

**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, 2009 ~ June 30, 2012**

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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 by 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 as between those Members shall be determined according to the grade each received on the written police entrance examination.
  - (C) In the event that a member voluntarily resigns their employment with the University, and is subsequently re-hired to a union position within a one year period, the member shall be restored to the unit seniority level they held on the last day of employment.
  - (D) Nothing in the preceding paragraph obligates UNH or USNH to re-hire any member who voluntarily resigns or wave any part of the hiring process.

**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 unit seniority list including all members.
  - (2) The unit 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 for 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 20<sup>th</sup> 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.

(A) In the event a member who voluntarily resigns their employment with UNH is rehired to a union position within a one year period, the member shall serve a probationary period of not less than six months.

**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 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 shift, ten- (10) hour shift or twelve (12) hour shift.

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

**Section 16.04** The schedule will be posted for bid no more than four times a year.

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

A bidding system shall be used for making shift assignments, as follows:

- (A) Shift bids shall be awarded based upon seniority.
- (B) One shift bid an academic year will be determined by reverse seniority.

**Section 16.05** Schedule assignments shall be posted no less than thirty (30) days prior to the scheduled shift change.

**Section 16.06** Substitution of Shifts under 29 U.S.C. §207(p)(3)

Substitution of Shifts may be requested by one member to another member. No Substitution of Shifts shall be granted unless there is a mutual agreement in writing between the two (2) parties and shall be subject to the approval of the Chief of Police or his/her designee.

1. When shifts are substituted, the department will treat each party to the substitution as if the member who was originally scheduled to work appeared and worked the shift.
2. Substitutions are strictly voluntary and the member must feel comfortable accepting or declining an invitation to substitute.
3. The department is not required to keep records of substituted shifts, and this implies that the department does not have to ensure that agreements to "substituted" shifts are actually carried out.
4. The employer has a right to approve shift substitutions and is entitled to know about proposed substitutions before the work is done.
5. Special Events/Details and overtime shifts will not be substituted between members.
6. Substitution of shifts 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 substituting shifts.
7. Approval of substitution of shifts shall not be unreasonably withheld.

8. No additional cost to the Department shall result from this practice.
9. 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.

**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 \$17.07/hr for FY10 & FY11. 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 be \$17.92 for FY10 & FY 11.
- (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. Based on current salary at the time of increase

**Section 19.03** Salary Increases

Members will be eligible to receive salary increases as outlined under forthcoming USNH/UNH salary increase guidelines for non-unionized staff in FY'10, FY'11, FY'12 based on current salary regardless of base pay.

**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 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 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.
- (B) 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) Ten (10) years as a full-time certified USNH Police Officer, or
- (B) Five (5) 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** 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 tenth (10<sup>th</sup>) 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:  
  
Members starting between 9:00 pm to 7:00 am seven days a week will receive an increase of \$1.50 per hour in addition to the base hourly rate through the end of their assigned shift.
- Section 20.03** The shift payment rate for the entire shift is determined by the beginning time of the shift.

**Article 21-A**  
**OVERTIME**

**Overtime Pay:** Time worked, by members, either in excess of 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.

**Assignment of Overtime:** The Chief of Police or his/her 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.

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 in excess of 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 and 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**  
**CUTAILED OPERATIONS**

Members shall be designated as "priority personnel" for the purposes of curtailed operations and shall be paid at the regular rate of pay for time worked during curtailed operations.

**Article 21-G**  
**HOLIDAYS AND HOLIDAY PAY**

**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) and all other shift hours worked shall be paid at regular rate. In addition to their paid holiday leave.

**Pay for forced Holiday Leave:** If a member who is regularly scheduled to work a designated holiday is scheduled off by management. The member will be paid holiday leave for the first eight hours (8) and all remaining scheduled shift hours shall be paid at regular rate.

**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; Memorial Day; Independence Day; Thanksgiving Day and Christmas Day.

The Union and University agree that Thanksgiving Eve Day, Christmas Eve Day and New Years Eve Day shall be substituted for Labor Day, Veterans Day and Martin Luther King 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.

**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 contract, one year of employment will equal 12 consecutive months of employment from date of hire in a UNH status position.

- 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.
- There is no maximum accumulation of Earned Time.

**Usage of Earned Time**

Years of Employment		Rate Earned Per Hour	Approx. Days Per Month	Approx Days Accrual Per Year	Approx Minimum Usage hours per Year @ 45%	*Maximum Usage hours for Vacation	**Maximum Usage hours for Sick/Other
At Least	Up To						
Hire Date	6	0.092	2	24	86.0	112	80
6	12	0.111	2.416	29	104.0	153	80
12	18	0.13	2.833	34	122.0	168	80
18 and Over		0.149	3.25	39	140.0	192	80

\* Any additional Earned Time leave request above maximum usage requires special written exception by the Operations Division Commander or his/her designee.

\*\* Sick/other leave may be used for illness, military leave, jury duty and witness leave, and bereavement leave.

A member must submit a leave request form for pre-planned leave or when the member returns to duty from unscheduled leave. For unscheduled leave, the leave request form must be submitted prior to the end of the first day back to work.

Minimum Usage: Minimum usage is the amount of Earned Time a member is required to use in a Fiscal Year. It is calculated at 45% of Earned Time accrued during the Fiscal Year and must be used prior to the end of the Fiscal Year. If the minimum usage requirement has not been met by June 30, remaining minimum usage hours will be subtracted from the 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.

Members with less than six months of service are exempt from minimum usage requirements.

**Taking of Earned Time:**

Earned Time leave will not be granted:

- During the member's Police Recruit Academy Training and Field Training Programs.
- During Freshman and Upper Classman move-in days, Friday and Saturday of Homecoming and Graduation day.
- From freshman move-in day through the Saturday of Homecoming.
- In emergency cases, the Operations Division Commander or his/her designee may approve a member to take earned time if authorizing the leave will not adversely impact the providing of public safety services to the University.

**Fall, Winter and Spring Semester**

From the Sunday after Homecoming Day through the Friday residence hall close for the summer break. Earned Time taken up to twenty hours (20) must be requested and approved at least three days (3) prior to the first day of leave requested.

Earned Time requested over twenty hours must be requested fourteen (14) days prior to the first day of the leave requested.

In extreme cases, the Operations Division Commander or his/her designee may approve a member to take immediate earned time of no more than four hours (4) if authorizing the leave will not adversely impact the providing of public safety services to the University.

## **Summer Semester**

From the Sunday after Graduation Day through the Friday of the week prior to freshman move-in day. Earned time taken up to twenty hours (20) must be requested and approved at least (1) day prior to the start of the first day of the leave request.

Earned Time requested over twenty hours (20) must be requested seven days (7) prior to the first day of the leave requested.

In extreme cases, the Operations Division Commander or his/her designee may approve a member to take immediate earned time of no more than four hours (4), if authorizing the leave will not adversely impact the providing of public safety services to the University.

## **Process to request leave**

The leave request will be in writing and completed by the member on a department supplied form. The form shall be submitted to the Operations Division Commander or his/her designee for purposes of approval and if approved, scheduling.

The Operations Division Commander or his/her designee must approve or deny the requested leave within ten days (10) of receiving it in hand. If the Operation's Division Commander or his/her designee denies the leave request. The member can appeal the decision to the Chief of Police. All planned absences must be mutually agreed upon by the member and the Operations Division Commander or his/her designee. No member will take leave unless they have received signed written approval.

**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).

## **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 October 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 October.

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 Operations Division Commander 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. The value of longevity is not calculated in the payment of Earned Time. 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.* The Teamster's Health and Welfare Plan, and USNH 403 (b) Retirement Plan are effective on the first day of the month following initial date of hire into the bargaining unit. Life Insurance for Police and Public Safety Officers Killed in the Line of Duty is effective upon date of hire. 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.*

The Teamster's Health and Welfare plan includes HMO medical, dental, vision, life and accidental death and dismemberment insurance.

For calendar year 2010, the following is the employer monthly contribution:

Single Person	\$488.00
Two Person	\$944.00
Family	\$1244.00

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, 2011, the employer monthly contribution for the Teamster's Health and Welfare Plan shall increase by 2.5%, as outlined below.

Single Person	\$500.00
Two Person	\$968.00
Family	\$1275.00

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, 2012, the employer monthly contribution for the Teamster's Health and Welfare Plan shall increase by 2.5%, as outlined below.

Single Person	\$513.00
Two Person	\$992.00
Family	\$1307.00

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.

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 1/26<sup>th</sup> of \$550 each pay check.

Members shall have the opportunity in the fall of 2009 to enroll (with a January 1, 2010 effective date) 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 enrollment opportunity will occur annually.

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 1<sup>st</sup> of the following year.

**Section 24.04** Members shall be enrolled in USNH's 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** **Life Insurance for Police and Public Safety Officers Killed in the Line of Duty**

- (A) Description. If a USNH police or public safety officer dies while in the line of duty, a \$100,000 death benefit will be paid to the beneficiary designated by the employee. If there is no designated beneficiary at the time of the employee's death for any amounts of benefits payable because of death, that amount will be paid to the employee's estate.
- (B) "Police officer" shall include all status USNH employees classified as Public Safety Officers I, II, III, IV, V or VI as well as Police Captains, Police Lieutenants and Directors/Assistant Directors of Campus Safety and Security.
- (C) Eligibility. This benefit shall be paid in addition to any other benefits (such as Life Insurance and AD&D) the employee elected and enrolled in at USNH including any life insurance benefits provided by collective bargaining contract.
- (D) Enrollment in this benefit is automatic and does not require an employee contribution to the benefit.

**Section 24.06** The University shall be free, in its discretion, to offer new plans for police officers to select in addition to those described above.

**Section 24.07** 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 as 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 1<sup>st</sup> day of July, 1 2009 through and including the 30<sup>th</sup> day of June, 2012 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.

Memorandum

**DUMONT, MORRIS AND BURKE, PC**  
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To: Newton H. Kershaw, Esq.  
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Cc: NNEBT Managers  
Catherine Lavigne  
Christina Kosha  
Marcia MacGregor  
Dan Sullivan  
(Via email)

From: Gabe Dumont, Esq.  
NNEBT, Fund Counsel

Date: September 23, 2009

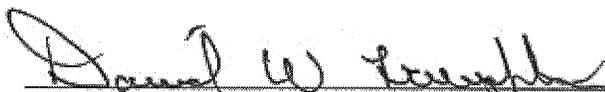
Subject: **University of New Hampshire  
Coverage for Same Sex Spouses by NNEBT**

This memo will confirm that the health and welfare plan being provided by Northern New England Benefit Trust to UNH employees who are represented by Teamsters Local 633 will be interpreted as extending coverage to same sex spouses who are lawfully married.

I understand that this will allow the University to comply with both New Hampshire statutory law and its internal University policies.

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 November, 2009.

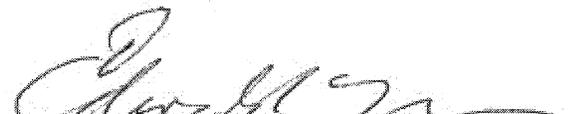
**For Chauffeurs, Teamsters & Helpers Local Union 633:**

  
\_\_\_\_\_  
David W. Laughton, Secretary/Treasurer

  
\_\_\_\_\_  
Richard J. Laughton, Jr., Organizer

**For the University of New Hampshire:**

  
\_\_\_\_\_  
Edward C. Dupont, Chair, Board of Trustees

  
\_\_\_\_\_  
Edward R. MacKay, Chancellor, USNH

  
\_\_\_\_\_  
Mark Huddleston, President, UNH

**Bargaining Team Members**

- Sharon Demers, Chief Negotiator  
Assistant Vice President – Human Resources, UNH
- Paul Dean  
Deputy Chief of Police, UNH
- Charles T. Putnam  
USNH Special Counsel