

Agreement Between  
PRINCETON UNIVERSITY

And

INTERNATIONAL UNION, SECURITY,  
POLICE AND FIRE PROFESSIONALS  
OF AMERICA

JULY 1, 2007–JUNE 30, 2012

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## **PREAMBLE**

The parties to this Agreement are the Trustees of Princeton University, a corporation of the State of New Jersey, having its principal office in the County of Mercer and the State of New Jersey (“University”) and the International Union, Security, Police and Fire Professionals of America (SPFPA) having its principal office in the county of Roseville and the state of

Michigan, and a local office located at 71 East Cherry Street Suite 5b, Rahway, New Jersey 07065.

## **ARTICLE 1 RECOGNITION**

**Section 1.1—Recognition of SPFPA.** The University does hereby recognize SPFPA as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, benefits, hours of employment, other terms and conditions of employment for the term of this Agreement for all employees of the University included in the bargaining unit.

**Section 1.2—Definition of Employees.** Whenever used in this Agreement, the term employees shall mean all full-time and regular part-time Traffic and Parking Control Officers, Campus Access Officers, Patrol Officers, and Communications Officers employed by the University in its Department of Public Safety, Museum Security Officers employed in the Art Museum, and Library Security Officers employed in the Firestone Library, as certified in NLRB Case No. 22-RC-10772 but excluding all office clerical employees, managerial employees, security officers from and above the rank of sergeant, the Security Supervisor at the Art Museum, the Security Supervisors at the Firestone Library, casuals, all other supervisors as defined in the Act and all other employees.

**Section 1.3—Definition of Probationary Employee.**

(a) An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be in “probationary” status. Employees in a probationary status may be disciplined or discharged without recourse to the grievance procedure.

(b) The period of probationary status for employees hired into Art Museum and Library positions will be ninety (90) calendar days.

(c) For purposes of Department accreditation, the probationary period for Public Safety employees will be a period of six (6) months from the date of hire. Upon successful completion of the probationary period, which must include completion of specified recruit training and the Department's Field Training and Evaluation Program, the employee's seniority shall date retroactively to the most recent date of employment.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 2.1—Retention of Managerial Prerogatives.** Unless specifically limited by express language of this Agreement, the University retains all of the power, rights, functions and responsibilities and authority to carry out its educational mission, to undertake all related supporting functions and direct its employees. Unless specifically limited by express language of this Agreement, the rights reserved to and retained by the University but by no means wholly inclusive, are the right to hire; to assign duties to the work force; to temporarily assign or transfer employees to other classifications as operations may require; to determine the number of and type of employees required including part-time, per diem and temporary employees; to introduce new or improved methods, machinery or facilities regardless of whether or not the same cause a reduction in the working force; to subcontract any work; to determine all staffing and utilization issues; to schedule employees in accordance with the University's determinations regarding staffing and utilization; to determine or change the starting and quitting time and the number of hours to be worked; to promulgate rules and regulations; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer Employees to other departments or shifts as operations may require; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

**Section 2.2—SPFPA Information to Management.** SPFPA will provide University management with a list of local union officers and representatives and will update the list whenever there are changes.

### **ARTICLE 3 SPFPA RIGHTS**

**Section 3.1—Space for SPFPA Meetings.** The University shall provide adequate meeting space for SPFPA general membership meetings, subject to availability. Where providing such space requires additional labor costs to the University, such additional labor costs shall be borne by SPFPA.

**Section 3.2—SPFPA Right to Information.**

- (a) The University shall provide the SPFPA President on a monthly basis a report by department (Public Safety, Firestone Library, Art Museum) of all hires, promotions or transfers into the bargaining unit, reclassifications, terminations, leaves of absence in excess of thirty calendar days duration, and temporary disabilities in excess of eight calendar days within the bargaining unit. Such reports shall include the employee's name and date of appointment, termination, first and/or last day of leave.
  - (b) An employee shall be allowed to review his/her University personnel file in accordance with University procedures for such review. An employee, upon written request, may receive a copy of any item in such file. An employee may comment on the most recent annual performance evaluation in his/her file, and such written comments shall be attached to the particular appraisal.
  - (c) Representatives of SPFPA may have access to the University campus during working hours to meet with

members of the bargaining unit as required to enable them to ensure that this Agreement is being properly administered, provided that a representative of SPFPA has obtained prior permission for such access, and for the timing and location of such meeting, from the University's Director of Employee and Labor Relations, Director of Public Safety, Library Access Officer or Security Manager of the Art Museum (which shall not unreasonably be withheld), and further provided that any such meeting shall not interfere with the performance of assigned duties by any member of the bargaining unit.

**Section 3.3 —SPFPA Bulletin Board Space.** The University shall allow the SPFPA to post official union notices on bulletin boards in designated work areas mutually agreed upon by SPFPA and the University. The areas of bulletin boards agreed upon for SPFPA use shall be used and maintained by SPFPA. Official SPFPA notices shall include notices of meetings, elections, seminars, program information, training programs, and SPFPA activities. SPFPA material posted on such bulletin board space shall not contain anything derogatory to the University or any of its employees, or to any labor organization. SPFPA assumes responsibility for complete compliance with the provisions herein contained. If the University objects to any posted material as not being in compliance with this section, it shall inform a SPFPA Representative, who shall remove the notice(s) in question.

**Section 3.4 —Union Meetings.** The University will allow employees to attend official Union meetings while working shift so long as the shift supervisor gives approval. A shift supervisor will not deny or withhold such reasonable request without justification based on operational needs.

**Section 3.5 —Union use of University Resources.** The University will allow employees access to computers, email and internet services for the purpose of Union business. The use of these resources must comply with the University Information Technology Resources and Internet Access Guidelines for Use. All bargaining unit employees will sign off on

a document stating their understanding of these policies and each department will keep a copy of the document on file.

## **ARTICLE 4 NO STRIKES OR LOCKOUTS**

**Section 4.1—No Strikes.** In consideration of the University's commitment as set forth in Section 4.2 of this Agreement, SPFPA, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, 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, where such a 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 8 and 9 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 SPFPA; or (d) involves a matter which was within the knowledge or the contemplation of the University and SPFPA at the time this Agreement was negotiated or executed.

**Section 4.2—No Lockouts.** In consideration of SPFPA's commitment as set forth in Section 4.1 of this Agreement, the University shall not lock out employees.

**Section 4.3—Discipline for Violation of Section 4.1.** The failure or refusal on the part of any employee to comply with the provisions of Section 4.1 of this Agreement shall be cause for immediate discipline, including discharge. The University will notify SPFPA of any violation of Section 4.1, and such SPFPA officers and representatives will immediately take actions reasonably calculated to end the violation. The failure or refusal by a SPFPA officer or representative to comply with the

provisions of Section 4.1 of this Agreement, or the preceding sentence, constitutes leading and instigating a violation of said Section 4.1, it being specifically agreed that SPFPA officers and representatives, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 4.1 of this Agreement by reporting to work and performing work as scheduled and/ or required by the University.

## **ARTICLE 5 UNION SECURITY**

**Section 5.1—Union Security Clause.** All Employees as defined in Section 1.2 above who were hired after December 1, 1993, shall become members of SPFPA no later than the thirty-first (31st) calendar day following the beginning of such employment and thereafter maintain their membership in SPFPA in good standing as a condition of continued employment. All Employees as defined in Section 1.2 above who were employed prior to December 1, 1993 and were members of SPFPA as of December 1, 1993, shall maintain their membership in good standing as a condition of continued employment during the term of this agreement. Employees as defined in Section 1.2 above who were employed prior to December 1, 1993, who were not members of SPFPA as of that date are free to join or not join SPFPA.

### **Section 5.2—Discharge of Employee for Failure to Comply with Section 5.1.**

SPFPA may demand the discharge of any employee who, on any tender date specified in Section 5.1, fails to comply with the provisions of that Section, by serving written notice thereof on the University not later than ten (10) calendar days after such tender date, if, prior to such tender date, SPFPA has notified the employee of the exact amount of the financial obligation due to SPFPA. As soon as the University has verified that the employee specified in such written notice has failed to comply with the provisions of Section 5.1, and that the discharge of the employee would not otherwise be unlawful, the

University shall discharge the employee.

## **ARTICLE 6 CHECKOFF**

**Section 6.1—Checkoff.** Upon receipt by the University of a checkoff authorization dated and executed by an employee, the University shall deduct from the wages owed such employee for the first two (2) payroll periods in each calendar month following receipt of such checkoff authorization, until such checkoff authorization is revoked by the employee in accordance with the terms thereof, SPFPA's membership dues for the month in which such deduction is made. The University will forward the monies so deducted to the Treasurer of SPFPA not later than the fifteenth (15th) day of the calendar month following the calendar month in which deductions are made. The University shall deduct from an employee's wages that amount of money which the Treasurer of SPFPA has certified to the University, in writing, is the amount of dues properly established by SPFPA in accordance with the applicable law and SPFPA's Constitution and bylaws, required of all employees as a condition of acquiring or retaining membership in SPFPA. If, for any payroll period in which the University is obligated to make deductions pursuant to this Section 6.1, the wages owed an employee (after deductions mandated by the governmental body) are less than the amount of money which the employee has authorized the University to deduct pursuant to this Section 6.1, the University shall make no deductions from wages owed the employee for the payroll period and shall make no deductions, which would have been made from wages owed the employee for that particular payroll period, from wages owed the employee for any future payroll period.

**Section 6.2 —Indemnification of University.** SPFPA shall indemnify, and save the University harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reason of actions taken or not taken by the University pursuant to this Article 6.

## **ARTICLE 7 DISCIPLINE AND DISCHARGE**

**Section 7.1—Just Cause Standard.** The University shall not discipline, suspend or discharge non-probationary employees except for just cause.

**Section 7.2.**—The normal disciplinary procedure for employees who have completed their probationary period shall be oral warning, written warning, suspension and discharge. However, in the event of an infraction on the part of the employee(s) which the University considers significant, the University may begin the discipline at any step of the disciplinary procedure including discharge. A significant infraction refers to infractions listed in the Departmental Code of Conduct which is distributed to each employee.

**Section 7.3—Consideration of Prior Disciplinary Action.** In determining the appropriateness of the discipline or discharge of an employee under this Agreement, the University will not consider any disciplinary suspension, warning or other disciplinary action which occurred more than eighteen (18) months before the event for which discipline is to be imposed unless it is one of the steps in an ongoing progressive disciplinary process.

**Section 7.4—Representation at Disciplinary Meetings.** As required by labor law a union representative will be present in any investigatory meeting which may result in disciplinary action against an employee. The University and the Union also agree that in most circumstances it is in the best interest of both parties to include a union representative in meetings when discipline will be communicated to an employee(s). If requested by the employee the supervisor will arrange for representation unless circumstances require immediate action.

**Section 7.5—Appeal of Performance Ratings.** Each year each employee will receive a performance review from the supervisor. If the employee believes the review does not reflect his/her performance, the employee may attach a written rebuttal to the appraisal document, and the employee may request a meeting with the supervisor and a Union representative to discuss this review. The employee should sign the review as acknowledgment that the employee received the review.

If the employee is still dissatisfied with the review, the employee may appeal to the department head designee. The review will be discussed with that individual, the supervisor, a representative of the Office of Human Resources and the Union representative. The outcome of this meeting will settle the matter. A final written decision from the reviewing department head shall be forwarded to the employee, the Union and the Director of Labor Relations.

The appeal process should be initiated within fifteen (15) working days of the employee's review.

**Section 7.6—Suspension Pending Investigation.** When an employee is suspended pending an investigation, the employee shall be given, within a reasonable time after the suspension takes place, but in no event more than one (1) work week after the suspension is effective, a brief written statement (copy to SPFPA) setting forth the reasons for the suspension. This written statement shall not limit the University's right or SPFPA's right to use additional or supplemental information not contained in the initial statement in determining the appropriate disciplinary action to be taken.

**Section 7.7—Consideration of Filed Complaints.** Generally when a complaint is serious enough to warrant investigation of an employee's actions and may result in an immediate reprimand, the employee will be given any pertinent information required to respond to the complaint. In specific circumstances University management reserves the right to make

judgements in matters of confidentiality.

SPFPA has the right to challenge the authenticity of any such complaint if the anonymity of the complainant can reasonably be said to restrict the ability of the employee to respond effectively.

**Section 7.8—Notice to SPFPA.** The Chief Steward of SPFPA will be furnished with a copy of all written disciplinary warnings issued to a member of the bargaining unit and the Chief Steward and SPFPA will be informed of the reasons for the suspension or discharge of any member of the bargaining unit.

## **ARTICLE 8 GRIEVANCES**

**Section 8.1—Definition of a Grievance.** A dispute arising out of the interpretation or application or claimed violation of any provision of this Agreement, or a dispute involving discipline or discharge of an employee, shall be defined as a grievance.

### **Section 8.2—Grievance Procedure.**

(a) **Step 1—Oral Notice to Immediate Supervisor.** Not later than ten (10) workdays after (1) the event giving rise to the grievance, or (2) the date on which the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee, with his SPFPA Representative unless specifically waived by the employee, must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee

not later than five (5) workdays thereafter. An employee shall take up a grievance regarding suspension or discharge at Step 2.

(b) **Step 2—Written Grievance Appeal to Department.** If the grievance is not settled at Step 1, the employee or SPFPA shall reduce the grievance to writing and present it to the Director of Public Safety, the University Librarian or Associate Director of the Art Museum or their designees within ten (10) workdays after receipt of the immediate supervisor's oral answer at Step 1. The grievance shall be discussed among the employee, SPFPA Representative or his designee, the supervisor and the Director of Public Safety, University Librarian or Associate Director of the Art Museum or their designees. A written answer to the grievance shall be given to SPFPA by the Director of Public Safety, University Librarian or Associate Director of the Art Museum or their designees within ten (10) workdays of such discussion.

(c) **Step 3—Written Appeal to the Director of Employee and Labor Relations.** If the grievance is not settled at Step 2, SPFPA shall, within ten (10) workdays following the date of the written answer of the Director of Public Safety, University Librarian or Associate Director of the Art Museum or their designees, request in writing a discussion of the grievance with the University's Director of Employee and Labor Relations or his designee. The grievance shall be discussed by the SPFPA Representative or designee, and the employee and the University's Director of Employee and Labor Relations or his designee at a mutually agreeable time and place but not later than five (5) workdays after the request for discussion. A written answer to the grievance shall be given to SPFPA by the Director of Employee and Labor Relations or his designee within ten (10) workdays after such meeting. Such answer shall be final and binding on the employee, SPFPA and the University unless it is timely appealed to arbitration in accord with the procedures set forth in Article 9 of this Agreement.

**Section 8.3—Written Presentation.** All grievances presented at Step 2 of the procedure set forth in Section 8.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the name of the aggrieved employee(s); and the remedy sought. All grievances at Step 2 and appeals at Step 3 of

the procedure set forth in Section 8.2 of this Agreement shall be signed and dated by the aggrieved employee and/or his SPFPA representative. All written answers submitted by the University shall be signed and dated by the appropriate University representative.

**Section 8.4—Recognition of SPFPA Representatives.** SPFPA may designate and the University will recognize one representative each from the Art Museum and the Firestone Library, and one representative from each of the three shifts in the Department of Public Safety. SPFPA may designate one (1) additional steward from the Department of Public Safety. One of these six representatives will serve as Chief Steward and shall represent employees in the presentation and settlement of grievances. With the prior permission of the appropriate supervisor, the Chief Steward may, for a reasonable period of time, meet with the employee during working hours on the University's premises, to investigate a grievance requiring immediate action.

**Section 8.5—SPFPA Grievances.** SPFPA shall have the right to file and process a grievance on its own behalf or that of members of the bargaining unit.

**Section 8.6—Time Limitations.** The time limitations set forth in this Article 8 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 Section 8.2 of this Agreement, unless the parties agree to extend the time limitations. 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 Section 8.2 of this Agreement at Steps 1 or 2, the grievance shall automatically proceed to the next step.

**Section 8.7—Exclusivity of Grievance Procedure.** The grievance procedure in this Article 8 shall be the sole and exclusive remedy available to an employee or SPFPA for resolving disputes arising under this Agreement, except in cases of alleged sexual harassment where the University's policies and procedures for faculty and staff shall apply to employees covered by this collective bargaining agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be deemed to be the sole remedy elected by the employee or SPFPA, and a grievance under this Agreement shall no longer exist, unless an official order by the governmental board or agency directs to the contrary.

## **ARTICLE 9 ARBITRATION**

**Section 9.1—Appeal Procedure.** Any grievance, as defined in Section 8.1 of this Agreement, which has been properly processed through the grievance procedure set forth in Article 8 of this Agreement and which has not been settled by the conclusion thereof, may be appealed to arbitration by SPFPA by serving the University's Director of Employee and Labor Relations with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 9.1 within thirty (30) calendar days after receipt of the written answer of the University at Step 3 of the grievance procedure set forth in Article 8 of this Agreement shall constitute a waiver of SPFPA's right to appeal to arbitration, and the written answer of the University at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the University and SPFPA.

**Section 9.2—Selection of Arbitrator.** Not later than ten (10) calendar days after SPFPA serves the University with

written notice of intent to appeal a grievance to arbitration, SPFPA shall request the New Jersey State Board of Mediation (“NJSBM”) to furnish the University and SPFPA, with a list of the arbitrators in accordance with the Voluntary Labor Rules of the NJSBM.

**Section 9.3—Arbitrator’s Jurisdiction.** The jurisdiction and authority of the arbitrator, and his opinion award, shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between SPFPA and the University. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. 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, SPFPA and the University.

**Section 9.4—Fees and Expenses of Arbitration.** The fee of the New Jersey State Board of Mediation and the fees and expenses of the arbitrator shall be shared equally by the University and SPFPA; otherwise each party shall bear its own arbitration expense.

## **ARTICLE 10 SENIORITY**

### **Section 10.1—Definitions**

(a) **Seniority.** University seniority shall mean an employee’s length of continuous service with the University within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the University on or after the employee’s most recent date of hire as a regular employee. If application of the preceding sentence

results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the University's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1.3 of this Agreement, at which time the employee shall possess seniority as defined in this Section 10.1. Seniority shall be applicable only as expressly provided in this Agreement.

(b) **Departmental Seniority.** Departmental Seniority shall be measured by department (Public Safety, Firestone Library or Art Museum), calculating the number of calendar days from the first day the employee actually worked as a regular employee in his/her department; provided, that an employee who is temporarily transferred to a non-bargaining unit position for ninety (90) calendar days or less shall be deemed to have worked continuously in his/her department for the period of temporary transfer.

**Section 10.2—Seniority List.** The University shall provide SPFPA with a current seniority list by department (Public Safety, Firestone Library, Art Museum) every January 1 and July 1.

**Section 10.3—Termination and Seniority.** An employee's University and departmental (Public Safety, Firestone Library, Art Museum) seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- (a) discharge for just cause, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after recall within ten (10) calendar days, or failure to return to work on the date specified for recall if the recall date is greater than ten (10) calendar days, as set forth in the written notice of recall;
- (c) failure to return to work upon expiration of a leave of absence or any approved extension thereof;

(d) failure to report to work for a period of three (3) consecutive scheduled working days without notice to the University of a justifiable reason for such absence;

(e) continuous layoff for a period of twelve (12) months.

(f) acceptance of gainful employment while on leave of absence from the University unless the gainful employment is approved by the University.

**Section 10.4—Bridging of University and Departmental Seniority.** An employee who is terminated from a bargaining unit position as a result of layoff or disability, and who returns within twelve (12) months shall have the employee's seniority bridged after being continuously employed within the bargaining unit for a twelve month (12) period.

Any member of this bargaining unit who leaves the department for more than twelve (12) months will lose department seniority status except in the case where there are employees who are in the probationary status.

Any member of this bargaining unit who terminates to take another University position and is outside of the bargaining unit for more than twelve (12) months will lose department seniority status.

Employees on a temporary assignment and/or transfer outside of the bargaining unit for more than twelve (12) months will lose department seniority status.

In cases of emergency where the Union and University have agreed in writing that the employee will remain in the collective bargaining unit, the employee's Union dues and fees will be suspended, and the employee will keep departmental seniority.

### **Section 10.5—Application of Departmental Seniority.**

(a) **Shift Preference.** The University shall permit employees to bid for vacancies on a shift in accordance with their departmental seniority. The senior employee desiring such vacancy will be assigned to the shift vacancies consistent with his/her stated preference provided, that, the employee possesses the skills, ability and work record to function on the shift requested.

(b) **Temporary Replacement on another Shift.** When an employee on a shift is on an extended leave, the department may consider the request of an employee on another shift to temporarily change shifts. The supervisor's consideration will depend on the effect on the department and operational needs. The supervisor will give the employee the reason for denial of a request. If two or more employees make the same request, and the department is able to grant either employee the request, the employee with greater departmental seniority will be given preference.

(c) **Temporary Assignments to Acting Supervisor.** In selecting members of the Bargaining Unit for temporary assignments as Acting Supervisor, the University will choose those who are best qualified by reason of their skills, ability and work record. Where two or more employees are equally qualified, the University will select the employee with the most departmental seniority.

## **ARTICLE 11 LAYOFF AND RECALL**

### **Section 11.1—Layoff.**

- a) **Determination of Layoffs.** The University will determine the timing of layoffs and the number of employees to be laid off. The University will notify all affected employees thirty (30) days prior to scheduled layoffs. A uniform reduction in the number of hours scheduled in a workweek for all employees shall not constitute a layoff.

- (b) **Manner of Layoffs.** If the University determines that one (1) or more employees shall be laid off, the University will lay off employees as follows:
- 1 department casual/temporary employees.
  - 2 department employees with less than three (3) months University service in the bargaining unit.
  - 3 all other department employees in the inverse order of the University seniority.

**Section 11.2—Recall.**

- (a) **Order of Recall.** If the University determines to fill a department vacancy and there are employees who are laid off who have not forfeited their seniority, such employees shall be recalled in the reverse order of layoff.
- (b) **Notice of Recall.** The University will forward notice of recall by certified mail/return receipt and regular mail to the last known address of the employee as reflected in the department's records. The employee must, within ten (10) business days after receiving notice of recall, notify the University of the employee's intent to return to work on the date specified for recall and, thereafter return to work on such date. In cases where the University gets back the certified mail returned receipt unsigned by the employee, the University will make a second attempt to contact the employee by phone using the number in the department's records. If this second attempt fails, the University will not be obligated to recall the individual in such a case.
- (c) **Notice of Union.** A copy of the recall notice shall be forwarded to the Union no later than the next business day of notice to the employee. In cases where the University objects to the order in which an employee is being laid off or recalled in Section 11.1 or 11.2 of this Agreement, the University's Director of Labor Relations may call for a meeting with the employee and a Union representative to discuss the University's reason for objection.

**Section 11.3—Severance Allotment.** In a layoff the amount of pay or the length of notice an employee is entitled to receive

will be determined by the following

Years of Service	schedule: Pay/Notice Period
1st/probationary period*	2 weeks
2nd & 3rd	4 weeks
4th & 5th	6 weeks
6th & 7th	8 weeks
8th - 10th	10 weeks
11th - 15th	12 weeks
16th - 20th	16 weeks
21st - 25th	24 weeks

26th year+ individual consideration

\* assumes at least 31 days of service. If less, 1 week.

**Section 11.4—Contracting/Subcontracting Layoff.** If layoffs are a result of contracting or subcontracting, every reasonable effort will be made to offer affected employees positions in the bargaining unit comparable to the position held at the time the work is contracted or subcontracted. If bargaining unit work is not available efforts will be made according to University policy to help employees seek employment outside of the bargaining unit.

## ARTICLE 12 WAGES

### Section 12.1—Straight-time Rate of Pay.

□ (a) Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight-time rate of pay for the employee in each job classification covered by this agreement shall be determined by dividing the employee's annual salary by 2080 hours.

(b) **Classification Structure.** The classification structure and the salary range for each position appears in Appendix 1. All employees hired on or after October 25, 2004 will be compensated based on this structure. Effective July 1, 2007 (or the date of University annual increases) each employee on payroll at the time of contract signing will receive an increase equal to 1.625% of base pay. In addition each employee on payroll who receives a performance review (employee must have been employed at least three (3) months prior to the end of the review cycle) will be eligible for a merit increase determined by performance ratings as established by departmental guidelines. The additional increase will be distributed based on a 1.625% merit pool, all of which must be distributed to the members of the bargaining unit.

Effective July 1, 2008 (or the date of University annual increases) each employee will receive an increase equal to 1% of base pay. In addition each employee on payroll who receives a performance review (employee must have been employed at least three (3) months prior to the end of the review cycle) will be eligible for a merit increase determined by performance

ratings as established by departmental guidelines. The additional increase will be distributed based on a 2.5% merit pool, all of which must be distributed to the members of the bargaining unit.

Effective July 1, 2009 (or the date of University annual increases) each employee on payroll who receives a performance review (employee must have been employed at least three (3) months prior to the end of the review cycle) will be eligible for a merit increase determined by performance ratings as established by departmental guidelines. The additional increase will be distributed based on a 3.5% merit pool, all of which must be distributed to the members of the bargaining unit. If the University merit pool is greater than 3.5% the larger merit pool shall be utilized in the 3<sup>rd</sup> year.

The salary ranges in Appendix I shall be increased by 2.5% in each year of the contract for the first 3 years. The parties agree to implement the recommendations of the HR compensation department for salary scale movement in the last 2 years of the agreement.

The wage step increases in appendix II for new employees shall be increased by 3% after 12 months of employment, 3.5% after 24 months of employment and 2% after 36 months of employment for all job titles.

The parties agree to re-open section 12.1(b) in the 3<sup>rd</sup> year of the agreement to negotiate the wage rates for the final 2 years of the agreement.

(c) **Special Skills and Duties Incentives.** Officers who, in addition to the performance of regular duties, also serve in other duties which require special skills/training will be paid a special skills incentive. The following categories

and incentives will apply:

Emergency Medical Technician (EMT)	2.5% of base
Paramedic	2.5% of base
NCIC Terminal Agency Coordinator (TAC)	3.0% of base
Alternate TAC	3.0% of base
Field Training Officer (FTO)	2.0% of base
Instructor	2.0% of base

The FTO and instructor incentive will be paid for the hours the officer is actually performing or preparing to perform the duty.

(d) **Shift Differential.** Effective July 1, 2007 the first shift (overnight) differential will be \$1.20/hour, and the third shift (evening) will be .90/hour. The Library will continue to apply the differentials based on the Library shift schedules.

The shift must be worked for the differential to apply.

**Section 12.2—Rate of Pay for Temporary Transfers to Supervision.** For the hours of actual work an employee is temporarily assigned to work as a non-bargaining unit supervisor, he/she shall be paid a differential rate equal to 7% of his/her base rate, or the minimum rate for the supervisor range, whichever is greater, for acting as the Supervisor for one (1) hour or more. This shall not apply to

Library leadpersons when they are temporarily assigned to work as a supervisor.

**Section 12.3—Callbacks, Meeting, Travel Time**

**Emergency Callback**

When an officer has worked a regular schedule and has left the campus premises, and is called back to cover an emergency as defined by Public Safety or designee, the officer will receive the double time premium for all hours worked on the emergency or two hours straight time pay, whichever is greater. This shall not apply if the officer is called into work prior to the start of the officer's shift and works continuously into the shift. If there is a change in the emergency but the officer can not be reached before arriving at the campus, the officer may elect to work a routine assignment for up to four hours at the time and one-half time overtime rate.

**Nonscheduled Event Callback**

When an officer has worked a regular shift and has left the campus premises and is called back to cover an event on a non-scheduled basis (non-scheduled means notification was given within twelve (12) hours of the event), the officer will receive a double time premium for all hours worked on the event or two hours straight time pay, which ever is greater. This shall not apply if the officer is called in to begin work prior to the start of the officer's shift, and works continuously into the shift. If the event is cancelled but the officer cannot be reached before arriving at the campus, the officer may elect to work a routine assignment for up to four hours at the time and one-half overtime rate.

**Work Related Meeting and Training**

When an employee has worked or will work a regular shift and is required to attend a work related meeting or training class required by the University which keeps the employee on the premises either before or after the meeting or training, the employee will be paid time and one half (1.5) for the length of the meeting and may be assigned work at that rate to bridge the gap. The employee may request approval bridge time without an assignment at a straight time rate, and this request should not be unreasonably denied. This provision will only apply to training or meetings held within three (3) hours of the employee's shift.

When an Art Museum officer has worked the regular schedule and is held over to cover a First Friday or a reception detail, the officer will be paid time and one half for the hours of the event, and may be assigned work at that rate to bridge the gap. The officer may request approved bridge time without an assignment at the straight time rate, and this request should not be unreasonably denied. This provision will only apply to events held within two hours of the officer's shift.

**Court Appearance**

When an officer is required by the University to appear in Court as a direct consequence of performing his regular duties, the officer will be guaranteed a minimum of four (4) hours pay.

**Callback Travel Time**

When an officer has been called back on a regularly scheduled work day for emergency or non-

scheduled assignment, the officer will receive one hour travel time at the straight time hourly rate.

**Section 12.4—Pay for Time Spent in Collective Bargaining Negotiations.** The University will pay to any one member of each department (Public Safety, Firestone Library, Art Museum) designated by the SPFPA his/her straight-time pay for time actually spent meeting with representatives of the University during formal collective bargaining negotiations; provided that to be eligible for such pay, the designated employee must have been scheduled to work during the period of the collective bargaining meeting, and provided further that the employee will only be paid for the time he/she was actually scheduled to work straight time hours during the collective bargaining meeting. Such time shall not count as time actually worked in computing entitlement to overtime premiums.

## **ARTICLE 13 EMPLOYEE BENEFIT PLANS**

**Section 13.1.**—For the duration of this Agreement, the University shall continue to provide the benefits or equivalent benefits contained in the University Employee Benefit Plans listed below. Any University wide changes to these plans during the life of the agreement shall also be applied to the Bargaining Unit. For purposes of this Article, Employee Benefit Plans shall mean the following University programs, plans or policies:

- 1 Faculty/Staff Educational Assistance/Tuition Grant Program
- 2 Faculty and Staff Children's Base Loan Program

- 3 Faculty and Staff Children's Supplemental Loan Program
- 4 Health Insurance Plan
- 5 Pension Plan
- 6 Continuing Education Program
- 7 Long Term Disability Program
- 8 Group Life Insurance Program/Accidental Death and Dismemberment
- 9 Business Travel Accident Insurance
- 10 Supplemental Retirement Annuities
- 11 workers' Compensation
- 12 Excused Paid Absences
  - a. Time Off for Marriage
  - b. Jury Duty and Court Appearances
  - c. Reserve, National Guard, State Guard, and State Naval Militia
  - d. Death in the Family

## **ARTICLE 14 HOURS OF WORK AND OVERTIME**

**Section 14.1—Purpose of Article.** The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and 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.

**Section 14.2—Workweek.** The workweek shall consist of seven (7) days beginning immediately after 11:00pm on Sunday and ending 11:00pm the following Sunday.

**Section 14.3—Regular Workweek.** For DPS, the scheduled workweeks will consist of the following:

First Workweek: Thirty-two (32) hours

Second Workweek: Forty (40) hours

Third Workweek: Forty-eight (48) hours

**Section 14.4—Workday.** Generally a University workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day. However, the specific workday for each department depends on the regular shift schedules worked by the employees. For example an employee who regularly works 10:45 pm to 7:00 am has a twenty-four (24) hour workday which ends just shy of 11:00 pm the next day.

**Section 14.5—Regular Workday.** A regular workday for Public Safety shall consist of eight (8) hours plus a fifteen (15) minute unpaid lunch period when the employee will be off-duty, and a forty-five (45) minute paid lunch period. Generally it is expected that each employee's lunch period will be designated at the start of the shift, but the specific time may be altered based on operational needs. The last fifteen (15) minutes of the designated lunch period will be the unpaid period. The unpaid period will not change once established at the start of the workday. If an employee is required to work during this unpaid period, the employee will be paid at the appropriate overtime rate. The regular workday hours of the Department of Public Safety shall be:

6:45 A.M. -3:00 P.M.  
2:45 P.M. -11:00 P.M.  
10:45 P.M. -7:00 A.M.

The Art Museum Security Manager will work with the staff to explore other possible schedules and experiment with any that seem promising. The fall back position is the current schedule. The regular workday hours of the Art Museum shall be:

9:15 A.M. -5:15 P.M.  
8:00 A.M. -4:00 P.M.  
4:00 P.M. -12:00 A.M.  
10:00 A.M. -6:00 P.M..  
12:00 A.M. -8:00 A.M.

Firestone Library will experiment with an 8.25 hour schedule as mentioned in Article 12, Section 12.1(d). If the trial schedule does not work, managers and staff will discuss any other options. As the fall back position, the current schedule will apply.

**Section 14.6—Meal Period.** The Art Museum will come up with a schedule which will include a 45 minute lunch break, and consider the possibility of a full hour for lunch. The Library will try a schedule which includes one hour lunch period which combines current lunch and break times.

**Section 14.7—Extended Overtime Break.** The University recognizes that many times officers may work long hours short

of a double shift, and a meal/rest break at such times may be in order. The Union recognizes that the University must at all times consider the security needs of the campus first, and that all overtime for that purpose is at premium pay. Therefore, meal/rest breaks under these circumstances should be considered by supervisors on the basis of both operational needs of the department and personal needs of the officers. Such consideration for officers on the shift should be given on a fair and equitable basis allowing for special shift circumstances.

**Section 14.8—Emergency Sleep Over.** In the event an officer has to sleep over because of extreme weather emergencies or a University emergency, e.g. student takeover, riot, protest or other demonstrations, etc., the University will provide accommodations to sleep over. If the officer is required to work or the department requires immediate use of the officer during the sleep time hours, the officer will receive sleep time pay at 1.5x. When required to work in this situation, the officer will receive pay at 2x for all hours worked on that shift. If the officer is held over to work a regular shift, and is not required to work during sleep time hours, the sleep time will be paid at the officer's straight time rate.

EXAMPLE 1: During a heavy snowstorm officers on the 2:45 pm to 11:00 pm shift are required to stay over at the University to cover for officers who may not be able to come in for the 6:45 am shift. The officers are accommodated by the University and are paid at the straight time rate for the hours from 11:00 pm to 7:00 am. They are paid time and one half for any hours worked after 7:00 am, or whatever the appropriate overtime rate.

EXAMPLE 2: The same officers are required to work or are told they may be required to work due to some emergency which occurs between 11:00 pm and 7:00 am. The officers are paid time and one half for any sleep time and double time for any hours when they are working. After 7 am the officers are paid time and one half for time worked, or whatever the appropriate overtime rate.

**Section 14.9—Shift Shortage Overtime.** In Public Safety when the shift is at minimum and an officer's temporary inability to work will create a shift shortage, the shift schedule will be posted for overtime and employees in the affected classification who apply will be given first preference for the overtime assignment.

**Section 14.10—Minimum Guarantee.** The minimum guarantee for overtime will be four (4) hours, unless the detail to be covered by the officer specifies a time that is less than four (4) hours. In those cases, the minimum guarantee will be equal to the posted hours for the detail, but no less than 2 hours. The only exception shall be in the Art Museum the minimum guarantee for overtime when covering special events shall be four (4) hours.

**Section 14.11—Overtime Rate of Pay.** For the duration of this Agreement, the University will apply the University-wide written policies and practices respecting the calculation of an rate for overtime work that were in effect as of the date of execution of this Agreement.

**Section 14.12—Overtime Work and Equalization.** For the period of this Agreement, each department (Public Safety, Firestone Library, Art Museum) shall continue to apply the policies and practices which existed heretofore with regard to the assignment and equalization of overtime. In the case of the Art Museum the practice which will be followed is the agreed upon practice outlined in the department's Security Handbook.

**Section 14.13—No Duplication or Pyramiding of Overtime and Other Premium Pay.** There shall be no duplication or "pyramiding" of overtime or any other premium pay.

**Section 14.14—Daylight Savings Time.** Employees who work during daylight savings time changes will be paid one (1)

hour overtime when the clock is turned back an hour, and when the clock is turned forward an hour, the employees will be paid for the full eight (8) hour shift.

## **ARTICLE 15 HOLIDAYS**

**Section 15.1—University-Designated Holiday Celebrated.** There are eleven (11) paid holidays annually. For the period of this Agreement, the annual schedule of nine (9) paid holidays shall be designated according to the Schedule of Holidays published by the University.

**Section 15.2—Optional Holidays.** In addition to the University-designated holidays specified in Section 15.1, an employee may designate two additional days, with prior approval of his supervisor, as Optional Holidays. Optional Holidays must be taken in the fiscal year in which they are given. Unused Optional Holidays will not be paid at termination. Employees hired January 1st through June 30 will be granted one (1) Optional Holiday for the fiscal year of hire. Probationary employees will be allowed one (1) Optional Holiday during the probationary period.

**Section 15.3—No work on the Holiday.** Depending on when the legal holiday and the University designated holiday are recognized, the Art Museum Security Manager and the Union will meet to consider the most appropriate day to recognize the holiday. Application of appropriate holiday pay based on the decision will also be discussed and resolved.

**Section 15.4—Work on the Holiday.** An eligible employee who is required to work on the day observed as a University-designated holiday, or on any day he has designated as an Optional Holiday, shall receive one and one-half (1-1/2) times his

straight-time rate of pay for all hours actually worked on that day, in addition to eight (8) hours pay at his straight-time rate of pay. An eligible employee in the Firestone Library or Art Museum who is required to work on the day observed as a University-designated holiday may, with supervisory approval, take an additional Optional Holiday within the fiscal year in lieu of the eight (8) hours holiday pay at his straight-time rate of pay. An officer may apply to take off in lieu of holiday seven (7) days before and (7) days after the date of the holiday. An employee who is required to work on the day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

**Section 15.5—Holiday During a Vacation Period.** If a holiday occurs during the scheduled vacation of an eligible employee, the employee will receive an additional eight (8) hours pay at his straight-time rate of pay for the workweek in which the holiday occurs.

**Section 15.6—Eligible Employee.** An employee is not eligible for holiday pay during a period of temporary disability, worker's compensation or leave without pay. Each employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on vacation during that seven (7) day period, and who actually works his last scheduled workday before and his first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article; provided, however, that if an employee is disabled from working by illness or injury on either or both of these days, he will be eligible for the benefits set forth in this Article upon presentation to his supervisor of documentation from a treating physician that he was disabled from performing his job on the day in question.

## **ARTICLE 16 VACATIONS**

**Section 16.1—Eligible Employees.** Employees will be eligible for annual vacations with pay.

**Section 16.2—Vacation Accrual.** The amount of vacation to which an employee shall be entitled during any fiscal year (July 1 through the ensuing June 30) shall be determined by his number of years of continuous service with the University as of July 1 of the year in which vacation is to be taken. The rate of accrual for vacation shall be:

- (a) If on July 1, the employee has less than twelve months of continuous service, he/she is entitled to vacation of .20 times the number of weeks worked, rounded to the nearest half day on a prorated basis.
- (b) Employees who, on July 1, have been in the continuous service of the University for more than twelve (12) months and less than five (5) years shall be entitled to a ten (10) day vacation.
- (c) Employees who on July 1, have been in the continuous service of the University for more than five (5) years and less than ten (10) years, shall be granted a vacation of fifteen (15) days.
- (d) All employees who on July 1, have been in the service of the University for a continuous period longer than ten (10) years, and less than fifteen (15) years shall be granted a vacation of twenty (20) days.
- (e) All employees who, on July 1, have been in service of the University for a continuous period of more than fifteen (15) years and less than twenty (20) years shall be granted annual vacation of twenty-two (22) days.
- (f) All employees who, on July 1, have been in the service of the University for a continuous period of twenty (20) years or more shall be granted annual vacation of twenty-five (25) working days.

**Section 16.3—Vacation Scheduling.** The University shall retain the final right to approve, deny, schedule, and cancel all vacations. During the period May 1 through May 31 of each calendar year, an employee may submit to his/her supervisor, in writing on a form to be provided by the University, the vacation periods of not less than five (5) nor more than ten (10) days at a time that the employee desires to schedule for that fiscal year. The supervisor will approve or deny such requests in

writing not later than June 15 of that calendar year. If, during the period June 1 through June 30, two (2) or more employees request the same vacation date(s) and the University determines to approve some but not all such vacation request(s) for such dates, the requests of the employee(s) with the most Bargaining Unit seniority shall be honored. Vacation scheduling requests received after May 31 shall be approved or denied in the order in which they are received by the University. Management will, in most cases, approve vacation requests within three (3) days when the request is made three (3) months prior to the date of the request. There are unforeseen emergency circumstances which may result in cancellation of such approvals.

**Section 16.4—Use and Accumulation of Vacation.** Vacation time may not be taken before it is accrued. Vacation time that is accrued during a fiscal year (between July 1 and June 30) is normally taken in the next University fiscal year. However, with prior approval from the supervisor, an employee may take vacation time as it is accrued during a fiscal year. Generally, all vacation time accrued in one fiscal year must be taken before the end of the next (succeeding) fiscal year or it is lost (and an employee will not receive pay in lieu thereof). However, with appropriate supervisory approval an employee will be allowed to carry over up to ten (10) vacation days to the next year when the employee is prevented from taking vacation because of work requirements, or when special circumstances warrant consideration. Request for carryover shall not be unreasonably denied. Carryover is for the purpose of using vacation time, not for compensation at termination. Any request for carryover must be made by May 1st of the vacation year.

An employee will be paid for vacation to which he/she is entitled but which he/she has not used at the time of termination of employment up to a maximum of thirty (30) days. A probationary employee who is terminated prior to completing the probationary period will not be paid for any accumulated vacation upon termination.

**Section 16.5—Rate of Pay.** An employee shall be compensated for vacation at his/ her straight-time rate of pay in effect at the time vacation is taken.

**Section 16.6—Vacation Overlap with Other Time Off.** When a University holiday falls within an approved vacation period, it is not to be counted as a vacation day. When a death occurs in the immediate family while an employee is on vacation that otherwise qualified for bereavement pay under Section 18.5, death in the family leave time may be taken instead of vacation time.

## **ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY**

**Section 17.1—Personal Leave Without Pay.** Personal leaves of absence without pay may be granted for periods of up to thirty (30) calendar days for employees who have been employed more than one year. Requests for such leaves must be submitted in writing to the immediate supervisor for approval. Such requests must be submitted at least two (2) weeks in advance if the leave is to be of more than five (5) working days duration. An employee on an approved personal leave of absence without pay shall be reinstated in the previous job classification or another position in the same salary grade for which that employee is qualified, subject to availability. During an approved leave of absence without pay, the University shall continue enrollment in the University group hospital and surgical plan. The University will continue at its expense the employee's major medical insurance and group life insurance.

**Section 17.2—Federation Business Leave.** An employee or employees designated by the Federation to attend Federation-sponsored conventions and seminars shall be granted leave without pay for scheduled work hours lost for such purposes;

provided that the total leave granted to all employees under this Section 17.2 shall not exceed forty (40) hours per calendar year. The Federation must notify the University in writing, at least fifteen (15) calendar days in advance of such seminar or convention, and provide the names of the employees and the dates of their absence. The University may refuse to grant leave under this Section 17.2 if, in its reasonable judgment, the employee's absence would adversely impact the operations of the University.

**Section 17.3—Other Leaves of Absence Without Pay.** The University shall continue to provide the following leaves of absence without pay benefit plans. Any University wide changes to these plans during the life of the agreement shall also be applied to the Bargaining Unit.

- 1 Family Leave and Child Rearing Leave.
- 2 Military Leave.
- 3 Religious Leave of Absence.

## **ARTICLE 18 LEAVES OF ABSENCE WITH PAY**

### **Section 18.1—Sick Leave.**

(a) An employee who suffers an injury or illness which prevents the employee from working may be paid for up to eight (8) days of paid sick leave per fiscal year. Employees hired January 1 through March 31st will be allowed up to four (4) days of paid sick leave for the fiscal year of hire. Probationary employees, including those hired as of April 1st for the fiscal year, will be allowed up to two (2) days of paid sick leave during the probationary period. Sick leave may be used for

the employee's personal health needs, or the health needs of immediate family members defined as members of the employee's household. Unused sick leave may not be carried over into subsequent fiscal years except as provided for in Section 18.2, Temporary Disability.

- (b) If more than the allotted sick leave days are needed by an employee, the absence will be charged to leave without pay, or may, with supervisory approval, be charged as vacation or optional holidays.
- (c) If an employee becomes ill during his vacation leave, this period of absence may be converted to sick leave with supervisor approval, provided the employee notifies his supervisor during the period of illness and submits evidence of the illness upon return to work which is acceptable to the University.
- (d) When an absence is due to illness, the employee is responsible for notifying the on-duty supervisor or his/her designee according to the Department's (Public Safety, Firestone Library, Art Museum) procedure prior to the regular start time of the employee's work schedule. Notification must be given to the employee's supervisor on each day of sick leave, unless this requirement is waived by the employee's supervisor. If a visit to a doctor or dentist has been scheduled in advance, the employee is responsible for notifying the supervisor as soon as the employee knows about the appointment.

**Section 18.2—Temporary Disability.** Each July 1st each employee will receive 2 CI days. CI days are banked for the employee, and may only be used in case of a temporary disability or a workers' compensation injury.

The Bank which is established for each employee may be used to cover the "wait week" (5 working days) for either a temporary disability or a workers' compensation injury if the employee has used all of the employee's annual sporadic time.

An employee who, at the end of the fiscal year, has not used all of the annual sporadic days may bank the unused days. The Bank may not exceed forty (40) days plus the 2 CI days for each year. If the employee banks at least 10 of the annual

sporadic days, the employee may, in an emergency and for the employee's own illness, use up to 5 of the days in the bank as sporadic time.

An employee who retires from the University with less than twenty (20) years service may apply 50% of the banked sporadic days to leave with pay. An employee with twenty (20) years or more service may apply 66 2/3% of the banked sporadic days to leave with pay.

In the event that there are no sporadic or banked days to cover the "wait week", the employee will have to use vacation, optional holidays, or leave without pay, and in that order. Once the "wait week" is covered, the temporary disability benefit becomes operative.

A second disability within the same year will require that the employee exhaust both sporadic and banked time before the temporary disability benefit begins.

The temporary Disability Benefit Rate Schedule:

Service Years	Benefit Rate
1-5	66-2/3% of full pay up to 26 weeks
6-10	85% of full pay up to 26 weeks
10+	100% of full pay up to 26 weeks, 1st disability
	75% of full pay up to 26 weeks, 2nd disability,
	etc.

For employees with less than fifteen (15) years service sporadic or CI days used to cover the “wait week” are not returned to the employee. For employees with fifteen (15) years service or more, the sporadic or CI days used to cover the “wait week” are returned to the employee if the disability is longer than 14 days. However, the sporadic or CI days used for a second disability in the year will not be returned.

**Section 18.3—Death of a Non-Family Member.** With supervisory approval, time off may be granted to attend the funeral of a close relative who is not a member of the employee’s immediate family. Such absences will be charged to leave without pay, or may, with supervisory approval, be charged to vacation or optional holidays.

**Section 18.4—Rate of Pay.** Except as otherwise noted in this agreement, for any paid leave taken under this Article 18, an employee shall be compensated at the straight-time rate of pay in effect at the time the leave is taken. Except for hours of leave for which an employee is paid pursuant to the University’s Jury Duty and Court Appearance Policy, hours of leave, whether paid or unpaid, shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

## **ARTICLE 19 SAFETY AND HEALTH**

**Section 19.1—Mutual Commitment to Safety and Health.** Safety is a mutual concern of the University and the Federation. The University and the Federation mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees, to provide for their own safety and that of their fellow employees, students and the general public. Employees shall have the right and be encouraged to make prompt reports to their supervisors, in good faith, of any unsafe or unhealthy condition.

Safety and Health issues may be discussed by the Labor-Management Committees themselves, or by appointment of a subcommittee.

**Section 19.2—Safety and Health Committee.** A Safety and Health Committee, consisting of two (2) members designated by the Federation from among the employees and two (2) members designated by the University, shall be established. The Committee shall meet at mutually agreeable times but not less frequently than once every six (6) months. Unless extended by the mutual agreement of all members of the committee, each meeting of the committee shall be limited to a duration of one (1) hour. The Committee may consider such matters relating to safety and health as the members designated by the Federation and the members designated by the University mutually agree, and may make recommendations to the University regarding such matters. Scheduled straight time work hours lost by the employee members of the committee in attending the meetings of the Committee shall be with pay. Time spent at Committee meetings shall not be considered hours worked in computing overtime. The deliberations or recommendations of the Committee shall be held in confidence and no evidence, either testimonial or documentary, relating to the deliberations and recommendations of the Committee shall be admissible in any arbitration proceeding conducted pursuant to Article 8 of this Agreement.

**Section 19.3—Safety Equipment.** The University will provide the Union with a list of all safety equipment available for use and will add latex/rubber gloves, heat resistant gloves, and ear plugs.

**Section 19.4—Wellness Program.** The Union will appoint one bargaining unit member from the Department of Public Safety, Firestone Library, and the Art Museum to participate on a special committee, which will be charged to develop and implement a physical fitness and wellness program for staff.

## **ARTICLE 20 LABOR-MANAGEMENT COMMITTEES**

**Section 20.1—Public Safety Committee.** The union will choose two representatives from the Public Safety staff to sit on a departmental Labor-Management Committee. These representatives will join two representatives from the Fraternal Order of Police and two representatives from the management team. This Committee shall have no authority to change, delete or modify any terms of the existing Agreement, or to settle grievances. The Committee shall examine issues of labor-management relations, study issues which may become subjects for collective bargaining, and examine and make recommendations concerning labor, management, and productivity issues.

**Section 20.2—Art Museum and Library Committees.** The supervisors in the Art Museum and the Library will meet with members of the bargaining unit in their respective departments to examine issues of labor-management relations, study issues which may become subjects for collective bargaining, and examine and make recommendations concerning labor, management, and productivity issues. The union officer from each department must be present at any meetings. These committees shall have no authority to change, delete, or modify any terms of the existing Agreement, or to settle grievances.

**Section 20.3**—Committee time and scheduled straight time work hours lost by the employee members of these Committees in attending the meetings of the Committees shall be with pay. Time spent at committee meetings shall not be considered hours worked in computing overtime.

The deliberations or recommendations of the Committees shall be held in confidence and no evidence, either testimonial or documentary, relating to the deliberations and recommendations of the Committees shall be admissible in any arbitration proceeding conducted pursuant to Article 8 of the Agreement.

## **ARTICLE 21 CONTRACTING AND SUBCONTRACTING**

**Section 22—Contracting & Subcontracting.** Should it become necessary to contract or subcontract any work or service that is now performed by employees in the bargaining unit, the University will notify the Union thirty (30) days in advance of a final decision to contract or subcontract and to negotiate the impact on the employees to be affected. The Union may request discussion with the University about contracting and subcontracting projects, plans, and agreements which affect the bargaining unit work, it being fully understood that the final determination regarding contracting and subcontracting remains with the University.

## **ARTICLE 22 GENERAL**

**Section 22.1—Savings Clause.** In the event any Federal or State Law or regulation having the effect of law, or the final

decision of any court or board of competent jurisdiction, directly or indirectly affects any one or more practices or provisions of this agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, regulation, or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

**Section 22.2—Non Discrimination.** Neither party to this agreement shall discriminate against any employee or applicant on the basis of sex, racial or ethnic background, age, religion, marital status, political views, sexual orientation or affectation, veteran status, or disability unrelated to job requirements. Complaints of such discrimination may be pursued in accordance with the appropriate grievance, mediation or arbitration process as discussed and agreed upon between the parties..

**Section 22.3—Gender Neutrality.** The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

## **ARTICLE 23 UNIFORMS**

**Section 23.1—** The Library and Art Museum shall continue to furnish uniforms as heretofore. The University reserves the right to select the type and style of uniform. In the Department of Public Safety, as soon as practical after a patrol/communication officer is hired, the patrol/communication officer will be issued uniforms and equipment in accordance with the department's published "Initial Issue of Uniforms and Equipment" list, which will include a full complement of both winter and summer uniform items. Thereafter, officers shall receive an Annual Clothing Allowance equal to \$636.54 beginning on or about July 1, 2008 for the purpose of uniform replacement. The allowance will

increase by three per cent (3%) each year of the contract. Patrol/communication officers may use the allotment to purchase authorized items as specified in department policies. The list of authorized items includes both the “initial issue” list and a list of “additional items”. The department may make changes to the list as needed. The department will consider suggestions from patrol/communication officers regarding the selection of authorized items. The department may require an employee to return all equipment upon termination of employment with the department.

**Section 23.2**

- (a) Each year of the contract on or about July 1st each Public Safety employee will receive a \$125.00 shoe allowance.
- (b) Each year of the contract on or about July 1st each Art Museum employee will receive a \$125.00 shoe allowance.
- (c) Each year of the contract on or about July 1st each Library employee will receive a \$100.00 shoe allowance.

**Section 23.3**—The department of Public Safety will continue its practice of paying for the regular cleaning of uniforms for patrol officers and communication officers as proscribed in department policy. This cleaning is for uniform items only.

**Section 23.4**—The department of Public Safety will issue a protective vest to each patrol officer who has not purchased a vest and will reimburse officers who have already purchased a vest and produce a receipt for the purchase. The department retains ownership of all issued vests hereunder and shall proscribe the use and wear policy. Vests will meet the New Jersey standard. The requirements of this section will be accomplished within the life of this contract.

**ARTICLE 24 SCOPE OF AGREEMENT/DURATION**

**Section 24.1—Duration.** This Agreement shall become effective after midnight July 1, 2007 and shall continue in full force and effect through midnight June 30, 2012. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other not later than April 1, 2012 or April 1 of any succeeding year.

**Section 24.2—Waiver of Bargaining Rights and Amendments to Agreement.**

During the negotiations resulting in this Agreement, the University and the SPFPA each had the 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. Except as specifically set forth elsewhere in this Agreement, the University expressly waives its right to require the SPFPA to bargain collectively, and the SPFPA expressly waives its right to require the University to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the University and the SPFPA during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the University or the SPFPA at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the University and the SPFPA, after exercise of the right and opportunity referred to in the first sentence of this Section 22.2, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the University and the SPFPA.

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IN WITNESS WHEREOF, the parties hereto have caused these presents  
to be executed on this 29th day of February 2008.

The Trustees of Princeton University

Security, Police And Fire Professionals of America

Range for Positions (2007–2008)

Grade	Job Code	Title	Minimum	Midpoint	Maximum
20	7006	Art Museum/Library Security Officer	\$ 15.70	\$ 19.63	\$ 23.55
30	7003 7001	Campus Access Officer Traffic and Parking Control Officer	\$ 14.54	\$ 18.18	\$ 21.82
40	7004	Patrol Officer	\$ 17.07	\$ 21.34	\$ 25.60
50	7005	Communications Officer	\$ 18.23	\$ 22.80	\$ 27.35

**LETTERS OF UNDERSTANDING**

An employee who is assigned to another shift as a regular replacement for an employee who is on vacation or temporary disability or when the position is vacant, will be eligible for the differential when the employee works the shift.

An employee who is assigned to a shift on the basis of overtime will not be entitled to a shift differential.

An employee who has a schedule which spans two different shifts will be eligible for the appropriate shift differential if the employee's regular hours on that shift are more than two (2) hours.

The University shall continue to work collaboratively with the Union to explore additional placement for stools in patrol areas of the Art Museum. It is agreed that it may not be feasible to provide seating in all patrol areas of the Art Museum.

The University shall continue to work collaboratively with the Union to explore and implement communications interoperability between the Department of Public Safety and the Art Museum.

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