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

October 21, 2022 - June 30, 2027

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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 Ill), Police Sergeants, (Public Safety Officer VI), Security Supervisor, (Public Safety Supervisor Ill) 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. 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.

(C) 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.

(D) Nothing in the preceding paragraph obligates UNH or USNH to re-hire any member who voluntarily resigns or waves any part of the hiring process.

Section 2.07 The term "Chief of Police" or "Chief' as used in this agreement also refers to the Assistant Vice President, Public Safety and Risk Management.

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 every year of this agreement, this committee shall meet no less than once a quarter, beginning with the quarter after ratification.

(A) Prior to the conclusion of any meeting, the committee shall discuss and attempt to 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

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

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 CHECKOFF & 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. This payment may be made in full or over a set period of time, as long as the schedule of payment has been agreed upon by the member and UNH Business Services.

(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 6.01above 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 their 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. A member who successfully completes the introductory period shall then be credited with seniority back to their 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) During the introductory period the Chief retains the right to assign the introductory member to shifts as deemed appropriate.

(B) 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 an introductory period of not less than six months.

Article 8

OUT OF CLASSIFICATION ASSIGNMENTS

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

Article 9

SPECIALIZED POSITION ASSIGNMENT

The parties agree to abide by the standard operating procedure(s) set forth in the 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 Operations Division Commander 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 Operations Division Commander 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 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 m y appeal the grievance in writing to the President or President's designee within ten (10) working days after receipt of the notification provided in Step 2. The President or President's 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 President's 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 President's 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 LINH 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://www.usnh.edu/policy/usa/v-personnel-policies

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 Chiefs 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 $500 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 prorated 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 12:01a.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 a minimum eight (8) hour shift and no more than twelve (12) hour shift.

Section 16.03 The Chief or Chiefs 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 three times a year.

(A) Fall shift shall start in August on the Saturday prior to school opening.

(B) Spring shift shall start in January on the first Saturday after New Year's Day.

(C) Summer shift shall start on the Saturday of University Commencement.

Section 16.05 A bidding system based upon seniority shall be used for making shift assignments.

Section 16.06 Schedule assignments shall be posted no less than thirty (30) days prior to the scheduled shift change.

Section 16.07 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 or Chief's Designee.

(A) 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.

(B) Substitutions are strictly voluntary, and the member must feel comfortable accepting or declining an invitation to substitute.

(C) 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.

(D) The employer has a right to approve shift substitutions and is entitled to know about proposed substitutions before the work is done.

(E) Special Events/Details and overtime shifts will not be substituted between members.

(F) 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.

(G) Approval of substitution of shifts shall not be unreasonably withheld.

(H) No additional cost to the Department shall result from this practice.

(I) No member shall be allowed, except in cases of emergencies as determined by the Chief or Chiefs 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:

USY.V.F Compensation:

Authority 1.1-1.5.4
Job Evaluation 2.1- 2.3.1
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- 7.2.3; 7.2.4 - 7.3.1.1
Delay of Increases 9.9 - 9.9.4
Pay Distribution 10-10.1; 10.1.2; 10.2-10.2.1; 10.3 -10.7

Section 19.02 Initial Starting Salary

(A) The starting salary for a newly hired Public Safety Officer V with NH police experience and who is currently or was previously a full-time certified Police Officer in the state of New Hampshire will be the wage scale level that reflects the number of years of NH police officer experience to a maximum of level 8 of Appendix A. Each level of the wage scale is reflective of the number of years of experience as defined in this section.

Section 19.03 Salary Increases

Attached as Appendix A is the wage scales for Public Safety Officers effective the first pay period following the execution of the contract. Following the initial 2023-2024 scale. Each successive year the wage scales will increase on July 1st as follows:

2025 2%
2026 2%
2027 2%

(A) To receive an increase in pay, i.e., move to the next higher level of the wage scale, members must be in good standing with the University of New Hampshire and have documented satisfactory job performance at the time it is awarded.

(B) Current members are placed in the wage scale relative to their years of certified NH Public Safety Officer experience. Members not in an introductory period move to the next level of the wage scale on July 1 of each of the following years of the contract provided the officer meets the requirements of 19.03 (A).

(C) A new Public Safety Officer V moves to the next level on the anniversary date of their hire, provided all of the following have been met: successful completion of the New Hampshire Full Time Police Academy and Police Department mandatory field training program as determined by the Chief; successful completion of the one year introductory period; and documented satisfactory performance at three (3), six (6), nine (9) and twelve (12) months. Thereafter movement to the next level of the wage scale will occur on July 1 following no less than eleven (11) months from the date assigned level 1 wages, provided the officer meets the requirements of 19.03 (A).

(D) Newly hired Public Safety Officer V with experience as described in 19.02 (B) will move to the next level of the wage scale on each July 1 of the contract but no sooner than eleven (11) months from their date of hire, provided the officer meets the requirements of 19.03 (A).

Section 19.04 Performance Bonus

At the discretion of the Chief and based on budget availability, performance bonuses may be awarded in compliance with UNH policy UNH.V.F. 7.1.8; 7.2; 7.5.6- 7.5.6.4.

Section 19.05 Extraordinary Salary Increases

Nothing in this agreement shalt 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.

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:

Second shift: work commencing any time at/or after 2:00 p.m. or before 7:59 p.m. – increase of $1.00 dollar/hour over base pay.

Third Shift: work commencing any time at/or after 8:00 p.m. or before 3:59 a.m. – increase of $1.50 dollar/hour over base pay.

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

Article 21-A

OVERTIME

(A) 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.

(B) 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.

a. Assignment of Overtime: The Chief or Chiefs 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 or Chiefs Designee shall seek volunteers among the department police officers and select an appropriate number.
b. If no police officer chooses to take the assignment under the above Section, the Chief or Chiefs 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.
c. 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.
d. No member shall be allowed, except in cases of emergencies as determined by the Chief or Chiefs Designee, to work two (2) consecutive, full ten (10) hour work shifts.
e. Nothing in this agreement shall be construed to limit the Chief or Chiefs Designee's right to assign work to members, including shift assignments.

Article 21-B

COMPENSATORY TIME

(A) 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.

(B) Agreement: Compensatory time must be the result of a mutual agreement between the member and the Chief or Chiefs Designee in writing prior to the performance of the work without any coercion or pressure by the supervisor to take compensatory time instead of pay.

(C) 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.

(D) 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.

(E) Records: Unless otherwise specified by the institution, the Chief or Chiefs Designee is responsible for maintaining records. Records of compensatory time must be maintained and preserved to include:

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

Article 21-C

CALLBACK PAY

(A) 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.

(B) 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.

(C) Exception: If a member is requested to begin work early at a time that precedes but coincides with the start of the member's 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

(A) 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 the member's duties will first report to work. The member will then be compensated at their 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.

(B) 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.

(C) In the case of paragraph (B), the Chief or Chief's Designee may require a member to report for duty and serve out the remaining hours the member is being compensated for.

Article 21-E

ON-CALL STATUS

(A) 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.

(B) 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.

(C) 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 the member's base hourly rate for the time actually worked plus overtime when appropriate with a guaranteed minimum of three hours. Stand-by compensation will also be included.

Article 21·F

CURTAILED 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

(A) 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 in that shift, in addition to their paid holiday leave.

(B) 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 scheduled shift hours.

(C) 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; Juneteenth; Independence Day; Thanksgiving Day and Christmas Day.

(D) The Union and University agree that Thanksgiving Eve Day, Christmas Eve Day and New Year's Eve Day shall be substituted for labor Day, Veterans Day and Martin Luther King Day.

(E) Three additional days are designated as holidays to be determined each calendar year by the University.

(F) 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 Bargaining Unit agrees that in a traditional State/County/ or Municipal government environment, police details are almost exclusively done through third-party vendors with very limited impact to department budgets. The University System of New Hampshire and its campuses are a business, with defined yearly budgetary constraints. The majority of police detail requests originate from campus, and police detail costs should not be a barrier to campus colleges, departments, groups, organizations, or programs from providing a safe campus event or program.

Employees may work approved "special details" during off-duty hours in accordance with Division policy.

22.1 The University System of New Hampshire details are public third (3rd) party vendors using public funds or internal campus community public funds.

22.1.1 The Chief of Police, or their designee, determines if a campus request for departmental support requires a detail.

22.1.2 The Chief of Police, or their designee, determines if the department will participate in any off campus request for department detail support.

22.1.3 Campus detail requests, Garrison and Main traffic overtime shifts, grant funded overtime shifts, and vacant patrol shifts must be filled prior to any Federal/State/County or Municipal police organization detail requests are filled.

22.1.4 The Chief of Police may declare any campus event a public safety or public health emergency requiring mandatory attendance.

22.2 Detail requests shall be posted for signup unless, one or more of the exceptions listed below exists. Bargaining unit members will be selected first before other sworn staff.

22.2.1 Once selected, the bargaining unit member must work the detail.

22.2.2 Detail post assignments, vehicle assignments, uniform or any other logistical need for the detail will be determined by the Chief of Police or their designee.

22.2.3 Bargaining unit members shall not give away their assigned detail to any sworn staff member without written permission of the Chief of Police or their designee.

22.2.4 Bargaining unit members must complete all reports, payroll entries, and required department forms prior to securing from the detail and leaving the building.

22.2.5 Being late or missing an assigned detail will result in forfeiture of detail selection for ten (10) consecutive days for the first (1st) offense, thirty (30) consecutive days for the second (2nd) offense, ninety (90) consecutive days for the third (3rd) offense and one (1) year from the date of the fourth (4th) offense.

22.2.6 Exceptions:

22.2.6.1 Detail requests received from campus colleges, departments, groups, organizations with twenty-four (24) hours or less notice will be sent to all sworn staff and selection will be on a first come first serve basis.

22.2.6.2 Detail selection will not conflict with employment schedules, training, hearings, court appearances or any other article in the bargaining unit contract.

22.2.6.3 The Chief of Police or their designee reserves the right to assign a supervisor to any police detail in addition, or in lieu of a bargaining unit member, if they deem it necessary for public safety, risk management, or liability to the University System of New Hampshire.

22.2.6.4 The Chief of Police or their designee reserve the right to assign any sworn staff member to any detail that requires specialized training, education, or experience they deem necessary for public safety, risk management, or liability to the University System of New Hampshire. The department will provide professional development training opportunities to bargaining unit members within fiscal and scheduling constraints.

22.2.6.5 Detail requests from Federal/State/County/ or Municipal police organizations have their own policies and timetables to fill an open police detail in their jurisdiction. The department does not control the off-campus department request process and therefore, detail requests will be sent out to all sworn staff and selection will be on a first come first service basis.

22.2.6.5.1 All related third (3^{rd}) party vendor paperwork must be turned in to the Chief of Police or their designee immediately after the detail is finished for payroll and billing.

22.3 Police Detail Compensation Hours

22.3.1 Detail requests will be compensated on the basis of four (4) hour minimum unless the police detail request is cancelled twelve (12) hours or more before the detail reporting time.

22.3.2 If the initial request for a detail is less than eight (8) hours and the Chief of Police or their designee determine the detail needs to be split for compliance with other areas of this contract, or the well-being of any bargaining unit or department member, the bargaining unit member or sworn staff member who signed up on the posting will only be compensated the remaining hours left.

22.4 Police Detail Compensation

22.4.1 Bargaining unit employees shall be compensated at fifty-five dollars ($55) per hour.

There will be no additional compensation for Police Details where alcohol is possessed, sold, given away, consumed, or manufactured

Article 23 LEAVE

Paid Time Off (effective 1/1/2023 or when Administratively Feasible)

1. All bargaining unit employees are eligible for Paid Time Off, includes Personal Time, Sick Time, Family Care and Parental Leave in accordance with USY V.A.4.9

2. Paid Time off is taken at a time mutually agreeable to the bargaining unit employee and the supervisor.

   Use of Paid Time Off hours must be submitted at least fourteen (14) calendar days in advance of the planned leave and approved by the Chief or Chief's Designee. Leave usage will not be approved if it will adversely impact the ability to provide public safety services to the University. Decision by the Chief or the Chief's Designee to approve or deny a leave request is final.

   2.1. Paid Time Off leave will not be granted:

      2.1.1. During the members' Police Recruit Academy Training and Field Training Programs.
      2.1.2. During Freshman and Upper Classman move in days. Friday and Saturday of Homecoming, Friday and Saturday of Halloween, May 5th, and Graduation day.
      2.1.3. In cases of emergency, the Chief or the Chief's Designee may approve a member to take paid time off if authorizing the leave will not adversely impact the providing of public safety services to the University. The Chief or Chief's Designee may also make exceptions to mandatory staffing on the above listed days dependent upon weather, political/social climate, or any other outside factor that may affect the staffing needs of this department.

   2.2. Call Outs. Any unplanned absence (call out) beyond five (5) events in a fiscal year will require a member to provide a medical note supporting the need for the absence be presented to the Chief or the Chief's Designee upon return to work. Call outs beyond five (5) days where a medical note is not provided will be subject to the disciplinary process.

      2.2.1. Members who call out sick from their scheduled work assignment must call at least four (4) hours prior to the start of their work assignment.

3. Conversion of Existing Sick Pool: Upon conversion to the U-Time benefits, when administratively feasible, members will retain all accrued leave and Earned Time. Sick Pool accruals will be converted into banked Earned Time. Three (3) hours of sick pool equals one (1) hour of Earned Time. At the time of conversion to U-Time, sick pool is no longer available. Earned Time banks will be paid out upon termination of employment.

Section 23.20 Long- Term Disability Leave

(A) All members enroll in the long-term disability plan with a 66 2/3% benefit and are eligible to apply for the benefit (see Section 24.04).

(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 23.21 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 23.22 Family and Medical Leave Act

(A) All members shall be eligible for F.M.L.A. benefits, as provided by applicable statues, 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 23.23 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 23.24 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 23.25 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 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 is effective on the first day of the month following initial date of hire into the bargaining unit provided enrollment is completed within the required timeframe. If the member does not meet the new hire enrollment deadlines, the member shall enroll during the next period of open enrollment for an effective date of January 1. The USNH 403(b) Retirement Plan is effective the first of the month following enrollment. 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 Earned Time.

Section 24.03 Health and Welfare Benefits.

The Teamster's Health and Welfare plan includes medical, dental, vision, life and accidental death and dismemberment insurance. The Plan shall be interpreted as extending coverage to same-sex partners who are lawfully married.

(A) For calendar year 2018, the following is the employer monthly contribution:

Single Person	$595.00
Two Person	$1150.00
Family	$1516.00

(B) 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 to a maximum total increase of no more than 6% (employer contribution plus employee contribution).

(C) The employer monthly contribution for the Teamster's Health and Welfare Plan shall increase by 2.5% on January 1 of each of the following calendar years beginning with 2019 as outlined below.

2019	Single Person	$610.00
	Two Person	$1,179.00
	Family	$1,554.00
2020	Single Person	$625.00
	Two Person	$1,208.00
	Family	$1,593.00
2021	Single Person	$641.00
	Two Person	$1,238.00
	Family	$1,633.00
2022	Single Person	$657.00
	Two Person	$1,269.00
	Family	$1,674.00

(D) 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 to a maximum total increase of no more than 6% (employer contribution plus employee contribution) for 2019 and 2020 and no more than 8% for 2021 and 2022.

(E) 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 paycheck.

(F) Members shall have the opportunity annually to enroll (with a January 1 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.

(G) Allegiant Care 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 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.

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 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, Ill, 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.

Section 24.08 Line of Duty Injury

(A) It is hereby acknowledged by the parties that UNH police officers are involved in hazardous employment that may place them in circumstances endangering their physical health and safety. Accordingly, the parties agree that UNH police officers shall receive additional compensation for certain injuries sustained in the line of duty.

(B) When a UNH police officer sustains an injury from a misdemeanor or felony committed by another and sustained in the course of duty, and where that injury results in temporary total disability as established under N.H. RSA 281-A:28, the officer shall be entitled to additional compensation as provided in section 24.0B(C) for a period of 52 weeks from the date of the injury until the officer returns to work, accepts a lump-sum settlement under RSA 281-A:37; or receives a permanency award under RSA 281-A:28-a or RSA 281-A-32, whichever occurs first.

(C) When a UNH police officer is absent from duty caused by injury as provided in section 24.08 (B), UNH shall pay the officer's average weekly wage, as of the date of injury. The average weekly wage shall be determined by reference to RSA 281-A:15, as amended, offset by all income the officer receives from Workers' Compensation or other disability benefits.

(D) When a UNH police officer is absent from duty caused by injury as provided in section 24.0B(B), the elimination period for Long Term Disability benefits as provided in section 23.28 will be 365 days.

Section 24.09 Retention Bonus

Employees shall receive such payments annually on the first pay period in May.

Years of Service	Payment
3-4	$250.00
5-9	$500.00
10-14	$625.00
15-19	$750.00
20-24	$875.00
25-29	$900.00
30+	$1,025.00

Retention Bonus will be considered income for tax purposes and shall be included in overtime and retirement calculations (as may be applicable).

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.

Section 25.02 Description. The University System of New Hampshire offers members the opportunity to participate in a 403(b) voluntary defined contribution retirement. The Summary of Plan Provisions describes plan information, including, but not limited to eligibility, enrollment, contribution levels, vesting (including breaks in service), beneficiaries, withdrawals, involuntary termination, additional retirement contributions, and annual limits. The Plan is subject to federal laws, such as the Internal Revenue Code (IRS) and other federal and state laws. The provisions of the Plan are subject to revision due to changes in laws or to pronouncement(s) by the IRS.

Section 25.03 Contributions. Both the University System and the participant contribute a fixed percentage of regular budgeted salary. Member contribution options are outlined in USNH policy USY.V.A.4.6. Plan participation and contributions, including changes in contribution level, begin the month following enrollment and/or change in the USNH Retirement Plan. Enrollment and other information is in the Retirement Summary Plan Provisions.

Section 25.04 Benefits Following Retirement

Normal Retirement Age. USNH considers age 65 as the "normal retirement age" in accordance with the retention of this age by the Social Security Administration as the age for retirement. Its only purpose is to provide a reference point for members in their retirement considerations.

Members may be considered to be "retirees" as defined in USNH employment policy (USY V.C.9.2). Members retiring at age 60 or older with three years of such service will be considered a "retiree". For members retiring under the USNH Police Officers Retirement Plan (age 45 - 62 with 20 years of service as a full-time certified law enforcement officer), rates may differ from active USNH employees.

Section 25.05 Medical Coverage for Retirees Age 62 through age 65 and for Full-time Certified Police Officers.

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

(B) In order to maintain medical coverage per University System guidelines, effective 1/1/06, retiring members will pay the same premium contributions as active employees up to a maximum period of three years.

(C) Coverage for Spouse and/or dependent coverage. The member must be covering a spouse and/or dependents under their medical plan at retirement in order for them to be eligible for continued coverage. Coverage for family members ends on the same date as coverage for an employee ends. (See USY V.A.7.5 and USY V.A.7.6.)

(D) USNH police officers may be eligible for medical coverage between the ages of 45 and 62 as defined and approved by the Board of Trustees. Officers retiring at age 62 or after will be eligible to select either the same medical plan, coverage and contributions as all other employees retiring at age 62 or later, or the USNH police officer medical retirement plan.

(E) Medical Coverage for Retirees Over Age 65 with the Additional Retiree Contribution (ARC). The ARC contribution was implemented to provide funds for retirees to purchase a medical plan to supplement Medicare, which takes affect the first of the month in which a retiree attains age 65. There is no option for USNH medical coverage for members under ARC, except for those subject to COBRA provisions.

Article 26

LAYOFF

Section 26.01 Unless otherwise qualified by this agreement members are subject to USNH policies relative to layoff. The parties further acknowledge that under Article 31, Management Rights and Article 29, Effect of Agreement, the 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/EQUAL EMPLOYMENT OPPORTUNITY

Section 27.01 Neither the University nor the Union will discriminate against employees on any employment matter, including recruitment and selection, on the basis of race, color, religion, age, national origin, sex, sexual orientation, gender identity or expression, physical or mental 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.

Section 27.03 In compliance with the Genetic Information Nondiscrimination Act (GINA) of 2008, applicants and employees are protected from discrimination in employment based on genetic information. Genetic information includes information about genetic tests of applicants, employees, and/or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members. Under GINA regulations, acquisition of genetic information is restricted, and disclosure of genetic information is strictly limited.

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 29.01 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 29.02 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 30.01 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 mater at issue or ay administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto.

Section 30.02 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, workdays, 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 workforce 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 21st day of October 2022 through and including June 30, 2027 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 has 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 October 2022.

For Chauffeurs, Teamsters & Helpers Local Union 633:

By: DocuSigned by: Jeffrey Padellaro
Jeffrey Padellaro
Principal Officer
Teamsters, Local 633

By: DocuSigned by: William Cahill
William R. Cahill, Jr., Esq
Business Agent
Teamsters. Local 633

By: DocuSigned by:
Callum Cochran
Public Safety Officer V
Teamsters, Local 633 – UNH Bargaining Team

By: DocuSigned by: Michael Lebreque
Michael Lebreque
Public Safety Officer V
Teamsters, Local 633 - UNH Bargaining Team

For the University of New Hampshire:

By:
James Dean,
Chancellor, USNH & President
University of New Hampshire

By:
Matthew Newland
Chief Negotiator
University System of New Hampshire

Vicki Wijeyesinghe
HR Partner
University of New Hampshire

APPENDIX A-Wage Scales

Level	FY2022		FY2023		FY2024		FY2025		FY2026		FY2027	
	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
1	$26.57	$55,265.60	$28.02	$58,275.60	$28.58	$59,441.11	$29.15	$60,629.93	$29.73	$61,842.53	$30.33	$63,079.38
2	$26.83	$55,806.40	$28.44	$59,149.73	$29.01	$60,332.73	$29.59	$61,539.38	$30.18	$62,770.17	$30.78	$64,025.57
3	$27.23	$56,638.40	$28.86	$60,036.98	$29.44	$61,237.72	$30.03	$62,462.47	$30.63	$63,711.72	$31.24	$64,985.95
4	$27.64	$57,491.20	$29.30	$60,937.53	$29.88	$62,156.29	$30.48	$63,399.41	$31.09	$64,667.40	$31.71	$65,960.74
5	$28.06	$58,364.80	$30.47	$63,375.03	$31.08	$64,642.54	$31.70	$65,935.39	$32.33	$67,254.10	$32.98	$68,599.17
6	$28.48	$59,238.40	$30.93	$64,325.66	$31.54	$65,612.18	$32.18	$66,924.42	$32.82	$68,262.91	$33.48	$69,628.16
7	$28.91	$60,132.80	$31.39	$65,290.54	$32.02	$66,596.36	$32.66	$67,928.29	$33.31	$69,286.85	$33.98	$70,672.58
8	$29.34	$61,027.20	$31.86	$66,269.90	$32.50	$67,595.31	$33.15	$68,947.21	$33.81	$70,326.15	$34.49	$71,732.67
9	$29.78	$61,942.40	$32.34	$67,263.95	$32.99	$68,609.24	$33.64	$69,981.42	$34.32	$71,381.04	$35.00	$72,808.66
10	$30.23	$62,878.40	$33.63	$69,954.51	$34.30	$71,353.61	$34.99	$72,780.68	$35.69	$74,236.28	$36.40	$75,721.01
11	$30.68	$63,814.40	$34.14	$71,003.83	$34.82	$72,423.91	$35.52	$73,872.39	$36.23	$75,349.82	$36.95	$76,856.83
12	$31.14	$64,771.20	$34.65	$72,068.89	$35.34	$73,510.27	$36.05	$74,980.48	$36.77	$76,480.07	$37.50	$78,009.68