

***2020 - 2021  
Collective Bargaining Agreement for the  
Full-time Faculty Bargaining Unit***

CCSNH Board of Trustees  
&  
NH Higher Education Union,  
I.B.E.W. Local 2320

March 20, 2020 – June 30, 2021

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	
ARTICLE I	Definitions	3
ARTICLE II	Recognition	4
ARTICLE III	Management Rights	5
ARTICLE IV	Association Rights	6
ARTICLE V	Consultation and Labor Management Committee	11
ARTICLE VI	Academic Freedom & Professional Responsibility	12
ARTICLE VII	Grievance and Arbitration Procedures	13
ARTICLE VIII	Work Year & Schedules	17
ARTICLE IX	Probationary Period	17
ARTICLE X	Faculty Work Load	18
ARTICLE XI	Faculty Promotion	25
ARTICLE XII	Performance Evaluations	32
ARTICLE XIII	Seniority	35
ARTICLE XIV	Job Vacancies and Transfers	36
ARTICLE XV	Reduction in Force	37
ARTICLE XVI	Discipline	39
ARTICLE XVII	Compensation & Benefits	42
ARTICLE XVIII	Holidays	47
ARTICLE XIX	Personal Leave	47
ARTICLE XX	Annual Leave	48
ARTICLE XXI	Sick Leave	50
ARTICLE XXII	Leave of Absences Without Pay	55
ARTICLE XXIII	Military Leave	55
ARTICLE XXIV	Civil Leave/Jury Duty	56
ARTICLE XXV	Educational Leave	56
ARTICLE XXVI	Other Leave & Volunteer Emergency Service	57
ARTICLE XXVII	Institutional Closure	58
ARTICLE XXVIII	Uniforms & Equipment	58
ARTICLE XXIX	Payroll Information	59
ARTICLE XXX	Travel Reimbursement & Advances	60
ARTICLE XXXI	Training & Education	62
ARTICLE XXXII	Intellectual Property	63
ARTICLE XXXIII	Health & Safety	64
ARTICLE XXXIV	Personnel Files	65
ARTICLE XXXV	No Strike or Lockout	66
ARTICLE XXXVI	Notices	66
ARTICLE XXXVII	Waiver	67
ARTICLE XXXVIII	Separability	67
ARTICLE XXXIX	Duration	67

- Appendices:
- A: List of Faculty Classifications
  - B: CCSNH Full-time Faculty Wage Schedule Effective 01/03/2020 and 07/31/2020
  - C: MOU – 11 month (FO11) Full-time Faculty
  - D: CCSNH – Dental Plan Summary
  - E: CCSNH – Health Insurance Plan Summary
  - F: Same-Sex Domestic Partner Benefits Eligibility
  - G: Bonus Leave Earned Prior to July 1, 1995
  - H: MOU – Medical & Dental Coverage for Married CCSNH Employees

**PREAMBLE**  
**COLLECTIVE BARGAINING AGREEMENT**

This Agreement is between the Board of Trustees of the Community College System of New Hampshire, hereinafter referred to as the “CCSNH”, and the New Hampshire Higher Education Union, I.B.E.W. Local 2320, hereinafter referred to as the "Association", collectively referred to hereinafter as the "Parties".

It is the intent of the Parties to encourage harmonious relationships between the Employees and the Administration to promote the welfare of the student body and to improve the quality and effectiveness of the CCSNH by expecting the highest standards of excellence in instruction, services, and operations. It is recognized by the Parties that mutual benefits are to be derived from continual improvement as institutions of higher learning and the fair and equitable treatment of all members of the educational community. The CCSNH and the Association recognize and affirm their commitment not to discriminate against anyone because of race, color, religion, national origin, age, sex, disability, genetic information, veteran’s status, marital status, sexual orientation, gender identity or expression, political affiliation, lawful political activity, or membership or non-membership in, or lawful activities on behalf of the Association.

It is the intent and purpose of the Parties to this Agreement to set forth agreements reached between the CCSNH and the Association with respect to wages, hours, benefits, and other terms and conditions of employment for the employees in the bargaining unit described by the NH PELRB and to provide a means of amicable discussion and adjustment of matters of mutual interest.

**Article I**  
**DEFINITIONS**

1.1 Academic Year: A period of time for faculty appointments commencing no more than two weeks prior to the start of classes in the fall and ending no later than May 31 of each year.

1.2 Association: The term “Association” as used in this Agreement refers to the New Hampshire Higher Education Union, I.B.E.W. Local 2320, as the exclusive representative of the employees, as appropriate under the authority of RSA 273-A, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representative for such purposes. Further references to the Association in this Agreement means the New Hampshire Higher Education Union, I.B.E.W. Local 2320, as appropriate under the authority of RSA 273-A.

1.3 Association Representative: A member of the Association, who has been designated as a representative by the Association or a staff person of the Association.

1.4 Chancellor: The Chancellor of the Community College System of New Hampshire or an individual acting in that capacity as duly appointed by the Board of Trustees in accordance with RSA 188-F, as amended.

1.5 College President: The President of a Community College or an individual acting in that capacity as duly appointed by the Board of Trustees in accordance with RSA 188-F, as amended.

1.6 College: The term “College” as used in this Agreement refers to the administration and all facilities and properties now or hereafter established by the Community College System of NH. The colleges within the CCSNH currently include White Mountains Community College (“WMCC”), River Valley Community College (“RVCC”), NHTI, Concord’s Community College (“NHTI”), Lakes Region Community College (“LRCC”), Manchester Community College (“MCC”), Nashua Community College (“NCC”), and Great Bay Community College (“GBCC”).

1.7 CCSNH: The term “CCSNH” as used in this Agreement refers to the Community College System of New Hampshire, as established pursuant to RSA 188-F, as amended, and the Board of Trustees and/or the administration of the Community College System of New Hampshire. The CCSNH currently comprises seven independently accredited colleges and a System Office encompassing the Office of the Chancellor.

1.8 Common Academic Year Calendar: The CCSNH Common Academic Year Calendar shall designate the common semester start and end dates for faculty, start and end date for classes, holidays and time periods for semester breaks.

1.9 Covered Employee: The term “Covered Employee” as used in this Agreement refers to a full-time faculty appointed to the bargaining unit position whose wages, hours, and work conditions are negotiated through the collective bargaining agreement between the Association and the CCSNH, except where otherwise limited.

1.10 Covered Position: The term “Covered Position” as used in this Agreement refers to a full-time faculty bargaining unit position.

1.11 Full Time Faculty: The term “Full Time Faculty” as used in this Agreement refers to full-time, regular appointments to an academic rank in a college or academic division within the CCSNH as an Instructor, Assistant Professor, Associate Professor, or Professor. These positions are salaried appointments and are exempt under the Fair Labor Standards Act.

1.12 System Office: The term “System Office” shall refer to the Office of the Chancellor which provides centralized administration and oversight.

1.13 Adjunct Faculty: The term adjunct faculty as used in this Agreement refers to instructional appointments made by the administration of a CCSNH College. Adjunct faculty appointments and assignments are made on a semester by semester basis and are limited in duration to the particular semester for which the adjunct faculty is appointed. Adjunct faculty are not covered by the terms of this Agreement.

## **Article II** ***RECOGNITION***

2.1 The CCSNH recognizes the Association which shall serve as the exclusive representative of all employees in the bargaining unit with the exception of those employees excluded from the definition of public employee under the provisions of RSA 273-A:1, IX. The Association recognizes the responsibility of representing the interest of all employees in the bargaining unit-without discrimination for the purpose as set forth in this Agreement.

2.2 The CCSNH shall not enter into any agreements, regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group other than the Association as a representative of the employees in the bargaining unit.

2.3 Nothing in this section shall prevent the CCSNH from discussing matters of mutual concern with its employees.

2.4 The provisions of this Agreement shall be applied equally to all covered employees in the bargaining unit in accordance with state and federal law.

### **Article III** ***MANAGEMENT RIGHTS***

3.0 All rights and responsibilities of the CCSNH Board of Trustees which have not been specifically provided for or limited by this Agreement or limited by law shall be retained at the sole discretion of the CCSNH Board of Trustees, or as may be delegated. Except as modified by this Agreement, such rights and responsibilities shall include but are not limited to the following:

3.1 The right to manage, direct and control its programs, services, and operations in all particulars and to take such action as is necessary to maintain the efficiency and effectiveness of the CCSNH operations;

3.2 The right to direct, supervise, and train employees; to appoint, assign, schedule, transfer, evaluate, promote, and retain employees in positions; to determine qualifications, hiring criteria and standards of work; to establish standards of productivity and performance; to grant educational and other leaves; and to suspend, demote, discharge, or take other disciplinary actions against an employee;

3.3 The right to lay off employees due to lack of work, for budgetary reasons, organizational changes, or for other like considerations;

3.4 The right to determine the means, methods, budgetary and financial procedures, and personnel by which the CCSNH's programs, services, and operations are to be conducted;

3.5 The right to determine the organizational structure of the CCSNH and its colleges;

3.6 The right to take whatever actions as may be necessary to carry out the mission of the CCSNH and its colleges in situations of emergency, the determination of such situations to be the prerogative of the CCSNH, provided that the CCSNH shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit. For the purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the CCSNH and its colleges, the employee(s), or the general public.

3.7 The right to make rules, regulations, and policies and to require compliance therewith. Such rules, regulations, and policies shall be consistent with the provisions of this Agreement, as well as applicable State and Federal law.

3.8 The right to privatize or contract out programs, services, and operations as deemed appropriate to maintain a well-coordinated and efficient system of community colleges. For the purposes of this section,

the CCSNH agrees to provide the Association with forty five (45) calendar days prior notice and an opportunity to consult and offer alternatives prior to issuing a Request for Proposal (RFP) concerning contracting out or privatizing existing services that would result in the layoff of covered employees, a reduction in the base hours or wages of covered employees, or would result in a contract that would place covered employees under the supervision of a contractor. The CCSNH shall not prohibit any contractor from hiring unit employees unless law or ethics policies prohibit it.

## **Article IV** **ASSOCIATION RIGHTS**

### **4.1**     *CCSNH-Association Communication*

4.1.1 The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the employer and covered employees. It is agreed that the CCSNH Administration and Representatives of the Association shall endeavor to meet periodically to discuss and attempt to resolve matters of mutual interest. One such meeting may be called upon by request of the CCSNH Administration or the Association each semester and during the summer, with additional meetings as mutually agreed upon. Such meetings shall be in addition to any meetings of the Labor Management Committee. Agendas shall include items of mutual interest and shall be agreed upon within seven (7) days of such meetings.

4.1.2 The CCSNH shall furnish reasonable locations and space on bulletin boards for the use of the Association. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association, or its committees, Association meetings notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Association shall not post any materials which are obscene, defamatory, or impair the operation of the CCSNH or its colleges; or which constitute partisan, political campaign material. Where the CCSNH finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the Association or any representative. If such consultation does not resolve the CCSNH's objections, the material in question shall be promptly removed from the bulletin board by the Association. The matter will then be immediately referred to the grievance procedure for resolution. Where the Association posts material on bulletin boards in violation of this Agreement, the CCSNH may require advance approval of all future material to be posted.

4.1.3 The CCSNH agrees to allow the Association, CCSNH Stewards, and Chapter Officers and the covered employees to utilize its messenger mail service and electronic mail system(s) for the duration of this Agreement for internal Association business, provided that said mailings are clearly identified as the business of the Association and that such use of the electronic mail system(s) is conducted in accordance with the CCSNH computer use policies and procedures.

4.1.4 Covered employees shall be provided a new employee orientation within thirty (30) calendar days of hire. The CCSNH shall inform covered employees that the Association is the exclusive representative of all covered employees and provide information on all benefit programs provided by the CCSNH. The Association shall be allowed to make a presentation at orientations offered by the CCSNH for new covered employees. The orientation may be presented in written form, by video, in person or by any combination of presentation methods, at the sole discretion of the Association. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person or such other representative, as may be designated by the Association. If an Association representative is unable to attend the orientation, an Association representative shall have access to all new covered employees for up to one half hour at the

convenience of the CCSNH within thirty (30) calendar days following the orientation. The CCSNH agrees to distribute informational packets provided by the Association to new covered employees.

4.1.5 The CCSNH agrees to provide payroll deduction information to the Association on a mutually agreed upon format at least biweekly for the administration of dues deductions and Association programs. In addition, the CCSNH shall notify the Association of all newly hired covered employees, the names and business addresses of all covered employees, and employees who have terminated employment at least monthly on a computer disk, or other mutually agreed format. These reports shall include, at least, the following:

- employee's name
- employee's home address for Association members only
- employee's work e-mail address, if applicable
- employee's CCSNH identification number
- employee's payroll number
- employee's labor grade and step
- employee's salary schedule
- employee's business address
- employee's job classification
- employee's date of employment

4.1.6 The Association shall provide a written notice to the CCSNH that is suitable for inclusion in the "check message" on employee paychecks/advices that informs covered employees that the Association is the exclusive bargaining representative and therefore requires access to the covered employee for Association correspondence. The CCSNH agrees to place the message on employee paychecks/advices quarterly at the request of the Association.

4.1.7 CCSNH shall permit the Association to post meeting notices on the College's weekly or monthly calendars.

4.1.8 Access to CCSNH Intranet Website: The CCSNH agrees to provide the Association access to the CCSNH intranet website, on a read-only basis. Such access shall be provided to the Association in a manner that preserves the security and integrity of the CCSNH system.

## 4.2 *Association Business*

4.2.1 The internal business of the Association shall be conducted by covered employees in a manner so that it does not interfere with the employee's responsibilities.

4.2.2 Covered employees as individuals and employee representatives of the Association shall be permitted to participate in conferences or meetings with a representative of the CCSNH regarding grievance step meetings or consultation meetings under this Article or Article VII with adequate release time and no loss of pay or other penalties. Such meetings shall be scheduled at times which shall not unreasonably interfere with the operations of the CCSNH or its colleges.

4.2.3 Association staff persons shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate College President or designee(s) stating the reason(s) for such visitations. Permission shall not be unreasonably denied.

4.2.4 The CCSNH shall grant such covered employees as may be designated by the Association a cumulative total of twelve (12) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions, conferences, or training sessions relative to labor relations or Association affiliations. Time off shall be limited to two (2) days per Association designee for each such request. All requests shall be submitted to, and approved by, the CCSNH Director of Human Resources for timely notification to the appropriate college that the leave has been approved and shall be awarded.

4.2.5 The CCSNH shall grant five (5) working days of union leave for two (2) duly elected representatives of the Association to attend the quinquennial (every 5 years) convention of the International Brotherhood of Electrical Workers. The Association shall provide the CCSNH with not less than sixty (60) days' notice of the dates for this leave and the name of the selected representative. The CCSNH shall not be responsible for any travel or other costs and shall bear no liability, including workers' compensation, for any covered employee associated with participation in this event.

4.2.6 The CCSNH shall approve reasonable preparation time for negotiations, not to exceed one day per week until a new collective bargaining agreement is tentatively agreed upon, for up to seven (7) members of the Association's CCSNH bargaining team. All preparation time and negotiation time shall be without loss of accrued leave time or regular pay to any covered employee. Preparation sessions shall not commence before September 1<sup>st</sup> prior to the expiration of this Agreement. Reasonable accommodations to work schedules shall be made for each of the members of the Association bargaining team. During negotiations, bargaining team members shall, unless upon mutual agreement, have their bargaining team role considered as part of their non-instructional responsibilities within Institutional/CCS/Student/Community Service.

4.2.7 Board of Director's Leave: The CCSNH shall authorize up to forty-eight (48) hours per year for one person without loss of time or regular pay for a director and/or officer of the Board of Directors for the New Hampshire Higher Education Union, IBEW Local 2320, for the purpose of attending meetings of the Board of Directors. The employee shall give a seven (7) calendar days' notice for use of such leave.

4.2.8 President's Leave: The CCSNH shall authorize a leave of absence with pay for the President of the New Hampshire Higher Education Union, IBEW Local 2320. The leave of absence with pay shall be taken for a two-year period beginning two (2) weeks after written notice by the Association to the Chancellor and the Director of Human Resources.

During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, rights, benefits, and seniority as a CCSNH employee except that all leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from the leave of absence, the President shall resume earning leave at the rates appropriate to his/her service at the time of return. The CCSNH agrees that there shall be no action taken with respect to the President or the President's CCSNH position prior to or following his/her return from the leave of absence because of his/her legal union activities.

The Association agrees to reimburse the CCSNH for the full cost of the wages and benefits for the President, and to indemnify the CCSNH against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation.

#### 4.3 *Use of Facilities*

4.3.1 The Association shall be allowed the reasonable use of the CCSNH facilities for meetings, functions, or activities directly related to its position as the recognized representative for CCSNH covered employees without charge. The use of CCSNH facilities shall be subject to the following conditions:



- a. Such CCSNH facilities are available and their use for such meetings would not conflict with the CCSNH's business.
- b. Such approval is granted in advance and shall be subject to such other reasonable conditions as may be imposed by the CCSNH.
- c. Such approval, if given, will be limited to CCSNH covered employees, and Association staff members and guests.
- d. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the CCSNH's facilities that are otherwise available for public use.
- e. Such approval by the CCSNH will not be unreasonably withheld.

4.3.2 The Association may request use of CCSNH facilities for meetings and functions associated with broader Association activities, not directly related to the CCSNH. Such requests shall be processed in accordance with institutional policies and procedures related to public facility usage by a non-profit and/or tax exempt organization.

#### 4.4 *Association Dues & Agency Fee*

4.4.1 Membership within the Association is optional and shall be made at the discretion of the employee. Non-members may be responsible to the Association for the cost of services and direct representation, including attorney fees, provided by the Association on behalf of the non-member, to the fullest extent permitted by law.

4.4.2 The CCSNH agrees to deduct, in equal installments, the regular annual membership dues of the Association from the pay of each full-time covered employee of the bargaining unit, who indicates in writing that he/she wishes such deductions to be made. The Association will provide the CCSNH with the completed payroll deduction authorization form as authorized by the covered employee. Such payroll deductions shall be put into effect as soon as practicable.

4.4.3 The amount to be deducted shall be certified by the Association to the CCSNH. Remittance to the Association shall be made in accordance with the established payroll procedures of the CCSNH. When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Chancellor, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

4.4.4 Any change from dues paying membership must be made by the covered employee during the fifteen (15) calendar day period commencing with the employee's anniversary date of employment. Such requests must be made in writing to the Association and shall be addressed to:

*NH Higher Education Union, IBEW Local 2320  
46 Third Street  
Manchester, NH 03102*

4.4.5 The Association shall be allowed the use of such payroll deductions as may be necessary for any group program(s) in addition to a dues deduction.

4.4.6 The Association shall hold the CCSNH harmless should any dispute arise between the Association and the CCSNH as a result of the administration of this section.

#### 4.5 *Association Representation*

4.5.1 The CCSNH agrees to recognize seven (7) bargaining unit stewards, which shall consist of one (1) steward at each CCSNH college, as duly authorized by the Association to perform duties on behalf of the Association. Recognized stewards shall serve to represent members within their appointed bargaining unit.

4.5.2 Each steward shall be assigned to a CCSNH college. In the absence of a college's assigned bargaining unit steward and Association representative, a bargaining unit steward may represent members at another CCSNH college. Additionally, upon mutual agreement between the CCSNH Director of Human Resources and the Association, a bargaining unit steward may represent a bargaining unit member at another CCSNH college when such representation is deemed necessary due to reasonable extenuating circumstances.

4.5.3 The Association shall furnish the CCSNH Director of Human Resources with a list of the Stewards representing the CCSNH covered employees by September 1 each year. Updated information pertaining to Steward appointments shall be provided as applicable. The CCSNH agrees there shall be no discrimination against any Steward because of his or her duties as an Association official or member.

4.5.4 The CCSNH shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, and make reasonable adjustments to the Steward's workload, to permit the Steward to carry out his/her responsibilities in accordance with the provisions of this Agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. Each Steward, before carrying out his/her responsibilities in accordance with the provisions of this Agreement, shall first obtain the consent of his/her immediate supervisor, which shall not be unreasonably withheld. Upon entering a work area other than his/her own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.

4.5.5 The CCSNH will not bear any expense, other than with respect to the Steward's time involved during regular duty hours, for the functions of any Steward. The Association shall reimburse the CCSNH for any other expense to the CCSNH incurred as a result of the Steward's function.

4.5.6 The CCSNH shall authorize up to three (3) days off in each contract year, without loss of time or pay for each CCSNH Steward to attend Association training program(s). The Association shall notify the CCSNH not less than twenty-one (21) calendar days in advance of such proposed training program(s).

4.5.7 A covered employee shall be entitled to Association representation at 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, as set forth in Article XVI. The Association representative's role at an investigative interview or meeting is to consult with the employee. The CCSNH is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten", "Garrity", and "Loudermill" and other applicable case law shall be observed.

4.5.8 Whenever a Steward reasonably believes that he/she is a witness or material participant in a grievance procedure, another bargaining unit Steward shall perform the duties of the Steward in that particular grievance.

4.6. The CCSNH shall make available to the Association information needed for collective bargaining with the following stipulations:

4.6.1 All requests will be made in writing to the CCSNH Director of Human Resources.

4.6.2 Such information will be made available within reasonable time frames, normally within twenty-one (21) calendar days of said request. Requests requiring special programming or summary work may exceed the twenty-one (21) calendar day standard.

4.6.3 The CCSNH will not be responsible for reformatting data already publicly available.

4.6.4 The Association shall pay for copying costs when requested by the CCSNH.

4.6.5 This process is to be used only for requests for information needed for collective bargaining and is not intended to abrogate the right of the Association or the covered employees to make requests for information pursuant the RSA 91-A, the NH Right to Know Law.

## **Article V**

### ***CONSULTATION and LABOR MANAGEMENT COMMITTEE***

5.1 It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining, and providing further that the Parties may mutually agree to discuss any subject matter not otherwise addressed by a Labor Management Committee as described in subsection 5.3 below.

5.2 A request for consultation may be submitted by either Party in writing, stating the reason for the meeting and the agenda or topic of consultation. Consultation requests by the Association shall be made to the Chancellor or to the appropriate College President by either the President or designee of the Association. Consultation requests by the CCSNH shall be made to the President of the Association.

5.2.1 A mutually agreeable meeting date shall be established providing that such date shall be within twenty-one (21) calendar days of receipt of the written notice. The time limit may be extended by mutual agreement.

5.2.2 An Association full-time faculty member shall represent the bargaining unit alone, or with not more than seven (7) employees of the bargaining unit. The Association will state the names and work areas of the covered employees, if any, who are to attend the meeting. Representatives of the CCSNH shall meet with the Association representatives. The CCSNH Director of Human Resources will attend such consultations whenever feasible providing that his/her attendance may be specifically requested and complied with by notice of either the Association or the CCSNH.

5.3 The Parties agree to establish a CCSNH Labor Management Committee consisting of not more than eight (8) representatives of the CCSNH management team, one of whom shall be the Director of Human Resources, and not more than eight (8) representatives as designated by the Association, one of whom shall be a NHHEU staff member. The purpose of the Committee shall be to ensure the application, clarification,

and administration of this Agreement. The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement. The Committee shall have the authority to issue interpretive bulletins to that end.

5.4 The Parties agree that fostering open communication about workplace matters relating to the employment relationship is desirable. Therefore, notwithstanding Article 3.1 of this agreement, the Chancellor and each College President through an appropriate administrative structure shall effectively manage his/her institution so as to fulfill its purposes and objectives and establish the means to assess and promote institutional effectiveness. Each college and the System Office shall establish and maintain institutional mechanisms and procedures that include consultation with faculty, staff, and administrators, and are appropriately responsive to their concerns, needs, and initiatives.

## **Article VI**

### ***ACADEMIC FREEDOM & PROFESSIONAL RESPONSIBILITY***

6.1 The CCSNH and the Association endorse the principles and standards of academic freedom and academic responsibilities, professionalism, and freedom of expression generally and traditionally accepted in public institutions of higher education. Therefore, as an academic community committed to teaching and service excellence, the CCSNH fosters a professional atmosphere that promotes the highest standards of professional conduct and integrity. To ensure students within the CCSNH are provided with a quality education and services, it is expected that faculty are aware of and comply with their professional duties and responsibilities to demonstrate the highest standards of professional behavior; to exercise professional judgment; to perform official duties effectively, efficiently, and with honesty, integrity, and fairness; to be conscious of the need for the equitable treatment of all students; and to use institutional resources economically.

#### *6.2 Freedom of Expression*

6.2.1 Progress on addressing matters of concern within an academic community requires the free and open exchange of ideas, approaches, and points of view. Accordingly, the CCSNH is committed to an environment in which free expression is the right of every member of the college community. It is likewise essential that such expressions of points of view be conducted in a climate of mutual respect, with due regard for the rights of others and in a responsible manner that prevents disruption and permits the efficient and effective operations of the CCSNH.

6.2.2 In his/her role as a citizen, every member of the CCSNH community has the same freedoms as other citizens. However, in his/her external communications he/she has an obligation to make every effort to indicate that he/she is not an institutional spokesperson. Nothing herein shall be construed as an abridgement of the rights guaranteed to every member of the CCSNH community by the constitutions of the United States, or the State of New Hampshire.

#### *6.3 Academic Freedom*

6.3.1 The Parties agree to promote public understanding and support of academic freedom. Institutions of higher education are conducted for the common good and not to further the interest of either the individual covered faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

6.3.2 Academic freedom is the right of scholars and teachers in institutions of higher education to freely study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

6.3.3 The faculty member is entitled to full freedom in research and in the exhibition, performance and publication of the results of the faculty member's research, to full freedom in the classroom in discussing the faculty member's subject, and, most specifically, in the selection of the faculty member's classroom materials including the selection of texts (unless the text is prescribed by mutual agreement of the faculty of a department). The faculty member is entitled to discuss controversial issues. As both a faculty member and scholar, the faculty member recognizes the professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

6.3.4 A faculty member has the right to pursue work or other activities outside the College, provided such work or activities do not interfere with the discharge of the faculty member's duties and responsibilities.

#### 6.4 *Academic Responsibilities*

6.4.1 Academic freedom carries with it correlative responsibilities. The faculty member has the responsibility to the faculty member's colleagues and the College community to preserve intellectual honesty in the faculty member's teaching and research. The faculty member respects the free inquiry of the faculty member's associates and avoids interference in their work.

6.4.2 The college faculty member is a citizen and a member of a learned profession affiliated with an educational institution. When the faculty member speaks or writes as a citizen, the faculty member should be free from institutional censorship or discipline. As a person of learning, affiliated with an educational institution, the faculty member should remember that the public may judge the faculty member's profession and the faculty member's utterances. Hence, the faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate when the faculty member is not an institutional spokesperson. Institutions of higher education are committed to the search for truth and knowledge and to contributing to the solution of problems and controversies by the method of rational discussion.

### **Article VII** ***GRIEVANCE AND ARBITRATION PROCEDURES***

7.1 The parties agree that the orderly process hereafter set forth shall be the method for resolving grievances and disputes arising with respect to the interpretation or application of any provision of this Agreement and deliberations regarding employee discipline shall be pursued in a confidential manner. It is the objective of the parties to encourage and facilitate the prompt and equitable resolution of grievances and to attempt to do so at the lowest possible level. No member of the bargaining unit shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.

#### 7.2 *General Provisions*

7.2.1 A "grievance" is any dispute or difference concerning the interpretation, application, or alleged violation of an Article of this Agreement.

7.2.2 A grievance shall be filed within twenty-one (21) calendar days from the time the grievant knew or should have known of the alleged violation. A grievance is considered to be formally filed when it is submitted to Step One, or other appropriate Step, of this procedure.

7.2.3 A grievance may be initiated by a covered employee or a group of covered employees of the bargaining unit, by the Association, or by the CCSNH.

7.2.4 The Association shall have the right to file a grievance involving a management action which affects Association members and is alleged to be a violation of the Agreement. A grievance initiated by the Association shall be filed directly with the Chancellor and shall be considered a Step III appeal.

7.2.5 A grievance initiated by the CCSNH against the Association or its members shall be served directly upon the President of the Association and shall be considered a Step III appeal.

7.2.6 Failure of the Grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be considered acceptance by the Grievant of the decision rendered at the preceding step.

7.2.7 Failure on the part of the CCSNH to comply with the time limit requirements of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

7.2.8 The time limits prescribed in this article may be extended by mutual agreement between the grievant and the CCSNH. In the event that a time limit expires on a Saturday, Sunday, or holiday, such time limit shall be extended to the next regular business day.

7.2.9 A Grievant may withdraw his or her grievance at any point in this procedure.

7.2.10 A Steward may assist a grievant in processing a grievance. In so doing, the Steward shall be given the opportunity to discuss the matter with the grievant and such other employees who may have information bearing on the matter, prior to presenting the grievance. A staff person or representative of the Association may substitute in the place of or participate in addition to any Steward in this procedure.

7.2.11 Grievances shall be investigated and handled to minimize interference with the regular work schedule(s) and institutional operations.

7.2.12 Any resolution of a grievance shall not be inconsistent with the terms of the Agreement.

7.2.13 No grievance resolved through the informal process shall constitute a precedent for any purpose unless agreed to in writing by the CCSNH and the Association.

7.2.14 Nothing in this Article shall be construed as an abrogation of the right of any covered employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A:11(a).

### 7.3 *Grievance Procedure - Informal Stage*

7.3.1 It is expected that a covered employee shall attempt to resolve the concern expeditiously by discussing the disputed matter in an informed and informal manner with the parties directly involved.

### 7.4 *Grievance Procedure – Formal Stage*

#### 7.4.1 Step One – Grievant and Vice-President of Academic Affairs

- a. If the problem is not resolved during the informal stage and the employee and/or the Association feels further review is justified, a formal written grievance may be submitted to the Vice-President of Academic Affairs having administrative responsibility for the Grievant. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint.
- b. The formal grievance shall be filed within twenty-one (21) calendar days from the time the Grievant knew or should have known of the alleged violation.
- c. The Vice-President of Academic Affairs shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within twenty-one (21) calendar days from the date of filing of the Step One grievance.
- d. The Vice-President of Academic Affairs shall notify the grievant or his/her representative and his/her immediate supervisor in writing of the decision reached within twenty-one (21) calendar days after the meeting.
- e. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

#### 7.4.2 Step Two – Grievant and College President

- a. If, subsequent to the receipt of the Vice-President of Academic Affairs' decision, the Grievant and/or the Association feels further review is justified, a formal written grievance may be submitted to the College President, or his/her designee, within twenty-one (21) calendar days from the date of the written decision rendered in Step One. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint and the decision(s) rendered through the grievance proceedings.
- b. The College President shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within twenty-one (21) calendar days from the date of filing of the Step Two grievance.
- c. The College President shall notify the employee or his/her representative and his/her Vice-President of Academic Affairs in writing of the decision reached within twenty-one (21) calendar days after the meeting,
- d. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

### 7.4.3 Step Three – Grievant and Chancellor or Designee

- a. If, subsequent to the receipt of the decision rendered in Step Two, the Grievant and/or the Association feels that further review is justified, a formal written grievance may be submitted to the CCSNH Chancellor or his/her designee within twenty-one (21) calendar days from the date of the written decision. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint and the decision(s) rendered through the grievance proceedings.
- b. The Chancellor or his/her designee shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Absent exigent circumstances, such meeting shall be scheduled within twenty-one (21) calendar days from the date of filing of the Step Three grievance.
- c. The Chancellor or his/her designee shall notify the Association, the Grievant and the College President in writing of the decision reached and reasons therefore within twenty-one (21) calendar days after the meeting.

## 7.5 Arbitration Procedure

7.5.1 Any grievance arising out of the interpretation, application, or alleged violation of this Agreement which has not been satisfactorily adjusted under the grievance procedure may be submitted for arbitration by the Association within forty-five (45) calendar days of the Chancellor's/designee's decision.

7.5.2 Arbitration shall be conducted by an external, qualified arbitrator, mutually agreed to by the CCSNH and the Association, pursuant to the rules of the American Arbitration Association (AAA). The procedure for the selection of the arbitrator will be as follows:

- a. The CCSNH and Association shall communicate promptly to choose the arbitrator no later than twenty-one (21) calendar days from the date of the demand for arbitration. If a mutually agreed upon selection cannot be made within such twenty-one (21) day period, then either party may request a list from the American Arbitration Association and selection shall be made in accordance with the rules of the American Arbitration Association.
- b. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award, and to fashion the appropriate remedy. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the arbitrator shall first decide that issue and determine whether to hear the substance of the case. The arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.
- c. Each party shall bear the expense of its witnesses and for preparing and presenting its own case. The compensation and expenses of the arbitration and the arbitrator shall be assessed by the AAA and the arbitrator and shall be shared equally by the CCSNH and Association.



7.5.3 The CCSNH, the Association, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties. The CCSNH and the Association, however, retain rights to challenge the decision of the arbitrator, as provided for by law. Such appeals shall be filed to the Superior Court within forty-five (45) calendar days from the date of the written notice of the arbitrator's decision. In the event that an appeal is made to the Superior Court, the provisions of RSA 542, as amended, shall apply.

7.5.4 Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

### **Article VIII** ***WORK YEAR AND SCHEDULES***

The work periods defined below designate the time span within which the obligations of the positions covered by this Agreement are to be carried out to provide services that meet the CCSNH's mission and objectives.

#### *8.1 Faculty*

8.1.1 Faculty assigned to 12 month appointments shall work year round, with due allowances for authorized holidays and use of accrued leave.

8.1.2. Faculty assigned to 10 month appointments shall be assigned to an academic year which shall commence no more than two weeks before the start of the Fall semester classes and end no later than May 31, with due allowances for semester breaks, authorized holidays, and use of accrued leave. The authorized holidays, semester breaks, and days of work/responsibility for full-time faculty assigned to a ten (10) month appointment are established in the CCSNH common academic year calendar.

### **Article IX** ***PROBATIONARY PERIOD and FACULTY INITIAL APPOINTMENT***

9.1 The probationary period shall be considered an integral part of the process of appointment for full-time faculty. The probationary period will be utilized to train and evaluate the faculty member's effective adjustment to professional responsibilities, instructional and non-instructional duties, conduct, observance of rules, and attendance.

9.2 Any full-time faculty member hired into the bargaining unit on or after the signing of this Agreement must successfully complete a probationary period and/or appointment period as indicated in this Article. The probationary periods for new hires, rehires, promotions, and voluntary transfers are established as follows:

9.2.1 All full-time faculty shall be subject to a twelve (12) month contiguous probationary period commencing upon the date of hire.

9.2.1.a At the successful conclusion of the designated probationary period, a full-time faculty member shall be appointed to an initial term of one (1) year. CCSNH may dismiss or non-renew a faculty member during the initial one (1) year term appointment, provided such

action is not arbitrary or capricious. Notification of non-renewal shall be provided by May 15 for faculty appointments commencing in the summer or fall semester and by November 15 for faculty appointments commencing in the spring semester.

9.2.1.b Notwithstanding any rule to the contrary, exceptions to the initial one (1) year appointment may be considered in extraordinary circumstances due to exemplary teaching effectiveness. Requests for regular appointment at the end of the faculty member's probationary period may be submitted in writing by the College President to the Chancellor for final determination.

9.2.2 A full-time probationary faculty member who voluntarily applies for a vacant position prior to the completion of his/her probationary period shall be required to begin a new probationary period for the new position.

9.2.3 A full-time probationary faculty member who is involuntarily transferred to a vacant position within his/her current college shall be not required to begin a new probationary period.

9.3 Any interruption of employment during the probationary period shall not be counted toward accumulation of required time of the probationary period unless otherwise required by law.

9.4 At any time during the probationary period an employee may resign without prejudice or an employee may be discharged without cause. An employee who is disciplined or discharged during the probationary period shall not have recourse through the grievance or arbitration provisions of this Agreement.

## **Article X** **FACULTY WORKLOAD**

### *Faculty Workload Preamble*

Faculty workload is a balance of instructional and non-instructional responsibilities. The general workload responsibilities of full-time faculty include teaching and learning, academic contributions to a department and/or the college, service to students, service to the college, CCSNH, and external community, and professional growth and development. The intent of this article is to establish workload boundaries and guidelines and to ensure equitable treatment of faculty across all CCSNH colleges. Workload is calculated over an academic year to allow faculty and the CCSNH maximum flexibility.

#### 10.1 *Definitions*

10.1.1 **Contact Hour:** Fifty (50) minutes of instruction per week for the period of an academic semester (or its equivalent), including lecture, seminars and labs. Courses offered in alternative formats (online courses, e.g.) will be assigned the same contact hours as allotted to the course when offered in a conventional face-to-face delivery mode.

10.1.2 **Clinic:** Direct, continuous, and on-going supervision and education in a designated site.

10.1.3 **Co-ops/Internships/Practica/Field Experiences:** Indirect, periodic, and ongoing educational oversight of students in a designated site.

10.1.4 **Instructional:** Those activities focused on teaching and learning responsibilities. These would include but are not limited to, instructional preparation, teaching, grading, assisting

students, advising, tutoring, maintaining accessibility and availability to assist students outside of the classroom/lab/clinic, curriculum/program development, and contributing to the academic infrastructure (college, department and program).

10.1.5 Non-instructional: Those activities which take place outside of teaching and classroom responsibilities. These would include but are not limited to responsibilities that support the institution and CCSNH in achieving its goals such as serving on committees, mentoring, recruiting and retention activities, supporting program review, accreditation, and administrative functions, serving as an advisor to student activities/organizations, participating in student sponsored functions, and engaging in external relations/activities, and professional development activities.

10.1.6 Assigned Overload: An assigned overload consists of contact hours assigned by management to a full-time faculty appointment in excess of the maximum contact hour range for the academic year (36). Upon verification of an overload status for the academic year, payment shall be rendered in accordance with the overload faculty pay schedule and will be paid during the spring semester of the designated academic year.

10.1.7 Faculty Elected Overload: Faculty elected overload consists of contact hours that a full-time faculty member voluntarily elects to teach in excess of his/her assigned instructional load for the designated semester. Faculty elected overload may not exceed the contact hour limits set forth in Article 10.3.5 of this Agreement.

## 10.2 *Calendar for Academic Year Faculty*

10.2.1 Under the common academic calendar for the CCSNH, full-time faculty will begin no more than two weeks before the start of the Fall semester classes and will end their responsibility on the last day of the Fall semester. Effective the Spring 2019 semester, faculty will return for the Spring semester no earlier than thirteen (13) calendar days before the start of Spring semester classes and will end their responsibility one week after the last day of the Spring semester, but not later than May 31. The last day of a semester shall be designated as the day on which grades are due. The start and end of the Summer term shall be determined by each college.

10.2.2 At the discretion of the College, a faculty member may work a schedule that substitutes the Summer term for either the Fall or Spring semester, provided that the Summer commitment is equivalent in instructional and non-instructional responsibilities to the semester it replaces.

10.2.3 Faculty are responsible for submitting grades on the date designated at the conclusion of each semester.

10.2.4 Attendance at Commencement and commencement activities is required, even if the date falls on a day outside of the calendar as defined in 10.2.1 above. Exceptions to this provision may be made by the President of the college for emergencies and extenuating circumstances.

10.2.5 Attendance at Open House(s), Orientation(s) and/or Registration(s) shall be required, as deemed appropriate by the Vice-President of Academic Affairs, in consultation with the designated Academic Department Chair. Consideration shall be given to faculty for emergencies and extenuating circumstances.

10.3 The general full-time faculty workload consists of instructional and non-instructional responsibilities identified in three areas, with the most significant of those focused on teaching and learning. Faculty workload assignments are the responsibility of the Vice-President of Academic Affairs,

in consultation with the Academic Department Chair and the faculty member. Faculty workload assignments may vary to accommodate college, departmental, and/or programmatic goals, objectives and priorities, enrollment demands, student needs, and/or other circumstances. The specific faculty workload areas include but are not limited to:

- Instructional/Teaching & Learning (70% - 85%) - Includes workload responsibilities associated with instructional methodologies and serving students such as: teaching, planning, evaluating, tutoring, advising, assisting students, curriculum/program development, academic contributions, and availability and access for students.
- Institutional/CCS/Student/Community Service (10% - 30%) - Includes responsibilities that support the institution and CCSNH in achieving its goals such as serving on committees, mentoring, recruiting and retention activities, supporting program review, accreditation, and administrative functions, serving as an advisor to student activities/organizations, participating in student sponsored functions, and engaging in external relations/activities.
- Professional Growth and Development (up to 5%) - Includes workload responsibilities associated with maintaining currency in one's teaching discipline, maintaining industry-specific licensures and/or professional certifications and addressing growth and change such as participating in development activities contributing to one's profession.

10.3.1 All full-time faculty will be assigned to teach, in either traditional or non-traditional learning modes, 15-18 contact hours each semester, or its equivalent in a pro-rated semester format, for a total of 30-36 contact hours for the Fall and Spring semesters. However, see also 10.2.2 above for substitution of Summer for Fall or Spring semester.

10.3.2 Full-time faculty shall be assigned no more than three (3) preparations per academic semester. Faculty members may be assigned additional preparations in order to achieve the contact hour load as designated in 10.3.1. In a lecture/lab course, the lecture and lab will be treated as one and one half (1.5) preparations when an instructor teaches the lecture and the lab for the designated course. If an instructor teaches the lecture only or the lab only, in conjunction with another instructor, each will be treated as a separate preparation. A faculty member with high numbers of preps (by usual department standards) may request teaching at the lower end of the contact hour range. Final decisions on the above will rest with the Vice-President of Academic Affairs.

10.3.3 The following standards will apply in defining a contact hour:

<b>Instructional Mode</b>	<b>Contact Hour Formula</b>
Lecture	1 lecture contact hour = 1 contact hour
Laboratory	1 laboratory contact hour = 1 contact hour
Seminar	1 seminar contact hour = 1 contact hour
Studio	1 studio contact hour = 1 contact hour
Clinical	1 clinical contact hour = 1 contact hour
Practicum	0.5 contact hour per student supervised. Associated seminar hours and other forms of formal instruction will carry no contact hours. The Vice-President of Academic Affairs, in consultation with the designated Department Chair and faculty member, may increase the 0.5 contact hour rate based upon the practicum workload.

Internship/Co-op	0.3 contact hour per student monitored. Associated seminar hours and other forms of formal instruction will carry no contact hours. The Vice-President of Academic Affairs, in consultation with the designated Department Chair and faculty member, may increase the 0.3 contact hour based upon the internship/co-op workload.
Online Course	Contact hours normally allocated for face to face instruction in same course
Shared Courses	Percentage of contact hours allocated to each instructor, as appropriate.

10.3.4 Based upon student load, including the number of assigned advisees, an adjustment to the faculty instructional workload may be made by the Vice President of Academic Affairs, in consultation with the designated Department Chair, and faculty member. A faculty member may be required to teach at the top of the contact hour range to adjust for low student numbers (by usual departmental standards). Conversely, a faculty member with high numbers of students (by usual departmental standards) may request teaching at the lower end of the range. Final decisions on the above will rest with the Vice President of Academic Affairs.

10.3.5 A full-time faculty member may not teach as faculty elected overload in excess of nine (9) contact hours per semester over and above the assigned instructional load for that semester. A Department Chair or Program Coordinator may not teach as faculty elected overload in excess of six (6) contact hours per semester over and above the assigned instructional load for that semester. Exceptions to the above may be granted by the VPAA at the request of the Department Chair if in the best interests of the Department.

10.3.6 With the approval of the VPAA, a faculty member may teach fewer than the minimum fifteen (15) contact hours in the Fall semester, if the faculty member is scheduled to make up those hours in the subsequent Spring semester. Conversely, with the approval of the VPAA, a faculty member may teach fewer than the minimum fifteen (15) contact hours in the Spring or Summer semester if the faculty member has compensated for that underload with additional contact hours in the previous Fall semester.

10.3.7 Faculty may receive a temporary reduction in instructional workload for special college or departmental projects at the discretion of the college President or his/her designee.

10.3.8 Each CCSNH college shall issue a letter no later than May 15 each year to each full-time faculty member stating the instructional assignments for the subsequent Fall semester and the continuing non-instructional responsibilities for the subsequent academic year. Likewise, the college shall issue a letter no later than November 15 each year to each full-time faculty member stating the instructional assignments for the subsequent Spring semester. In each case, the letter shall state the course and numbers of sections expected to be taught in the following academic semester. In the event that circumstances dictate a change of instructional assignments, the college shall notify the instructor, in writing, of all changes as soon as possible. Full-time faculty shall be notified in writing of new non-instructional assignments at the start of the semester.

10.3.9 Each CCSNH college agrees to assign instructional assignments, including overload assignments, to faculty on an equitable basis, taking into consideration the qualifications of faculty members in each academic department and the possible reduced instructional load for the Department Chair. Therefore to the extent possible all faculty within the academic department will have the same or nearly the same instructional workload.

10.3.10 Full-time faculty are expected to be available and accessible to students to support student learning through assisting and advising students. This availability and accessibility may occur during faculty office hours, or it may take place via telephone, email, electronic chats, on-site meetings, video teleconference or other methods, as appropriate for the course delivery mode and the technology used by the faculty member. Faculty are expected to maintain office/availability hours that are reasonable and convenient so as to provide effective and regular access for students. Hours of availability, office location, instructor phone number, and email shall be established for the designated semester and be posted on the faculty member's office door and on the through the course handout/syllabus and provided to their Department Chair and the college's Office of Academic Affairs.

10.4 Faculty Non-Instructional/Service Workload is critical to the education of students outside of formal instruction and to services that the college provides to the local community, students and CCSNH. The VPAA, in consultation with the Department Chair and the faculty member, will determine a reasonable non-instructional workload. The following non-instructional/service responsibilities include but are not limited to:

10.4.1 Service to the Department, College, Students, or System, which includes, but is not limited to:

- a. Assigning mentoring (e.g., adjunct faculty);
- b. Serving on and participating in college, division, department or system-wide-governance, ad hoc, standing committees or task forces;
- c. Preparing grant proposals for the department, college or system;
- d. Participating in the improvement and development of academic programs and resources, including recruitment;
- e. Participating in the accreditation process;
- f. Assisting in seeking contacts with employers for the development of internships, co-op experiences, practica, clinics;
- g. Actively assisting in departmental needs: equipment inventory and orders, course scheduling, new faculty orientation, reviewing placement tests, attending open houses, etc.;
- h. Participating in the development of Day/DCE/Business Training programs and courses;
- i. Providing contacts/linkages with business and industry when appropriate in developing new programs or courses;
- j. Sharing new teaching and learning methodologies with peers through the presentation of workshops, position papers, etc.;
- k. Exhibiting academic creativity in attracting revenues through new programs, workshops, grants, etc.;
- l. Promoting/participating in articulation initiatives (i.e. school-to-work, transfer);
- m. Participating in campus-wide functions such as Campus Day, Open House, Parents' Weekend, etc.;
- n. Contributing to institutional/System enhancements and enrichment, for example, bringing speakers and/or groups to the campus, promoting cross-campus activities, etc.;
- o. Attending meetings and maintains contact with Departmental Advisory Boards.
- p. Engaging in the Admissions process within the faculty member's academic department including contacting prospective students, participating in interviews, preparing admissions material (brochures, flyers, public relations activities related to Admissions, promoting the college through various events & activities).
- q. Serving as an advisor to student activities and organizations;
- r. Participating in the orientation process, including participation in orientation programs, providing departmental/institution overview, and creating a welcoming atmosphere for new students.
- s. Overseeing student cultural, athletic, entertainment or community service projects.

- t. Participating actively in or demonstrates support for various student sponsored functions.
- u. Engaging in community service through volunteering professional expertise to his/her local community (e.g. schools, community centers, health care facilities, adult learning centers, etc.)

10.4.2 Professional Development: Professional development activities as proposed by the faculty member, Department Chair, or VPAA and approved by the VPAA (see also Faculty Evaluation) which may include but are not limited to:

- a. Related graduate study;
- b. Related in-service training;
- c. Research and other college recognized contributions to a faculty member's area of competence;
- d. Participating in college recognized professions associations, including teachers' organizations.
- e. Participating in panels, courses or workshops locally, regionally and/or national.
- f. Participating as a member of an accreditation visiting team;
- g. Participating as a member of a professional board or advisory board;
- h. Participating in departmental or institutional self-studies.

10.4.3 Based upon an excessive non-instructional workload, the Vice-President of Academic Affairs, in consultation with the designated Department Chair and faculty member, may make an adjustment to a faculty member's non-instructional or instructional workload. The final decision will rest with the Vice President of Academic Affairs.

10.4.4 Each college will attempt to balance non-instructional responsibilities for all faculty members across the college.

10.5 It is recognized that given the diverse nature of faculty work and the needs of academic departments and college, the particulars of individual work assignments will vary both between and within academic departments. A faculty member may request a review of his/her assigned workload prior to the start of an academic semester. Such request must be submitted in writing to the designated Department Chair and Vice-President of Academic Affairs and include the reason(s) for the review and the requested workload modification. The final decision will rest with the Vice President of Academic Affairs and the reasons supporting the decision will be provided in writing to the requesting faculty member within twenty-one (21) calendar days of the request submission. If a faculty member's workload is changed after the start of the semester pursuant to Article 10.3.8, then the faculty member retains the right to request review of his/her assigned workload under this provision at that time.

10.6 A faculty member may grieve his/her assigned workload on the grounds that the Vice President of Academic Affairs has acted without a reasonable basis in fact regarding the application or non-application of the instructional and non-instructional provisions set forth in this Section. Such a grievance may be filed at Step Two of the grievance procedure of this Agreement.

#### 10.7 Department Chair Appointment and Responsibilities

10.7.1 The organization of the academic structure shall be determined by the College President. A Department Chair shall be appointed annually by the President and shall serve at the pleasure of the-President or his/her designee. A Department Chair shall carry an instructional and non-instructional workload as assigned by the President or his/her designee and shall receive a

minimum of a one (1)- course reduction per semester. The College shall use its best efforts to complete such appointments by May 15 for the upcoming academic year.

10.7.2 In addition to instructional responsibilities, the Department Chair shall be responsible for:

- a. providing educational leadership, direction and vision for the academic department, including developing new programs and updating existing programs;
- b. recruiting, recommending, supervising, and evaluating adjunct and full-time faculty and staff;
- c. monitoring programs with external constituencies (Running Start, e.g.);
- d. assigning faculty instructional responsibilities and, in consultation with the VPAA, non- instructional responsibilities;
- e. developing and monitoring professional development plans for faculty and staff;
- f. chairing department meetings; providing leadership in curriculum, program development, and program review;
- g. coordinating departmental accreditation activities;
- h. advising students;
- i. communicating and working with other academic and non-academic departments on college-wide issues;
- j. preparing and overseeing departmental budgets and expenditures;
- k. coordinating clinic/internship /coop/practicum sites;
- l. cultivating and maintaining partnerships with the professional community;
- m. participating in fund raising activities, where appropriate;
- n. assisting the VPAA in oversight of Academic Centers, where applicable;
- o. assisting the VPAA in oversight of academic matters, as appropriate;
- p. preparing teaching schedules.

## 10.8 Program Coordinator Appointment and Responsibilities

10.8.1 The Program Coordinator shall be appointed annually by the President and shall serve at the pleasure of the President or his/her designee. The President has the right to reorganize the academic structure as needed. The College shall use its best efforts to complete such appointments by May 15 for the upcoming academic year.

10.8.2 In addition to instructional responsibilities, the Program Coordinator will be responsible for:

- a. Administrative oversight of a designated academic program;
- b. Assisting the Department Chair in coordinating and overseeing program accreditation activities;
- c. Supervising clinical/internship/co-op/practicum sites, as assigned by the Department Chair;
- d. Assisting the Department Chair in the recruitment selection, oversight, and evaluation of faculty and staff assigned to the program area;
- e. Advising students within the faculty member's academic program, as appropriate;
- f. Providing input to the Department Chair in the preparation of budgets
- g. Working with other academic and non-academic departments on program issues;
- h. Representing the program in program-related activities externally, as needed;
- i. Coordinating clinic/internship /coop/practicum sites.



## 10.9 Miscellaneous Provisions

10.9.1 All full-time covered faculty shall have an appointment at one designated college.

10.9.2 Faculty shall not be required to attain or hold standards higher than that required or recommended by program and college accrediting agencies. The college shall make every reasonable attempt to provide professional development assistance to those employees required to seek appropriate educational credentials resulting from accreditation.

10.9.3 Faculty must have approval from both their Department Chair and the VPAA if they wish to make changes to their teaching schedule during the course of a semester.

10.9.4 Faculty will be expected to meet defined non-instructional responsibilities, including attendance at meetings, even on days when they have no classes scheduled.

10.9.5 Faculty will not be required to provide a home phone number, personal cell phone number, home address, or other private information to students.

10.9.6 Faculty members may assume, on a part-time basis, outside consulting, teaching and other professional activities, provided such commitments do not interfere with college obligations. College services and resources shall not be used in support of private, income-producing activities.

10.9.7 Faculty and/or instructional staff will not be required to perform general custodial or regular maintenance tasks not related to their instructional program. The faculty member or instructional staff will be expected to leave his/her classroom, shops and laboratories in a condition suitable for the next class. The maintenance and care of program-related classrooms, shops/laboratories, and instructional equipment are the responsibility of the faculty and/or instructional staff. In the event that a faculty member discovers malfunctioning general use instructional equipment (e.g. audio-visual equipment) and/or program-related instructional equipment requiring non-routine maintenance/repair, he/she is responsible for reporting the problem to management or an appropriate staff member.

10.9.8 Within reasonable limits, each college shall provide the necessary equipment, supplies, and technology to allow the faculty member to carry out his/her instructional responsibilities.

10.9.9 The faculty work week generally refers to the period of Monday through Friday devoted to teaching and learning, institutional/CCS/student/community service, and professional development. It is recognized that faculty may accomplish certain aspects of their responsibilities off-campus, e.g., course preparation, evaluation of student work, computer-based instruction. However, to meet program and/or department needs and to maximize accessibility for students and participation in and contributions to the workload areas, it is expected that faculty will be regularly available at the college and/or instructional site. To the extent that a faculty member's responsibilities may be performed off campus during the work week, the faculty member will provide their contact information to their academic department chair for the purpose of contact while they are off campus.

## **Article XI** ***FACULTY PROMOTION***

At the time of hire, full-time faculty are assigned to one of four faculty ranks: Instructor; Assistant Professor; Associate Professor; or Professor, as determined based on the individual's educational and

experiential background and the needs of the college. Upon the successful completion of the probationary period and initial appointment, a faculty member may be eligible to apply for promotion to the next highest faculty rank. The following process governs faculty promotion.

## 11.1 *Qualifications for Promotions*

### 11.1.1 *Academic Qualifications*

- a. Faculty members submitting requests for promotion consideration must meet the minimum qualifications for the faculty rank (classification), as well as demonstrate the ability to fulfill the accountabilities for the faculty rank they are seeking, as defined by the CCSNH generic job description.
- b. A certification review shall be conducted by the VP of Academic Affairs or the CCSNH Director of Human Resources to ensure that the education and experience requirements (minimum qualifications) for the faculty rank of promotion are met.

### 11.1.2 *Service in Rank Qualifications*

- a. Faculty members submitting requests for promotion from one faculty rank to another, must have completed the following years of service in rank.

Instructor to Assistant Professor:	3 years
Assist. Professor to Assoc. Professor:	3 years
Associate Professor to Professor:	3 years
- b. Faculty serving in the last year of the length of service requirement shall be eligible to make application for promotion.
- c. Exceptions to “service in faculty rank” shall be considered only in extraordinary circumstances which, if the promotion is not considered, would be detrimental to the college. Such requests must be submitted in writing by the College President to the Chancellor of the Community College System.

## 11.2 *General Guidelines and Criteria for all Promotions*

11.2.1 In order to qualify for promotion, a faculty member must show evidence of the following since his/her last appointment or promotion. Items listed under each of the following categories (1-5) help define the category and are not meant to be a list of accountabilities that each candidate must meet for that category, nor are they meant to be exhaustive or all-inclusive for that category. The Master Teacher Team should evaluate each candidate individually, recognizing that faculty positions differ across a campus, and expectations that are reasonable in one department may not be appropriate in another. Individual items beneath the categories, therefore, are merely guidelines and not meant to be prescriptive.

- a. Teaching & Learning Effectiveness - For a faculty member to qualify for promotion, he/she must show evidence of effective teaching techniques which promote student learning since his/her last appointment or promotion. Examples may include, but are not limited to:

(1) Demonstrates teaching excellence through the establishment of an effective learning environment:

- (a) Integrates theory with applications in teaching material.
- (b) Clearly defines program and course goals.
- (c) Promotes the implementation of core competencies and Performance Based Learning.
- (d) Promotes critical thinking and life skills.
- (e) Responds to the academic needs of diverse student populations.
- (f) Maintains accessibility and availability.
- (g) Promotes and practices student retention efforts.
- (h) Demonstrates a willingness to provide time outside the classroom to assist students academically (tutorials, help sessions, review sessions, Learning and Career Centers, and library assistance and/or service in the Learning and Career Center

(2) Prepares students for the workplace.

- (a) Adapts to, and remains current with, changes in technology through links with business, industry and professional organizations.
- (b) Displays creativity and innovation in the classroom, e.g., use of technology in the classroom.

(3) Demonstrates ethical and professional behavior.

(4) Is able to solve problems and handle difficulties professionally and confidentially.

b. Academic Contributions - The candidate should demonstrate sustained activity which contributes to the academic vitality and well-being of the institution. Examples may include, but are not limited to:

(1) Curriculum/Program Development.

- (a) Participates in the development of Day/DCE/Business Training programs and courses.
- (b) Provides contacts/linkages with business and industry when appropriate in developing new programs or courses.
- (c) Shares new teaching and learning methodologies with peers through the presentation of workshops, position papers, etc.

(d) Exhibits academic creativity in attracting revenues through new programs, workshops, grants, etc.

(e) Promotes/participates in articulation initiatives (i.e. school-to-work, transfer).

(2) Service to the Department/College

(a) When appropriate, participates in team activities with faculty in other disciplines.

(b) Serves as an academic resource for adjunct faculty.

(c) Assists in seeking contacts with employers for the development of internships, co-op experiences, practicums, clinics, etc.

(d) Actively assists in departmental needs: equipment inventory and orders, course scheduling, new faculty orientation, reviewing placement tests, attending open houses, etc.

(e) Attends meetings and maintains contact with Departmental Advisory Boards.

c. Service to Students It is expected that a candidate would demonstrate an involvement with students outside of the classroom setting. Examples may include, but are not limited to:

(1) Serving as an advisor to student activities and organizations;

(2) Engaging in the Admissions process, including contacting prospective students, participating in interviews, preparing admissions material (brochures, flyers, public relations activities related to Admissions).

(3) Advising students on overall academic planning, including registration, course selection, course sequencing, course withdrawal, and commencement.

(4) Advising students in job placement, including providing professional contacts, making students aware of relevant professional opportunities, assisting in preparation of job-seeking materials, and advising in overall long-range employment planning.

(5) Participating in the orientation process, including participation in orientation programs, providing departmental/institution overview, and creating a welcoming atmosphere for new students.

(6) Preparing students for their roles as citizens in a changing society.

(7) Overseeing student cultural, athletic, entertainment or community service projects.

(8) Participating actively in or demonstrates support for various student sponsored functions.

d. Service to Institution/System/ Community - It is expected that an applicant would be engaged in non-teaching activities involving the campus and larger community. Examples may include, but are not limited to:

(1) Institution/System.

(a) Actively serves on departmental, campus, college or System teams and/or committees.

(b) Writes or actively assists in the writing of grant projects for the department, institution or System.

(c) Participates in the improvement and development of academic programs and resources, including recruitment;

(d) Participates in the accreditation process

(e) Participates in campus-wide functions such as Campus Day, Open House, Parents' Weekend, etc.

(f) Contributes to institutional/System enhancements and enrichment, for example, brings speakers, groups to the campus, promotes cross-campus activities, etc.

(2) Discipline-Related Service to the External Community.

(a) Volunteers professional expertise to his/her local community (e.g., schools, community centers, health care facilities, adult learning centers, etc.)

(b) Promotes the institution in the community through participation in fairs, promotional events and publicity activities.

(c) Works to develop courses/curricula for off-campus sites.

e. Professional Growth & Development - It is expected that all candidates would remain technologically and pedagogically current in his/her respective field. Examples may include, but are not limited to:

(1) Remains current in his/her academic discipline through conferences, workshops, courses, and professional affiliations.

(2) Participates in college recognized professions associations, including teachers' organizations.

(3) Participates in panels, courses or workshops locally, regionally and/or nationally.

(4) Participates as a member of an accreditation visiting team;

- (5) Participates as a member of a professional board or advisory board;
- (6) Participates in departmental or institutional self-studies.
- (7) Maintains contact with appropriate external agencies (businesses, hospitals, etc.) to ensure currency of curriculum.

### 11.3 *Evaluation Process*

11.3.1 A Faculty Promotion Review Team comprised of a maximum of six (6) full time faculty, designated as “Master Teacher Fellows”, shall be established within each college for the purpose of evaluating candidates for promotion. Representation shall be across programs/disciplines (Health, Technology, Business, and General Education, etc.). A minimum of three, and a maximum of six, Master Teacher Fellows will sit on a review panel as determined by the Vice President of Academic Affairs based on the number of final candidates for promotion. The Vice-President of Academic Affairs shall sponsor this team.

11.3.2 The Faculty Promotion Review Team shall be responsible for conducting a careful review and evaluation of each candidate’s portfolio, teaching effectiveness, and performance in conjunction with the qualifications criteria established. Such a review shall involve class visits; interviews with students, peers, Department Chairs and individuals outside the institution, where appropriate; a review of class materials, including syllabi and exams; an interview with the candidate regarding teaching philosophy and approach; and non-instructional activities.

11.3.3 It is expected that each Master Teacher Fellow shall complete the following review for each candidate within the respective college for promotion.

- a. Conducts one class visit per semester.
- b. Reviews all student evaluations from the previous academic year and fall semester of the current academic year.
- c. Conducts a minimum of one (1) interview with the candidate to discuss his/her teaching philosophy and practices.
- d. Interviews fellow members of the faculty, students currently enrolled in a minimum of one of the candidate’s classes, and the candidate’s Department Chair.
- e. Reviews all course syllabi, course material developed and/or utilized, and the candidate’s portfolio.
- f. Provides information on areas of teaching and learning proficiency and recommendations for improvement and mentorship at the end of the process, where appropriate.
- g. At the conclusion of the review process, the review team shall assign point values to each of the five evaluative criteria identified with the “General Qualifications for Promotion” and for compiling a written evaluation. The review team’s evaluative findings and decision to recommend or deny promotion shall be submitted to the Vice-President of

Academic Affairs. The review team shall provide a professional development plan for each candidate not recommended for promotion.

h. The Vice-President of Academic Affairs shall conduct a minimum of one (1) class visit for each candidate and shall review all evaluative material submitted by the review team.

i. The Vice-President of Academic Affairs, in consultation with the President, shall forward those candidates recommended for promotion to the Chancellor or his/her designee(s) for final approval. Written notification shall be provided by the President or his/her designee to each candidate regarding his/her promotional status.

#### 11.4 *Master Teacher Fellows Appointments*

11.4.1 A Master Teacher Fellow shall possess a minimum of five (5) years of teaching experience at the postsecondary level, two years of which must have been with the Community College System and shall possess a higher academic rank/classification than the candidates applying for promotion. A Master Teacher Fellow must demonstrate teaching excellence through his/her instructional expertise, academic contributions, ethical and professional behavior, service to students, non-teaching activities within the college and system, and professional growth and development.

11.4.2 Faculty interested in serving as a Master Teacher Fellow must submit a letter of intent/interest to the Vice-President of Academic Affairs for review and appointment by a designated college leadership/ advisory team. It is recommended that Department Chairs not serve as Master Teacher Fellows due to their supervisory role and responsibilities. Under no circumstances shall a Department Chair serve as a Master Teacher Fellow in those instances when he/she is responsible for the supervision of a candidate for promotion.

11.4.3 It is expected that Master Teacher Fellows shall serve as members of the Faculty Promotion Review Team. As a team, members shall be responsible for keeping minutes, authoring documents, setting meeting times, and performing other team duties as needed. The Faculty Promotion Review Team shall meet monthly, at a minimum, to discuss and review progress and processes.

#### 11.5 *Documentation for Promotion Process*

11.5.1 Each candidate shall submit a portfolio of materials that address the criteria outlined in the "Qualifications for Promotion." A promotional portfolio shall include a completed state application, an up-dated resume, a copy of college transcripts, and documentation which supports evidence of teaching effectiveness and professional activities outside the classroom. Such documentation includes; syllabi, exams, course evaluations, student evaluations, student testimonials, tapes of classes, letters of support from colleagues, description of innovative practices, etc.

11.5.2 Each candidate shall include a letter of recommendation/support from his/her Department Chairperson in his/her promotional portfolio.

11.5.3 Each candidate shall include copies of his/her performance reviews/evaluations for the previous two (2) academic years in his/her promotional portfolio.

11.5.4 Each candidate may include copies of letters of support/recognition from business, industry, community partnerships, and affiliations, where appropriate.

## 11.6 *Schedule for Promotion*

11.6.1 A schedule for promotion shall be established at the start of each academic year by the CCSNH Human Resources Department. This schedule shall be distributed to the Vice President of Academic Affairs for distribution.

## 11.7 *Evaluation System*

11.7.1 A four (4) point scale, which parallels the CCSNH grading system, shall be used to evaluate each of the five criteria established within the “General Qualifications for Promotion.” Scoring shall be as follows:

<u>Criteria</u>	<u>Point Scale</u>	<u>Cumulative</u>
Teaching Effectiveness	60% x 0-4 points	0.00 - 2.40
Academic Contributions	10% x 0-4 points	0.00 - 0.40
Service to Students	10% x 0-4 points	0.00 - 0.40
Service to Inst. & Comm.	10% x 0-4 points	0.00 - 0.40
Professional Develop.	10% x 0-4 points	0.00 - 0.40

0-.99 = Below average or do not recommend

1-1.99 = Average or recommend with reservation

2-2.99 = Good or recommend with confidence

3-4 = Excellent or strongly recommend

11.7.2 Candidates must receive a minimum of a 3.0 rating in Teaching Effectiveness to be considered for promotion. If the minimum score of 3.0 for Teaching Effectiveness is not achieved, candidates will be denied promotion.

11.7.3 Candidates must meet the following cumulative scores for promotion to the designated faculty level.

Instructor to Assistant Professor	2.7
Assistant Professor to Associate Professor	3.0
Associate Professor to Professor	3.4

11.8.1 An appeal of a denial for promotion may be processed through the grievance process outlined in Article VII of this Agreement.

## Article XII

### ***PERFORMANCE EVALUATIONS***

The evaluation of all full-time faculty in an institution of higher education is essential for the maintenance of academic, professional and operational excellence. The purpose of the evaluation process is to assess the job performance of covered employees and to provide the basis for professional development, improvement, retention, promotion and other personnel decisions.

12.1 Performance Evaluations for Full-time Faculty: The evaluation of full-time faculty shall be aligned and linked to the mission and vision of the CCSNH, college, and the faculty member’s job duties and responsibilities. In addition to general performance observations and assessments, faculty evaluations may include classroom/teaching observations and professional assessment completed by an Academic Program Coordinator, Academic Department Chair or Vice-President of Academic Affairs; student course evaluations, a self-evaluation completed by the faculty member, and professional



development plan. Faculty shall be evaluated in the areas of (1) Teaching and Learning Effectiveness; (2) Academic Contributions; (3) Service to Students; (4) Service to the Department/System/Community; and (5) Professional Growth and Development.

12.1.1 Such performance evaluations shall be conducted by the Academic Department Chair, in consultation with the Academic Program Coordinator, as appropriate, and the VPAA or his/her designee.

12.1.2 The performance evaluation process for Academic Program Coordinators and Academic Department Chairs shall be conducted by the VPAA, in consultation with the College President, in accordance with this Article and shall include an evaluation of instructional, non-instructional, and administrative duties and responsibilities.

12.1.3 Faculty performance shall be documented on a faculty performance evaluation form.

### *12.2 Performance Evaluation Process for Full-time Faculty*

12.2.1 The performance evaluation process shall include an assessment of instructional and non-instructional duties and responsibilities as set forth in Article 12.1 above. The performance review process will be conducted by the Academic Department Chair, in consultation with the Academic Program Coordinator, as appropriate, and the VPAA or his/her designee. It shall include at a minimum, classroom/teaching observations conducted as indicated in Section 12.3 below, student course evaluations for each course taught, an assessment of the faculty member's participation in the life of the department and the college community, general observations of performance, a faculty member's self-assessment, and when applicable, evaluation of progress of the previous year's Professional Development Plan. The VPAA or his/her designee may also participate in the classroom/teaching observations. The performance review shall be documented on a faculty performance evaluation form.

### *12.3 Performance Evaluation Schedule for Full-time Faculty*

12.3.1 Probationary Faculty: The performance review process for a full-time probationary faculty will be completed once each semester and shall include at least one classroom/teaching observation conducted each semester of the faculty member's assigned faculty appointment. The probationary faculty member shall participate in a performance review meeting with his/her Academic Department Chair and the VPAA or his/her designee prior to end of each semester to discuss strengths and areas for improvement. As appropriate to address areas for improvement, a Professional Development Plan shall be developed by the start of the faculty member's next performance period of his/her probationary appointment pursuant to Article 12.4.3.

12.3.2 Faculty in Initial Term Appointment: The performance review process for a full-time faculty member appointed to an initial one (1) year term will be completed at least once during the one (1) year initial term. The performance evaluation process shall include at least one classroom/teaching observation conducted within the initial term appointment period. The faculty member shall participate in a performance review meeting with his/her Academic Department Chair and the VPAA or his/her designee prior to the end of the initial term appointment period to discuss strengths and areas for improvement. As appropriate to address areas for improvement, a Professional Development Plan shall be developed by the start of the faculty's members next performance period of his/her initial term appointment pursuant to Article 12.4.3.

12.3.3 Faculty with Three or More Years of Full-time Appointment: The performance review process for full-time faculty, who have completed the probationary period and initial term appointment, will be completed as follows:

<b>Years of Full-time Service</b>	<b>Performance Evaluation Period</b>
3-6	Every Two (2) Years
7 Plus	Every Three (3) Years

12.3.3a The performance evaluation process shall include at least one classroom/teaching observation conducted at least once during the performance evaluation period. The faculty member shall participate in a performance review meeting with his/her Academic Department Chair and the VPAA or his/her designee prior to end of the academic year to discuss strengths and areas for improvement. As appropriate to address areas for improvement, a Professional Development Plan shall be developed prior to the start of the next performance period pursuant to Article 12.4.3. Performance evaluations shall be completed by the end of the last academic year of the performance evaluation period and prior to the start of the subsequent academic year and new performance evaluation period.

#### *12.4 Requirements for All Performance Evaluations*

12.4.1 Each performance evaluation shall measure the full-time faculty member’s performance in relation to the assigned job duties, and performance expectations of the position and shall be assessed by the employee’s immediate supervisor, in consultation with the designated intermediate supervisor.

12.4.2 Each performance evaluation shall contain an evaluation of the individual categories of performance as specified on the evaluation form and a section summarizing the overall performance of the faculty member. This section shall also contain a narrative summary by the supervisor explaining the basis for the overall performance rating. If the employee’s performance is determined to be below expectations, the supervisor shall include comments and recommendations for improvement or professional development, unless the faculty member is within his/her probationary period or initial term appointment and is being dismissed.

12.4.3 Each Professional Development Plan will reflect performance issues identified during the performance evaluation process. The faculty member, in consultation with his/her Academic Department Chair and the VPAA or his/her designee, shall develop Professional Development Plan to address areas for improvement, and development goals, activities, and timelines, as appropriate. The Professional Development Plan shall be submitted to the Academic Department Chair by the end of the faculty member’s academic year. The CCSNH college shall provide the necessary resources and funding to support required professional development activities. Professional Development Plans shall be updated annually, as applicable.

12.4.4 The supervisor shall conduct a performance review meeting with the faculty member and shall record the date of the meeting on the form.

12.4.5 The faculty member shall have the opportunity to comment in writing on the evaluation. If the faculty member does not concur with the evaluation’s findings, he/she may include an explanation of the reasons for non-concurrence. Such comments shall be included with the performance review and be included with the faculty member’s permanent record.

12.4.6 Each evaluation shall be signed and dated by the supervisor who prepared the evaluation, College manager approving the evaluation, and the employee. A faculty member's refusal to sign the evaluation after being given the opportunity to do so, shall be noted in writing on the evaluation and the evaluation shall be valid for all purposes.

12.4.7 All faculty performance reviews shall be documented on a faculty performance evaluation form and will be placed in the faculty member's personnel file.

#### *12.5 Supplemental Performance Evaluation*

12.5.1 A covered faculty member has the right to request, in writing, and receive a supplemental performance evaluation at any time using the evaluation guidelines and procedures set forth in the applicable sections above. Likewise, the CCSNH reserves its right to conduct more frequent performance evaluations as deemed necessary to address performance issues, using the evaluation guidelines and procedures set forth in the applicable sections above.

12.6 The contents of a performance evaluation are not subject to the grievance process under Article VII, Grievance and Arbitration Procedures. Disciplinary action, including denial of a salary increment, administered in accordance with Article XVI of this Agreement due to unsatisfactory performance, may be processed through the grievance process outlined in Article VII of this Agreement.

12.7 The evaluation forms for each group shall be developed by the CCSNH in consultation with NHHEU appointed representatives of the affected group. Such forms shall be available on the CCSNH intranet/internet site.

12.8 For full-time faculty involved in the promotion process pursuant to Article XI, the promotional process shall take the place of the formal performance evaluation for that year.

12.9 A joint sub-committee of the full-time faculty Labor Management Committee (LMC) will review and develop a full-time faculty evaluation/assessment tool for consideration by the full LMC and recommendation to CCSNH for approval.

### **Article XIII SENIORITY**

13.1 Seniority shall be based on the length of full-time continuous employment with the CCSNH from the most recent date of hire. Employees shall attain seniority upon completion of their initial probationary period retroactive to the date of initial hire.

13.2 For the purpose of this Article "CCSNH service" shall include periods of continuous prior State service performed by full-time employees transferred to the CCSNH pursuant to Chapter 188-F (NH Public Law 2007) on July 17, 2007.

13.3 Full-time employment shall be calculated based on years, months, and days of service, except that any days, months, or years of uncompensated absences for personal or educational purposes shall not be counted toward seniority.

13.4 In accordance with federal law, a full-time employee who is called to active military duty, who has exhausted all paid military leave and is not in a paid leave status, shall retain his/her original seniority date throughout the military leave of absences as required by law, even though the employee is on a leave without pay status.

13.5 A full-time covered employee who is absent due to a compensable work injury shall retain his/her seniority and such time shall be counted toward seniority.

13.6 Seniority shall not apply for grant-funded or other externally funded positions for the purposes of layoff and its procedures, unless the appointments to such positions are the result of a reassignment or transfer requested by management and accepted by the employee.

#### **Article XIV JOB VACANCIES and TRANSFERS**

14.1 Information regarding all vacant covered positions within the full-time faculty and staff bargaining units will be disseminated internally to all CCSNH institutions. Job announcement information shall be accessible to all covered employees of these bargaining units.

14.2 Job announcements shall include the full particulars of the covered position, including, position title; grade level; employment status (exempt/nonexempt); position location; number of days and hours per week; pay rate; job description; required qualifications; requirements for applying; and the application processing period. Job announcements shall indicate the name and job title of the person to whom applications shall be addressed and the location that applications should be submitted. An employee wishing to be considered for a vacant position shall file a written, dated application and any supporting documentation, if applicable, within the established application processing period.

14.3 Job announcements for covered positions shall be posted internally within the CCSNH for a period of seven calendar days. An extension of the seven (7) calendar day job announcement period may be granted for those covered employees who missed the application submission deadline set in the job announcement due to an absence from work. Covered employees who meet the educational and experience requirements of a vacant covered position within the full-time faculty and/or staff bargaining units shall be considered and acted upon for such vacancy before non-covered employees or individuals not currently employed within the CCSNH are considered.

14.4 If a covered employee is not selected after applying for a vacant covered position within the full-time faculty and staff bargaining units, the CCSNH hiring authority shall provide written notice to the covered employee applicant regarding the final action taken and the rationale for such non-selection.

14.5 It is expressly understood by both parties that the CCSNH retains the right to determine the general requirements for all covered positions and to appoint those candidates who best match the qualifications and job requirements of the position.

14.6 The vacancy option contained in the Article shall not be used to circumvent faculty rank and the faculty promotion process.

**Article XV**  
***REDUCTION IN FORCE***

15.1 The CCSNH retains the sole and exclusive right to determine the extent and magnitude of any retrenchment including the areas of programs, services, departments, and positions to be affected. Retrenchment may occur as a result of budget reductions or financial considerations, program changes or curtailment, position elimination or consolidation, planned organizational changes, regulatory changes, or grant or external funding non-renewals or losses.

*15.2 Grant or Externally Funded Positions*

15.2.1 Covered employees who are in positions funded, in whole or in part, by grants or other external funding sources may be subject to immediate layoff if such funding ceases. Seniority shall not apply for grant-funded or other externally funded positions for the purpose of layoff and its procedures, except as specified in Article 13.6 of this Agreement.

15.2.2 The CCSNH retains the right to decide at its discretion whether or not to seek the renewal of any grant. The College President or designee shall make every reasonable effort to provide advance notice to the impacted employee(s) regarding the institution's decision not to seek renewal of the grant.

15.2.3 The CCSNH shall provide written notice of layoff due to the loss of grant or external funding at least thirty (30) calendar days before the expiration of the grant.

*15.3 Reduction in Force – Layoff*

15.3.1 A reduction in force may occur at any time. Whenever a reduction in force becomes necessary, each College and the System Office shall be considered separate and distinct institutions within the CCSNH. The Chancellor or College President shall determine the positions to be affected within his/her institution.

15.3.2 A CCSNH institution may lay off a covered employee when such layoff becomes necessary due to (a) position abolishment; (b) change in organization; (c) decline in workload; (d) insufficient funding; (e) regulatory changes; or other such reasons.

*15.4 Procedure for Layoff:*

15.4.1 Where at least one (1) full-time covered faculty member is to be laid off at a CCSNH institution and there are two or more full-time covered faculty positions of the same teaching discipline that are affected within the institution's academic department the following factors shall be considered in deciding which position(s) shall be retrenched:

- a. Education and Experience Qualifications, including licensures and certifications;
- b. Ability and Performance;
- c. Seniority
- d. When factors (a) and (b) above are relatively equal, seniority shall govern. Seniority under this article shall be defined pursuant to Article XIII.

15.4.2 No full-time covered faculty member shall be laid off when the needs giving rise to the reduction in force can be met by the termination of full-time faculty in temporary fill-in, probationary, or initial appointments holding an equal or lesser faculty rank and teaching in the same academic discipline within the affected academic department of the CCSNH institution.

15.4.3 Prior to a CCSNH institution's layoff of a full-time covered faculty, the institution shall attempt to reassign a full-time covered faculty member into a vacant covered faculty position within the institution provided that the reassignment does not result in a promotion or higher salary grade; that the reassignment does not result in more than a four(4) labor/salary grade reduction; and that the faculty member being reassigned qualifies for the vacant position based on education, experience, ability, and performance. Refusal to accept such reassignment in lieu of layoff shall be deemed a voluntary layoff. Voluntary layoffs shall be deemed ineligible for bumping privileges due to the employee's refusal to accept the reassignment. An institution's inability to effectuate a reassignment in lieu of layoff based on the aforementioned provisions shall result in the layoff of a full-time covered faculty member pursuant to Article 15.4.4 of this Agreement.

15.4.4 Upon notification of layoff a full-time covered faculty member hired on or before December 31, 2010 with ten (10) or more years of continuous service may bump another full-time covered faculty within the same CCSNH institution from which the employee is being laid off as long as the covered faculty member exercising the bumping privileges has more seniority than the covered faculty member being bumped and has an equal or greater faculty rank. Full-time covered employees hired on or after January 1, 2011 shall not be entitled to bumping privileges.

- a. The covered faculty member exercising his/her bumping privileges shall only be allowed to bump into a covered full-time faculty position having an equal or lower faculty rank than the full-time faculty position from which he/she is being laid off.
- b. The covered faculty member exercising the bumping privileges must meet the education and experience qualifications of the teaching discipline, including licensure/certification where appropriate, for the covered full-time faculty position and be able to perform the duties of the position that he/she has elected to bump into.
- c. Upon notification of layoff, a full-time covered faculty member with bumping privileges pursuant to Article 15.4.4 above, will be provided with a list of full-time covered faculty positions within his/her CCSNH institution into which he/she may be eligible to bump. Within seven (7) calendar days from the date of notice of layoff and receipt of the list, the covered employee electing to bump another employee shall notify the College President of the position within his/her institution into which he/she intends to bump.
- d. A covered faculty member, who elects to bump into a position of a lower faculty rank, shall retain their current faculty rank upon appointment.
- e. The covered employee electing to exercise his/her bumping privileges who fails to comply with the provisions of 15.4.4c above shall lose the right to bump.

## 15.5 *Notice of layoff*

15.5.1 The CCSNH institution shall provide written notice of the proposed layoff and the reason(s) therefore to the affected full-time covered employee(s) at least fourteen (14) calendar days before the date of layoff becomes effective.

### 15.6 *Requests for Chancellor's Review of Layoff.*

15.6.1 Requests for the Chancellor's review of layoff shall be limited to the correct determination of a full-time covered faculty member's seniority date. Requests for the Chancellor's review shall be filed with the CCSNH Director of Human Resources within seven (7) calendar days after the date of the notice of layoff.

### 15.7 *Recall*

15.7.1 If the reason(s) for layoff no longer apply, full-time covered employees shall be recalled to their former CCSNH institution according to the same seniority order which was applied at layoff, provided such recall occurs within one (1) year from the original date of layoff.

15.7.2 Recall shall apply only to laid off full-time covered employees who return to the same position within their former CCSNH institution. Any such offer of recall must be accepted within ten (10) calendar days from the date of the written notice. Employees who refuse recall shall abdicate all future rights to recall.

15.7.3 Whenever a former employee who has been laid off from CCSNH service is recalled within one (1) year from the date of his/her lay off, the employee's previously accumulated and unused balance of sick leave allowance shall be restored and credited to the employee.

15.7.4 A full-time covered employee who is reinstated under this Section, shall not lose any of his/her previous seniority, however, s/he shall not accumulate seniority while laid off. The employee's seniority date shall be adjusted by adding each year, month, and day of prior seniority credit to the effective date of return to service.

15.7.5 When an employee is recalled, the employee's new increment date shall be established by the CCSNH by determining the total number of calendar days of the layoff and then adding such total number of days to the employee's original increment date. The new effective date of the employee's annual increment shall be the adjusted date as calculated herein.

15.7.6 A full-time covered employee, who is laid off, shall notify the CCSNH Department of Human Resources of any changes in his/her address or phone number(s) in order to provide a contact point for recall during the one year period following the date of his/her layoff.

15.8 Employee's Personnel Record: When a CCSNH institution lays off a covered employee, the CCSNH shall note in the employee's permanent record or file 1) that the employee left CCSNH service because of a layoff; and, 2) that the reason for leaving reflects no discredit on the service of the employee.

## **Article XVI** ***DISCIPLINE***

16.1 Except for those covered employees who may be terminated during their probationary period, no covered employee shall be disciplined except for just cause. The just cause provision shall not apply to the separation of covered employees due to the cessation of funding from a grant or external source, or layoffs due to retrenchment.

16.2 Disciplinary measures may include a progression of discipline including written warning; withholding of a salary increment; disciplinary suspension without pay; demotion; and discharge. Examples of when discipline may be invoked against an employee are for failure to comply with managerial directives, rules, regulations, and policies of the College(s), misconduct, or unsatisfactory job performance, or other offenses. Oral counseling, letters of counsel, and contents of performance evaluations are not considered disciplinary actions. Although discipline will normally be imposed in a progressive manner, the CCSNH may skip or repeat steps based upon the circumstances of any given case. All discipline shall be documented in writing, and shall specifically cite the act or omission that supports the disciplinary action. The CCSNH shall make every reasonable attempt to administer disciplinary action in a timely fashion. Disciplinary actions shall normally take place in the presence the employee.

16.3 All disciplinary documentation shall be placed in the employee's personnel file at the time of issuance. An employee receiving discipline shall sign the disciplinary notice solely as an acknowledgement of receipt and such signature shall not be deemed to be acceptance of the rendered discipline or as a waiver of any right to which the employee may be entitled.

16.4 As set forth in Article 4.5.7, a covered employee 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. The CCSNH is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases, the principles of "Weingarten", "Garrity", "Loudermill" and all other applicable case law shall be observed. The provisions of this Article shall apply to both full-time and part-time covered employees.

16.5 A covered employee who is the subject of a disciplinary investigation shall be notified in writing within seven (7) calendar days of such investigation. Notification shall include the allegation of wrongdoing that requires investigation, the identity of the party or parties to perform the investigation, and the anticipated date of completion of the investigation. All investigations shall be completed within sixty (60) calendar days, unless exceptional circumstances justify an extension of time for completion of the investigation. Notice of an extension shall be in writing by the President or Chancellor, as applicable, to the employee before the expiration of the sixty (60) day period and shall set forth the exceptional circumstances and the date of anticipated completion. The employee shall be informed in writing when the investigation is complete and of the determination of the investigation. Investigations shall normally be conducted in a confidential manner. During any investigation the employee shall retain his/her current position, status, schedule, assignment and rate of pay, except as provided in Article 16.6, below or as otherwise determined based on the circumstances surrounding the matter under investigation.

#### 16.6 *Investigative Suspensions*

16.6.1 The CCSNH may suspend a covered employee with pay for a limited period of time when 1) allegations of misconduct made against the employee are related to the employee's duties and responsibilities and require an internal investigation; and 2) the nature of the allegations warrant the removal of the employee from the work site. In such cases, the employee shall be available at a location acceptable and accessible to the appointing authority and investigators for the duration of the investigation.

16.6.2 The CCSNH may suspend a covered employee without pay for a period of up to thirty (30) calendar days pending the outcome of either criminal charges or an investigation of alleged criminal wrongdoing when 1) the nature of the charges brought or the allegations made conflict with



the duties and responsibilities of the employee's position, and (2) the charges or allegations warrant the removal of the employee from the worksite.

a) An extension of a suspension without pay for one or more additional periods not exceeding 30 days each may be granted with the approval of the CCSNH Director of Human Resources, provided that at the end of the initial a period of suspension without pay, the 1) the conditions set forth in 16.6.2 above continue to exist; and/or (2) the investigation has not been completed or the charges are still pending.

b) If, at the conclusion of the investigation or criminal proceedings, the CCSNH determines that no disciplinary action is warranted, the covered employee shall be returned to paid status and shall be entitled to any loss of compensation for his/her regular appointment, less the amount of any wages the employee earned during the period of suspension, that the employee would not have otherwise earned.

16.6.3 At the time of the suspension, the CCSNH shall issue a written notice of the investigative suspension to the employee describing 1) the cause of the suspension; 2) the location, if any, to which the employee shall report during the period of suspension; and 3) the anticipated duration of the suspension, if known.

16.6.4 The CCSNH may extend the suspension if the investigation is not concluded within the time frame, if any, indicated in the notice and shall so notify the employee. At the conclusion of an investigation, the appointing authority shall provide the employee who has been suspended with written notice indicating what action, if any, will be taken.

16.6.5 A suspension without pay under this Section may be subject to review pursuant to the grievance procedure at the discretion of the suspended employee.

16.7 The CCSNH reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct that is believed to constitute a violation of law, provided any such action is not contrary to the terms and conditions of this Agreement.

16.8 All such records of discipline and supporting documentation shall be retained permanently in the employee's official personnel file, however disciplinary action that is greater than three (3) years old shall not be used for further progressive discipline action.

16.9 If the entirety of a disciplinary action is reversed at any step of the grievance procedure, the grievance and all supporting documentation attached or relating to the original disciplinary action shall be permanently removed from the employee's personnel file and destroyed.

16.10 Privacy: The CCSNH shall make every reasonable effort to counsel, reprimand, and/or discipline all covered employees in private and shall limit the discussion by supervisors of personnel issues of any covered employee to essential parties.

**Article XVII**  
**COMPENSATION AND BENEFITS**

17.1 Compensation

17.1.1 *Faculty Salary Schedules:* Effective January 3, 2020, the CCSNH full-time faculty salary schedules (F010, F011, and F012) shall be increased by two and one-half percent (2.50%). Effective July 31, 2020, the CCSNH full-time faculty salary schedules (F010, F011, and F012) shall be increased by two and one-half percent (2.50%). CCSNH faculty salary schedules are contained in Appendix B of this Agreement and shall be recalculated to reflect this wage adjustment. Each full-time covered faculty member shall be paid in accordance with the salary schedules contained in Appendix B of the Agreement.

17.1.2 The CCSNH shall process salary increments (step increases) for eligible covered employees within their established salary grade, provided satisfactory work performance is documented by the annual performance evaluation and shall implement the faculty promotion process as set forth in Article XI of this Agreement. Salary increments shall be processed as follows:

a. The effective date of a salary increment for any full-time covered employee shall be anniversary date of appointment or re-appointment with the CCSNH, unless otherwise agreed upon by the Parties.

b. A covered employee shall be eligible to move to from step one to two; step two to three; step three to four; step four to five; and step five to six, after successful completion of one year of full-time employment at the prior step. A covered employee shall be eligible to move to the seventh step after successful completion of two years of full-time employment at the sixth step. A covered employee shall be eligible to move to the eighth step after successful completion of two years of full-time employment at the seventh step. A covered employee shall be eligible to move to the ninth step after successful completion of three years of full-time employment at the eighth step. Pursuant to 17.1.2 above, successful completion means that the employee shall have received satisfactory annual performance evaluations for the period. The waiting periods specified herein shall not apply to, and an increment date shall not be adjusted for, promotions and reallocations resulting in a higher labor grade.

17.1.3 Academic Department Chair and Program Coordinator Compensation:

a. Effective the Spring 2018 semester an Academic Department Chair shall be compensated at \$2400.00 per semester. Effective the Spring 2018 semester and Academic Program Coordinator shall be compensated at \$1400.00 per semester. Compensation shall be for the Fall and Spring semesters only.

b. Effective the Fall 2018 semester an Academic Department Chair shall be compensated at \$2600.00 per semester. Effective the Fall 2018 semester an Academic Program Coordinator shall be compensated at \$1600.00 per semester. Compensation shall be for the Fall and Spring semesters only.

c. A faculty member who serves as Program Coordinator and Department Chair concurrently will be compensated under the compensation defined for Academic Department Chair only.

d. Recognizing that departmental work may occasionally be required after the academic year has ended, Academic Department Chairs and Academic Program Coordinators shall be compensated at the daily rate established for his/her classification when called upon to work.

17.1.4 A Master Teacher Fellow shall receive a stipend of \$1,000.00 per academic year.

17.1.5 Overload Compensation Schedule for Full-time Faculty

- a. In accordance with Article 10.1.5 of this Agreement, an assigned overload consists of contact hours in excess of thirty-six (36) contact hours for the academic year. Compensation for assigned overload shall be processed in the Spring semester in equal bi-weekly payments.
- b. In accordance with Article 10.1.6 of this Agreement, faculty elected overload consists of contact hours that a full-time faculty member voluntarily elects to teach in excess of his/her assigned instructional load for the spring or fall semester. Faculty elected overload may not exceed the contact hour limits set forth in Article 10.3.5 of this Agreement. Compensation for faculty elected overload shall be processed during the semester in equal bi-weekly payments.
- c. Upon verification of overload status, overload payments shall be made in accordance with the following overload pay schedule as determined by the faculty member's classification or faculty rank.

Effective Spring 2018 Semester:

CC Instructor:	\$485.00 per contact hour
CC Assistant Professor:	\$565.00 per contact hour
CC Associate Professor:	\$645.00 per contact hour
CC Professor:	\$725.00 per contact hour

Effective Summer 2020 Semester:

CC Instructor:	\$504.00 per contact hour
CC Assistant Professor:	\$588.00 per contact hour
CC Associate Professor:	\$671.00 per contact hour
CC Professor:	\$754.00 per contact hour

- d. For each Running Start course supervised, a faculty member shall be paid \$300.00.
- e. Ten (10) month full-time faculty who elect to teach during the summer, which is beyond their assigned days of work/responsibility for their full-time appointment, will be compensated for the summer instruction at the overload rate for their assigned faculty rank pursuant to Article 17.1.5c of this Agreement. Nothing in this provision shall be interpreted to affect the faculty member's full-time appointment and assigned workload pursuant to Article 10.

17.1.6 Independent Study or Directed Study Compensation for Full-time Faculty

- a. Faculty who supervise an independent study or directed study shall be paid seventy-five percent (75%) of the tuition paid by each student as compensation for preparing materials, meeting with the student and performing any assessments. Such payment shall be processed as a lump sum payment upon completion of the instructional duties associated with the independent study

and/or directed study. An independent and/or directed study may not be used in lieu of traditional course work to achieve full-time workload status.

## 17.2 Benefits

### 17.2.1 Health Insurance:

a. The CCSNH shall make available to all full-time covered employees and their eligible dependents a CDHP Lumenos BlueChoice New England Health Plan; a CDHP Lumenos National PPO Health Plan; and an Access Blue New England Health Maintenance Organization Site of Service (HMO SOS) Plan. For each medical plan, the prescription drug plan shall include four tiers (tier 1- generics; tier 2 – preferred brand name; tier 3 – non-preferred brand name drugs; and tier 4 – specialty drugs) with retail copayments set at \$10/\$35/\$50/30% coinsurance to a \$250 maximum. The CCSNH shall provide a health reimbursement arrangement (HRA) for the purpose of funding 50% of the general in-network annual deductible costs established for each plan. The Union acknowledges that the plan provider(s) shall be chosen by the CCSNH and that the election by any employee(s) to participate in a plan shall be in accordance with the enrollment conditions of the respective plans and as set forth in this Agreement. The employee cost sharing and CCSNH premium contributions of the health plans offered under this provision shall be in accordance with the following provisions. A draft summary of the level of benefits and plan design for each health plan shall be described in Appendix E of this Agreement. Health plan summaries shall be posted on the CCSNH Human Resources website.

1. Effective January 1, 2019, full-time covered employees who subscribe to the CDHP Lumenos BlueChoice New England Health Plan or the Access Blue New England Health Maintenance Organization Site of Service (HMO SOS) Plan shall pay \$30.00 per pay period for employee only coverage; \$50.00 per pay period for two-person coverage; or \$65.00 per pay period for family (three person or more) coverage. Employee premium contributions shall be calculated based on 26 pay periods.

2. Effective January 1, 2019, full-time covered employees who subscribe to the CDHP Lumenos National PPO Health Plan shall pay as follows. Employee contributions shall be calculated based on 26 pay periods.

Employee Only Coverage: \$30.00 per pay period plus the amount of the premium difference between the Lumenos National PPO Health Plan and the Lumenos BlueChoice New England Health Plan.

Two Person Coverage: \$50.00 per pay period plus the amount of the premium difference between the Lumenos National PPO Health Plan and the Lumenos BlueChoice New England Health Plan.

Family (three person or more) Coverage: \$65.00 per pay period plus the amount of the premium difference between the Lumenos National PPO Health Plan and the Lumenos BlueChoice New England Health Plan.

3. Effective January 1, 2021, full-time covered employees who subscribe to the CDHP Lumenos BlueChoice New England Health Plan or the Access Blue New England Health Maintenance Organization Site of Service (HMO SOS) Plan shall pay \$33.00 per pay period for employee only coverage; \$55.00 per pay period for two-person coverage;

or \$71.50 per pay period for family (three person or more) coverage. Employee premium contributions shall be calculated based on 26 pay periods.

4. Effective January 1, 2021, full-time covered employees who subscribe to the CDHP Lumenos National PPO Health Plan shall pay as follows. Employee contributions shall be calculated based on 26 pay periods.

Employee Only Coverage: \$33.00 per pay period plus the amount of the premium difference between the Lumenos National PPO Health Plan and the Lumenos BlueChoice New England Health Plan.

Two Person Coverage: \$55.00 per pay period plus the amount of the premium difference between the Lumenos National PPO Health Plan and the Lumenos BlueChoice New England Health Plan.

Family (three person or more) Coverage: \$71.50 per pay period plus the amount of the premium difference between the Lumenos National PPO Health Plan and the Lumenos BlueChoice New England Health Plan.

- b. Utilization of Cost-Effective Health Care Providers: The CCSNH shall make available a voluntary incentive program that offers taxable cash payments to employees who utilize cost-effective health care providers.

17.2.2 Dental Insurance: The CCSNH shall make available to full-time covered faculty and their dependents a dental benefit plan that provides each member with a calendar year maximum benefit amount of \$1500.00. The Association acknowledges that the Dental plan provider shall be chosen by the CCSNH. The level of benefits, cost sharing, and CCSNH contributions of the Dental plan shall be in accordance with the following provisions. The Dental plan design shall be described in Appendix D of this Agreement. Effective with the pay period beginning December 22, 2017 all full-time covered employees who subscribe to the dental plan shall contribute as follows:

Single (Employee Only) Coverage: \$2.00 per pay period for 26 pay periods

Two Person Coverage: \$4.00 per pay period for 26 pay periods

Family Coverage: \$6.00 per pay period for 26 pay periods

17.2.3 Medical Insurance Buy-Out Program: The CCSNH shall offer an annual financial incentive, in the form of a cash payment, to full-time covered employees who elect to provide health insurance for themselves and their eligible dependents through another source.

- a. A full-time covered employee, who qualifies for the CCSNH medical insurance program may participate in the health insurance buy-out program provided he/she has health insurance coverage from another source that is verified by documentation acceptable to the CCSNH.
- b. Effective January 1, 2018, eligible employees shall receive payments in accordance with the following buy-out payment schedule for the plan and type of coverage (single, 2 person, or family) that the employee is eligible to enroll in for the plan calendar year. Verification of dependents may be required to determine coverage eligibility.

Single (Employee Only) - \$2,000.00  
Two Person - \$3,000.00  
Family - \$4,000.00

- c. Payments for the medical insurance buy-out shall be paid bi-weekly in an employee's payroll check throughout the plan year and shall be subject to tax laws of the Internal Revenue Service as they apply to taxable fringe benefits. Such payments shall not be subject to retirement contributions.
- d. A full-time covered employee must enroll in the medical insurance buy-out program each calendar year in accordance with the policies and procedures set forth by the CCSNH.

17.2.4 Long Term Disability Benefits:

a. Full-time covered employees shall be provided with long term disability insurance coverage for all full-time covered employees, the cost of which shall be fully paid by the CCSNH. It is agreed by the parties that the CCSNH shall have the sole right to select the provider for long term disability benefit coverage. The long term disability benefits shall be as follows:

Benefit Schedule:	60% of monthly earnings
Maximum Monthly Benefit:	\$6,000.00
Waiting Period:	180 calendar days (6 months)

17.2.5 Basic Life and Accidental Death and Dismemberment Benefits:

a. Full-time covered employees shall be provided with basic life and accidental death and dismemberment insurance benefit equal annual earnings, but no less than a \$25,000 minimum, the cost of which shall be fully paid for by the CCSNH. It is agreed by the parties that the CCSNH shall have the sole right to select the provider for life and accidental death and dismemberment benefit coverage.

17.2.6 Retirement Benefits: The CCSNH shall provide a defined benefit plan through the New Hampshire Retirement System. Such plan participation and administration shall be subject to the provisions of RSA 100-A and RSA 188-F, as amended.

17.2.7 Longevity: Any full-time covered faculty who has completed ten (10) years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$500.00 annually and an additional \$375.00 for each additional five (5) years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before November 1. The longevity payment shall be paid in the employee's first paycheck received in November. An employee who retires, resigns, or is laid off prior to November 1, but after his/her anniversary date, which is on or after November 2, will be entitled to the appropriate longevity payment upon retirement or separation. Longevity payment shall be made in a separate check from the regular payroll check.

**Article XVIII**  
**HOLIDAYS**

18.1 All full-time covered employees shall be entitled to the calendar holidays listed below provided the employee is on a pay status on the employee's next regularly scheduled work day preceding and subsequent to the holiday. Holidays shall be compensated at seven and one-half (7 ½) hours for exempt/salaried personnel.

18.2 The CCSNH recognizes the following paid holidays per calendar year. The CCSNH calendar year holidays are normally scheduled as listed below:

New Year's Day	January 1
Martin Luther King Jr./Civil Rights Day	January – third Monday
Presidents' Day	February – third Monday
Memorial Day	May – last Monday
Independence Day	July 4
Labor Day	September – first Monday
Veterans' Day	November 11
Thanksgiving Day	November – fourth Thursday
Day after Thanksgiving	November – as stated
Christmas Day	December 25
Chancellor's Holiday	Designated by CCSNH

18.3 When a calendar holiday falls on a Saturday, the holiday shall be designated on the previous Friday and when the calendar holiday falls on a Sunday, the holiday shall be designated on the following Monday.

18.4 A full-time covered faculty member who is required to work on a calendar holiday, as part of his/her assigned workload, shall be given at the discretion of management another scheduled workday off with pay.

**Article XIX**  
**PERSONAL LEAVE**

19.1 *Fiscal Year Personal Days*

19.1.1 All full-time covered employees shall be authorized four (4) fiscal year (FY) personal days. Employees shall accrue two (2) fiscal year personal day on July 1 and two (2) fiscal year personal day on January 1 of each fiscal year.

19.1.2 Fiscal Year (FY) personal days accrued under 19.1.1 above must be requested in whole days and used within the fiscal year (July 1 – June 30) in which they were earned. Unused fiscal year personal days shall lapse.

19.1.3 Upon separation due to a reduction in force pursuant to Article XV, a covered employee shall receive payment for accrued and unused Fiscal Year (FY) personal days remaining to his/her credit, provided that any or all amounts may be applied to offset any amounts owed to CCSNH by the employee.

19.1.4 For the purpose of reporting in accordance with the current CCSNH payroll system, Fiscal Year (FY) personal days accrued under 19.1.1 above shall appear as 7.5 hours for exempt/salaried personnel assigned to 37 1/2 hours per week.

19.2 *Personal Leave*

19.2.1 All full-time covered employees shall be entitled to use five (5) days of personal leave per fiscal year (July 1 – June 30) to be deducted from accrued sick leave. Such personal leave shall be noncumulative.

19.3 Employee utilization of fiscal year personal days and personal leave granted under this provision shall be requested in advance through a properly executed application for leave. The parties agree that such personal leave shall be granted at mutually agreeable times and CCSNH management agrees not to unreasonably deny such requests.

19.4 CCSNH management reserves the right to approve requests for fiscal year personal days and personal leave without advance notice due to unforeseen circumstances. Verification of such circumstances may be required by management.

**Article XX**  
**ANNUAL LEAVE**

20.1 All full-time year round (12 month) covered employees shall be entitled to annual leave with full pay based on the formula given below. Each employee's entitlement shall be calculated on a bi-weekly basis and shall be credited on the last day of the pay period. Leave accrued at the end of the pay period may not be used prior than the first workday of the following pay period. Annual leave shall be cumulative for not more than the prescribed days and shall not lapse.

20.1.1 Effective the pay period beginning January 5, 2018 full-time year round (12 month) employees shall accrue annual leave as follows:

<b>Continuous Years Worked</b>	<b>Hours Accrued Per Pay Period Based on a 37.5 Hour Work Week (1 Day = 7.5 Hours)</b>	<b>Days Accrued Per Year</b>	<b>Maximum Accrual</b>
0 thru 1	3.47	12	12 days
2 thru 8	4.33	15	32 days
9 thru 15	5.20	18	38 days
16 thru 20	6.06	21	44 days
21 plus	6.93	24	50 days

20.2 Eligibility to accrue annual leave is contingent upon the employee being on a paid status for the entire bi-weekly pay period. Annual leave is not earned in pay periods during which the employee was on an unpaid status for 7.5 hours or more.



20.3 A full-time year round covered employee who has had a break in CCSNH service shall be credited with prior periods of full-time CCSNH employment for leave accrual purposes if that employee's current period of full-time CCSNH employment has been three (3) or more continuous years in duration. Only prior periods of full-time CCSNH employment of two (2) or more consecutive years in duration shall be eligible for crediting.

#### 20.4 *Granting of Annual Leave*

20.4.1 Requests for the utilization of annual leave granted under this provision shall be initiated by the employee through a properly executed application for leave. Such requests shall be submitted in advance for CCSNH approval.

20.4.2 Full-time exempt (salaried) covered employees shall utilize annual leave in increments of one (1) hour or more for partial day absences; an absence less than one (1) hour does not require the utilization of accrued annual leave. Annual leave for a full day absence shall be utilized at 7.5 hours. The parties agree that such annual leave shall be granted at mutually agreeable times and CCSNH agrees not to unreasonably deny leave requests.

20.4.3 To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated annual leave at least once per calendar year. CCSNH may direct employees to take at least one full calendar week of annual leave in a calendar year.

20.4.4 CCSNH reserves the right to approve requests for annual leave without advance notice due to unforeseen circumstances. Verification of such circumstances may be required by management.

20.4.5 Should a conflict arise between two or more employees requesting the same period of time, CCSNH shall, provided all other things are equal, use CCSNH longevity as the method of resolving the conflict.

20.4.6 Once an employee's annual leave has been approved, his/her leave shall not be canceled or modified for any reason, except with mutual agreement, or in the case of an emergency as defined in Article III of this Agreement.

20.5 In the event that an employee is to be on annual leave for not less than two (2) calendar weeks, the employee, upon a written request made at least two (2) weeks prior to his/her last work day, shall be afforded the opportunity to have his/her next regularly scheduled pay check forwarded in accordance with his/her wishes.

#### 20.6 *Payment of Annual Leave*

20.6.1 A probationary employee while accruing annual leave during his/her probationary period, shall be entitled to accrue and utilize such leave as earned with appropriate approval pursuant to this Article. No payment of accrued but unused annual leave will be made upon separation from employment within the probationary period.

20.6.2 A covered employee, who resigns, retires, or is dismissed shall receive a sum equal to the number of days of annual leave remaining to his/her credit, provided that any or all amounts may be applied to offset any amounts owed to the CCSNH by the employee. In the event of death of a

covered employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

**Article XXI  
SICK LEAVE**

21.1 The purpose of sick leave is to afford employees protection against lost income from absences due to illness or injury and, in particular, long-term disability due to catastrophic illness or injury. Sick leave is not intended to supplement other leave provisions of this Agreement and is intended to be used only for the purpose set forth herein.

21.2 For the purpose of reporting in accordance with the current CCSNH payroll system and utilization, sick leave shall be converted to hours. The sick leave accrual rates established below shall be calculated as follows.

21.2.1 For exempt/salaried employees and non-exempt/hourly employees assigned to 37 1/2 hours per week, 1 ¼ days equals 9 hours, 23 minutes.

21.3 Effective the pay period beginning January 5, 2018, each employee’s sick leave accrual shall be calculated on a bi-weekly basis and shall be credited on the last day of the pay period. Sick leave accrued at the end of a pay period may not be used prior than the first work day of the following pay period. For the purpose of utilization, sick leave shall be counted as hours. Sick leave shall be cumulative for not more than the prescribed days.

21.3.1 Full-time covered employees assigned to a ten (10) month appointment shall be entitled to accrue sick leave based on time actually worked pursuant to the formulas cited below.

<b>Continuous Years Worked</b>	<b>Hours Accrued Per Pay Period Based on One (1) Day Per Month Over 20 Pays (1 Day = 7.5 Hours)</b>	<b>Hours Accrued Per Pay Period Based on One (1) Day Per Month Over 26 Pays (1 Day = 7.5 Hours)</b>	<b>Days Accrued Per Year</b>	<b>Maximum Accrual</b>
0 thru 8	4.69	3.61	12.5	90 days
9 thru 15	4.69	3.61	12.5	105 days
16 plus	4.69	3.61	12.5	120 days

21.3.2 Full-time covered employees assigned to an eleven (11) month appointment, as noted in Appendix C, shall be entitled to accrue sick leave based on time actually worked pursuant to the formulas cited below.

<b>Continuous Years Worked</b>	<b>Hours Accrued Per Pay Period Based on One (1) Day Per Month Over 24 Pays (1 Day = 7.5 Hours)</b>	<b>Hours Accrued Per Pay Period Based on One (1) Day Per Month Over 26 Pays (1 Day = 7.5 Hours)</b>	<b>Days Accrued Per Year</b>	<b>Maximum Accrual</b>
0 thru 8	4.30	3.97	13.75	90 days
9 thru 15	4.30	3.97	13.75	105 days
16 plus	4.30	3.97	13.75	120 days

21.3.3 Full-time covered employees assigned to a twelve (12) month appointment shall be entitled to accrue sick leave based on time actually worked pursuant to the formulas cited below.

<b>Continuous Years Worked</b>	<b>Hours Accrued Per Pay Period Based on One (1) Day Per Month (1 Day = 7.5 Hours)</b>	<b>Days Accrued Per Year</b>	<b>Maximum Accrual</b>
0 thru 8	4.33	15	90 days
9 thru 15	4.33	15	105 days
16 plus	4.33	15	120 days

21.3.4 Eligibility to accrue sick leave is contingent upon the employee being on a paid status for the entire bi-weekly pay period. Sick leave is not earned in pay periods during which the employee was on an unpaid status for 7.5 hours or more.

21.4 Use of Sick Leave: An employee may utilize his/her sick leave, allowance for absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician; medical and dental appointments with prior approval; care to an ill or injured family member; personal leave in accordance with Article 20.2 of the Agreement; or death in the employee’s family. Full-time exempt (salaried) covered employees shall utilize sick leave in increments of one (1) hour or more for partial day absences; an absence of less one (1) hour does not require the utilization of accrued sick leave. Sick leave for a full day absence shall be utilized at 7.5 hours. Use of accrued sick leave shall be deducted from his/her allowance on the basis of work days and not calendar days. The CCSNH may place a covered employee on sick leave when, in the opinion of management, the employee appears to be of such physical condition so as to prohibit the employee from fulfilling his/her assigned duties.

21.4.1 *Sick Leave to Provide Care to a Family Member*

a. An employee may utilize up to seven (7) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who is “incapable of self-care” within the meaning of the Family and Medical Leave Act (FMLA), or to accompany such person(s) to healthcare provider visits.

b. In addition to the seven (7) days authorized in 21.4.1 (a) above, an employee may utilize up to fifteen (15) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who has an FMLA qualified illness or injury and is “incapable of self-care” within the meaning of the FMLA. This leave shall be counted as part of the employee’s FMLA leave entitlement.

c. An employee may utilize up to twelve weeks of non-intermittent sick leave for the birth of their child or the adoption of a child. The leave, if taken, shall be taken immediately following the birth or adoption and shall be counted as part of the employee’s Family Medical Leave Act (FMLA) entitlement.

21.4.2 *Bereavement Leave:* An employee may utilize up to five (5) days of sick leave for a death in the employee's family.

21.4.3 For the purpose of administering 21.4.1 and 21.4.2 above, family shall be defined as: wife, husband, same sex domestic partner, children, the minor or dependent children of the same sex domestic partner, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law. This definition may be expanded to include other persons at the discretion of a requesting employee's supervisor on a case by case basis. If the supervisor agrees to expand, the number of days granted, up to five (5) additional days, shall also be at the discretion of the supervisor.

#### 21.5 *Sick Leave for Maternity Purposes*

21.5.1 Disability due to maternity shall be an appropriate use of sick leave during the period of time that the employee is medically unable to work.

21.5.2 Employees applying for sick leave relating to pregnancy shall comply with the same application and medical documentation requirements as employees who apply for sick leave due to other health-related disabilities.

#### 21.6 *Family and Medical Leave Act*

21.6.1 Eligibility for benefits in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA) shall be provided in accordance with applicable statutes and shall be subject to applicable CCSNH policies.

21.6.2 The FMLA provides eligible employees up to twelve (12) weeks of unpaid and/or paid leave charged to leave balances for certain personal and family medical reasons. The FMLA allows for an eligible employee to be absent from work for up to 12 weeks in a 12 month period due to his/her own serious health condition; the birth of a child or the placement with the employee of a child for adoption or foster care; the need to care for a family member (child, spouse, or parent) with a serious health condition; or for a military qualifying exigency. The FMLA allows an eligible employee to be absent from work for up to twenty-six (26) weeks to care for a covered service member with a serious injury or illness during a single 12 month period.

21.6.3 Covered employees should contact the CCSNH Human Resources Office for more detailed information regarding the Family and Medical Leave Act and to discuss individual situations.

#### 21.7 *Application for Use of Sick Leave*

21.7.1 For an unscheduled absence, notification of absences shall be given on the first (1<sup>st</sup>) day of absence, prior to the start of the employee's work day. For scheduled absences, notification shall be given as early as possible.

21.7.2 To utilize his/her sick leave allowance, the employee must file a written application for leave with his/her supervisor, specifying that the basis of the request is:

“illness”,  
“injury”,

“serious health condition as defined by the FMLA”,  
“dependent care”,  
“medical/dental appointment”,  
“personal leave”,  
“bereavement”  
“military leave” or  
“donated to name of employee”

21.7.3 When an employee returns to work from an unscheduled absence due to an allowable use of sick leave s/he must file a written application for leave with his/her supervisor.

21.7.4 An employee may be required to furnish management with a certificate from the attending physician or other licensed health care practitioner when, for reasonable cause, management believes that the employee’s use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Such certificate shall contain a statement that, in the practitioner’s professional judgment, sick leave is necessary. In addition, the CCSNH may, at its expense, have an independent physician examine one of his/her employees who, in the opinion of management, may not be entitled to sick leave. The time related to such examination shall not be charged to the employee’s leave.

## 21.8 *Payment Upon Separation*

21.8.1 Upon resignation or dismissal the amount of sick leave remaining to a covered employee’s credit shall lapse.

21.8.2 In the event of death of a covered employee while in service with the CCSNH, a sum equal to the number of days of sick leave remaining shall be paid to the employee’s estate.

21.8.3 Upon retirement under the provisions of RSA 100-A:5, RSA 100-A:6, and RSA 100-A only, or upon eligibility under RSA 100-A:5 but electing to receive a lump sum payment in lieu of an annuity, a full-time covered employee shall receive payment in a sum equal to 50% of the number of sick leave days remaining to the employee’s credit. However, the total number of days eligible for payment shall not exceed sixty (60) days. In no instance shall accrued sick leave be used to extend employment beyond the employee’s last day of work.

21.8.4 Upon separation due to retrenchment pursuant to Article 15 of this Agreement, a full-time covered employee shall receive payment in a sum equal to 50% of the number of sick leave days remaining to the employee’s credit. However, the total number of days eligible for payment shall not exceed sixty (60) days. In no instance shall accrued sick leave be used to extend employment beyond the employee’s last day of work.

21.9 Whenever a former employee, who has been separated from the CCSNH due to a reduction in force is reinstated within the recall period pursuant to Article XV of the Agreement, the previously accumulated and uncompensated sick leave pursuant to 21.8.4 above, the balance of his/her sick leave allowance shall be reinstated and placed to his/her credit.

21.10 A full-time covered employee who has had a break in CCSNH service shall be credited with prior periods of full-time CCSNH employment for leave accrual purposes if that employee’s current period of full-time CCSNH employment has been three (3) or more continuous years in duration. Only prior periods

of full-time CCSNH employment of two (2) or more consecutive years in duration shall be eligible for crediting.

21.11 Shared Sick Leave: Under the shared sick leave program, full-time covered employees may voluntarily donate unused sick leave to eligible full-time covered employees who have been granted unpaid leave of absences due to a serious illness or injury for which there is no paid leave benefits or salary replacement income or benefits available. Shared leave cannot be used for common, minor, or chronic medical conditions, a job-related illness or injury that is covered by workers' compensation, or for a health condition in which the employee is receiving disability benefits. CCSNH faculty and staff shall be allowed to share sick leave in accordance with the provision so long as both of the separate bargaining units agree to do so. Acquiescence by both bargaining units shall be evidenced by a memorandum of agreement between the two groups. If at any time, either bargaining unit wishes to end the shared sick leave arrangement, it may do so.

21.11.1 A full-time covered employee is eligible to receive sick leave donations provided he/she has completed one year of service, has exhausted all forms of paid leave prior to receiving the additional sick leave, and is on an approved unpaid leave of absence due to a serious health condition qualified under the Family Medical Leave Act of 1993 (FMLA). Paid leave includes sick leave, annual leave, fiscal year personal days, and compensatory time.

21.11.2 A full-time covered employee is eligible to donate sick leave provided he/she has completed one year of service. Leave donations may be made in full-day increments only. Sick leave donations on behalf of eligible employees shall not be authorized until solicited. Solicitation may not take place until after an approval has been issued by the CCSNH Labor Management Committee or a LMC sub-committee thereof. Each donation must be directed to a specified recipient.

21.11.3 To receive donated sick leave a full-time covered employee must meet the criteria set forth in 21.11.1 above and complete an application for donated sick leave, which shall include the amount of leave requested, the reason(s) for the request, and medical certification of the need. The completed application shall be forwarded to the CCSNH Director of Human Resources.

21.11.4 Requests for donated sick leave shall be reviewed by the CCSNH Labor Management or LMC sub-committee thereof, who shall approve or deny the request. Upon approval the Committee shall determine the amount of donated sick leave to be granted. The maximum amount of donated sick leave that an employee may receive is 120 days for each qualifying event. Nothing shall prohibit additional requests for separate qualifying events under Article 21.11.1.

21.11.5 Donated sick leave may be used on an intermittent basis for a gradual return to work as recommended by the employee's medical provider and authorized by the CCSNH or for medical appointments related to the serious health condition for which the donated leave was granted. Upon return to work any unused donated sick leave shall remain as part of the recipient's sick leave balance.

21.11.6 Eligibility for shared sick leave ends either when an employee returns to full-time work, a medical condition improves to the point where it no longer qualifies for donated leave; the employee qualifies for long-term disability benefits pursuant to Article 17.2.3 of this Agreement; or the employee separates from employment. Donated sick leave remaining to the employee's credit at the time of employment separation, retirement, or death shall lapse.

21.11.7 The decision of the CCSNH Labor Management Committee administering the shared sick leave program shall be final and binding. If a request is not approved, no further action shall be taken by the parties or by the requesting employee.

**Article XXII**  
***LEAVE OF ABSENCES WITHOUT PAY***

22.1 Leave of absences without pay may be granted at the discretion of the CCSNH for appropriate reasons for a period of up to one (1) year for full-time covered employees. A leave of absence without pay shall not exceed (1) year, unless otherwise provided by law.

22.2 Leave of absences without pay due to sickness shall not be granted until all of the full-time covered employee's accumulated sick leave, annual leave, personal days, and/or compensatory time has been exhausted.

22.3 No annual leave, sick leave, or personal days shall be accumulated during a leave of absence without pay and the full-time employee's increment and seniority dates may be adjusted based on the total number of calendar days without pay. The continuation of health, dental, retirement and other voluntary benefits shall be processed in accordance with federal laws, the provisions of this Agreement, and/or human resources policies and procedures.

22.4 Notwithstanding the provision of Article 22.3 above, a full-time covered employee who requests and is approved for a leave of absence without pay that is unrelated to sickness shall not be required to utilize and exhaust his/her annual leave prior to being granted such leave of absence.

22.5 An employee who fails to return to work from an approved leave of absence when scheduled shall be considered to have voluntarily terminated his/her employment with the CCSNH.

**Article XXIII**  
***MILITARY LEAVE***

23.1 The CCSNH will comply with all federal law governing military service, including military leaves of absences, as required by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA, 38 U.S.C., Sections 4301- 4334) and any other pertinent legislation.

23.2 Any full-time covered employee who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave when such duty is in conflict with the employee's regular work schedule. The employee, regardless of funding source, shall be entitled to fifteen (15) days of paid military leave per training year to engage in temporary active duty when such duty is in conflict with the employee's work schedule.

23.3 Any full-time covered employee, who is required to engage in active military duty and whose military leave has been exhausted for that training year, may request the utilization of accrued annual leave, up to fifteen (15) days of sick leave, personal days, compensatory time, or leave without pay, the approval of which shall not be unreasonably withheld.

23.4 Any full-time covered employee who is in an active military status and who is in a without pay status, shall not be entitled to accrue any form of leave.

23.5 In time of armed conflict, members of the National Guard or Armed Forces Reserves, who are assigned duties related to notification of next of kin, ceremonial or funeral details shall be released from their regular duties without loss of leave or pay. Such employees shall provide their supervisor with notice as soon as possible as to the date and expected duration of such assignments.

**Article XXIV**  
***CIVIL LEAVE/JURY DUTY***

24.1 Any covered employee shall be granted civil leave without loss of pay or accrued leave when performing jury duty or when subpoenaed to appear before a court, public body, or administrative tribunal. Such civil leave shall only be granted when the time period of service coincides with the employee's regular work schedule. A covered employee shall report to work when not impaneled for actual service or s/he is on call.

24.2 Employees teaching a class immediately after a period of time for which civil leave is granted shall not be denied the utilization of accumulated annual, fiscal year personal days, or personal leave for that class time.

24.3 An employee on civil leave shall surrender to the CCSNH any fees received for such activity, less mileage reimbursement for use of the employee's own vehicle, provided the employee is being paid by CCSNH for such time involved in the activity as defined in Article 24.1 above.

24.4 Under normal circumstances, the CCSNH will not request that a covered employee seek a jury duty deferment. However, should the release of an employee create an undue hardship for the employing institution, management may request that the employee provide information to the designated court for deferral consideration.

**Article XXV**  
***EDUCATIONAL LEAVE***

The CCSNH encourages participation in educational programs that develop and advance an employee's job-related skills and knowledge, enhance job performance, or prepare the employee for advancement in CCSNH employment. Educational leave with or without pay may be granted, at the discretion of the CCSNH, for the purpose of allowing employees time to further their education through an approved full-time course of study or comparable professional development activity directly related to their work or that of the Community College System. Such leaves shall be available as a matter of privilege rather than a right.

*25.1 Educational Leave Without Pay*

25.1.1 A full-time covered employee who has completed two (2) years of continuous employment and has satisfactory job performance in his/her current position is eligible to apply for an educational leave without pay. Such application shall be made in accordance with CCSNH policies and procedures. Approval of educational leave without pay shall not be unreasonably denied.

25.1.2 An educational leave without pay shall not be granted for more than 12 consecutive months and shall be granted only at a time when it will not disrupt the operations or teaching programs of the Community College System or its colleges.



25.1.3 During an approved educational leave without pay no annual leave, sick leave, or personal days shall be accumulated and the employee's increment and seniority dates shall be adjusted based on the total number of calendar days without pay. The continuation of health, dental, retirement, and other voluntary benefits shall be processed in accordance with federal laws, the provisions of this Agreement, and human resources policies and procedures.

## 25.2 *Educational Leave With Pay*

25.2.1 A full-time covered employee who has completed six (6) years of continuous employment at the CCSNH and has satisfactory job performance in his/her current position is eligible to apply for an educational leave with pay. Such application shall be made in accordance with CCSNH policies and procedures. Approval of an educational leave with pay shall not be unreasonably denied.

25.2.2 An eligible employee may be granted full-time educational leave not to exceed six (6) months at half pay after six (6) years of service with the CCSNH. An eligible employee with ten (10) years or more service with the CCSNH, may be granted full-time leave not to exceed one (1) year (12 months) at half pay.

25.2.3 An educational leave with pay will not be granted for more than 12 consecutive months and shall be granted only at a time when it will not disrupt the operations or teaching programs of the Community College System or its colleges.

25.2.4 During an approved educational leave with pay, the employee shall receive his/her increment and longevity benefits, but is not entitled to accumulate annual or sick leave. The employee's health, dental, and other insurance benefits will be continued in the normal manner. Those benefits which are salary dependent (i.e. retirement deductions) shall continue at the employee's normal percentage rate on the salary being paid during the leave time.

## 25.3 *Limitations*

25.3.1 The beginning and ending of an educational leave for a full-time covered employee shall be scheduled at times reasonable and convenient to the employee's department or work unit.

25.3.2 The CCSNH reserves the right to limit educational leaves due to financial, programming, operational and/or staffing considerations.

## **Article XXVI OTHER LEAVE & VOLUNTEER EMERGENCY SERVICE**

26.1 *Employee Assistance Program:* Full-time or regularly scheduled part-time employees may be granted up to three (3) hours of paid administrative leave per fiscal year for the purpose of attending appointments with a representative from the CCSNH recognized Employees Assistance Program (EAP). The use of such leave must be coordinated with the employee's supervisor prior to leaving the workplace to attend an EAP meeting.

26.2 *Volunteer Emergency Service:* A full-time employee who serves as a volunteer fire fighter, licensed ambulance attendant, emergency medical technician, disaster relief worker, search and rescue

responder, or licensed rescue squad attendant and who is called from work, delayed in reporting to work, or absent from work due to emergency service shall be granted the use of annual leave, personal days, and/or accrued compensatory time to cover the period of such absence. An employee shall notify his/her immediate supervisor of such emergency service and of his/her need to be absent from work as soon as practical. The performance of said duties may be verified by management.

## **Article XXVII** ***INSTITUTIONAL CLOSURE***

27.1 As a condition of employment, all employees of the CCSNH are expected to work at their assigned times and schedules regardless of weather conditions or other circumstances. A CCSNH institution may close due to an emergency or extreme weather condition, when it is determined that the health or safety of employees would be placed at risk or that conditions or events prevent the performance of regular operations, services, or programs. At such times an institutional closure may be declared and authorized by the Chancellor, the College President for his/her institution, or the appointed designee. The cancellation of classes for students by itself does not constitute “an institutional closure.”

### *27.2 Personnel Designations and Treatment of Absences*

27.2.1 Each CCSNH institution shall be responsible for designating essential personnel and communicating that designation to such personnel at the time of an official institutional closure. Essential personnel shall be required to report to work as scheduled. Essential personnel classified as exempt shall receive their regular rate of pay/salary for time worked.

27.2.2 All other personnel who are not required to report to work or remain at work because of an official institutional closure shall be considered absent with pay and such absences will not be charged to any accrued leave or compensatory time for the designated time period of the institutional closure. Employees who do not report to work before an institutional closure is declared, shall be required to utilize accrued leave time for the time not covered by the institutional closure.

27.2.3 Covered employees who are not directly affected by the conditions warranting the institutional closure or who are not scheduled to work during such times, shall not accrue any right to, and shall not be compensated in any manner for, any absence that may be authorized for those covered employees directly affected.

27.3 In cases when operations are not delayed or closed, covered employees who are unable to report to work due to weather conditions shall be entitled to utilize accrued annual leave, personal days, or compensatory time. Under such circumstances, employees shall report said absences in accordance with their institution’s policy for reporting absences. At the discretion of management, employees may be permitted to make up missed work time within the designated pay week.

## **Article XXVIII** ***UNIFORMS AND EQUIPMENT***

28.1 Each CCSNH institution retains the right to establish standards for uniform wear. Uniforms are attire required and selected by the CCSNH institution to be worn in the performance of assigned duties.

Uniform clothing as defined in this section shall be administered in accordance with CCSNH policies and procedures.

28.1.1 Each CCSNH institution shall reimburse a covered employee, whose individual Personal Protective Equipment (PPE) Assessment indicates a need for safety footwear pursuant to current occupational safety and health standards, for the cost of safety footwear in an amount of up to \$150.00. An additional allowance shall be paid only when the footwear is damaged due to a job related activity or through normal wear and tear. The CCSNH retains the right to determine the appropriate style of safety footwear and such footwear shall meet current standards for personal protective equipment.

28.1.2 Each college, as applicable, shall provide employees who are required to attend graduation and participate in the graduation procession, with a cap, gown, and other appropriate regalia. The care and laundering of assigned graduation clothing shall be the employee's responsibility.

28.2 Each CCSNH institution shall issue or make available such protective clothing and equipment as deemed necessary to provide for the health and safety of employees.

28.3 Each CCSNH institution shall incur all costs associated with the repair/replacement of equipment lost or damaged by an employee during the normal performance of his/her assigned job duties. The employee shall be assessed a charge for the repair or replacement of equipment lost or damaged due to the employee's willful behavior or gross negligence.

## **Article XXIX**

### ***PAYROLL INFORMATION***

29.1 All covered employees shall be paid on a bi-weekly basis in accordance with the designated CCSNH payroll calendar.

29.2 All covered employees shall be paid by direct deposit. For those covered employees who elect to opt out of direct deposit, a paper payroll check will be generated and mailed to the employee's designated work address for distribution. Such payroll checks will normally not be distributed to employees earlier than the designated payment date for the particular pay period.

29.3 Payroll detail information shall include a clear designation as to the amount and category, e.g., regular, overload, leave, or holiday pay, of compensation for which payment is being made.

29.4 Ten (10) month faculty shall be granted the option of receiving their earnings in twenty (20) bi-weekly payments or in twenty-six (26) bi-weekly payments. Payment elections must be made prior to the start of the work period and cannot be changed after the work period begins.

29.6 Payroll checks, payroll advice forms, and other such payroll documents shall be distributed in a manner that maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be interpreted so as to hinder the normal functioning of the payroll system, or to limit access to personal and payroll information by employees whose job functions require such access.

**Article XXX**  
***TRAVEL REIMBURSEMENT AND ADVANCES***

30.1 Reimbursement for travel and meals shall conform to the terms of this Agreement and the policies and procedures established by the CCSNH. The CCSNH shall reimburse covered employees for reasonable and necessary expenses incurred due to authorized CCSNH travel. CCSNH agrees that it will not alter any travel or meal reimbursement amounts for covered employees without first consulting with the Association.

30.2 Employees who are on travel status are expected to exercise good judgment when incurring travel costs. All business travel must be pre-approved and prudently planned so that the best interests of the CCSNH institution are served at the most reasonable costs. The CCSNH institution shall provide reimbursement for business travel expenses only if such expenses are reasonable, properly authorized, appropriately documented, and within the guidelines of established financial and travel policies and procedures. No portion of costs associated with personal travel will be paid by the CCSNH institution.

30.3 The CCSNH agrees to reimburse covered employees for valid travel expenses within fifteen (15) working days of the date the employee submits to the CCSNH a properly completed and authorized travel expense form along with itemized receipts. The CCSNH agrees to treat travel reimbursement requests with the same priority as payroll.

30.4 *Mileage Reimbursement*

30.4.1 The CCSNH shall provide reimbursement to covered employees required to use their personal vehicle for authorized CCSNH business travel. A valid drivers' license issued within the United States and a safe driving record are required. Proof of a valid drivers' license must be provided by the employee to the CCSNH to be eligible for mileage reimbursement. Verification of a safe driving record may be required. The cost of obtaining such record, if any, shall be borne by CCSNH, except as otherwise identified as a job requirement.

30.4.2 The Parties agree that all covered employees who are required to use their private vehicles for CCSNH business shall be reimbursed for all miles incurred at the maximum mileage rate then allowable by the U.S. Internal Revenue Service for the first mile of travel. The Parties further agree that any changes in the mileage reimbursement rate, as a result of U.S. Internal Revenue Service action, shall be made prospectively. The parties further agree that an employee shall record mileage incurred on CCSNH business from the odometer readings on his/her vehicle and the CCSNH shall reimburse for all reasonable travel incurred. In the absence of odometer readings, travel mileage shall be computed based on official state highway maps or Map Quest queries, and shall be reimbursed based on the most expedient, commonly traveled direct routes. In no instance, however, shall the CCSNH reimburse for travel incurred from an employee's home to or through the site of his/her official headquarters, or vice versa, unless such reimbursement is specifically authorized by this Agreement.

30.4.3 A valid receipt is required for the reimbursement of tolls. If a valid receipt is not presented, the covered employee will be reimbursed at the E-Z pass rate that is in effect at the time of travel.

30.4.4 A valid receipt is required for the reimbursement of parking expenses associated with business travel.

### 30.5 *Meals*

30.5.1 When associated with authorized CCSNH travel, covered employees shall be reimbursed for meals, taxes, and tips in accordance with the following conditions and schedules:

a. Employees presenting an itemized receipt shall be reimbursed for the actual reasonable cost of breakfast, lunch, or dinner, the meal tax, and a service tip, up to a maximum of 15%.

b. In-State Travel: Without a receipt for incurred travel expenses, employees shall be reimbursed at the then current travel per diem rate set by the General Services Administration for Merrimack County. Such reimbursement shall be calculated at the following percentages:

Breakfast –	20%
Lunch -	25%
Dinner -	55%

c. Out-of-State Travel: Without a receipt for incurred travel expenses, employees shall be reimbursed for meals at rates consistent with the General Services Administration (GSA) Travel Per Diem Rates in effect at the time of travel for the destination. GSA rates may be obtained at [www.gsa.gov](http://www.gsa.gov).

d. The CCSNH may authorize meal reimbursement for a covered employee who is required to work beyond his/her regularly scheduled hours or who requests to attend an official function, banquet, dinner, or meeting associated with a meal, provided that authorization is given in advance and in writing. The CCSNH shall not require an employee to attend an official function, banquet, dinner, or meeting associated with a meal if reimbursement is not authorized.

e. Reimbursement shall not be authorized for meals included within the lodging fee or included as part of the registration fees for a conference, workshop, or training session.

f. Reimbursement shall not be authorized for alcoholic beverages.

### 30.6 *Lodging Reimbursement*

30.6.1 The CCSNH agrees to reimburse covered employees for the reasonable costs of lodging expenses incurred while on authorized CCSNH business travel that is fifty (50) miles or more from the traveler's home or primary work site. Exceptions to the fifty (50) mile limit may be authorized by the Chancellor or designated College President. Reimbursement for lodging expenses shall be processed at single occupancy or standard business room rates. When the lodging is at the location of the conference, reimbursement will be limited to the conference rate. Reimbursement shall include costs associated with the room tax and a maximum non-meal tip allowance of \$3.00 per day to be used for lodging related services such as maid, concierge, bell hop, or valet services. For reimbursement employees must submit an original itemized hotel invoice and the completed and authorized travel expense forms.

### 30.7 *Air Travel*

30.7.1 When coordinating travel for authorized CCSNH business, covered employees may utilize a CCSNH approved travel vendor to arrange air travel, which shall be directly invoiced to the CCSNH for payment. Covered employees may elect to coordinate their own travel arrangements by incurring the costs associated with the business travel. The CCSNH agrees to reimburse covered employees for the reasonable costs of air fare. For reimbursement, employees must submit a paid itemized invoice and the completed and authorized travel expense forms. Employees are required to travel at the economy rate and shall make every effort to plan the trip early and/or be flexible in their flight times to take advantage of the best rate available. Employees are directed to seek out the least expensive modes of transportation (bus, hotel shuttle, etc.) when getting to and from airports.

30.7.2 Upon request, the CCSNH agrees to provide travel cash advances and/or pre-payment of lodging and/or air travel expenses for authorized business travel due to specific situations that would cause undue financial hardship to the employee. Expenses associated with the travel must be reconciled and substantiated within 15 calendar days from the return date of travel. The traveler must repay the CCSNH for any advance in excess of the approved reimbursable expenses. Requests for travel cash advances shall be processed in accordance with CCSNH policies and procedures.

## **Article XXXI** ***TRAINING AND EDUCATION***

31.1 CCSNH institutions, may use institutional funds to reimburse eligible employees for participation in professional development activities. Payment for professional development activities shall be subject to the availability of funds and shall be limited to the reimbursement of registration fees and travel costs only. Requests for professional development funding including cash advances shall be processed in accordance with CCSNH policies and procedures and the provisions of Article 30, Travel Reimbursement & Advances, of this Agreement.

31.2 CCSNH institutions, may use institutional funds to reimburse eligible employees for tuition costs associated with credit coursework completed in a satisfactory manner at a regionally accredited, degree-granting college or university. Tuition reimbursement shall be subject to the availability of funds and shall be limited to the cost of tuition. Requests for tuition reimbursement shall be processed in accordance with CCSNH policies and procedures.

31.3 *Expense Reimbursement:* A covered employee who is selected and authorized by the Employer to participate in any organized training, retraining, or staff development program offered by the CCSNH during on-duty hours, will be reimbursed for required expenses associated with such training.

31.4 *Education Schedule Adjustments:* The CCSNH shall allow when practical, for a covered employee to make adjustments in his/her work schedules to complete approved job related training. Approved training, when during the normally scheduled work day, shall not require the use of leave time.

31.5 Information, instruction, and training, when necessary, shall be provided to an employee or group of employees who are subject to new technology, processes and/or responsibilities related to their assigned job duties.

### 31.6 *Tuition Benefit*

31.6.1 Pursuant to RSA 188-F:15, II, as amended, full-time covered employees who have completed one year of previous service at the CCSNH shall be entitled to enroll in any credit or non-credit course offered by a CCSNH College, where the tuition is paid to the CCSNH entity, at a 100% tuition discount and waiver of the Comprehensive Student Services fee and Academic Instruction fee. The employee tuition benefit shall be processed in accordance with CCSNH policies and procedures.

31.6.2 Pursuant to RSA 188-F:15, as amended, the dependents of eligible full-time employees may enroll in any of the regular credit courses offered by a CCSNH college at a 50% tuition discount of the current in-state tuition rate. This benefit is not cumulative; that is, if both parents are employed on a full-time basis by the CCSNH, one-half (50%) of the current in-state tuition for their dependent child or children must be paid. The dependent tuition benefit shall be processed in accordance with CCSNH policies and procedures.

31.6.3 To the extent that RSA 188-F:15 is modified during the term of this Agreement, such changes will apply to the tuition benefit described in this section.

## **Article XXXII** ***INTELLECTUAL PROPERTY***

32.1 *Applicability:* This provision applies to all covered employees involved in carrying out the CCSNH's mission while under the auspices of the CCSNH.

### 32.2 *Definitions.*

32.2.1 *Intellectual Property.* As used in this provision, intellectual property includes not only technology such as inventions, discoveries, creations, or authored works which may be protected legally (such as with Patents and Copyrights), but also the physical or tangible embodiment of the technology, such as biological organisms, plant varieties, or computer software based on or derived from research data.

32.2.2 *Scholarly Works.* Traditional publications in academia regardless of their medium of expression, such as books, case studies, peer-reviewed manuscripts, journal articles, glossaries, bibliographies, creative works, etc.

32.2.3 *Course Material.* Those elements that constitute an academic course delivered in traditional and non-traditional (online, e.g.) mode, including but not limited to: syllabi, course descriptions, class and lecture notes, quizzes, tests, assignments, laboratories, study guides, and content.

### 32.3 *Provision for Ownership:*

32.3.1 The CCSNH relinquishes any claim to ownership of scholarly works and assigns intellectual property rights to the covered employee.

32.3.2 Course material created by the covered employee in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the employee for proprietary or marketing purposes outside of the college but is available to the college for internal review, use and distribution within the CCSNH and to external accrediting agencies.

32.3.3 If a covered employee retains title to copyright of course material or scholarly works developed as part of his/her regular employment responsibilities, the employee shall grant to the CCSNH a non-exclusive, irrevocable, royalty-free right to use, display, duplicate, create derivative works and/or distribute the materials with appropriate attribution for educational, grant fulfillment, and/or research purposes.

32.3.4 The CCSNH shall retain ownership and intellectual property rights to work commissioned by the college pursuant to a written contract or memorandum of understanding (MOU) with the covered employee.

### **Article XXXIII** ***HEALTH AND SAFETY***

33.1 The CCSNH shall use its best efforts to provide and maintain safe, secure, and healthy working conditions and the Association shall fully cooperate by encouraging covered employees to perform their assigned tasks in a safe manner and to report safety concerns to management.

33.2 No employee shall be required to perform any work under conditions that may reasonably endanger his or her health, safety, or physical wellbeing.

33.3 A Safety Committee composed of equal members of management and covered employees shall be established at each CCSNH college and system office. The purpose of such safety committees shall be to develop programs of safety education and training, health protection and reasonable standards for compliance by both employer and employee. Each safety committee shall meet at least quarterly to develop and carry out workplace safety programs. Covered employee representatives shall be appointed by the Association.

33.4 As reflected in the composition of the Safety Committees as noted in 33.3 above, institutional safety is a joint responsibility of management and its employees. Each Safety Committee will be responsible for carefully analyzing all of the particular circumstances and conditions of its environment and for making well-considered written recommendations regarding safety practices, equipment, and personnel to the College or System Office administration. Such recommendations will be responded to in writing within thirty (30) calendar days of submission.

33.5 Each CCSNH institution agrees to maintain up-to-date first aid kits located in secure but readily accessible areas. All on-the-job injuries, regardless of seriousness, shall be immediately reported to the employee's supervisor. The names and telephone numbers of emergency services, e.g. police, fire, licensed ambulance services and the poison control center shall be posted on official bulletin boards and in each room near the telephone.

33.6 Each CCSNH institution shall have an emergency response and notification plan in place and such plan shall include appropriate trainings and be communicated effectively to all covered employees.

33.7 In the event that inmate labor from a correctional facility is to be used at any College or the System Office, all covered employees at the designated location shall be advised at least seven (7) calendar days



prior to the arrival of any such inmate of where such labor is to be performed and as to the nature of the work to be performed. Such notice shall also be provided to the Association.

33.8 Mothers' Health Care: The CCSNH, when feasible, shall provide a private area and sufficient time for covered employee postnatal mothers to tend to lactation needs.

33.9 CCSNH institutions maintain electronic surveillance systems for the purpose of providing a safe and secure environment. In the event that such surveillance data is used in relation to the discipline or discharge of an employee, CCSNH shall provide a copy of such surveillance data to the Association as early as practicable, but no later than Step 1 of the grievance process.

#### **Article XXXIV** ***PERSONNEL FILES***

34.1 A personnel file exists as a record of an individual's employment history, achievements, and activities. The CCSNH shall maintain one official personnel file for each covered employee. This file shall be maintained at the CCSNH Human Resources Office under the custody of the CCSNH Director of Human Resources. The contents of personnel files shall include documents used to support personnel actions such as, compensation, benefits, performance evaluations and related documentation, counseling letters, disciplinary actions, training, licensure, certification, awards, commendations, and other employment records or employment-related correspondence. The existence of the official personnel file shall not preclude duplicative or non-official files, but any such files shall not be considered the official file of the employee. In the event that information is omitted, absent, or missing from his/her personnel file, the employee shall be able to submit such information to the CCSNH Human Resources Office and the same shall be included in such personnel file.

34.2 Medical records shall not be part of the employee's official personnel file. A separate file shall be maintained by the CCSNH Human Resources Office for documents including medical records obtained in the course of employment including any permitted drug or alcohol testing; first reports of injury; applications and memos of payments related to workers' compensation benefits; and requests for reasonable accommodations. Such files shall be available to the employee for inspection and copying.

34.3 Documents obtained or generated during the course of an investigation involving a covered employee shall be maintained in a confidential manner in a separate file from the employee's official personnel file. Investigative documents pertaining to allegations that are determined to be unfounded shall be stored confidentially by the CCSNH Director of Human Resources for a period of five (5) years. After five (5) years, all such investigative documents shall be destroyed if there have been no further incidents within the five (5) year time period. However, any discipline or counseling resulting from such investigation shall be included in the employee's official personnel file as set forth in Section 34.1 above and Article 15 of this Agreement.

34.4 Documentation pertaining to disciplinary actions that are reversed or overturned through the process of formal or informal settlement shall be removed from the employee's official personnel file.

34.5 The employee, his/her authorized representative (with written authorization), and appropriate officials of the CCSNH and its colleges shall have the right to access an employee's personnel file. Third parties are not entitled to inspect personnel files, unless otherwise required by law.

34.6 Employees shall be allowed access to their official personnel file during normal business hours of the CCSNH Human Resources Office for inspection. Such inspection shall be made subject to prior arrangement with the CCSNH Human Resources Office. A single copy of documents requested by the employee shall be provided by the CCSNH Human Resources Office without charge.

34.7 Employees shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file. The personnel file shall not contain any anonymous correspondence.

34.8 An employee shall have the right to respond to any material placed in the personnel file and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an employee's performance or related to any disciplinary action shall be placed in the personnel file until the employee has been given a copy or notified of the material.

34.9 No part of this provision shall be in violation of RSA 91-A, New Hampshire's "Right-to-Know" Law or RSA 275:56, and the parties agree to comply with the provisions of such statutes, as amended. Should new statutes become effective with regard to personnel files and records, the CCSNH will react appropriately to comply with those statutes and will notify all personnel accordingly.

### **Article XXXV** ***NO STRIKE OR LOCKOUT***

35.1 The Association on behalf of its officers, agents, and bargaining unit members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strike or other forms of job actions declared unlawful by RSA 273-A:13.

35.2 Any member of the unit who violates the provisions of this Article will be subject to discipline, including discharge.

35.3 In the event of a prohibited action under this Article, the Association agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Association's policy of opposition to such activity.

35.4 The CCSNH agrees that neither it nor any of its Trustees, officers, agents, or employees shall engage in any lockouts or other forms of job action that have been declared unlawful for the life of this Agreement or any written extension thereof.

### **Article XXXVI** ***NOTICES***

36.1 Notice to Association: Whenever a written legal notice is required to be given by the CCSNH to the Association, such notice shall be given to the organization of the New Hampshire Higher Education Union, IBEW Local 2320, with offices in Manchester, New Hampshire.

36.2 Notice to CCSNH: Whenever written legal notice is required to be given by the Association to the CCSNH such notice shall be given to the Human Resources Director at the CCSNH System Office.

**Article XXXVII**  
**WAIVER**

37.1 Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

**Article XXXVIII**  
**SEPARABILITY**

38.1 In the event that any provisions 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 or law shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not thereby invalidated remain in full force and effect.

**Article XXXIX**  
**DURATION**

39.1 This agreement as executed by the Parties shall continue in full force and effect from the date of signing until midnight June 30, 2021, or until such time as a new Agreement is executed.

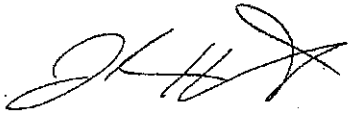
39.2 All provisions, economic and non-economic, of this Agreement will remain in full effect until the conclusion of any renegotiation of this Agreement and subsequent ratification by the membership of the Association and the CCSNH Board of Trustees.

39.3 The CCSNH and the Association shall have the right to reopen negotiations on any article of this Agreement upon mutual agreement.

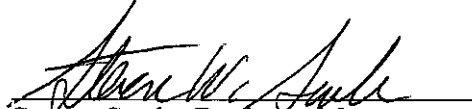
39.4 Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 15 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) calendar days after the receipt of such notice.

39.5 The Procedures of Impasse will be followed in accordance with RSA 273-A:12.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 20<sup>th</sup> day of March, 2020.



Jeremy Hitchcock, Chair  
CCSNH Board of Trustees



Steven Soule, Business Manager  
NH Higher Education Union



Dr. Ross Gittel, Chancellor

CCSNH Negotiating Committee

Marsha Bourdon  
Sean Clancy  
Robyn Griswold  
Jeanne Herrick  
Susan Huard  
Chuck Lloyd  
Gretchen Mullin-Sawicki  
Alfred Williams  
Sara Sawyer  
Joseph P. McConnell, Chief Negotiator

NHHEU Negotiating Committee

Robert Bragdon  
Laura Morgan  
Dan Shagena  
William Shurbert  
Jason Strong  
Heather Wells  
Peter Perroni  
Steven Soule, Chief Negotiator

## APPENDICES

- Appendix A: Full-time Faculty Classifications
- Appendix B: CCSNH Wage Schedules Effective 01-03-2020: F010; F011; F012  
CCSNH Wage Schedules Effective 07-31-2020: F010; F011; F012
- Appendix C: MOU – 11 month (F011) Full-time Faculty
- Appendix D: CCSNH – Dental Plan Summary
- Appendix E: CCSNH – Medical and Pharmacy Plan
- Appendix F: Domestic Partner Benefits Eligibility
- Appendix G: Bonus Leave Earned Prior to July 1, 1995
- Appendix H: Memorandum of Understanding – Medical and Dental Coverage for Married CCSNH Employees

# Appendix A

## List of Position Classifications by Employment Category

The following is a list of CCSNH job classifications for full-time faculty. The determination exempt or non-exempt status for purposes of overtime compensation is also designated for each job classification.

<i>1. Full-time Faculty</i>		
<u>Classification Title</u>	<u>Salary Grade</u>	<u>Exempt/Non-Exempt Status</u>
CC Instructor	F02	Exempt
CC Assistant Professor	F04	Exempt
CC Associate Professor	F06	Exempt
CC Professor	F09	Exempt

## **Appendix B -CCSNH Wage Schedules**

F010 – 10 Month Full-time Faculty

F011 – 11 Month Full-time Faculty\*

F012 – 12 Month (Year-Round) Full-time Faculty

\*Applicable Pursuant to Appendix C of this Agreement

Community College System of New Hampshire  
Wage Schedule F010- 10 Month Faculty (20 Payments)  
Effective January 3, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$40,776.40	\$42,358.15	\$43,962.96	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74
		Bi-Weekly	\$2,038.82	\$2,117.91	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64
		Hourly	\$30.2047	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391
F02	CC Instructor	Annual	\$42,358.15	\$43,962.96	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01
		Bi-Weekly	\$2,117.91	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85
		Hourly	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163
F03		Annual	\$43,962.96	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83
		Bi-Weekly	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69
		Hourly	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325
F04	CC Assistant Professor	Annual	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83	\$63,391.27
		Bi-Weekly	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56
		Hourly	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565
F05		Annual	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83	\$63,391.27	\$66,080.93
		Bi-Weekly	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56	\$3,304.05
		Hourly	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488
F06	CC Associate Professor	Annual	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77
		Bi-Weekly	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89
		Hourly	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488	\$51.0650
F07		Annual	\$51,493.56	\$53,618.31	\$55,930.99	\$58,315.15	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77	\$71,889.14
		Bi-Weekly	\$2,574.68	\$2,680.92	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46
		Hourly	\$38.1434	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512
F08		Annual	\$53,618.31	\$55,930.99	\$58,315.15	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77	\$71,889.14	\$75,075.70
		Bi-Weekly	\$2,680.92	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46	\$3,753.79
		Hourly	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116
F09	CC Professor	Annual	\$55,930.99	\$58,315.15	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77	\$71,889.14	\$75,075.70	\$78,238.05
		Bi-Weekly	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46	\$3,753.79	\$3,911.90
		Hourly	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116	\$57.9541



Community College System of New Hampshire  
Wage Schedule F010- 10 Month Faculty (26 Payments)  
Effective January 3, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$40,776.40	\$42,358.15	\$43,962.96	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74
		Bi-Weekly	\$1,568.32	\$1,629.16	\$1,690.88	\$1,757.22	\$1,829.81	\$1,901.51	\$1,980.52	\$2,057.72	\$2,141.26
		Hourly	\$30.2047	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391
F02	CC Instructor	Annual	\$42,358.15	\$43,962.96	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01
		Bi-Weekly	\$1,629.16	\$1,690.88	\$1,757.22	\$1,829.81	\$1,901.51	\$1,980.52	\$2,057.72	\$2,141.26	\$2,228.35
		Hourly	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163
F03		Annual	\$43,962.96	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83
		Bi-Weekly	\$1,690.88	\$1,757.22	\$1,829.81	\$1,901.51	\$1,980.52	\$2,057.72	\$2,141.26	\$2,228.35	\$2,338.22
		Hourly	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325
F04	CC Assistant Professor	Annual	\$45,687.66	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83	\$63,391.27
		Bi-Weekly	\$1,757.22	\$1,829.81	\$1,901.51	\$1,980.52	\$2,057.72	\$2,141.26	\$2,228.35	\$2,338.22	\$2,438.13
		Hourly	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565
F05		Annual	\$47,574.93	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83	\$63,391.27	\$66,080.93
		Bi-Weekly	\$1,829.81	\$1,901.51	\$1,980.52	\$2,057.72	\$2,141.26	\$2,228.35	\$2,338.22	\$2,438.13	\$2,541.57
		Hourly	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488
F06	CC Associate Professor	Annual	\$49,439.13	\$51,493.56	\$53,500.73	\$55,672.74	\$57,937.01	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77
		Bi-Weekly	\$1,901.51	\$1,980.52	\$2,057.72	\$2,141.26	\$2,228.35	\$2,338.22	\$2,438.13	\$2,541.57	\$2,651.45
		Hourly	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488	\$51.0650
F07		Annual	\$51,493.56	\$53,618.31	\$55,930.99	\$58,315.15	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77	\$71,889.14
		Bi-Weekly	\$1,980.52	\$2,062.24	\$2,151.19	\$2,242.89	\$2,338.22	\$2,438.13	\$2,541.57	\$2,651.45	\$2,764.97
		Hourly	\$38.1434	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512
F08		Annual	\$53,618.31	\$55,930.99	\$58,315.15	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77	\$71,889.14	\$75,075.70
		Bi-Weekly	\$2,062.24	\$2,151.19	\$2,242.89	\$2,338.22	\$2,438.13	\$2,541.57	\$2,651.45	\$2,764.97	\$2,887.53
		Hourly	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116
F09	CC Professor	Annual	\$55,930.99	\$58,315.15	\$60,793.83	\$63,391.27	\$66,080.93	\$68,937.77	\$71,889.14	\$75,075.70	\$78,238.05
		Bi-Weekly	\$2,151.19	\$2,242.89	\$2,338.22	\$2,438.13	\$2,541.57	\$2,651.45	\$2,764.97	\$2,887.53	\$3,009.16
		Hourly	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116	\$57.9541

Community College System of New Hampshire  
Wage Schedule F011- 11 Month Faculty (24 Payments)  
Effective January 3, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$48,931.68	\$50,829.77	\$52,755.55	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29
		Bi-Weekly	\$2,038.82	\$2,117.91	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64
		Hourly	\$30.2047	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391
F02	CC Instructor	Annual	\$50,829.77	\$52,755.55	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41
		Bi-Weekly	\$2,117.91	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85
		Hourly	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163
F03		Annual	\$52,755.55	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59
		Bi-Weekly	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69
		Hourly	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325
F04	CC Assistant Professor	Annual	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59	\$76,069.52
		Bi-Weekly	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56
		Hourly	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565
F05		Annual	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59	\$76,069.52	\$79,297.12
		Bi-Weekly	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56	\$3,304.05
		Hourly	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488
F06	CC Associate Professor	Annual	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32
		Bi-Weekly	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89
		Hourly	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488	\$51.0650
F07		Annual	\$61,792.27	\$64,341.98	\$67,117.19	\$69,978.18	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32	\$86,266.97
		Bi-Weekly	\$2,574.68	\$2,680.92	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46
		Hourly	\$38.1434	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512
F08		Annual	\$64,341.98	\$67,117.19	\$69,978.18	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32	\$86,266.97	\$90,090.85
		Bi-Weekly	\$2,680.92	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46	\$3,753.79
		Hourly	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116
F09	CC Professor	Annual	\$67,117.19	\$69,978.18	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32	\$86,266.97	\$90,090.85	\$93,885.65
		Bi-Weekly	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46	\$3,753.79	\$3,911.90
		Hourly	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116	\$57.9541

Community College System of New Hampshire  
Wage Schedule F011- 11 Month Faculty (26 Payments)  
Effective January 3, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$48,931.68	\$50,829.77	\$52,755.55	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29
		Bi-Weekly	\$1,881.99	\$1,954.99	\$2,029.06	\$2,108.66	\$2,195.77	\$2,281.81	\$2,376.63	\$2,469.26	\$2,569.51
		Hourly	\$30.2047	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391
F02	CC Instructor	Annual	\$50,829.77	\$52,755.55	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41
		Bi-Weekly	\$1,954.99	\$2,029.06	\$2,108.66	\$2,195.77	\$2,281.81	\$2,376.63	\$2,469.26	\$2,569.51	\$2,674.02
		Hourly	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163
F03		Annual	\$52,755.55	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59
		Bi-Weekly	\$2,029.06	\$2,108.66	\$2,195.77	\$2,281.81	\$2,376.63	\$2,469.26	\$2,569.51	\$2,674.02	\$2,805.87
		Hourly	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325
F04	CC Assistant Professor	Annual	\$54,825.20	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59	\$76,069.52
		Bi-Weekly	\$2,108.66	\$2,195.77	\$2,281.81	\$2,376.63	\$2,469.26	\$2,569.51	\$2,674.02	\$2,805.87	\$2,925.75
		Hourly	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565
F05		Annual	\$57,089.92	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59	\$76,069.52	\$79,297.12
		Bi-Weekly	\$2,195.77	\$2,281.81	\$2,376.63	\$2,469.26	\$2,569.51	\$2,674.02	\$2,805.87	\$2,925.75	\$3,049.89
		Hourly	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488
F06	CC Associate Professor	Annual	\$59,326.96	\$61,792.27	\$64,200.87	\$66,807.29	\$69,524.41	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32
		Bi-Weekly	\$2,281.81	\$2,376.63	\$2,469.26	\$2,569.51	\$2,674.02	\$2,805.87	\$2,925.75	\$3,049.89	\$3,181.74
		Hourly	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488	\$51.0650
F07		Annual	\$61,792.27	\$64,341.98	\$67,117.19	\$69,978.18	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32	\$86,266.97
		Bi-Weekly	\$2,376.63	\$2,474.69	\$2,581.43	\$2,691.47	\$2,805.87	\$2,925.75	\$3,049.89	\$3,181.74	\$3,317.96
		Hourly	\$38.1434	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512
F08		Annual	\$64,341.98	\$67,117.19	\$69,978.18	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32	\$86,266.97	\$90,090.85
		Bi-Weekly	\$2,474.69	\$2,581.43	\$2,691.47	\$2,805.87	\$2,925.75	\$3,049.89	\$3,181.74	\$3,317.96	\$3,465.03
		Hourly	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116
F09	CC Professor	Annual	\$67,117.19	\$69,978.18	\$72,952.59	\$76,069.52	\$79,297.12	\$82,725.32	\$86,266.97	\$90,090.85	\$93,885.65
		Bi-Weekly	\$2,581.43	\$2,691.47	\$2,805.87	\$2,925.75	\$3,049.89	\$3,181.74	\$3,317.96	\$3,465.03	\$3,610.99
		Hourly	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116	\$57.9541

Community College System of New Hampshire  
Wage Schedule F012- 12 Month Faculty (26 Payments)  
Effective January 3, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$53,009.32	\$55,065.59	\$57,151.84	\$59,393.96	\$61,847.41	\$64,270.87	\$66,941.63	\$69,550.94	\$72,374.56
		Bi-Weekly	\$2,038.82	\$2,117.91	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64
		Hourly	\$30.2047	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391
F02	CC Instructor	Annual	\$55,065.59	\$57,151.84	\$59,393.96	\$61,847.41	\$64,270.87	\$66,941.63	\$69,550.94	\$72,374.56	\$75,318.11
		Bi-Weekly	\$2,117.91	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85
		Hourly	\$31.3764	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163
F03		Annual	\$57,151.84	\$59,393.96	\$61,847.41	\$64,270.87	\$66,941.63	\$69,550.94	\$72,374.56	\$75,318.11	\$79,031.97
		Bi-Weekly	\$2,198.15	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69
		Hourly	\$32.5652	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325
F04	CC Assistant Professor	Annual	\$59,393.96	\$61,847.41	\$64,270.87	\$66,941.63	\$69,550.94	\$72,374.56	\$75,318.11	\$79,031.97	\$82,408.65
		Bi-Weekly	\$2,284.38	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56
		Hourly	\$33.8427	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565
F05		Annual	\$61,847.41	\$64,270.87	\$66,941.63	\$69,550.94	\$72,374.56	\$75,318.11	\$79,031.97	\$82,408.65	\$85,905.21
		Bi-Weekly	\$2,378.75	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56	\$3,304.05
		Hourly	\$35.2407	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488
F06	CC Associate Professor	Annual	\$64,270.87	\$66,941.63	\$69,550.94	\$72,374.56	\$75,318.11	\$79,031.97	\$82,408.65	\$85,905.21	\$89,619.10
		Bi-Weekly	\$2,471.96	\$2,574.68	\$2,675.04	\$2,783.64	\$2,896.85	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89
		Hourly	\$36.6216	\$38.1434	\$39.6302	\$41.2391	\$42.9163	\$45.0325	\$46.9565	\$48.9488	\$51.0650
F07		Annual	\$66,941.63	\$69,703.81	\$72,710.29	\$75,809.70	\$79,031.97	\$82,408.65	\$85,905.21	\$89,619.10	\$93,455.89
		Bi-Weekly	\$2,574.68	\$2,680.92	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46
		Hourly	\$38.1434	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512
F08		Annual	\$69,703.81	\$72,710.29	\$75,809.70	\$79,031.97	\$82,408.65	\$85,905.21	\$89,619.10	\$93,455.89	\$97,598.42
		Bi-Weekly	\$2,680.92	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46	\$3,753.79
		Hourly	\$39.7173	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116
F09	CC Professor	Annual	\$72,710.29	\$75,809.70	\$79,031.97	\$82,408.65	\$85,905.21	\$89,619.10	\$93,455.89	\$97,598.42	\$101,709.46
		Bi-Weekly	\$2,796.55	\$2,915.76	\$3,039.69	\$3,169.56	\$3,304.05	\$3,446.89	\$3,594.46	\$3,753.79	\$3,911.90
		Hourly	\$41.4304	\$43.1964	\$45.0325	\$46.9565	\$48.9488	\$51.0650	\$53.2512	\$55.6116	\$57.9541

Community College System of New Hampshire  
Wage Schedule F010- 10 Month Faculty (20 Payments)  
Effective July 31, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$41,795.81	\$43,417.10	\$45,062.03	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56
		Bi-Weekly	\$2,089.79	\$2,170.85	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23
		Hourly	\$30.9599	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700
F02	CC Instructor	Annual	\$43,417.10	\$45,062.03	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43
		Bi-Weekly	\$2,170.85	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27
		Hourly	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892
F03		Annual	\$45,062.03	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67
		Bi-Weekly	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68
		Hourly	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583
F04	CC Assistant Professor	Annual	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67	\$64,976.05
		Bi-Weekly	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80
		Hourly	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304
F05		Annual	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67	\$64,976.05	\$67,732.95
		Bi-Weekly	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80	\$3,386.65
		Hourly	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726
F06	CC Associate Professor	Annual	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21
		Bi-Weekly	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06
		Hourly	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726	\$52.3416
F07		Annual	\$52,780.90	\$54,958.77	\$57,329.27	\$59,773.03	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21	\$73,686.37
		Bi-Weekly	\$2,639.04	\$2,747.94	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32
		Hourly	\$39.0970	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825
F08		Annual	\$54,958.77	\$57,329.27	\$59,773.03	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21	\$73,686.37	\$76,952.60
		Bi-Weekly	\$2,747.94	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32	\$3,847.63
		Hourly	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019
F09	CC Professor	Annual	\$57,329.27	\$59,773.03	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21	\$73,686.37	\$76,952.60	\$80,194.00
		Bi-Weekly	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32	\$3,847.63	\$4,009.70
		Hourly	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019	\$59.4030

Community College System of New Hampshire  
Wage Schedule F010- 10 Month Faculty (26 Payments)  
Effective July 31, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$41,795.81	\$43,417.10	\$45,062.03	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56
		Bi-Weekly	\$1,607.53	\$1,669.89	\$1,733.16	\$1,801.15	\$1,875.55	\$1,949.04	\$2,030.03	\$2,109.16	\$2,194.79
		Hourly	\$30.9599	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700
F02	CC Instructor	Annual	\$43,417.10	\$45,062.03	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43
		Bi-Weekly	\$1,669.89	\$1,733.16	\$1,801.15	\$1,875.55	\$1,949.04	\$2,030.03	\$2,109.16	\$2,194.79	\$2,284.06
		Hourly	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892
F03		Annual	\$45,062.03	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67
		Bi-Weekly	\$1,733.16	\$1,801.15	\$1,875.55	\$1,949.04	\$2,030.03	\$2,109.16	\$2,194.79	\$2,284.06	\$2,396.68
		Hourly	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583
F04	CC Assistant Professor	Annual	\$46,829.85	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67	\$64,976.05
		Bi-Weekly	\$1,801.15	\$1,875.55	\$1,949.04	\$2,030.03	\$2,109.16	\$2,194.79	\$2,284.06	\$2,396.68	\$2,499.08
		Hourly	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304
F05		Annual	\$48,764.31	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67	\$64,976.05	\$67,732.95
		Bi-Weekly	\$1,875.55	\$1,949.04	\$2,030.03	\$2,109.16	\$2,194.79	\$2,284.06	\$2,396.68	\$2,499.08	\$2,605.11
		Hourly	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726
F06	CC Associate Professor	Annual	\$50,675.11	\$52,780.90	\$54,838.24	\$57,064.56	\$59,385.43	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21
		Bi-Weekly	\$1,949.04	\$2,030.03	\$2,109.16	\$2,194.79	\$2,284.06	\$2,396.68	\$2,499.08	\$2,605.11	\$2,717.74
		Hourly	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726	\$52.3416
F07		Annual	\$52,780.90	\$54,958.77	\$57,329.27	\$59,773.03	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21	\$73,686.37
		Bi-Weekly	\$2,030.03	\$2,113.80	\$2,204.97	\$2,298.96	\$2,396.68	\$2,499.08	\$2,605.11	\$2,717.74	\$2,834.09
		Hourly	\$39.0970	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825
F08		Annual	\$54,958.77	\$57,329.27	\$59,773.03	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21	\$73,686.37	\$76,952.60
		Bi-Weekly	\$2,113.80	\$2,204.97	\$2,298.96	\$2,396.68	\$2,499.08	\$2,605.11	\$2,717.74	\$2,834.09	\$2,959.72
		Hourly	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019
F09	CC Professor	Annual	\$57,329.27	\$59,773.03	\$62,313.67	\$64,976.05	\$67,732.95	\$70,661.21	\$73,686.37	\$76,952.60	\$80,194.00
		Bi-Weekly	\$2,204.97	\$2,298.96	\$2,396.68	\$2,499.08	\$2,605.11	\$2,717.74	\$2,834.09	\$2,959.72	\$3,084.38
		Hourly	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019	\$59.4030

Community College System of New Hampshire  
Wage Schedule F011- 11 Month Faculty (24 Payments)  
Effective July 31, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$50,154.97	\$52,100.52	\$54,074.44	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47
		Bi-Weekly	\$2,089.79	\$2,170.85	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23
		Hourly	\$30.9599	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700
F02	CC Instructor	Annual	\$52,100.52	\$54,074.44	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52
		Bi-Weekly	\$2,170.85	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27
		Hourly	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892
F03		Annual	\$54,074.44	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41
		Bi-Weekly	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68
		Hourly	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583
F04	CC Assistant Professor	Annual	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41	\$77,971.26
		Bi-Weekly	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80
		Hourly	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304
F05		Annual	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41	\$77,971.26	\$81,279.54
		Bi-Weekly	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80	\$3,386.65
		Hourly	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726
F06	CC Associate Professor	Annual	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46
		Bi-Weekly	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06
		Hourly	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726	\$52.3416
F07		Annual	\$63,337.08	\$65,950.53	\$68,795.12	\$71,727.64	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46	\$88,423.65
		Bi-Weekly	\$2,639.04	\$2,747.94	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32
		Hourly	\$39.0970	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825
F08		Annual	\$65,950.53	\$68,795.12	\$71,727.64	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46	\$88,423.65	\$92,343.12
		Bi-Weekly	\$2,747.94	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32	\$3,847.63
		Hourly	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019
F09	CC Professor	Annual	\$68,795.12	\$71,727.64	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46	\$88,423.65	\$92,343.12	\$96,232.80
		Bi-Weekly	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32	\$3,847.63	\$4,009.70
		Hourly	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019	\$59.4030

Community College System of New Hampshire  
Wage Schedule F011- 11 Month Faculty (26 Payments)  
Effective July 31, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$50,154.97	\$52,100.52	\$54,074.44	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47
		Bi-Weekly	\$1,929.04	\$2,003.87	\$2,079.79	\$2,161.38	\$2,250.66	\$2,338.85	\$2,436.04	\$2,531.00	\$2,633.75
		Hourly	\$30.9599	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700
F02	CC Instructor	Annual	\$52,100.52	\$54,074.44	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52
		Bi-Weekly	\$2,003.87	\$2,079.79	\$2,161.38	\$2,250.66	\$2,338.85	\$2,436.04	\$2,531.00	\$2,633.75	\$2,740.87
		Hourly	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892
F03		Annual	\$54,074.44	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41
		Bi-Weekly	\$2,079.79	\$2,161.38	\$2,250.66	\$2,338.85	\$2,436.04	\$2,531.00	\$2,633.75	\$2,740.87	\$2,876.02
		Hourly	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583
F04	CC Assistant Professor	Annual	\$56,195.83	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41	\$77,971.26
		Bi-Weekly	\$2,161.38	\$2,250.66	\$2,338.85	\$2,436.04	\$2,531.00	\$2,633.75	\$2,740.87	\$2,876.02	\$2,998.89
		Hourly	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304
F05		Annual	\$58,517.17	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41	\$77,971.26	\$81,279.54
		Bi-Weekly	\$2,250.66	\$2,338.85	\$2,436.04	\$2,531.00	\$2,633.75	\$2,740.87	\$2,876.02	\$2,998.89	\$3,126.14
		Hourly	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726
F06	CC Associate Professor	Annual	\$60,810.13	\$63,337.08	\$65,805.89	\$68,477.47	\$71,262.52	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46
		Bi-Weekly	\$2,338.85	\$2,436.04	\$2,531.00	\$2,633.75	\$2,740.87	\$2,876.02	\$2,998.89	\$3,126.14	\$3,261.29
		Hourly	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726	\$52.3416
F07		Annual	\$63,337.08	\$65,950.53	\$68,795.12	\$71,727.64	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46	\$88,423.65
		Bi-Weekly	\$2,436.04	\$2,536.56	\$2,645.97	\$2,758.76	\$2,876.02	\$2,998.89	\$3,126.14	\$3,261.29	\$3,400.91
		Hourly	\$39.0970	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825
F08		Annual	\$65,950.53	\$68,795.12	\$71,727.64	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46	\$88,423.65	\$92,343.12
		Bi-Weekly	\$2,536.56	\$2,645.97	\$2,758.76	\$2,876.02	\$2,998.89	\$3,126.14	\$3,261.29	\$3,400.91	\$3,551.66
		Hourly	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019
F09	CC Professor	Annual	\$68,795.12	\$71,727.64	\$74,776.41	\$77,971.26	\$81,279.54	\$84,793.46	\$88,423.65	\$92,343.12	\$96,232.80
		Bi-Weekly	\$2,645.97	\$2,758.76	\$2,876.02	\$2,998.89	\$3,126.14	\$3,261.29	\$3,400.91	\$3,551.66	\$3,701.26
		Hourly	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019	\$59.4030



Community College System of New Hampshire  
Wage Schedule F012- 12 Month Faculty (26 Payments)  
Effective July 31, 2020

Grade	Classification		STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09
F01		Annual	\$54,334.55	\$56,442.23	\$58,580.64	\$60,878.81	\$63,393.60	\$65,877.64	\$68,615.17	\$71,289.72	\$74,183.93
		Bi-Weekly	\$2,089.79	\$2,170.85	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23
		Hourly	\$30.9599	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700
F02	CC Instructor	Annual	\$56,442.23	\$58,580.64	\$60,878.81	\$63,393.60	\$65,877.64	\$68,615.17	\$71,289.72	\$74,183.93	\$77,201.06
		Bi-Weekly	\$2,170.85	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27
		Hourly	\$32.1608	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892
F03		Annual	\$58,580.64	\$60,878.81	\$63,393.60	\$65,877.64	\$68,615.17	\$71,289.72	\$74,183.93	\$77,201.06	\$81,007.77
		Bi-Weekly	\$2,253.10	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68
		Hourly	\$33.3793	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583
F04	CC Assistant Professor	Annual	\$60,878.81	\$63,393.60	\$65,877.64	\$68,615.17	\$71,289.72	\$74,183.93	\$77,201.06	\$81,007.77	\$84,468.87
		Bi-Weekly	\$2,341.49	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80
		Hourly	\$34.6888	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304
F05		Annual	\$63,393.60	\$65,877.64	\$68,615.17	\$71,289.72	\$74,183.93	\$77,201.06	\$81,007.77	\$84,468.87	\$88,052.84
		Bi-Weekly	\$2,438.22	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80	\$3,386.65
		Hourly	\$36.1217	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726
F06	CC Associate Professor	Annual	\$65,877.64	\$68,615.17	\$71,289.72	\$74,183.93	\$77,201.06	\$81,007.77	\$84,468.87	\$88,052.84	\$91,859.58
		Bi-Weekly	\$2,533.76	\$2,639.04	\$2,741.91	\$2,853.23	\$2,969.27	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06
		Hourly	\$37.5371	\$39.0970	\$40.6209	\$42.2700	\$43.9892	\$46.1583	\$48.1304	\$50.1726	\$52.3416
F07		Annual	\$68,615.17	\$71,446.40	\$74,528.04	\$77,704.94	\$81,007.77	\$84,468.87	\$88,052.84	\$91,859.58	\$95,792.28
		Bi-Weekly	\$2,639.04	\$2,747.94	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32
		Hourly	\$39.0970	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825
F08		Annual	\$71,446.40	\$74,528.04	\$77,704.94	\$81,007.77	\$84,468.87	\$88,052.84	\$91,859.58	\$95,792.28	\$100,038.38
		Bi-Weekly	\$2,747.94	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32	\$3,847.63
		Hourly	\$40.7102	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019
F09	CC Professor	Annual	\$74,528.04	\$77,704.94	\$81,007.77	\$84,468.87	\$88,052.84	\$91,859.58	\$95,792.28	\$100,038.38	\$104,252.19
		Bi-Weekly	\$2,866.46	\$2,988.65	\$3,115.68	\$3,248.80	\$3,386.65	\$3,533.06	\$3,684.32	\$3,847.63	\$4,009.70
		Hourly	\$42.4661	\$44.2763	\$46.1583	\$48.1304	\$50.1726	\$52.3416	\$54.5825	\$57.0019	\$59.4030

# Appendix C

*Memorandum of Understanding  
Between the Community College System of New Hampshire and  
The State Employees' Association of New Hampshire, Inc.*

**1. Memorandum of Understanding on 11 Month (F011) Positions**

The parties acknowledge CCSNH's intent to eliminate new 11 month appointments paid pursuant to the F011 salary schedules, effective upon the signing of this Agreement. The parties agree that the CCSNH shall retain the 11 month appointment for full-time faculty those individuals paid pursuant to the F011 salary schedules at the time of the signing of this Agreement. However, pursuant to Article III, Management Rights, of this Agreement the CCSNH reserves the right to modify such appointments based on changes or demands within an institution. In accordance with CCSNH policies and procedures, covered full-time faculty assigned to the F011 salary schedules shall be eligible to receive their earnings in twenty-four (24) bi-weekly payments or over a period of twelve months in twenty-six (26) bi-weekly payments. Covered faculty members assigned to the F011 salary schedules at the signing of this Agreement are as follows:

<u>Institution</u>	<u>Employee</u>	<u>Position #</u>	<u>Classification</u>
Manchester CC	C. Wolfe-Stepro	M1R00099	CC Professor
Manchester CC	J. Turner	M1R00097	CC Professor
Great Bay CC	D. Kaufman	G1R00063	CC Professor
Lakes Region CC	J. Decato	L1R00029	CC Assistant Professor
Nashua CC	E. Berry	N1R00066	CC Professor

Date of Last Revision: 03/03/2020

# **Appendix D**

## **CCSNH - Dental Plan Summary**

## Outline of Coverage Delta Dental PPO plus Premier Network



Northeast Delta Dental

*Read Your Dental Plan Description Carefully—This Outline of Coverage provides a very brief description of the important features of your dental benefits plan. This is not the insurance contract, and only the actual policy provisions will control. The Dental Plan Description itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you **READ YOUR Dental Plan Description CAREFULLY!** Not all time limitations and exclusions are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.*

Faculty			
Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)	Orthodontics (Coverage D)
No Deductible	No Deductible	Calendar Year Deductible per Person/Family: \$25**	No Deductible
<p><b>DIAGNOSTIC:</b> Evaluations twice in a calendar year; this includes periodic, limited, problem-focused, and comprehensive evaluations.</p> <p>X-rays (complete series or panoramic film) once in a 5-year period</p> <p>Bitewing x-rays twice in a calendar year</p> <p>X-rays of individual teeth as necessary</p> <p>Brush biopsy once in a 12-month period</p> <p><b>PREVENTIVE:</b> Two cleanings in a calendar year</p> <p>Fluoride once in a calendar year to age 18</p> <p>Space maintainers once in a lifetime to age 16</p> <p>Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19</p>	<p><b>RESTORATIVE:</b> Amalgam (silver) fillings; Composite (white) fillings (on anterior teeth only)</p> <p><b>ORAL SURGERY:</b> Surgical and routine extractions</p> <p><b>ENDODONTICS:</b> Root canal therapy</p> <p><b>PERIODONTICS:</b> Periodontal maintenance (cleaning)</p> <p><b>Note:</b> Cleanings are limited to two in a calendar year; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of both.</p> <p>Treatment of gum disease</p> <p>Clinical crown lengthening once per tooth per lifetime</p> <p><b>DENTURE REPAIR:</b> Repair of a removable denture to its original condition</p> <p>Rebase and reline (dentures)</p> <p><b>EMERGENCY PALLIATIVE TREATMENT</b></p>	<p><b>PROSTHODONTICS:</b> Removable and fixed partial dentures (bridge); complete dentures</p> <p>Crowns</p> <p>Onlays</p> <p><i>**Any expenses incurred during the last 3 months of the calendar year which is applied against an individual's deductible will also reduce his/her deductible for the next calendar year</i></p>	<p><b>ORTHODONTICS:</b> Correction of malposed (crooked) teeth for children and adults</p>
<b>Delta Dental Pays: 100%</b>	<b>Delta Dental Pays: 80%</b>	<b>Delta Dental Pays: 50%</b>	<b>Delta Dental Pays: 50%</b>
<p><b>Calendar Year Maximum: \$1,500 per Person</b> Health through Oral Wellness® program included (please see reverse for details)</p>			<p><b>Lifetime Maximum:</b> \$1,500 per Person</p>

## Delta Dental PPO plus Premier Network

You will get the best value from your Delta Dental Plan when you receive your dental care from one of our PPO (greatest savings) or Premier network participating dentists:

- ✓ No Balance Billing: Because participating dentists accept Northeast Delta Dental's allowed fees for services, you will typically pay less when you visit a participating dentist.
- ✓ No Claims Paperwork: Participating dentists will prepare and submit claims for you.
- ✓ Direct Payment: Northeast Delta Dental pays participating dentists directly, so you don't have to pay the covered amount up front and wait for a reimbursement check.

To find out if your dentist participates in our PPO or Premier network, you can: call your dentist, visit our website at [nedelta.com](http://nedelta.com), or call Customer Service at 1-800-832-5700.

## Claim Process for Participating Dentists

Your participating dentist will submit your claim to Northeast Delta Dental (claims for any of your covered dependents should be submitted under *your* Subscriber ID number). Northeast Delta Dental will produce an Explanation of Benefits (available through our Benefit Lookup site at [nedelta.com](http://nedelta.com)) detailing what has been processed under your plan's coverage. You are responsible to pay any outstanding balance directly to the dentist.

## Non-Participating Dentists

If you visit a non-participating dentist, you may be required to submit your own claim and pay for services at the time they are provided. Claim forms are available by visiting [nedelta.com](http://nedelta.com) or by calling Northeast Delta Dental. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignment of benefits be honored and Northeast Delta Dental receives written notice of such assignment. Payment for treatment performed by a non-participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It is your responsibility to make full payment to the dentist.

## Predetermination of Benefits

Northeast Delta Dental recommends that you ask your dentist to submit a *pre-treatment estimate* for any dental work involving costly or extensive treatment plans. Predeterminations helps avoid any potential confusion and enable us to help you estimate any out-of-pocket expenses you may incur.

## Coordination of Benefits

When an individual covered under this plan has additional group coverage, the Coordination of Benefits (COB) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions about COB, please contact our Customer Service Department at 1-800-832-5700.

## Identification Cards

Two identification cards will be produced and distributed shortly after your initial enrollment. Both cards are issued in your name but can be used by any family member covered under your plan. Any future cards will be issued electronically via our Benefit Lookup site accessible through [nedelta.com](http://nedelta.com). You can also use our smartphone app and enjoy access to dentist search, claims and coverage, and your ID card. Simply scan the QR code to the right.



## Health through Oral Wellness® (HOW®)

A healthy mouth is part of a healthy life, and Northeast Delta Dental's innovative Health through Oral Wellness program (HOW) works with your dental benefits to help you achieve and maintain better oral wellness. HOW is all about YOU because it's based on your specific oral health risk and needs. Best of all, it's secure and confidential. Here's how to get started:



### 1. REGISTER

Go to [healththroughoralwellness.com](http://healththroughoralwellness.com) and click on "Register Now."

### 2. KNOW YOUR SCORE

After you register, please take the free oral health risk assessment by clicking on "Free Assessment" in the Know Your Score section of the website.

### 3. SHARE YOUR SCORE WITH YOUR DENTIST

The next step is to share your results with your dentist at your next dental visit. Your dentist can discuss your results with you and perform a clinical version of the risk assessment. Based on your risk, you may be eligible for additional preventive benefits.\*

*\*Additional preventive benefits are subject to the provisions of your Northeast Delta Dental policy.*

## Dental Plan Description Booklet

Your Dental Plan Description booklet will be made available shortly after your enrollment. This benefit booklet describes your dental benefits and explains how to use them. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental plan.

## Who is Eligible?

You, your spouse (or Civil Union Partner in states where applicable), your children up to age 26, regardless of student status, and any incapacitated dependent children, regardless of age. If enrolling one eligible dependent, all of your eligible dependents must be enrolled, unless they are covered under another dental program.

## Renewability

Your plan will automatically renew for a new twelve (12) month Plan Year if the premium continues to be paid. Premiums are subject to change annually in accordance with advance notice. You or Northeast Delta Dental may choose not to renew this plan upon advance notice. The plan will not be renewed if this dental program is no longer available.

**THIS INFORMATION SHOULD BE USED ONLY AS A GUIDELINE. FOR DETAILED INFORMATION ON THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS, PLEASE REFER TO THE APPROPRIATE DENTAL PLAN DESCRIPTION.**

## Appendix E

### CCSNH – Medical Insurance Plan Summaries

#### Health Insurance:

a. Effective January 1, 2016, the CCSNH shall make available to all full-time covered faculty and their eligible dependents a CDHP Lumenos BlueChoice New England Health Plan; a CDHP Lumenos National PPO Health Plan; and an Access Blue New England Health Maintenance Organization Site of Service (HMO SOS) Plan. The CCSNH shall provide a health reimbursement arrangement (HRA) for the purpose of funding 50% of the general in-network annual deductible costs established for each plan. The Association acknowledges that the medical plan(s) provider shall be chosen by the CCSNH, and that the election by any employee(s) to participate in a plan shall not entitle said employee(s) to any further benefits not expressly provided for by this Agreement. The plan design for the above referenced medical plans shall be described in the Appendix and posted on the CCSNH intranet site.

#### b. Prescription Drugs:

1. Effective January 1, 2016 the prescription drug plan shall include the following:

- Mandatory Mail Order for Maintenance Drugs after three (3) retail purchases per prescription, with employee opt-out.
- Mandatory Generic Substitution with DAW 2 (i.e., the only exception is physician ordered “Dispense as Written”)

2. Effective March 1, 2018 the prescription drug plan shall include four tiers (tier 1- generics; tier 2 – preferred brand name; tier 3 – non-preferred brand name drugs; and tier 4 – specialty drugs) with retail copayments set at \$10/\$35/\$50/30% coinsurance to a \$250 maximum.

c. Health Reimbursement Arrangement: The CCSNH shall establish a health reimbursement arrangement (HRA) for the purpose of funding 50% of the costs associated with the general in-network annual deductible costs established for each plan. The HRA claims payment process for deductible services shall be administered by a third party administrator selected by the CCSNH. The HRA administrator will process all annual deductible claims and make payment directly to the health care provider for the deductible medical services rendered to the employee or his/her dependent(s) covered under the CCSNH medical plan. Such payment(s) will be directly applied to the employee’s or his/her dependent’s patient account.

d. Married CCSNH full-time employees, who are covered under the CCSNH health insurance plan, shall each be entitled to receive the fitness equipment reimbursement or the health club benefit per calendar year.

e. A Smoking Cessation Program will be established effective May 1, 2012.

f. Coverage shall be provided for dependents to age twenty-six (26) effective January 1, 2011 unless required earlier by federal law.

g. The Employer shall provide coverage under the health plans consistent with Chapter 321 of the Laws of 2006 and known as Michelle’s Law and codified in RSA 415.

h. Medical Insurance Buy-Out Program: The CCSNH shall offer an annual financial incentive, in the form of a cash payment, to full-time covered employees who elect to provide health insurance for themselves and their eligible dependents through a non-CCSNH source.

## MEDICAL PLAN-WHITE OPTION

The White Plan is a Point-of-Service Plan, meaning that it offers both in-network and out-of-network benefits, but benefits are richer when accessing in-network providers. It has a \$4,000 individual deductible and an \$8,000 family deductible for in-network providers; the first 50% of which is covered by CCSNH through a Health Reimbursement Account (HRA). Below is a high-level overview of the plan; a more comprehensive Summary of Benefits and Coverage is available on [myCCSNH](http://myCCSNH).

<b>White Plan – (CDHP Lumenos BlueChoice New England with HRA)</b>																		
Within the White Plan, you are <b>100% covered for Preventative Care</b> . This includes:																		
<b>Child Preventative Care</b> *Office Visits for preventative services *Screening Tests for vision, hearing and lead exposure. Also includes pelvic exam and Pap tests for females who are 18, or have been sexually active * Immunizations (Hep A, Hep B, Diphthereria [Tetanus, Pertussis/DtaP], Chicken Pox, Influenza, Pneumonia, HPV-cervical cancer, H. Influenza Type B, Polio, Measles, Mumps, and Rubella (MMR))	<b>Adult Preventative Care</b> *Office Visits for preventative services *Screening Tests (cholesterol and lipid level tests, colorectal cancer, prostate cancer, diabetes, and osteoporosis). Also, includes mammograms, as well as pelvic exams and Pap test. *Immunizations (Hep A, Hep B, Diphthereria [Tetanus, Pertussis/DtaP], Chicken Pox, Influenza, Pneumonia, HPV-cervical cancer)																	
<b>For Other Care</b>																		
<b>First</b> - You will use your CCSNH HRA allocation (\$2,000 towards Individual Coverage, \$4,000 toward Family Coverage) to pay towards covered expenses (see below).																		
Covered Expenses include, but are not limited to: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">-Physician Office Visits</td> <td style="width: 25%;">-Maternity Care</td> <td style="width: 25%;">-Inpatient Hospital Services</td> <td style="width: 25%;">-Chiropractic Care</td> </tr> <tr> <td>-Outpatient Hospital Services</td> <td>-Prescription Drugs</td> <td>-Diagnostic X-rays/Lab Tests</td> <td>-Home Health Care</td> </tr> <tr> <td>-Durable Medical Equipment</td> <td>-Emergency Hospital Services</td> <td>-Physical, Speech, &amp; Occupational Therapy</td> <td>-Hospice Care</td> </tr> <tr> <td colspan="4">-Inpatient and Outpatient Mental Health and Substance Abuse Services</td> </tr> </table> <p style="text-align: center; font-size: small;">*Some covered services have limitations or other restrictions. Please refer to full Summary of Benefits and Coverage.</p>			-Physician Office Visits	-Maternity Care	-Inpatient Hospital Services	-Chiropractic Care	-Outpatient Hospital Services	-Prescription Drugs	-Diagnostic X-rays/Lab Tests	-Home Health Care	-Durable Medical Equipment	-Emergency Hospital Services	-Physical, Speech, & Occupational Therapy	-Hospice Care	-Inpatient and Outpatient Mental Health and Substance Abuse Services			
-Physician Office Visits	-Maternity Care	-Inpatient Hospital Services	-Chiropractic Care															
-Outpatient Hospital Services	-Prescription Drugs	-Diagnostic X-rays/Lab Tests	-Home Health Care															
-Durable Medical Equipment	-Emergency Hospital Services	-Physical, Speech, & Occupational Therapy	-Hospice Care															
-Inpatient and Outpatient Mental Health and Substance Abuse Services																		
<b>Then</b> - If you use all the money in your HRA, you will pay out of pocket until you meet your annual deductible.																		
	<b>In Network</b>	<b>Out of Network</b>																
Annual Deductible <small>(in-network and out-of-network deductibles do not cross accumulate)</small>	\$4,000 for Single \$8,000 for Family	\$8,000 for Single \$16,000 for Family																
<b>After</b> - You meet your annual deductible, the plan pays 100% for network providers and 70% for out-of-network providers and your prescription costs will now be co-pays.																		
Prescriptions	Rx Retail: \$10/\$35/\$50/30% coinsurance to \$250 max Rx Mail (90 day fill): \$20/\$70/\$150/limited mail order																	
<b>Additional Cost Protections for You</b>																		
The total amount you spend out-of-pocket in this plan is limited. Once you spend that amount, the plan pays 100% of the cost of covered services for the remainder of the benefit year. Your Annual Out-of-Pocket Maximum consists of funds you spend from your HRA, your deductible responsibility, and your Rx-CoPay and/or Co-Insurance Amounts.																		
	<b>In Network</b>	<b>Out of Network</b>																
<b>Annual Out-of-Pocket Maximums</b>	\$6,850 Individual Coverage \$13,700 Family Coverage	\$16,000 Individual \$24,000 Family																

*The benefit summary shown above does not replace the official plan documents or contracts that govern your eligibility to participate in these plans or the amount of benefits you may receive. If there is a discrepancy between the official plan documents and this summary, your actual benefits will always be governed by the plan documents. Some of the above services may require recertification. Please confirm with Anthem.*

## MEDICAL PLAN-GREEN OPTION

The Green Plan has a plan design and benefits very similar to the White Plan. The main distinction is that the Green Plan uses the broader “National” network of providers, instead of the New England network used in the White and Purple Plans. This buy-up plan (the employee contributions are higher, see rates on page 11) may be suited for those who regularly access non-emergency care outside of New England. Below is a high-level overview of the plan; a more comprehensive Summary of Benefits and Coverage is available on [myCCSNH](#).

<b>GREEN Plan – (CDHP Lumenos National PPO Health Plan, with HRA)</b>		
Within the Green Plan, you are <b>100% covered for Preventative Care</b> . This includes:		
<b>Child Preventative Care</b> *Office Visits for preventative services *Screening Tests for vision, hearing and lead exposure. Also includes pelvic exam and Pap tests for females who are 18, or have been sexually active * Immunizations (Hep A, Hep B, Diphtheria [Tetanus, Pertussis/DtaP], Chicken Pox, Influenza, Pneumonia, HPV-cervical cancer, H. Influenza Type B, Polio, Measles, Mumps, and Rubella (MMR))	<b>Adult Preventative Care</b> *Office Visits for preventative services *Screening Tests (cholesterol and lipid level tests, colorectal cancer, prostate cancer, diabetes, and osteoporosis). Also, includes mammograms, as well as pelvic exams and Pap test. *Immunizations (Hep A, Hep B, Diphtheria [Tetanus, Pertussis/DtaP], Chicken Pox, Influenza, Pneumonia, HPV-cervical cancer)	
<b>For Other Care</b>		
<b>First</b> - You will use your CCSNH HRA allocation (\$2,000 towards Individual Coverage, \$4,000 toward Family Coverage) to pay towards covered expenses (see below).		
Covered Expenses include, but are not limited to:		
-Physician Office Visits	-Maternity Care	-Inpatient Hospital Services
-Outpatient Hospital Services	-Prescription Drugs	-Diagnostic X-rays/Lab Tests
-Durable Medical Equipment	-Emergency Hospital Services	-Physical, Speech, & Occupational Therapy
-Inpatient and Outpatient Mental Health and Substance Abuse Services		-Chiropractic Care
		-Home Health Care
		-Hospice Care
*Some covered services have limitations or other restrictions. Please refer to full Summary of Benefits and Coverage.		
<b>Then</b> - If you use all the money in your HRA, you will pay out of pocket until you meet your annual deductible.		
	<b>In Network</b>	<b>Out of Network</b>
Annual Deductible (in-network and out-of-network deductibles do not cross accumulate)	\$4,000 for Single \$8,000 for Family	\$8,000 for Single \$16,000 for Family
<b>After</b> - You meet your annual deductible, the plan pays 100% for network providers and 70% for out-of-network providers.		
<b>Additional Cost Protections for You</b>		
The total amount you spend out-of-pocket in this plan is limited. Once you spend that amount, the plan pays 100% of the cost of covered services for the remainder of the benefit year. Your Annual Out-of-Pocket Maximums consists of funds you spend from your HRA, your deductible responsibility and your Co-Insurance Amounts.		
	<b>In Network</b>	<b>Out of Network</b>
<b>Annual Out-of-Pocket Maximums</b>	\$6,850 Individual Coverage \$13,700 Family Coverage	\$16,000 Individual \$24,000 Family

*The benefit summary shown above does not replace the official plan documents or contracts that govern your eligibility to participate in these plans or the amount of benefits you may receive. If there is a discrepancy between the official plan documents and this summary, your actual benefits will always be governed by the plan documents. Some of the above services may require precertification. Please confirm with Anthem.*



## MEDICAL PLAN-PURPLE OPTION

The Purple Plan is an Access Blue New England HMO Site of Service Plan, which is a health plan designed to reward members for using lower cost health care providers (e.g. independent labs are no cost to plan members). It requires up front copayments for doctor visits, specialty care, outpatient surgical (approved facilities), and prescriptions. However, none of these expenses are applied to your deductible, meaning that the funding by CCSNH for your HRA is preserved for other medical expenses that are subject to your plan deductible. Below is a high-level overview of the plan; a more comprehensive Summary of Benefits and Coverage is available on [myCCSNH](http://myCCSNH).

<b>PURPLE Plan (Access Blue New England HMO Site of Service, with HRA)</b>	
<b>Services Covered 100% for Preventative Care</b>	
<b>Child Preventative Care</b> *Office Visits for preventative services *Screening Tests for vision, hearing and lead exposure. Also includes pelvic exam and Pap tests for females who are 18, or have been sexually active * Immunizations (Hep A, Hep B, Diphthereria [Tetanus, Pertussis/DtaP], Chicken Pox, Influenza, Pneumonia, HPV-cervical cancer, H. Influenza Type B, Polio, Measles, Mumps, and Rubella (MMR))	<b>Adult Preventative Care</b> *Office Visits for preventative services *Screening Tests (cholesterol and lipid level tests, colorectal cancer, prostate cancer, diabetes, and osteoporosis). Also, includes mammograms, as well as pelvic exams and Pap test. *Immunizations (Hep A, Hep B, Diphthereria [Tetanus, Pertussis/DtaP], Chicken Pox, Influenza, Pneumonia, HPV-cervical cancer)
Lab tests furnished by an independent laboratory provider	
<b>Services Subject to Co-Payment Only</b>	
Medical exams, injections (including allergy injections), office surgery and anesthesia	\$25 per visit to your PCP \$50/Visit to Specialist or Network Walk-In Center
Surgery and anesthesia in an independent ambulatory surgery center	\$125 per admission
Physical/Occupational/Speech therapy (up to 20 visits per therapy, per member, per calendar year)	\$50 per visit
Urgent care facility charge	\$125 per visit
Chiropractic visit (chiropractic x-ray subject to deductible)	\$50
Prescriptions	Rx Retail: \$10/\$35/\$50/30% coinsurance to \$250 max Rx Mail (90 day fill): \$20/\$70/\$150/limited mail order
<b>Services Subject to Deductible</b> You will use your HRA allocation from CCSNH to pay towards deductible expenses (see below). If you use all the money in your HRA, you will pay out of pocket until you meet your annual deductible. \$2,000 HRA towards Individual Coverage \$4,000 towards Family Coverage	
Lab tests furnished by a non-independent lab provider	Deductible
Urgent Care physician fee, CT scan, MRI	Deductible
Inpatient and Outpatient Hospitalization	Deductible
Emergency Room Services	\$250 co-pay plus Deductible
Other services in Certificate of Coverage	Deductible
	<b>In Network</b>
Annual Deductible	\$4,000 for Single \$8,000 for Family
After you meet your annual deductible, you will continue to be responsible for any applicable copayments until you meet the out of pocket maximum of \$6,600 (single) / \$13,200 (family)	

The benefit summary shown above does not replace the official plan documents or contracts that govern your eligibility to participate in these plans or the amount of benefits you may receive. If there is a discrepancy between the official plan documents and this summary, your actual benefits will always be governed by the plan documents. Some of the above services may require precertification. Please confirm with Anthem.

# Appendix F

Same Sex Domestic Partner Benefit Eligibility shall be eliminated effective July 1, 2014.

A benefits-eligible employee may obtain benefits for their same sex domestic partner and their eligible dependents. Eligibility for same sex partner domestic partner coverage requires the filing of a complete and authorized “Affidavit of Same Sex Domestic Partnership.” Such documents must be filed with the CCSNH Human Resources Office. The Affidavit of Same Sex Domestic Partnership requires that the employee and the employee’s same sex domestic partner attest to the following:

1. The partners are of the same gender, are at least 18 years of age, and are mentally competent to consent to contract;
2. The parties are each other’s sole same sex domestic partner, responsible for each other’s common welfare and financial obligations;
3. Neither party is legally recognized as being married to another person or the common law spouse of another person in the State of New Hampshire, nor are the partners related by blood to a degree that would prohibit marriage in the State of New Hampshire;
4. The domestic partnership has been in existence for the past six (6) consecutive months prior to filing the Affidavit of Same Sex Domestic Partnership;
5. The employee and his/her same-sex domestic partner share a residence; and
6. One of the following four (4) conditions must exist for the partnership (the CCSNH employee may be asked to produce confirming documentation):
  - a. The parties have one of the following arrangements:
    - i. Joint ownership of a motor vehicle
    - ii. Joint bank account(s)
    - iii. Joint credit card account(s)
    - iv. Lease for a residence identifying both parties as tenants
    - v. Joint mortgage or ownership of residence.
  - b. The employee has designated the same sex domestic partner as:
    - i. A beneficiary of the employee’s life insurance coverage; or
    - ii. A beneficiary for the death benefit payable from the employee’s state retirement annuity; or
    - iii. A primary beneficiary in his/her will or trust
  - c. The parties have executed a “relationship contract” which obligates each of the parties to provide support for the other and provides, in the event of termination of the domestic partnership, for a substantially equal division of any property acquired during the relationship.
  - d. Proof of a legally issued and recognized civil marriage or civil union<sup>1</sup>.

<sup>1</sup> Civil marriage is the legal term currently used in New Hampshire to designate a marriage between same-sex parties pursuant to NH RSA 457. Civil union refers to any civil "marriage-equivalent" relationship between same-sex partners that is legally contracted outside of New Hampshire, by whatever name designated. Civil union and marriage are not intended to include common law marriage, even if such relationship is recognized by law in the jurisdiction of the employee's residence.

# **Appendix G**

## **Bonus Leave Earned Prior to July 1, 1995**

G.1 Bonus Leave Earned Prior to July 1, 1995: CCSNH employees, who possess a balance of bonus leave earned prior to July 1, 1995 shall be eligible to retain said balances of bonus leave in addition to any other forms of leave provided in this Agreement. Use of such earned bonus leave shall be administered in accordance with the Article 20 of this Agreement.

A covered employee who resigns, retires, or is dismissed shall receive a sum equal to the number of days of bonus leave earned prior to July 1, 1995 remaining to his/her credit, provided that any or all amounts may be applied to offset any amounts owed to the CCSNH by the employee. In the event of death, a sum equal to the number of days of said bonus leave remaining shall be paid to the employee's estate.

# Appendix H

## Medical and Dental Insurance Coverage for Married CCSNH Employees

The parties agree that Article 17, Section 17.2, of the said CBA shall be interpreted and enforced in the following way with respect to married couples, both of whom are benefit eligible employees of the CCSNH, when they elect to be covered by the CCSNH health and dental insurance plan(s) under section 17.2.1 and 17.2.2.

Marriage is the legally recognized union of two people. The CCSNH recognizes marriages legally contracted in or outside of the State of New Hampshire in accordance with NH RSA 457, as amended. Pursuant to NH RSA 457 civil marriage is the legal term to designate a marriage between same-sex parties. Civil union refers to any civil "marriage-equivalent" relationship between same-sex partners that is legally contracted outside of New Hampshire, by whatever name designated. Civil union and marriage are not intended to include common law marriage or domestic partner relationships, even if such relationship is recognized by law in the jurisdiction of the employee's residence.

1. For married couples with no dependents: the individuals may jointly elect one 2-Person Plan, or they may separately elect two 1-Person (Employee Only) Plans.
2. For married couples with one dependent: the individuals may jointly elect one Family Plan, or they may separately elect one 1-Person (Employee Only) Plan and one 2-Person Plan.
3. For married couples with two or more dependents: the individuals may jointly elect one Family Plan, or they may separately elect one 1-Person (Employee Only) Plan and one Family Plan.
4. No CCSNH employee or dependent will be covered by more than one health or dental insurance plan.