

COLLECTIVE BARGAINING AGREEMENT

between

U.N.H. POLICE DEPARTMENT

and

CHAUFFERS, TEAMSTERS & HELPERS LOCAL UNION 633

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CONTRACT TERM

July 1, 2006 ~ June 30, 2009

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Article 1
RECOGNITION

The Board of Trustees of the University of New Hampshire recognizes the Chauffeurs, Teamsters, and Helpers Local Union 633 affiliated with the International Brotherhood of Teamsters as the exclusive bargaining representative for all full-time police officers (Public Safety Officer V) excluding the following positions: Chief of Police, Deputy Chief of Police, Senior Administrative Assistant, Administrative Assistant, Dispatchers, (Communications Specialists I and II), Dispatch Supervisors, (Communications Specialist III), Police Sergeants, (Public Safety Officer VI), Security Supervisor, (Public Safety Supervisor III) as designated by the PELRB in its certification order of May 8, 2006.

Article 2

DEFINITIONS

- Section 2.01** The term “Board” as used in this Agreement refers to the Board of Trustees of the University System of New Hampshire acting on its own or acting through the administration of the University.
- Section 2.02** The term “University” as used in this Agreement refers to the Board and/or the administration of the University of New Hampshire.
- Section 2.03** The term “Department” as used in this Agreement refers to the University of New Hampshire Police Department.
- Section 2.04** The term “Union” as used in this Agreement refers to the Chauffeurs, Teamsters & Helpers Local Union 633 affiliated with the International Brotherhood of Teamsters.
- Section 2.05** The term “Member” as used in this Agreement refers to an employee who is a member of the bargaining unit, as defined in Article 1 of this Agreement.
- Section 2.06** The term “Unit Seniority” as used in this Agreement shall be used only for the purposes explicitly provided for within this contract and shall have no force or effect on the application or interpretation of any UNH or USNH benefit programs, policies, or otherwise.
- (A) Members shall accrue unit seniority from the date they are employed in a full-time, benefited, public safety officer (V) position within the department.
 - (B) In the event that more than one Member is hired on the same date, unit seniority shall be determined according to the grade each received on the written police entrance examination.

Article 3
LABOR/MANAGEMENT COMMITTEE

- Section 3.01** A committee shall be established to maintain an ongoing open dialogue between management and the Union on topics of concern. Such topics may include, but are not limited to: compensation, benefits, training, equipment, policies and procedures, and working conditions.
- Section 3.02** Said committee shall be composed of no less than two employees each, from the Union and from management.
- Section 3.03** For the first year of this agreement, this committee shall meet no less than once per month, beginning with the month after ratification. In subsequent years, the Committee shall meet no less than quarterly.
- (A) Prior to the conclusion of any meeting, the committee shall set a date for the next meeting.
 - (B) Either party may request a meeting of the committee prior to the next scheduled meeting, and such meeting shall be scheduled upon agreement of both parties.
 - (C) Minutes will be taken for all meetings.

Article 4
UNION RIGHTS

Section 4.01 Stewards

- (A) The University recognizes the right of the Local Union to designate one (1) Job Steward and assistant from the member list. The authority of the Job Steward and assistant so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities.
 - (1) The investigation and presentation of grievances with the appropriate University representative in accordance with the provisions of the collective bargaining agreement without loss of time or pay;
 - (2) The collection of dues when authorized by appropriate Local Union actions;
 - (3) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers.
- (B) The Steward or the designated alternate shall be permitted reasonable time, with prior management approval, to investigate, present and process grievances without interruption of the Department operation. Such time spent by the Job Steward or the designated alternate during their regular work schedule shall be considered working hours in computing daily and/or weekly overtime.

Section 4.02 Bulletin Board

- (A) The University agrees to provide a bulletin board for the posting of messages forwarded to the Steward or alternate by the Local Union. The bulletin board will be placed in an area accessible to members.

Section 4.03 Union Meetings

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

Section 4.04 Rosters

- (A) Seniority Roster
 - (1) The Department shall maintain an updated seniority list including all members.
 - (2) The seniority list shall be posted once every six months with a copy sent to the Local Union. Updates to the roster shall be made within (30) calendar days of employees being added or deleted from the last posted roster.
- (B) Department Roster
 - (1) The Department shall maintain a department roster, including name, rank, and position held for all department employees informational purposes only.
 - (2) The roster shall be updated within five (5) days of any changes of status.

Article 5
DUES CHECK-OFF & CREDIT UNION

Section 5.01 Union Dues

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

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

Section 5.02 Credit Union

- (A) The University agrees to deduct from the member's paycheck for deposit to the Local Union's Credit Union (known as the New England Teamsters Federal Credit Union), as members of the Automated Clearing House (ACH) banking system, any amount on a bi-weekly basis, authorized by the member.
- (B) Said deduction shall be bi-weekly and remitted within a two week period following deduction.
- (C) Where laws require written authorization by the member, it shall be furnished in the form required.
- (D) No deductions shall be made which law prohibits.

Article 6
NO STRIKE / NO LOCKOUT

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

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

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

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

Article 7
INTRODUCTORY PERIOD

Section 7.01 Any individual hired into the bargaining unit must successfully complete an introductory period as indicated in this Article. During the introductory period the member may be disciplined or discharged at any time during their introductory period, with or without cause and with or without notice. A member who is disciplined or discharged during the introductory period shall not have recourse to the grievance or arbitration provisions of this Agreement. However, the introductory employee may have access to the grievance and arbitration provisions of this Agreement for other rights and privileges of employment as

stipulated in this agreement during the introductory period. An employee who successfully completes the introductory period shall then be credited with seniority back to his/her most recent date of hire.

Section 7.02 The introductory period for police officers shall begin upon date of hire.

Section 7.03 The introductory period for a newly hired full-time police officer shall be one year from the date of hire.

Article 8
OUT OF CLASSIFICATION ASSIGNMENTS

Section 8.01 When a member is required to assume the full-time duties and responsibilities of a higher level classification, such member shall receive a five percent (5%) increase or the introductory rate of that position, whichever is greater.

Article 9
SPECIALIZED POSITION ASSIGNMENT

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

Article 10
INTERNAL INVESTIGATION

The parties agree to abide by the standard operating procedure(s) set forth in the UNH Police Department Policy manual and applicable to Citizen Complaint/Internal Investigation. The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect at the time of application.

Article 11
DISCIPLINE

The parties agree to abide by the standard operating procedure(s) set forth in the UNH Police Department Policy manual and applicable to Development of Discipline & Standards of Conduct. The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said standard operating procedure(s) from time to time, and agree to abide by the terms of said standard operating procedure(s) as in effect at the time of application.

Article 12
GRIEVANCE AND ARBITRATION PROCEDURE

Section 12.01 Definitions

- (A) The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.
- (B) For the purpose of this Agreement, a grievance is defined as a written statement alleging a misinterpretation, misapplication or violation of any provision of this Agreement. The Grievance and Arbitration Procedure shall not be used to review the substantive merits of an administrative judgment or evaluation. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- (C) Working days, for the purpose of this Article shall be Monday through Friday.
 - 1. Time Limits
 - a. All grievances shall be filed and appealed within the time limits set forth below or they will be deemed waived; provided, however, that the time limits may be extended by written mutual agreement of the parties.
 - b. In the event that a required time limit is not met, by the University, the grievance shall be moved to the next step unless an extension of time has been agreed upon by the grievant and the University.
 - 2. Requirements
 - a. All communications involving grievances shall be conducted with a return receipt required.
 - 3. Process
 - a. When a member believes that a problem exists with respect to the interpretation or application of the specific terms of the Agreement, the member who may be accompanied by the Steward shall first discuss the problem in an informal manner with the member's immediate supervisor within ten (10) working days of the occurrence of the problem. Reasonable efforts shall be made by the parties involved to resolve the problem informally. The Steward and the member will be notified of the disposition by the supervisor within five (5) working days of the meeting.
 - b. Step 1
 - i. If the problem has not been resolved informally, the Steward shall reduce it to writing and submit a written grievance to the Deputy Chief of Operations within ten (10) working days after notification of disposition provided above. The written grievance shall contain:
 - (a). A concise statement of the events giving rise to the grievance;
 - (b). The specific section of this Agreement alleged to be violated;
 - (c). All evidence available in support of the grievance claimed;
 - (d). A statement as to when the grievance arose or became known to the member;
and
 - (e). A statement as to the redress sought by the member.
 - ii. The Deputy Chief of Operations shall meet with the Steward and the member within five (5) working days and shall render a written disposition with respect to the grievance to the member and the Steward within five (5) calendar days after receipt of the written grievance.
 - c. Step 2

- i. If the disposition is not satisfactory to the Union, the Steward may appeal the grievance in writing to the Chief of Police within ten (10) working days after receipt of the notification provided in Step 1.
 - ii. The Chief shall meet with the Steward and the member within five (5) working days and render a disposition in writing to the member and the Steward within five (5) calendar days after said meeting.
- d. Step 3
- i. If the disposition of the Chief is not satisfactory to the Union, the Steward may appeal the grievance in writing to the President or his/her designee within ten (10) working days after receipt of the notification provided in Step 2. The President or his/her designee shall meet with the Union Business Agent, Steward, and the member within five (5) working days and render a determination in writing to the Steward within five (5) calendar days after said meeting.
- e. Step 4
- i. In the event that the determination of the President or his/her designee is not acceptable to the Union it may, within thirty (30) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration under the rules of the American Arbitration Association by notifying the President or his/her designee in writing of such intent.
 - ii. The decision of the arbitrator shall be final and binding upon the parties.
 - iii. The arbitrator shall not have the authority to amend or modify or establish new terms or conditions with respect to this Agreement.
 - iv. Wherever possible the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.
 - v. All fees and expenses for the arbitrator's services and the proceedings shall be borne by the losing party. Each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

Article 13
PERSONNEL FILES

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

Article 14
RULES AND REGULATIONS

Section 14.01 The University System of New Hampshire Policies and Procedures are available to all employees at: <http://usnholpm.unh.edu>

Section 14.02 The Department will provide a written (e-mail) copy of all current policy manuals, Memorandums, General Orders, Codes of Conduct, Special Orders, or other orders to which employees are answerable.

Section 14.03 The University, the Department, and all members, agree to abide by the provisions of all policies, or other regulations as described in Section 14.01 above.

Article 15
UNIFORMS AND EQUIPMENT

Section 15.01 The Chief or his/her designee will determine the appropriate uniform design and equipment required of members.

Section 15.02 The Department will provide a basic uniform and equipment issue to all members.

- (A) The Department will pay for cleaning and initial alterations of provided uniforms, as well as the replacement and maintenance of issued equipment.
- (B) Any item of basic uniform and equipment that is damaged beyond usability as the result of official actions shall be replaced (new or from inventory) by the department.

Section 15.03 The University will provide any member assigned to a unit requiring a particular level of plain clothes dress initial annual clothing allowance of \$500 and \$250 annually thereafter, and shall provide dry cleaning services of such clothes, when they are worn during the performance of the member's duty.

Section 15.04 The University shall supply concealable body armor to all members.

- (A) Said body armor shall be new, of a make, model, and style as selected by the University and shall be appropriately fitted, by a representative of the body armor manufacturer, to the individual officer in accordance with relevant standards, and the department shall consider the recommendation(s) of the labor management committee regarding this equipment.
- (B) The University shall replace said body armor at the interval suggested by the body armor manufacturer, and shall provide any needed maintenance of the body armor.
 - 1. This shall include any body armor provided prior to the effective date of this agreement.
- (C) Members who leave the University shall be able to purchase their body armor at a pro-rated cost provided the member signs a liability waiver.

Section 15.05 Members shall receive appropriate training in the use of any specialized equipment provided by the Department.

Article 16
HOURS OF WORK/SCHEDULING

Section 16.01 The normal workweek for all employees in the department shall be forty- (40) hours per week. The scheduled workweek shall begin with any scheduled shift beginning after Saturday at 12:01 a.m. and ends at the completion of any shift beginning prior to 12:00 am the following Friday.

Section 16.02 The standard workday shall consist of either eight- (8) hour or ten- (10) hour shifts.

Section 16.03 The Chief or his/her designee shall determine the shift staffing assignments based on the needs of the department.

Section 16.04 The shift scheduling assignments shall rotate, based upon the University school year calendar and shall change as follows:

- (A) Summer shift shall start on the Saturday of University Commencement.
- (B) Fall shift shall start on the third Saturday in August.
- (C) Winter shift shall start on the third Saturday in December.
- (D) Spring shift shall start on the third Saturday in March.

- Section 16.05** A bidding system shall be used for making shift assignments, as follows:
- (A) Shift bids shall be awarded based upon seniority.
- Section 16.06** Schedule assignments shall be posted no less than thirty (30) days prior to the scheduled shift change.
- Section 16.07** Subject to the approval of the Chief or his/her designee, members may swap shifts on a monthly, weekly or daily or any special event assignment with other members in the same classification.
- (A) Such swaps shall not lead to the accrual of overtime hours in the normal work week as defined in Section 16.01 of this Article by any member swapping shifts.
- (B) Approval of such swaps shall not be unreasonably withheld.

Article 17
TRAINING

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

Article 18
PAYROLL PERIODS

- Section 18.01** The University will be responsible for determining how information about payroll options will be communicated to members. For those members not able to take advantage of direct deposit which is the USNH standard method of pay distribution, a paper payroll check will be generated and mailed to the member's designated campus or home address on the appropriate pay period. Checks will normally not be distributed to members earlier than the official payment date for that particular pay period.
- Section 18.02** All members under this Agreement shall be paid on a bi-weekly basis. Members will be paid in accordance with the designated University payroll calendar.

Article 19
WAGES

- Section 19.01** Unless otherwise qualified by this agreement, members shall receive compensation as described in University System of New Hampshire policy:
- (A) Compensation
- Authority 1.1 – 1.4.4
 - Job Evaluation 2.1- 2.3.5
 - Establishment of Pay Ranges 3.1 – 3.2.2
 - Determination of Exempt/non-Exempt Status 4.1
 - Pay By the Hour Policies 5.1- 5.1.2, 5.1.4, 5.2-5.2.2, 5.2.2.2
 - Additional Pay 7.1 – 7.5.6
 - Initial Salary Policy 8.2 - 8.6.4
 - Delay of Increases 9.10 – 9.10.4
 - Pay Distribution 11 – 11.7
- Section 19.02** Initial Starting Salary

- (A) The starting salary for a newly hired Public Safety Officer V who is uncertified in the state of New Hampshire and has no prior full-time police experience will be 16.09/hr in FY07, \$16.57/hr in FY08 and \$17.07/hr FY09. After the successful completion of the New Hampshire Full Time Police Academy and Police Department mandatory field training program, a newly hired Public Safety Officer V will receive an increase of five percent (5%).
- (B) The starting salary for a newly hired Public Safety Officer V with police experience and who is certified in the state of New Hampshire or is eligible for certification in the state of New Hampshire will start at \$16.89/hr in FY07 \$17.40/hr in FY08 and \$17.92/hr in FY09.
- (C) The initial starting salary for a newly hired Public Safety Officer V who meets the criteria in Section 19.02 (B) will be increased by an additional one percent (1%) for every two (2) years of full time police experience up to a maximum of four percent (4%). This increase is at the discretion of the Chief of Police in consultation with Human Resources and is based upon available department funding.
- (D) Upon completion of the one year introductory period a newly hired Public Safety Officer V will receive a three percent (3%) increase.

Section 19.03 Salary Increases

- (A) For FY07 a three and one-half percent (3.5%) continuing base increase comprised of a two percent (2%) across-the-board and a one and one half percent (1.5%) merit retroactive to 7/1/06 will be awarded to eligible members. In addition each eligible member will receive a one-time lump sum bonus equal to \$750 salary upon ratification of the agreement by both parties. Members must be employed on or before June 30, 2006 to be eligible. A member who has submitted a letter of resignation or retirement or has received a terminal notice with an effective date on or before the date of ratification will be ineligible for this increase.
- (B) For FY08 a three and one half percent (3.5%) continuing base increase comprised of a two percent (2%) across-the-board and one and one half percent (1.5%) merit will be awarded to eligible members employed on or before June 30, 2007. A member who has submitted a letter of resignation or retirement, or has received a terminal notice with an effective date on or before June 30, 2007 will be ineligible for this increase.
- (C) For FY09 a three and one half percent (3.5%) continuing base increase comprised of a two percent (2%) across-the-board and a one and one half (1.5 %) merit will be awarded to eligible members employed on or before June 30, 2008. A member who has submitted a letter of resignation or retirement or has received a terminal notice with an effective date on or before June 30, 2008 will be ineligible for this increase.

Section 19.04 Merit Awards

Merit awards shall be at the discretion of the University as determined by the supervisor based on the quality of a member's performance of job responsibilities as evaluated and documented by the supervisor and communicated to the member. The administrative judgment, evaluation, discretionary acts or decisions associated with merit awards is not subject to the grievance process except as may be necessary when a violation of a nondiscrimination policy is alleged.

Section 19.05 Extraordinary Salary Increases

Nothing in this agreement shall preclude the University from providing salary increases to members in excess of the amount specified in this Article, provided that such increases are for the purpose of relieving inequities not adequately addressed by the provisions of this Article. The union shall be notified in writing of the amount paid and of the specific reasons for the award.

Section 19.06 Skills/Experience Milestone Merit Award

- (A) Members who reach the milestone of five (5) years of continuous service with the University Police Department as a Public Safety Officer V (Police Officer) will be eligible to test for the designation of Master Patrol Officer One (I). The process will be designed by the Chief of Police

or his/her designee and will include a written test, oral board examination made up of law enforcement members and a physical agility test based on standards as determined by New Hampshire Police Standards and Training.

Upon successful completion of all testing the employee will receive an additional five percent (5%) increase in his/her base pay rate effective the Saturday following completion of the testing. If a Bargaining unit member fails any part of the testing process, they are not eligible to re-test for one year from the date of the first test.

- (B) Members who reach the milestone of ten (10) years of Continuous service with the University Police Department as a Public Safety Officer V (Police Officer) will be eligible to test for the designation of Master Patrol Officer Two (II). The process will be designed by the Chief of Police or his/her designee and will include a written test, oral board examination made up of law enforcement members and a physical agility test based on standards as determined by New Hampshire Police Standards and Training.

Upon successful completion of all testing the member will receive an additional five percent (5%) increase in his/her base pay rate effective the Saturday following completion of the testing. If a member fails any part of the testing process, they are not eligible to re-test for one year from the date of the first test.

Section 19.07 For the purpose of eligibility for the Skills/Experience milestone merit award full-time (100%) employment as a Public Safety Officer V (Police Officer) with the University System of New Hampshire or as a full-time certified Police Officer with another City/Town/County or State agency in the State of New Hampshire will be accepted as credited time.

- (A) Five (5) years as a full-time certified USNH Police Officer, or
- (B) Three (3) years as a full-time certified USNH Police Officer and five (5) additional years as a New Hampshire full-time certified Police Officer with another City/Town/County or State Police agency in the State of New Hampshire.

Section 19.08 Members must have successfully reached Master Patrol Officer One (I) and served with that designation for at least one year before being eligible to test for Master Patrol Officer Two (II).

Section 19.09 Participation is voluntary and the member must submit a letter of intent to test to the Chief of Police or his/her designee on or after the fifth (5th) year and tenth (10th) year anniversary date of hire has been reached.

Article 20

PRIORITY SHIFT DIFFERENTIAL

Section 20.01 Extra compensation shall be paid to members who are assigned to work shift hours as defined below as part of their base work week hours. Priority shift differential does not apply to "Special Detail" work.

Section 20.02 Priority shift differentials will apply to basic work hours assigned to the following time frames:

- (A) For FY07 effective the date of ratification of this agreement by both parties, members starting between 3:00 pm to 9:00 pm seven days a week will receive an increase of \$.50 per hour in addition to the base hourly rate through the end of their assigned shift.

Members starting between 9:00 pm to 7:00 am seven days a week will receive an increase of \$1.00 per hour in addition to the base hourly rate through the end of their assigned shift.

- (B) For FY08 members starting between 3:00 pm to 9:00 pm seven days a week will receive an increase of \$.50 per hour in addition to the base hourly rate through the end of their assigned shift.

Members starting between 9:00 pm to 7:00 am seven days a week will receive an increase of \$1.00 per hour in addition to the base hourly rate through the end of their assigned shift.

- (C) For FY09 members starting between 3:00 pm to 9:00 pm seven days a week will receive an increase of \$1.00 per hour in addition to the base hourly rate through the end of their assigned shift.

Members starting between 9:00 pm to 7:00 am seven days a week will receive an increase of \$2.00 per hour in addition to the base hourly rate through the end of their assigned shift.

- (D) Effective the date of ratification of this agreement by both parties, members assigned to investigations as their primary duty as designated in writing by the Chief of Police or his/her designee will receive an increase of \$.50/hr in FY07 and FY08 and \$1.00/hr in FY09 in addition to the base hourly rate.

Section 20.03 The shift payment rate for the entire shift is determined by the beginning time of the shift.

Article 21-(A)
OVERTIME ASSIGNMENT

Overtime Pay: Time worked, by members, either in excess of eight hours in any one day or 40 hours in any week is paid at one and one-half times the regular rate of pay. The hours worked in all jobs must be paid by the hour and combined for calculation of overtime.

Regular Rate of Pay: Determination of regular rate of pay for the purpose of complying with FLSA requires that certain types of salary increments be included with the base rate when computing the regular rate of hourly pay for overtime purposes. These increments are priority shift differential, and stand-by pay, as applicable.

Pay for Scheduled Work on a Holiday: Members who, prior to the holiday, are scheduled to work on an authorized holiday are paid at one and one-half times the base rate for all hours worked up to eight hours (8) in addition to their paid holiday leave.

Designated paid holidays: The following days are designated as common holidays, and all facilities will be closed except for essential operations: New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and Christmas Day. Three additional days are designated as holidays to be determined each calendar year by the University.

Pay for Call-in on Holidays: Members who were not scheduled to work prior to an authorized holiday, but who are requested to do so, are compensated at double the base pay rate for the hours worked with a guaranteed minimum of three hours.

Waiver of Overtime: The campus Human Resources Office may pre-approve written requests for exceptions to overtime payment for hours worked in excess of eight hours in a day. However, no exceptions may be made for hours worked over 40 in one week due to regulations of the Fair Labor Standards Act (FLSA). A waiver may be applied only in these situations:

The employee's job has a permanent work schedule of more than eight hours in a day, but not more than 40 in a week and the Chief of Police or his/her designee has approved a member's request to a flex schedule which includes working over eight hours in a day, but not more than 40 in a week.

Assignment of Overtime: The Chief of Police or his designee shall be responsible for determining if police officer attendance is necessary on an open duty shift. To staff an open duty shift, the Chief of Police or his designee shall seek volunteers among the department police officers and select an appropriate number.

If no police officer chooses to take the assignment under the above Section, the Chief or his/her designee shall be free to assign the least senior bargaining unit member to the assignment or to assign another sworn employee to cover the assignment.

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

Exchange of Shifts: Exchange of shifts (swaps) may be requested by one member to member. No exchange shall be granted unless there is a mutual agreement in writing between the two (2) parties and shall be subject to the approval of the Chief of Police or his designee. No additional cost to the Department should result from this practice.

No member shall be allowed, except in cases of emergencies as determined by the Chief of Police or his/her designee, to work two (2) consecutive, full ten (10) hour work shifts.

Nothing in this agreement shall be construed to limit the Police Chief or his/her designee's right to assign work to members, including shift assignments.

Article 21-(B) **COMPENSATORY TIME**

Compensatory Time: If permitted by campus policy, compensation for overtime for status members may be in the form of compensatory time off in lieu of a monetary payment. Such compensatory time will be at one and one-half hours for each hour of overtime worked either in excess of eight hours in any one day or 40 hours in one week. Compensatory time may only be applied to 100% time appointments.

Agreement: Compensatory time must be the result of a mutual agreement between the member and the Operations Division Commander in writing prior to the performance of the work without any coercion or pressure by the supervisor to take compensatory time instead of pay.

Accumulation: In general, a member may accumulate 480 hours as applicable. Since compensatory time may not be carried from one fiscal year to another, members should be permitted to take accumulated compensatory time off within a reasonable period of time after the overtime is worked.

Monetary Payment: Compensatory time will be paid off in cash prior to or on June 30 of each year. If a member terminates or transfers to another department, cash payment will be made for accumulated compensatory time based either on the average regular rate of pay over the last three years or the final regular rate of pay, whichever is higher.

Records: Unless otherwise specified by the institution, the Administrative Division Commander is responsible for maintaining records. Records of compensatory time must be maintained and preserved to include:

- Number of compensatory hours earned each work week by each member
- Number of compensatory hours used each work week by each member
- Number of hours of compensatory time paid in cash
- For law enforcement personnel, an indication of the work week period for each member

Article 21-(C) **CALLBACK PAY**

Callback Pay: Compensation paid to a member who is called back to work after having left for the day and at a time which precedes the start of the next regular working day.

Monetary Payment: Compensation for callback to work is one and one-half times the base pay rate for the hours worked with a guaranteed minimum of three hours pay.

Exception: If a member is requested to begin work early at a time that precedes but coincides with the start of his/her regular shift, compensation for such work is not considered to be callback pay, and normal overtime policies will apply.

Article 21-(D)
COURT OR OTHER JUDICIAL APPEARANCES

Any member who outside their normally scheduled work hours is required to attend a court, motor vehicle hearing or judicial proceeding, or a University disciplinary proceeding, relating to the performance of his or her duties will first report to work. He or she will then be compensated at his or her normal overtime rate for all time devoted to the proceeding as well as travel time between Headquarters and the location of the proceeding with a minimum of three (3) hours pay or actual time, whichever is greater.

If the member is required to attend a court, motor vehicle hearing or judicial proceeding, or a University disciplinary hearing, and such proceeding is canceled the day of the proceeding, and the member is not notified prior to leaving for work, then the member shall receive a minimum of three (3) hours pay at overtime rates for reporting to work.

In the case of paragraph two, the Chief of Police or his/her designee may require a member to report for duty and serve out the remaining hours he or she is being compensated for.

Article 21-(E)
ON-CALL STATUS

Stand-by Pay: Compensation paid to those status members who are specifically required in writing by their supervisor to restrict their travel and consumption of alcoholic beverages during non-working hours. The purpose of such restrictions is for the institution to be able to provide an immediate and safe response to any emergency situations. Such payment is limited to operations that are designated as essential services by the institution.

Monetary Payment: Stand-by compensation is paid on a per-hour basis at a rate determined by the decision of each component institution within a range established by USNH Human resources, to a flat rate of \$30 per day.

Guideline: The receipt of stand-by compensation is not contingent upon being asked to come in to work since the member is being compensated for the inconvenience factor. However, if requested to come in while on stand-by, the member shall be paid his/her base hourly rate for the time actually worked plus overtime when appropriate with a guaranteed minimum of two hours. Stand-by compensation will also be included.

Article 21-(F)
CURTAILED OPERATIONS

Curtailed Operations/Delayed Openings may be declared and authorized by the Campus Chief Executive Officer (or his/her designee) in the event of an emergency or extreme weather conditions.

Members are considered priority personnel unless designated differently by the Chief of Police or his/her designee; and shall be required to report for work as scheduled in the event that the University declared curtailed operations.

Monetary Payment: Members not permitted to leave early or come in late will receive their regular pay for the regularly scheduled hours worked plus equal compensatory time off later. The University reserves the right to authorize payment instead of equal time off.

In certain operations requiring continuous 24-hour service, members may be authorized payment instead of equal time off.

Absences Not Covered by Curtailed Operations Pay: In cases of marginal weather conditions when operations are not formally delayed or curtailed, members who do not report to work at a specified time or choose to leave work early will be required to use vacation time, earned time, or leave without pay.

The department may designate and maintain a list of members who are necessary for operations through weather or other emergency conditions. Such members will continue to be required to receive supervisory approval for weather/emergency related absences.

Article 22
DETAIL ASSIGNMENTS

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

Article 23
LEAVE

Earned Time Description: Earned Time is an alternative approach to the traditional manner of covering absences for vacation, sick leave, interim disability; bereavement leave, maternity leave, and short term military leave by combining all these plans into one program. It provides for the pay off at termination or retirement of all unused hours. Instead of dividing benefits into a specific number of hours for each benefit, Earned Time puts these hours together into a single benefit. Earned Time can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned." The exact amount of Earned Time accrued each year will depend on the years of service to the University System of New Hampshire.

Eligibility: All members who are employed in a status position of 100% time.

Accrual Rate: Members accumulate Earned Time based on the number of hours they work in their budgeted position and their number of years of status employment within the University System.

For the purpose of this policy, one year of employment will equal 12 consecutive months of employment from date of hire. Members accumulate Earned Time based on pay status hours up to those hours budgeted, and worked for the position, and years of employment to the University System.

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

For the purpose of this policy, one year of employment will equal 12 consecutive months of employment from date of hire in a status position. There is no maximum accumulation of Earned Time.

Usage: Earned Time may be used any time after being earned, except during the member's Police Recruit Academy and Field Training Programs. No more than a maximum of one half of member's vacation may be used during the months of September, October, April, or May and it is expected that all planned absences will be mutually agreed upon by the Chief of Police or his/her designee and the member prior to the date of absence.

Members will be required to take at least twelve (12) days a year and no more than eighteen days (18) a year for the first 5 years, and then after 5 years, at least fifteen (15) days a year, but no more than twenty five (25) days a year, and then after 10 years, at least twenty days (20) but not more than thirty (30) days a year. Additional earned days in excess of these amounts may be banked for pay-out at termination, may be placed in the sick pool, may be used to cover FMLA qualifying lost time and/or may be scheduled to be taken as an exception to the contract provision with the advanced approval of the Chief of Police or his/her designee based on its suitability to the departments costs and scheduling needs.

Earned time must be requested by members at least thirty (30) days in advance of the date the leave is requested for. The request will be done by a bargaining unit member completing a department supplied form for that purpose. The form shall then be submitted to the Operations Division Commander for purposes of approval and scheduling. The Operations Division

Commander's decision shall be subject to the review and approval of the Chief of Police or his/her designee. The Operations division Commander or the Chief must approve or deny the requested vacation time within ten (10) days of it being filed.

Increments: Earned Time may be used in units of one hour or more.

When Earned Time is used to cover work time lost due to illness or injury, medical documentation may be required at any time to substantiate an absence and/or to indicate the ability of the individual to return to work following an illness or injury (see USY V.C.12.2.1).

The use of Earned Time for extended illness or injury requires medical documentation and may indicate the need for use of the Family Medical Leave Act and the need to contact the System Human Resource Office for information concerning long-term disability (see USY V.A.15, 17).

Minimum Usage: Minimum usage is calculated on a fiscal year basis, July 1 through June 30. If the minimum usage requirement has not been met by June 30, remaining minimum usage hours will be subtracted from the member's Earned Time balance prior to its being carried forward into the new fiscal year.

New members hired prior to January 1 will be required to satisfy the minimum usage requirement by June 30 of the end of their first partial year of employment. The minimum usage amount is calculated by counting required hours of minimum usage for each month of employment prior to June 30. For the purpose of calculating minimum usage, a month is counted as a full month of employment if the member's date of hire is on or before the 15th of the month, or if the member terminates on or after the 16th of the month. If the minimum usage requirement has not been met by June 30, remaining hours will be subtracted from the member's Earned Time balance prior to its being carried forward into the new fiscal year.

For example, a new member works a 40-hour week and is hired on October 2. He or she would need to use a minimum of 72 hours (9 days) by the following June 30. A member hired July 5 would need to use a minimum of 96 hours (12 days) of Earned Time. If the minimum usage requirement has not been met by June 30, remaining minimum usage hours will be subtracted from the member's Earned Time balance prior to it being carried forward into the new fiscal year. If the member hired on October 2 used 56 hours as of June 30, 16 hours would be subtracted from the carry-forward leave balance into the next fiscal year. Computation of minimum usage will occur as of June 30 of each year. Members with less than six months of service are exempt from minimum usage requirements.

Hours converted into the Sick Leave Pool do not count toward minimum usage requirements.

Sick Leave Pool

Description. The Sick Leave Pool is intended to provide additional security by allowing members the opportunity to exchange Earned Time hours for Sick Pool hours at the equivalent rate of three Sick Pool hours for each hour of Earned Time. The month of May is the "Open Enrollment" period for Sick Leave Pool. In addition, a member who completes her/his initial introductory period will then be allowed a 30 day period to convert accrued Earned Time hours to Sick Pool Time.

Sick Pool time is used for extended periods of illness or injury and is not eligible for pay off at retirement or termination. Earned Time benefits accrue only during the initial three weeks (15 working days) of each separate use of the Sick Leave Pool.

Usage of Sick Pool days commences with the sixth consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use Sick Pool time. Periodic updates from the member's physician may be required.

The Human Resources Office may grant an exception to the policy that requires the usage of the equivalent of five (5) Earned Time days before being permitted access to the Sick Pool when either of the following circumstances occur: (1) when a member returns to work after using Sick Pool time but is disabled again within 10 working days, or (2) when the disability is certified by a physician to be the same as for the original use or from the same cause as the original Sick Pool usage.

It is not necessary to use up all Earned Time days before using Sick Pool time. The members may continue to use Sick Pool time until her/his accrued Sick Pool time is exhausted or until s/he is no longer disabled.

The maximum Sick Pool time a member may accumulate is the equivalent of 150 days (1,200 hours for those on a 40-hour work week). Members may add to her/his Sick Pool time once each fiscal year during the month of May.

The use of the Sick Pool may indicate the need for Family Medical Leave. After three months of absence from work, the member should contact the System Human Resources Office for information concerning long-term disability (see USY V. A.15, 17).

Exhaustion of Earned Time/Sick Pool. A member on an approved absence who has used all Earned Time and Sick Pool time will be placed on leave without pay. If the illness/injury qualifies for FMLA leave, benefits will continue for the period of the family medical leave (see USY V.A.17). Other continuance of benefits during a leave without pay is set forth in USY V.A.21.

Position Status. When there is supporting medical documentation of a member's absence due to illness or injury, the University System will normally not terminate an individual from her/his position for six months from the first date of absence. For those individuals in their initial introductory period, the position will not be held unless the disability is due to pregnancy or covered by worker's compensation.

Return to Work. Following a period of absence due to illness/injury, medical documentation supporting the member's ability to perform the essential functions of the job is required prior to returning to work (see USY V.C.12.2.1).

Use of Sick Pool for family leave. Members with at least one year of benefits eligible service may use up to a maximum of 10 days of accrued Sick Pool time per fiscal year (80 hours for staff on a 40 hour work week) for family leave. This leave may be used for medical appointments, illness, or medical needs of an immediate family member; prenatal or postnatal care; or for purposes of caring for a new baby or adoptive/foster child after placement and/or for crime victim leave (see USY V.A.19.2). Access to the Sick Pool for the use of family or crime victim leave does not require the prior use of five Earned Time days. (Use of one Earned Time day is required for extended bereavement leave. See USY V.A.11.5.10.2 below.)

Immediate family member is defined as spouse, parent, legally dependent child, or any person living in the member's household.

Extended bereavement leave. After notification of the Chief of Police or his/her designee, and the use of one Earned Time day, a member may use family leave for extended bereavement leave in the event of the death of an immediate family member. Bereavement leave follows the same parameters described in USY V.A.18.

Record keeping. The institution is responsible for maintaining accurate records that verify the usage and current Earned Time/Sick Pool leave balances of each members.

Payoff at Termination, including Retirement. In no instance shall Earned Time be used to extend employment beyond the last day of work. Earned Time is paid off at the base rate of pay at time of termination. All unused Earned Time, less any Earned Time needed to meet the minimum usage requirement (see USY V.A.11.4.4), will be paid off at the time of termination or retirement if the termination occurs under normal circumstances and does not involve an act of gross misconduct such as theft or immoral conduct. Members laid off may leave Earned Time intact pending recall.

Conversion from Earned Time to Vacation/Personal & Sick Time (For conversion from Vacation/Personal Leave & Sick Time to Earned Time see USY V.A.12.8)

When a member transfers, is promoted, or reclassified into an exempt status position, Earned Time benefits are converted using the following procedure:

If the member has a total Earned Time accumulation of the equivalent of twenty (20) or fewer days (160 hours), the total amount accumulated would be converted to Vacation/Personal Leave and transferred with the member.

For any Earned Time credit in excess of the equivalent of 20 days, an option allowing the remaining accumulation to be either transferred to Sick Leave or Vacation/Personal Leave or paid to the members is provided. In the event a member is promoted or transferred into a position that does not accumulate vacation, i.e., an AY faculty position, the member will be paid accumulated Earned Time.

Sick Pool Hours may be converted to the traditional Sick Leave program at the rate of the equivalent of three (3) Sick Pool Days (24 hours) for one Sick Leave Day.

Record keeping. It is the responsibility of the police department's administrative division commander to maintain accurate records that verify the usage and current Earned Time and Sick Pool balances of each member. That information will be sent to the campus Human Resources office on a regular basis.

Section 23.01 Long- Term Disability Leave

- (A) All members who enroll in the long-term disability plan are eligible to apply for the benefit.
- (B) This benefit shall be subject to applicable USNH/UNH policies. The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement** the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Section 23.02 Workers Compensation Benefits

- (A) All members shall be eligible for Workers Compensation benefits, as provided by applicable statutes, and shall be subject to applicable USNH/UNH policies.
- (B) The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Section 23.03 Family and Medical Leave Act

- (A) All members shall be eligible for F.M.L.A. benefits, as provided by applicable statutes, and shall be subject to applicable USNH/UNH policies.
- (B) The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Section 23.04 Jury Duty and Witness Leave

- (A) A member will be granted Jury Duty Leave with pay for the purpose of serving on a jury or as a subpoenaed witness in a matter not related to the performance of the employee's official duties as a University Police Officer. Jury Duty and Witness Leave shall be subject to applicable USNH/UNH policies.
- (B) The parties further acknowledge that under Article 31, **Management Rights**, and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Section 23.05 Military Leave

- (A) A member will be granted a military leave of absence without pay by the campus office responsible for Human Resources. A military leave of absence shall be subject to applicable USNH/UNH policies. The parties further acknowledge that under Article 31, **Management Rights**, and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.
- (B) Military leave policy follows federal regulations in the Uniformed Services Employment and Reemployment Rights Act (USERRA), which defines benefits and rights of employees when they serve or have served in the Uniformed Services.

Section 23.06 Leave Without Pay

- (A) A member may apply for a leave of absence without pay from the department or from the institution. Requests for leaves should be in writing to the member's immediate supervisor with a

copy to Human Resources. Generally leaves are not granted for more than one year and only to those staff members who have completed at least one year of service.

- (B) All requests and approvals of leaves of absence without pay shall be subject to applicable USNH/UNH policies. The parties further acknowledge that under Article 31, Management Rights, and Article 29, Effect of Agreement, the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Article 24
EMPLOYEE BENEFITS

Section 24.01 Unless otherwise qualified by this agreement, members shall receive the benefits as described in Board of Trustee and University System of NH policy on benefits as described in policy BOT-V-A and USY-V-A. The parties further agree to acknowledge that under Article 31, Management Rights, and Article 29, Effect of Agreement the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Section 24.02 *Effective Date.* Either the USNH medical, dental, life and long term disability insurance and retirement or the Teamster's Health and Welfare Plan are effective on the first day of the month following initial date of hire into the bargaining unit. USNH benefits and the Teamster's Health and Welfare Plan terminate on the last day of active service excluding days paid (not worked) for accumulated vacation or Earned Time.

Section 24.03 *Health and Welfare Benefits.* Through June 30, 2007, members shall continue to participate in the USNH medical, dental, life insurance benefits in which they are enrolled on the date the agreement is signed, at the employee contribution rates in effect for all UNH staff.

Effective July 1, 2007, members are eligible to participate in the Teamster's Health and Welfare Plan. This plan includes HMO medical, dental, vision, life and accidental death and dismemberment insurance. These plans are in place of the medical, dental and life insurance benefits described in policy USY-V-A. The following is the employer monthly contribution for this plan.

	Employer
Single Person	\$433.00
Two person	\$805.00
Family	\$1,142.00

For calendar year 2008, the employer monthly contribution shall increase as follows:

Single Person	\$453.00
Two Person	\$877.00
Family	\$1,156.00

Any increase in the rate of premium for the Teamster's health and welfare plan above this level of employer contribution shall be paid by the employee.

Beginning January 1, 2009, the employer monthly contribution for the Teamster's Health and Welfare Plan shall increase by 5%, as outlined below.

Single Person	\$476.00
Two Person	\$921.00
Family	\$1,214.00

Effective July 1, 2007, members shall be transferred from the USNH medical, dental and life insurance benefits to the Teamster's Health and Welfare Plan. Members shall have the option to waive the

Teamster's Health and Welfare Plan available under this section. Members exercising this option shall receive \$550 per calendar year distributed at a rate of 1/26th of \$550 each pay check.

Members shall have a second opportunity in the fall of 2007 to enroll in the Teamster's Health and Welfare Plan or to waive coverage and receive the payments of \$21.15 per paycheck as noted above. This choice of enrollment or waiver shall be offered annually in the fall.

Northern New England Benefit trust will notify the Employer not less than thirty (30) days prior to the anniversary date of the Collective Bargaining Agreement of the Premium(s) for Health Care coverage for the following contract year. The premiums will not be effective until January 1st of the following year.

Section 24.04 Members shall be eligible to elect a long term disability plan with a 66 2/3% benefit option. The employer contribution will provide a benefit up to 60% and the remaining 6 2/3% will be paid by the employee.

Section 24.05 The University shall be free, in its discretion, to offer new plans for police officers to select in addition to those described above.

Section 24.06 Discretionary Separation Incentives. The University shall be free, to offer at its sole discretion, any separation incentive plan, so long as those plans are offered to all officers under the same terms.

Article 25 **RETIREMENT**

Section 25.01 The parties agree to abide by the retirement policies set forth in the USNH Policy and applicable to Retirement & USNH Police Officers Retirement. The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement** the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

(A) At such time as legislation is passed allowing for the inclusion of USNH Police Officers in the New Hampshire Retirement System. The University and the bargaining unit agree to meet to discuss the effects of said legislation upon this agreement.

Article 26 **LAYOFF**

Section 26.01 Unless otherwise qualified by this agreement members are subject USNH policies relative to layoff. The parties further acknowledge that under Article 31, **Management Rights** and Article 29, **Effect of Agreement**, the University retains the authority and right to amend said policies from time to time, and agree to abide by the terms of said policies as in effect at the time of application.

Section 26.02 Layoff is the involuntary separation of a staff member from the job, without pay, due to circumstances such as lack of work, seasonal conditions, technological or programmatic change and/or short-term financial difficulty. Layoff is used only when there is reasonable expectation of recall. It is inappropriate to use layoff to address performance problems, or to discipline a member. The period of layoff shall not exceed one year from the date of layoff. Affected members shall be entitled to recall during the period of layoff. If not recalled during the period of layoff, members will be terminated.

Section 26.03 In cases where it is known by the Department that the layoff will be permanent, then the Chief will meet with the bargaining unit to discuss the planned layoff and the effects of the decision.

Section 26.04 Members shall be selected for layoff on the basis of increasing seniority.

Section 26.05 Members who are laid off shall receive at least ninety (90) days' notice of any layoff.

Section 26.06 Members who are laid off shall maintain their positions on the unit seniority roster during the recall period and shall accrue additional unit seniority during that time. If recalled to work within the recall period, the member shall return with the same unit seniority he or she had accrued at the time of the recall.

- Section 26.07** If hired into any other classification, the member shall return as a new employee and be rehired with a new seniority date.
- Section 26.08** If an opening develops in the member's original classification after he or she had taken another position within the Department, he or she may return to the original classification with no loss of seniority.
- Section 26.09** The University shall recognize the member's total length of service as outlined in USNH/UNH policy for fringe benefit purposes if the member is rehired into another classification within the recall period.
- Section 26.10** Members who are laid off shall notify the Department of any changes in address or phone numbers in order to provide a contact point for recall or notification of vacancies which may arise with the Department during the term of their layoff.

Article 27
NON-DISCRIMINATION

- Section 27.01** Neither the University nor the Union will discriminate against employees on any employment matter on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, disability, veterans status, marital status, or other unlawful criteria as these terms are defined under applicable law. In addition, the parties recognize that sexual harassment is a form of unlawful sexual discrimination, and it is therefore the policy of the University that sexual harassment and/or other forms of discriminatory harassment will not be tolerated as stipulated in USNH and UNH policy.
- Section 27.02** Neither the University nor the Union will discriminate against employees on any employment matter because of the employee's union activity or union membership or non-membership.

Article 28
SUBCONTRACTING

- Section 28.01** The University shall not contract out services to be performed on University property, except as follows:
- (A) Where the work to be performed is beyond the skills and abilities of the members; or
 - (B) Where the work to be performed is beyond the workload capabilities of the members or the ability to work safely; or
 - (C) Where the contractor has techniques, equipment, or technology that the members do not possess.
- Section 28.02** The Union shall be notified at least 90 days in advance of any subcontracting which may lead to the layoff of any member.

Article 29
EFFECT OF AGREEMENT

- Section 30.01** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore this instrument constitutes the entire Agreement of the University and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
- Section 30.02** The University shall have the right to adopt, amend, or rescind any policy or practice, including such policies or practices as may be referred to or incorporated in this Agreement, provided that, during the life of this Agreement, such policy or practice does not directly conflict with any explicit provision of this Agreement.

Article 30
SEPARABILITY

Section 31.01 In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any Court having jurisdiction over the matter at issue or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto.

Section 30.02 The provision of this Agreement held to be void or invalid should be renegotiated by the parties within ninety (90) days of such determination, if possible, to comply with the determination of the Court or administrative agency concerning its legality.

Article 31
MANAGEMENT RIGHTS

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

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

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

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

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

- To plan, direct, supervise and control all operations, functions and policies of the Department in which the employees in the Bargaining Unit are employed.
- To determine the need for and the qualifications of new employees, transfers, and promotions.
- To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedure, work rules and regulations.
- To assign shifts, work days, hours of work and work locations subject to the terms of this contract.
- To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations, or facilities for budgetary or other reasons.
- To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- To determine the need for a reduction or an increase in the work force and the implementation of any decisions with regard thereto.
- To discipline, suspend, demote or discharge an employee for just cause, subject to the terms of this contract and other pertinent law.
- To assign and distribute work.

- To determine the need for additional education courses, training programs, on-the-job training and cross training.
- To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment, or emergency.
- To determine the Mission, Policies, and Standards of service offered to the public.
- The Department may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, and efficient operations.

Article 32
DURATION

This Agreement shall be and remain in full force from the 1st day of July, 2006 through and including the 30th day of June, 2009 and thereafter until terminated by either party by sixty (60) days written notice given to the other party of its intent to negotiate a successor agreement.

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representatives in March, 2007

For Chauffeurs, Teamsters & Helpers Local Union 633:

David W. Laughton, Secretary/Treasurer

Richard J. Laughton, Jr., Organizer

For the University of New Hampshire:

Andrew Lietz, Chair, Board of Trustees

Stephen J. Reno, Chancellor, USNH

J. Bonnie Newman, Interim President, UNH

Bargaining Team Members

- Paul Dean, Chief Negotiator
Deputy Chief of Police, UNH
- Sharon Demers
Assistant Vice President – Human Resources, UNH
- Ron Rodgers
General Counsel and Secretary of the USNH