

Agreement

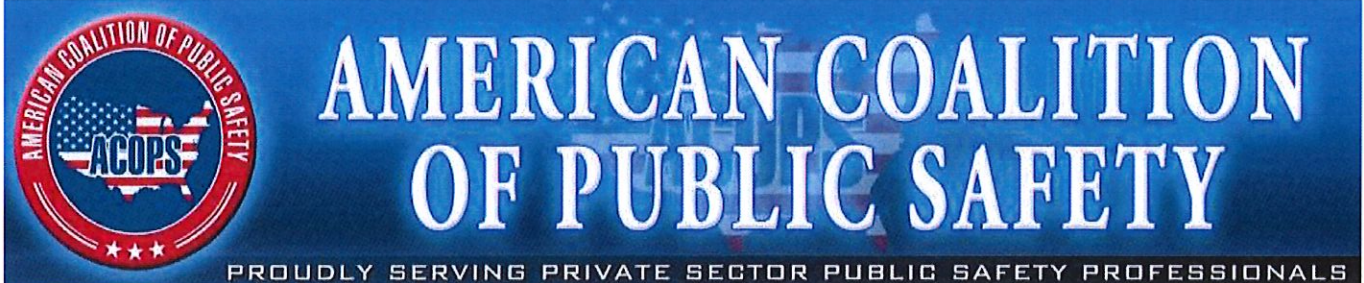
between



University of New Haven
West Haven, Connecticut

and

LOCAL 16



2022

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PREAMBLE

THIS AGREEMENT, by and between the UNIVERSITY OF NEW HAVEN, herein called the "University," and the AMERICAN COALITION OF PUBLIC SAFETY, LOCAL 16, herein called the "Union."

WHEREAS, the University provides educational and related services to its students; and

WHEREAS, the University is further responsible for the safety and security of its students, and for the safety and security of all others utilizing its facilities; and

WHEREAS, the Union recognizes that the University's responsibilities towards its constituents shall be paramount at all times, and that the University shall discharge its obligations under this Agreement in the context of those responsibilities; and

WHEREAS, consistent with the foregoing provisions, the purpose of this Agreement is to set forth terms and conditions of employment, to promote peaceful relations between the University, the Union, and the employees in the bargaining unit represented by the Union through the prompt adjustment of disputes, and to make clear the basic provisions upon which such relations depend.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: RECOGNITION

The University recognizes the Union as the exclusive representative for the purpose of collective bargaining for the following employees consistent with the certification of the National Labor Relations Board in Case No. 34-RC-077428, as follows:

All full-time and regular part-time Patrolmen, Police Officers, Sergeants, and Dispatchers employed by the Employer at its West Haven, Connecticut facility; but excluding all other employees, Chief of Police, Assistant Chief of Police, office clerical employees, and professional employees and supervisors as defined by the National Labor Relations Act, as amended.

Employees covered by this Agreement are only those included in the above defined unit, and the term "employees," whenever used in this Agreement, will be so interpreted.

ARTICLE 2: MANAGEMENT RIGHTS

All management functions, responsibilities, and rights, which the University has not expressly modified or restricted by a specific provision of this Agreement, are retained, and vested exclusively in the University. More specifically, the University reserves the right in accordance with its sole and exclusive judgment and discretion to manage the business and affairs of the University and to establish and administer policies and procedures related to all operations and services of the University; to hire, promote, demote, furlough, layoff and recall employees; to reprimand, suspend, discharge or otherwise discipline employees; to transfer and reassign employees from one job to another within the bargaining

unit; to determine the size and composition of the work force, the number of employees, the duties to be performed, and the qualifications required; to create and revise existing and new job descriptions after discussion with the Union; to determine employee competency; to direct employees; to determine staffing levels and to schedule and assign work; to determine hours of operation; to set starting and quitting times and the number of hours and shifts to be worked; to maintain the efficiency of operations; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to subcontract work; to control and regulate the use of facilities, equipment, supplies, and other property of the University; to sell, lease, or otherwise dispose of any of its facilities and/or equipment; to extend, limit, curtail or close its operations; to determine the number, location and operation of divisions, departments and all other units of the University; to determine and to make or change University rules, regulations, policies and practices not inconsistent with the terms of this Agreement; to take such actions as are necessary and appropriate in emergency situations regardless of prior commitments in order to carry out the responsibilities of the University with respect to the community; and generally to manage the University and attain and maintain full operating efficiency, except as expressly modified or restricted by a specific provisions of this Agreement. The enumeration of certain management prerogatives listed above shall not be deemed to exclude other management rights not specifically enumerated above, whether exercised or not, and it is specifically agreed that all of the rights, powers, or authority vested in the University prior to the designation of the Union as the representative of the employees covered herein are retained by the University, whether exercised or not, except those specifically modified by the express terms of this Agreement.

ARTICLE 3: UNION SECURITY AND DUES DEDUCTION

A. All present employees who are members of the Union on the date of the execution of this Agreement shall remain members of the Union in good standing, to the extent of paying periodic dues or fees uniformly required, or an agency fee equal thereto, as a condition of employment. All present employees who are not members of the Union and all employees hired after the date of the execution of this Agreement shall become and remain members in good standing, to the extent of paying periodic dues or fees uniformly required, or an agency fee equal thereto, as a condition of employment, on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is later. The failure of any such person to become a member of the Union at the required times, or the failure of any such person to maintain Union membership in good standing to the extent of paying the periodic dues or fees uniformly required, or an agency fee equal thereto, shall obligate the University, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. All such dues, fees, and notices shall be established in accordance with law.

B. The University agrees to deduct from the pay of all employees covered by Section A of this Article the periodic dues and fees of the Union and agrees to remit to said Union all such deductions monthly. No such deduction shall be made unless the University is furnished a written authorization to do so by the employee. No deduction shall be made which is prohibited by applicable law.

C. The Union agrees to indemnify and hold harmless the University from any and all claims of any kind or nature made against it for any reason by an employee, or group of employees, because of action taken by the University under the provisions of this Article.

ARTICLE 4: STRIKES AND LOCKOUTS

A. In consideration of the University's commitment in Section B below, the Union, its officers, agents, representatives, members, and all employees represented by the Union, shall not, for any reason, either directly or indirectly, instigate, authorize, promote, cause, participate in, ratify, or condone any strike, sympathy strike, slowdown, sickout, work stoppage, picketing, leafleting, or any other interferences with or interruption of work during the term of this Agreement. A refusal by an employee or employees during the term of this Agreement to cross a picket line at the University established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of this Section.

B. In consideration of the Union's commitment in Section A above, the University shall not institute, declare or cause, or attempt to institute, declare, or cause, any lock-out during the term of this Agreement.

C. In the event of an alleged violation of Section A or B, the party aggrieved may institute expedited arbitration proceedings regarding such alleged violation by delivering written or facsimile notice thereof to the other party and to the American Arbitration Association. Immediately upon receipt of such written or facsimile notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give facsimile notice thereof, and hold the hearing within twenty-four (24) hours after their appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared paid by the party invoking arbitration. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section A or B has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining, or mitigating such violation. If the arbitrator finds that a violation of Section A or B is occurring or has occurred, the arbitrator shall issue a cease-and-desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the University and the Union.

D. In the event of an alleged violation of Section A or B, the party aggrieved may immediately apply to the United States District Court for the District of Connecticut for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

E. In addition to any other remedy set forth in this Article, either party, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other for damages suffered as a result of a violation of this Article. The remedies set forth in this Article are not exclusive, and either party may pursue whatever other remedies are available to it at law or equity.

F. In addition to the above, an employee or group of employees who violate the provisions of Section A or Section B, or who individually or in concert refuse to cross a picket line at the University established by the Union or established by any other labor organization or established by any other group, shall be deemed to have quit their employment.

ARTICLE 5: SETTLEMENT OF GRIEVANCES

A. A “grievance” shall be defined as a dispute between the University and an employee or between the University and the Union, involving the interpretation or application of the specific provisions of this Agreement.

B. Any grievance arising between the University and an employee shall be settled in the following manner:

Step 1: The employee will present the grievance in writing to their immediate supervisor and, with a Steward present if requested, discuss it with the Chief of Police within seven (7) calendar days after the occurrence of the incident giving rise to the grievance.

Step 2: If a satisfactory settlement in Step 1 is not reached within seven (7) calendar days of this meeting, the employee, or the Steward, shall within five (5) calendar days thereafter submit the grievance in writing to the Associate Vice President of Public Safety and Administrative Services, or their designee, with a copy to the Assistant Director of Human Resources or their designee, on a form prescribed by the University. The Associate Vice President of Public Safety and Administrative Services, or their designee, shall discuss the grievance with the employee, and if the latter requests, with the employee’s Steward.

Step 3: If a satisfactory settlement in Step 2 is not reached within five (5) calendar days of this meeting, the employee shall within ten (10) calendar days thereafter submit the written grievance to the Executive Director, Human Resources, or their designee. The Executive Director, Human Resources will promptly discuss the grievance with the employee, and the employee’s Steward, if requested and will provide the employee, the Union Steward, if present, the University’s final answer within fourteen (14) calendar days of the Step 3 meeting.

C. If a satisfactory settlement is not reached in Step 3, the University or the Union may appeal the matter to arbitration within fourteen (14) calendar days of the receipt of the University’s final answer. If an appeal is not made within this time period, the matter will be considered permanently settled on the basis of the University’s final answer.

D. Arbitration shall be held pursuant to the rules of the American Arbitration Association. The parties shall share equally the Arbitrator’s fees and expenses. Each party shall bear the expense of its own witnesses and advocates.

E. The decision of the Arbitrator shall be final and binding on the parties, provided it is not contrary to law, and under no circumstances shall the Arbitrator have the authority to add to, subtract from, modify, or amend the provisions of this Agreement. The powers of the arbitrator are limited as follows: They shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth and issuing an award in accordance therewith; they shall have no authority to establish or change any wage or rate of pay; their award shall be in accordance with the laws of the State of Connecticut, and shall be based solely on the evidence and arguments presented to them by the parties; they shall not substitute their judgment for that of the University in the absence of a clear abuse of discretion; they shall not be empowered, and shall have no jurisdiction, to base an

award on any alleged practice or oral understanding which is not incorporated in writing in this Agreement; they shall have no authority to hear and decide more than one grievance without the mutual consent of the parties; and they shall have no jurisdiction to hear any grievance which is not filed or appealed in the manner specified in this Article and within the time limits of this Article.

F. A grievance may be started in writing at step 3 if it involves a suspension or a discharge.

G. Grievance meetings or discussions will be held at times which least interfere with efficient activities and work schedules.

H. Failure of the University representative to act within the specified time period will be deemed to be a denial of the grievance. Failure of a grievant or the Union to act within the specified time period shall be deemed to be a settlement of the grievance.

I. A representative of the Union, and a representative of the University's Human Resource Department, shall be entitled to participate at each step of the Grievance Procedure. The Union shall notify the Human Resources Department if a representative of the Union intends to be present at any step in advance of the step meeting.

ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

The provisions of this Agreement shall be applied by the University and the Union without discrimination, in accordance with Federal and State law, based on an individual's race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation or any other characteristic protected by law.

ARTICLE 7: DISCIPLINE AND DISCHARGE

The University retains the right to discharge or otherwise discipline non-probationary employees for just cause. The discipline or discharge of an employee who is in probationary status shall not constitute a violation of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union's President or their designee will be given a copy of all written warnings or notices of suspension or discharge within three business days. Upon written request by an employee, written warnings that are more than two years old shall be removed from an employee's file provided there has been no other discipline during that two-year period.

ARTICLE 8: PROBATIONARY PERIOD

Non-certified, entry-level police officers shall have a probationary period of one year; all other employees covered by this Agreement shall have a six-month probation period. An employee's probationary period may be extended for an additional one (1) month by agreement between the University and the Union. During their respective probationary periods, employees shall have no seniority rights and may be disciplined or discharged by the University and such action will not be subject to the grievance procedure.

ARTICLE 9: SENIORITY

A. The University will maintain seniority lists for all ranks and positions. Seniority shall be applicable only as expressly provided in this Agreement.

B. Types of Seniority.

1. An employee's "University Seniority" is defined as the employee's length of continuous service with the University without a break.

2. An employee's "Department Seniority" is defined as the employee's length of continuous service in the University's Police Department without a break.

3. An employee's "Classification Seniority" is defined as the employee's length of continuous service in the employee's current rank or position without a break, as the case may be. An employee shall not have Classification Seniority in more than one classification at any time.

C. The University shall supply the Union with a copy of any applicable seniority list upon written request from the Union, not more than once per calendar quarter. If the application of Section B above results in two or more employees having the same seniority date, the sum of the last four digits of each employee's Social Security number shall be used to break the tie, with the employee having the larger sum being deemed the more senior.

D. Loss of Seniority.

Notwithstanding any of the foregoing provisions of this Article all seniority rights and all other rights under this Agreement shall be lost if any of the following occur:

1. an employee quits of their own accord;
2. an employee is discharged;
3. failure while laid off to return to work within five (5) working days after notification by the University; it being expressly understood that it is the employee's duty and obligation to keep the University advised of their current address;
4. an employee is absent from the payroll due to layoff for twelve months or more;
5. an employee fails to return to work at the end of a leave of absence or sick leave;
6. an employee retires;
7. an employee, returning from military service, fails to apply for reemployment within the applicable limitations specified by Federal or State laws.

ARTICLE 10: VACANCIES AND SHIFT BIDS

- A. Management reserves the right to determine when to fill a vacancy in a classification.
- B. When a vacancy exists in a classification, employees within that classification shall first have the right to submit a bid for such vacancy. Vacancies shall be posted for a period of seven (7) calendar days and shall be awarded to the bidder with the greatest Classification Seniority, generally within 30 days from the closing date of the bids.
- C. When a vacancy exists in a classification and it is not filled by an employee within the classification as set forth in Section B, the vacancy shall be awarded to the most qualified bidder from a lower classification. In the event the qualifications of two or more bidders are relatively equal, the vacancy shall be awarded to the bidder with the greatest Department Seniority.
- D. In the event that a vacancy is not filled with an existing qualified employee in the classification, the University shall solicit external candidates.
- E. Uniformed officers (i.e., sergeants and patrolmen) shall have the opportunity to bid for shifts once every six months. Filling such assignments shall be determined by Classification Seniority.

ARTICLE 11: LAYOFFS

In the event the University determines that it is necessary to layoff employees during the term of this Agreement, employees will be laid off within the classification(s) affected in reverse order of Classification Seniority. Any employee so identified for layoff may elect to bump the least senior employee in a lower rated classification, measured by such employee's Classification Seniority in the lower rated classification, provided the bumping employee is qualified to perform the duties of the lower rated classification and has greater Department Seniority than the lower rated employee.

ARTICLE 12: HOURS OF WORK AND OVERTIME

- A. Work Week: The work week for payroll purposes shall commence at 11:00 p.m. on Sunday and end at 11:00 p.m. on the following Sunday.
- B. Patrol Division: The regular work schedule for full-time Patrolmen and Sergeants shall be a "5/2-4/2 cycle," meaning that such officers shall work 5 consecutive days, followed by 2 consecutive days off, followed by 4 consecutive days of work, followed by 2 consecutive days off. The cycle shall repeat itself every 13 days.
1. The three primary shifts are as follows:
 - Overnight Shift 11:00 p.m. to 7:00 a.m.
 - Day Shift 7:00 a.m. to 3:00 p.m.
 - Evening Shift 3:00 p.m. to 11:00 p.m.

2. The University shall have the option of utilizing a fourth shift from 7:00 p.m. to 3:00 a.m., which shall revert to 3:00 p.m. to 11:00 p.m.
3. The manning of all shifts (i.e., the number of Patrolmen and Sergeants assigned to each shift) is at the discretion of the Chief of Police.
4. There shall be a 15-minute preparatory period prior to the beginning of each shift.

C. Dispatchers: The regular work week for full-time dispatchers shall be 40 hours per week in accordance with the following shifts:

1. Overnight Shift: 11:00 p.m. to 7:00 a.m. (Fridays and Saturdays off)
2. Day Shift: 7:00 a.m. to 3:00 p.m. (Tuesdays and Wednesdays off)
3. Evening Shift: 3:00 p.m. to 11:00 p.m. (Sundays and Mondays off)
4. Relief: 3:00 p.m. to 11:00 p.m. (Monday)
7:00 a.m. to 3 p.m. (Tuesday)
11:00 p.m. to 7:00 a.m. (Friday)
11:00 p.m. to 7:00 a.m. (Saturday)
3 p.m. to 11:00 p.m. (Sunday)
Off Wednesday and Thursday

The schedule for part-time dispatchers shall generally be 24 hours per week and shall be based on the needs of the Department, provided that a part-time dispatcher shall be given 10 days' notice of any change in schedule.

D. Overtime:

1. Employees shall be paid at 1 and ½ times their regular rate for hours worked in excess of 40 hours per week or 8 hours per day. There shall be no pyramiding of overtime. For purposes of this provision, hours worked shall include hours paid for holidays and vacation time.
2. The University and the Union will work cooperatively to develop a system for the equitable distribution of overtime.

E. Shift Differentials: The following shift differentials shall apply to Patrol Officers, Sergeants, and Dispatchers:

Evening Shift (3:00 PM – 11:00 PM)	\$1.50 per hour
Overnight Shift (11:00 PM to 7:00 AM)	\$2.00 per hour
Relief Shift (7:00 PM to 3:00 AM)	\$2.00 per hour

F. Call-In Pay:

1. An employee who works on a regularly scheduled day off shall be compensated at one-and-one-half times their normal hourly rate for all hours worked, plus any applicable shift differential.

2. An employee called in to work on their regularly scheduled day off shall receive a guaranteed minimum of 4 hours pay at one-and-one-half times their normal rate of pay.

3. An employee who is called in to work on their regularly scheduled workday which is not an extension of the beginning or the ending of their regularly scheduled work shift, shall receive a guaranteed minimum of 4 hours pay at one-and one-half times their normal rate of pay.

4. An employee called in early for a regularly scheduled shift or required to extend their shift beyond the normal ending time, shall be compensated at the rate of one-and-one-half times their normal rate, plus any applicable shift differential.

G. Shift Substitution

1. Any member of the bargaining unit may request to switch shifts with another employee within the same classification, provided that a patrolman may switch shifts with a sergeant and vice versa. To be eligible for a shift switch, an employee must provide written notification to their supervisor giving the reason for the request no less than twenty-four (24) hours prior to the start of the requested day off. No request shall be honored for the purpose of engaging in outside employment. The Chief or their designee shall have the right to deny a switch request if it would require overtime.
2. Nothing in this section shall be construed to entitle any member of the bargaining unit to overtime pay for any calendar week as a result of their working more than eight (8) continuous hours when substituting for another employee. All exchange days shall be completed during the Monday through Sunday pay period.
3. In the event an employee is unable to fulfill the shift switching obligation and the department incurs overtime expense, said employee may forfeit one vacation day.
4. Employees who agree to substitute with another employee shall report to duty at the scheduled time and will be held accountable for failing to do so. A substituting employee who fails to report for duty may face disciplinary action.
5. If any issue arises by virtue of this provision, the parties agree to meet and attempt a resolution. In any event, the application of this provision is not grievable or arbitrable, except for any suspension or discharge.
6. If the normal posting process has concluded, all overtime has been exhausted, and the required staffing complement has not been fulfilled for a special event, i.e., football game, a seniority list will be maintained and utilized to fill the required shift. Sergeants and Officers, junior to senior, will be required to take the shift in this rotation. This provision would not apply to Move-In-Days or part-time officers.

H. Officer-in-Charge: When there is a full-time Officer and a part-time Officer working the same shift, and no Sergeant is working, the full-time Officer is the Officer in Charge (OIC). Full-time Officers who are assigned Officer-in-Charge duties shall be paid at the rate of a Sergeant for all such hours worked. The Chief of Police or their designee reserve the right to select the Officer-in Charge.

ARTICLE 13: WAGES

A. The wage scales attached hereto as Appendix A shall be effective on the first Monday of September, 2022 and shall remain in effect through September 30, 2025. The wage schedule in the Appendix will be adjusted to be reflective of the general wage increases of 2.5% effective September 5, 2022, 2.5% effective September 1, 2023, and 2.5% effective September 6, 2024. During the term of this Agreement, all wage increases required by Appendix A shall be effective on the first Monday of September.

B. During the term of this Agreement, employees shall advance on the wage scale applicable to their respective job classification in accordance with their Classification Seniority; provided however, that consistent with Section A, advancement shall occur on the first Monday of September following the anniversary date otherwise entitling an employee to such advancement.

C. In recognition of the essential services provided by bargaining unit employees when the University reverts to on-line classes and working remotely due to inclement weather, employees shall receive an annual taxable stipend in the amounts set forth below, such payment to be made in the first paycheck for the month of December.

Sergeants and Patrol Officers	Full-Time	\$750
Dispatchers	Full-Time	\$750
Sergeants and Patrol Officers	Part-Time	\$450
Dispatchers	Part-Time	\$450

The foregoing payments shall be made even in those years when the University does not cease operations due to inclement weather.

ARTICLE 14: UNIVERSITY BENEFITS

A. Health, Dental & Vision Coverage: All eligible union employees and their eligible dependents, if any, shall have the opportunity to participate in the University’s Group Health Benefit Program and the University’s Group Dental and Vision Plans on the same terms and conditions offered by the University to its nonunion employees. Full-time employees earning \$40,000 base salary per year or less shall not be required to make salary level contributions towards the eligible dependent(s)’ premiums under the University’s Group Health Benefit Program beyond the base level contributions established by the University for its various plans.

B. Health Insurance Committee: A bargaining unit employee may be selected by the Union to serve on the Health Insurance Committee. Any recommendations made by the Committee are strictly advisory in nature. All decisions regarding plan design, administration and pricing reside solely with the University.

C. Long-Term Disability Coverage: All eligible union employees shall participate in the University’s group Long-Term Disability Insurance Program, such benefit to be governed by the terms of the plan and shall not be subject to the grievance and arbitration provisions of this Agreement.

D. Term Life Insurance: All eligible union employees shall have the opportunity to participate in the University's group Long Term Life Insurance Plan, such benefit to be governed by the terms of the plan and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 15: RETIREMENT

The University shall maintain a retirement plan for all eligible full-time and part-time (20 hours/week minimum) employees. An employee will be eligible to participate in the University of New Haven Retirement and 403(b) Savings Plan, as made available to other University constituents, in accordance with the rules and regulations of such plan, as such provisions may change from time to time. The employee will also have the option to make additional tax deferred personal contributions, above those required in order to participate in the Plan, through salary reduction.

ARTICLE 16: HOLIDAYS

A. Effective July 1, 2023, the following holidays which the University recognizes for operational purposes will be included in the employees' floating holiday bank:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Juneteenth
- July Fourth
- Labor Day
- ½ day before Thanksgiving
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Christmas Eve (last regular workday prior to the day on which Christmas is observed)
- Christmas Day

The holidays listed above, including the floating holiday provided previously for the loss of Good Friday, will be pre-loaded into the employee's floating holiday bank at the beginning of each fiscal year, July 1. These floating holidays may be used at any time during the fiscal year with supervisory approval. The accrual process utilized for vacation will apply to all floating holidays. As such, if an employee terminates employment and has used more floating holiday time than they are eligible for, such employee will be responsible for reimbursing the University for the value of the floating holiday(s).

B. Full-time employees shall be granted three (3) additional paid days off during the Christmas break to be used as holidays, with prior supervisory approval, between the closure of the residence halls at end of the Fall Term in December and the opening of the residence halls at the beginning of the Spring Term in January. Seniority will control with respect to conflicting requests for such time off, provided the requests have been submitted by December 1.

ARTICLE 17: VACATION

A. Prior to July 1st during their first year of service, each full-time employee shall accrue vacation at the rate of one (1) day per completed calendar month to a maximum of ten (10) days. Thereafter, on each July 1st, vacation entitlement for such employees will be as follows:

<u>Years of Service as of July 1st</u>	<u>Paid Vacation</u>
Less than 5 years	15 days
5 years but less than 10 years	20 days
10 or more years	26 days

B. Vacation for part-time employees shall be prorated, in accordance with the foregoing service-based allotments, based on the average number of hours a part-time employee is regularly scheduled to work each week.

C. Employees moving to part-time from full-time shall not lose accumulated vacation days.

D. The vacation year is defined as July 1 through June 30.

E. Vacation requests shall be considered on a first-come, first served basis, and shall be subject to the needs and workload of the Department.

F. Employees who terminate employment and have taken more vacation time than that for which they are eligible shall be responsible for reimbursing the University, either through a payroll deduction from the final paycheck, or through direct payment, the value of such excess vacation that has been used.

G. Employees who are terminated for cause, or who fail to give the University two weeks advance notice of their resignation, shall not be paid for any accrued but unused vacation.

H. Employees will be permitted to carry-over a maximum of five (5) vacation days into the following fiscal year. The carry-over time must be utilized by December 31 of that year, or it is forfeited.

ARTICLE 18: PERSONAL DAYS

A. Full-time employees shall be entitled to three personal days (i.e., 24 hours) per year, such days to be awarded on July 1st of each year. Part-time employees shall be entitled to two personal days (i.e., 16 hours) per year, such days to be awarded on July 1st of each year. Personal days for newly hired employees shall be awarded on the first day of July following their date of hire.

B. Requests to take a personal day must be made at least 24 hours in advance and shall be subject to the needs and workload of the Department.

C. Personal days shall be taken in four-hour increments (i.e., either four or eight hours). Personal days shall not carry over from year to year, unless in any given year the University has denied an employee's request to take such a day.

ARTICLE 19: SICK LEAVE

A. During the first year of employment, full-time employees shall accrue paid sick leave at the rate of one (1) day per month of completed service for all months occurring prior to June 30th. On July 1st of that year, and then on July 1st of each succeeding fiscal year, full-time employees shall accrue twelve (12) sick leave days.

B. During the first year of employment, part-time employees shall accrue paid sick leave at the rate of four (4) hours per month of completed service for all months occurring prior to June 30th. On July 1st of that year, and then on July 1st of each succeeding fiscal year, part-time employees shall accrue forty-eight (48) hours of sick leave.

C. Accrued sick leave may be carried over from one fiscal year to the next and may be accumulated to a maximum of 130 days for full-time employees and 520 hours for part-time employees.

D. Sick leave shall be paid at the employee's regular rate of pay for absences from work due to the following:

- (a) Bona fide illness or injury to the employee not arising out of or in the course of the individual's employment.
- (b) Required medical, optical, or dental treatment for an employee which cannot be scheduled on off-duty hours.
- (c) Illness or injury to the employee's spouse, child, or parent requiring the employee's personal attendance.

E. Sick leave shall be taken in one-hour increments equivalent to the number of scheduled hours for which the employee is absent.

E. Employees are required to notify the on-duty dispatcher or the on-duty supervisor if they will be absent on an unscheduled basis due to sickness or injury as soon as they become aware of the absence, but no later than two (2) hours prior to the start of their scheduled shift, if possible. The University may require appropriate medical documentation prior to approving paid sick leave for absences of more than three consecutive days. Employees must inform their supervisor of scheduled medical, dental, or optical appointments as soon as the appointment is scheduled.

F. Upon the effective date of this Agreement, Patrol Officers and Sergeants will be granted a sick time allotment in the amount of eight (8) days per year of service to a maximum of sixty (60) days. Dispatchers shall retain and carry over all sick days accrued as of the date of ratification.

G. The University's Sick Time Donation policy shall apply to bargaining unit employees.

H. The University will coordinate the use of sick leave with any leave taken by an eligible employee under the state or federal Family and Medical Leave Acts. All such leaves shall run concurrently.

- I. Employees will not be paid for accrued but unused sick leave upon the termination of their employment for any reason.

ARTICLE 20: PREGNANCY DISABILITY LEAVE

An employee who is pregnant shall be entitled to a reasonable leave of absence for disability resulting from their pregnancy. Upon signifying their intent to return, such employee shall be reinstated to their original or equivalent position, in accordance with applicable law, with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits unless circumstances have so changed as to make it impossible or unreasonable to do so. Employees on a pregnancy-disability leave shall be entitled to use any accumulated sick leave.

Effective July 1, 2023, employees will be eligible for the Paid Bonding Leave Policy as detailed in the provided policy. Any modifications made to the bonding provisions of that policy, which was previously specific to Administrative Non-Union Staff only, will automatically apply to the UPD employees. The University agrees to notify the Union in advance of modifications. This policy applies to bonding time only and does not provide for paid disability leave.

ARTICLE 21: FUNERAL LEAVE

- A. Allowance: In the event of a death in the immediate family of an employee, such employee shall be paid for time lost from scheduled work to prepare for and attend the funeral. Such paid for time is not to exceed five (5) scheduled working days starting with the date of death. It shall be paid at the employee's regular rate of pay, less any hours actually worked on any such day. Part-time employees who are regularly scheduled to work less than 5 days per week shall be prorated accordingly.
- B. Immediate Family: Immediate family, for the purpose of this provision, is defined as the employee's parents, spouse, child, brother, sister, grandchild, grandparent, and current spouse's parents.
- C. Extended Family: Funeral leave of one (1) day without loss of pay shall be granted to attend the funeral in the event of death of an employee's aunt, uncle, current brother-in-law, and current sister-in-law.
- D. Additional Time Needed: Supervisors are not authorized to grant or extend funeral leave beyond that stated above. Should extenuating circumstances exist, the employee may request additional time off from departmental leadership. Such requests shall not unreasonably be denied. The departmental leadership's decision shall not be grievable. If additional time is granted, vacation hours, sick days or leave without pay may be used at the discretion of the employee.
- E. Interruption of Vacation: If eligibility for funeral leave occurs during a previously scheduled vacation, the employee will be paid pursuant to this Article and will be able to reschedule their vacation to a later date within the same vacation year.

ARTICLE 22: MILITARY SERVICE

Employees shall be granted leaves of absence for military service in accordance with and shall be afforded all rights applicable to them under, the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 23: JURY DUTY

A. When an employee is called for and reports for jury duty during their scheduled working hours, the employee will be excused from work and reimbursed by the University the difference between the amount paid by the court for such service and the employee's regular straight time hourly rate for each such day of jury service on which they would otherwise have worked, not to exceed eight (8) hours per day or five (5) days per week. Such compensation shall be paid only if the employee:

1. Gives the University prior notice of such jury service by presenting their Jury Summons or Notice the next day after receipt of such Notice or Summons.
2. Presents proper evidence of the jury duty performed and the amount of pay received.
3. Reports to work on any scheduled working day when not required to serve on jury duty.

B. It is understood that payment, as provided above, shall be limited to one (1) period of jury service and to one court per calendar year. It shall be within the University's discretion whether or not a postponement of or excuse from jury duty is to be requested.

C. Pay as provided above shall not be considered as days or hours worked for the purpose of computing overtime.

ARTICLE 24: COURT TIME

An employee who is required to attend or to appear in court, outside of their regularly scheduled hours, either as a witness or in another capacity, in a civil or criminal proceeding relating to their activities for or on behalf of the University, shall be entitled to overtime compensation in the amount of four (4) hours minimum; provided however that the University shall have the right to change the employee's shift so as to avoid the payment of overtime. Upon presentation of any subpoena, the University will provide two weeks' notice of any shift change, if possible, under the circumstances. It is understood that a shift change hereunder shall not entail a change in the employee's regularly scheduled days off.

ARTICLE 25: TUITION ASSISTANCE

The University shall provide the opportunity for tuition assistance in the education of full-time and part-time bargaining unit employees, their spouses, and dependent children in the same manner and on the same basis as that offered to non-bargaining unit administrative and faculty employees employed by the University.

ARTICLE 26: UNIFORM AND CLEANING ALLOWANCE

A. The University shall provide a uniform allowance to employees as follows:

Sergeants	Full-Time	\$800
Patrol Officers	Full-Time	\$800
Patrol Officers	Part-Time	\$400
Dispatchers	Full-Time	\$400
Dispatchers	Part-Time	\$250

This allowance shall be in the form of a voucher for use at suitable vendors selected by the University after consultation with the Union. Thereafter, at the option of the employee the annual allowance shall in the form of a voucher, reimbursement by check upon the presentation of valid receipts and proof of purchase, or a single annual check payable to the employee, which the parties acknowledge to be taxable to the employee.

B. The University shall provide a cleaning allowance to employees as follows:

Sergeants	\$200
Patrol Officers (full-time)	\$200
Patrol Officers (part-time)	\$150
Parking Compliance Officers	\$150
Dispatchers (full-time)	\$200
Dispatchers (part-time)	\$ 75

The allowance shall be in the form of a check payable to each employee, which the parties acknowledge to be taxable to the employee.

ARTICLE 27: UNION STEWARDS

A. The University will recognize a total of three (3) Union Stewards to be duly appointed by the Union. The Union will furnish the University with an updated list of the Stewards and the areas that they represent. Stewards shall represent the Union in the investigation and processing of grievances under this agreement.

B. Stewards shall request permission from their supervisor in order to leave the workstation to perform their duties as a Steward.

C. Stewards, before entering a work area other than their own to carry out their duties as a Steward, shall notify the supervisor of that area of their presence.

D. No deduction of pay shall be made for Stewards for necessary and reasonable time spent in grievance meetings with University representatives. In the event of an Arbitration hearing pertaining specifically to this Agreement, no deduction of pay shall be made for the Chief Steward and one (1) additional Steward for actual time spent attending this arbitration hearing.

E. If a Union Steward is not available to accompany an employee with respect to a disciplinary matter, a Union officer may substitute for a Steward. The Union shall advise the University in writing of its officers and any changes therein.

ARTICLE 28: BULLETIN BOARD

The University will permit the Union to post notice of its meetings or other activities on a bulletin board designated by the University for such purpose. Such notices shall not be larger than 8.5" x 11".

ARTICLE 29: SAFETY AND WORKERS' COMPENSATION

The University and the Union endorse all safety and health standards provided under applicable law for the protection of bargaining unit employees. The University will further maintain appropriate levels of insurance to provide compensation for all illness and injuries arising out of and in the course of employment with the University as required under the laws of the State of Connecticut.

Police officers who are injured on the job will have one year from the date of the on-the-job injury or illness to return to work. During this period, they will continue to accrue seniority. When and if maximum medical recovery is achieved, the police officer will be allowed to return to the position previously held. The hourly rate will be equal to that earned prior to the absence or may be increased based on any applicable general wage increase which may have occurred during their period of absence due to a work-related illness or injury.

This right to return expires at the conclusion of the one-year period. If the police officer has not reached medical recovery or chooses not to return after reaching maximum medical recovery, the officer's employment may be terminated.

ARTICLE 30: DRUG AND ALCOHOL ABUSE AND TESTING

A. The University of New Haven is committed to protecting the safety, health and well-being of its employees and all individuals who come in contact with its workplace and property. Recognizing that drug and alcohol abuse poses a direct and significant threat to this commitment, the University strictly prohibits the abuse, unauthorized use, and unauthorized possession of drugs or controlled substances on its premises or at times when an employee is on duty. In addition, employees are forbidden from reporting to work under the influence of alcohol or consuming alcohol while on duty.

B. All sworn officers employed by the University's Police Department shall be required, as a condition of employment, to participate in testing for controlled substances and alcohol, in accordance with the University's Substance Abuse and Alcohol Testing Policy, General Order 3.4, issued on September 23, 2015, as it may be amended from time to time, it being understood that screening for marijuana shall be at the levels prescribed by the U.S. Department of Transportation. Officers must abide by the terms and conditions of this policy for their safety and the safety of others.

C. Effective August 16, 2022, the Dispatchers were designated by The Connecticut Department of Labor as a high risk or safety sensitive occupation under Section 31-51x(b) of the Connecticut General Statutes and are included under General 3.4.

ARTICLE 31: INDEMNIFICATION

The University shall indemnify employees in accordance with and subject to the provisions of Sections 33-1116 to 33-1125, inclusive, of the Connecticut General Statutes.

ARTICLE 32: FEDERAL AND STATE LAWS AND ORDERS

If any law or judicial order or administrative order or ruling shall so restrict or affect performance of this Agreement or any part thereof, in accordance with its terms, as to make it either impossible of performance or in the judgment of the University unduly burdensome, then the University may, at its option, terminate the affected part or parts thereof by written notice to the Union, and thereupon the Union and the University shall in good faith commence negotiation of a renewed Agreement or new sections of the current Agreement.

ARTICLE 33: STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the University or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the University or of the Union to future performance of any such term or provision, and the obligations of the Union and the University to such future performance shall continue in full force and effect.

ARTICLE 34: ENTIRE AGREEMENT

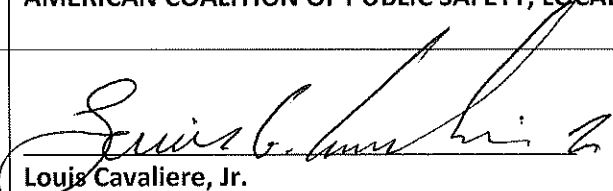
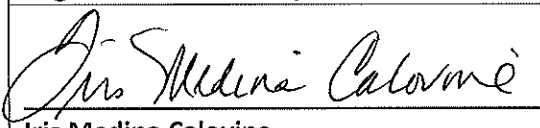
The parties hereto acknowledge and agree that (a) the provisions of this Agreement constitute the entire agreement between the parties with respect to wages, rates of pay, hours of work, and other terms and conditions of employment for the employees covered by this Agreement and settle all demands and issues with respect to all matters subject to collective bargaining; (b) this Agreement supersedes all prior agreements and understandings, oral or written, expressed or implied, between the parties; (c) this Agreement shall govern the entire relationship between the parties and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise; and (d) except where otherwise indicated in this Agreement, or unless the parties mutually agree to reopen negotiations, the parties waive the right to bargain collectively with respect to any subject not covered in this Agreement even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this Agreement.

ARTICLE 35: DURATION

Except where otherwise indicated, this Agreement shall take effect upon ratification, and shall continue in full force and effect until September 30, 2025 and thereafter from year to year unless terminated by notice in writing given by either party hereto to the other not less than sixty (60) days prior to the applicable expiration date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on March 16, 2023

THE UNIVERSITY OF NEW HAVEN	AMERICAN COALITION OF PUBLIC SAFETY, LOCAL 16
<hr/> Steven Kaplan President	 <hr/> Louis Cavaliere, Jr. President
<hr/> George Synodi Vice President Finance	<hr/> David Stratton Vice President
<hr/> Ronald Quagliani Associate Vice President Public Safety & Administration	<hr/> Cathy Granoth Treasurer
<hr/> Jennifer Cinque Associate Vice President Human Resources & Organizational Development	<hr/> James Mroczka Board Member
 <hr/> Iris Medina Calovine Executive Director, Human Resources	<hr/> Edward Bethke Sergeant at Arms
<hr/> Adam Brown Chief, UPD	
<hr/> Brett Mahoney Assistant Chief, UPD	
<hr/> Tracy Crowley Assistant Director Human Resources	

APPENDIX A

The following wage scales were effective September 5, 2022 and shall remain in effect until September 30, 2025.

Classification	<u>9/5/2022 (2.5%)</u>			<u>9/1/2023 (2.5%)</u>			<u>9/6/2024 (2.5%)</u>		
	0-36 MOS	37-72 MOS	73+ MOS	0-36 MOS	37-72 MOS	73+ MOS	0-36 MOS	37-72 MOS	73+ MOS
Dispatcher	\$19.33	\$20.28	\$21.14	\$19.81	\$20.79	\$21.67	\$20.31	\$21.31	\$22.21
Patrol Officer	\$28.18	\$29.83	\$31.64	\$28.88	\$30.58	\$32.43	\$29.61	\$31.34	\$33.24
Sergeant	\$34.99			\$35.86			\$36.76		

*MOS = MONTHS OF SERVICE