

COLLECTIVE BARGAINING  
AGREEMENT

by and between

QUINNIPIAC UNIVERSITY

and

PUBLIC SAFETY OFFICERS  
ASSOCIATION

Effective February 17, 2021 through June 30, 2023

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## **Preamble**

The parties to this Agreement are Quinnipiac University (the “University”) and the Public Safety Officers Association (“Union”).

This Agreement covers bargaining unit employees as described in Article 1, Union Recognition.

This Agreement does not cover or apply to students whom the University may employ at any time and from time to time to perform work of any type as a means of earning part of their expenses while students at the University, provided that the work assigned to students will not result in a reduction in the number of bargaining unit employees.

## **ARTICLE 1 – Union Recognition**

The University recognizes the Union as the exclusive representative of all full-time and regular part-time public safety officers employed by the University at its Connecticut campuses, excluding all other employees and supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2 – Definitions**

Whenever used in this Agreement,

- the terms “employee” and “employees” shall mean full-time Public Safety Officers and Dispatchers who are hired by the University to work a minimum of forty (40) hours per week and are regularly scheduled to work a minimum of forty (40) hours per week but does not include part-time employees, contractor employees, or academic year employees (AYEs);
- the term “probationary employee” shall mean a Public Safety Officer or Dispatcher who has not completed 6 months of employment, provided that the University may extend probation for an additional ninety days at its sole discretion, and further provided that any leave of absence will extend the probationary period by the length of the absence;
- the term “part-time employees” shall mean Public Safety Officers or Dispatchers who are hired by the University to work less than forty (40) hours per week;
- the term “contractor employee” shall mean persons not employed by the University as employees who are engaged by the University to perform work at the direction of the Chief or his designee; and
- the term “academic year employees” (AYEs) shall mean Public Safety Officers who are hired by the University to work an approximate average of 36 weeks per year that generally coincide with the student’s academic year (Fall and Spring semesters).

An employee rehired after termination of seniority shall be a “probationary employee” until he has completed the same probation period as required of new hires.

The discipline or discharge of a probationary employee at any time shall not be a violation of this Agreement and shall not be subject to the grievance and arbitration procedures in this Agreement.

Contractor employees are not covered by any provision of this Agreement.

The Public Safety Department does not currently employ part-time Public Safety Officers or Dispatchers. In the event the University decides, in its discretion, to add part-time Public Safety Officers or Dispatchers, it will negotiate with the PSOA over the terms of employment applicable to such employees.

This Agreement has no application to any person who is not a bargaining unit employee.

“He,” “his,” or “him,” shall be synonymous with “she,” hers,” or “her” as appropriate.

### **ARTICLE 3 – Management Rights**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion to:

- reprimand, suspend, discharge, or otherwise discipline employees;
- determine staffing and staffing levels including but not limited to the number of employees to be employed in the department, on any given shift, in any given classification, on any given holiday, on any given assignment;
- determine the qualifications for the job;
- establish new classifications;
- hire employees;
- assign employees tasks, to locations, overtime;
- direct employees in the performance of their responsibilities;
- supervise and manage employees;
- set standards of productivity;
- set duties to be performed (e.g. post and special assignments);
- set services to be rendered and adjust duties to conform with those services;
- maintain the efficiency of operations;
- set starting and quitting time;
- set the days, hours and shifts to be worked;
- approve time-off (paid and unpaid);
- determine competency of employees;
- promote, demote, transfer, lay off, recall to work;
- use independent contractors to perform bargaining unit work;
- subcontract and contract out bargaining unit work;
- expand, reduce, alter, combine, transfer, or cease any job, operation, or service;



- control and regulate the use of facilities, equipment, and other property of the University;
- introduce new and/or improved technology, methods of operation, services, materials, machinery, and equipment;
- determine the number and the locations of workplaces, including but not limited to the right to close down or relocate operations or any part thereof;
- issue, amend and revise policies, rules, regulations, standard operating procedures, and practices;
- take whatever action the University deems necessary or advisable to determine, manage and fulfill the mission of the University.

The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **ARTICLE 4 – Directives**

The University shall have the right to promulgate and enforce reasonable work rules, which will be called "Directives." Directives will be available to all employees to familiarize themselves with specific requirements.

The University may modify or eliminate Directives at any time. Employees and part-time employees will be advised of such changes. The University will distribute new or modified Directives to employees in advance of implementation.

Directives are not intended to modify or contradict the terms of this Agreement, but in the event of a conflict between the terms of this Agreement and the terms of a Directive, the terms of this Agreement will govern.

#### **ARTICLE 5 – Hours of Work**

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the University to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

The University's pay records, practices and procedures shall govern the payment of all wages.

The workweek shall consist of seven (7) workdays beginning on Sunday and ending the following Saturday. The regular workweek will generally consist of forty (40) hours of work within the workweek. The University's current practice with regards to the workweek is as follows: Each employee shall work five (5) consecutive days, then have two (2) days off.

The workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day. The regular workday shall generally consist of eight (8) hours of actual work in a workday, subject to holdover in the case of operational needs. The University has complete discretion to schedule employees for twelve (12) hour shifts as circumstances may require, e.g. for special events on campus.

The University's current practice with regards to shifts is as follows:

- Day Shift – 6:45 a.m. to 3:15 p.m.
- Evening Shift – 2:45 p.m. to 11:15 p.m.
- Midnight Shift – 10:45 p.m. to 7:15 a.m.
- Tactical Shift – 6:45 p.m. to 3:15 a.m.

The University reserves the right to make changes to its current practice with regard to shifts or workweeks or workdays and establish different shifts or workweeks or workdays from what is described as "regular" above. In the event the University elects to make such a change(s), it will provide employees with two weeks' notice, unless such notice is not feasible.

Employees who are scheduled to work seven and one-half (7 ½) consecutive hours or more will receive a thirty (30) minute unpaid lunch period, although the University has complete discretion to determine if it will be a consecutive thirty (30) minutes or not, subject to operational needs. Employees who work a double shift will receive a second thirty (30) minute unpaid lunch period during the second of the double shift. In the event an employee is required by his supervisor to work through any part of his lunch, he will be paid for the time worked at time-and-one half his straight time hourly rate.

#### **ARTICLE 6 – Seniority**

For the purposes of Articles 17 and 21, seniority shall mean the employee's length of continuous service with the University, measured in calendar days from the first day the employee was hired by the University.

For all other purposes, seniority shall mean the employee's length of continuous service with the University within the bargaining unit measured in calendar days from the first day the employee actually worked in the Department of Public Safety (formerly known as the Security Department) on or after the employee's most recent date of hire ("Bargaining Unit Seniority"). If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee who wins a coin toss conducted by the Chief or his designee shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article 2 at which time the employee shall possess seniority as defined in this Article 6, dating back to his original date of hire in the Department of Public Safety (formerly known as the Security Department).

Seniority shall be applicable only as expressly provided in this Agreement.

The University has the right to layoff employees for economic and/or operational reasons, for compliance with state or federal requirements, and for conformity with best recognized industry practices regarding staffing at universities and colleges. The University will determine the timing of layoffs, the number of employees to be laid off, and which job classification(s) will be affected. Layoffs will be made in reverse order of Bargaining Unit Seniority by job classification. An employee laid-off pursuant to this Article 6 will not have the right to bump into the same or any other classification.

If the Chief determines to fill a vacancy from which employees have been laid off in the last nine (9) months, he will recall by classification in the reverse order of layoff, except that an employee will not be recalled if he has failed to maintain any license or certification required for the position in which the employee is employed (i.e. the requirements set forth in Conn. Gen. Stat. § 29-161q for PSOs and APSOs, and the provisions set forth in Conn. Gen. Stat. § 29-161z and § 29-28 for APSOs).

The University will forward notice of recall by certified mail and regular mail to the last known address of the employee reflected on its records. The employee must, within seven (7) calendar days of the date of the notice of recall notify the Chief or his designee of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a. discharge, quit, retirement, or resignation;
- b. failure to give notice of intent to return to work after recall within the time period specified in this Article 6, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- c. failure to return to work upon expiration of a leave of absence;
- d. layoff for a period of nine (9) months or a period equal to the employee's seniority, whichever is less;
- e. failure to maintain a valid driver's license;
- f. failure to maintain insurability status with the University's motor vehicle insurance provider;
- g. failure to return to work from a medical/disability leave within nine (9) months, or a reasonable extension of that period if provided by the University as a reasonable accommodation;

- h. failure to return to work from a workers' compensation leave within nine (9) months of the date of injury, or a reasonable extension of that period if approved by the University;
- i. accepting employment with or working for another employer while on a leave without advance written permission from the Chief;
- j. failure to pass a drug or alcohol test as described in Article 9; or
- k. failure to maintain any license or certification required for the position in which the employee is employed (i.e. the requirements set forth in Conn. Gen. Stat. § 29-161q for PSOs and APSOs, and the provisions set forth in Conn. Gen. Stat. § 29-161z and § 29-28 for APSOs).

#### **ARTICLE 7 – No Strikes or Lockouts**

In consideration of the University's commitments in this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the University's operations whether or not such strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Articles 29 and 30 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the University and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the University and the Union at the time this Agreement was negotiated or executed.

The failure or refusal on the part of any employee to comply with the provisions of Article 7 of this Agreement shall be cause for immediate discipline, including discharge. The failure or refusal by a Union officer, agent, representative, steward or committeeman to comply with the provisions of Article 7 of this Agreement constitutes leading and instigating a violation of said Article 7, it being specifically agreed that the Union officers, agents, representatives, stewards and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Article 7 of this Agreement by reporting to work and performing work as scheduled and/or required by the University. In any arbitration proceeding contesting discipline imposed on an employee under this Article 7, the arbitrator's jurisdiction shall be limited to determining whether a strike occurred and whether the employee(s) whose discipline is the subject of arbitration reported for work as scheduled or requested by the University during the strike. If the arbitrator finds that the employee(s) failed to report for work as scheduled or requested by the University during the strike, he shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by the University.

In consideration of the Union's commitment as set forth in Article 7 of this Agreement, the University shall not lock out employees.

In the event of an alleged violation of Article 7 of this Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Articles 29 and 30 of this Agreement, the either party may institute expedited arbitration proceedings regarding such alleged violation by delivering written or telegraphic notice thereof to the other party and to the American Arbitration Association. Immediately upon receipt of such written or telegraphic 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 telegraphic notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the University and the Union. 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 Article 7 of this Agreement 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 Article 7 of this Agreement is occurring or has occurred, he 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.

In the event of an alleged violation of Article 7 of this Agreement, the either party 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.

In addition to any other remedy set forth in this Article 7, either party, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other party for damages suffered as a result of a violation of this Article 7. The remedies set forth in this Article 7 are not exclusive, and either party may pursue whatever other remedies are available to it at law or equity including without limitation submitting the issue of damages to arbitration.

#### **ARTICLE 8 – Fit for Duty**

Beginning three (3) months after the ratification of this Agreement, each employee will be required to submit to and pass a Fitness for Duty Examination conducted by a third party designated by the University at some date during the immediately following six (6) months. The standards used in the Fitness for Duty Examinations will be consistent with the job duties of Public Safety Officer, Armed Public Safety Officer, and Dispatcher. The Union will be provided with the applicable standards and informed in advance of any proposed changes to such standards. The order in which Employees are sent for the Fitness for Duty

Examination will be determined by seniority, i.e. most senior first, unless the Chief or his designee determines that the Department's operational needs and availability (e.g. vacations) require adjustments in scheduling Examinations strictly by seniority.

After the initial Fitness for Duty Examination, employees will be retested every two years.

If an employee fails a Fitness for Duty Examination, the employee will be scheduled for a second Fitness for Duty Examination no sooner than three (3) months from the date of the first Examination. During that three (3) month period, the University will make available to the employee, on a voluntary basis and during non-working time, physical fitness training and access to gym equipment. If the employee fails the second Fitness for Duty Examination, the employee will be discharged.

Employees who fail a Fitness for Duty Examinations will continue to perform their regular duties prior to the follow-up Examination unless the results of the Fitness for Duty Examination gives the University a reasonable basis to believe the employee may not be able to perform the essential functions of his position (or with or without a reasonable accommodation if he has a disability under the ADA).

The University also reserves the right to require an employee to undergo a fit for duty/return to work examination by a physician chosen by the University when an employee returns from a medical leave of absence and/or when the University has a reasonable basis to believe the employee may not be able to perform the essential functions of his position (or with or without a reasonable accommodation if he has a disability under the ADA). If the employee does not pass the fit for duty/return to work examination, he will be placed back on medical leave for the balance of any remaining FMLA leave or to the extent required as a reasonable accommodation under the ADA.

The University will not create a position as a reasonable accommodation, nor will it provide "light duty work" for any reason. Light duty work is defined as temporary or permanent work that does not include all of the essential functions of the employee's job; for example, assignment to a different classification or work location with duties that are less physically or mentally demanding than the employee's job.

#### **ARTICLE 9 – Drug and Alcohol Program**

The possession, sale, distribution by or being under the influence of alcohol or a drug (i.e. a controlled substance) by an employee during (i) any time the employee is entitled to compensation from the University, (ii) any time the employee is present on property owned or leased by the University, or (iii) any time an employee is operating a vehicle or equipment owned or leased by the University will result in the employee's discharge. With regard to employees being under the influence of alcohol or a drug during (i), (ii), or (iii) above, the University will typically conduct drug and/or alcohol testing in accordance with this Article before proceeding with the employee's discharge, however, the parties recognize that not all circumstances will necessitate testing in accordance with this Article. The actual consumption or ingestion of alcohol or a drug by an employee during (i), (ii) or



(iii) above will also result in the employee's discharge, irrespective of whether the University elects to test the employee in accordance with this Article. The foregoing does not apply to an off-duty employee's (i) purchase and consumption of alcohol at a University athletic event or (ii) consumption of alcohol at a University-sponsored event. The conviction of an employee for any drug-related felony will result in the employee's discharge, whether or not such felony occurred during (i), (ii) or (iii) above.

Notwithstanding the foregoing, an employee may be under the influence of prescription medication that is taken in conformity with the lawful direction of the prescribing physician or a non-prescription medication that is taken in conformity with the manufacturer's specified dosage during (i), (ii) or (iii) above, provided that such medication does not prevent the employee from performing his job duties.

The University shall have the right to do drug and/or alcohol testing in accordance with Connecticut law including but, not limited to random testing if the employee serves in a job classification that has been designated as a high-risk or safety-sensitive occupation by the Connecticut Department of Labor. A positive test result will result in the employee's discharge. A "positive test result" shall be defined as:

- (i) a blood alcohol concentration ("BAC") of 0.04 or greater in a blood, urine, or breath specimen,
- (ii) a BAC of less 0.04 in a blood, urine, or breath specimen if it can be determined from the test(s) performed in accordance with acceptable medical standards that the employee's BAC was 0.04% or higher during a restricted period, or a test that discloses any level of a drug (i.e. a controlled substance).

Notwithstanding the foregoing, if an employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the University at the time of the test, on a form to be provided by the University, of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not result in the employee's discharge. The University may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

An employee's refusal to provide a urine and/or blood and/or hair follicle specimen for laboratory testing, when requested by the University in accordance with the provision of this Article, will result in the employee's discharge.

Intentionally tampering with, assisting another person to tamper with, substituting for, or assisting another person to substitute for a specimen, whether the employee's own specimen or another employee's specimen, will result in the employee's discharge.

An employee who voluntarily comes forward and reports that he wants to undergo drug or alcohol rehabilitation at a time when no discipline is pending and when no request has been

made of him to take a drug or alcohol test, will be offered the opportunity to successfully complete a rehabilitation program of a duration considered reasonable by the University. After successfully completing such program, the employee will then be returned to work, provided that he returns within sixteen (16) weeks of the commencement of the leave and passes a "return to duty" test before returning to work. Thereafter, the employee must provide evidence to the University establishing compliance with any sort of follow-up testing and/or after care that has been recommended by his substance abuse professional and failure to do so shall result in the employee's discharge. An employee may only use this employee assistance program one time unless mutually agreed to by both parties to provide a second opportunity because of extenuating circumstances.

#### **ARTICLE 10 – Sick Leave**

Employees will earn sick leave at the rate of eight (8) hours for each calendar month of employment, provided that no leave will be earned for any calendar month in which employees have not actually worked.

An employee who has permission from the Chief, or his designee, to schedule a personal medical appointment during working hours because it could not be scheduled during non-working hours, or who suffers an injury or illness which prevents the employee from working and with respect to which the employee is not entitled to compensation under the Connecticut Workers' Compensation Act, shall be entitled to use sick leave earned under this Article 10 for such purposes.

An employee who has permission from the Chief, or his designee, is also entitled to use sick leave earned under this Article 10 for purposes of caring for an employee's biological, step or adoptive father, mother, son, daughter, grandchild, domestic partner or spouse. Employees are expected to schedule planned medical appointments for family members during non-working hours.

An employee must use his earned sick leave under this Article 10 (as well as vacation leave) as part of any FMLA leave.

An employee may carry over earned but unused sick leave from year to year up to a maximum of twenty-six (26) weeks.

Sick leave may not be used prior to it being earned.

If sick leave is exhausted and an employee remains out of work on an approved leave, the employee must then use his vacation leave until it is exhausted.

An employee who is absent in excess of three (3) consecutive working days due to sickness or who is absent when the Chief believes circumstances indicate possible abuse of sick leave shall be required to present medical documentation from a medical provider for the absence.



Employees are not paid for unused sick leave upon termination of employment.

If an employee is absent due to an unanticipated personal health emergency or a family member's health emergency, he must notify his supervisor a minimum of two hours prior to the beginning of his shift.

Employees must use sick leave for its intended purpose. Abuse of sick leave, for example, working at another job while on sick leave, will result in disciplinary action up to and including termination of employment.

Employees may use sick leave earned under this Article 10 to supplement the period the employee is waiting to be supported by workers' compensation. In the event that the workers' compensation claim is accepted, the employee will be reimbursed for the sick leave used in the interim in an amount equivalent to amount of workers' compensation payments received for such days.

Sick leave and FMLA leave shall run concurrently. Employees who require leave beyond that which is allowed under the FMLA may request such a reasonable extension of leave through the Office of Human Resources. The granting of such extension shall be at the discretion of the University and must be approved by the Chief and Human Resources.

#### **ARTICLE 11 – Family and Medical Leave**

Employees shall be eligible for FMLA leave in accordance with Connecticut and federal law.

#### **ARTICLE 12 – Military Leave**

Employees shall be eligible for military leave in accordance with Connecticut and federal law.

#### **ARTICLE 13 – Funeral Leave**

An employee shall be entitled to leave with pay to attend a funeral for a maximum of five (5) consecutive days off from regularly scheduled duty in the event of the death of the employee's parent, child, grandchild, spouse or domestic partner, a maximum of three (3) consecutive days off from regularly scheduled duty in the event of the death of the employee's parent-in-law, or sibling, grandparent, son-in-law or daughter-in-law, and a maximum of one (1) day off in the event of the death of the employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or spouse's grandparent. Such leave may be used only during the five (5) calendar day period commencing with the date of death. Leave under this Article 13 shall be conditioned upon the employee submitting to the Chief, if the Chief so requests, proof of death of the deceased and the employee's relationship to the deceased.

#### **ARTICLE 14 – Jury Duty Leave**

An employee who is required to report for jury duty shall be entitled to leave with pay in accordance with Connecticut law for scheduled work hours lost as the result of such service. An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and report for work, if requested. In order to be paid by the University for such leave, the employee must submit to the Chief or his designee written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

#### **ARTICLE 15 – Court Leave**

An employee who is requested by the University to appear in an administrative or court proceeding about matters arising during the course and within the scope of his employment, or prepare for any such proceeding with the University's legal counsel, will be paid for such time at his straight time hourly rate or at time-and-one half his straight time hourly rate if the overtime rate provided for under Article 26 is applicable. Employees will be paid for travel time to and from the hearing or preparation site consistent with wage and hour laws. In no event shall an employee be paid for fewer than two hours of time, regardless of the actual amount of time spent appearing in or preparing for a proceeding under this Article.

#### **ARTICLE 16 – Benefits**

Employees shall be eligible for the same medical, dental, vision, long-term disability, and life insurance coverage under the same terms and conditions, including but not limited to employee contribution rates, as the University provides to its non-union, non-exempt employees.

Employees hired before the ratification date of this Agreement who waive coverage under the University's health insurance will receive an annual payment of \$1400. Employees hired on or after the ratification date of this Agreement who waive coverage under the University's health insurance will receive an annual payment of \$700.

#### **ARTICLE 17 – Retirement**

Employees shall be eligible for the same retirement benefits, under the same terms and conditions, as the University provides to its non-union, non-exempt employees, except that employees hired after the ratification date of this contract will be subject to a two-year waiting period before they are eligible to participate in the University's 403(b) Defined Contribution Retirement Plan.

#### **ARTICLE 18 – Tuition Remission**

Eligible Employees, their dependent children, domestic partners and legal spouses may enroll in courses at the University as outlined below.

Waiting period: Employees must be employed by the University for six (6) months to receive employee tuition remission, and for one (1) year for spouse/domestic partner/dependent children tuition remission.

Employees are eligible for undergraduate and master's level programs and classes (excluding degree programs in the School of Medicine and School of Law, and doctoral programs). Spouse/domestic partner/dependent children or stepchildren of Employees are eligible for undergraduate classes only. Non-dependent children are not eligible for tuition benefits. Dependent children or stepchildren must be age 28 or under, and the tuition benefit only applies to the first time a class is attempted.

The following Employees are considered eligible:

- Those who have met the waiting-period requirement,
- Those who retire from the University at age 62 or older, provided they accumulated at least five consecutive years of full-time employment immediately prior to their retirement,
- Those who become permanently disabled while employed by the University, provided that they accumulated at least three consecutive years of full-time employment immediately prior to their disability,
- Those who die while employed at the University, provided that they accumulated at least five consecutive years of full-time employment immediately preceding their death.

Applicants are subject to the admissions and academic eligibility standards and procedures in effect for other students. Any associated fees are not covered by this benefit.

Students covered under this Article 18 may be disqualified from participation in the tuition remission plan as a result of repeated failure to complete courses or meet course requirements. Students must remain in good academic standing to qualify for the tuition remission benefit.

Employees are not allowed to take courses as a part of their normal work day.

Education benefits shall be applied after other tuition aid is applied. Total tuition aid from all sources may not exceed actual tuition charges.

Except for retired, disabled or deceased full-time Employees, all educational benefits shall cease on the date of an eligible Employee's termination or unpaid leave of absence that exceeds two consecutive semesters.

Any student enrolled at the time benefit eligibility ceases may be billed pro rata for the remaining tuition. The University treats graduate tuition as a taxable benefit, according to Internal Revenue Service guidelines, when applicable. The tuition benefit will be added to the taxable income of the employee during the semester the benefit is received. Please contact the Office of Human Resources for additional information.

Grandfathered under the previous policy - Employees hired prior to September 1, 2012, and their eligible family members, are entitled to undergraduate, master's level, School of Law, physical therapy and nursing doctoral programs. (School of Medicine and any new doctoral programs instituted after July 1, 2012, are excluded.)

#### **ARTICLE 19 – Uniforms**

The University will issue employees a complete uniform upon hire and will replace worn articles as soon as practical. The complete uniform may change over the course of time, which will be documented in a Directive that will be distributed to employees. As of February 17, 2021, new hires will receive:

- 1 Blauer Outerwear w/zip-out Liner # 9810Z or #9820
- 1 Rain Coat
- 1 Blauer Commando Sweater
- 3 Short Sleeve Shirts (Light Blue)
- 3 Long Sleeve Shirts (Light Blue)
- 1 Knit Hat
- 1 Duty Belt and all associated items
- 1 Flashlight
- 1 Radio
- 1 Name Tag
- 1 Traffic Vest
- 1 High Visibility Polo Shirts
- 1 Boots
- 3 Pants
- 2 Winter Pants
- 2 Turtleneck Shirts
- 1 Public Safety Ball Cap

As of February 17, 2021, employees hired to do bike patrol will receive:

- 3 Long Sleeve Bike Shirts
- 3 Short Sleeve Bike Shirts
- 3 Bike Pants
- 3 Bike Shorts
- 1 Bike Jacket
- 1 Bike Helmet
- 1 Bike Safety Glasses
- 1 Bike Gloves
- 1 Under Layers
- 1 Bike Shoes

To obtain replacement items, employees must submit a Department Order Form, which will be reviewed and submitted to New England Uniform, or such other store as the Chief may designate. The employee shall be responsible for the replacement cost of any lost uniforms or equipment.

The University will provide employees with the equipment it considers necessary for the employee to perform the tasks assigned to him by the University,

The University will not be responsible for reimbursing employees for personal belongings damaged or destroyed in the performance of their duties, including but not limited to eyeglasses, sunglasses, watches, cell phones, etc.

#### **ARTICLE 20 – Holidays**

The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, Good Friday, Labor Day, Independence Day, Memorial Day, Yom Kippur, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Easter Sunday.

Holidays falling on Sundays are observed the following Monday, except for Easter Sunday. Saturday holidays are observed on the preceding Friday. The University will, at its discretion, designate the dates of such holidays on a year-to-year basis.

Consistent with Article 3, the Chief or his designee shall determine the appropriate staffing levels needed to fulfill the operational needs of the Department on any given holiday(s), including Winter Break.

An employee who is scheduled to work and works on Martin Luther King Day, Good Friday, Labor Day, Independence Day, Memorial Day, Yom Kippur, Thanksgiving Day, Day after Thanksgiving, or Easter Sunday and who actually works his last scheduled workday before and first scheduled workday after the date observed as the holiday will receive his regular rate of pay for all such hours worked and one compensation day, to be used within the fiscal year and scheduled subject to the Chief's approval.

An employee who is not required to work on a day observed as a holiday shall not be paid for that day.

#### Christmas Day and New Year's Day

An employee who is scheduled to work and works on Christmas Day or New Year's Day and who actually works his last scheduled workday before and first scheduled workday after the date observed as the holiday shall be paid one and one-half (1.5) times his straight-time rate of pay for all such hours worked and will receive one compensation day, to be used within the fiscal year and scheduled subject to the Chief's approval.

An employee who does not work on Christmas Day or New Year's Day will receive eight (8) hours of pay at his regular rate.

#### Winter Break

During the University's Winter Break (other than Christmas Day and New Year's Day which are subject to the provisions above), an employee who is scheduled to work and

works shall be paid one and one-half (1.5) times his straight-time rate of pay for all such hours worked.

Where the Chief or his designee opt to reduce staffing levels over Winter Break, departmental seniority shall prevail in the selection of which scheduled employees will be instructed not to report to work as scheduled. An employee is scheduled to work during Winter Break, but who is instructed not to report to work due to a decision by the Chief or his designee regarding staffing levels, will receive eight (8) hours of pay at his regular rate.

**ARTICLE 21 – Vacation**

Vacation is determined by the number of years of continuous service an employee has completed as of June 30 in the immediately preceding fiscal year in which vacation is to be taken, in accordance with the following chart:

	Full-Time (2,080 hours)
1 month	7
2 months	13
3 months	20
4 months	27
5 months	33
6 months	40
7 months	47
8 months	53
9 months	60
10 months	67
11 months	73
12-24 months	80
2 years	88
3 years	96
4 years	104
5 years	112
6 years	120
7 years	128
8 years	136
9 years	144
10+ years	160
20+ years	168

Full service must be completed prior to movement to the next bracket by 6/30.

An employee earns vacation monthly and is awarded vacation annually at the beginning of the fiscal year (July 1).

An employee earns vacation for the first year of employment beginning on his date of hire on a prorated basis using full months of service as of June 30th. An employee does not earn vacation for partial months or partial years of service.

An employee must take his earned vacation by the following June 30 or it will be forfeited. There will be no carry-over of unused vacation time into the new fiscal year.

Probationary employees cannot use earned vacation during their probationary period.

An employee will be paid for earned but unused vacation upon termination of employment. Probationary employees will not be paid out for vacation.

Vacation will not be paid in advance, but only on regular University paydays in accordance with the University's regular payroll practices.

An employee shall be compensated for vacation at his straight-time rate of pay at the time he takes his vacation.

#### VACATION SCHEDULING

1. After the annual shift bidding process is completed, the vacation scheduling process will begin. The vacation process will begin on March 1st of each calendar year for vacation that will be taken in the new fiscal year (July 1 to June 30).
2. Departmental squad seniority shall prevail in the selection of vacation periods.
3. Each squad will have its own fiscal year calendar indicating the available vacation weeks for the fiscal year.
4. Each squad vacation calendar will be posted inside the public safety department for officer access and viewing.
5. Each squad vacation calendar will have two available vacation slots for each calendar day.
6. Round 1: Officers by squad seniority may select their desired vacation day(s) not to exceed 10 consecutive working days. Officers will initial the calendar day(s) they desire to take as vacation.
7. Round 2: After each officer on a particular squad has selected their first round of vacation time, officers on that squad will begin the process by seniority again, selecting no more than five consecutive days as vacation time off. This process will complete two rounds of vacation picks, per officer, per squad.

8. Officers may use any accrued Paid Time Off (PTO), such as Personal Days and Comp. days off, in conjunction with vacation time. For example, officers may elect to use three vacation days and two personal days in combination to equal one week.
9. Once an officer indicates their desired vacation time on the squad calendar, these days selected are automatically approved.
10. Officers are required to keep track of their accrued vacation and other PTO hours in order not to sign for vacation time that they do not have.
11. The Administrative Sergeant will update the officers Telestaff schedule reflecting their selected vacation time.
12. It is the officer's responsibility to monitor their squad's vacation calendar progress, so they know when they are next in line to sign for their vacation.
13. Officers will be required to sign their vacation selections within 24 hours of their turn becoming available. This will ensure that the continuity of the selection process.
14. Officers may elect to have a proxy officer sign their vacation selection(s) in the event that the officer is not unable to sign for themselves.
15. After the second round of the vacation process concludes, officers that have additional vacation/PTO hours left may use those hours at any time they choose pending approval by the Chief or his designee, which approval shall not be unreasonable withheld. Officers will submit a time off request form for this purpose.
16. The department acknowledges that there may be unforeseen circumstances or life events that will require officers to modify, extend, or add vacation selection time after the selection process has concluded. Requests to modify, extend, or add vacation time will be granted on a case by case basis, taking into consideration both the needs of the employee and the department.
17. The department acknowledges that there may be unforeseen circumstances that will require officers to cancel some or all of their selected vacation time. Cancellations may be done at any time by the officer. Vacation time should then be rescheduled to ensure no time is forfeited.
18. The department reserves the right to restrict certain calendar days from vacation selection based on the staffing needs of the department. Some examples include, but are not limited to, move-in, move-out and graduations.
19. Probationary employees shall not take part in the vacation bidding process. Instead, at any time after the successful completion of probation, such employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date in their first year of employment, subject to the approval of the Chief.



## **ARTICLE 22 – Personal Days**

Each 52-week post-probationary employee will be eligible for three (3) personal days off with pay per fiscal year, except that employees hired after December 31 will be eligible for only one personal day off during that first fiscal year.

A request to use a personal day must be made in writing and at least three (3) days in advance and approved by the Chief or his designee. The University may, in its sole discretion, decide to waive the three (3) day advance notice requirement and accept a shorter notice period; however, its decision shall not be subject to the grievance and arbitration articles of this Agreement.

Personal days may not be taken immediately before or immediately after a holiday or sick leave.

An employee must take his personal days by the following June 30 or they will be forfeited.

Employees are also eligible to earn a Wellness Day in accordance with University policy.

## **ARTICLE 23 – Conflict of Interest**

Any outside employment must be approved by the University.

Employees may not hold outside jobs that interfere with the performance of their job with the University. All employees will be judged by the same performance standards and will be subject to the University's scheduling demands, regardless of any existing outside work requirements.

If the University determines that an employee's outside work interferes with performance or the ability to meet the requirements of the University as they are modified from time to time, the employee will be required to terminate the outside employment if asked to do so by the University.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the University that is in any way related to the work employee does for the University.

## **ARTICLE 24 – Non-Discrimination**

The University and the Union agree that, except in the case of a bona fide occupational qualification, neither will discriminate against any individual in respect of hire, tenure of employment or any term or condition of employment because of the individual's Union membership, race, color, religion, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, mental, or physical disability, including, but not limited to, blindness, gender expression or identity,

or other protected status under state, federal or local laws. The University maintains the right to provide reasonable accommodations to individuals with disabilities who are otherwise qualified to perform the essential functions of their position in accordance with applicable law.

The parties acknowledge that a grievance may be filed for an alleged violation of this Article 24. The right to file such grievance is granted to help ensure a more timely resolution of employment concerns. If an Employee elects to file with an administrative agency or court of law rather than resort to the grievance process under the Agreement, the Employee involved and the Union under this Agreement shall sign a written waiver of the right to file the same or related complaint utilizing the grievance or arbitration process outlined in this Agreement. Failure to sign a waiver shall make the grievance null and void.

**ARTICLE 25 – Wages**

An employee shall be paid at the straight-time rate of pay for his designated job for all time for which the employee is entitled to compensation pursuant to this Agreement.

Rates for PSOs will be as follows:

Hiring Rate	15.00
1 <sup>st</sup> July 1 after hire	15.50
2 <sup>nd</sup> July 1 after hire	15.85
3 <sup>rd</sup> July 1 after hire	17.00
4 <sup>th</sup> July 1 after hire	17.38
5 <sup>th</sup> July 1 after hire	18.00
Cap	21.00

Rates for APSOs will be as follows:

Hiring Rate	21.00
1 <sup>st</sup> July 1 after hire	21.50
2 <sup>nd</sup> July 1 after hire	21.98
3 <sup>rd</sup> July 1 after hire	22.50
4 <sup>th</sup> July 1 after hire	23.01
5 <sup>th</sup> July 1 after hire	23.52
Cap	24.00

On the 6<sup>th</sup> July 1 following hire, and on each July 1 for all subsequent contract years, employees will receive a 2.25%, up to the applicable Cap. Employees whose rate of pay meets or exceeds the Cap will receive a stipend in lieu of a raise to the hourly rate. The stipend will be calculated as follows: 2.25% of the Employee’s expected annual wages, based on 2080 hours for 52-week employees and 1440 hours for AYEes.

In the event that a 2.25% increase would result in an hourly wage greater than provided for above, then the employee will receive the greater increase.

Any employee who transfers for any reason to a lower paid status will be paid at the hiring rate in effect for the lower paid status.

Employees hired before the ratification date of this Agreement will be paid a shift differential of two (2) dollars per hour if they work the evening or midnight shifts. Employees hired on or after the ratification date of this Agreement will be paid a shift differential of forty-five (45) cents per hour if they work the evening or midnight shifts.

In the event of a campus closing, an employee who is scheduled to work and actually works at the closed campus shall be paid one and one-half (1.5) times his straight-time rate of pay. An employee who is not assigned to the closed campus, but who is assigned to the closed campus for four or more consecutive hours, shall be paid one and one-half (1.5) times his straight-time rate of pay. For the purposes of this provision, the Mount Carmel Campus and the York Hill Campus will be considered as a single campus and North Haven will be considered a single campus.

#### **ARTICLE 26 – Overtime**

For all hours worked in excess of forty (40) hours in a workweek and in excess of eight (8) hours per day, an employee shall be paid one and one-half (1.5) times his straight-time rate of pay for that workweek.

Employees may volunteer to work overtime.

The University has the right to mandate overtime including, without limitation, any “order in” directive. Employees on an approved leave pursuant to Article 11 or on a workers’ compensation leave will not be ordered in.

There will be no “pyramiding” of overtime pay with any other form of payment, which, to add clarification, means that for each period of time for which an employee is entitled to compensation at an overtime or premium rate under this Agreement, the employee shall be paid the rate which entitles him to the greatest amount of compensation but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement for that same period of time.

#### **ARTICLE 27 – Union Activities & Visitation**

Authorized representatives of the Union who are not current University employees shall have access to the University’s campuses when necessary to investigate a grievance or to participate in contract negotiations, provided reasonable advance notice of not less than twenty-four (24) hours is given to both the University’s Human Resources department and Chief or his designee. Such authorized representatives will be permitted to park on the University’s campuses during such visits. The Union agrees that during such visits, its representatives shall not interfere with the operations of the Department or the performance of work by any Employee.

The Union may designate, and the University will recognize, not more than two (2) stewards and not more than four (4) Executive Board members to serve as the Union's agents in the representation of bargaining unit employees. The University shall not be required to recognize any employee as a steward or Executive Board member unless the Union has informed the University, in writing, of the employee's name and designation as a steward or Executive Board member.

Stewards and Executive Board members shall not be compensated by the University for performing such duties and shall perform such duties during times when he is not scheduled to work for the University. The University will pay one steward or Executive Board member at the straight-time rate of pay for scheduled work hours lost in his attendance at a meeting convened at Step 3 of the grievance procedure in Article 29, if such steward or Executive Board member is attending the meeting pursuant to the right granted by the provisions in said Step 3.

A steward or Executive Board member shall not engage any bargaining unit employee about union contract matters, union affairs, or grievances while either the ~~shop~~ steward, Executive Board member, or the employee is on working time.

The Union may not utilize the University's e-mail system to distribute correspondence to employees. The Union shall be permitted to use appropriate University rooms, subject to availability, without charge for membership meetings.

#### **ARTICLE 28 – Dues Checkoff**

Upon receipt of a signed authorization, the University shall, every two weeks, deduct such initiation fees and dues as the Union may indicate. This money shall be sent by the 15<sup>th</sup> of the following month to the Union, with a list showing any amounts deducted. A list shall also be sent monthly showing all new employees, their date of hire, and all terminated employees and their date of termination.

The Union will save the University harmless in any such dues deductions and will promptly refund any such dues found to have been erroneously deducted.

#### **ARTICLE 29 – Grievance Procedure**

A grievance is a dispute between an employee and/or the Union and the University involving the interpretation or application of an express provision of this Agreement. Alleged violations of Directives are not subject to the grievance provisions of this Article or arbitration provisions of Article 30.

Step 1- Oral Notice to Immediate Supervisor. Not later than seven (7) calendar days after the event giving rise to the grievance or seven (7) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with his immediate supervisor.

The immediate supervisor shall orally respond to the employee not later than five (5) calendar days thereafter.

Grievances filed by and on behalf of the Union proceed directly to Step 2.

Step 2 - Written Grievance to the Assistant Chief. If the grievance is not settled at Step 1, the employee, not later than ten (10) calendar days after receipt of his supervisor's answer, must submit a written grievance to the Assistant Chief. Not later than ten (10) calendar days after receipt of the grievance, the Assistant Chief, or his designee, shall meet with the employee and one Union representative. The Assistant Chief, or his designee, shall give his written answer to the grievance within ten (10) calendar days after such meeting.

If the grievance is filed by and on behalf of the Union, the Union must submit a written grievance to the Assistant Chief not later than seven (7) calendar days after the Union knew or should have known about the event giving rise to the grievance, whichever is later. Not later than ten (10) calendar days after receipt of the grievance, the Assistant Chief, or his designee, shall meet with the Union representative. The Assistant Chief, or his designee, shall give his written answer to the grievance within ten (10) calendar days after such meeting.

Step 3 - Written Appeal to the Chief. If the grievance is not settled at Step 2, the employee, not later than seven (7) calendar days after receipt of the Assistant Chief's written answer at Step 2, may file a written appeal of that answer to the Chief. Not later than ten (10) calendar days after receipt of the written appeal, the Chief, or his designee, shall meet with the employee and one Union representative. The Chief, or his designee, shall give his written answer to the grievance within ten (10) calendar days after such meeting, which answer shall be final and binding on the employee, the Union and the University unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 30 of this Agreement.

If a grievance filed by and on behalf of the Union is not settled at Step 2, the Union, not later than five (5) calendar days after receipt of the Assistant Chief's written answer at Step 2, may file a written appeal of that answer to the Chief. Not later than ten (10) calendar days after receipt of the written appeal, the Chief, or his designee, shall meet with the Union representative. The Chief, or his designee, shall give his written answer to the grievance within ten (10) calendar days after such meeting, which answer shall be final and binding on the Union and the University unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 30 of this Agreement.

All grievances submitted at Step 2 shall set forth: the facts giving rise to the grievance including but not limited to the date of the incident giving rise to the grievance and the names of individuals who witnessed the incident, the provision(s) of the Agreement, if any, alleged to have been violated, the name(s) of the alleged aggrieved employee(s) and the remedy sought. All grievances at Step 2 and appeals at Step 3 shall be signed and dated by the alleged aggrieved employee if the grievance concerns the alleged aggrieved

employee or by a Union representative if the grievance is filed on behalf of the Union. All written answers submitted by the University shall be signed and dated by the appropriate University representative.

The time limitations set forth in this Article 29 are of the essence of this Agreement. No grievance shall be accepted by the University unless it is submitted or appealed within the time limits set forth in Article 29. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the University's Step 2 answer. If the University fails to answer within the time limits set forth in Article 29, the grievance shall automatically proceed to the next step.

Legal counsel is not permitted at any step of the grievance process.

### **ARTICLE 30 – Arbitration**

Any grievance that has been properly and timely processed through the grievance procedure set forth in Article 29 of this Agreement and that has not been settled at the conclusion thereof may be appealed to arbitration by the Union serving the University with a copy of its written notice to the American Arbitration Association (“AAA”) or the American Dispute Resolution Center, Inc. (“ADR Center”) of its appeal within thirty (30) calendar days of the date of the Chief's written answer in Step Three set forth in Article 29.

Selection of an arbitrator and the arbitration hearing process shall be conducted in accordance with the AAA's Labor Voluntary Arbitration Rules or the ADR Center's Rules of Labor Arbitration as applicable.

Notwithstanding the above two paragraphs, by mutual consent the parties may agree on the selection of an arbitrator without resort to the AAA or the ADR Center.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation or application of the express provision(s) of this Agreement at issue between the Union and the University. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; or to establish or alter any wage rate or wage structure. In grievances involving the discipline or discharge of an employee, the arbitrator's jurisdiction and authority shall be limited to deciding whether the employee committed the offense for which the discipline or discharge was imposed, and whether the level of discipline imposed was appropriate under the circumstances. The arbitrator shall have the authority to decide on a remedy that includes back pay and benefits. The arbitrator shall not hear or decide more than one (1) grievance during an arbitration hearing without the mutual consent of the University and the Union. If the University asserts that a grievance is not arbitrable because of a failure to comply with the procedural requirements of this Article 29 or Article 30 of this Agreement, the arbitrator's jurisdiction and authority shall be limited to hearing and deciding the issue of procedural arbitrability and he shall have no authority or jurisdiction

to receive evidence relating to the substantive merits of the grievance. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the University.

The fee of the AAA or ADR Center and the fees and expenses of the arbitrator shall be shared equally by the University and the Union; otherwise each party shall bear its own arbitration expense. The party requesting and receiving an arbitration hearing postponement shall be responsible for the cost of the postponement established by the AAA or ADR Center.

The University and the Union agree that the University may file a grievance and arbitrate the grievance under Articles 29 and 30, and the language of Articles 29 and 30 shall be applied to permit the University to do so.

In the event this Agreement expires and is not extended by written agreement of the parties, arbitration shall not be available based upon any grievance that occurred after such expiration unless the parties agree in writing to arbitration of a particular grievance.

Legal counsel is permitted in arbitration proceedings under this Article.

Stenographic records of the arbitration proceedings will be handled in accordance with the rules of the AAA or ADR Center.

### **ARTICLE 31 – Academic Year Employees**

All of the terms of this Agreement apply to AYEs except as modified in this Article 31.

AYEs are not scheduled to work Thanksgiving week, spring break, students' winter break and summer break, but may be called in to work on a voluntary basis by the Chief or his designee.

#### VACATION

Vacation is determined by the number of years of continuous service an employee has completed as of June 30 in the immediately preceding fiscal year in which vacation is to be taken, in accordance with the following chart:

	Academic Year (1440 hours)
1 month	5
2 months	9
3 months	14
4 months	19
5 months	23

6 months	28
7 months	33
8 months	37
9 months	42
10 months	47
11 months	51
12-24 months	56
2 years	62
3 years	67
4 years	73
5 years	78
6 years	84
7 years	90
8 years	95
9 years	101
10+ years	112
20+ years	118

Up to 5 days (or prorated equivalent) must be used during scheduled time; earned time more than 5 days and up to the annual allotment must be requested during the following periods: Thanksgiving week, students' winter break, and/or spring break.

Accrued vacation days must be taken by the end of the academic year (last day of move out) or they will be forfeited.

**PROBATIONARY PERIOD**

As provided for in Article 2, AYEs shall be considered probationary employees until they have completed 6 months of employment. The six months will be measured in weekly increments. Any week when an AYE is not scheduled to work will not count towards the AYE's 6 months of probation. The University retains the right to extend probation as provided for in Article 2.

**SICK TIME**

Sick time will be prorated based on the proportional equivalent to the employee allotment; for example, FT, 12-month staff earn 96 hours of sick time. Staff working FT, 36 weeks would earn 67 hours (approx. 70%).

**PERSONAL DAYS**

AYEs are not entitled to personal days.

**ARTICLE 32 – Savings Clause**



If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and, notwithstanding the provisions of Article 39, the University and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law. Neither party shall be required to meet with the other party for the purpose of negotiating a replacement clause after sixty (60) days has expired since the issuance of the decision or order of the court or administrative body adjudging a clause in conflict with law, provided that each party is provided with notice of the decision or order. Neither the parties' failure to reach an agreement on a replacement clause nor the invalidity or unenforceability of the clause adjudged to be in conflict with law shall impair or affect any other term or provision of this Agreement.

### **ARTICLE 33 – Collective Bargaining**

During the negotiations resulting in this Agreement, the University and the Union each had unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking and agreement of the University and the Union, after exercise of the right and opportunity, and finally determines all matters of collective bargaining for its term.

Unless expressly set forth in this Agreement, regardless of whether matters of collective bargaining (a) are specifically referred to in this Agreement; (b) were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) were within the contemplation or knowledge of the University or Union during the negotiations which resulted in this Agreement, each party hereto expressly waives the right to require the other party to bargain collectively over such matters.

Any changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing, entitled "Amendment to the Collective Bargaining Agreement of Quinnipiac University with the PSOA," dated and executed by the Chief of the Department of Public Safety or his designee, General Counsel and Vice President for Human Resources or her designee, and the Union.

### **ARTICLE 34 – Job Classifications**

Employees shall be classified into the following job classifications:

- a. Public Safety Officer
- b. Armed Public Safety Officer
- c. Dispatcher

The University will maintain Position Descriptions describing the duties and qualifications of each classification. The University reserves the right to change the Position Descriptions, consistent with Article 3.

#### **ARTICLE 35 – Staffing**

The University may use contractors, students and supervisors to perform work that bargaining unit employees perform and are capable of performing to the extent that it does not result in a reduction of the number of bargaining unit employees.

The University will not use contractors to diminish the overtime opportunities available to the bargaining unit. It is understood, however, that the University may make such arrangements as are necessary to perform work which is not normally expected, is not normally staffed for, or is not ongoing in nature.

#### **ARTICLE 36 – Training**

The Public Safety Department will provide training during working time. Employees will be notified accordingly.

Employees serving as Field Training Officers will receive one (1) hour of overtime per shift spent training new employees.

The University will be responsible for providing training as required by Conn. Gen Stat. § 29-161q for PSOs and APSOs, and Conn. Gen. Stat. § 29-161z and §29-28 for APSOs at no cost to the employee. However, the employee will be responsible for any fees associated with obtaining or maintaining a license, permit, or certification from the State of Connecticut.

#### **ARTICLE 37 – Discipline**

The University shall have the right to reprimand, suspend, discharge or otherwise discipline employees for just cause. When practical and appropriate, discipline will be progressive in nature. The University retains the right to combine steps, omit steps or bypass progressive discipline entirely, depending upon the facts of each situation and the nature of the offense.

Prior to administering discipline for misconduct, the University will conduct an investigation. The Chief or his designee may request that an employee immediately submit to the Chief a written statement, signed and dated by the employee, which details his position on the facts and circumstances that are the subject of the investigation. The University will then conduct an investigatory interview with the employee at a time and location set by the Chief. The written statement will not be a substitute for the employee's full participation in any investigatory interview. The employee may request that a union representative be present for the investigatory interview in the event the investigatory interview might lead to the employee being disciplined.

The Chief may place the employee on paid investigative leave at any point during the investigation.

Failure of an employee to participate fully in a disciplinary investigation will be just cause for discipline up to and including discharge, without regard to whether or not the employee is the subject of the disciplinary investigation.

#### **ARTICLE 38 – Attendance**

The parties agree that excessive absenteeism creates a burden on the University and its employees.

In recognition of this fact, the University and the Union agree that excessive absenteeism, which may consist of patterned absenteeism, unexcused occurrences of absences, excessive occurrences or individual days of absence, may lead to discipline.

The University and the Union also agree that absences authorized under this Agreement, i.e. absences covered under the federal and Connecticut FMLAs, workers' compensation days, sick days authorized by a physician or other appropriate healthcare provider, will not be included in the determination of excessive absenteeism.

Prior to any formal discipline, the parties will meet with the employee when the University believes an employee has excessive absenteeism in order to provide the employee with the opportunity to correct the excessive absenteeism issue. The employee's complete absence history will be taken into consideration by the University in determining whether discipline should be administered and at what level.

In the event of a dispute, the matter shall be subject to the grievance procedure.

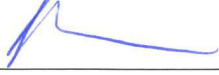
#### **ARTICLE 39 – Duration**

This Agreement shall become effective immediately upon ratification, and shall continue in full force and effect through midnight, June 30, 2023, when it shall terminate.

If either party desires to negotiate a modification to this Agreement, such party shall give the other party written notice to that effect not less than sixty (60) calendar days nor more than ninety (90) days prior to the Agreement's expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day.

PUBLIC SAFETY OFFICERS  
ASSOCIATION

By: 

Christopher Ganzer  
President

Date: 03/24/2021

By: 

Michael Romano  
Vice-President

Date: 3/24/2021

QUINNIPIAC UNIVERSITY

By: 


Elicia Pegues Spearman  
General Counsel and Vice President for  
Human Resources

Date: 3/24/21

By: 

Anna Spragg  
Associate Vice President for Human  
Resources & Total Rewards

Date: 3/24/21

By: 

Stephanie Mathews  
Employee & Labor Relations Associate

Date: 3/24/21

By: 

Don DiStefano  
Interim Chief, Department of Public  
Safety


Date: 3/24/21

**Memorandum of Understanding between Quinnipiac University and the Quinnipiac  
University Public Safety Officers Association**

The following shall apply upon ratification of the collective bargaining agreement by and between Quinnipiac University and the Public Safety Officers Association. Pursuant to Article 36, each employee is responsible for any fees associated with obtaining or maintaining a license, permit, or certification from the State of Connecticut.

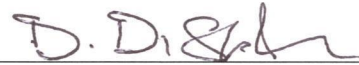
Notwithstanding the terms of Article 36, on a one-time basis, the University will pay the application fees for those Public Safety Officers who do not, as of the date of ratification of the Collective Bargaining Agreement, hold a Security Officer Certification Identification Card pursuant to Conn. Gen Stat. § 29-161q.

PUBLIC SAFETY OFFICERS  
ASSOCIATION

By:   
\_\_\_\_\_  
Christopher Ganzer  
President

Date: 03/24/21

QUINNIPIAC UNIVERSITY

By:   
\_\_\_\_\_  
Don DiStefano  
Interim Chief, Department of Public  
Safety

Date: 3/24/21