

**Summary of Agreements
Between
University of Massachusetts
And
IBPO Local 399**

Article 3 Section 5 Dues Checkoff

Upon written request by the union, the appointing authority will increase the payroll deduction for union dues/agency fees from the wages of applicable employees and transmit such funds in accordance with departmental policy to the Treasurer of the union.

Article 7 Section 7A Shift Differential

Shifts shall be defined as follows:

First shift 8am – 4pm, Second shift 4pm- 12am, and Third shift 12am-8am

Employees rendering service on a second shift shall receive shift differential of \$0.75 per each hour worked. Employees rendering service on the third shift shall receive shift differential of \$1.50 per each hour worked.

Note * Shift times shall be consistent throughout the CBA and revised, therein, as “housekeeping” changes. Shift differentials to become effective in the first pay period following the signing of the collective bargaining agreement.

Article 7, Section 8 Third Party Details

The Department Head/Designee shall post Detail vacancies at least one hundred sixty eight (168) hours in advance of the start time of said Detail to allow adequate notification for IBPO members to sign-up. IBPO members will be required to sign-up for posted Details at least ninety six (96) hours prior to the start of said Detail. If the department Head/Designee fails to post the notification within the one hundred sixty eight (168) hour notification period, members will have until forty eight (48) hours prior to the start of said Detail to sign-up. Any notification made less than forty eight (48) hours shall be assigned as short notice. It is the responsibility of each member to check the available postings and sign-up for those that they wish to be considered.

There shall be a minimum of four (4) hours pay at the overtime rate for any detail. Any detail lasting more than four (4) hours shall have a minimum of eight (8) hours pay at the overtime rate. The Department of Public Safety shall require notice of cancellation of any detail from the requestor to the department of at least four (4) hours prior to the time the detail was scheduled to begin. If the requestor fails to notify the Department of Public Safety within the four (4) hour time limit, any officer assigned to the detail shall receive four (4) hours pay at his/her overtime rate.

The Department Head shall have the authority/ability to designate nine (9) separate events during the year (July 1 through June 30), such as Graduation, Move-in day(s) or other campus events during which vacation time may be restricted and mandatory overtime may be required. The Department Head will notify the union forthwith but not less than twenty four (24) hours prior to the event of such designation in order to plan for adequate coverage for the event. When details are not adequately staffed on a voluntary basis, details shall be assigned on the basis of inverse seniority.

Article 7 Section 10 Shift Bidding

Incorporates the side letter (currently page 88) into this Article and Section

Article 8 Section 2

Date of Hire

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

Personal Leave Days Credited

6 Paid leave days

4 Paid leave days

2 Paid leave days

0 Paid leave days

Article 10 Section 4

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is four or more days, he/she shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay to be taken within 120 days following the holiday, unless otherwise agreed by the appointing authority and the employee, to be taken at a time designated by the employee and approved by the appointing authority.

Article 11 Section 1D

The university agrees to pay for required employee licenses such as LTC and EMT excluding driver's license.

Article 12 Section 1 Annual Salary Rate Increases

All Bargaining Unit Members:

Effective May 13, 2007, a base rate increase of 2% based on satisfactory performance

A signing bonus equivalent to the amount that unit members would have received had their base pay been increased by 2%, including all department overtime, from July 1, 2006 to May 12, 2007.

Effective July 8, 2007 a base rate increase of 3% based on satisfactory performance.

Article 14 Section 2 Health and Welfare Funding

Effective July 1, 2007 the employer agrees to contribute on behalf of each full-time employee equivalent the sum of twelve (\$12) per calendar week.

Article 14 Section 5

State's "domestic partner" language added

Article 17 Section 1: Posting of Vacancies

- A. A vacancy in a position subject to this agreement, when available to be filled as determined by the appointing authority, shall be posted internally at the University Of Massachusetts Dartmouth for not less than seven (7) calendar days.
- B. The notice of said vacancy shall include the following:
 - 1. Job Title
 - 2. Grade and/or Salary Range
 - 3. Application closing date and time
 - 4. A description of the duties and the minimum qualifications and the location (s) where such description can be obtained.
- C. Everyone seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed in such notice. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

Article 17 Section 2: Filling of Vacancies – Dispatchers and Police Officers

- A. The hiring of dispatchers shall be in accordance with Article 17 Section 1. The following criteria shall be used by the employer in selecting a candidate to fill such vacancy:
 - 1. Ability to perform the requirements of the position
 - 2. Education and training related to the vacant position
 - 3. Experience in related work
 - 4. Work history and job performance
- B. The filling of vacancies for Police Officers at the University Of Massachusetts Dartmouth shall be from a pool of candidates that have successfully passed the Police Entrance Exam. Beginning January 01, 2008 all candidates for police positions shall be required to have an Associates degree, except however that any Bargaining Unit member employed by the Department of Public Safety prior to January 01, 2008 shall be exempt from any college education requirement when being considered for promotion. Vacancies shall be filled from within the bargaining unit unless there is sufficient reason for exception. Such pool shall be maintained for two years, or until the pool is exhausted, whichever occurs first.
- C. The following criteria shall be used by the employer in selecting a candidate to fill a vacant position:
 - 1. Ability to perform the requirements of the position
 - 2. Education and training related to the vacant position
 - 3. Experience in related work
 - 4. Work history and job performance
- D. The parties agree that successful completion of the Massachusetts Municipal Police Training Committee's certified Full Time Basic Recruit Academy or certification by the Massachusetts Municipal Police Training Committee for full time police officer status shall be required of all candidates who are appointed as bargaining unit members except dispatchers.
- E. Each new employee shall at the time of employment, be required to enter into a written agreement to remain in his/her position of Police Officer at the University for a period of not less than three (3) years (excluding unpaid leave of absence) following successful completion of Police Academy training and certification by the Massachusetts Municipal Police Training Committee, unless excused from his/her obligation by the University. If an employee fails to fulfill this requirement

he/she shall be responsible for reimbursing the university for costs relating to the Police Academy training, excluding travel and salary. The repayment schedule shall be:

0 – 1 year of service	100%
13 months – 2 years of service	50%
Greater than 2 years but no longer than 3 years	25%

Article 17 Section 3: Filling of Vacancies of Supervisory Police Officers – Sergeants and/or Lieutenants

- A.** The filling of vacancies of Supervisory Police Officers, (Sergeant or Lieutenant) shall be from a pool of qualified candidates who have successfully passed the required Sergeant/Lieutenant exam. Once the Department Head has been made aware of the test results, copies of test scores shall be sent directly to individual officers by the testing company. The Department Head may post test scores for all passing grades. Anyone hired into any of the aforementioned positions after January 01, 2008 shall be required to have a Bachelor degree or a combination of an Associates Degree and two (2) years military experience to be considered for promotion to Sergeant or Lieutenant. Except however, any Bargaining Unit member employed by the Department of Public Safety prior to January 01, 2008 shall be exempt from any college education or military experience requirement when being considered for promotion. The pool of candidates shall be maintained for two (2) years, or until the pool is exhausted, whichever occurs first.
- B.** From the pool of candidates who have successfully passed the required exam, the appointing authority shall promote/appoint a candidate from the rank of Police Officer to Police Sergeant, or Police Sergeant to Police Lieutenant, subject to the following requirements:
1. Such candidate shall have been employed in the lower title for at least three (3) years preceding the promotion, exclusive of such time in attendance at the required police academy, or any leaves of absence.
 2. Such candidate shall demonstrate that he/she has the qualifications and abilities as set forth in the position description.
 3. Vacancies for promotion shall be filled from within the Bargaining Unit unless there is sufficient reason for exception.
 4. Where qualification of applicants for posted Bargaining Unit vacancies are substantially equal, seniority shall be the deciding factor
- C.** The following criteria shall be used by the Employer in selecting a candidate to fill the vacant positions of Sergeant or Lieutenant:
1. 50% - Exam score
 2. 10% - Education and training related to the position
 3. 10% - Work history, performance and experience
 4. 30% - Evaluation Board interview

The evaluation board will consist of the following: the Director of Public Safety/Designee, One (1) external police officer at the rank of the position or higher, One (1) member of the faculty selected by the Provost, One (1) junior or senior student selected by the Vice Chancellor for Student Affairs, and One (1) Bargaining Unit member selected by the union. Said board will evaluate candidates based on the above listed criteria.

The external police officer shall be selected from a list established by the Director of Public Safety. The union shall have three (3) pre-emptor challenges to the selection. The external police officer shall be from a Massachusetts municipal police department or the Massachusetts State Police. The external police officer shall serve on a rotating basis as new vacancies occur.

Article 17 Section 4. Probationary Period for Promoted Employees

- A. An employee who has been promoted / appointed shall be on probation for a period not to exceed six (6) months. When any position requires that an employee successfully complete a formal training program, time spent in said training program shall not count toward the probationary period.
- B. If the employee's work performance in the new position is not satisfactory to the appointing authority during this probationary period, said employee shall revert back to his/her former position or in the case of a newly hired employee, be terminated.
- C. If the promoted employee is not satisfied with the new position, he/she may elect to return to the former position within ninety (90) days after said promotion.
- D. All promotions/appointments made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article, shall be temporary or provisionally at least until the promoted employee has completed his/her probationary period.
- E. The probationary period may be extended by mutual written agreement between the Department Head and the Union.

Article 17 Section 5. Grievability

Provisions of the foregoing Sections 1, 2 and 3 shall be subject to the grievance procedures set forth in Article 29

Article 23 Section 2

Any adverse material in an employee's file shall be removed after three (3) years upon written request of the employee

Article 26

Side letter on page 87 shall be incorporated into this Article.

Article 37 Uniform and Equipment Allowance

Effective July 1, 2007, a uniform allowance of \$1000 per fiscal year for officers and \$450 per fiscal year for dispatchers will be made available. The University shall be responsible for choosing a vendor or vendors from whom the uniforms and equipment shall be purchased. A list of allowable purchases shall be determined upon mutual agreement of the union and the department head. Newly hired personnel shall be furnished with all necessary equipment and uniforms upon hire.

Beginning July 1, 2007 a "Quartermaster" system shall be developed and implemented upon mutual agreement between the union and the department head.

The Chief of Police shall appoint a quartermaster (s) from the sworn ranks of the UMD Department of Public Safety. The quartermaster (s) shall inspect all uniforms and equipment twice per year to ensure timely replacement. Clothing and equipment deemed unserviceable by the quartermaster shall be replaced to maintain multiples listed on the schedule. Replacement shall require return of unserviceable uniforms or equipment.

Body armor shall be furnished by the department to all sworn personnel and shall be replaced at recommended intervals established by the manufacturer. Costs for body armor shall not be considered part of the annual uniform maintenance allowance.

Management agrees to provide police officers and dispatchers with all uniforms and equipment necessary upon initial hire or promotion as detailed in the attached schedule in multiples listed. Costs associated with change or additions to the uniform or equipment shall be borne by the department. special uniforms required for special assignments to bike patrol, ATV patrol, canine duty, etc., shall be provided in stated multiples.

All uniforms and issued equipment are the property of the university. Upon completion of special assignment, or separation from the department, all uniforms and equipment are to be returned to the quartermaster for re-issue or disposal.

Theft, loss or destruction of any equipment while not on duty is the responsibility of the officer. Items rendered unserviceable during the course of duty shall be repaired or replaced by management upon successful documentation.

Side letter page 86 Senior officer's pay/OIC

This letter to be eliminated from the CBA

Article 38 Duration

This agreement shall be for a two (2) year period beginning July 1, 2006 to June 30, 2008 and terms contained herein shall become effective July 1, 2006 unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will commence on or after March 1, 2008.

Agreement between the University of Massachusetts Dartmouth and the International Brotherhood of Police Officers, Local 399

Signed this 25th day of October, 2007

For the Union:

Thomas Banks
Chief Negotiator

Ernest Belliveau
President, IBPO Local 399

Maurice E. Dore
Treasurer, IBPO Local 399

For the University:

Dr. Jack M. Wilson, President
University of Massachusetts

Dr. Jean F. MacCormack, Chancellor
University of Massachusetts Dartmouth

Roy S. Milbury
Director of Human Resources
University of Massachusetts

David L. Edmonds
Chief Negotiator
University of Massachusetts Dartmouth

Carol D. Santos
Deputy Director of Human Resources
University of Massachusetts Dartmouth

University of Massachusetts Dartmouth
 IBPO - Schedule of Salary Rates

IBPO - 7/3/2005 - 2%

Job Grade	Step 1 Weekly	Annual	Step 2 Weekly	Annual	Step 3 Weekly	Annual	Step 4 Weekly	Annual	Step 5 Weekly	Annual	Step 6 Weekly	Annual	Step 7 Weekly	Annual
12	\$511.88	\$26,617.96	\$544.70	\$28,324.64	\$577.53	\$30,031.32	\$610.35	\$31,738.00	\$643.17	\$33,444.67	\$656.03	\$34,113.36	\$669.14	\$34,795.16
13	\$541.45	\$28,155.28	\$575.98	\$29,951.01	\$610.51	\$31,746.74	\$645.05	\$33,542.46	\$679.58	\$35,338.19	\$693.16	\$36,044.57	\$707.02	\$36,765.16
14	\$564.62	\$29,360.45	\$605.08	\$31,464.29	\$645.54	\$33,568.14	\$686.00	\$35,671.99	\$726.46	\$37,775.84	\$740.98	\$38,530.84	\$755.79	\$39,301.14
15	\$592.62	\$30,816.37	\$636.98	\$33,122.90	\$681.34	\$35,429.43	\$725.69	\$37,735.96	\$770.05	\$40,042.48	\$785.44	\$40,842.83	\$801.15	\$41,659.57
16	\$625.03	\$32,503.38	\$673.46	\$35,019.69	\$721.85	\$37,536.00	\$770.24	\$40,052.32	\$818.63	\$42,568.63	\$835.00	\$43,419.79	\$851.69	\$44,287.87
17	\$662.78	\$34,464.64	\$713.05	\$37,078.74	\$763.32	\$39,692.84	\$813.60	\$42,306.95	\$863.87	\$44,921.05	\$881.14	\$45,819.19	\$898.76	\$46,735.35
18	\$694.51	\$36,114.50	\$748.21	\$38,906.70	\$801.90	\$41,698.90	\$855.60	\$44,491.10	\$909.29	\$47,283.30	\$927.48	\$48,228.97	\$946.02	\$49,193.21
19	\$730.48	\$37,985.07	\$787.58	\$40,954.28	\$844.68	\$43,923.48	\$901.78	\$46,892.69	\$958.88	\$49,861.90	\$978.06	\$50,858.92	\$997.61	\$51,875.60

IBPO - 7/1/2006 - 2%

Job Grade	Step 1 Weekly	Annual	Step 2 Weekly	Annual	Step 3 Weekly	Annual	Step 4 Weekly	Annual	Step 5 Weekly	Annual	Step 6 Weekly	Annual	Step 7 Weekly	Annual
12	\$522.12	\$27,150.24	\$555.59	\$28,890.68	\$589.08	\$30,632.16	\$622.56	\$32,373.12	\$656.03	\$34,113.56	\$669.15	\$34,795.80	\$682.52	\$35,491.04
13	\$552.28	\$28,718.56	\$587.50	\$30,550.00	\$622.72	\$32,381.44	\$657.95	\$34,213.40	\$693.17	\$36,044.84	\$707.02	\$36,765.04	\$721.16	\$37,500.32
14	\$575.91	\$29,947.32	\$617.18	\$32,093.36	\$658.45	\$34,239.40	\$699.72	\$36,385.44	\$740.99	\$38,531.48	\$755.80	\$39,301.60	\$770.91	\$40,087.32
15	\$604.47	\$31,432.44	\$649.72	\$33,785.44	\$694.97	\$36,138.44	\$740.20	\$38,490.40	\$785.45	\$40,843.40	\$801.15	\$41,659.80	\$817.17	\$42,492.84
16	\$637.53	\$33,151.56	\$686.93	\$35,720.36	\$736.29	\$38,287.08	\$785.64	\$40,853.28	\$835.00	\$43,420.00	\$851.70	\$44,288.40	\$868.72	\$45,173.44
17	\$676.04	\$35,154.08	\$727.31	\$37,820.12	\$778.59	\$40,486.68	\$829.87	\$43,153.24	\$881.15	\$45,819.80	\$898.76	\$46,735.52	\$916.74	\$47,670.48
18	\$708.40	\$36,836.80	\$763.17	\$39,684.84	\$817.94	\$42,532.88	\$872.71	\$45,380.92	\$927.48	\$48,228.96	\$946.03	\$49,193.56	\$964.94	\$50,176.88
19	\$745.09	\$38,744.68	\$803.33	\$41,773.16	\$861.57	\$44,801.64	\$919.82	\$47,830.64	\$978.06	\$50,859.12	\$997.62	\$51,876.24	\$1,017.56	\$52,913.12

IBPO - 7/8/2007 - 3%

Job Grade	Step 1 Weekly	Annual	Step 2 Weekly	Annual	Step 3 Weekly	Annual	Step 4 Weekly	Annual	Step 5 Weekly	Annual	Step 6 Weekly	Annual	Step 7 Weekly	Annual
12	\$537.78	\$27,964.56	\$572.26	\$29,757.52	\$606.75	\$31,551.00	\$641.24	\$33,344.48	\$675.71	\$35,136.92	\$689.22	\$35,839.44	\$703.00	\$36,556.00
13	\$568.85	\$29,580.20	\$605.13	\$31,466.76	\$641.40	\$33,352.80	\$677.69	\$35,239.88	\$713.97	\$37,126.44	\$728.23	\$37,867.96	\$742.79	\$38,625.08
14	\$593.19	\$30,845.88	\$635.70	\$33,056.40	\$678.20	\$35,266.40	\$720.71	\$37,476.92	\$763.22	\$39,687.44	\$778.47	\$40,480.44	\$794.04	\$41,290.08
15	\$622.60	\$32,375.20	\$669.21	\$34,798.92	\$715.82	\$37,222.64	\$762.41	\$39,645.32	\$809.01	\$42,068.52	\$825.18	\$42,909.36	\$841.69	\$43,767.88
16	\$656.66	\$34,146.32	\$707.54	\$36,792.08	\$758.38	\$39,435.76	\$809.21	\$42,078.92	\$860.05	\$44,722.60	\$877.25	\$45,617.00	\$894.78	\$46,528.56
17	\$696.32	\$36,208.64	\$749.13	\$38,954.76	\$801.95	\$41,701.40	\$854.77	\$44,448.04	\$907.58	\$47,194.16	\$925.72	\$48,137.44	\$944.24	\$49,100.48
18	\$729.65	\$37,941.80	\$786.07	\$40,875.64	\$842.48	\$43,808.96	\$898.89	\$46,742.28	\$955.30	\$49,675.60	\$974.41	\$50,669.32	\$993.89	\$51,682.28
19	\$767.44	\$39,906.88	\$827.43	\$43,026.36	\$887.42	\$46,145.84	\$947.41	\$49,265.32	\$1,007.40	\$52,394.80	\$1,027.55	\$53,432.60	\$1,048.09	\$54,500.68

IBPO - 12/23/2007 - Grades 15, 18 and 19 represent 50% Parity with Lowell. Grade 12 Dispatchers promoted to Grade 13 with 50% Parity with Lowell

* Grade 13 in this 12/23/2007 table represents Dartmouth's Grade 12 rate plus 50% parity with Lowell's Grade 13.

* This results in lower Grade 13 rates than the previous 7-8-2007 Dartmouth table

Job Grade	Annual	Step 2 Weekly	Annual	Step 3 Weekly	Annual	Step 4 Weekly	Annual	Step 5 Weekly	Annual	Step 6 Weekly	Annual	Step 7 Weekly	Annual	
12	\$537.78	\$27,964.56	\$572.26	\$29,757.52	\$606.75	\$31,551.00	\$641.23	\$33,343.96	\$675.71	\$35,136.92	\$689.22	\$35,839.44	\$703.00	\$36,556.00
13*	\$553.32	\$28,772.64	\$588.69	\$30,611.88	\$624.06	\$32,451.12	\$659.43	\$34,290.36	\$694.80	\$36,129.60	\$710.48	\$36,944.96	\$724.69	\$37,683.88
14	\$593.19	\$30,845.88	\$635.70	\$33,056.40	\$678.20	\$35,266.40	\$720.71	\$37,476.92	\$763.22	\$39,687.44	\$778.47	\$40,480.44	\$794.04	\$41,290.08
15	\$666.55	\$34,660.60	\$715.82	\$37,222.64	\$765.09	\$39,784.68	\$814.36	\$42,346.72	\$863.63	\$44,908.76	\$882.98	\$45,914.96	\$900.48	\$46,824.96
16	\$656.66	\$34,146.32	\$707.54	\$36,792.08	\$758.38	\$39,435.76	\$809.21	\$42,078.92	\$860.05	\$44,722.60	\$877.25	\$45,617.00	\$894.78	\$46,528.56
17	\$696.32	\$36,208.64	\$749.13	\$38,954.76	\$801.94	\$41,700.88	\$854.77	\$44,448.04	\$907.58	\$47,194.16	\$925.72	\$48,137.44	\$944.24	\$49,100.48
18	\$779.73	\$40,545.96	\$839.38	\$43,647.76	\$899.02	\$46,749.04	\$958.67	\$49,850.84	\$1,018.31	\$52,952.12	\$1,041.17	\$54,140.84	\$1,061.83	\$55,215.16
19	\$807.00	\$41,964.00	\$869.45	\$45,211.40	\$931.90	\$48,458.80	\$994.35	\$51,706.20	\$1,056.79	\$54,953.08	\$1,080.49	\$56,185.48	\$1,101.94	\$57,300.88

IBPO - 6/22/2008 - 100% Parity with Lowell for Grades 13, 15, 18 and 19.

Job Grade	Step 1 Weekly	Annual	Step 2 Weekly	Annual	Step 3 Weekly	Annual	Step 4 Weekly	Annual	Step 5 Weekly	Annual	Step 6 Weekly	Annual	Step 7 Weekly	Annual
12	\$537.78	\$27,964.56	\$572.26	\$29,757.52	\$606.75	\$31,551.00	\$641.23	\$33,343.96	\$675.71	\$35,136.92	\$689.22	\$35,839.44	\$703.00	\$36,556.00
13	\$568.86	\$29,580.72	\$605.11	\$31,465.72	\$641.37	\$33,351.24	\$677.63	\$35,236.76	\$713.89	\$37,122.28	\$731.74	\$38,050.48	\$746.38	\$38,811.76
14	\$593.19	\$30,845.88	\$635.70	\$33,056.40	\$678.20	\$35,266.40	\$720.71	\$37,476.92	\$763.22	\$39,687.44	\$778.47	\$40,480.44	\$794.04	\$41,290.08
15	\$710.50	\$36,946.00	\$762.43	\$39,646.36	\$814.36	\$42,346.72	\$866.30	\$45,047.60	\$918.25	\$47,749.00	\$940.78	\$48,920.56	\$959.27	\$49,882.04
16	\$656.66	\$34,146.32	\$707.54	\$36,792.08	\$758.38	\$39,435.76	\$809.21	\$42,078.92	\$860.05	\$44,722.60	\$877.25	\$45,617.00	\$894.78	\$46,528.56
17	\$696.32	\$36,208.64	\$749.13	\$38,954.76	\$801.94	\$41,700.88	\$854.77	\$44,448.04	\$907.58	\$47,194.16	\$925.72	\$48,137.44	\$944.24	\$49,100.48
18	\$829.82	\$43,150.64	\$892.68	\$46,419.36	\$955.56	\$49,689.12	\$1,018.44	\$52,958.88	\$1,081.32	\$56,228.64	\$1,107.93	\$57,612.36	\$1,129.76	\$58,747.52
19	\$846.55	\$44,020.60	\$911.46	\$47,395.92	\$976.38	\$50,771.76	\$1,041.28	\$54,146.56	\$1,106.19	\$57,521.88	\$1,133.44	\$58,938.88	\$1,155.79	\$60,101.08