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TEAMSTERS 633

COLLECTIVE BARGAINING AGREEMENT

Between

University System of New Hampshire Board of Trustees

for the benefit of

Keene State College Campus Safety at Keene State College

And

CHAUFFERS, TEAMSTERS & HELPERS LOCAL UNION 633/KSC Campus Safety Officers

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CONTRACT TERM

July 1, 2016 - June 30, 2017

Teamsters/Campus Safety Ratified 2/10/17 KF

Table of Contents

Article 1: Recognition 3
Article 2: Definition 3
Article 3: Labor/Management Committee 3
Article 4: Union Rights 4
Article 5: Dues Check-off & Credit Union 5
Article 6: No Strike/No Lockout 5
Article 7: Introductory Period 6
Article 8: Out of Classification Assignments 7
Article 9: Specialized Position Assignment 7
Article 10: Internal Investigation 7
Article 11: Discipline 7
Article 12: Grievance and Arbitration Procedure 7
Article 13: Personnel Files 9
Article 14: Rules and Regulations 9
Article 15: Uniforms and Equipment 10
Article 16: Hours of Work/Scheduling 11
Article 17: Training 12
Article 18: Payroll Periods 12
Article 19: Wages 13
Article 20: Additional Compensation 13
Article 21: Compensatory Time 14
Article 22: Time Away From Work 14
Article 23: Longevity 15
Article 24: Employee Benefits 16
Article 25: Retirement 18
Article 26: Layoff 19
Article 27: Non-Discrimination 20
Article 28: Subcontracting 20
Article 29: Effect of Agreement 21
Article 30: Separability 21
Article 31: Management Rights 21
Article 32: Duration 22
Signature Page 23

Article 1
RECOGNITION

The Board of Trustees of the University System of New Hampshire ~~Keene State College~~ recognizes the Chauffeurs, Teamsters, and Helpers Local Union 633 affiliated with the International Brotherhood of Teamsters as the exclusive bargaining representative for all regular full-time and regular part-time Campus Safety employees, including shift supervisors excluding the director of Campus Safety, associate director Campus Safety, program manager, and all other supervisors, managers, and confidential employees; all probationary employees; all temporary, seasonal, irregular, and on-call employees; and all other professional and non-professional employees at Keene State College as designated by the PELRB in its certification order of September 8, 2015.

Article 2
DEFINITIONS

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

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

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

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

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

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

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

Article 3
LABOR/MANAGEMENT COMMITTEE

Section 3.01 Purpose
A committee shall be established to maintain an ongoing open dialogue between management and the Union on topics of concern. Such topics may include, but are not limited to compensation, benefits, training, equipment, policies and procedures, and working conditions.

Section 3.02 Composition of the Committee
The committee shall be composed of no less than two employees each, from the Union and from management. A Member of the Union bargaining unit shall be selected by Teamsters Local 633 to serve as Union representation of this Committee.

Section 3.03 Duties
The Union representative will be responsible for inviting committee members, coordinating meeting time(s), place(s), date(s), preparing an agenda, and compiling minutes. All time spent shall be paid by the College. Prior to the conclusion of any meeting, the committee shall set a date for the next meeting. Either party may request a meeting of the committee prior to the next scheduled meeting; such meeting shall be scheduled upon agreement of both parties. Minutes shall be taken for all meetings; minutes shall be disseminated on a need to know basis only.

Section 3.04 Timeline
For the first year of this agreement, this committee shall meet no less than once per month, beginning with the month after ratification. In subsequent years, the Committee shall meet no less than quarterly.

Article 4
UNION RIGHTS

Section 4.01 Stewards
The College recognizes the right of the Local Union to designate one (1) Job Steward and assistant from the member list. The authority of the Job Steward and assistant so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

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

Section 4.02 Bulletin Board
The Employer agrees to provide a bulletin board for the posting of messages forwarded to the Steward or alternate by the Local Union. The bulletin board will be placed in an area accessible to members.

Section 4.03 Union Meetings
The Employer shall permit College facilities to be used for Union Meetings outside of work hours in the same manner as they are made available to other non-College organizations with advance notice.

Section 4.04 Rosters
The Department shall maintain and make accessible, via the Q drive, an updated unit seniority list including all members. Updates to the roster shall be made within ten (10) business days of employees being added or deleted from the last posted roster.

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

Article 5
DUES CHECK-OFF & CREDIT UNION

Section 5.01 Union Dues
The Employer agrees to deduct from the pay of all members covered by this Agreement who submit an approved authorization form, the dues and/or agency fees, initiation fees and/or uniform assessments of the local Union having jurisdiction over such employees on a bi-weekly basis and agrees to remit to said local union all such deductions prior to the 20th day of the month for which the deduction is made.

a. Said deduction should be made each pay period provided, however, that if a member has no check coming to him/her or if the check is not large enough to satisfy the deduction, then no collection of dues will be made for that pay period.
b. The Employer will send the amount so deducted once a month to: Secretary-Treasurer, Teamsters Local No. 633 of N.H., P.O. Box 870, Manchester, N.H. 03105.
c. The Union shall indemnify and hold harmless the College should any dispute arise between the Union and the College as a result of the administration of this Section.
d. No deduction shall be made which law prohibits. When a member is not on the payroll during the week during which the deduction is to be made, the employee must make arrangements with the Union to pay such dues in advance.

Section 5.02 Credit Union
The College agrees to deduct from the member's paycheck for deposit to the Local Union's Credit Union (known as the New England Teamsters Federal Credit Union), as members of the Automated Clearing House (ACH) banking system, any amount on a bi-weekly basis, authorized by the member.

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

Article 6
NO STRIKE / NO LOCKOUT

Section 6.01 Responsibilities
During the terms of this agreement, neither the Union nor its agents, or any member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the College. During the term of this Agreement, neither the College nor its agents for any reason shall authorize, institute, aid, or promote any lockout of members covered by this Agreement.

Section 6.02 Communication
The Union agrees to immediately inform the members that they are in violation of the Agreement and/or state law if a strike or other form of job action should occur, as outlined in Section 6.01 of this Agreement. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption and to encourage members violating Section 6.01 above to return to work.

Section 6.03 Discipline
The Employer may discharge or discipline any member who violates Section 6.01 above and any member who fails to carry out his responsibilities under Section 6.02 above.

Section 6.04 Litigation
Nothing contained herein shall preclude either Party from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 7
INTRODUCTORY PERIOD

Section 7.01 Start of Introductory Period
The introductory period for employees shall begin upon date of hire.

Section 7.02 Length of Introductory Period
The introductory period for a newly hired officer shall be six (6) months from the date of hire, unless the director, after review of the field training reports and recommendations from field training officers, feels the probationary employee is not meeting Department and/or College expectations. In such an event, the director may extend the probationary period up to an additional six (6) months.

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

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

Section 7.03 Member Rights During Introductory Period
Any individual hired into the bargaining unit must successfully complete a six (6) month introductory period as indicated in this Article prior to receiving all guarantees provided in this agreement. During the introductory period the member may be disciplined or discharged at any time during their introductory period, with or without cause, and with or without notice. A member who is disciplined or discharged during the introductory period shall not have recourse to the grievance or arbitration provisions of this Agreement; however, the introductory employee may have access to the grievance and arbitration provisions of this Agreement for other rights and privileges of employment as stipulated in this agreement during the introductory period. An employee who successfully completes the introductory period shall then be credited with seniority back to his/her most recent date of hire.

Article 8
OUT OF CLASSIFICATION ASSIGNMENTS

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

Article 9
SPECIALIZED POSITION ASSIGNMENT

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

Article 10
INTERNAL INVESTIGATION

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

Article 11
DISCIPLINE

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

Article 12
GRIEVANCE AND ARBITRATION

Section 12.01 Purpose
The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

Section, 12.02 Definitions
For the purpose of this Agreement, a *grievance* is defined as a written statement alleging a misinterpretation, misapplication, or violation of any provision of this Agreement.

Working days, for the purpose of this Article shall be Monday through Friday.

Section 12.02 Time Limits
All grievances shall be filed and appealed within the time limits set forth below or they will be deemed waived; provided, however, that the time limits may be extended by written mutual agreement of the parties. In the event that a required time limit is not met, by KSC, the grievance shall be moved to the next step unless an extension of time has been agreed upon by the grievant and KSC.

Section 12.03 Grievance Process

Step 1
When a member believes that a problem exists with respect to the interpretation or application of the specific terms of the Agreement, the member who may be accompanied by the Steward shall first discuss the problem with the Associate Director of Campus Safety within five (5) working days of the occurrence of the problem. Reasonable efforts shall be made by the parties involved to resolve the problem informally. The Steward and the member will be notified of the disposition by the supervisor within five (5) working days of the meeting. An employee who is grieving a termination may be placed on a leave of absence with pay pending the outcome of the grievance.

Step 2
If the problem has not been resolved informally, the Steward shall reduce it to writing and submit a written grievance to the Director within five (5) working days after notification of disposition provided above. The written grievance shall contain:

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

The Director shall meet with the Steward and the member within five (5) working days and shall render a written disposition with respect to the grievance to the member and the Steward within five (5) working days after the meeting.

Step 3
If the disposition is not satisfactory to the Union, the Steward may appeal the grievance in writing to the Director within ten (10) working days after receipt of the notification provided in Step 2 The Director shall meet with the Steward and the member within five (5) working days and render a disposition in writing to the member and the Steward within ten (10) working days after said meeting.

Step 4
If the disposition of the Director is not satisfactory to the Union, the Steward may appeal the grievance in writing to the Office of Human Resources within ten (10) working days after receipt of the notification provided in Step 3 The Director of Human Resources or his/her designee shall meet with the Union Business Agent, Steward, and the member within five (5) working days and render a determination in writing to the Steward within ten (10) working days after said meeting.

Step 5
If the disposition of the Director of Human Resources is not satisfactory to the Union, the Steward may appeal the grievance in writing to the President or designee(s) within ten (10) working days after receipt of the notification provided in Step 4 The President or his/her designee(s) shall meet with the Union Business Agent, Steward, and the member within ten (10) working days and render a determination in writing to the Steward within twenty (20) working days after said meeting.

Step 6
In the event that the determination of the President or his/her designee is not acceptable to the Union it may, within thirty (30) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration under the rules of the Tri-State Arbitration Association by notifying the Director of Human Resources and the Director of Campus Safety or designees in writing of such intent.

a. The decision of the arbitrator shall be final and binding upon the parties.
b. The arbitrator shall not have the authority to amend, modify, or establish new terms or conditions with respect to this Agreement.
c. Wherever possible the arbitrator shall render the decision within thirty (30) working days after the conclusion of the hearing and any final written or oral argument.
d. All fees and expenses for the arbitrator's services and the proceedings shall be borne by the unsuccessful party. Each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
e. The Grievance and Arbitration Procedure shall not be used to review the substantive merits of an administrative judgment or evaluation.

Article 13
PERSONNEL FILES

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

Article 14
RULES AND REGULATIONS

Section 14.01 USNH & KSC Policies
The University System of New Hampshire Policies and Procedures are available to all employees at http://usnholpm.unh.edu. Keene State College Policies and Procedures are available to all employees at http://www.keene.edu/administration/policy/.

Section 14.02 Department Policy

The Department will provide electronic access, via the Q drive, to all current Department policy manuals, Memorandums, General Orders, Codes of Conduct, Special Orders, or other orders to which employees are answerable.

Section 14.03 Compliance

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

Article 15
UNIFORMS AND EQUIPMENT

Section 15.01 Management Rights

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

Section 15.02 Funding

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

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

Section 15.03 Body Armor

The Employer shall supply concealable body armor to all members.

a. Said body armor shall be new, of a make, model, and style as selected by the College.
b. Issued body armor shall be appropriately fitted by a representative of the body armor manufacturer, to the individual officer in accordance with relevant standards.
c. The Department shall consider the recommendation(s) of the Labor Management Committee regarding this equipment.
d. The Employer shall replace said body armor when the integrity of the armor has been diminished and replacement is suggested by the distributor, with consideration to manufacturer warranties. This shall apply to any body armor provided prior to the effective date of this agreement.
e. The College shall provide any needed maintenance of the body armor.
f. All body armor shall be the property of the College. If a member leaves KSC, the College may negotiate a pro-rated purchase cost with a qualified agency, whom the Member is to be employed by.
g. When engaged in field activities, (Class A) uniformed members shall wear body armor.

Article 16
HOURS OF WORK/SCHEDULING

Section 16.01 Workweek and Workday
The scheduled workweek shall begin with any scheduled shift beginning after Saturday at 12:00 a.m. and ends at the completion of any shift beginning prior to 11:59 pm the following Friday.

The standard workday shall consist of a minimum eight (8) hour shift with two days off, ten (10) hour shift with 3 days off, and no more than twelve (12) hour shift.

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

Section 16.02 Staffing Levels
The Director or his/her designee shall determine the shift staffing assignments based on the needs of the Department. The Director or designee may assign overtime to ensure minimum staffing levels. No member shall be allowed, except in cases of emergencies as determined by the Director or his/her designee, to work sixteen (16) consecutive hours. Nothing in this agreement shall be construed to limit the Director or his/her designee's right to assign work to members, including shift assignments.

Section 16.03 Shift Bidding
The schedule will be posted for bid no more than three times a year:
a. Fall shifts shall start in August on the Saturday prior to school opening.
b. Spring shifts shall start in January on the first Saturday after New Year's Day.
c. Summer shifts shall start on the last Saturday in May.

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

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

Section 16.04 Seniority for Shift Bidding
A bidding system based upon seniority shall be used for making full time shift assignments.
a. Members shall accrue unit seniority from the date they are employed in position within the department.
b. In the event that more than one new employee is hired within the same hiring process, unit seniority between those members shall be determined by prior experience as calculated by Human Resources during salary calculations.
c. In the event that a member voluntarily resigns their employment with the College, and is subsequently re-hired to a union position within a one year period, the member shall be restored to the unit seniority level they held on the last day of employment. KSC or USNH is not obligated to re-hire any member who voluntarily resigns or waive any part of the hiring process.
d. Officers in field training shall be exempt from the bidding process. Upon completion of training, the officer shall be assigned to a shift by the Director or his/her designee until the next shift bid.

Section 16.05 Substitution of Shifts under 29 U.S.C. §207(p)(3)
Substitution of Shifts may be requested by one member to another member. No Substitution of Shifts shall be granted unless there is a mutual agreement in writing between the two (2) parties and shall be subject to the approval of the Director or his/her designee. When shifts are substituted, the Department will treat each party to the substitution as if the member who was originally scheduled to work appeared and worked the shift.

Section 16.06 Lunches and Breaks
There shall be two (2) fifteen (15) minute breaks per day for full-time employees and that is to be considered time worked. There shall be a 30 minute meal period which shall be considered time worked. Due to the nature of the work, employees may be required to work through any part of meal or break period.

Section 16.07 Special Details
The parties agree to abide by the standard operating procedure(s) set forth in the KSC Campus Safety Department Policy manual and applicable to Special Detail and Compensation. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the College retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect at the time of application.

Article 17
TRAINING

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

Article 18
PAYROLL PERIODS

Section 18.01 Distribution of Payroll
The Employer will be responsible for determining how information about payroll options will be communicated to members. For those members not able to take advantage of direct deposit which is the USNH standard method of pay distribution, a paper payroll check will be generated and mailed to the member's designated campus or home address on the appropriate pay period. Checks will normally not be distributed to members earlier than the official payment date for that particular pay period.

Section 18.02 Timeline
All members under this Agreement shall be paid on a bi-weekly basis. Members will be paid in accordance with the designated College payroll calendar.

Article 19
WAGES

Section 19.01 ATB Pay Increases
All members shall receive an across-the-board one-half percent (.5%) pay increase retroactive to July 1, 2016.

Section 19.02 Merit Pay Increases
One-half percent (.5%) merit pay increase shall be available to select members based upon the results of the member's annual performance evaluation. Merit pay increases shall be retroactive to July 1, 2016.

Section 19.03 Bonus Pay
Members shall be eligible for additional "bonus pay" for outstanding job performance upon recommendation by the director. Bonus pay is only authorized as money is made available to the Director of Campus Safety.

Article 20
ADDITIONAL COMPENSATION

Section 20.01 Shift Differential
Campus Safety Officers whose shift begins between the hours of 3:00 pm and 8:59 pm shall receive a shift differential of $.75 per hour for all continuous hours worked during the shift. Officers whose shift begins between the hours of 9:00 pm and 6:59 am shall receive a shift differential of $1.00 per hour for all continuous hours worked during the shift. All shifts that begin between the hours of 7:00 am and 3:00 pm are not eligible for shift differential.

Section 20.02 Callback Pay
Any member who is requested to return to work outside of their regularly scheduled hours shall be compensated at a minimum three (3) hours, or for the number hours of work performed, whichever is greater.

Section 20.03 Special Details
Extra compensation shall be paid to members who are assigned to work hours outside their regular assigned shift due to special details. Priority shift differential does not apply to special detail work.

Section 20.04 Overtime Pay
Time worked in excess of 40 hours in any week shall be paid at one and one-half times the regular rate of pay. The hours worked in all jobs must be paid by the hour and combined for calculation of overtime.

Section 20.04 Travel Expenses
Members will be reimbursed for business use of personal vehicles at the IRS Standard mileage rate in effect at the time of travel. USNH reimburses for actual mileage using the most direct route. Adequate records must be maintained to document mileage claimed. Tolls, ferries, and parking expenses incurred while on business travel are reimbursable in addition to the mileage allowance. Personal use, parking tickets, traffic fines and penalties, towing charges, accidents and theft losses are not reimbursable. The standard mileage allowance is in lieu of all actual operating expenses such as fuel, oil, towing charges, repairs, tires, insurance, accident deductibles, etc.

Section 20.05 Field Training Stipend
Members who perform Field Training, to include supervisory personnel, shall be compensated at a rate of $1.25 per hour while in the performance of the field training function. Field training hours shall be calculated by the director or designee by hours designated on the submitted *Daily Observation Reports*. Field Training stipends shall be paid within 30 days upon conclusion of the trainee's last phase of field training.

Section 20.06 Holiday Pay
Designated paid holidays: The following days are designated as paid holidays: New Year's Day; Memorial Day; Independence Day; Thanksgiving Eve Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; Day after Christmas; New Year's Eve Day; and one additional day in December as determined by the College.

Section 20.07 Curtailed Operations
Members shall be eligible for curtailed operations pay in accordance with the *Keene State College Inclement Weather Policy*.

Article 21
COMPENSATORY TIME

Unless otherwise qualified by this agreement, members who are deemed "status employees" by USNH policy shall be eligible for compensatory time as described in *USY.V.A.4. Benefits Available to Status Faculty and Staff*.

Article 22
TIME AWAY FROM WORK

Section 22.01 Eligibility
Unless otherwise qualified by this agreement, members who are deemed "status employees" by USNH policy shall be eligible for *Time Away From Work* benefits as described in *the USNH Operating Staff Handbook*.

Section 22.02 Accruing Earned Time
Earned Time is Accrued each hour worked (except for overtime hours), based on years of employment and hire date. The accrual Rate for those with current status employment start dates as of July 1, 2011:

Years of Employment		Rate Earned Per Hour	Approx. Days Per Month
At Least	Up To		
Hire Date	12	.092	2.000
12 & Over	12	.130	2.833

The accrual Rate for those with current status employment start dates prior to July 1, 2011:

Years of Employment		Rate Earned Per Hour	Approx. Days Per Month
At Least	Up To		
Hire Date	6	.092	2.000
6	12	.111	2.416
12	18	.130	2.833
18 and Over		.149	3.250

Section 22.03 Minimum Usage of Earned Time

Members must use a minimum amount of your accrued Earned Time each year. Minimum usage is calculated each pay period at 45% of the Earned Time accrued for that pay period. The total number of minimum usage hours derived from this calculation is compared to the total number of Earned Time hours used at the end of the fiscal year. If the minimum usage requirement has not been met by June 30, remaining minimum usage hours will be subtracted from the staff member's Earned Time balance prior to its being carried forward into the new fiscal year.

Section 22.04 Family and Medical Leave

USNH complies with the provisions of the Family and Medical Leave Act of 1993 (FMLA), which enables eligible members to take up to 12 weeks of leave each year for family or medical reasons (i.e. birth, adoption, or foster care placement of a child, serious health condition of self or spouse, child, or parent). In addition, a member may take up to 26 weeks to care for a family member ill or injured as a result of service in the military or 12 weeks for a "qualifying exigency" resulting from a family member's active duty or call to active military service. Pay continuation during FMLA depends on your accrual of Earned Time and applicable policies.

Section 22.05 Bereavement Leave

Members may use five days of Family Leave for the death of an immediate family member and one day for the death of other relatives following the parameters of USY V.A.4.14. Those individuals considered immediate family include spouse, mother, father, stepparents, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother, stepsister, and individuals living within the faculty/staff member's household. Other relatives include grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law, grandson, granddaughter, 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.

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

Article 23
LONGEVITY

Section 23.01 Eligibility
Applicable only to status operating staff with current status employment start dates prior to July 1, 2011, extra pay increment are awarded to status hourly staff to recognize length of service to University System. Longevity payments are included in the regular rate for the purpose of computing overtime. Longevity increments for operating staff are as follows:

On completion of 10 years of service 2%
On completion of 15 years of service 4%
On completion of 20 years of service 6%
On completion of 25 years of service 8%
On completion of 30 years of service 10%

Section 23.02 Determination of Length of Service
For longevity purposes, a year of service will be equal to a calendar year of status employment, i.e. 12 consecutive months from date of hire equals one calendar year. If an employee held a status flex-year appointment for 75% for 10 years, the total years of service for longevity purposes would be 10 years.

Section 23.03 Calculation of Longevity Increment
The longevity increment, awarded each pay period, is calculated by multiplying the base pay for that period by the longevity percentage.

Section 23.04 Beginning Accrual
Length of service will start from the first day of status employment of at least 75% time.

Section 23.05 Effective date
Longevity increments shall be effective on the staff member's anniversary date of status employment.

Article 24
EMPLOYEE BENEFITS

Section 24.01 Employee Benefits
Unless otherwise qualified by this agreement, members shall be subject to policies and receive the benefits as described in the *USNH Operating Staff Handbook and USNH Policy USY.V.A.3 Benefits Provided to all Employees.* Unless otherwise qualified by this agreement, members who are deemed "status employees" by USNH policy shall be eligible for benefits as described in *USY.V.A.4 Benefits Available to Status Faculty and Staff, USY.V.A.6 Benefits following Termination,* and *USY.V.A.7 Benefits Following Retirement.*

Section 24.02 References
*USNH Policy USY.V.A.*can be found at http://www.usnh.edu/policy/usy/v-personnel-policies/employee-benefits. The *USNH Operating Staff Handbook* can be found at http://www.usnh.edu/hr/OSHandbook/

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

Section 24.03 Healthcare Benefits
Members shall be eligible for the *USNH Flexible Benefits Plan* in accordance with *USNH Policy USY V.A.4.3*. No other option will be offered to members. Employee/employer contributions shall be as follows:

PLAN/COVERAGE	% EMPLOYEE CONTRIBUTION		% EMPLOYER CONTRIBUTION	
	OPTION B PLAN	LOW COST PLAN(S)	OPTION B PLAN	LOW COST PLAN(S)
INDIVIDUAL	16%	10%	84%	90%
TWO PERSON	21%	14%	79%	86%
FAMILY	23%	18%	77%	82%

Any other medical plans with premiums below or in excess of USNH's standard plan (Plan B), will have same contribution percentage as that for Plan B.

Section 24.04 Healthcare Education
In recognition of the need for affirmative efforts to control health insurance premiums cost increases, the College shall provide educational information, materials, and/or programs designed to educate employees as to the purpose and proper use of health insurance plans, health care facilities and providers, and their alternatives. The Union agrees to actively encourage review of information and participation in any programs offered.

Section 24.05 Long Term Disability
Members shall be eligible for long term disability benefits in accordance with *USNH Policy USY.V.A.8.1*. Long term disability benefits provide the following monthly disability income benefits if eligible members are unable to work for 180 days due to an illness or injury.

Percent of Regular Budgeted Annual Salary	Maximum Benefit
Option A: 50%	$5,000/month
Option B: 60%	$5,000/month
Option C: 66-2/3%	$15,000/month

Section 24.06 On-Duty Injury
Workers Compensation benefits are provided to members in accordance with *USNH policy USY.V.A.3.3* and *RSA 281-A*.

Section 24.07 Tuition Benefit

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

Article 25
RETIREMENT

Section 25.01 Acceptance & Eligibility

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

Section 25.02 Tax Advantage

The University System of New Hampshire offers its eligible faculty and staff members the opportunity to participate in a 403(b) voluntary defined contribution retirement plan. The 403(b) plan provides the opportunity to save for retirement on a tax-advantaged basis. The Summary of Plan Provisions describes plan information, including, but not limited to eligibility, enrollment, contribution levels, vesting (including breaks in service), beneficiaries, withdrawals, involuntary termination, additional retirement contributions, and annual limits. The Plan is subject to federal laws, such as the Internal Revenue Code (IRS) and other federal and state laws. The provisions of the Plan are subject to revision due to changes in laws or to pronouncement(s) by the IRS.

Section 25.03 Contributions

Before a participant will be eligible to participate at the Standard Contribution Level, the Participant must contribute for one year at the Initial Contribution, Alternate, or Middle Contribution Level.

Contribution Level	Employee	USNH
Initial	6%	6%
Standard	6%	10%
Middle Level	4%	6%
Alternate	2.5%	4%

Section 25.04 Contributions for those hired and enrolled in retirement prior to July 1, 2011

a. Standard Contribution Level. The standard contribution level provides for the University System to contribute 9% if the participant elected MCP, or 9% plus 1% if the participant elected ARC, and the participant to contribute 6%.
b. Alternate Contribution Level. The alternate contribution level provides for the University System to contribute 4% if the participant elected MCP or 4% plus 1% if the participant elected ARC, and the participant to contribute 2.5%.
c. Mid-Level Contribution. The mid-level contribution provides for the University System to contribute 6% and the participant to contribute 4%.

Section 25.5 Additional Retirement Contribution (ARC)

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

Section 25.6 403(b) Supplemental Retirement Contributions

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

Section 25.07 Retirement Age

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

Section 25.08 Medical Coverage between Ages 62-65

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

Section 25.09 Vesting

Benefits eligible years of service, which will count for purposes of your vesting in the employer contributions, shall be in accordance with the following schedule:

Completed Years of Benefits Eligible Service	Vested Percentage (Employer Contribution)
Less than 3 years	0%
3 years or more	100%

All employees are fully and immediately vested in the accrued benefits arising from employee contributions and rollover contributions. A year of service is earned for each year you are employed in a status USNH position, beginning with the date you make an elective contribution entitling you to an employer contribution

Article 26
LAYOFF

Section 26.01 Purpose
Layoff is the involuntary separation of a staff member from the job, without pay, due to circumstances such as lack of work, seasonal conditions, technological or programmatic change and/or short-term financial difficulty. Layoff is used only when there is reasonable expectation of recall; it is inappropriate to use layoff to address performance problems, or to discipline a member. The period of layoff shall not exceed one year from the date of layoff.

Section 26.02 USNH Policy
Unless otherwise qualified by this agreement members are subject to USNH policies relative to layoff. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the College retains the authority and right to amend said policies at their discretion, and agrees to abide by the terms of said policies in effect at the time of application.

Section 26.03 Recall
Affected members shall be entitled to recall during the period of layoff. If not recalled during the period of layoff, members will be terminated. In cases where it is known by the Department that the layoff will be permanent, then the Director will meet with the bargaining unit to discuss the planned layoff and the effects of the decision.

Section 26.04 Selection and Notice
Members shall be selected for layoff on the basis of increasing seniority. Members who are laid off shall receive at least ninety (90) days' notice of any layoff.

Section 26.05 Unit Seniority
Members who are laid off shall maintain their positions on the unit seniority roster during the recall period and shall accrue additional unit seniority during that time. If recalled to work within the recall period, the member shall return with the same unit seniority he or she had accrued at the time of the recall. If hired into any other classification, the member shall return as a new employee and be rehired with a new seniority date. If an opening develops in the member's original classification after he or she had taken another position within the Department, he or she may return to the original classification with no loss of seniority. The College shall recognize the member's total length of service as outlined in KSC policy for fringe benefit purposes if the member is rehired into another classification within the recall period.

Section 26.05 Member Responsibility
Members who are laid off shall notify the Department of any changes in address or phone numbers in order to provide a contact point for recall or notification of vacancies which may arise with the Department during the term of their layoff.

Article 27
NON-DISCRIMINATION

Section 27.01 Non-Discrimination
Neither the Employer nor the Union will discriminate against employees on any employment matter on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, disability, veteran status, marital status, or other unlawful criteria as these terms are defined under applicable law. In addition, the parties recognize that sexual harassment is a form of unlawful sexual discrimination, and it is therefore the policy of the College that sexual harassment and/or other forms of discriminatory harassment will not be tolerated as stipulated in USNH and KSC policy.

Section 27.02 Non-Discrimination for Union Activity
Neither the Employer nor the Union will discriminate against employees on any employment matter because of the employee's union activity or union membership or non-membership.

Article 28
SUBCONTRACTING

Section 28.01 Subcontracting
The Employer shall not contract out services to be performed on College property, except where the work to be performed is beyond the skills and abilities of the members; where the work to be performed is beyond the workload capabilities of the members or the ability to work safely; or where the contractor has techniques, equipment, or technology that the members do not possess.

Section 28.02 Result of Layoff
The Union shall be notified at least ninety (90) days in advance of any subcontracting which may lead to the layoff of any member.

Article 29
EFFECT OF AGREEMENT

Section 29.01 Good Faith Negotiation
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This instrument constitutes the entire Agreement of the College and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

Section 29.02 Employer Rights
The Employer shall have the right to adopt, amend, or rescind any policy or practice, including such policies or practices as may be referred to or incorporated in this Agreement, provided that, during the life of this Agreement, such policy or practice does not directly conflict with any explicit provision of this Agreement.

Article 30
SEPARABILITY

Section 30.01 Unlawful Provisions

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

Section 30.02 Void or Invalid Provisions

The provision of this Agreement held to be void or invalid should be renegotiated by the parties within ninety (90) days of such determination, if possible, to comply with the determination of the Court or administrative agency concerning its legality.

Article 31
MANAGEMENT RIGHTS

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

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

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

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

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

- To plan, direct, supervise and control all operations, functions and policies of the Department in which the employees in the Bargaining Unit are employed.
- To determine the need for and the qualifications of new employees, transfers, and promotions.
- To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.
- To assign shifts, work days, hours of work and work locations subject to the terms of this contract.

- To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations, or facilities for budgetary or other reasons.
- To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- To determine the need for a reduction or an increase in the work force and the implementation of any decisions with regard thereto.
- To discipline, suspend, demote or discharge an employee for just cause, subject to the terms of this contract and other pertinent law.
- To assign and distribute work.
- To determine the need for additional education courses, training programs, on-the-job training and cross training.
- To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment, or emergency.
- To determine the Mission, Policies, and Standards of service offered to the public.
- The Department may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, and efficient operation

Article 32
DURATION

This Agreement shall be and remain in full force from the 1st day of July 2016 through and including the 30th day of June, 2017 and thereafter until terminated by either party by sixty (60) days written notice given to the other party of its intent to negotiate a successor agreement.

Signature Page

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representative in July 2016.

KSC Campus Safety Officers

By: _____
Charles Smith
KSC Campus Safety Officers

By: _____
Kevin Foley
Teamsters Local Union 633

William Cahill
Teamsters Local Union 633

Members:

Joel Huntley, Sergeant
Brendan Bosquet, Sergeant
Michael Gomez, Officer
Toni Taylor, Officer
Adam Martinez, Officer
Jessica Trombley, Officer
Charlie Smith, Officer
Laurinda Dion, Officer
Melissa Gamache, Officer
David McLean, Officer
Paul Deschenes, Officer (non-status)
Glenn D'Eon, Officer (non-status)
Rachel Guerin, Officer (non-status)
Michael Miskell, Officer (non-status)
Frasier Whitbread – Shuttle Driver (non-status)
Pierre Pelletier, Shuttle Driver (non-status)

University System of New Hampshire

By: _____
Timothy Riley
Chair, USNH Board of Trustees

By: _____
Dr. Anne Huot
President, Keene State College

James McGrail
Chief Human Resources Officer, USNH

Daniel Petree
Vice President of Finance and Planning, KSC

Carol Corcoran
Director of Human Resources, KSC

Paul Dean
Chief of Police, University of NH

Joshua Jarvis
Assistant Director of Human Resources, KSC

Leonard Crossman
Assistant Director of Campus Safety, KSC

Received
SEP 28 2016
TEAMSTERS 633

Section 19.04

In the event that, during the term of this Agreement, the Employer agrees with any certified collective bargaining unit at the College to grant to such unit an across-the-board salary increase for any fiscal year that is more favorable than the one contained in this Agreement for the corresponding fiscal year, agrees to augment health plan benefits for the members of such unit through the addition of benefits that are not offered to Members under this Agreement, or reduces for any such unit the employees' contribution to the cost of health care coverage without a corresponding change in health benefits, then the College shall also grant the same enhanced benefits to Members for the corresponding contract period.

Carol Corcoran, HR
9/28/16

Kevin P. Foley
9/28/16

Teamsters Local 633/Keene State College Campus Safety Officers

Received

Proposal

JAN 13 2017

12/27/16

TEAMSTERS 633

***Article 20 Section 3 Special Details**

Unit employees who are assigned to work hours outside their regular assigned shift due to special details that are Keene State College events that come out of the college's budget shall be paid at time and one half the rate of pay for all hours worked with a guaranteed minimum of three (3) hours.

For all other details that are not paid directly out of the college's budget the hourly rates shall be:

1. For Sergeants the highest paid hourly rate for Sergeants at time and one half shall be paid to all Sergeants who work these details.
2. For Officers the highest paid hourly rate for Officers at time and one half shall be paid all Officers who work these details.

Sign-ups and assignments for special details will be offered exclusively to qualified volunteers from within the bargaining unit. Seniority will prevail.

** The Mandatory wearing of protective body amour will be discussed in the Labor/Management Committee meetings.

Accepted by Carol J Corcoran, Special Advisor, HR
January 13, 2017

Carol J Corcoran

[signature]

BA L633 1/13/17