

UNIVERSITY OF CALIFORNIA

AND

**FEDERATED UNIVERSITY POLICE OFFICER
ASSOCIATION
(FUPOA)**

AGREEMENT

POLICE OFFICER UNIT

January 25, 2005 - September 30, 2007

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**ARTICLE 1
AGREEMENT**

A. This Agreement is made and entered into on this 16th day of May, 2000, at Oakland, California, pursuant to the provisions of Articles 1 through 11 of the Higher Education Employer-Employee Relations Act (HEERA) by and between The Regents of the University of California, a corporation (hereinafter referred to as the "University" or "management" or "employer") represented by the Office of the President of the University of California system, and the Federated University Police Officers Association (hereinafter referred to as "FUPOA" or the "Association").

B. PURPOSE OF AGREEMENT

1. It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of HEERA and provides for orderly and constructive employment relations in the public interest, in the interests of the University, and the interests of the employees represented by FUPOA.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to the employer-employee relationship which exists between them relative to the scope of bargaining.
3. This Agreement recognizes one certified bargaining unit. Each provision of this Agreement applies to that bargaining unit unless specified otherwise.

C. RECOGNITION

1. Pursuant to and in conformity with the certifications issued by the Public Employment Relations Board (PERB) of the State of California in case number SF-4R-824-H, the University recognizes FUPOA as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees designated as managerial, supervisory and/or confidential by the University and all student employees whose employment is contingent upon their status as students, in the following described bargaining unit:
 - a. Unit # 1- Police Officer (SF- 4R-824-H)
2. The term "employee" as used in this Agreement shall refer to employees of the University of California in the above-mentioned unit except for those excluded pursuant to C.1. above.
3. The class and title code included in Unit 1 is Police Officer (5323).
4.
 - a. The parties acknowledge that it is the policy of the State of California to encourage the pursuit of excellence in teaching, research and learning through the free exchange of ideas among the faculty, students and staff of the University of California. To this end, the parties, while recognizing FUPOA as an exclusive bargaining agent, acknowledge the right of the University to meet for purposes of information and idea exchange, with committees, councils, groups, caucuses and ad hoc organizations when the subject matter of such meetings is not limited to the occupational community of interests of the bargaining unit covered by this Agreement.
 - b. Participants in such meetings shall not be deemed to be meeting under the auspices of HEERA, nor shall such participants be required to adhere to the obligations and responsibilities enumerated under HEERA. Further, the result of such meetings shall in no way require or allow the University on its own action to change or alter the provisions of this Agreement.

D. WAIVER OF UNIT MODIFICATION AND RECLASSIFICATION OF EXCLUDED POSITIONS

The job titles and positions excluded from the unit by the parties' stipulations of June 19, 1996 and by PERB's Directed Election Order of June 19, 1996 shall be conclusively deemed to be managerial, supervisory, or confidential, student, or any indicated

combination thereof, as shown on the list appended to said stipulation. FUPOA recognizes that the University has the exclusive right to establish new title codes and titles for any such excluded position or title. The failure to include an excluded position in any such advisement shall not be evidence that the position should be included in any unit.

E. NEW CLASSES

1. When the University creates a new class and title within the occupational subgroup (OSG) included in this bargaining unit, the University shall mail a notice to the Association of the bargaining unit assignment, if any, of such class. The Association shall have 30 calendar days after mailing of such notice to contest the University's assignment. If the Association contests the assignment, the University and the Association shall meet and discuss in an effort to reach agreement on the bargaining unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to PERB pursuant to Regulation 32781(a)(2) for resolution. If the Association does not contest the bargaining unit assignment within the 30 calendar day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised. Bargaining unit assignments made by the University which are contested by the Association shall remain as originally assigned by the University until such time as the parties are in mutual agreement as to a different assignment or, if such assignment is referred to PERB within the appeal period stated above, until resolution of the matter by PERB.
2. If the inclusion of a new class within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate by PERB, the University shall assign a pay rate to the class.
3. Assignment by the University of the pay rate to a new class as indicated above shall be consistent with the then-existing compensation and classification methodologies utilized by the University.
4. If the inclusion of a new class in the bargaining unit is agreed to by the parties or found appropriate by PERB but the University's determination of the pay rate is questioned by the Association, the Association shall, within 15 calendar days of the inclusion determination, request in writing that the University meet to discuss the pay rate for the class. If such a request is made, the parties shall meet within 30 calendar days of the request.
5. Pending discussion, if any, of the pay rate for a new class the pay rate originally assigned by the University shall remain in effect. An unquestioned rate or the rate determined appropriate by the University subsequent to any discussion with the Association shall be the rate assigned to the new class. Such rates shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

F. ABOLITION OF CLASSES

The University agrees to inform FUPOA when classes are abolished.

- G.** The terms and provisions of this Article are not grievable or arbitrable.

**ARTICLE 2
ACCESS**

- A.** The University agrees that non-employee officers and representatives of FUPOA shall be admitted to the premises of the University at reasonable times and upon no less than 24-hours notice to and approval from the appropriate University representative. When a situation warrants shorter notice, the parties may mutually agree to waive the 24-hour notice. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for activities specified in Article 6 - Grievance Procedure. The University shall inform FUPOA as to the University representative to be notified of an impending visit.
- B.** FUPOA agrees that such activities shall not interfere with the normal work duties of employees and that any contact with individual employees or groups of employees, unless specifically provided otherwise in this Agreement, shall take place during the employee's

non-work time and further that such contacts shall be held in accordance with local campus procedures.

C. The University reserves the right to designate the place of the meeting and/or to require a University representative to accompany the FUPOA representative to, into and from areas where operational requirements or other restrictions do not permit unlimited access.

D. FUPOA will furnish the University with a written list of all the designated non-employee officers and representatives who are authorized by FUPOA to conduct such visitations. This list shall be maintained in a timely manner by FUPOA and any changes, additions or deletions to the list must be made in writing to the University.

E. EMPLOYEE REPRESENTATIVES

1. The University shall recognize FUPOA-designated employee representatives who are members of the bargaining unit. The function of the FUPOA-designated employee representatives shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances, and promote communication with the University.

2. There shall be one (1) FUPOA representative for each campus.

3. The total cumulative use of paid release time for the designated FUPOA representatives, shall be limited to ten (10) hours in any one (1) month. The FUPOA representative shall be authorized release time for the Step 1 Meeting and one-on-one meetings with a grievant related to a formal grievance which has been filed with the University. The FUPOA representative may be granted authorized release time for other grievance related activity, such as that related to the initial filing of a formal grievance or to ascertain that the terms and conditions of this Agreement are being observed. Meetings initiated by University officials shall not be deducted from this block of time.

4. The use of the maximum of ten (10) hours to be provided is not to be used for grievance related activities such as research, writing or preparation of briefs, or writing or preparation of other such statements of positions or argument. When such time is used for the on-site grievance related activities of witness interviewing and/or document collection, the FUPOA representative shall not interfere with work activities of the witness or possessors of the documents. A request for release time will be made to the FUPOA representative's supervisor prior to the activity. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.

5. At its sole discretion, the Police Chief or designee may authorize use of release time for more than ten (10) hours in a month. The exercise of this discretion and/or the enforcement by the Police Chief or designee of the ten (10) hour maximum shall under no circumstances establish a precedent for the FUPOA representative, nor shall the allowance of greater than ten (10) hours a month for a FUPOA representative have any effect or bearing on the ability of the University to enforce the ten (10) hour maximum on any other FUPOA representative.

F. FUPOA officers and representatives and bargaining unit employees, including local FUPOA officers and representatives, shall not conduct any FUPOA activity or FUPOA business on University premises or while in pay status with the University unless such activity is specifically and expressly authorized by the provisions of this Agreement and is conducted in accordance and conformance with campus procedures.

G. The University retains the right to enforce access rules and regulations in accordance with local campus procedures. The types of sanctions which may be imposed upon the FUPOA as a result of a University determination that an access rule or regulation has been violated include, but are not limited to:

1. Expulsion of and denial of access to the particular non-employee officer(s) or representative(s) of FUPOA who violate the rule(s) or regulation(s) for a specified period of time or permanently;

2. Denial of access to and discipline of University employee FUPOA representative(s) who violate the rule(s) or regulation(s);

3. Loss of FUPOA posting privileges on University bulletin boards for a specified period of time;
4. Loss of University facility privileges for a specified period of time.

H. BULLETIN BOARDS

1. Where bulletin boards or bulletin board space is available for FUPOA, such availability shall continue.
2. Bulletin board availability for display of appropriate materials related to the bargaining unit shall, based on existing campus-by-campus practices, understandings and agreements, be provided on the following basis:
 - a. FUPOA may use bulletin boards designated by the University to post materials related to FUPOA business. Any materials posted must be dated and initialed by the FUPOA representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting.
 - b. All materials shall be posted by a local officer of the FUPOA Bargaining Unit and shall be limited to the matters listed below:
 - 1) FUPOA recreational and/or social affairs;
 - 2) FUPOA appointments;
 - 3) FUPOA elections;
 - 4) Results of FUPOA elections;
 - 5) FUPOA meetings;
 - 6) Rulings or policies of FUPOA;
 - 7) Reports of FUPOA standing committees; and
 - 8) Other materials which have been authorized by the University and the local FUPOA representative.
 - c. FUPOA agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted nor shall literature or material detrimental to the University, its agents or officials be posted.
 - d. In the event a dispute arises concerning appropriateness of the material posted, the University shall remove the material in question and then notify the designated FUPOA representative of the removal.
 - e. Bulletin board space available to FUPOA shall be maintained by the local FUPOA bargaining unit representative. Unless mutually agreed otherwise, no materials shall remain posted for a period of more than 30 calendar days.
3. In the event the parties meet and mutually agree as to the location and size of additional bulletin boards, any and all costs associated with the purchase and placement of such boards shall be evenly split by the FUPOA and the University.
4. Upon notice to FUPOA, the University may change the location of any existing bulletin board.

I. TELEPHONE USE

1. On a call-by-call basis, with express permission from the immediate supervisor, local FUPOA officers may use existing University telephones for the sole purpose of conducting FUPOA business which is specifically authorized by Section F. of Article 6 - Grievance Procedure of this Agreement. No calls of any type shall be made which result in a charge other than the local rate for the call. Conference calls or calls involving tolls, long distance charges or utilizing such systems as ATSS or

TMS shall not be made. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the employee's completion of work assignments, nor impair the efficiency of University operations. The University may keep a record and log of FUPOA use of the telephone system.

2. Employees' work telephone numbers shall not be listed on any FUPOA literature or in any FUPOA publication. In the event phone use by an employee is disruptive to the accomplishment of the employee's assigned work or to University operations, the employee's ability to use the University's telephone facilities shall be terminated.

J. E-MAIL USE

FUPOA designated employee representatives may use their University e-mail account for the purpose of conducting FUPOA business. The electronic mail use is limited to: correspondence with the Police Chief and/or designee and limited to ascertaining a location, time, and agenda for meetings; to arrange meetings between a grievant and the representative or between a representative and the Police Chief; and FUPOA meeting announcements. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

K. USE OF UNIVERSITY FACILITIES

Subject to the time, place and manner rules in effect at the time of a FUPOA request for use of facilities, University facilities may be used for FUPOA meetings subject to the operating needs of the University. Requests for use of such University facilities shall be made in advance to the appropriate University representative. In the event the facilities requested by the FUPOA have already been scheduled for other activities at the time the University receives the FUPOA request, the University shall not be required to change the existing scheduled use of the facility to accommodate the FUPOA. As required by the University, the FUPOA shall reimburse the University for expenses such as room rental, security, maintenance and facility management costs or utility costs incurred as a result of the FUPOA use of University facilities. Such costs will at a maximum be consistent with the amount normally charged to other non-University groups for provision of such services.

L. ATTENDANCE AT LOCAL ASSOCIATION MEETINGS

Upon seven calendar days advance written notice to his/her supervisor, local FUPOA bargaining unit representatives may be granted time off without pay or, at the employee's option, such time would be charged to accrued compensatory time off or accrued vacation time, to attend local FUPOA meetings. Permission for such leave shall not be granted for a period to exceed three hours and such permission shall not be granted to any individual employee more than once per month. The granting of such permission to local officers shall be subject to the operational needs of the University.

M. PREPARATION, PRINTING AND DISTRIBUTION OF THE AGREEMENT

1. In consultation with the FUPOA, the University shall prepare the official version of this Agreement. The FUPOA may review the camera-ready copy of the Agreement prior to printing. The University shall print and retain the official version of the Agreement.
2. The University shall be responsible for reproducing a sufficient number of copies of this Agreement. The University shall determine the number of copies it needs in order to provide copies of this Agreement to its managerial, supervisory and confidential personnel. The University shall be responsible for the cost associated with the reproduction of the number of copies it needs. The FUPOA shall be responsible for the cost of the number of copies needed to provide a copy of this Agreement to each employee presently covered by the Agreement, whether or not such employee is a member of the FUPOA. The FUPOA shall also be responsible for the cost of a sufficient number of copies to provide new employees with copies of the Agreement, whether or not such new employees are or become members of the FUPOA. Additionally, the FUPOA shall be responsible for the costs of any copies that it needs for FUPOA uses of the Agreement.

N. MAIL DELIVERY

United States mail, which is received by the University bearing an employee name and accurate address, will be placed in the employee mailboxes in the normal manner. In

departments where employee mailboxes exist, the FUPOA shall have reasonable access to them. In departments where individual mailboxes are in a restricted work area, FUPOA may make arrangements with the responsible University official in the restricted work area to have the FUPOA mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute FUPOA mail to employees by the normal method.

O. EMPLOYEE LIST

Upon written request from FUPOA, on a semi annual basis, the University shall provide FUPOA with an alphabetized list by campus/hospital of all UC/FUPOA bargaining unit employees at each campus/hospital. This list will contain the name, title, and campus mailing address, appointment type, last date of hire with continuous employment, pay rate, and department to which the employee is assigned. Upon written request from FUPOA, on a semi annual basis each campus will provide to FUPOA a list of changes (e.g., salary adjustment, new hire, transfer, promotion, discharge, etc.) that have occurred within the bargaining unit.

**ARTICLE 3
PAYROLL DEDUCTION**

A. GENERAL CONDITIONS

Upon receipt of a voluntary written individual authorization form and signed by an employee covered by this Agreement on a form mutually agreed upon by the parties and provided to the employee by the FUPOA (authorization for FUPOA payroll deduction), the University will deduct from the pay due such employee the monthly amount certified by the FUPOA to be the dues required for the employee's membership in the FUPOA. Such individual authorization shall be effective only as to dues becoming due after the dates of delivery of the authorization form and accomplishing of the appropriate programming/payroll information on the employee requesting deduction. The amount deducted for payment of such dues shall be \$22.00 per month as established by FUPOA. Any change in the amount of dues shall be in accordance with B. below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with University payroll procedures in existence at the time and location the deduction is made. The amount of the deduction shall be certified to the University, in writing, by the Federated University Police Officers Association.

B. DUES AMOUNT CHANGE

FUPOA may change the certified dues amount once per calendar year and all costs associated with accomplishing such changes in the dues amount (machine, programming, etc.) shall be paid by FUPOA. Any annual changes in the amount to be deducted for FUPOA dues shall be certified to the University, in writing, at least 45 calendar days prior to the effective date of the dues amount change. Additionally, it shall be FUPOA's responsibility to notify any and all employees affected by a dues amount change.

C. NEW DEDUCTIONS

New individual authorizations for a FUPOA payroll dues deduction must be presented to the designated office at the employee's campus location and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the location's payroll system.

D. CANCELLATION OF DEDUCTIONS

Bargaining Unit members who are members of FUPOA on or after the effective day of this Agreement who wish to withdraw from FUPOA membership may do so during the period commencing 30 calendar days prior to the Agreement expiration date, and during the annual window period which shall be the month of June, by filing a written notice with the University. Withdrawal notices received by the University at other times during the effective contract dates shall be returned to the bargaining unit employees by the University. FUPOA will receive copies of all such correspondence.

E. ORGANIZATIONAL SECURITY (FAIR SHARE) FEE

1. Organizational Security

Upon written notification to the University by FUPOA, members of the bargaining

unit who do not elect to pay dues as outlined in Paragraph A above, as a continued condition of employment, shall pay an organizational security fee. The amount of the fee shall not exceed the monthly dues that are payable by members of FUPOA. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to FUPOA.

2. Exemption from Organizational Security Fee

An employee in this unit who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support FUPOA as a condition of employment. An employee to which this provision is applicable may be required to pay sums equal to the amount of the organizational security fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code chosen by the employee from a list of at least three funds designated by the University and FUPOA, or if the University and FUPOA fail to designate funds, chosen by the employee.

3. Severability

In the event that the fair share provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that the understandings codified in Section E will be null and void.

F. INFORMATION TO ACCOMPANY REMITTANCE AND FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. Each campus shall remit to FUPOA to an address designated by FUPOA an amount representing the dues deduction and organizational security fees, less any reduction(s) referenced in Section A. above, made pursuant to this Article. A standard deduction report shall be provided to FUPOA on a monthly basis and shall contain, by campus, an alphabetical listing of the FUPOA members for whom payroll deductions were made. The report shall include the employee identification number, employee name and amount withheld. Any costs associated with changing the deduction report referenced above shall be fully paid by FUPOA.
2. The campus, for each check remitted to FUPOA, shall charge FUPOA and deduct from the dues total being remitted to FUPOA \$.07 per employee for whom dues deductions are being made and \$10.00 for each check remitted. These costs will continue to be charged to FUPOA on an ongoing basis.

G. CORRECTION OF ERRORS

If through inadvertence or error the University fails to make authorized deductions, organizational security fees, or any part thereof, the University shall have no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of FUPOA, their disposition thereafter shall be the sole and exclusive responsibility of FUPOA. It is expressly understood and agreed that FUPOA shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to FUPOA. If through error the full amount due to be deducted is not deducted and remitted to FUPOA, the University will, upon written authorization of the employee, provide subsequent deductions until the shortage is corrected.

H. INSURANCE PROGRAM

Payroll deduction shall be made for FUPOA sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as set forth in "Special Regulations for Non-University Insured Benefit Program."

I. INDEMNIFICATION

FUPOA shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability, which may arise out of actions taken or not taken by the University for purposes of complying with the provisions of this Article. FUPOA further agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims actions or proceedings by any person or entity arising

from deductions made by the University pursuant to this Article.

ARTICLE 4 NONDISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulations, the University shall not discriminate against employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, status as a Vietnam-era veteran or special disabled veteran, age, citizenship, union activity or affiliation. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 31, Miscellaneous, Section B, Labor-Management Meetings.

B. SEXUAL HARASSMENT DEFINED

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;
2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or
3. Such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

C. GRIEVANCES

For discrimination complaints to be eligible for processing under the grievance procedure, the complaint must be eligible in accordance with Section C.1., 2., or 3., and the employee or her/his representative must file a grievance at Step 1 within thirty (30) calendar days of the date the employee knew or should have known of the alleged discrimination.

1. Allegations of a violation of this Article alone are subject to the Grievance Procedure of this Agreement through Step 2 only.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject to the grievance procedure insofar as the other Article is grievable, although it shall not be subject to Arbitration.
3. Allegations of a violation of this Article, when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the contract provisions to which the grievance is connected is grievable and/or arbitrable.

D. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

With regard to grievances alleging sexual harassment, an employee who has timely filed a grievance may elect to substitute the campus Sexual Harassment Complaint Resolution procedure for Step 1 of the Grievance Procedure. Use of the Sexual Harassment Complaint Resolution procedure shall toll the time limits for Step 1 of the Grievance Procedure only if a grievance has been timely filed, pursuant to Article 6, Grievance Procedure, Section C.1. At any time, an employee may elect to resume the regular grievance procedure in place of the alternate procedure by written notice to the University. The University's Step 1 Grievance

response will be issued within fifteen (15) calendar days after such notice to return to Step 1 of the Grievance Procedure is received by the designated campus.

ARTICLE 5 MANAGEMENT RIGHTS

- A.** All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Except as otherwise provided in this Agreement, the Association agrees that the University has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the University and the Association may have discussions involving but not limited to these areas, the Association agrees that the University is not obligated to bargain with the Association as to such areas during the term of this Agreement.
- B.** Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. To establish the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
 2. To exercise full and exclusive control of the management of the University and to supervise and direct all operations;
 3. To plan, direct, manage and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
 4. To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
 5. To introduce new or improved methods, equipment or facilities, or change or eliminate existing methods, equipment or facilities;
 6. To determine the location of operations;
 7. To discontinue, relocate or subcontract all or any portion of any operation;
 8. To determine, establish, modify, revise or abolish classes, titles, codes, class specifications and job descriptions and to determine the salary of new and revised classes;
 9. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
 10. To determine the calendar dates on which employees shall receive pay owing and due them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;
 11. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;
 12. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or layoff employees;
 13. To discipline, discharge or release non-career employees without cause;
 14. To determine the basis for merit increases, special awards, and payments for meritorious performance and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such increases whether or not such increases shall accrue to an employee's base salary;

15. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated;
 16. To reprimand, suspend, terminate or otherwise discipline or discharge employees; or to release employees;
 17. To establish, maintain, modify and enforce safety standards and programs;
 18. To implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement; and
 19. To establish, maintain, modify or abolish organizational work units for the purpose of personnel transactions, including but not limited to layoff, transfer and promotion.
- C.** The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. Further, the Association acknowledges that the exercise or non-exercise of rights retained by the University and the manner in which the University exercises its management rights may vary from place to place within the University's operations.
- D.** An action taken or not taken with respect to a management right shall not be subject to Article 6 - Grievance Procedure, Article 7 - Arbitration Procedure, or collateral suit unless the exercise thereof violates an express written and specifically applicable provision of this Agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as, and limited to, a written complaint by an individual employee, a group of employees or the Association involving an alleged violation of a specific provision of this Agreement during the term of this Agreement.
2. Only one subject matter shall be covered in any one grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the specific relief sought, the date the incident or violation took place and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated campus/Laboratory grievance official on a form mutually agreeable to the parties. The grievance form shall be furnished to the employee by the Association and the form must be signed and dated by the grievant(s) and/or the grievant's representative. Any grievance which seeks a relief or remedy which in whole or in part is not contemplated by the terms and provisions of this Agreement and/or which is not within the authority or jurisdiction of an arbitrator to award pursuant to the terms and provisions of this agreement, including but not limited to the provisions of the Arbitration Article, shall be ineligible for processing through the grievance/arbitration procedures of this Agreement.
3. Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve the same circumstances and facts for the grievance involved. Grievances which are group grievances must be so designated on the grievance form at Step 1, and all employees covered by the grievance must be indicated on the grievance form.
4. Alleged violations of a specific provision of this Agreement may be grieved by the Association and shall be so identified as an Association grievance on the grievance form. Such Association grievances shall be signed by the President of FUPOA or his/her designee and shall contain all information as specified above for any other grievance.
5. Except as otherwise provided in this Agreement, an individual employee, a group of employees and FUPOA shall have the right to use the Grievance Procedure. FUPOA shall have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees or on behalf of itself as an Association grievance, as defined above. It shall be the Association's

responsibility to inform an employee that it is bringing a grievance on behalf of said employee (including an employee named in a group grievance). In the event an employee named on a group or individual grievance which has been submitted to the University wishes to withdraw from the grievance, he/she shall so notify the University and FUPOA in writing and upon such written request the named employee shall be withdrawn as a party to the grievance. Failure to notify FUPOA shall not preclude the withdrawal. The University will promptly provide FUPOA with a copy of the employee's written request to withdraw. Employees who voluntarily terminate their employment, including Retirement with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual or group grievance.

6. The University shall not have the right to use the Grievance Procedure.

B. CONSOLIDATION OF GRIEVANCES

Grievances of two or more employees, as well as multiple grievances by or related to the same employee or which relate to the same incident, issue or course of conduct, may be consolidated for purposes of the Grievance Procedure by mutual agreement of the University and the Association.

C. TIME LIMITS

1. All grievances (individual, group, Association) must be presented promptly, in writing and in compliance with A.2. above, but no later than 30 calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the alleged violation of the Agreement. Said 30 days time limit begins when either the employee or the Association could first have become aware of, with the exercise of reasonable diligence, the alleged violation of the Agreement. The failure of an employee to file a grievance within the 30 day period does not provide an opportunity for the Association to later file a grievance by invoking a new 30 day time limit. Grievances not presented within this 30 calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
2. Grievances not appealed within the designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last preceding University answer. Grievances not answered by the University within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal within 15 calendar days of the expiration of the designated time limits to the campus official responsible for the next step of the Grievance Procedure. The parties may, however, mutually agree in writing to extend the time limits in any step of the Grievance Procedure. Such written extension by mutual agreement must be accomplished in advance of the expiration of the time limit being waived. Deadlines which fall on a day which is not a campus business day will automatically be extended to the next business day. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period.

D. INFORMAL REVIEW AND RESOLUTION

1. In the event there is an alleged violation of a specific provision of this Agreement, employees may informally discuss such allegation with their immediate supervisor in order to resolve an issue which may become a grievance. As in Steps 1, 2 and 3 of the Grievance Procedure, employees may request and, if such a request is made, have present an Association representative during Informal Review and Resolution discussions with their supervisor. FUPOA representatives may also discuss with designated campus officials matters which may become an Association grievance in an attempt to resolve the matter. Resolutions of items which are potential grievances through such informal discussions are final but shall not be precedent setting. If such discussions do not resolve the matter or if such discussions do not take place, a grievance, as defined in Section A. of this Article, may be presented to the University.
2. Attempts to informally resolve a potential grievance, whether satisfactory or unsatisfactory to the grievant, or the lack of such informal attempts, shall not in any way constitute a waiver to or interruption of any or all time limits governing the

Grievance Procedure. Involvement or non-involvement of the parties in efforts to informally resolve potential grievances shall not constitute in any way an extension of time limits.

E. REPRESENTATION RIGHTS

1. An employee or group of employees shall have the right to be represented at all steps of the Grievance Procedure by one person of the employee's or group of employees' choice. The one person chosen to provide representation may be the grievant himself or herself, one member of the group in a group grievance, an Association representative or any other person of the grievant's choosing. In any event, representation is to be provided by one person. However, pursuant to HEERA (3580.5), a University employee who has been designated as managerial, supervisory or confidential by the University shall not represent any employee or group of employees at any step of the Grievance Procedure or in any activity or role provided for in the Grievance Procedure.
2. An employee or group of employees may choose a representative other than a FUPOA representative for purposes of grievance representation and adjustment. In the event the University is involved in the resolution of a grievance from an employee or group of employees who are represented by themselves or by a representative other than a FUPOA representative:
 - a. The University shall provide FUPOA with a copy of the grievance and the proposed resolution thereto indicating the employee or employees have chosen a representative other than FUPOA. Proof of Service shall accompany such notification.
 - b. FUPOA shall have fifteen calendar days from the date of issuance of such copy within which to comment in writing on the proposed resolution.
 - c. The employer shall not implement the proposed resolution of the grievance until timely receipt and review of FUPOA's written comments, if any.
 - d. The resolution of grievances presented absent FUPOA representation shall not be inconsistent with the terms of this Agreement.

F. PAY STATUS

1. If the University convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure enumerated below, bargaining unit employees eligible to attend such a meeting pursuant to this Article shall be in a without-loss-of-straight-time-pay status during the meeting provided:
 - a. Such meeting occurs during the regularly scheduled hours of work of the employee;
 - b. Advance request is made in writing to and approval is received from the employee's immediate supervisor and the University representative conducting the meeting. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied; and
 - c. The employee is at his/her work station as assigned and scheduled immediately prior to and immediately after the period of time during which the employee participates in such a grievance meeting, provided such meeting commences after the beginning of the employee's normally-scheduled hours of work or ends prior to the end of the employee's normally-scheduled hours of work.
2. A grievant and/or Association representative may request the availability of bargaining unit employee witnesses for such grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Such witnesses shall be in a without-loss-of-straight-time-pay status if the information they provide is relevant and material to the grievance which is the subject of the meeting and the criteria enumerated in F.1.a.-c. above are met. Grievants and the Association agree that every effort shall be made to avoid the

presentation of repetitive witnesses and that the absence of any or all witnesses shall not require the meeting to be recessed or postponed.

3. Grievants and/or representatives and/or witnesses shall not be on pay status for time spent participating in meetings convened by the University for the purposes of grievance resolution and/or complying with the steps of the Grievance Procedure for such meeting time which is not within the employee's regularly-scheduled work time. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the employee and/or the Association or its representatives and/or witnesses which are related to participation in meetings convened by the University for the purpose of grievance resolution.

G. EXCLUSION OF NON-CAREER EMPLOYEES AND PROBATIONARY EMPLOYEES

The retention or release of non-career employees and probationary employees shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement. The retention or release of non-career employees and probationary employees is at the sole discretion of the University.

H. GRIEVANCE STEPS

1. Step 1

- a. Within the time limits indicated elsewhere in this Article the employee or his/her representative, if any, shall provide the written grievance on the approved form to the designated campus grievance official. The time limits relative to the University's response to the grievance at Step 1 of the Grievance Procedure shall begin on the date the Step 1 grievance official receives the grievance. Receipt of the grievance from the employee or his/her representative shall be acknowledged in writing by the designated Step 1 campus/Laboratory grievance official. Any grievance which is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the employee and/or the Association.
- b. The immediate supervisor, or the University's designee, shall review the grievance and, at his/her discretion, meet with the grievant and/or the grievant's representative, if any, to discuss the grievance. Within 15 calendar days after receipt of the grievance a response will be issued, in writing, to the employee and the employee's representative. If the University's written response is not issued within these time limits or if the grievance is not resolved at Step 1 of the Grievance Procedure, the grievance may be appealed to Step 2.
- c. Resolution of the grievance at Step 1, although final, shall not be precedent setting.
- d. As set forth in Section I. below, the parties may mutually agree in writing to waive Step 1 and proceed directly to Step 2.

2. Step 2

If the grievance is not satisfactorily resolved at Step 1, the employee or the Association may proceed to Step 2 by filing an appeal as follows:

- a. The appeal shall be submitted in writing by the employee or the employee's representative, if any, to the designated campus official. The campus official to whom Step 2 appeals must be presented shall be a designee of the Chancellor of the campus.
- b. The written appeal must be received by the designated campus official within 15 calendar days of the date on which the written response to Step 1 was given or due.
- c. Within 15 calendar days of receipt of the Step 2 appeal, the designated campus official shall schedule and convene a meeting with the employee and the employee's representative, if any, to attempt to resolve the

grievance. During this Step 2 meeting, both parties shall have an opportunity to discuss information and contentions relevant to the grievance.

- d. Within 15 calendar days following the Step 2 meeting, the designated campus/Laboratory official shall issue a written decision indicating the University's answer to the grievance. A copy of the decision shall be provided to the grievant and his or her representative, if any, and Proof of Service shall accompany the written decision.
- e. If requested by the grievant, an Association representative (non-University employee) may participate for purposes of representation in the Step 2 meeting.
- f. If a grievance which solely alleges that a dismissal was not for just cause is not satisfactorily resolved at Step 2, the Association may appeal the grievance directly to the Arbitration Procedure of this Agreement subject to the terms and provisions of the Arbitration Article.
- g. If not appealed to Step 3, the Step 2 answer shall be final.

3. Step 3

- a. All grievances which are not satisfactorily resolved at Step 2 may be appealed to Step 3 by FUPOA or the employee. In order for a grievance to be considered at Step 3, written notice of appeal of the Step 2 University answer shall be served (pursuant to M. of this Article) upon the Director -- Labor Relations of the University by the President of FUPOA or designee. Such notice must be received by the Director -- Labor Relations of the University within 15 calendar days of the date the Step 2 answer was given or due. Such notice shall identify the grievance being appealed and be signed and dated by the President of FUPOA or designee.
- b. An employee or group of employees using a representative other than FUPOA pursuant to Sections E.1. and E.2. of this Article may, in order for a grievance to be considered further, appeal a Step 2 University answer to the Director -- Labor Relations of the University. Such appeal must be served upon (pursuant to M. of this Article) and received by the Director -- Labor Relations within 15 calendar days of the date the Step 2 answer was given or due. Such appeal shall be in writing, identify the grievance being appealed and be signed and dated by the employee(s) and representative.
- c. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- d. The University's written answer to a grievance appealed to Step 3 shall be issued by the Director -- Labor Relations of the University or designee within 45 calendar days of the receipt of the appeal to Step 3. Proof of Service shall accompany the written decision. In the case of a grievance where FUPOA is the representative, the written answer shall be served upon the President of FUPOA or designee. Upon receiving a grievance at any step of the grievance procedure, the University shall affix the date stamp of the office of receipt. The time limits shall be measured at all steps for the grievance procedure by the date stamp. Such date stamping shall be done for both U.S. mail receipt and personal delivery of the grievance.
- e. The Director -- Labor Relations of the University or designee shall have authority to settle grievances appealed to Step 3. In the case of a grievance with FUPOA representation, the President of FUPOA or designee shall have authority to settle or withdraw the grievance or appeal the grievance to arbitration.
- f. Settlements of grievances processed beyond Step 2 of the Grievance Procedure must be signed by the Director -- Labor Relations of the University and the President of FUPOA or designee(s).
- g. If the University's Step 3 decision is not properly appealed to arbitration or heard in an arbitration hearing as provided in Article 7 - Arbitration

Procedure, the grievance shall be considered settled on the basis of the Step 3 decision and shall not be eligible for further appeal.

- h. The Arbitration Procedure shall be available only for grievances that allege a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement.

I. EXTENSION OF TIME LIMITS

Each of the steps in the Grievance Procedure, as well as the time limits prescribed at each step of the Grievance Procedure, may be waived by mutual agreement of the parties. Such waiver must be in writing and must be signed by the representatives of the respective parties who are responsible for the Grievance Procedure at the step succeeding the step being waived. Where appropriate, the parties at any step of the Grievance Procedure may, upon mutual agreement, remand the grievance to a previous step for resolution.

J. OFFERS OF SETTLEMENT

Settlement offers made during attempts at informal resolution or during the steps of the Grievance Procedure shall not be introduced as evidence in subsequent steps of the Grievance or Arbitration Procedures.

K. RETROACTIVITY

Settlement of grievances may or may not be retroactive as the equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not commence on a date earlier than 30 calendar days prior to the initiation of the written grievance in Step 1. No settlement shall provide for the payment of interest, damages, mental consideration, punitive damage or any other form or payment not related to the employee(s) direct rate of pay and associated benefits.

L. EXCLUSIVE PROCEDURE

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the University shall not apply to employees covered by this Agreement for any purposes whatsoever.

M. PROOF OF SERVICE

Wherever Proof of Service is required in this Agreement, it shall be accomplished as follows:

1. When delivery is by U.S. mail, the person mailing shall complete and sign the prescribed and appropriate Proof of Service form which shall indicate that they have personally deposited with or presented to the U.S. Postal Service the document(s) being mailed.
2. When delivery is through a personal presentation of a document(s), Proof of Service is accomplished and recorded by:
 - a. The person presenting the document(s) completing and signing the prescribed and appropriate Proof of Service form which shall indicate they have delivered the document(s) by hand and to whom the document(s) were delivered; or
 - b. The person delivering the document(s) and the person accepting delivery of the document(s) shall mutually acknowledge the delivery/receipt by signing and dating the document(s) and a copy of the document(s) and each of them retaining one of the signed and dated document(s).

- N. The Grievance Procedure, including its various steps, shall not require any discovery process and/or compelling of the production of documents or records.

ARTICLE 7

ARBITRATION PROCEDURE

- A.** Grievances which have not been settled under the procedures provided in Article 6 - Grievance Procedure, may be appealed to arbitration. Only the Association shall have the right to submit a grievance to arbitration and only after the timely exhaustion of the procedures of Article 6 - Grievance Procedure. An appeal to arbitration must be submitted to the Office of the Director -- Labor Relations Office of the President within 20 calendar days of the mailing of the last preceding University written answer to the Association. The appeal to arbitration must be signed by the President of FUPOA or designee and Proof of Service must accompany the appeal to arbitration. An appeal to arbitration is considered filed on the date it is postmarked. Grievances which are not submitted within the above time limit, and/or which do not contain the appropriate Association signature, will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration or heard in arbitration, the last preceding University written answer shall become final and binding upon both parties.
- B.** A request for arbitration utilizing the expedited grievance procedure provided in Article 6 - Grievance Procedure, Section H.2.f, may be made only by FUPOA in accordance with Section A above. Request for arbitration under this section must include a copy of the completed grievance form.
- C.** Within 15 calendar days of service upon the University of FUPOA's appeal to arbitration of a grievance, the University shall acknowledge receipt of the appeal and shall indicate the University's office of representation for the grievance. The acknowledgment shall indicate the location to which all correspondence and contact should be made relative to the Arbitration Procedure and shall include a Proof of Service.
- D.** Within 30 calendar days of service upon FUPOA of the University's acknowledgment of a grievance having been appealed to arbitration as indicated in C. above, the parties shall attempt to mutually agree to the selection of one arbitrator from the permanent panel to serve as arbitrator for the appealed grievance. The Association shall initiate the contact and actions necessary to make the selection.
- E.** The scheduling of the arbitration hearing date must be accomplished no later than 90 calendar days from the date the grievance was originally appealed to arbitration. Failure to invoke the process described in Sections G. and H. below, within 90 calendar days will render the grievance ineligible for arbitration and the last preceding University written answer shall become final and binding.
- F.** Time limits related to the Arbitration Procedure may be extended by mutual written agreement of the parties in advance of the expiration of the time limit. Deadlines which fall on a day which is not a campus/Laboratory business day will automatically be extended to the next business day. Other than a withdrawal of the grievance by the party filing the Appeal to Arbitration, a scheduled arbitration may be postponed or canceled only by the mutual agreement of the parties.
- G. **SELECTION OF THE ARBITRATOR****
1. If the parties mutually agree to the selection of the arbitrator, a letter signed by both parties shall promptly be sent to the arbitrator notifying him or her of his/her selection and requesting a hearing date. In the event the parties anticipate a hearing involving more than one day, they shall at the time of notice to the arbitrator of his or her selection estimate the number of days the hearing will require. Available arbitration date(s) shall not be any earlier than 21 calendar days from the arbitrator's receipt of his or her selection to hear the arbitration.
 2. If the parties fail to reach mutual agreement as to the selection of an arbitrator for a grievance appealed to arbitration pursuant to G.1. above, selection shall be made as follows:
 - a. The names of five members from the permanent panel group shall be drawn by blind lot.
 - b. The parties shall alternately strike names from the list of five. The flip of a coin shall determine the party to begin the alternate process of the striking of the names.

- c. The one name remaining after each party has stricken two names shall be the arbitrator designated to conduct the hearing.
 - d. If both parties mutually disagree with the arbitrator name which has been selected using the above process, the process shall be repeated in its entirety in order to determine a selected arbitrator.
 - e. If, after two attempts, the parties mutually disagree with the arbitrator selected, then one party, chosen by the flip of a coin, shall draw one name by blind lot from the panel and that arbitrator shall hear the arbitration case.
3. The procedures of G.2 above, must be accomplished within 30 calendar days following the inability of the parties to mutually agree to an arbitrator as indicated in Section D above. Failure to complete the selection of an arbitrator within the time limits stated in D above or within this section 3 shall render the grievance withdrawn and considered resolved based on the Step 3 answer which then shall be final and binding.

H. SCHEDULING THE ARBITRATION HEARING

- 1. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator. The parties may, however, mutually agree in writing in advance to extend the 90-day time limitation. In such cases the arbitrator shall be informed of the parties' mutual agreement and shall be provided with a copy of such written agreement.
- 2. Should the Association make a request that the grievance be placed in abeyance for any reason, and should there be mutual agreement to place the grievance in abeyance, the period of abeyance shall not exceed 90 calendar days. The Association further agrees that grievances placed in abeyance shall have the time limits tolled during this period. Failure by the Association to reactivate the grievance within the 90 calendar days time limit following the request that it be held in abeyance will render the grievance ineligible for arbitration and the last preceding University written answer shall become final and binding.

I. ARBITRATION PROCEDURE

- 1. The Arbitration Procedure of this Agreement may be invoked only by FUPOA.
- 2. Unless there is mutual agreement by both parties to modify the scope of the hearing, the issue to be heard by the arbitrator shall solely and in its entirety be restricted to the matter which was the subject of the grievance as stated at Step 3. The decision of the arbitrator will be restricted to whether there is a violation of the Agreement as set forth in the last preceding written answer of the University. If such a violation is found, the arbitrator shall specify the remedy in accordance with the terms of this Agreement.
- 3. The arbitration hearing shall provide an opportunity for FUPOA and the University to examine and cross examine witnesses under oath or affirmation and to submit relevant evidence. FUPOA shall not be able to introduce new issues or allegations at the arbitration hearing. Evidence or facts which were known to FUPOA and the University but not introduced during the last preceding formal grievance step of the Grievance Procedure shall not be introduced by FUPOA or the University at the arbitration hearing.
- 4. Settlement offers made during the Grievance Procedure shall not be introduced as evidence in the arbitration hearing.
- 5. When the University has the information upon which to base a challenge to the arbitrability of a grievance and has such information prior to the selection of an arbitrator, the University shall inform the Association in writing of the intent to raise the issue of arbitrability prior to the selection of the arbitrator.
- 6. Should arbitrability be an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Should procedural arbitrability and/or subject matter arbitrability be raised by the University, two arbitration hearings will be held, if necessary, using two different arbitrators with

the hearing on the arbitrability of procedure and/or subject matter being held first, unless the parties agree otherwise.

7. Where two or more grievances involving the same grievant and/or same set of circumstances are appealed to arbitration an effort will be made to consolidate the grievances and agree upon a single arbitrator.
8. Arbitration hearings conducted pursuant to this Article shall be closed unless the parties mutually agree otherwise in advance and in writing.
9. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the parties at the hearing. In all respects he or she shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All evidentiary documents to be considered by the arbitrator shall be noticed or filed at the hearing.
10. The decision of the arbitrator on any issue properly before him or her shall be final and binding upon the University, the Association and all employees. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant the Association or the employee(s) any matters which were not obtained in the negotiation process.
11. The arbitrator shall have the authority to subpoena and require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion. The arbitrator shall have no authority to subpoena documents or records nor shall the parties be required or ordered to produce lists of witnesses prior to the hearing. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and the arbitrator shall, in advance of the hearing date, inform each party of the identity of witnesses subpoenaed by the other party. There shall be no discovery process nor shall either party be required to produce documents or records.
12. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case by case basis, be as mutually agreed upon by the parties or as specified by the arbitrator. Briefing time limits may be extended if mutually agreed upon by the parties.
13. The arbitrator shall consider the evidence presented and render a written decision within 30 calendar days of the close of the record of the hearing.
14. With regard to a grievance appealed to arbitration for which in whole or in part the remedy sought involves back wages or other monetary reimbursement, the University shall not, in providing such remedy as a result of an arbitrator's award or a settlement, be required to make any payment of wages or any other monetary reimbursement for:
 - a. Any period of time during which an extension of time limits has been granted at the request of FUPOA;
 - b. Any period of time between the date a hearing was originally scheduled to be held and, due to a request from FUPOA to postpone or change the scheduled hearing, the rescheduled date of the hearing;
 - c. Any period of time earlier than 30 days prior to the date of filing of the Step 1 written grievance; and
 - d. Any period of abeyance.
15. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits or rights lost as a result of a violation of the Agreement less any compensation from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.

16. An award of an arbitrator with respect to any grievance which shall be submitted to him or her shall not in any case be made retroactive to a date earlier than 30 calendar days prior to the initiation of the written grievance in Step 1 of the Grievance Procedure.
 17. In any settlement of a grievance appealed to arbitration involving retroactive payments, the appropriate University and Association representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no individual employee or group of employees may subsequently grieve the amounts received.
 18. Awards involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount and shall not include the awarding of interest or any other payment/credit unrelated to a benefit amount or an hourly wage. No award shall provide or require the payment of interest, damages, mental state considerations, pain and suffering, or any other forms of punitive damages, or attorney fees or representative(s) fees, or any other form of payment not related to the employee(s) regular hourly rate of pay and benefits associated therewith. Upon the motion of either party, or at his or her own discretion, an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment and/or credit.
- J.** The cost of the arbitrator and expenses of the hearing will be shared equally by the University and FUPOA. If either party or both parties request that a stenographic record of the hearing be made and transcripts provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitration.
- K.** Witnesses who appear at the arbitration hearing at the request of the Association shall be in a without-loss-of-straight-time pay status for time spent actually giving testimony. Every effort shall be made by the Association to avoid the presentation of repetitive witnesses. The grievant (one grievant in a group grievance) shall be in a without loss-of-straight-time pay status at the arbitration hearing. The University shall not be responsible for any lodging, travel or other expenses incurred by grievants, witnesses or Association representatives with regard to the arbitration hearing. The University shall not be required to grant without-loss-of-straight-time pay status to more than one employee Association representative for attendance at any one arbitration hearing.
- L.** An appeal to arbitration shall not constitute a bar to efforts by the University and FUPOA to achieve resolution of the grievance appealed to arbitration during the time the appeal is pending and until such time that an arbitrator has rendered his or her decision.
- M.** FUPOA shall have full authority to settle, withdraw, or otherwise dispose of any grievance brought on behalf of the Association and/or on the behalf of employees. An agreement to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration reached by and between the University and FUPOA shall be binding upon employees represented by FUPOA.
- N. PANEL OF ARBITRATORS**
1. The University and FUPOA agree that there will be a permanent panel of 18 (9 north, 9 south) arbitrators selected to hear arbitration cases which are scheduled for hearing pursuant to the provisions of this Article.
 2. Annually each party shall have the right to eliminate up to two arbitrators from the panels. A party exercising this right shall notify the other party in writing of the name(s) of the arbitrators to be stricken from the panel(s).
 3. In replacing arbitrators who were eliminated or removed themselves from the panels the parties will attempt to mutually agree upon replacements. If mutual agreement cannot be reached, replacement arbitrators will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated may not be placed back on a panel for two years.
- O.** In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, with the exception of those cases in which the issue is that of actions taken by the University pursuant to Article 8 - Discipline and Dismissal, FUPOA shall have the burden of proceeding and the burden of proof. The burden of proceeding and proof in cases in which

the issue is that of actions taken by the University pursuant to Article 8 - Discipline and Dismissal, shall be the University's.

- P.** Under no circumstances shall any grievance involving employees engaged in the violation of Article 34 - No Strikes be discussed or processed by the University to the arbitration stage or heard by an arbitrator while such violation continues. This provision shall not, however, waive compliance with the time limits for filing grievances or appeals from decisions rendered with regard to grievances or appeals to the Arbitration Procedure. Any grievance settlements and arbitration awards regarding back pay and/or reinstatement of benefits for employees who engage in violations of Article 34 - No Strikes shall not be made for any period of the time during which violations of Article 34 - No Strikes are occurring or have occurred.
- Q.** At all steps in the Grievance Procedure and in the Arbitration Procedure the grievant and the Association representatives shall materially expedite the resolution of the grievance by disclosing to the appropriate University representatives a full and detailed statement of the facts relied upon, the remedies sought, and the provision(s) of the Agreement relied upon.

ARTICLE 8 DISCIPLINE AND DISMISSAL

- A.**
1. The University shall have the authority to discharge or to take other appropriate disciplinary action against a non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.
 2. Such non-probationary career employee who alleges that such action is not based on just cause may appeal such action pursuant to the provisions of Article 6 - Grievance Procedure.

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.

C. INVESTIGATORY LEAVE

The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties. If upon conclusion of the investigation neither suspension without pay nor dismissal is determined to be appropriate, the employee shall be paid for the leave. If suspension without pay or dismissal is determined to be appropriate, up to 15 work days (120 hours) of the investigatory leave period may be without pay, provided the notice provisions and the employee response provisions in Sections D. and E. below have been followed.

D. NOTICE

1. Written notice of intent to suspend for more than five working days, demote, or dismiss shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in such address. The notice of intent shall be accompanied by Proof of Service (pursuant to Section M. of Article 6 - Grievance Procedure) indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.
2. The notice of intent shall:
 - a. Inform the employee of the disciplinary action which the University intends to take, the reason for the disciplinary action, and the effective date of the disciplinary action;
 - b. Inform the employee that he or she has a right to respond either orally or in writing, to whom to respond, and that the response must be received within

fifteen calendar days of the date of the issuance of the notice of intent in accordance with Section E. below. Requests for extension of time shall not be unreasonably denied;

- c. Include a copy of the charge and material upon which the charge is based.

A copy of the notice of intent shall be sent to FUPOA.

E. EMPLOYEE RESPONSE

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the University may reduce such discipline without the issuance of a further notice of intent. If the employee chooses to respond orally, the employee may request and, if such request is made, have present an Association representative.

**ARTICLE 9
PROBATIONARY PERIOD**

- A. Employees in this bargaining unit shall serve a probationary period of twelve (12) months of continuous service at one-half time or more without a break in service. Time required to complete the POST Basic Academy or equivalent and time on leave with or without pay are not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Prior to the completion of the probationary period, an employee may be released without cause at the sole discretion of the University.
- B. At the sole discretion of the University, an employee's probationary period may be extended. Such an extension shall be for a specific period of time. At least seven calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reasons for and the period of the extension.
- C. Disputes arising from this Article shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

**ARTICLE 10
PERFORMANCE EVALUATION**

A. DEFINITION

Performance Evaluation is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. Performance evaluation is not in and of itself a disciplinary procedure.

B. EVALUATION OF EMPLOYEES

The performance of each employee shall be evaluated periodically, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.

1. Evaluation of Probationary Employees

A probationary employee shall be evaluated in writing at least once near the midpoint of a full probationary period. Nothing in this Article shall in any way affect, interfere with, or prevent the release of a probationary employee at any time during a probationary period nor shall any provision of this Article affect, interfere with or prevent the extension of an employee's probationary period. The provisions of this Article shall in no way affect or alter the provisions of Article 9, Probationary Period, of this Agreement.

2. Evaluation of Non-probationary Career Employees

- a. Non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the individual campus-determined performance evaluation procedure(s). At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation. The comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
- b. For purposes of this Article only, the annual period within which written performance evaluations of non-probationary career employees are to be provided shall commence on the date the terms and provisions of this Article become effective.

C. GRIEVABILITY

1. A non-probationary career employee who receives a written performance evaluation with an overall rating lower than satisfactory or meets expectations may file a grievance pursuant to the provisions of Article 6, Grievance Procedure, of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and the revision of the rating(s) in question.
2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact, and effects, shall not be subject to Article 6 - Grievance Procedure or Article 7- Arbitration Procedure of this Agreement, with the exception of Section C.1. above.

**ARTICLE 11
HOURS OF WORK**

A. WORKWEEK/WORK PERIOD

The University, in its discretion yet subject to the requirements of law, may utilize either a work week or work period method of scheduling work hours for the members of this unit.

1. A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from Monday morning (12:01 a.m.) to midnight the following Sunday. Workweeks beginning and ending on a day other than the above may be established by the University at its sole discretion.
2. A work period is any established and regularly-recurring period of work that is not less than seven (7) consecutive days, nor more than 28 consecutive days. Except for this limitation, the work period can be of any length.

B. WORK SCHEDULE

1. A work schedule is the normal number of days and hours of work assigned to an employee within a workweek/work period. Employees will be scheduled in accordance with the needs of the University.
2. Full and part-time work schedules which may be established by the University include, but are not limited to:
 - a. Eight (8) hours per day on five (5) days within a workweek;
 - b. Ten (10) hours per day on four (4) days within a workweek;
 - c. Eight (8), ten (10) or twelve (12) hours per day on each work day assigned within a work period.
 - d. The University will make an effort to provide consecutive days off.
3. If the University decides to abolish, establish or change work schedules in work areas, the University shall inform FUPOA at least thirty (30) calendar days prior to taking such action.

C. WORK SHIFTS AND ASSIGNMENTS

1. A work shift is defined as the regularly assigned hours an employee works within the parameters of a specific work schedule as defined in B. above. (i.e. dayshift, swing shift, night shift, or graveyard shift.)
2. The University shall establish, abolish or change at its sole discretion any shift assignment(s). When feasible, the University shall provide at least fifteen (15) calendar days notice to an employee prior to a long-term change in the employee's shift. Provision or non-provision of such notice shall not be subject to Article 6 - Grievance Procedure or Article 7 – Arbitration Procedure of this Agreement.
3. With regard to shift assignments, on a campus by campus basis and in accordance with campus practice, employees covered by this Agreement may indicate a preference for a particular shift (i.e., day shift, swing shift, night shift, graveyard shift and days off) at every rotation.

D. POSTING/NOTICE OF SCHEDULES

The University shall, if practicable, post work schedules at least two (2) weeks in advance. Insofar as practicable, the University shall update posted work schedules as changes occur. "Posted work schedules" as used in this Article shall mean a printed, typewritten or handwritten schedule which is posted.

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 40 hours on pay status in a workweek, 80 hours in a 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.

G. ASSIGNMENT OF OVERTIME

The University shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the University. The University shall notify the employee that overtime must be worked as soon as practicable after the need for overtime is determined. Employees shall work overtime when such work is assigned.

H. OVERTIME COMPENSATION

1. At the option of the University and on a campus-by-campus basis pursuant to current practice, overtime shall be compensated at the appropriate 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.

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, such overtime will 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.
2. Each campus may set a maximum accumulation limit for compensatory time, but in no event shall an employee accumulate more than 480 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.
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 or at the employee's average rate of pay for the last three years of employment, whichever is higher.
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.
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, the employee who returns to work shall be paid 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

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.

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.

M. TRAVEL TIME

Travel time is time spent in transit on University business that is assigned by the University. 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.

N. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. Nothing in this article shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.
3. This article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek/work period.

**ARTICLE 12
TRANSFER**

- A.** Whenever a vacancy at any campus for a police officer position within the unit is designated by the University as a position for which recruitment shall be conducted, notice shall be posted for at least thirty (30) calendar days at all campuses. An employee may, before the closing date of such notice, apply for such vacant position.

**ARTICLE 13
LAYOFF**

A. DETERMINATION

The University, at its sole non-grievable discretion, shall determine when emergency, temporary, or indefinite layoffs are necessary.

B. DEFINITIONS

1. A layoff is an involuntary separation of a non-probationary career employee from employment.
2. An emergency layoff is one for which the need occurs suddenly, and shall not affect an individual employee longer than fifteen (15) days.

3. A temporary layoff is one for which the University specifies an affected employee's date for return to work of not more than one-hundred and twenty (120) calendar days.
4. An indefinite layoff is one for which the affected employee receives no date for return to work.
5. For the purposes of this Article, seniority shall be calculated by full-time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time-equivalent months (or hours), the employee with the most recent date of appointment is the "junior" employee.

C. SELECTION FOR LAYOFF

1. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this Article.
2. The order of layoff of employees shall be in inverse order of seniority, except that the University may retain, at its discretion, employees irrespective of seniority who possess special skills, knowledge, or abilities which are not possessed to the same degree by other employees in the same class and which are necessary to perform the ongoing function of the department/division.

D. NOTICE

1. When the University determines that a temporary layoff is imminent, it shall give FUPOA such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected.
2. When the University selects particular members of the unit for layoff, it shall give individual notice to each employee of the effective date of the layoff. Advance notice will be provided as follows:

a. Temporary Layoff:

When the University identifies particular employees to be affected by a temporary layoff, it shall give the individual employee written notice of the expected beginning and ending dates of the temporary layoff as follows:

- 1) The University shall give fifteen (15) calendar days notice of the expected beginning and ending dates of the layoff to the affected employee.
- 2) If less than fifteen (15) calendar days notice is given, the affected employee shall receive straight-time pay in lieu of notice for each additional day the employee would have been on pay status, had the employee been given fifteen (15) calendar days notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the employee's pre-layoff appointment rate.
- 3) For conversion from temporary layoff to indefinite layoff, the University shall give fifteen (15) calendar days notice.
- 4) If the ending date of the temporary layoff is changed, the University shall give the affected employee such advance notice as is practicable. The employee shall return to work on the date provided in the notice. The employee shall make every reasonable attempt to return to work on the date provided above and will notify the University in advance if unable to do so. The University and the employee shall attempt to establish a mutually agreeable return date. If, due to operational considerations, the University cannot accommodate the employee, he/she will be considered to have resigned effective on the date provided in the notice above.

5) Notice of a change in temporary layoff dates does not invoke the pay in lieu of notice provisions of this Article.

b. Indefinite Layoff:

For an anticipated indefinite layoff, the University shall give 30 calendar days notice, if feasible. If less than 30 calendar days notice is given, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status to a maximum of 30 calendar days. Upon receipt of written notice of layoff, an employee may schedule an appointment with the designated campus representative who will inform the employee regarding benefit continuation.

c. Emergency Layoff:

An emergency layoff requires no advance notice. Where an emergency layoff has occurred, the University shall notify FUPOA as soon as is reasonable under the circumstances.

3. The University shall notify FUPOA within a reasonable time after it notifies employees that they are to be laid off. To the extent possible, such notice will be concurrent.
4. In the event of an anticipated layoff of five or more full-time-equivalent (FTE) employees on the same effective date, the University will, to the extent possible, give 45 calendar days notice to FUPOA. When such notice is provided regarding the layoff of five or more FTE, the campus will, upon receipt of a timely written request from FUPOA, meet with FUPOA to discuss the layoff.

E. ALTERNATIVES TO LAYOFF

1. Emergency Layoff:

In the event of an emergency layoff, the University may attempt to avoid the layoff or ease its impact by:

- a) Scheduling the use of compensatory time off; or
- b) Offering affected employee(s) the opportunity to voluntarily use accrued vacation time or take a leave without pay.

Such alternatives to emergency layoff may be provided in accordance with the needs of the University. If, however, after seeking alternatives, the University determines the need to layoff employees continues to exist, the emergency layoff shall be implemented.

2. Temporary Layoff:

The University may attempt to avoid a temporary layoff, or to ease its impact, by implementing the following alternatives:

- a) Scheduling the use of compensatory time off; or
- b) Offering the affected employee(s) the opportunity to use accrued vacation time.

3. Indefinite Layoff:

The University may ease the impact of the indefinite layoff by offering the use of accrued vacation and/or compensatory time off, in accordance with the needs of the University.

F. RECALL

1. A non-probationary career employee who is laid off shall be recalled in order of seniority to an active, vacant career position in this unit at the campus from which the employee was laid off.

2. In order to be recalled to such active, vacant career position, the employee must, as determined at the sole, non-grievable discretion of the University, be qualified to perform the duties of the active, vacant career position.

3. Employees who are eligible for recall and have less than five (5) years seniority, shall retain recall eligibility for one (1) year. Employees who are eligible for recall and have five (5) or more years seniority, shall retain recall eligibility for two (2) years.

4. Recall Termination:

The right to recall terminates at the end of the period of eligibility described in Section F.3. above, or if an employee:

a. Fails or refuses within ten calendar days to respond affirmatively to University inquiries concerning the employee's desire to return to work. The ten calendar day response period shall begin immediately upon personal notice or ten calendar days from the date written notice is postmarked; or

b. Refuses a recall to work; or

c. Accepts recall in any previously held career position at a lower salary level.

G. CONTINUITY OF SERVICE UPON REEMPLOYMENT

Reemployment in a career position within the period of right to recall provides continuity of service and continuation of previously accrued seniority. However, seniority and benefits accrue only when an employee is on pay status.

H. BENEFIT COVERAGE

See Article 16 - University Benefits.

I. SUBCONTRACTING

When feasible, the University shall at least 60 calendar days prior to the commencement of work by a contractor inform FUPOA regarding the subcontracting of all or any portion of any operation which results in the layoff of a paid police officer position.

J. In the event an alleged violation of this Article with regard to notice is grieved/arbitrated, notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the employee whole for the number of days the notice was deficient. In no case shall such amount be calculated for a period of greater than thirty (30) calendar days.

**ARTICLE 14
RESIGNATION**

A. Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily terminates from a position with the University shall be required to submit a letter of resignation as notice of termination at least 15 calendar days prior to the effective date of such resignation/termination. Any and all compensation due and/or owing such employee may be withheld pending timely receipt by the University of such notice of resignation/termination.

B. Failure to report to work without having submitted a written notice of resignation/termination shall be treated as an abandonment by the employee of his/her position with the University.

C. Upon submission of a notice of resignation/termination there shall be no withdrawal or stopping or estopping of the resignation/termination except by the written mutual agreement of the University and FUPOA.

D. If an employee fails to report for work as scheduled or as directed by his/her immediate supervisor, or to contact his/her immediate supervisor regarding absence from work, the University shall have the non-grievable authority and discretion to discipline the employee.

- E. If the employee fails to report to work as scheduled or directed by his/her immediate supervisor for a minimum of five consecutive work days, the University may consider the employee to have abandoned his/her position and may, at the University's sole discretion, initiate discipline of the employee, which may include terminating the employee for position abandonment.
- F. The University shall notify the employee in writing at the employee's last known mailing address of all actions taken under the provisions of this Article.

**ARTICLE 15
PERSONNEL FILES**

- A. An employee shall, upon written request to the University, have the opportunity to review his/her personnel file(s) within a reasonable time in the presence of a representative of the University. At the time of such request the supervisor, to the extent he/she is aware of the location(s) of such files, shall inform the employee of the location(s) of the file(s).
- B. Where operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity.
- C. Copies of letters of warning and/or disciplinary action shall, upon being placed in the employee's personnel file(s), be provided to the employee. Employees' written comments, if any, regarding such letters shall be placed in their personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters. Proof of Service (pursuant to M. of Article 6 - Grievance Procedure) shall accompany the copies.
- D. Records involving the processing of an employee's grievance such as the grievance form, step appeals/responses, and settlement documents will be kept in a file separate from the employee's personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents that result from a settlement agreement.
- E. Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor his/her representative shall be entitled to review confidential pre-employment information or confidential information relating to transfers or promotions of the employee out of his/her bargaining unit, nor shall the employee or his/her representative be entitled to review documents related to internal University labor relations or personnel policy or Agreement applications.
- F. Pursuant to University procedures, fees may be charged for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy of the individual employee's own records.

**ARTICLE 16
UNIVERSITY BENEFITS**

A. GENERAL CONDITIONS

- 1. Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic, employees of the University. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year. The University may, at its option, alter its health and welfare programs and/or retirement system plans (UCRS). Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/laboratory. The sole exceptions to the above shall be 1) any alterations proposed by the University which affect only bargaining unit employees, and 2) any alterations proposed by the University which reduce the UCRS retirement benefits of

bargaining unit employees. In such cases, the University agrees to meet and confer with respect to the proposed change.

2. The University's maximum monthly rates of contribution for bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.
3. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by bargaining unit members, normally through payroll deduction.
4. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 16, University Benefits preserves the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Temporary Layoff/Temporary Reduction In Time/Furlough

Health plan contributions by the University will be provided for unit employees, in accordance with Section C, below, when the employee is affected by the following conditions lasting up to 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.

2. Military Leave

An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.

3. Leaves Of Absence Without Pay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c., below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
- b. Except as provided in Section 3.c., below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the plan documents, rules and regulations.
- c. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix B. FUPOA understands and agrees that the descriptions contained in Appendix B do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to FUPOA.
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of

California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

ARTICLE 17 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 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.

2. FOR UCB, UCSF, 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. 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.

D. RELIGIOUS OBSERVANCE

By charging time off to vacation, compensatory time off, leave without pay, or the holiday time bank, an Officer may observe a special or religious holiday if the University determines that work schedules permit.

E. ELIGIBILITY

An eligible full-time Officer on pay status on the Officer's last scheduled work day before the holiday and first scheduled work day after the holiday shall be compensated for the holiday. No Officer shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence.

F. TEMPORARY LAYOFF

A full-time Officer on a temporary layoff of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday which occurred during that period.

**ARTICLE 18
VACATION**

A. VACATION CREDIT

- 1. Until a location converts to the hourly factors set forth in A.2 below, the existing location practices will remain in effect.
- 2. For locations which will implement the Factor Accrual System set forth below, an eligible employee shall earn vacation credit each month or quadri-weekly cycle (i.e., two consecutive bi-weekly pay periods) based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

Years of	Per Hour on	Approximate Yearly	Maximum Accumulated

Qualifying Service	Pay Status*	Earning**	Balance
Less than 10	.057692	15 days	240 hours
10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

*Time on pay status in excess of a full-time employee's work schedule does not earn vacation credit.

**Full time rate.

3. For locations retaining the monthly banded Accrual System, an eligible employee shall earn vacation credit (Appendix C) each month based on the number of hours on pay status for that month at the following rates:
 - a. Ten hours per month for a full-time employee with less than ten years of qualifying service;
 - b. Twelve hours per month for a full-time employee with at least ten but less than 15 years of qualifying service;
 - c. Fourteen hours per month for a full-time employee with at least 15 but less than 20 years of qualifying service; and
 - d. Sixteen hours per month for a full-time employee with 20 years or more of qualifying service.
4. A month of service at one-half time or more is a month of qualifying service.
5. An employee must be on pay status for a least one-half of the working hours of a month or a quadri-weekly cycle to earn vacation credit for that month. Vacation credit is earned proportionately for hours on pay status over one-half of the full-time working hours of the month or quadri-weekly cycle but less than full-time. Time on pay status in excess of an employee's full-time work schedule does not earn vacation credit.
6. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
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.

B. VACATION CREDIT USE

1. Vacation leave is scheduled at the convenience of the University. An employee appointed at 50% or more of full-time is eligible to earn vacation credit from the date of hire. No vacation shall be used prior to the time it is credited.
2. When during the review of simultaneous requests for vacation submitted by more than one employee, operational needs do not permit the granting of requests for vacation at the same time for the employees who have requested that specific time period, preference in granting the request shall be based on the respective seniority

of the employees. Where a practice of rotation of vacation periods exists, such practices shall continue, and only operational needs will be used in assigning such vacation.

C. VACATION PAY

1. Pay for vacation shall be at the employee's straight-time rate including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on vacation.
2. An employee who separates from employment shall be paid for any earned vacation through the employee's last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement. An employee granted extended military leave is eligible for accrued vacation pay according to the provisions of Article 20, Leaves of Absence, Section K - Military Leave.

D. TRANSFER OF VACATION CREDIT

An employee who is transferred, promoted, or demoted to another University position in which vacation credit can be earned shall have any earned vacation credit transferred unless such transfer is in conflict with an Agreement covering the new position. An employee who is transferred, promoted, or demoted to a University position for which a transfer of credit is in conflict with an Agreement or in which vacation credit is not earned shall be paid for any earned vacation at the time of transfer.

E. CURTAILMENT PERIOD

1. Consistent with the University's right to determine the orderly, effective and efficient operation of the University, the University may elect at one or more of its locations, to curtail or shut down some or all of its activities.
2. If such total or partial closure or curtailment of operations occurs, whether or not the University is able to anticipate such event, employees affected shall select one or a combination of the following options to cover their status during such period of time.
 - a. Employees may use accumulated vacation leave during the period. Newly employed unit members would be allowed to use accrued vacation even if the required six (6) continuous months on pay status has not been completed. Employees without sufficient accumulated vacation would be allowed to use up to three (3) days vacation leave prior to actual accrual.
 - b. Employees with accrued compensatory time may elect to use it to cover the scheduled time off or to offset the use of vacation time.
 - c. Employees who do not wish to use vacation or compensation time off may elect to take a leave without pay during the closure.
 - d. Employees who do not select from a., b., or c. above or who do not qualify for a., b., or c. above, shall, for the period of time necessary, be placed in a leave without pay status.

F. DONATION FOR CATASTROPHIC LEAVE

Any bargaining unit employee may participate in a campus Catastrophic Illness/ Injury Leave program, if any, in accordance with the provisions of that location's Program.

**ARTICLE 19
SICK LEAVE**

A. SICK LEAVE CREDIT

1. Until a location converts to the hourly factor set forth in A.2 below, the existing location practices will remain in effect.
2. Credit at Locations Implementing the Factor Accrual System
 - a. An employee on pay status for at least one-half of the working hours in a

month or quadri-weekly cycle (i.e., two consecutive bi-weekly pay periods) is eligible to accrue sick leave credit for that period. An employee shall accrue leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accrued is unlimited.

- b. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave accrued.
 - c. Accrued sick leave shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall accrue proportionate sick leave through the last day on pay status.
3. Credit at Locations Retaining Monthly Banded Accrual System
- a. At locations retaining the monthly banded accrual system, an eligible employee shall accrue sick leave credit at the rate of eight hours per month for full-time employment.
 - b. An employee must be on pay status for at least one-half of the working hours of a month to accrue sick leave credit for that month. Sick leave credit is accrued proportionately, as set forth in the Sick Leave Credit Table below, for hours on pay status over one-half of the full-time working hours of the month but less than full time. Time on pay status in excess of a full-time employee's work schedule does not accrue sick leave credit.
 - c. Accrued sick leave for each month is credited on the first day of the following month, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status. The number of sick leave hours which may be accrued is unlimited.

SICK LEAVE CREDIT TABLE

NUMBER OF HOURS ON PAY STATUS				Percent of Time on Pay Status	Hours of Sick Leave Earned
160-Hr.* Month	168-Hr.* Month	176-Hr.* Month	184-Hr.* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 89	84 - 94	88 - 98	92 - 103	50 - 56	4
90 - 109	95 - 115	99 - 120	104 - 126	57 - 68	5
110 - 129	116 - 136	121 - 142	127 - 149	69 - 80	6
130 - 149	137 - 157	143 - 164	150 - 172	81 - 93	7
150 - 160	158 - 168	165 - 176	173 - 184	94 - 100	8

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

B. SICK LEAVE CREDIT USE

1. Sick leave is to be used for personal illness, personal disability or medical appointments; and, as provided below, for the serious illness of an employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or of any other person for whom the employee has a personal obligation who is residing in the employee's household or for bereavement.
2. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally-scheduled hours of work. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or the beginning of a leave of absence without pay. However, an employee on pregnancy disability may use sick leave for the time period beginning with the date on which she is physically unable to perform the normal duties of her job or the date of delivery, whichever is earlier, and continuing through the date of release certified by her doctor.

3. Up to thirty days of accrued sick leave per year may be used when the employee is required to be in attendance or to provide care because of serious illness of the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
4. If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accrued sick leave for that personal illness. Sick leave may not be used for illness of a family member during the employee's vacation.
5.
 - a. Up to five days of accrued sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; or any other person for whom the employee has a personal obligation who is residing in the employee's household. For purposes of this Section B.5.a. only, an employee, including a probationary employee, may use up to five days of accrued vacation leave or compensatory time off when the employee's sick leave credit is exhausted.
 - b. In the event of a personal obligation regarding funeral attendance/bereavement for any other person, an employee shall be permitted to use no more than five days of accrued sick leave per calendar year. The employee shall provide notice to his/her immediate supervisor.

C. SICK LEAVE PAY

Sick leave is paid at the employee's straight-time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

D. SICK LEAVE NOTIFICATION AND VERIFICATION

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to a notice of illness/disability and the return to work by an employee, no time for which the employee has requested/received sick leave authorization shall be charged to accrued/anticipated compensatory time, leave with pay, vacation, or holiday time in lieu of sick leave time.
2. When it appears to be justified, an employee may be required to submit satisfactory documentation of personal or family illness, disability, or death to the University in order to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he/she will be required to provide such documentation.
3. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
4. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which he/she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program. When an employee has been recommended for relief from duty by a medical practitioner acting on behalf of the University, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the University's practitioner.
5. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a

physician of its choosing on the employee's work time.

6. Any employee who anticipates a series of three or more medical appointments which will require a repeated use of sick leave shall inform his/her immediate supervisor of the anticipated schedule of treatment.
7. Except as protected under applicable State or Federal law, an employee's repeated use of sick time may result in loss of sick leave pay when the University determines that such use is abusive, provided prior notice is given to the employee that sick leave will be denied on future instances of illness, irrespective of the nature or duration of illness.

E. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. An employee transferred, promoted, or demoted without a break in service shall have any accumulated sick leave transferred if the employee is moving to a position where sick leave is accumulated. An employee transferred, promoted, or demoted to a position which does not accumulate sick leave shall have his/her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position within the University which does accumulate sick leave, the previously-accumulated sick leave shall be restored. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.
2. An employee reemployed from University service or State of California service into the bargaining unit after a break in service of less than 15 calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave. If an employee is employed or reemployed in this bargaining unit after a break in service of more than 15 calendar days but less than six months, sick leave accumulated from prior service up to a maximum of 80 hours shall be reinstated. For purposes of this Section E.2. only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.
3. An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accrual, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program.

F. CONVERSION OF SICK LEAVE ON RETIREMENT

Upon retirement members of the University of California Retirement System shall have their accrued sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accrued sick leave.

G. ATTENDANCE STANDARDS

1. The University shall have the discretionary, non-grievable authority to establish, on a work-location-by-work-location basis, hourly, daily, weekly, monthly and/or annual attendance standards. Employees who do not meet such standards shall be subject to discipline, up to and including discharge.
2. The number of hours of sick leave generated per month or the ability of an employee to accrue sick leave shall not have any bearing on the meeting of attendance standards.
3. At least 30 calendar days prior to the implementation of new or changed attendance standards, the University shall inform FUPOA.

H. CATASTROPHIC LEAVE

When the University implements a catastrophic leave program at a campus /hospital/laboratory, or a department at any of these locations, the provisions of the program shall apply equally to eligible employees covered by this Agreement.

ARTICLE 20 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University.

1. Benefit Eligibility

- a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Except as provided in Section D. Family Care and Medical Leave, an eligible employee on approved leave without pay may select to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- b. Employee benefit plan coverage during an approved leave of absence for reasons of family care and/or medical leave will be continued in accordance with the provisions of Section C.6. Pregnancy Disability and Section D. Family Care and Medical Leave.

2. Except as provided in Section D.1.I., Family Care and Medical Leave, periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.

3. Requests for Leave

Except as provided in Section D. Family Care and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, with 30 days advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible, and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section D. Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months.

5. Return to Work

- a. Except as provided in Section C., Medical Leave of Absence, Section D., Family Care and Medical Leave, and Section K., Military Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.

- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

B. PERSONAL LEAVE

1. A non-probationary career employee may be granted a personal leave of absence without pay at the sole, non-grievable discretion of the University. Such leave shall not exceed six calendar months.
2. If an employee's request for a personal leave of absence without pay is denied, such denial may, upon the employee's written request, be reviewed by the Department/Division Head. The results of such a review shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.
3. The University at its sole non-grievable discretion may approve an extension of a personal leave of absence without pay for a total leave of not normally more than 12 months.

C. MEDICAL LEAVES OF ABSENCE

1. Medical Leave of Absence, granted under this section, is the period(s) an eligible employee is granted leave from work for medical reasons in accordance with Section C.2., Eligibility, below. This leave includes the combined use of accrued sick leave and the medical leave of absence without pay in accordance with the provisions of this Article and Article 19 -Sick Leave. In the event that an employee's accumulated sick leave credit is exhausted, an employee may be placed on a Medical Leave of Absence without pay in accordance with the provisions of this section. Medical leaves of absence without pay are provided for leaves due to non-work related illnesses or injuries.
2. Eligibility
 - a. An employee may be eligible for a Medical Leave of Absence without pay when he/she:
 - 1) Is medically incapable of performing essential assigned functions of his/her job due to a non-work related illness or injury; and
 - 2) Has furnished evidence of disability satisfactory to the University; or
 - 3) Has exhausted her four (4) month entitlement under Pregnancy Disability leave; or
 - 4) Has either exhausted his/her 12 workweek entitlement under Section D. Family Care and Medical Leave, or is not otherwise eligible for medical leave under Section D. Family Care and Medical Leave or Pregnancy Disability Leave under Section C.6.

3. Notification

Requests for medical leave without pay shall be in writing as provided in Section A.3., and the employee shall furnish evidence of disability satisfactory to the University as provided in Section C.4., Documentation and Verification, below. Additionally, an employee must notify the University of a need to extend his/her medical absence from work prior to the anticipated date of return.

4. Documentation and Verification

- a. Documentation of the employee's disability and/or ability to return to work is required and is subject to verification by the University. Such documentation shall include, but is not limited to, a health practitioner's (as defined in Article 19 - Sick Leave, Section D.4.) statement of the anticipated duration of disability, and a statement that the employee is incapable of performing the essential assigned functions of his/her job, or is able to return and perform the essential assigned functions of his/her job.
- b. The University may have an employee claiming disability examined by a

physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination required by the University.

- c. Verification of medical disability for pregnancy-related purposes additionally includes a physician's statement regarding the estimated date of delivery and the anticipated date of the employee's ability to perform the essential assigned functions of her job.

5. Duration

Medical leaves of absence are granted for the period of verified disability and are not granted for non-disability purposes. When the use of accrued sick leave and a medical leave of absence without pay are combined, a medical leave of absence from work for non-work related disability purposes may be granted by the University for a total period of verified disability not to exceed six months.

6. Pregnancy Disability Leave

- a. During the period of verified pregnancy-related/childbearing disability, a female employee is entitled to and the University shall grant a medical leave of absence of up to four months. If the pregnancy-related/childbearing medical disability continues beyond four months, a medical leave of absence may be granted in accordance with Section C.4.a, above, for a total medical absence not to exceed six months. Additionally, the employee may be eligible for a parental leave to care for a newly born child in accordance with Section D., Family Care and Medical Leave.

When parental leave is granted under Section D., Family Care and Medical Leave, the total of parental leave and pregnancy-related/childbearing disability leave, when taken in conjunction, shall not exceed seven months in the leave year.

- b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, up to 12 workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee shall also be entitled to up to 12 workweeks of State Family Care and Medical Leave for any covered reason except leave for pregnancy or a pregnancy-related medical condition provided the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year.
- c. When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of four months in any twelve-month period.
- d. As an alternative to, or in addition to pregnancy disability leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section shall not be counted toward an employee's entitlement of up to four months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.
- e. Pregnancy Disability Leave may consist of leave without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If accrued sick leave is exhausted, an eligible employee may elect to use accrued vacation prior to taking medical leave without pay, but not to exceed a total medical absence from work of six months. In the event that the employee's accrued sick leave is greater than six months, a medical leave of absence without pay, in addition to the use of all accrued sick leave, shall not be granted.

7. Extensions of Leaves

- a. In the event that an employee's verified non-work-related disability exceeds six months, a personal leave of absence may be granted in accordance with the provisions of Section B., of this Article. However, the aggregate of leave for medical reasons shall not exceed 12 consecutive months. The granting of a personal leave of absence in order to extend an employee's total absence from work for medical purposes is at the sole discretion of the University and without recourse to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement. An employee on such personal leave of absence shall submit medical verification that he/she has been medically released to perform the essential assigned functions of his/her job prior to his/her return in accordance with Section C.4.a. of this Article.
- b. If an extension to a medical leave of absence within the total six-month period or if a personal leave of absence after six months is not granted, an employee may be medically separated in accordance with Article 23 - Medical Separation of this Agreement.

8. Return from a Medical Leave of Absence

- a. An employee who has been granted a medical leave of absence for pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four months of the date on which the pregnancy-related/childbearing medical leave commenced.

If the same job is not available, a similar job will be offered. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. A female employee who is also granted Parental Leave under Section D. Family Care and Medical Leave shall be returned to work in accordance with Section D.3.h., of this Article. An employee who was granted a medical leave of absence beyond four months in accordance with Section C.6.e., shall be returned to the same or a similar position except as provided in Section C.7., of this Article.

- b. An employee who has been granted an approved medical absence for medical reasons other than pregnancy-related/childbearing disability shall be returned to the same or a similar position when the employee has been medically released to perform the essential assigned functions of his/her job, except as provided in Section C.7. of this Article. If the position held has been abolished or affected by layoff during the absence, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff.

D. FAMILY CARE AND MEDICAL LEAVE

1. Definitions

Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition.

- a. The leave year is the year in which the employee is eligible for up to 12 workweeks of leave (Sections D.2. and D.3.a.1.) and will be as identified by the University to FUPOA in accordance with Section D.3.a.1).
- b. The qualifying year is the 12-month period immediately preceding the date on which the employee requests to commence leave and in which the employee must have worked 1,250 hours (Section D.2.).
- c. Parental Leave is leave to care for the employee's newborn or newly adopted child, or placement of a foster child. Parental Leave shall be initiated within one year of the birth or placement of the child and shall be

taken in accordance with applicable federal and state regulations. The total of Pregnancy Disability Leave (C.6.) and Parental Leave (D.3.e.), when taken in conjunction, shall not exceed seven months pursuant to Section C.6.a. of this Article.

- d. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform any one of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C.6.
- e. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.
- f. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.
- g. Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian or an individual who stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in loco parentis.
- h. Spouse means a partner in marriage.
- i. An employee's own serious health condition means an illness, injury, impairment, physical or mental condition that makes the employee unable to perform any one of the essential assigned functions of the employee's position and involves one of the following:
 - 1) Inpatient care in a hospital, hospice, or residential medical care facility, or,
 - 2) Continuing treatment by a health care provider for:
 - a) A period of incapacity of more than three (3) consecutive calendar days, or
 - b) Any period of incapacity of treatment due to a chronic serious health condition, such as, leave for purposes of disability or Workers' Compensation, or
 - c) Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- j. A serious health condition for the purpose of family illness means an illness, injury, impairment, physical or mental condition, as described in D.1.i. above, of the employee's child, parent or spouse which requires the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- k. Health care provider means an individual who is licensed in California to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners, any individual duly licensed to practice medicine in another state or jurisdiction, or any health care provider that the employee's health plan carrier recognizes for purposes of payment.
- l. 1,250 Hours of Actual Service means time actually spent at work and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. Eligibility Criteria

Employees who have at least one year of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement), and have worked at least 1,250 hours of actual hours worked during the 12-month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of 12 workweeks of Family Care and Medical Leave in the leave year, except as otherwise provided in this Article. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation, and leave of absence without pay. Aggregate Family Care and/or Medical Leave shall not exceed 12 workweeks in the leave year. An employee on approved leave may use compensatory time as defined in Article 11 - Hours of Work, prior to beginning FMLA leave.

3. General Provisions

a. Time Periods

- 1) For Family Care and Medical Leave purposes only, 12 workweeks means 12 workweeks in any 12-month period for full-time employees. For employees who work less than full time or who work full time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis. In the event University policy and/or applicable State or Federal law result in a different date of commencement for this 12-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.
- 2) When medically necessary, and supported by medical certification, the University shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of 12 workweeks in the leave year.
- 3) When the employee requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Should the employee object to the temporary transfer, the employee may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure.

b. Notice

- 1) If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.
- 2) If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.
- 3) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, with such notice within five working days after learning of the event.

- 4) An employee who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay, may have his/her family care and/or medical leave delayed until 30 days after the date on which the employee provides notice.
- 5) The University shall determine whether the employee is eligible and the leave is designated or provisionally designated as FMLA leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of 12 workweeks in the leave year may be granted in accordance with this Section.

c. Certification

1) For the Employee's Own Serious Health Condition

When leave is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the employee's health care provider. Such request to the employee shall be in writing. The certification may be provided on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include the following:

- a) A statement as to whether the employee is unable to perform any one of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform, and
- b) The date, if known, on which the serious health condition commenced, the probable duration of the condition and the probable date of return, and
- c) Whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule, and,
- d) If the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

2) If Leave is Requested for the Employee's Family Member

When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:

- a) A statement that the serious health condition warrants the participation of the employee to provide supervision or care during a period of the treatment, or incapacity or psychological comfort, and
- b) Whether the employee's family member will need care intermittently or on a reduced leave schedule and the probable duration that the employee is needed to provide care.
- c) In addition, the employee will be required to certify either on

the form or separately the care he/she will provide the family member and the estimated duration of the period of care.

- 3) Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider jointly approved by the University and the employee. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- 4) If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.
- 5) If certification or recertification is required, the employee shall return the certification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period, may result in the denial of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or the denial of continuation of the leave. If the employee fails to provide a certification/recertification or a completed certification/ recertification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.
- 6) An employee who has been granted a Medical Leave shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification.

d. Use of Accrued Paid Leave

- 1) An employee on approved Family Illness Leave may elect to use accrued compensatory time off in accordance with Article 11 - Hours of Work prior to beginning FMLA leave. An employee may, at the discretion of the University, elect to use accrued vacation time before taking a FMLA leave without pay. If the employee's vacation leave accrual is at maximum the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay. Up to 30 days of accrued sick leave per year may be substituted for Family Illness Leave granted under this section pursuant to Article 19 - Sick Leave, Section B.3.
- 2) An employee on an approved Parental Leave may elect to use accrued compensatory time off in accordance with Article 11 - Hours of Work prior to beginning FMLA leave. An employee may elect to use accrued vacation time before taking a FMLA leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- 3) An employee on leave for his/her own serious health condition, shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 21 - Work Incurred Injury / Illness.

Employees not eligible for University disability benefits and who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued compensatory time off in accordance with Article 11 - Hours of Work prior to beginning FMLA leave. An employee may also use accrued vacation before taking a FMLA leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.

e. Parental Leave

Parental Leave is a form of Family Care and Medical Leave to care for the employee's newborn or a child placed with the employee for adoption or foster care and shall be initiated and concluded within one year of the birth of placement of the child. The University will grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under the Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that year.

- 1) Requests for Parental Leave: The employee shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a FMLA leave on account of the pregnancy/childbearing disability, shall be set at the time such FMLA leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.
- 2) Duration: When Parental Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven months in the leave year.
- 3) The University shall grant a Parental Leave of less than two weeks duration on any two occasions during the leave year. The University, at its discretion, may request that any additional leaves requested during this same time period be for a minimum duration of two weeks.

f. Continuation of Health Benefits

An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in the leave year. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

g. Review of Denials or Deferrals of Family Care Leave Requests

If an employee's request for Family Care and/or Medical Leave is denied, deferred or otherwise provided for short of the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department/Division Head. Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review shall be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

h. Return to Work

An employee granted Family Care and/or Medical Leave shall be returned to the same or an equivalent position upon return from the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. An employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

E. JURY DUTY/GRAND JURY DUTY

Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and grand jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. Upon request, the University will endeavor to accommodate an employee's summons to jury duty with a change in shift assignment.

F. VOTING

An employee shall be granted leave with pay, up to a maximum of two hours, for voting in a statewide primary or general election if the employee is scheduled to work eight hours or more on that day and does not have time to vote outside of working hours.

G. BLOOD DONATIONS

An employee may be granted leave with pay, up to a maximum of two hours, for donating blood during regularly scheduled hours of work.

H. ADMINISTRATIVE OR LEGAL PROCEEDINGS

1. When an employee is attending administrative or legal proceedings on behalf of the University or is subpoenaed by the University to appear as a witness on its behalf in an administrative or legal proceeding, leave without loss of straight-time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.
2. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.
3. The granting of leave without loss of straight-time pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University.

I. EMERGENCIES

In the event of natural or man-made emergencies, an employee may be granted leave with straight-time pay during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

J. UNIVERSITY FUNCTIONS

At the sole, non-grievable discretion of the University and on a campus/Laboratory basis and within a campus/Laboratory basis, an employee may be granted leave during regularly-scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight-time pay.

K. MILITARY LEAVE

1. Eligibility for Pay and Benefits

An employee is entitled to Temporary Military Leave for Training (Military Reserve Training Leave), Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

2. An employee granted temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty calendar days of such leave in any one fiscal year, but not to exceed the actual period of service, provided:

- a. The employee has at least twelve months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
- b. Such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty calendar days in any one fiscal year.
- c. Part-time Employee: An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.
- d. Ineligible Employee: An employee not eligible for military leave pay may have such absence charged to accrued vacation or accrued compensatory time off; or the military leave may be without pay.
- e. Monthly/Weekly Drills: Paid leave is not guaranteed for inactive duty such as regular weekly or monthly meetings or weekend drills.
- f. Service Credit and Benefits: An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 18 - Vacation Leave, Article 19 - Sick Leave and Article 17 - Holidays. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws, the employee shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable

retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's groups insurance regulations.

3. Temporary Military Leave for Active-Duty Training

Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the United States Armed Forces is ordered to full-time active military duty for training for a period not to exceed 180 days, including time spent traveling to and from such duty.

4. Extended Military Leave

Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or the Naval Militia. Such leave shall be granted for active-duty service of any length for active-duty training in excess of 180 days.

- a. Period of Leave: An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to

exceed five years. In addition, leave shall be granted for a period up to six months from the date of release from duty if the employee requests such extension.

- b. Service Credit and Benefits: An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed 180 days. Vacation credits retained on the records in excess of 180 days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous 180 day period.
- c. Sick leave credit shall be retained on the records.
- d. Probationary Employee: An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.
 - 1) If the probationary employee served in active military service for a period of more than thirty days, he/she shall not be separated from employment by management action except for cause for six months from the date of reinstatement.
 - 2) If the probationary employee served in active military service for a period in excess of 180 days, he/she shall not be separated from employment by management action except for cause for one year from the date of reinstatement.

5. Emergency National Guard Leave

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section G.4.

- a. Eligibility for Pay: An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty calendar days in any one fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
- b. Benefits: An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length-of-service credit, provided that the employee returns to University service immediately after the emergency service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 18 - Vacation Leave, Article 19 - Sick Leave and Article 17- Holidays.

6. Physical Examination

Military leave with pay shall be granted to an employee in accordance with Section G.2. regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

- a. Time off for other physical examinations in connection with military service may be charged to accrued sick leave, accrued vacation leave, or accrued compensatory time off, or shall be without pay.
- b. The University may require verification of an employee's military orders to

report for a physical examination.

7. Reinstatement

Following release from military service, an employee shall have such right to return, and only such right as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave as provided by the Agreement.

- L. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, in accordance with Article 14 - Resignation, if such failure to return exceeds five consecutive working days of the anticipated return date.

**ARTICLE 21
WORK INCURRED INJURY/ILLNESS**

- A. An employee of the unit is entitled, under California Labor Code Section 4806 to leave with full salary for a period not exceeding one year for an injury/illness arising out of and in course of the employee's duties. This leave shall not be charged to accrued sick leave or vacation.

**ARTICLE 22
REASONABLE ACCOMMODATION**

- A. The University will provide reasonable accommodation to qualified employees with disabilities, subject to defenses available under applicable law, when such disabilities substantially interfere with the major life activity of working. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.
- B. After receipt of medical documentation from a qualified employee with a disability, the University will determine what assistance, if any, will be offered to the employee. If appropriate, this assistance shall include information about vocational rehabilitation services. Documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- C. A non-probationary career employee who becomes a qualified employee with a disability and who has received vocational rehabilitation services may be selected for a position without the requirement that the position be publicized when approved by the University.
- D. When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a non-probationary career employee who becomes a qualified employee with a disability may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not

exceed one year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall be designated as casual.

E. MODIFIED DUTY ASSIGNMENT

- 1. On a campus-by-campus and case-by-case basis, subject to operational considerations and budgetary constraints, the University will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. The University may, subject to those same considerations, make temporary modified duty assignments due to non-work-related injuries. The assignments, regardless of the injury, may be hourly/weekly/monthly in nature and are at the sole, non-grievable and non-arbitrable discretion of the University.
- 2. Ordinarily, temporary modified duties assignments shall not be authorized for periods exceeding one month in duration. The Police Chief may grant an extension after consideration on a case-by-case basis.

3. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.
4. At least thirty (30) calendar days prior to the implementation of new or changed temporary modified duty assignment programs, the Campus shall inform FUPOA.

**ARTICLE 23
MEDICAL SEPARATION**

- A. 1. When the University determines that an employee is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition, that employee may be medically separated. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes. Non-probationary career employees separated under this Article are eligible for special employment procedures.
2. If a non-probationary career employee who is on an approved leave of absence related to a medical condition has a specific return to work date which is within 180 calendar days of the beginning of the original leave of absence, such employee shall not be medically separated during the period between the beginning of the leave of absence and the initially established return to work date (a maximum of 180 calendar days). Medical documentation must be established by a health practitioner licensed in the state in which she/he practices.
- B. The University shall pay the reasonable costs of any medical examinations requested by the University.
- C. Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by Proof of Service. The notice shall:
 1. Inform the employee of the action intended, the reason for the action, and the effective date of the action including copies of the department head's statement, if any, and other pertinent material considered.
 2. Inform the employee of the right to respond and to whom to respond within fifteen (15) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice sent to the employee.
- D. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. The effective date of separation shall be at least fifteen (15) calendar days from the date of issuance of notice of intention to separate (pursuant to Section C. above) or timely receipt of the employee's response, if any, whichever is later. The effective date of separation and the employee's rights to appeal shall be included in such letter.
- E. An employee shall not be separated pursuant to this Article while the employee is drawing accrued sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave.
- F. For a period of one year following the date of a medical separation, a former non-probationary career employee may be selected for a position without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three years from the date benefits commenced. During such periods an employee shall be given assistance in accordance with Article 22 – Reasonable Accommodation.
- G. If a non-probationary career employee separated under this Article is reemployed within 180 calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is reemployed within three years, a break in service does not occur.

**ARTICLE 24
DEVELOPMENT**

- A. 1. At its sole discretion, the University may permit employees to attend career-related or position-related development programs. In each case payment of fees, duration of released time and status of released time as time on pay status or time worked is

at the discretion of the University.

2. When the University requires attendance at an educational or training program, the University will pay the fees and related costs. Education or training which is suggested or recommended, but not required, is not "required" within the meaning of this Article. Education or training for the acquisition or maintenance of a license shall not qualify as "required" within the meaning of this Article. The determination that a program is position-related or career-related will be made by the University.
- B.** Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
- C.**
1. Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine units or three regular session University courses, per quarter or semester, whichever is greater. A reduced fee is not applicable if the employee carries more than 9 units or three regular session University courses, per quarter or semester.
 2. An employee so registered shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.
- D.** Participation in educational or training programs during scheduled work hours, as described in paragraphs A, B, C above, must be approved by the University in advance.
- E.** Disputes arising from this Article shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

ARTICLE 25 PARKING

- A.** The University shall provide parking and parking-related services at each campus to the same extent and under the same conditions as normally provided for other University non-managerial, non-supervisory, non-confidential, non-represented staff employees at the employee's location. 30 calendar days prior to the implementation of new or changed parking rates charged to employees in this unit, the University shall inform FUPOA. Upon receipt of a timely written request from FUPOA, the campus shall meet and discuss with FUPOA with regard to the new or changed parking rates.
- B.** It is understood and agreed that parking spaces may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.
- C.** The provisions of this Article are not subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

ARTICLE 26 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, 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).
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).

ARTICLE 27 MOVING EXPENSES

- A. Moving expenses may be granted at the sole discretion of the University. Expenses approved in advance by the University and supported by invoices and receipts shall be paid for costs incurred for packing, insurance, transportation, storage in transit (not to exceed 30 calendar days), unpacking and installation of the employee's household effects at a new location. Actual travel expenses for the employee and the employee's immediate family, not to exceed air coach transportation cost, and the cost of meals en route for the employee and the employee's immediate family, not to exceed the University allowance for individual meals, shall be paid by the University. No expenses are due an employee if the University determines that the new work location is within reasonable commuting distance of the previous location.

ARTICLE 28 TRAVEL REIMBURSEMENT

- A. The following per diem rates are to be used to reimburse employees for subsistence expenses when actual, itemized expenses are not claimed. The dollar amounts assigned to each component are shown for calculation of per diem for travel of 24 hours or less and for adjustments required when subsistence expense is paid directly by the University.

Breakfast, lunch, dinner, and incidentals, per diem total = \$46.00; lodging by receipt.

Mileage for privately-owned automobiles (including vans) = \$.31.5/per mile.

- B. University-approved out-of-state lodging expenses will be reimbursed based on the

expenses actually incurred as supported by receipts, provided prior approval has been received. Other travel expenses shall remain subject to the per diem rate set forth above, regardless of where the expenses were incurred.

- C. When subsistence expense is paid directly by the University, the individual employee's per diem will be reduced accordingly.
- D. Changes in per diem rates which are uniformly implemented for non-represented staff employees shall be implemented for the employees covered by this Agreement.
- E. Nothing in this Article shall preclude the University from requiring receipts for expenses associated with travel.

ARTICLE 29 SENIORITY

- A. To the extent that seniority is used on a campus 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.
- 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

A. 2005-06 SALARY INCREASES

- 1. Range Structure Adjustment

Effective October 1, 2005, each campus shall increase the salary ranges of the Police Officer classification by a minimum of two percent subject to the conditional reopener set forth in Section A.3, below.
- 2. Individual Salary Increases

Prospective Increase: Subject to the conditions set forth in paragraph A.3., effective October 1, 2005, each officer shall receive a minimum 2% prospective increase to his/her regular base salary, as a result of the range increase identified in §A.1 of this Article.
- 3. Conditional Reopener

If the University does not receive at least 2% for general salary increases in the final State Budget for FY 05-06, the University shall have the right to reopen the Wage Article for purposes of negotiating over range adjustments, if any, for FY 05-06. In that event, any range adjustments shall be subject to negotiations.

If, the University opts not to reopen, the range adjustments shall be governed by paragraph A, 1. above.

B. 2006-07 SALARY INCREASES

- 1. Range Structure Adjustment

Effective October 1, 2006, the University shall increase the salary ranges of the

Police Officer classification by a minimum of two percent subject to the conditional reopener set forth in Section B.3, below.

2. Individual Salary Increases

Prospective Increase: Subject to the conditions set forth in paragraph B.3, effective October 1, 2006, each officer shall receive a minimum 2% prospective increase to his/her regular base salary, as a result of the range increase identified in paragraph B.1. of this Article.

3. If the University does not receive at least 2% for general salary increases in the final State Budget for FY 06-07, the University shall have the right to reopen the Wage Article for purposes of negotiating over range adjustments, if any, for FY 06-07. In that event, any range adjustment shall be subject to negotiations.

4. In the event, the University opts not to reopen, the range adjustments shall be governed by paragraph B, 1. above.

C. The parties recognize that the actual salary range adjustment or rate adjustment will vary slightly due to rounding.

D. PERFORMANCE-BASED STEP INCREASES

1. Non-Probationary Officers

This section shall apply only to those officers who are employed in the unit as of the ratification of this agreement. For each year this contract is in effect, individual non-probationary officers who are at least one step below the maximum of their salary range shall receive a minimum one step increase contingent upon a determination of satisfactory or better performance. Non-probationary officers who are one-half step below the maximum of their salary range shall receive a one-half step increase contingent upon a determination of satisfactory or better performance. Such increases shall be effective October 1st.

2. Probationary Officers and Future Hires

This section shall apply to individual officers who were still probationary as of October 1, 2004 and those hired thereafter. For each year this contract is in effect, such individual officers shall receive a minimum one step increase upon satisfactory completion of their probationary period. Thereafter, for each year this contract is in effect, such officers shall receive a minimum one step increase on the anniversary of the completion of his/her probationary period contingent upon a determination of satisfactory or better performance.

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; and

- h. 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 for that month. An Officer assigned as 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 \$250 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.

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

**ARTICLE 31
MISCELLANEOUS**

A. JURISDICTIONAL AREAS

Grievance representatives certified by FUPOA shall have authority to act on behalf of FUPOA in all matters related to grievance representation. Any actions taken by or agreements reached between such grievance representatives and the University shall be binding upon employees represented by FUPOA.

Time in a without-loss-of-straight-time pay status for grievance representatives shall be as specified in Section E. of Article 2 - Access. In no event shall the grievance representative receive payment for time spent in performance of his/her representation duties during any shift other than that representative's regularly scheduled shift.

B. LABOR-MANAGEMENT MEETINGS

The University and the FUPOA agree that labor-management meetings for the areas of discussion set forth below shall be held in accordance with the following provisions:

1. Local Campus/Labor-Management Meetings

- a. Upon the request of either party, Local labor-management meetings shall be held quarterly, unless mutually agreed otherwise by the parties.
- b. Provided that the local campus has employees covered by this Agreement, one bargaining unit employee shall be in a without-loss-of-straight-time pay status not to exceed a total of eight hours each per meeting. The parties may mutually agree to allow additional unit employees to attend the local campus/labor-management meetings. The parties may by mutual agreement place the additional attendee(s) in a without-loss-of-straight-time pay status. One non-employee FUPOA staff member may attend the local campus management meetings.
- c. Any travel and subsistence expenses incurred shall be the responsibility of the employees. However, reasonable actual travel (at the employees' campus) during the employees' regularly scheduled hours of employment shall be in a without-loss-of-straight-time pay or benefits status not to exceed a total of eight hours for any one meeting which shall also include the time actually spent in the labor-management meeting.
- d. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven calendar days prior to the scheduled date of the meeting if at all possible. Each party shall designate a chair, who shall have responsibility to make arrangements for the scheduled labor-management meeting. The chairs shall mutually agree to the agenda, time and place of the meeting. Appropriate agenda items for such meetings include:
 - 1) Administration of the Agreement;
 - 2) Disseminate general information of interest to the parties;
 - 3) Health and safety matters regarding bargaining unit employees;
 - 4) Information regarding personnel transactions and vacancies;
 - 5) Subjects of interest of employees of the bargaining unit, including topics such as alternate work schedules and child care;
 - 6) Provisions of the contract which call for local mutual agreement;
 - 7) Additional items mutually agreed to by the parties for placement on the agenda, and
 - 8) Shift schedule rotation and assignment.

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) 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. The parties may by mutual agreement:
 - 1) Increase the total allowable hours of without-loss-of-straight-time pay status;

- 2) Allow additional unit employees to attend the University-wide labor-management meeting;
 - 3) Place the additional attendees in without-loss-of-straight-time pay status.
- c. Any travel and subsistence incurred shall be the responsibility of the employees. However, reasonable actual travel during the employees' regularly scheduled hours of employment shall be in a without-loss-of-straight-time pay or benefits status not to exceed a total of eight hours for any one meeting which shall also include the time actually spent in the labor-management meeting.
3. It is expressly understood by the parties that the purpose of the aforementioned labor-management meeting(s) is not to negotiate but is to discuss and provide information. In no way may the result of such meetings be to change, eliminate or add to the provisions of this Agreement.

C. INDEMNIFICATION

Pursuant to and as regulated by the terms, limitations and qualifications of California Government Code 995 et seq., the University of California shall provide the defense and indemnification for University employees within the unit covered by this Agreement who are sued on account of acts or omissions arising from the course and scope of their employment with the University. The provisions of and applications of the Indemnification provision are not subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

D. PERQUISITES

Meal and/or housing perquisites are provided to employees when they are required as a condition of employment and for the convenience of the University. Such perquisites are considered mandatory. The value, as determined by the University at its sole discretion, of meals and/or housing is included in determining the total compensation of an employee.

**ARTICLE 32
DURATION**

- A.** The terms and conditions of this Agreement shall remain in full force and effect commencing on May 16, 2000 and shall terminate at 11:59 P.M. on September 30, 2007, unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.
- B.** Neither party shall have the right or obligation to reopen any Article of this Agreement for the duration of the Agreement except as follows:
1. The University shall have the right to reopen this Agreement for the sole purpose of negotiating range adjustments, if any, in accordance with Article 30 Wages in FY 05-06 and/or FY 06-07 if in either or both years the University receives less than 2% for general salary increases in the final University budget.
 2. If the University opts to exercise such right, the University shall provide written notice of its intent to reopen within fourteen calendar days of the finalization of the State budget. Negotiations shall commence within fourteen calendar days of the University's notice to FUPOA.
 3. During any period of negotiations on Wages, the remainder of this Agreement shall remain in full force and effect.
- C.**
1. In order to facilitate the negotiations of a successor to this Agreement, the Association shall no later than May 1, 2007 serve upon the University of California Office of the President, Office of Human Resources and Benefits, Director of Labor Relations of the written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Association's written initial proposals regarding a successor Agreement.
 2. The University shall, no later than June 1, 2007 and following receipt of the

Association's timely notice of its intent to negotiate a successor Agreement, present its written initial proposals regarding a successor Agreement to the Association. Negotiations shall commence on or about July 1, 2007, unless otherwise mutually agreed to by the parties.

ARTICLE 33 RELEASE TIME FOR NEGOTIATIONS

- A.** The Union shall designate no more than a total of nine (9) permanent members – not more than one member for each campus -- to its bargaining team for the Police Officer unit. Such members shall be Police Officer employees of the University of California. The designated employees shall be released without loss of straight time pay and benefits from their work assignments to attend scheduled bargaining sessions, including reasonable travel time to attend bargaining sessions. Alternates or substitutes for any of the designated employees shall not be permitted. FUPOA shall provide in writing the names of the designated permanent members of its bargaining team to the Office of Labor Relations at least thirty (30) calendar days prior to the first scheduled bargaining session. In the event any employee designated is to be permanently replaced, the name of the permanent replacement shall be communicated in writing to the Office of Labor Relations. The Office of Labor Relations shall acknowledge in writing the newly designated employee and inform the appropriate work location. Such notification of a permanent replacement shall be made to the Office of Labor Relations prior to the first scheduled bargaining session to be attended by the replacement employee. From time to time and pursuant to applicable provisions of the ground rules for the initial collective bargaining agreement between the parties, FUPOA may have additional members of the bargaining unit attend scheduled bargaining sessions. When such additional members of the bargaining unit attend scheduled bargaining session, these additional bargaining unit participants in the bargaining session shall attend these sessions: at no payroll or travel cost to the University; during their regularly scheduled time off from University work; and the advance notice requirements relative to the permanent bargaining unit members of the Union's bargaining team as specified in Section D. below shall apply to such additional bargaining unit attendees. Deviation from this section may be made only by mutual agreement of the parties on a case by case basis.
- B.** The hours for which any of the designated employee representatives are in the above referenced without loss of straight time pay and benefits status shall not exceed, for any one (1) day of a scheduled bargaining session, a total of the number of hours at straight time the employee representative was scheduled to work (if any) had he/she not been released from his/her work schedule to attend a scheduled bargaining session. The total hours for which an employee representative is compensated shall not be such that the total results in the payment of overtime generated as a result of having attended a bargaining session. A day of released time for scheduled negotiations is considered a day of work for purposes of the scheduled work week obligations, if the employee representative was scheduled to work on the day scheduled for negotiations. Deviation from this paragraph may be made only by mutual agreement of the parties on a case by case basis.
- C.** The above described treatment of without loss of pay and benefits status shall not result in any double payment for the hours in such status.
- D.** The designated employees representatives shall give their immediate supervisor written notice of their intent to attend scheduled bargaining sessions at least seven (7) calendar days prior to the date of the scheduled sessions. The parties may by mutual agreement agree to a shorter period of notice.
- E.** FUPOA shall provide and certify to the employer an attendance roster at the end of each bargaining session.
- F.** A scheduled bargaining session is defined as the prior agreement of the parties to meet face to face for the purpose of negotiating terms and conditions of an Agreement and that such meeting actually takes place for a reasonable period of time.
- G.** The Union understands and agrees that demonstrable emergency or operational situations, as determined by the campus Chief of Police, may arise which will necessitate that an officer designated to attend a scheduled bargaining session remain at or around the campus in order to render assistance regarding the situation.
- H.** The establishment of travel time and scheduling needs shall occur at the campus level. Employee representatives and the Chief or designee will meet to establish release time for

negotiations including release time for travel if necessary and/or shift scheduling which acknowledges the University's scheduling/staffing requirements.

**Article 34
NO STRIKES**

- A.** During the life of this Agreement or any written extension thereof, FUPOA on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, job actions, walkouts, work-to-rule actions, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, picketing, refusal to cross picket lines, boycotts or any such concerted activities which interfere, directly or indirectly, with the operations of the University. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, may be required to provide acceptable documentation that the employee should be excused for his/her absence and/or the non-performance of some/all or any of his/her duties when such activities as indicated above occur.
- B.** FUPOA, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.
- C.** The University may discharge, suspend, demote or otherwise discipline any employee who violates this Article. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.
- D.** In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, FUPOA shall immediately:
 - 1. Advise the University in writing that such action by the employees has not been called or sanctioned by the Union.
 - 2. Notify employees (and provide the University with individual Proof of Service) of its awareness of such action and do all within its power to require such employees to cease such action and return to work immediately, informing them that the prohibited activity is unauthorized and in violation of the Agreement and that their misconduct subjects them to disciplinary action up to and including discharge;
 - 3. Concurrent with the actions taken in D.2. above, provide written notification to the University that individual employees have been notified pursuant to D.2. above.
 - 4. Post notices on all appropriate bulletin boards advising that FUPOA disapproves such action and instructing employees to return to work immediately; and
 - 5. Refuse to honor, along with its affiliated organizations, if any, all picket lines established by any employees or other persons engaged in activity violative of Section A. of this Article.
- E.** If FUPOA performs in a timely way all of the obligations of Section D.1-5 above, FUPOA shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of FUPOA or with their assistance or consent.

**ARTICLE 35
WAIVER**

- A.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. The rights and procedures granted and set forth under Staff Personnel Policy will no longer apply to employees covered by this Agreement. The University and FUPOA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or

contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B.** This Agreement when completed will supersede the interim agreements executed by the parties on April 3, 1997 and May 28, 1997 relative to the conduct of negotiations and the period of time during which the first agreement was being negotiated.

**ARTICLE 36
SEVERABILITY**

- A.** In the event that any provision of this Agreement is declared invalid or void by statute or final judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

UC/FUPOA SIDE LETTER
CAMPUS LABOR-MANAGEMENT MEETINGS FOR PERFORMANCE EVALUATION
STANDARDS

Upon the request of either party, the University and FUPOA agree to reserve at least one of the quarterly campus labor-management meetings per year for the purpose of meeting and discussing post-FTO program annual performance evaluation standards.

Dated: _____

Dated: _____

Peter M. Chester
Chief Negotiator
University of California

David H. Swim
Chief Negotiator
Federated University Police Officers
Association

SIDE LETTER

RE: Officer Time Worked for Football and/or Basketball Games at Berkeley and Los Angeles

When a holiday falls during a the same week as a home football or basketball game at either the Berkeley or Los Angeles campuses of the University of California, the police officers who work the football or basketball games at the two campuses will be paid in accordance with this side letter.

When an officer is assigned off for the holiday and works during a football or basketball game in the same week, the holiday hours will be counted, as time worked for the limited purpose of calculating whether the hours worked during the football or basketball game shall be paid as premium overtime.

Agreement to the terms of this side letter shall be contingent upon ratification of the terms of the FUPOA/University contract in the 2003-04 re-opener negotiations.

Agreed to by the University:

Agreed to by FUPOA:

Peter Chester
Chief Negotiator
University of California

David Swim
Chief Negotiator
FUPOA

**APPENDIX A
POLICE OFFICER RANGE/RATES
(Title code 5323)**

EFFECTIVE JANUARY 1, 2005

	BERKELEY	SAN FRANCISCO	DAVIS	LOS ANGELES	RIVERSIDE	SAN DIEGO	SANTA CRUZ
1	\$4,329.00	\$4,329.00	\$3,773.00	\$4,133.00	\$3,976.00	\$3,976.00	\$4,133.00
1.5	\$4,430.00	\$4,430.00	\$3,863.00	\$4,227.00	\$4,070.00	\$4,070.00	\$4,227.00
2	\$4,535.00	\$4,535.00	\$3,951.00	\$4,329.00	\$4,166.00	\$4,166.00	\$4,329.00
2.5	\$4,643.00	\$4,643.00	\$4,048.00	\$4,430.00	\$4,264.00	\$4,264.00	\$4,430.00
3	\$4,751.00	\$4,751.00	\$4,142.00	\$4,535.00	\$4,365.00	\$4,365.00	\$4,535.00
3.5	\$4,865.00	\$4,865.00	\$4,241.00	\$4,643.00	\$4,467.00	\$4,467.00	\$4,643.00
4	\$4,982.00	\$4,982.00	\$4,341.00	\$4,751.00	\$4,574.00	\$4,574.00	\$4,751.00
4.5	\$5,101.00	\$5,101.00	\$4,446.00	\$4,865.00	\$4,683.00	\$4,683.00	\$4,865.00
5	\$5,224.00	\$5,224.00	\$4,552.00	\$4,982.00	\$4,797.00	\$4,797.00	\$4,982.00
5.5	\$5,349.00	\$5,349.00	\$4,662.00	\$5,101.00	\$4,912.00	\$4,912.00	\$5,101.00
6	\$5,478.00	\$5,478.00	\$4,773.00	\$5,224.00	\$5,029.00	\$5,029.00	\$5,224.00
6.5	\$5,609.00	\$5,609.00	\$4,888.00	\$5,349.00	\$5,150.00	\$5,150.00	\$5,349.00
7	\$5,744.00	\$5,744.00	\$5,005.00	\$5,478.00	\$5,273.00	\$5,273.00	\$5,478.00

**APPENDIX B
ENUMERATION OF UNIVERSITY BENEFITS**

A. HEALTH BENEFITS

1. Medical Program

A variety of prepaid Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.

2. Dental Program

Dental plans are available to eligible employees. Employees may cover themselves and their eligible family members.

3. Vision Program

A vision plan is available to eligible employees. Employee may cover themselves and their eligible family members.

B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM

1. University of California Retirement Plan

Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP). The level of required contributions to UCRP is determined annually by the Plan actuary and the Regents.

a. UCRP Tier Two Benefits – The Tier Two membership classification of UCRP was closed on July 1, 1990 and is only available on a continuing basis to active UCRP members who previously elected Tier Two.

2. Tax-Deferred 403(b) Plan

Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides the following investment options:

a. UC Managed Funds - Participants may choose from a variety of investment funds managed by the Treasurer of the Regents.

b. External investment options selected by the University are also available to eligible employees.

3. Defined Contribution Plan (DC Plan)

a. Pre-Tax Account - All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants may invest in any of the other UC-Managed Funds or external investment options selected by the University. Redirection is subject to annual Regental review.

b. Pre-Tax/Safe Harbor Account - Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants may invest in any of the UC-Managed Funds or external investment options selected by the University.

c. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in any of the UC-Managed Funds or in external investment options selected by

the University.

4. 457(b) Deferred Compensation Plan

Voluntary participation in the UCRS 457(b) Plan is available, effective October 1, 2004, to all University employees except students who normally work less than twenty (20) hours per week.

C. LIFE INSURANCE

1. University-Paid - Two University-Paid life insurance plans—Basic Life and Core Life—provide basic life insurance coverage. The amount varies, depending on your appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.
2. Employee-Paid - Optional personal life insurance and dependent life insurance is available and may be purchased by eligible employees.

D. OTHER INSURANCE

1. Accidental Death & Dismemberment Insurance - Eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts are available to cover employees and their eligible family members.
2. Business Travel Accident Insurance - Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.
3. Disability Insurance
 - a. Short-Term Disability Insurance - Short-Term disability insurance is available to eligible employees.
 - b. Supplemental Disability Insurance - Optional supplemental disability insurance may be purchased by eligible employees. This optional coverage augments the Short-Term Disability Insurance referenced above, and provides Long Term Disability coverage.
4. Legal Expense Insurance Plan - A legal expense insurance plan may be purchased by eligible employees. The plan is employee-paid through payroll deductions.
5. Auto/Homeowner Insurance - Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

E. OTHER BENEFITS

1. Tax Effective Salary Reduction Programs
 - a. Retirement Tax Savings Plan - Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal and state taxes are calculated.
 - b. Tax Savings on Insurance Premiums (TIP) - Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted from gross pay before federal and state taxes.
2. Dependent Care Assistance Program (DepCare) - DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.
3. Health Care Reimbursement Account (HCRA) – The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee’s medical, dental, or vision plans on a pretax, salary reduction basis.

4. U.S. Savings Bonds - Through payroll deductions, investments can be made in United States Series EE Savings Bonds.
5. Death Payments – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner; child or children; parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse or domestic partner and/or eligible dependent(s).
6. Alternate Retirement Plans - Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.

**APPENDIX C
VACATION CREDIT TABLES**

Vacation Credit for Employees Having **Less Than 10 Years** of Qualifying Service

NUMBER OF HOURS ON PAY STATUS				Percent of Time on Pay Status	Hours of Vacation Earned
160-Hr.* Month	168-Hr.* Month	176-Hr.* Month	184-Hr.* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 87	84 - 92	88 - 96	92 - 101	50 - 54	5
88 - 103	93 - 109	97 - 114	102 - 119	55 - 64	6
104 - 119	110 - 125	115 - 131	120 - 137	65 - 74	7
120 - 135	126 - 142	132 - 149	138 - 156	75 - 84	8
136 - 151	143 - 159	150 - 167	157 - 174	85 - 94	9
152 - 160	160 - 168	168 - 176	175 - 184	95 - 100	10

VACATION CREDIT TABLES

Vacation Credit for Employees Having **10 but Less Than 15 Years** of Qualifying Service

NUMBER OF HOURS ON PAY STATUS				Percent of Time on Pay Status	Hours of Vacation Earned
160-Hr.* Month	168-Hr.* Month	176-Hr.* Month	184-Hr.* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 85	84 - 91	88 - 95	92 - 99	50 - 54	6
86 - 97	92 - 104	96 - 109	100 - 114	55 - 62	7
97 - 108	105 - 119	110 - 124	115 - 130	63 - 70	8
109 - 119	120 - 133	125 - 139	131 - 145	71 - 79	9
120 - 139	134 - 146	140 - 153	146 - 160	80 - 87	10
140 - 153	147 - 161	154 - 168	161 - 176	88 - 95	11
154 - 160	162 - 168	169 - 176	177 - 184	96 - 100	12

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

**APPENDIX C
VACATION CREDIT TABLES**

Vacation Credit for Employees Having **15 But Less Than 20 Years**
of Qualifying Service

NUMBER OF HOURS ON PAY STATUS				Percent of Time on Pay Status	Hours of Vacation Earned
160-Hr.* Month	168-Hr.* Month	176-Hr.* Month	184-Hr.* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 85	84 - 90	88 - 94	92 - 98	50 - 53	7
86 - 97	91 - 102	95 - 106	99 - 111	54 - 60	8
98 - 108	103 - 114	107 - 119	112 - 124	61 - 67	9
109 - 119	115 - 125	120 - 131	125 - 137	68 - 74	10
120 - 131	126 - 138	132 - 144	138 - 151	75 - 82	11
132 - 142	139 - 150	145 - 157	152 - 164	83 - 89	12
143 - 154	151 - 162	158 - 169	165 - 177	90 - 96	13
155 - 160	163 - 168	170 - 176	178 - 184	97 - 100	14

VACATION CREDIT TABLES

Vacation Credit for Employees Having **20 or More Years** of Qualifying Service

NUMBER OF HOURS ON PAY STATUS				Percent of Time on Pay Status	Hours of Vacation Earned
160-Hr.* Month	168-Hr.* Month	176-Hr.* Month	184-Hr.* Month		
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49	0
80 - 84	84 - 89	88 - 93	92 - 97	50 - 53	8
85 - 94	90 - 99	94 - 104	98 - 109	54 - 59	9
95 - 104	100 - 110	105 - 115	110 - 120	60 - 65	10
105 - 114	111 - 120	116 - 126	121 - 132	66 - 71	11
115 - 124	121 - 131	127 - 137	133 - 143	72 - 78	12
125 - 134	132 - 141	138 - 148	144 - 155	79 - 84	13
135 - 144	142 - 152	149 - 159	156 - 166	85 - 90	14
145 - 154	153 - 162	160 - 170	167 - 178	91 - 96	15
155 - 160	163 - 168	171 - 176	179 - 184	97 - 100	16

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

APPENDIX D

LIST OF ARBITRATORS BARGAINING UNIT ARBITRATIONS POLICE BARGAINING UNIT	
NORTHERN PANEL	SOUTHERN PANEL
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Bonnie Bogue 618 Curtis Street Albany, CA 94706-1421 (510) 527-7205 (510) 527-7205 – Fax	Joseph Gentile P.O. Box 491117 Los Angeles, CA 90049-9117 (310) 479-3915
Luella Nelson P.O. Box 21268 Oakland, CA 21268 (510) 658-4959	Douglas Collins Post Office Box 4399 West Hills, CA 91308-4399 (916) 446-5259 or (818)716-8969 - Telephone & Fax
Paul Staudohar 1140 Brown Avenue Lafayette, CA 94549 (925) 881-3080 (925) 885-2165 – Fax	Louis Zigman 8306 Wilshire Blvd., Suite 596 Beverly Hills, CA 90211 (310) 556-3748 (310) 550-8439 - Fax
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John Kagel Kagel & Kagel 544 Market Street, Suite 401 San Francisco, CA 94104 (415) 982-1438 (510) 982-9140 - Fax	Garry Fellman 510 S. Marengo Ave. Pasadena, Ca 91101 (818) 440-0952
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APPENDIX D - cont

LIST OF ARBITRATORS BARGAINING UNIT ARBITRATIONS POLICE BARGAINING UNIT	
NORTHERN PANEL	SOUTHERN PANEL
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