of bargaining unit member(s) to meet those needs;
 - c. Affirmative action goals;
 - d. Years of service at the College and in the System combined;
 - e. When factors a., b., c., and d. are applied and the College determines that two bargaining unit members are otherwise indistinguishable for purposes of determining position elimination sequence, then years of service defined as total years of uninterrupted employment in the College shall be dispositive.
 - f. If an employee identified for layoff under this section is 55 years of age or older at the time the layoff would become effective, then such employee shall be laid off only if the decision is first reviewed by the President of the College and the College's legal counsel, and only if (a) the President certifies in writing that the decision to lay off such employee is warranted through application of the criteria in subsections a., b., c., and d., and (b) the legal counsel certifies in writing that those criteria were reasonably applied in reaching the decision to lay off such employee.
8. The College shall notify an employee as soon as reasonably practical if such employee's position is to be eliminated under this Article. Notice shall be provided orally in the form of a meeting attended by the

employee, the employee's immediate supervisor, and a representative of Human Resources, with such meeting conducted humanely, privately, and with respect for all participants. The minimum written notice requirement is ninety (90) days, which may run concurrent with the one hundred twenty (120) day period of notification specified in [Article V. Employment, Section J.6. Retrenchment](#). The ninety (90) day notice shall ordinarily translate into payment of salary for the notice period in lieu of notice unless otherwise agreed between the employee and their direct supervisor. The term "otherwise agreed" is intended to guarantee that no employee shall be required against their will to continue working once notice is provided. Reasons for retrenchment and information concerning permissible bases for appeal and the appeal process shall be included in notifications sent to affected employees.

9. In the event the College implements a retrenchment, then within at least fourteen (14) business days of notice to the individual employee(s), the College shall provide the Association with the name, title, salary grade or level, department or unit, age, gender, race, and years of service of bargaining unit members involuntarily laid off due to the retrenchment; the reason(s) for the retrenchment; and the proposed effective date of the retrenchment for each affected bargaining unit member.
10. The supervisor, the employee, and where appropriate, a representative from Human Resources will discuss the options for assistance that are of interest to the affected employee. The employee shall be provided with written confirmation of any or all of the available options, if requested. The College shall offer at least the following options, as appropriate:
 - Referral to external outplacement and/or external career services;
 - Reasonable time off with pay during the notice period to pursue other employment opportunities;
 - If requested by the employee, a suitable letter of reference indicating that the employee has not been terminated for performance-related reasons.
 - Continuation of tuition benefits for course(s) in which the employee and/or the employee's dependents are currently enrolled except that, if the benefit is being utilized for a dependent child in a degree program, tuition benefit eligibility for that child shall continue through the end of the academic year in which the retrenchment is implemented.
 - Assistance in developing interview skills for up to six (6) months beyond the date of the layoff;
 - Access to the library for up to six (6) months beyond date of layoff;
 - Retain current College recreation center membership for up to six (6) months beyond the date of layoff;
 - Retain parking sticker pass for up to six (6) months beyond date of layoff, provided, however, that the employee has no outstanding unpaid parking tickets;
 - Continuation of discount eligibility at the bookstore, sporting events, and other College programs for up to six (6) months beyond date of layoff.
 - Enrollment in job-related training courses offered by the College or the System for up to six (6) months beyond the date of the layoff.

11. The College website will list every benefits-eligible job opening at all times. For twelve (12) months following the date of retrenchment, a bargaining unit member whose position is eliminated due to retrenchment will have priority consideration for any open College position for which the employee is qualified. If two or more are equally qualified, the person whose job was eliminated first shall have higher priority consideration. It is the responsibility of affected employees to monitor the College website and contact the Office of Human Resources to express interest in an open position for which they believe they meet the qualifications. The Office of Human Resources and the hiring supervisor may place an affected employee whom they judge to be qualified into the vacant position prior to the completion of the normal advertising and search process. Employees who return to employment at the College under this section shall not lose any of their previous seniority or accrued benefits; however, they shall not accumulate seniority while not employed at the College. When an employee returns to employment with the College, the employee shall be placed in the appropriate job classification for the position.
12. Any grievance filed pursuant to [Article V. Employment, Section G. Grievance and Arbitration](#) concerning retrenchment may be filed at [Step 2](#) and if unresolved at that step may be referred to arbitration by the Association.
13. If the College determines that a position elimination could be avoided by reducing a position's percent time, then the procedure set forth in [Article V. Employment, Section I. Time Status Reduction](#), shall apply.
14. Outsourcing and Contracting Out
 - 14.1. If the College considers contracting out, privatization, outsourcing, or subcontracting of bargaining unit work which will result in retrenchment, a Special Labor Management Committee will be established to offer recommendations to the College on the following: cost effectiveness, impact on workloads, quality of service, applicable training programs, and availability of positions within the University System for which any employee impacted by retrenchment may be qualified.
 - 14.2. The Committee shall consist of representatives from each bargaining unit affected (appointed by the Association representing each bargaining unit), the CHRO or designee, and the Chief Financial Officer (CFO) or designee. The Committee will complete its work within twenty (20) business days, which may run concurrent with the required notice to the Association ([Article V. Employment, Section J.6. Retrenchment](#)).
 - 14.3. If a decision to implement the contracting out, privatization, outsourcing, or subcontracting of bargaining unit work is finalized, any resulting layoffs shall be subject to the provisions set forth in this Article, including [Article V. Employment, Section J.6. Retrenchment](#).
15. A bargaining unit member is subject to retrenchment by the College because of a bona fide financial exigency. A bona fide financial exigency is defined as an imminent financial crisis that threatens the College as a whole and that cannot be alleviated by less drastic means.
 - 15.1. Before a declaration of exigency is made, the President of the College will meet with the President of the Association to provide information and the opportunity to participate with the

President's Cabinet in relevant discussions pertaining to financial exigency. If a decision is made to recommend financial exigency to the USNH Board of Trustees, the President of the Association will be notified in writing.

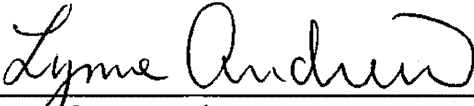
- 15.2. The Board of Trustees must make a public, official declaration of the existence of a financial exigency. Once the existence of a financial exigency has been declared, the President of the College will, according to USNH policies on financial exigency, consult with appropriate representative bodies and individuals, in order to identify areas to be reduced and to determine criteria to be used in identifying individuals affected.
- 15.3. Once financial exigency is declared, the rules of notification of retrenchment may be waived, although every bona fide effort will be made to follow the usual notice procedures as defined in this Article. It is important that minimum disruption be caused to the workflow of the institution and that staff members receive adequate notice. To that end, oral communication, followed up in writing, regarding alternatives to reduction in force should take place with the staff member as soon as feasible prior to a decision to eliminate their position.

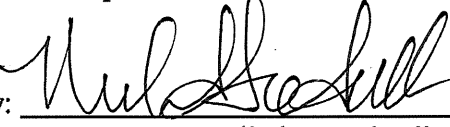
Article VI. Miscellaneous

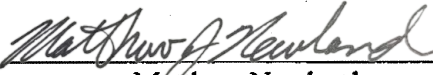
1. This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement.
2. This Agreement is made and entered into in the State of New Hampshire and shall be interpreted in accordance with the laws of the State of New Hampshire.
3. This Agreement shall be effective as of July 1, 2020, and shall remain in full force and effect to and including June 30, 2021, until such time as a new Agreement is executed. Either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty (60) business days.

Signature Page

IN WITNESS WHEREOF, The Board of Trustees of the University System of New Hampshire (USNH) has caused this instrument to be signed and sealed by its duly authorized representative and the Association has caused this instrument to be signed and sealed by its duly authorized representative in March 2021.

By: 
Lynne Andrews
President and Lead Negotiator, KSCDSA

By: 
Dr. Melinda Treadwell
President, Keene State College

By: 
Matthew Newland
USNH, Lead Negotiator

Barbara Cormier
KSCDSA, Vice President

Karyl Martin
USNH, Associate General Counsel

Beth Aronson
KSCDSA, Treasurer

Karen Crawford
Keene State College, Director of Human Resources

Lynne Andrews,
KSCDSA, Secretary

Skye Stephenson
KSCDSA, Member-at-Large

In compliance with NH Pub 207.02(b), a copy of this Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board by the Association within fourteen (14) days of its execution.