

FUPOA Opening Proposal – 3/3/08

Article 1

Amend to allow representation of sergeants.

Article 2

Allow 24 hours release time authorization for each board member to attend Board meeting annually.

Attendance at local meetings, allow on-duty officers to attend.

Article 3

Require University to pay FUPOA via electronic funds transfer.

Eliminate fixed amount of dues.

Article 5

In exercising management rights, UC must still meet and confer on significant impact to terms and conditions of employment.

Article 6

Expand definition of Grievance to include violation of any University written policy or rule.

Article 8

Amend as follows:

DISCIPLINE AND DISMISSAL

B. TYPE OF DISCIPLINE

The University may discipline an employee by oral reprimand, written warning, suspension without pay for up to five working days (forty (40) hours) without prior notice, suspension without pay beyond five working days with notice, disciplinary demotion, or salary decrease. An oral reprimand is not subject to Article 6 - Grievance Procedure of this Agreement.

Notice to suspend required for all suspensions.

Article 11

Eliminate 8-hour shift. Require 10, 12, or 13 hours shifts. Eliminate mandatory rotations and require seniority-based shift selection.

In addition, amend as follows:

E. CHANGE TIME

When the University requires that the employee must change into or out of uniform on or at a University facility, a maximum of ten (10) or fifteen (15) minutes of change time at the beginning and/or prior to the end of each shift shall be granted and considered as time worked. The University shall determine on a campus-by-campus basis whether or not change time is necessary for employees, and if so, how much change time will be allowed. Change time will remain in effect at the campuses currently compensating for change time.

F. OVERTIME DEFINITION

1. **General** - Except as provided below in the sections regarding the payment of premium overtime, overtime is time worked that exceeds the hours of a full-time employee's regular daily schedule on pay status, or exceeds the hours of a full-time employee's regular workweek, exceeds 40 hours on pay status in a workweek, 80 hours in a 14-day work period or 160 hours in a 28 consecutive day period. Pay status includes time worked and paid leave, such as sick leave, vacation leave, holidays, military leave, compensatory time off, and administrative leave with pay.

2. **Premium Overtime** - Premium overtime is time worked, as defined in F.3. and F.4. below, which exceeds 40 hours in a workweek, 80 hours in a 14-day work period or 160 hours in a 28 consecutive day period. Overtime hours do not count towards the accumulation of sick leave, vacation, holiday, or retirement system credit.

3. **For UCB, UCSF, UCLA, UCR, UCSC, UCSB AND UCI only** - For the purposes of computing premium overtime, hours worked shall include paid vacation and compensatory time off.

4. **For UCD and UCSD only** - For the purposes of computing premium overtime, hours worked shall include paid holiday time, paid vacation, and compensatory time off. time worked and paid leave, such as sick leave, vacation leave, holidays, military leave, compensatory time off, and administrative leave with pay

H. OVERTIME COMPENSATION

1. At the option of the Employee University and on a campus-by-campus basis pursuant to current practice, overtime shall be compensated at the appropriate straight time rate either by pay or by compensatory time off in accordance with section I. below.

2. Employees shall be compensated at one and one-half (1½) times the straight time rate only for those hours of actual work in a workweek/work period which exceed the following:

- a. Forty (40) hours in a seven (7) consecutive day week; or
- b. Eighty (80) hours in a fourteen (14) consecutive day work period, or
- c. 160 hours in a 28 consecutive day period.

3. The "straight time rate" shall include base salary, specialty pay, FTO pay, POST certificate pay, etc.

I. COMPENSATORY TIME OFF

1. On a campus-by-campus basis, if the University chooses to compensate premium overtime with compensatory time off for any employee or group of employees, if an employee chooses to receive compensatory time off as compensation for overtime, such overtime will shall be compensated at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime earned at the time and one-half rate of pay.

(a) Employees shall have the right to choose whether to receive compensatory time off or monetary compensation on an hour-by-hour basis.

2. Each campus may set a maximum accumulation limit for compensatory time, but in no event shall an employee accumulate more than 480 240 hours (320 hours actually worked) of premium compensatory time. An employee shall be paid for hours of overtime which exceed the limit established by the campus or 480 240.

3. Upon separation from employment, employees shall be paid for all accumulated compensatory time. Accumulated compensatory time earned at the time and one-half rate shall be paid at the employee's current straight time rate of pay according to Article 11, Section H.3. or at the employee's average rate of pay for the last three years of employment, whichever is higher.

If the University determines that it is necessary to assign employees to use comp time, the University shall make an effort to accommodate the employee's existing time off.

4. Compensatory time off is scheduled by the University. The University may require the employees to take compensatory time off. Employees may also request use of compensatory time subject to prior approval in accordance with departmental policy. Such requests shall be granted subject to the operational needs of the University and shall not be unreasonably denied. It shall be deemed unreasonable to deny compensatory time off if an employee provides seven calendar days advance notice and if minimum staffing levels are met at that campus on the date(s) requested off.

5. Upon request of the Association, the University will discuss Compensatory Time Off pilot programs at campus labor management meetings on campuses which currently do not permit Compensatory Time Off.

J. CALL-BACK

When circumstances require an employee to be called back to work after completing a shift and leaving the premises for at least one hour, or if the employee is called to work on his/her regularly scheduled day off, the employee who returns to work shall be paid overtime for the time actually worked or a minimum of three (3) hours, whichever is greater. If callback occurs prior to the commencement of an employee's shift, that employee shall only be paid for hours actually worked. Only callback time which is actually worked is considered time worked for the purpose of calculating hours of overtime.

K. ON-CALL (other than court)

The University retains the right to determine the need for, and the assignment of, on call time. An employee is not considered to be in on call status unless s/he has previously been scheduled by the University for the assignment. Generally, employees will only be assigned in unrestricted on call status. Thus, employees in on call status are required to inform the employer how they can be reached or to carry a pager in order to receive a call to work. An employee in on call status who is called to perform work or to return to the work site will be paid at her/his regular rate of pay for the time worked. An employee in unrestricted on call status may or may not be paid at an on call rate depending on campus practice and department policy.

1. An employee who is on compensated on call status is not eligible to receive minimum call back payments. An employee who is on uncompensated on call status is eligible for minimum call back payments.

2. Unrestricted on call is time during which an employee is free to engage in activities for his/her own purposes but is required to inform the department how he/she can be reached or to carry a beeper or radio. When on unrestricted on call status, the employee shall be paid 50% of straight rate.

3. Restricted on call is time during which the employee is required to restrict personal activities so that the employee cannot use his/her time effectively for the employee's own purposes. Restricted on call will be considered hours worked and will be paid at the employee's normal pay rate (or overtime if appropriate).

L. COURT TIME

Court time is defined as a necessary appearance before a court or grand jury on behalf of the University. When an actual appearance is made, off duty officers shall receive credit for a minimum of four (4) hours of work time unless the employee's scheduled duty reporting time is less than four hours after the scheduled court appearance in which case the employee will receive time in the lesser amount. Only court time which is actually worked is counted as hours worked for the purposes of calculating overtime. To receive compensation for court time, the employee shall submit documentation in accordance with local campus practice.

Court On-Call. When placed on call for Court, employees shall receive 3 hours straight time to be on-call for court in the morning, 3-hours straight time to be on-call for court in the afternoon.

M. TRAVEL TIME

Travel time is time spent in transit on University business that is assigned by the University. Non-commuting travel time is time worked and is compensable according to (overtime section).

~~Travel time during an employee's regular working hours on work days is counted as hours worked. Travel that does not keep an employee away from home overnight is considered as hours worked, as is travel that occurs during the hours an employee normally works when the travel occurs on the employee's days off.~~

~~Travel that keeps an employee away from home overnight and that occurs outside the employee's normal working hours is not considered as hours of work. However, such travel time shall be compensable at the Officer's regular rate of pay.~~

Commute time between home and the workplace or a local alternate work site is not travel time, is not time worked, and shall not be compensated. Alternate work site more than 25-miles from regular work location is payable according to travel time.

Article 12

With approval of the Chief of Police of the receiving campus, an officer will be allowed to transfer without any testing requirements and will retain seniority.

Article 14

Add language that allows employee to get seniority back if you return within one year.

Article 15

All adverse comments (excluding evaluations) and disciplinary actions must be removed from personnel file within 5 years and not used for any personnel purpose.

Article 16

Retirement- amend pension formula to provide for single highest year.

ARTICLE 17

Amend as follows:

HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

New Year's Day

Martin Luther King, Jr. Day

Third Monday in February (or announced equivalent)

Last Monday in May

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day (or announced equivalent)

December 24 (or announced equivalent)

Christmas Day

December 31 (or announced equivalent)

One Administrative Holiday to be celebrated as Cesar Chavez Holiday to be designated by the University

Unless an alternate day is designated by the University, when a holiday falls on Saturday, the preceding Friday is observed, and when the holiday falls on Sunday the following Monday is observed as a holiday.

B. HOLIDAY TIME/PAY

1. Compensation for Holidays

All eligible Officers shall receive holiday time for the holidays provided for in this Article, as follows:

a. An eligible full time Officer shall receive an equivalent number of holiday hours as their current work schedule (i.e., an officer working three 12-hour shifts will receive 12 hours of holiday time). ~~eight (8) hours of holiday time at the straight time rate, regardless of her or his work schedule (8, 10 or 12 hour shifts).~~

b. An eligible part-time Officer in pay status at least fifty percent (50%) of the hours in the appropriate pay cycle, excluding holiday hours, shall receive proportionate holiday time at the straight time rate, up to the maximum of eight (8) hours per holiday. Such holiday time is calculated on the number of hours in pay status in the month (for monthly paid Officers) in which the holiday falls, or (for bi-weekly paid Officers) the two pay periods immediately preceding the pay period in which the holiday occurs.

c. Officers who are assigned to be off work on a holiday that they would otherwise be scheduled to work will receive holiday compensation as provided for in paragraphs a and b above. ~~Officers will be provided the~~

opportunity to use accrued holiday bank time, vacation leave, or compensatory time to make up the difference between holiday compensation hours received for the holiday and their assigned schedule of hours for the day. not receive holiday compensation as provided for in paragraphs a and b above. Those officers will not be required to use any other type of accrued time to make up for the difference between 8 hours and their assigned scheduled hours for the day.

2. FOR UCB, UCSE, UCLA, UCR, UCSC, UCSB AND UCI ONLY

a. When an Officer actually works on a holiday listed in §A above or the holiday falls on the Officer's regularly scheduled day off, the Officer shall receive the holiday compensation described in §B.1. above, credited to the Officer's holiday time bank. The holiday time will be credited to the Officer's holiday bank as of the date of the holiday.

b. When holiday time is placed in the holiday time bank, such bank shall be at the straight time rate, and shall be kept separate from any other time bank. Holiday time banks shall be paid out upon separation from employment at the Officer's current straight time rate of pay.

c. In accordance with departmental policy, an Officer may request to schedule the use of banked holiday time, subject to the operational needs of the University. Holiday time shall be scheduled within the fiscal year it is earned. Accumulation of holiday time within a fiscal year is limited to the maximum number of hours established in accordance with departmental policy. An Officer may be paid for any hours of holiday time which exceed the departmental limit. By April 1 of each year, any hours remaining in an Officer's holiday time bank may be scheduled off, paid, or reduced by any combination thereof, or extended to the following fiscal year by the Chief.

d. Officers may elect to cash out his or her holiday bank one-time annually.

d. Compensation in the form of straight rate holiday time is not considered as hours worked for the purpose of determining overtime except as provided in §B.2.e. below.

e. For officers who are assigned by the department to be off work on a holiday that they are regularly scheduled to work and who are assigned by the department to work overtime during the same week or pay period, as defined in Article 11 – Hours of Work, the officer's holiday time shall be counted as hours worked for the purposes of computing premium overtime.

3. FOR UCD AND UCSD ONLY

The University shall maintain the status quo of counting holiday time as time worked for the purpose of computing overtime. At these two locations, employees in the bargaining unit will not be entitled to the holiday compensatory time bank.

C. Officers may be scheduled off on the day the campus observes the holiday.

Article 18

7. Vacation Maximums

A full-time employee may earn vacation credit to a maximum of two times the employee's annual accumulation rate. A part-time employee may earn vacation credit to the same maximum number of hours as a full-time employee with comparable years of service. Sixty days prior to an employee accruing the maximum amount of vacation, the employee shall be given notice that the maximum accrual will be reached. The employee then shall request vacation to bring his/her accrual below the maximum. If an

employee cannot schedule vacation due to operational considerations, that employee shall have an additional four months within which to take vacation to bring his/her accruals below the maximum.

Vacation credit earned in excess of an employee's maximum accrual shall be paid to the employee at the employee's straight time rate of pay.

K. MILITARY LEAVE

University pays the difference between military pay and salary for up to 12 months.

Paid leave allowed for inactive training/drills.

ARTICLE 21 WORK INCURRED INJURY/ILLNESS

4806 LC time shall not count against FMLA entitlements. (Same as 4850(e))

ARTICLE 24 DEVELOPMENT

100% deduction.

Include dependents, spouse/domestic partners, etc to eligibility to receive tuition deduction.

Clarify eligibility for graduate school and professional schools.

ARTICLE 25 PARKING

Parking Allowance – provide annual amount of \$800 at the same time uniform allowance is paid.

ARTICLE 26

Amend as follows:

UNIFORMS

A. UNIFORMS DEFINITION

The Chief of Police shall have the sole discretion to determine if a uniform shall be worn, who shall wear a uniform and the conditions under which it must be worn. Uniforms are attire which are worn for the purpose of readily visual identification of personnel in the police officer classification and which are required by the University to be worn in the performance of assigned duties. The University and the Association agree that it is in the best interest of all concerned that employees who are required to wear uniforms and uniform accessories maintain those uniforms and accessories in a clean and neat condition.

B. DAMAGED UNIFORM REPLACEMENT

The University will provide a uniform or uniform reimbursement to personnel under the following conditions.

1. When an employee's uniform is damaged in the line of duty, not due to negligence, the employee will be reimbursed for repair or replacement, on a prorated basis, upon the approval of the Chief of Police.

2. When uniform items that are not required are damaged, reimbursement will be at the sole non-grievable, non-arbitrable discretion of the Chief of Police.

C. UNIFORM REPLACEMENT ALLOWANCE

An annual uniform replacement allowance shall be paid to employees of this unit who are employed in the unit at the time of replacement. The purpose of the allowance is to provide for the replacement of uniform articles. The full allowance will be ~~six hundred fifty dollars (\$650.00) effective July 1, 1999, six hundred seventy-five dollars (\$675.00) effective July 1, 2000, seven hundred dollars (\$700.00) effective July 1, 2001 and seven hundred twenty-five dollars (\$725.00) effective July 1, 2002, \$1,500 (with \$100 increase each year)~~ and will be paid under the following conditions.

1. This allowance will be paid annually during the month of July ~~unless otherwise designated by the Chief of Police and is not to be considered compensation for use in computing retirement allowance.~~ All deductions from the lump-sum payment for uniform allowance and/or reimbursement shall be in accordance with state and federal law.
2. Full Allowance - A full time employee who is required to wear a uniform full time and who has completed twelve months of time worked since the previous July 1 shall receive a full allowance. Those full-time employees who are assigned as detectives and who have completed twelve months of time worked since the previous July 1 shall receive a full allowance.
3. Prorated Allowance - A full-time employee who has completed less than twelve months of time worked, an employee who wears a uniform less than full time or a part time employee, shall receive an allowance that is prorated on the basis of the percent of time worked since the previous July 1.

D. PERSONALLY OWNED ITEMS

1. Watches - Reimbursement for a watch damaged in the line of duty, not due to officer negligence, will be limited to actual costs of repair/replacement up to ~~fifty dollars (\$50.00)- \$100~~
2. Eyewear - Reimbursement for corrective lenses, sunglasses or safety glasses damaged in the line of duty, not due to officer negligence, will be limited to actual costs of repair/replacement up to ~~fifty dollars (\$50.00)- \$100.~~

ARTICLE 28

Delete current language and insert that employees shall *follow UCOP policy G-28* <http://www.ucop.edu/ucophome/policies/bfb/g28.html> . *Receipts only where specifically required.*

ARTICLE 29

Amend as follows:

SENIORITY

- A.** ~~To the extent that~~ seniority shall be is used on a campuses for vacation sign-up/preference and/or shift bidding/days off preference:
1. ~~Seniority shall be based on the date of appointment as a Police Officer at the campus where they are currently employed for purposes of shift bidding/days-off preference.~~
 2. Seniority shall be based on the date of appointment as a Police Officer within the University of California Police Department ~~for purposes of vacation sign-up or preference.~~
 3. *Corporals are officers and subject to same bidding as officers based on seniority.*
- B.** If two or more officers have the same date of hire, seniority shall be determined by the order in which the offers of employment were made by the Chief of Police.

~~C. Seniority definitions set forth in this Article shall be applied prospectively from the date of ratification of this Agreement (January 15, 2002).~~

ARTICLE 30 WAGES

July 1, 2008 - Raise all campuses to Berkeley/SF pay scale and then increase 7%.
7% each year on July 1.

Amend the following:

E. SPECIALTY PAY

1. The Chief of Police shall have the sole discretion to determine who shall be assigned as Specialists and the duration of specialty assignments.

2. Specialty assignments include:

a. Assistant Watch commander or corporal, assistant team leader, officer-in-charge or the equivalent;

b. Investigator/Detective;

c. Field Training Officer;

d. Police Service Dog Handler;

e. Explosive Ordinance Disposal Officer;

f. Crime Prevention Officer;

g. Motorcycle Officer;

h. Force/Defensive Tactics Instructor

i. Firearms Instructor

j. CSO Coordinator

k. Bicycle Officer

l. Any type of Instructor

and

m. Other specialty assignments designated as Specialist by the Chief.

3. An Officer assigned as Specialist, with the exception of Field Training Officer, ~~for 50% or more of the full-time working hours in a 30 calendar day period~~ shall receive additional compensation in the amount of \$175 7.5% for that month. An Officer assigned as Field Training Officer, Corporal, or Detective ~~for 50% or more of the full-time working hours in a 30 calendar day period~~ shall receive additional compensation in the amount of \$250 15% for that month.

4. The University may increase, during the term of this Agreement, the amount of compensation specified in E.3 for specialty assignments systemwide.

5. An Officer assigned to more than one specialty assignment shall be compensated for only one assignment. all specialty assignments, to a maximum of 15%.

F. PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATION PAY

1. An Officer who currently possesses a POST Intermediate Certificate shall receive additional compensation in the amount of \$175 7.5% per month.

2. An Officer who currently possesses a POST Advanced Certificate shall receive additional compensation in the amount of \$275 15% per month.

3. An Officer who has received Intermediate and Advanced POST Certification shall be compensated for only Advanced POST Certification Pay.

G. SALARY RANGE REALIGNMENT AND STEP INCREASES

1. At any time during the life of this Agreement, the University may adjust the salary range structure(s) at any campus or to provide step increases in order to address local market conditions or internal equity concerns. Range realignments include adding step(s) to the top of any or all salary range(s), or dropping step(s) from the bottom of any or all salary range(s). At least thirty (30) calendar days prior to implementing such a salary range realignment or equity step increase, the Office of the President shall inform FUPOA in writing of the proposed change(s). Upon receipt of a timely written request from FUPOA, the University shall meet and discuss the proposed increase.

~~2. If the University proposes to realign a salary range in a manner that would result in a decrease in the salary range minimum or maximum, FUPOA may demand to meet and confer with the University before such proposed action is implemented.~~

3. In the event the University eliminates the bottom step(s) from a salary range, any officer whose resultant pay is lower than the new salary range minimum shall have her/his salary increased to the new minimum, effective the same date on which the new range minimum is effective.

~~H. The wage provisions described in this Article shall not be subject to Article 6—Grievance Procedure in Article 7—Arbitration Procedure of this Agreement.~~

Add the following:

Longevity Pay

2% at 5 years

4% at 10 years

6% at 15 years

8% at 20 years

10% at 25 years.

Shift Differential

If 50% or more of shift is between 6pm and 6am, additional 5% pay for that shift shall be paid.

ARTICLE 31

MISCELLANEOUS

B. LABOR-MANAGEMENT MEETINGS

2. University-wide Labor-Management Meeting

a. Upon request of either party, University-wide labor-management meeting shall be held once a year unless mutually agreed otherwise. The Office of Labor Relations of the Office of the President and FUPOA shall discuss items such as the administration of this Agreement. The agenda for this meeting shall be determined by mutual agreement of the parties at least seven calendar days prior to the scheduled meeting date.

b. FUPOA may request release time for up to a total of ~~nine (9)~~ 10 bargaining unit employees (but no more than one from each campus). Such representatives will be released from work in a without-a-loss-of-straight time status to attend the scheduled meeting(s), provided FUPOA has given the University at least seven (7) calendar days notice of his/her selection.

ARTICLE 32

DURATION

FUPOA proposes a three year agreement.

ARTICLE 33
RELEASE TIME FOR NEGOTIATIONS

Amend to allow release time for travel and prep time.

Allow Association Leave Bank of 500 hours per year to be used by FUPOA Board members for Association business.

ADDITIONAL PROPASALS:

Include prior Side Letters into Agreement