

University of California

And

**The Federated University Police Officers
Association
(FUPOA)**

AGREEMENT

July 1, 2017 – December 31, 2020

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ARTICLE 1 AGREEMENT

A. This Agreement is made and entered into on July 1, 2017, 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. Employee representatives under this section include one (1) FUPOA Director for each campus and one (1) system wide FUPOA President.
- 3. The total cumulative use of paid release time for grievances filed at a campus shall be limited to ten (10) hours in any one (1) month per campus. 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. Local FUPOA Directors may use existing University telephones for the sole purpose of conducting FUPOA business related to the University. No calls of any type shall be made which result in a charge other than the local rate for the call. 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 FUPOA MEETINGS

1. Local/Campus FUPOA Meetings

Upon seven calendar days advance written notice to his/her supervisor, local FUPOA Directors 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 Directors shall be subject to the operational needs of the University.

M. PREPARATION AND PRINTING OF THE AGREEMENT

1. In consultation with the FUPOA, the University shall prepare the official version of this Agreement.
2. The University shall maintain a current version of the MOU at the UC At Your Service website. This version shall constitute the official version of the PA MOU.

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.

P. Notices

Non-grievance related notices required to be sent to the Association shall be sent to FUPOA at board@fupoa.org.

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 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.

J. EMPLOYEE TRAINING COST REIMBURSEMENT

An employee that voluntarily separates from service with the University before completing four years of service with the University, shall be responsible for reimbursing the University, on a full or pro-rata basis, for the \$8000 cost of his/her training. Training costs include Academy costs, Field Training Officer pay and non-reimbursable training costs. A schedule of the employee's reimbursement responsibility is set forth as follows:

<u>Length of Service</u>	<u>% of Repayment Due</u>
Separation prior to 1 year.	100%
Separation after 1 year but before completing the second year	75% repayment of the \$8000
Separation after 2 years but before completing the third year	50% repayment of the \$8000
Separation after 3 years but before completing the fourth year	25% of repayment of the \$8000
Separation after 4 years	0% repayment

Repayment shall be due and payable at the time of separation from employment with the University.

Reimbursement of training costs as set forth above applies to all new hires, lateral hires but excludes UC officers hired at another UC campus.

The purpose of this provision is to insure that the recruit either accepts a commitment of service to the University or be responsible for costs associated with Academy and other training costs.

ARTICLE 4 **NONDISCRIMINATION IN EMPLOYMENT**

A. NON-DISCRIMINATION

Employees covered under this agreement are subject to the University's policy on non-discrimination - <http://policy.ucop.edu/doc/4000376/NondiscrimAffirmAct>

1. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 30, Miscellaneous, Section B, Labor-Management Meetings.

B. SEXUAL HARASSMENT

Employees covered under this agreement are subject to the University's policy on Sexual Violence/Sexual Harassment - <http://policy.ucop.edu/doc/4000385/SVSH>

ARTICLE 5 **MANAGEMENT RIGHTS**

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.

- A.** 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

The above enumeration of management rights is not all-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. To the extent the terms and conditions of employment are already addressed in this Agreement, those terms shall govern. 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. Although the Union acknowledges the University's management rights as outlined in this Article, the Union does not waive its right to bargain effects of such decisions as required by HEERA. Nothing in this Article is intended to abridge Union members' rights as outlined in the Public Safety Officer's Bill of Rights.

- B.** 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. GRIEVANCE PROCEDURE

1. **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.
2. **Full Disclosure:** Subject to the limitations of the Grievance and Arbitration Articles, at all steps in the Grievance and 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 issue involved, the remedies sought, and the provision(s) of the Agreement relied upon.
3. **Headings:** The headings of the sections contained in this Article are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.

B. DEFINITIONS

1. **Generally:** 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. **Group Grievances:** 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.
3. **Association Grievances:** Association grievances are grievances filed by FUPOA on behalf of an individual employee, on behalf of a group of employees or on behalf of itself. FUPOA is responsible for informing an employee that it is bringing a grievance on behalf of said employee (including an employee named in a group grievance).
4. **Consolidated Grievances:** Consolidated Grievances are 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, which have been consolidated for purposes of the Grievance Procedure by mutual agreement of the University and the Association.

C. ELIGIBILITY

1. **Generally:** 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. The University shall not have the right to use the Grievance Procedure.
2. **Former Employees:** Employees who voluntarily terminate their employment, including, but not limited to, retirement from 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.
3. **Retention or Release of Non-Career/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.

4. **Improper Remedy:** 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.

D. GRIEVANCE REPRESENTATION

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 any person of the grievant's choosing, subject to the provisions of this Article. In any event, representation is to be provided by one person. 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.

E. GENERAL PROCEDURES AND REQUIREMENTS

1. **Failure to Adhere to Procedures and Requirements:** Any grievance or appeal which is not received within the time limits established by this Article and/or which does not comply with procedures and requirements of this Article shall be considered waived and withdrawn by the employee and/or the Association.
2. **Non-Business Days:** Deadlines which fall on a day which is not a campus business day will automatically be extended to the next business day.
3. **Extension of Time Limits:** The parties may 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.
4. **Waiver of Grievance Steps:** Each of the steps in 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. A grievant who is appealing a termination or suspension may, at Grievant's sole option, waive Step 1 of the Grievance Procedure.
5. **Remand to Previous Step:** Where appropriate, the parties at any step of the Grievance Procedure may, upon mutual agreement, remand the grievance to a previous step for resolution.
6. **Grievances NotAppealed:** 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.
7. **Grievances Not Answered by University:** 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.

F. EMPLOYEE WITHDRAWAL

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 shall promptly notify FUPOA of any such notice.

G. GRIEVANCES AND APPEALS – METHOD OF FILING

1. **Generally:** All grievances and appeals must be in writing and submitted to the appropriate official/office on the approved form contained in Appendix E. Grievances may be hand-delivered or emailed to the appropriate campus labor relations office (See Appendix E) but will not be accepted by mail or fax.
2. **Hand-Delivered Grievances/Appeals:** Hand delivered grievances/appeals must be received by the appropriate office designated to receive the grievance/appeal and are considered timely if received at or prior to 5:00 pm of the last day of the filing/appeal period. Hand delivered grievances/appeals received after 5:00 pm shall be considered received on the following business day.
3. **Acknowledgment of Hand-Delivered Grievances/Appeals:** Hand-delivered grievances/appeals must receive mutual acknowledgment from the person delivering the document(s) and the person accepting delivery of document(s) by either (1) affixing the date stamp of the receiving office, and each of them retaining one of the stamped document(s); or (2) the person accepting delivery of document(s) signing and dating the document(s), and each of them retaining one of the signed, dated document(s).
4. **Grievances/Appeals Filed by Email:** Emailed grievances/appeals must be received by the appropriate office designated to receive the grievance/appeal and are considered timely if received at or prior to 5:00 pm of the last day of the filing/appeal period. Emailed grievances/appeals received after 5:00 pm shall be considered received on the following business day.
5. **Acknowledgment of Grievances/Appeals Filed by Email:** Email addresses designated by the University to receive grievance/appeal filings shall acknowledge the filing of a grievance or appeal with a computer-generated automatic email response.
6. **University Designation of Email Addresses:** Within thirty (30) calendar days of the ratification of this Agreement, each campus/location receiving grievances or appeals pursuant to this contract shall establish an email address designated to accept grievances and grievance appeals, if no such email address already exists. For all appeals designated to be filed with the University of California, Office of the President, such emails shall be directed to AppealAGrievance@ucop.edu.

H. INFORMAL GRIEVANCE STEP

1. **Generally:** Employees are encouraged to informally discuss alleged violations of this Agreement with their immediate supervisor in order to resolve an issue which may become a grievance. Resolutions of items which are potential grievances through such informal discussions are final but shall not be precedent setting.
2. **Representation:** Employees may request and, if such a request is made, have present a FUPOA representative during Informal Grievance Step 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.
3. **No Impact on Time Limits:** With the exception of the initial grievance filing, 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 unless agreed by the parties. 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 unless agreed by the parties.

I. GRIEVANCE MEETING ATTENDEES

1. **Named Grievants:** 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 who are named in the grievance, and are otherwise 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 named grievant;
 - 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. **Grievance Witnesses:** Members of the bargaining unit who have direct knowledge of circumstances relating to the grievance may appear at a Step 2 grievance meeting. Witnesses shall only be in a without-loss-of-straight-time pay status if they meet the requirements of Article 6.I.1.a-c above. The absence of any or all witnesses shall not require the meeting to be recessed or postponed.
3. **Expenses:** 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.

J. FORMAL GRIEVANCE STEPS

1. **Step 1**
 - a. **Time to File:** All grievances must be presented in accordance with this Article and 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.
 - 1) 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.
 - 2) Grievances not presented within this 30 calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
 - b. **Content of Grievance:** Each grievance, regardless of whether hand-delivered or electronically filed must be submitted to the designated campus grievance official on the approved form contained in Appendix F. In addition:

- 1) Only one subject matter shall be covered in any one grievance.
 - 2) 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; the specific section or sections of the Agreement involved; and the grievance form must be signed and dated by the grievant(s) and/or the grievant's representative.
 - a) **Group Grievances:** 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 identified on the grievance form at Step 1.
 - b) **Association Grievances:** Grievances which are Association grievances must be so designated on the grievance form at Step 1 and contain sufficient information for the University to conduct research and investigate the grievance. All Association grievances shall be signed by the President of FUPOA or his/her designee.
 - 3) The grievance shall contain an email address to which the grievance response will be emailed.
 - a) **Step 1 Review:** The immediate supervisor, or the University's designee, shall review the grievance and at his/her discretion, may meet with the grievant and/or the grievant's representative, if any, to discuss the grievance.
 - b) **Step 1 Response:** The University's written response will be issued to the grievant and the representative, if any, within 15 calendar days after the meeting is held or, if no meeting is held, 15 days after the formal grievance is filed. The written response will be emailed to the address on the grievance form with a copy simultaneously emailed to FUPOA at grievance@fupo.org.
 - c) **Step 1 Resolution:** Any resolution of the grievance at Step 1, although final, shall not be precedent setting.
- ## 2. Step 2
- a. **Filing:** If the grievance is not satisfactorily resolved at Step 1, the employee or the Association may proceed to Step 2 by filing an appeal to the designated campus official (labor relations representative). The written appeal must be received by the designated campus labor relations office within 15 calendar days of the date on which the written response to Step 1 was given or due.
 - b. **Step 2 Meeting:** Within 15 calendar days of receipt of the Step 2 appeal, the designated campus labor relations 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.
 - c. **Step 2 Response:** Within 15 calendar days following the Step 2 meeting, the designated campus/Laboratory official shall issue a written decision. This decision shall be emailed to the address on the grievance form with a copy simultaneously emailed to FUPOA at grievance@fupo.org.
 - d. **Suspensions/Dismissals:** If a grievance which solely alleges that a suspension or dismissal was not for just cause is not satisfactorily resolved at Step 2, the Grievant may waive, at Grievant's sole option,

Step 3 of the Grievance Procedure and appeal the grievance directly to Arbitration subject to the terms and provisions of the Arbitration Article.

3. Step 3

- a. **Filing:** If the grievance is not satisfactorily resolved at Step 2, the employee or FUPOA may proceed to Step 3 by filing a notice of appeal with the University's Director of Labor Relations, Office of the President, received within 15 calendar days of the date the Step 2 answer was given or due. In order for a grievance to be considered at Step 3, such written notice must identify the grievance being appealed and be signed and dated by the President of FUPOA or designee.
- b. **Scope of Step 3 Appeal:** The subject of the grievance and remedy sought as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- c. **Step 3 Response:** The University's written answer to a grievance appealed to Step 3 shall be issued by the University's Director of Labor Relations, Office of the President, or designee within 45 calendar days of the receipt of the appeal to Step 3. This decision shall be emailed to FUPOA at grievance@fupo.org.
- d. **Appeal to Arbitration:** If a grievance which is not satisfactorily resolved at Step 3, FUPOA (or employee if appealing disciplinary action) may appeal the grievance directly to the Arbitration Procedure of this Agreement subject to the terms and provisions of the Arbitration Article unless otherwise provided by this Agreement.
- e. **Grievances Not Appealed to Arbitration:** 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.

K. SETTLEMENT

1. **Settlement Offers Not Evidence:** 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.
2. **Settlement of Grievances Processed Beyond Step 2:** Settlements of grievances processed beyond Step 2 of the Grievance Procedure must be signed by University's Director of Labor Relations, Office of the President, and the President of FUPOA or designee(s). The University's Director of Labor Relations, Office of the President, 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.
3. **Retroactivity of Settlement:** 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.
4. **Other Limitations:** No settlement shall provide for the payment of interest, damages, mental consideration, punitive damage, taxes or any other form or payment not related to the employee(s) direct rate of University pay and associated University benefits.

ARTICLE 7

ARBITRATION PROCEDURE

A. ARBITRATION PROCEDURE – GENERALLY

1. **Headings:** The headings of the sections contained in this Article are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.
2. **Eligibility:** Only FUPOA (or employee if appealing disciplinary action) shall have the right to submit a grievance to arbitration and only after the timely exhaustion of the procedures of Article 6 - Grievance Procedure. The Arbitration Procedure shall be available only for grievances that allege a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement.
3. **Failure to Adhere to Article 7 Requirements:** Appeals to arbitration which do not contain the appropriate Association signature, or otherwise do not meet the requirements of this Article, shall be rendered ineligible for appeal to arbitration.
4. **Grievances NotAppealed/Heard:** 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.
5. **Consolidation:** 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.
6. **Non-Business Days:** Deadlines which fall on a day which is not a campus/Laboratory business day will automatically be extended to the next business day.
7. **Extensions of Time Limits:** 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.
8. **Postponement/Cancelation of Scheduled Arbitration:** 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 or with permission of the arbitrator.
9. **Abeyance:** 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 day 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.
10. **Violation of No Strike Provision:** Under no circumstances shall any grievance involving employees engaged in the violation of Article 33 - 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

33 - No Strikes shall not be made for any period of the time during which violations of Article 33 - No Strikes are occurring or have occurred.

B. APPEAL TO ARBITRATION – FILING

1. **Time to File:** An appeal to arbitration must be received by the University's Director of Labor Relations, Office of the President, within 20 calendar days of the issuance of the last preceding University written answer to the Association. Appeals to arbitration which are not submitted within the time limit shall be rendered ineligible for appeal to arbitration.
2. **Method of Delivery:** Appeals to arbitration Grievances may be hand-delivered to the University's Director of Labor Relations, Office of the President or submitted via email (e-mail address: appealagrievance@ucop.edu) – but will not be accepted by mail or fax. Hand-delivered and emailed appeals to arbitration will be submitted in the same manner as a Step 3 grievance appeal.
3. **Content of Appeal to Arbitration:** Each appeal to arbitration, regardless of whether hand-delivered or electronically filed, shall adhere to the following requirements:
 - a. The appeal to arbitration must identify the grievance by both the campus/location number (if any) and the systemwide number (if assigned) and state that FUPOA is appealing the grievance to arbitration.
 - b. The appeal to arbitration must be signed by the President of FUPOA or designee.
 - c. The appeal to arbitration must include a copy of the completed grievance form.

C. DESIGNATION OF UNIVERSITY REPRESENTATIVE

Within 15 calendar days of receipt 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. The acknowledgment shall be directed to grievance@fupo.org.

D. ARBITRABILITY DISPUTES

1. 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.
2. Should arbitrability be an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties mutually 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.

E. ARBITRATOR SELECTION

1. **Time Lines:** Within 30 calendar days of the University's acknowledgment of a grievance having been appealed to arbitration, the Association shall initiate the contact with the designated University representative and take actions necessary to make the selection.

2. **Selection by Mutual Agreement:** If the parties mutually agree to the selection of the arbitrator, a letter signed by either parties, or an email copied to 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.
3. **Selection Absent Mutual Agreement:** On a case by case basis, the parties may agree to the selection of any qualified and available person to serve as an arbitrator. Absent such agreement, the parties must select an arbitrator by alternately striking names from the agreed upon panel contained in Appendix D. The flip of a coin shall determine the party to begin the alternate process of the striking of the names. The remaining name shall be the arbitrator designated to conduct the hearing. This process must be completed within 30 calendar days following the inability of the parties to mutually agree to an arbitrator.
4. **Failure to Select Arbitrator:** The failure to select an arbitrator within 30 calendar days of the University's acknowledgement of a grievance or to complete the procedure of C.3 within 30 calendar days following the inability of the parties to mutually agree to an arbitrator (if applicable) shall render the grievance withdrawn and the last preceding University written answer shall become final and binding.

F. SCHEDULING ARBITRATION HEARING

1. **Time Lines:** 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 arbitrator selection process and the arbitration scheduling process, within 90 calendar days will render the grievance ineligible for arbitration and the last preceding University written answer shall become final and binding.
2. **Inability to Agree to Arbitration Hearing Date:** 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.

G. ARBITRATION HEARING - GENERALLY

1. **Scope of Hearing:** 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.
2. **Closed Hearings:** Arbitration hearings conducted pursuant to this Article shall be closed unless the parties mutually agree otherwise in advance and in writing.
3. **Fair Hearing:** 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 the arbitrator shall assure that the hearing is a fair one.
4. **Burden of Proof:** 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.

5. Costs:

- a. **Hearing Costs:** 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.
- b. **Canceled Arbitration Hearings:** Absent mutual agreement, the party canceling an arbitration hearing shall be responsible for payment of all cancellation costs, if any.
- c. **Other Expenses:** 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.

H. ARBITRATION HEARING – EVIDENCE, SUBPOENAS, AND BRIEFING

1. Evidence and Testimony:

- a. **Examination of Witnesses:** 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.
- b. **Relevance and Materiality:** 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.
- c. **New Issues/Evidence/Allegations:** FUPOA or the University shall not be able to introduce new issues or allegations at the arbitration hearing. Facts which were known to FUPOA and/or 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. Rebuttal evidence or testimony is excluded from this limitation.
- d. **Settlement Offers Not Admissible:** Settlement offers made during the Grievance Procedure shall not be introduced as evidence in the arbitration hearing.

2. Subpoenas/Discovery:

- a. **Subpoena Witnesses:** 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 expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses.
- b. **Subpoena Documents/Witness Lists:** 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.
- c. **No Discovery:** There shall be no discovery process nor shall either party be required to produce documents or records.

3. **Briefing:** 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.

I. ARBITRATION HEARING – PAY STATUS OF PARTICIPANTS

1. **Representative:** 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
2. **Grievant:** The grievant (one grievant in a group grievance) shall be in a without loss-of-straight-time pay status at the arbitration hearing.
3. **Witnesses:** 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.
4. **Repetitive Witnesses:** Every effort shall be made by the Association and University to avoid the presentation of repetitive witnesses.

J. ARBITRATOR AUTHORITY/LIMITATIONS ON AWARD

1. 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.
2. 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. 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.
4. 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.
5. 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.
- 6. 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.
- 7. 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.
- 8. Upon the mutual agreement of the parties an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment and/or credit.

K. SETTLEMENT

- 1. 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.
- 2. 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.
- 3. 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.

L. ARBITRATION DECISION

- 1. **Timing of Decision:** 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.
- 2. **Final and Binding Decision:** The decision of the arbitrator on any issue properly before him or her and within the limits of this article shall be final and binding upon the University, the Association and all employees.

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, 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.

Verbal Counseling, documented or not, which does not threaten or impose punitive action, is not discipline and 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 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 ten 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 (board@fupoa.org).

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 evaluate 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.

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 University may, in its sole discretion and in compliance with relevant law, determine and/or change the beginning and end of the work week.
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.

With regard to shift assignments, employees covered by this Agreement shall choose a particular shift (i.e., day shift, swing shift, night shift, graveyard shift and days off) by seniority at every rotation. The University may over-ride seniority for the following reasons:

- a. To assign officers with no prior sworn law enforcement experience for the first two years of employment
- b. To assign officers with prior law enforcement experience while on probation
- c. To block out positions to accommodate Special assignments
 - 1) Officers in special assignments will also bid by seniority
- d. Documented performance related discipline as defined in POBR (excluding oral reprimands)
- e. Performance Improvement Plans (PIP)

- f. To provide for mandatory shift rotations,
- g. As otherwise required by law.

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

The University does not provide 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. 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 all locations** - For the purposes of computing premium overtime, hours worked shall include paid vacation, paid holiday time, 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 J. 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 (CTO) IN LIEU OF OVERTIME PAY

1. The University will offer 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 will offer a minimum Fiscal Year (July 1-June 30) accrual of 60 hours of compensatory time off. On a campus by campus basis, and at

the sole discretion of the Chief of Police, departments may increase their fiscal year accrual. Once the maximum Fiscal Year accrual is reached, compensatory time will no longer accumulate, and overtime will be paid in accordance with Section H of this Article.

3. At the discretion of each campus, locations may, with 30 days' notice, pay out accumulated compensatory time, except for time that has been previously approved, but no more than twice per fiscal year. Employees that have approved compensatory time off requests shall not have their compensatory time paid out.
4. 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. 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. Unless otherwise approved by the Chief, requests for compensatory time off will not be approved where the time off would result in overtime or backfilling. Requests shall be granted subject to the operational needs of the University and shall not be unreasonably denied.
5. CTO arrangements shall remain in full force and effect following expiration of the contract until a new successor contract is ratified or some other arrangement is agreed upon. At any time during the term of this agreement, individual locations may, upon reasonable notice, make changes to their minimum fiscal year accrual, subject to the minimums set forth in this agreement.

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.

ON-CALL

Employees assigned to on-call are subject to the following requirements:

1. Be ready to respond to calls for service;
2. Be reachable by telephone, pager or police radio;
3. Begin response as soon as possible, but no longer than thirty (30) minutes after receiving call;
4. Employees shall not consume an amount of alcoholic beverage or take any medications, or combination thereof, that would tend to adversely affect their mental or physical abilities;
5. Refrain from any activities which impair the ability of the employee to respond and perform the assigned duties;
6. Be able to return to campus or location of an emergency within ninety (90) minutes, unless otherwise approved.

Compensation and application of on-call pay:

The chief of police has the sole right to determine which specialty assignments (by title) shall receive on-call compensation. On-call compensation shall be an additional 2% of the employee's base wage for each on-call assignment. An employee assigned to on-call status shall be compensated for both the on-call pay(s) and Specialty assignment(s). (i.e. 'stackable')

K. COURT TIME

1. Court time is defined as a necessary in-person appearance before a court, administrator, or grand jury on behalf of the University. When an actual in-person appearance is made, off duty officers shall receive credit for a minimum of three (3) hours of premium overtime. To receive compensation for court time, the employee shall submit documentation in accordance with local campus practice.

2. Court Standby/Court On-call

For those campuses who have “court standby or court on-call” in their judicial jurisdiction(s), an employee shall be compensated two (2) hours of straight time (which does not count toward the calculation of premium overtime) for each court session (e.g., morning & afternoon) that the employee is on standby. It is the submitting officer’s responsibility to submit documentation verifying court standby/court on-call status from either the court, the entity that issued the subpoena, or the court liaison before such time will be paid. Should an employee who is on standby be called into court, paragraph 1 above, shall apply for the session of court for which the employee actually appears in court. There shall be no compounding for Court Standby and Court Time for a given session.

3. Telephonic Hearings

A telephonic hearing is defined as a necessary phone conversation with and administrator or judge on behalf of the University. When an off-duty officer is required to participate in a telephonic hearing, the off-duty officers shall receive credit for a minimum of one (1) hour of premium overtime.

L. TRAVEL TIME

Travel time is time spent in transit on University business that is assigned by the University. Travel time is counted as hours worked. Commute time between home and the work site or a local alternate work site is not travel time, is not time worked, and shall not be compensated. Commute time between home and an alternate work site which is greater than the normal commute is work time, except that the employer may deduct/not count that time the employee would spend commuting to the regular work site.

M. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments. Nothing herein shall allow for duplicate payment of wages for the same hours worked.

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 **JOB VACANCY**

- 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. If the employee cannot for good cause return to work on the date provided by the University he/she will notify the University in advance. 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.** 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 the employee.
- C.** 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 sole discretion to discipline the employee.
- D.** 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.
- E.** 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 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. Retirement Changes (see attached appendix H)
3. 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 of such plans for other staff employees.
4. 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.
5. 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 regulation
 - a. 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 at:
<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>. FUPOA understands and agrees that the descriptions contained in the above link 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, UCSD 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 March 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 purposes 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 UCM 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. An eligible employee shall earn vacation credit each pay period **cycle** based on the number of hours on pay status for that pay period cycle at the following rates:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulated 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.

2. 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.
3. 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.
4. 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 and must be requested in accordance with local procedures. 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. Locations will conduct vacation bid at least annually. Availability of vacation dates/times shall be identified at the sole discretion of the University. Vacation bids will commence within 45 days of the conclusion of the shift assignments. Initial requests for vacation leave (up to 80 hours) will be granted by seniority. Individual campuses may, at their own discretion, conduct multiple rounds of

vacation bids.

3. Vacation requests received after the vacation bid process (see 2, above), if approved, will be granted based upon a first come first served basis, or if the requests are simultaneous, then by seniority.

C. VACATION PAY

1. Pay for vacation shall be at the employee's straight-time rate.
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. 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.

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.

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.

CHANGE TO ARTICLE 19 - SICK LEAVE

The deletion of the Attendance Standards provision from this Article does not add to or diminish any management right which otherwise exists to promulgate, supplement, amend and rescind work rules covering employee attendance standards that currently exist or may be established under other provisions of this Agreement or under HEERA.

G. 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. If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Benefit Eligibility

- a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Unless continuation of benefits is required by this Article or otherwise required by law, an eligible employee on approved leave without pay may elect 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.

2. Requests for Leave

Except as provided under Section D.1.e., below, or otherwise provided by law, 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.

3. Duration

For leaves other than Family and Medical Leave (FML) and Pregnancy Disability Leave, which are addressed in Section D.1.c. and Section E.1., respectively, below, 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. For leaves other than FML and Pregnancy Disability Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided in this Article or as may otherwise be required by law, the total aggregate of leaves of absence taken in any combination granted under this Article, shall not exceed six (6) months.

4. Return to Work

- a. Except as provided in Section D.1.i. and Section E.5. for return from Family and Medical Leave (FML) and Pregnancy Disability Leave, respectively, or as otherwise required by law, 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 or pursuant to a statutory right, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted or pursuant to law.
- 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 unless otherwise required by law.
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 that constitute a disability.
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 Family and Medical Leave (FML) entitlement under state and/or federal law or is not otherwise eligible for FML under state and/or federal law.
3. Notification

Requests for medical leave or to extend a 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.

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 with or without reasonable accommodation.
- b. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the costs of any such medical examination required by the University.
- c. Verification of medical disability for pregnancy-related purposes additionally includes a health care provider'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, with or without reasonable accommodation.

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 unless otherwise required by law.

6. Pregnancy Disability Leave

See Section E., below.

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 generally 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 with or without reasonable accommodation prior to his/her return in accordance with Section C.4.a. of this Article.
- b. If an employee remains unable to perform the essential functions of his or her position, with or without reasonable accommodation, notwithstanding the provision of leave under this Article, and the University determines that no reasonable accommodation exists without causing undue hardship, the employee may be medically separated in accordance with Article 23 - Medical Separation of this Agreement.

8. Return from a Medical Leave of Absence
 - a. For return after Pregnancy Disability Leave, please see Section E.5., below.
 - b. An employee who has been granted an approved medical absence for medical reasons other than Pregnancy Disability Leave 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, with or without reasonable accommodation, in accordance with applicable law. 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 working rather than on leave when the position was abolished or affected by layoff.

D. FAMILY AND MEDICAL LEAVE (FML)

The University shall adhere to state and/or federal law. An employee who is eligible for Family and Medical Leave (FML) and has not exhausted his or her FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

- Due to the employee's own serious health condition (Section D.2.)
- To care for a family member with a serious health condition (Section D.3.)
- As Pregnancy Disability Leave (Section D.4.)
- As Parental Leave (Section D.5.)
- As Military Caregiver Leave (Section D.6.)
- As Qualifying Exigency Leave (Section D.7.)

FML is unpaid leave, except as otherwise provided in Section D.1.g., below.

1. General Provisions for FML

a. Definitions

- 1) **"Child"** means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in *loco parentis*; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- 2) **"Parent"** means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or 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* to the employee when the employee was a child.
- 3) **"Spouse"** means a partner in marriage.
- 4) **"Domestic Partner"** means the individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither

individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.

- 5) **“Serious health condition”** is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - a) “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - b) “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - c) “Continuing treatment” means ongoing medical treatment or supervision by a health care provider, as defined below.
- 6) **“Health Care Provider”** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of his/her duties as defined under State Law; a Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. **Eligibility Criteria for FML**

- 1) Employees who have at least twelve (12) cumulative months of University service and have worked at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FML Leave in the calendar year, except as otherwise provided in this Article. If the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single 12-month leave period. For the purposes of this Article and Section D. only, all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement.
- 2) **"1,250 Hours Of Actual Service"** is time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

c. **Duration of Leave**

FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability Leave or Military Caregiver Leave. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single 12-month leave period.

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time career and limited appointment employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive, in no event shall an employee's aggregate use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the employee is taking FML as Military Caregiver Leave or four (4) months per pregnancy if the employee is taking FML as Pregnancy Disability Leave).

- 1) **Hourly Conversion for Part-time or Alternately Scheduled Employees:** For employees who work part-time or a schedule other than an 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with his/her normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on his/her hours worked over the twelve (12) months immediately preceding the leave.
- 2) Any leave taken by an eligible employee that qualifies as FML (including leave for a Work-Incurred Injury or Illness under Article 21) will be designated as such by the University and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

d. **Forms in Which FML May Be Taken**

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

1) **Employee Requests for FML on an Intermittent or Reduced Schedule Basis**

When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for FML for the employee's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the employee's FML entitlement for the applicable year.

An employee may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section E., below.

For requests to take FML as Parental Leave on an intermittent or reduced schedule basis, see Section D.5.e., below.

2) Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule

When the employee requests FML on an intermittent or a reduced schedule basis due to the planned medical treatment for the employee's serious health condition or the serious health condition of a family member, the University may, at its sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

e. Notification

- 1) The employee shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee shall give the University notice as soon as practicable. Failure to comply with this notice requirement may result in postponement of the leave.
 - a) If the need for leave is foreseeable due to the planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations, subject to the approval of the health care provider.
 - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- 2) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated or provisionally designated as FML Leave. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.
- 3) Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave). If an employee's need for leave continues after his or her FML entitlement has been exhausted, the employee may be eligible for a Medical Leave in accordance with Section C. of this Article or may request a Personal Leave in accordance with Section B. of this Article.

f. Certification and Other Supporting Documentation

1) Certification When FML is Taken for the Employee's Own Serious Health Condition

When FML is requested for the employee's own serious health condition, the University may, at its discretion, require that an

employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, the employee shall be so advised 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 which it is provided, include:

- a) a certification that the employee has a serious health condition as defined in Section D.1.a.5., above, and
 - b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and
 - c) the date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return, and
 - d) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of the need for such schedule, and,
 - e) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.
- 2) **Certification When FML Is Taken to Care for the Employee's Family Member with a Serious Health Condition**
- When FML is requested so that the employee may care for a family member with a serious health condition, the University may, at its discretion, 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, the employee shall be so advised 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 which it is provided, include:

- a) certification that the employee's family member has a serious health condition as defined in Section D.1.a.5., above, and
- b) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
- c) whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.

In addition, the employee will be required to certify either on the same form or separately what care the employee will provide the family member and the estimated duration of the period of care.

3) **Certification When FML Is Taken as Pregnancy Disability Leave**

When FML is taken as Pregnancy Disability Leave, the employee may be required to provide a certification in accordance with Section E.4., below.

- 4) **Certification When FML Is Taken for Military Caregiver Leave**
When Military Caregiver Leave is requested, the employee may be required to provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in Section D.1.a.6., above) who is treating the covered servicemember. The certification should provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that she or he has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing his or her veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.
- 5) **Certification When FML Is Taken for Qualifying Exigency Leave**
When Qualifying Exigency Leave is requested, an employee may be required to provide a copy of the military member's active duty orders. Employees may also be required to provide certification of: 1) the reasons for requesting Qualified Exigency Leave, 2) the beginning and end dates of the qualifying exigency, and 3) other relevant information.
- 6) **Confirmation of Family Relationship**
The University may, at its sole non-grievable discretion, require that an employee complete a Declaration of Relationship form to certify his/her relationship with the child when the employee is requesting FML as Parental Leave or to certify his/her relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may result in discontinuance of the leave until the required documentation is provided. If the employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.
- 7) **Questioned Medical Certifications**
Should the University have a good faith, objective reason to doubt the validity of the employee's certification for his/her own serious health condition, the University may, at its sole non-grievable discretion, require that the employee obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.
- 8) **Additional Certification and/or Recertification**
If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its sole non-grievable discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

9) Failure to Provide the Requested Certification and/or Recertification

For FML taken as Pregnancy Disability Leave, see Section E.4.d., below.

An employee's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. An employee's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide certification or recertification within a reasonable time as requested, FML Leave will be denied.

If the employee fails to provide a complete and sufficient certification and/or re-certification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, FML will be denied.

g. Use of Accrued Paid Leave

FML Leave is unpaid, except for the use of sick leave and/or the use of accrued vacation, as provided in this Article.

- 1) An employee on FML for his/her own serious health condition may elect to substitute accrued sick leave, vacation, and/or PTO (if applicable) for leave without pay.
- 2) An employee on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may elect to substitute accrued sick leave (up to 12 workweeks), vacation, and/or PTO (if applicable) for leave without pay.
- 3) An employee on FML for Pregnancy Disability Leave may elect to substitute accrued sick leave, vacation, and/or PTO (if applicable) for leave without pay.
- 4) An employee taking FML as Parental Leave may elect to use accrued sick leave (up to thirty (30) calendar days), vacation, and/or PTO (if applicable) for leave without pay.
- 5) An employee taking FML as Qualifying Exigency Leave may elect to substitute accrued vacation and/or PTO (if applicable) for leave without pay.

h. Continuation of Health Benefits

An eligible employee who is on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as follows:

- 1) When the employee is on FML that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty six (26) workweeks in a single twelve month period. For purposes of Military Caregiver

Leave, the “single twelve month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

- 3) When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after the employees’ FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

i. **Return from FML**

1) **Required Notice and Documentation**

- a) The employee shall provide reasonable notice to his/her employing department of his/her anticipated return to work.
- b) An employee returning from FML for his/her own serious health condition must provide a written medical release to return to work prior to returning to work. Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

2) **Reinstatement Rights**

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), he/she shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee’s return to work rights after Pregnancy Disability Leave, see Section E.5., below. 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 working when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond his/her appointment end date or the predetermined date of separation. An employee who has been granted an FML for his/her own serious health condition, may be required by the University to provide a written medical release to return to work prior to his/her return to work.

2. **FML for Employee’s Serious Health Condition**

FML for the employee’s own serious health condition is leave taken when the employee’s own “serious health condition,” as defined in Section D.1.a.5., above, renders the employee unable to perform any one or more of the essential functions of the employee’s position.

3. FML to Care for Employee's Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in Section D.1.a.5., above.

4. FML as Pregnancy Disability Leave

When an employee who takes Pregnancy Disability Leave pursuant to Section E., below, is eligible for FML, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her Pregnancy Disability Leave entitlement under PDLL.

5. FML as Parental Leave

FML taken as Parental Leave is leave taken to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Leave:

a. Time Limit for Parental Leave

Parental leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee.

b. Eligibility for Parental Leave

An employee taking Parental Leave must meet the eligibility requirements for FML set forth in Section D.1.b., above, except when the employee is taking Parental Leave immediately following an FML taken as Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave under CFRA for up to twelve (12) workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.

c. Advance Notice

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, in order to allow the University to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days' advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

d. Duration of Parental Leave

Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year. However, when an FML for Parental Leave is combined with an FML for Pregnancy Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

e. Forms in which Parental Leave May Be Taken

The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year. The University, at its sole non-grievable discretion, may require that

any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

6. **FML as Military Caregiver Leave**

An eligible employee may take Military Caregiver Leave to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a “serious injury or illness,” consistent with the definitions of those terms in Section D.6.b., below.

a. **Eligibility Criteria and Duration Specific to Military Caregiver Leave**

An eligible employee is entitled to up to twenty six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section D.1.b., above.

b. **Definitions Specific to Military Caregiver Leave**

1) **“Covered servicemember” means:**

- a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a “serious injury or illness,” is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or
- b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”

2) **“Covered veteran” means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.**

3) **“Outpatient status” means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.**

4) **“Serious injury or illness” means:**

- a) For a current member of the Armed Forces (including a member of the National Guard or Reserves); an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating;
- b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s

active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.

- I. **“Parent of a covered servicemember”** means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents in law.
- II. **“Son or daughter of a covered servicemember”** means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- III. **“Next of kin”** means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.
- IV. **“Single 12-month leave period”** means the period beginning on the first day the employee takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

c) **Leave Entitlement**

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any “single twelve-month (12-month) period.”

If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

7. **FML as Qualifying Exigency Leave**

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the military member is the spouse, domestic partner, son, daughter or parent of the employee, the employee may take Qualifying Exigency Leave to attend to any “qualifying exigency” while the military member is on “covered activity duty or call to covered active duty status” (or has been notified of an impending call or order to covered active duty).

a. **Definitions Specific to Qualifying Exigency Leave**

- 1) **“Covered active duty or call to covered active duty status”** means:
 - a) In the case of a member of the regular Armed Forces: duty during the deployment to a foreign country.
 - b) In the case of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.
- 2) **“Qualifying exigency”** is defined as any one of the following, provided that the activity relates to the military member’s covered active duty or call to covered active duty status:
 - a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment;
 - b) Military events and activities, including official ceremonies;
 - c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care;
 - d) Financial and legal arrangements to address the military member’s absence or to act as the military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member’s covered active duty status;
 - e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care;
 - f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
 - g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member’s covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
 - h) Parental care for the parent of the military member when the parent is incapable of self-care; and
 - i) Additional activities related to the military member’s covered active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

E. Pregnancy Disability Leave

During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition, she is entitled to and the University shall grant her request for Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

For an employee disabled by pregnancy, childbirth or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FML, pursuant to Section D., above, such leave shall be deducted from an employee's FML entitlement under the federal FMLA as well as her entitlement under the PDLL.

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

1. Duration

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a Medical Leave of Absence may be granted in accordance with Section C., above.
- c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Leave, pursuant to Section D.5., above, to care for her newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Paid Leave

An employee on Pregnancy Disability Leave may elect to substitute accrued sick leave, vacation, and/or PTO (if applicable) for leave without pay.

3. Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave.

- a. **Transfer at the Request of the Employee.** The University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to 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 is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section E.5., below.
- b. **Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University

may, at its sole non-grievable discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section E.5., below.

- c. **Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. **Certification**

- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.
- b. When a medical certification is requested in connection with the employees' request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (a) a statement that the employee needs to take Pregnancy Disability Leave because she is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.
- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
- e. The University may, at its discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

5. **Reinstatement after Pregnancy Disability Leave**

The date of reinstatement from the Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made and the employee is returning directly from PDL, the University shall reinstate the employee within two (2) business days or, when two (2) business days is not feasible, as soon as possible after the employee notifies the University of her readiness to return.

If the employee is returning to work directly following the end of the Pregnancy Disability Leave, she shall not be reinstated from her

Pregnancy Disability Leave until a medical release certification is provided to the University within the time limits specified by the Department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

An employee who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a comparable position if the employee would have been entitled to the comparable position if she had been continuously working. If a comparable position is not available on the employee's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and her actual reinstatement shall not be counted for purposes of any employee pay or benefits.

6. Continuation of Health Benefits

A benefits-eligible employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section D.1.h.4., above, whether or not the Pregnancy Disability Leave also qualifies as FML.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In appropriate circumstances, the University may require verification of an employee's military orders. Employees are responsible for informing their supervisors in advance of the need to take time off as soon as possible under the circumstances, depending on the nature of the leave.

M. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

1. An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a "period of military conflict." A "qualified leave period" for this type of leave means the period during which the qualified member is on leave from deployment during a period of military conflict. An eligible employee will be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period. "Qualified member" and "period of military conflict" are terms defined in Section M.3., below.
2. To be eligible for this leave, an employee must satisfy all of the following criteria:
 - a. Be a spouse or domestic partner of a qualified member,
 - b. Perform services for the University for an average of twenty (20) or more hours per week,
 - c. Provide the University with notice of the employee's intention to take the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, and

- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.
3. Definitions specific to Military Spouse/Domestic Partner Leave:
- a. "Qualified member" means a person who is any of the following:
 - 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - 2) A member of the National Guard who has been deployed during a period of military conflict, or
 - 3) A member of the Reserves who has been deployed during a period of military conflict.
 - b. "Period of military conflict" means either of the following:
 - 1) A period of war declared by the United States Congress, or
 - 2) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in California Military & Veterans Code Section 395.10.
 - c. Substitution of Paid Leave – This leave is unpaid, except that an employee may elect to use accrued vacation and/or PTO (if applicable) prior to taking leave without pay.

N. FAILURE TO RETURN FROM LEAVE

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. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs. 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, since all accommodations will be determined in accordance with the specific functional abilities of the employee in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

B. THE INTERACTIVE PROCESS

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate University representatives about possible options for reasonably accommodating the employee's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

During the interactive process, the University considers information related to: the essential functions of the job, the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.

The University will not implement an accommodation that would present an undue hardship.

2. The University will process requests for reasonable accommodation and provide accommodations where reasonable and appropriate and in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to process a request will depend on the nature of the accommodation requested and whether the employee has provided sufficient supporting information.
3. Should an employee wish to receive an update as to the status of his/her request, he/she may contact the assigned University representative. The University representative will respond to the employee's request for updated information in a timely manner.
4. If the University determines that the employee cannot be reasonably accommodated in his or her current position, a search for an alternative vacant position for which the employee is qualified with or without reasonable accommodation will be conducted without the requirement that the position be publicized.

C. 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.

D. MEDICAL DOCUMENTATION

The employee is responsible for providing the University disability manager or other appropriate University representative with medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the job. The University may require that a University-appointed licensed healthcare provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the costs of the University-appointed health care provider.

E. TRIAL EMPLOYMENT

When recommended by a disability manager and approved by the appropriate University official, a qualified former non-probationary career disabled employee 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 disability manager in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

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 and determines that no reasonable accommodation exists without causing undue hardship, 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).
- B.** Proof of the employee's disability is required and is subject to verification by the University. 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 except in those instances where the employee has already exhausted his/her available leave under Cal. Labor Code Sec. 4806. In any event, such 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 provides the greater benefit. Regular session courses are those which are state supported and do not include programs that do not receive state funding and are funded exclusively from self-generating revenue. The University will provide to FUPOA a list of self-supporting programs semi-annually. 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, gymnasiums, 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 costs, 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 one thousand dollars (\$1,000) 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

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 one hundred dollars (\$100.00).
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 one hundred dollars (\$100.00).

3. Cell Phone – Reimbursement for cell phones 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 **TRAVEL REIMBURSEMENT**

- A.** The University shall reimburse Officers for expenses in accordance with the provisions of the University of California Business and Finance Bulletin.
- B.** The University may determine, on a department-by-department basis and consistent with the Business and Finance Bulletin, the requirements for reporting travel expenses.
- C.** Changes to the policies and procedures relative to travel reimbursement, including but not limited to reimbursement rates, reimbursement caps, and per diem rates, shall be applied, changed, or implemented for Officers in this bargaining unit in the same manner as for other non-represented police department employees (i.e., Sergeants, Lieutenants, Captains, Chiefs), at the officer's location. Prior to implementing any such changes, the University shall notify FUPOA and give them an opportunity to meet and confer regarding any effects identified by FUPOA.
- D.** The provision of meals or snacks by hotels and/or locations does not prevent an officer from requesting reimbursement for meals. Reimbursement will be provided so long as the request is reasonable and comports with University, campus, and department policies and procedures.

ARTICLE 28

SENIORITY

- A.** Seniority shall be used for vacation sign-up/preference as well as shift bidding, as described in those Articles (Article 18 and Article 11 respectively).
 - 1. Seniority shall be based on the date of appointment as a Police Officer with the University of California.
- 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.

A permanent employee who has resigned in good standing, may, with the approval of the Chief of Police, be restored to a reemployment list of the same classification that was held upon resignation within a period of six (6) months from the effective date of his/her resignation. If the employee is rehired, the employee shall have their seniority restored for shift bidding and vacation preferences as provided in Articles 11 and 18. Vacation accruals and other benefits will be provided in accordance with University policy.

ARTICLE 29 WAGES

A. GENERAL PROVISIONS

1. Appendix A - The applicable wages are reflected in Appendix A for wage rates effective pay period beginning July 2, 2017. The parties recognize that the actual wage rates paid to officers may slightly vary from those reflected in Appendix A due to rounding.
2. TCS Wage Reference – For wage increases over the term of this contract, officers shall be paid in accordance with the applicable wage range/step information set forth as reflected on the Corporate Title Code System Lookup (TCS) at: <https://tcs.ucop.edu/tcs/jsp/homePage.htm>. In the event this web page expires and is replaced by a new title code system and corresponding web page, the University will provide 30 days notice to union advising where such title code and salary information can be found online.
3. Range Increase Eligibility –
 - a. Officers must be on the active payroll on the date of computation and the date of pay of the range increase.
 - b. Officers not eligible for the range increase include those officers on unpaid leave of absence until return to duty status.

B. GENERAL WAGE RANGE ADJUSTMENTS

1. Wage ranges shall be increased by 3% effective the pay period beginning July 2, 2017. The University will implement this wage increase within 90 calendar days of receipt of written notice of ratification from FUPOA and will make retro-active payments for the period between payout and July 2, 2017.
 - a. Officers eligible for the range increase must be on the active payroll as of July 2, 2017 and remain on the payroll on the date of payout.
 - b. Officers not eligible for the range increase include those officers on unpaid leave of absence until return to duty status.
2. Fiscal Year 2018-19 - Wage ranges shall be increased by 3% effective the pay period beginning July 1, 2018.
3. Fiscal Year 2019-20 – Wage ranges shall be increased by 3% effective the pay period beginning June 30, 2019.
4. Fiscal Year 2020-2021 – Wage ranges shall be increased by 3% effective the first full pay period on or following July 1, 2020.

C. PERFORMANCE-BASED STEP INCREASES

1. Step Increases

For each year this contract is in effect, 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, individual 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.

D. LONGEVITY STEP

1. Officers shall be eligible for movement to a longevity step 4% above the top step of the officer pay range contingent upon satisfaction of the following criteria:
 - a. Ten years or more continuous active sworn UC experience; and
 - b. Minimum one (1) year at top step with a current satisfactory or better performance evaluation.
2. The effective date of such increase shall be the officer's first full regular bi-weekly pay period after both of the above criteria have been satisfied.

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 Ordnance Disposal Officer;
 - f. Crime Prevention Officer;
 - g. Motorcycle Officer; and
 - h. Other specialty assignments designated as Specialist by the Chief.

A monthly paid Officer assigned as Specialist, with the exception of Field Training Officer, for fifty percent (50%) or more of the full-time working hours in a thirty (30) calendar day period shall receive additional compensation in the amount of \$175 for that month. A bi-weekly paid Officer assigned as Specialist, with the exception of Field Training Officer, for two consecutive bi-weekly pay periods, shall receive additional compensation in the amount of \$80.70 for each of those pay periods, provided the total amount paid over any 12 month period does not exceed \$2100. Effective pay period ending October 7, 2017, this paragraph will no longer be in effect.

A monthly paid Officer assigned as a Field Training Officer for fifty percent (50%) or more of the full-time working hours in thirty (30) calendar day period shall receive additional compensation in the amount of \$250 for that month. A bi-weekly paid Officer assigned as a Field Training Officer for fifty percent (50%) or more of the full time working hours in two (2) consecutive biweekly pay periods shall receive additional compensation in the amount of \$ 125.00 for each of those pay periods, provided the total amount paid over any 12 month period does not exceed \$3000. Effective pay period ending October 7, 2017, this paragraph will no longer be in effect.

3. Effective pay period beginning October 8, 2017, an Officer assigned as Specialist, shall receive an additional 5% above that Officer's base wage while assigned.

Hours worked under this section shall not be counted twice for the purposes of computing eligibility for Specialty pay or Field Training Officer

pay.

4. The University may increase, during the term of this Agreement, the amount of compensation specified in for specialty assignments systemwide.
5. Except as provided in Paragraph 6, below, an Officer assigned to more than one specialty assignment shall be compensated for only one assignment.
6. System-Wide Response Team (SRT): Effective pay period beginning July 29, 2018 SRT shall be included as a Specialty assignment in F.2, above. An officer assigned to SRT shall receive an additional 5% above that Officer's base wage while assigned. An officer assigned to SRT who is also assigned to another Specialty assignment, shall be compensated for both the SRT and only one additional Specialty assignment. (i.e. 'stackable')

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

A monthly paid Officer who possesses a POST Intermediate Certificate shall receive an additional compensation in the amount of \$225 per month. A bi-weekly paid Officer who currently possesses a POST Intermediate Certificate shall receive additional compensation in the amount of \$103.85 per bi-weekly pay period. Effective pay period ending October 7, 2017, this paragraph will no longer be in effect.

1. A monthly paid Officer who currently possesses a POST Advanced Certificate shall receive additional compensation in the amount of \$325 per month. A bi-weekly paid Officer who currently possesses a POST Advanced Certificate shall receive additional compensation in the amount of \$150.00 per bi-weekly pay period. Effective pay period ending October 7, 2017, this paragraph will no longer be in effect.
2. Effective pay period beginning October 8, 2017 an Officer who possesses a POST Intermediate Certificate shall receive an additional 4% of base wage.
3. Effective pay period beginning October 8, 2017 an Officer who possesses a POST Advanced Certificate shall receive an additional 8% of base wage.
4. An Officer who has received Intermediate and Advanced POST Certification shall be compensated for only Advanced POST Certification Pay.

G. SHIFT DIFFERENTIAL

Employees who work during the hours described below shall receive an additional \$1.50/hour for all time worked during the hours described below:

Effective pay period beginning July 29, 2018 the eligible hours will be from 11pm to 6am.
Effective pay period beginning July 28, 2019 the eligible hours will be from 10pm to 6am.
Effective the first full pay period on or after August 1, 2020 the eligible hours will be from 9pm to 6am.

H. WAGE RANGE REALIGNMENT AND STEP INCREASES

1. At any time during the life of this Agreement, the University may adjust the wage 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 wage range(s), or dropping step(s) from the bottom of any or all wage range(s). At least thirty (30) calendar days prior to implementing such a wage 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 wage range in a manner that would result in a decrease in the wage 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 wage range, any officer whose resultant pay is lower than the new wage range minimum shall have her/his wage increased to the new minimum, effective the same date on which the new range minimum is effective.

ARTICLE 30 MISCELLANEOUS

A. JURISDICTIONAL AREAS

Directors 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 Directors 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 ten (10) bargaining unit employees (but no more than one from each campus). Such representatives will be released from work in a without-a-loss-of-straight-time status to attend the scheduled meeting(s), provided FUPOA has given the University at least fourteen (14) 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 31

DURATION

- A.** The terms and conditions of this Agreement shall remain in full force and effect commencing on July 1, 2017 and shall terminate at 11:59 PM on December 31, 2020 or any anniversary (MOU expiration date) thereafter or one of the parties have declared impasse after not being able to agree on a successor Agreement, whichever date is later, unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.
1. Neither party shall have the right or obligation to reopen any Article of this Agreement for the duration of the Agreement.
 2. In order to facilitate the negotiations of a successor to this Agreement, the Association shall no later than June 1, 2020 serve upon the University of California Office of the President, Office of Human Resources and Benefits, Director of Labor Relations the written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Association's initial written proposals regarding a successor Agreement.
 3. The University shall, no later than July 1, 2020 present its written proposals regarding a successor Agreement to the Association. By no later than March 1, 2020, the parties will agree to the list of compensation comparators for each campus location. If no agreement is reached the prior list of agencies shall be used, as set forth in Appendix G. The University shall revise and update the compensation survey accordingly for use in the 2020 negotiations. Negotiations shall commence on or about August 1, 2020, unless otherwise mutually agreed to by the parties.

B. Release Time for Preparation of Proposals

1. Each FUPOA Board member, but no more than one per campus, shall be entitled to 16 hours of paid release time for the purpose of preparing FUPOA's reopeners proposals. Board members shall provide at least 14 days notice to their respective Police Chief prior to the date for which release time is sought.
2. Each FUPOA Board member, but no more than one more per campus, shall be entitled to 24 hours for the purpose of preparing FUPOA's successor proposals in calendar year 2020. Board members shall provide at least 14 days notice to their respective Police Chief prior to the date for which release time is sought.

ARTICLE 32 **RELEASE TIME FOR NEGOTIATIONS**

- A. The Union shall designate no more than a total of eleven (11) permanent members – not more than one member for each campus, plus the FUPOA President -- to its bargaining team for the Police Officer unit. Such members shall be Police Officer employees of the University of California. The designated employees (up to 1 per campus) 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. If the Union chooses to bring more than one police officer from a particular campus, only one officer will be released on without loss of straight time pay status. The additional officer will be released, in a leave without pay status. 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 employee's representatives shall give their immediate supervisor written notice of their intent to attend scheduled bargaining sessions at least fifteen (15) 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 33 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 34 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. All terms and conditions of employment not provided for in this Agreement shall remain in full force and effect unless a change is agreed to by the parties.

ARTICLE 35 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.

EXECUTION OF AGREEMENT

The foregoing Agreement between the Federated University Police Officers Association (FUPOA) and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

By:



Dwaine Duckett
Vice President
Systemwide Human Resources

Date:

Nov 13th 2017

THE FEDERATED UNIVERSITY POLICE
OFFICERS ASSOCIATION (FUPOA)

By:



John H. Bakhit
Chief Negotiator for FUPOA

Date:

Nov. 8, 2017

By:



Date:

11-13-17

By:

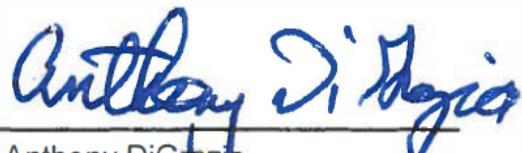


Andrew Lopez
President, FUPOA

Date:

11-8-2017

By:



Anthony DiGrazia
Associate Director
Labor Relations

Date:

11-13-17

APPENDIX A

	1	1.5	2	2.5	3	3.5	4	4.5	5	Longevity*
BERKELEY Hourly	\$39.63	\$40.57	\$41.56	\$42.53	\$43.57	\$44.60	\$45.68	\$46.77	\$47.91	\$49.83
SAN FRANCISCO	\$39.64	\$40.56	\$41.56	\$42.53	\$43.57	\$44.60	\$45.68	\$46.77	\$47.93	\$49.83
DAVIS	\$31.68	\$32.43	\$33.21	\$34.01	\$34.81	\$35.66	\$36.49	\$37.41	\$38.27	\$39.81
LOS ANGELES	\$36.40	\$37.26	\$38.16	\$39.07	\$40.03	\$40.98	\$41.96	\$42.97	\$43.99	\$45.75
RIVERSIDE	\$36.34	\$37.18	\$38.12	\$39.01	\$39.93	\$40.92	\$41.88	\$42.88	\$43.94	\$45.69
SAN DIEGO	\$36.34	\$37.18	\$38.12	\$39.01	\$39.93	\$40.92	\$41.88	\$42.88	\$43.94	\$45.69
SANTA CRUZ	\$36.02	\$36.87	\$37.76	\$38.63	\$39.57	\$40.52	\$41.49	\$42.48	\$43.52	\$45.26
SANTA BARBARA	\$36.34	\$37.18	\$38.12	\$39.01	\$39.94	\$40.92	\$41.88	\$42.88	\$43.94	\$45.69
IRVINE	\$36.34	\$37.18	\$38.12	\$39.01	\$39.93	\$40.92	\$41.88	\$42.88	\$43.94	\$45.69
MERCED	\$31.68	\$32.43	\$33.21	\$34.01	\$34.81	\$35.66	\$36.49	\$37.41	\$38.27	\$39.81

*4 % longevity pay for officers with 10 years or more continuous active UC sworn experience and minimum one year at top step with current satisfactory or better performance evaluation. Effective date is the officer's regular merit date.

APPENDIX B **Enumeration of University Benefits**

A. LISTING OF BENEFITS

The following is a brief listing of benefits provided to University employees, effective January 1, 2013. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable plan documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible class are excluded from coverage regardless of appointment percent and average regular paid time. For details on specific eligibility of each health and welfare program, see the Group Insurance Regulations. Modifications to current benefits may be made only in accordance with the provisions of Article 42, Section B. Enumeration of Benefits.

1. Medical Program

A variety of plans (i.e., Health Maintenance Organization (HMO), Preferred Provider Organizations (PPO), etc.) are available to employees who qualify based on their appointment. Medical plans are offered to cover eligible employees and their eligible dependents. Choice of plans may vary from location to location.

2. Dental Program

Dental plans are available to employees who qualify based on their appointment. Dental plans are offered which provide dental coverage for employees and their eligible dependents.

3. Vision Program

A vision plan is available to employees who qualify based on their appointment. The vision plan provides employees and their eligible dependents with coverage for vision care.

4. Life Insurance

a. Basic/Core (University-Paid)

Employees who are members of a defined benefit plan to which the University contributes are automatically covered by a Basic term life insurance policy.

b. Supplemental and Dependent (Employee-Paid)

Additional life insurance is available to eligible employees. Optional personal life insurance and dependent life insurance may be purchased by the employee.

5. Accidental Death & Dismemberment (AD&D) Insurance

Optional AD&D insurance may be purchased by employees who qualify based on their appointment. A variety of amounts of coverage are available to cover employees and their eligible dependents.

6. Business Travel Accident Insurance

Employees who are traveling on official University business are covered worldwide, 24 hours a day for a variety of accidents and incidents.

7. Short-term Disability Insurance (University-Paid)

University-Paid Disability insurance is available to eligible employees who are members of a defined benefit plan to which the University contributes.

8. Supplemental Disability Insurance (Employee-Paid)

Optional insurance, which covers both short- and long-term disabilities, may be purchased by employees who are members of a defined benefit plan to which the University contributes. Employees may choose a waiting period.

9. Legal Expense Insurance Plan

A legal expense insurance plan is available to employees who qualify based on their appointment. The legal plan provides employees and their eligible dependents with coverage for basic legal services associated with preventive, domestic, consumer and defensive legal matters.

10. Pension Benefits – UC Retirement Plan (UCRP)

UCRP is a defined benefit plan for which participation is mandatory for eligible employees.

UCRP provides retirement income for eligible employees, adjusted for cost-of-living increases; for members, eligible survivors and contingent annuitants. UCRP also provides pre-retirement disability income, pre-retirement survivor income and for employees hired prior to July 1, 2013 with continuous service, a lump sum cashout option.

11. UC Retirement Savings Program (UCRSP)

- a. Tax-Deferred 403(b) Plan – participation through voluntary pretax salary deferrals
- b. 457(b) Deferred Compensation Plan – participation through voluntary salary deferrals
- c. Defined Contribution Plan – participation only through voluntary after-tax contributions

Participation in the UCRSP plans is available to employees.

The plans provide the following investment options:

1) UC Core Funds

- a) investment options for single diversified investments including the Balanced Growth Fund and the Pathway Funds;
- b) primary asset class investment options for general asset allocation—all managed by the Chief Investment Officer; and,
- c) specialized asset class options for additional asset allocation which are mutual funds managed by independent investment advisors overseen by the Chief Investment Officer;

- 2) Fidelity Investments selected institutionally priced mutual fund;
- 3) Calvert selected institutionally priced socially responsible mutual funds; and
- 4) Other mutual funds through the Fidelity brokerage window.

12. Tax Effective Salary Reduction Programs

- a. Tax Savings on Insurance Premiums (TIP)

Employees enrolled in certain health insurance 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.

b. Health Flexible Spending Account (Health FSA)

The Health FSA is available to employees who qualify based on their appointment and allows employees to pay for eligible out-of-pocket health care expenses on a pretax, salary reduction basis.

c. Dependent Care Flexible Spending Account (Depcare FSA)

DepCare is available to employees who qualify based on their appointment and allows employees to pay for eligible dependent care expenses on a pretax, salary reduction basis.

d. Pretax Transportation Program

Federal and State tax laws make it possible for the University to offer eligible employees who pay for parking, transit passes or vanpooling by payroll deductions to do so on a pretax basis, subject to certain limits.

13. Auto/Homeowner Insurance

Auto and home insurance policies are available which may be purchased by eligible employees.

14. Family Care Referral Service

A resource for finding childcare, eldercare, and other family care providers is available to employees who qualify based on their appointment.

15. Death Payments

Upon the death of an employee who has been on pay status at least 50% time at least six continuous months prior to death a sum equal to the deceased's regular salary for one month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's Basic life insurance policy.

There is also a \$7,500 lump sum death benefit payable to beneficiaries of deceased UCRP members.

All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

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 - 14	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 Arbitrators
POLICE BARGAINING UNIT

Alexander Cohn P.O. Box 4006 Napa, CA 94558 (707) 226-7096 (707) 252-4067 – Fax	John B. LaRocco California State University, Sacramento 6000 J Street, Sacramento, CA 95819-6088 (916) 446-9048 (916) 446-6963 laroccoj@csus.edu
Ann Andrews Ellis 2041 Kings Ln San Mateo, CA 94402	John Kagel Kagel & Kagel 544 Market Street, Suite 401 San Francisco, CA 94104 (415) 982-1438 (510) 982-9140 – Fax
Barry Winograd Lake Merritt Plaza 1999 Harrison Street, Suite 1300 Oakland, CA 94612 (510) 475-5000 (510) 273-8707 – Fax	Joseph Gentile P.O. Box 491117 Los Angeles, CA 90049-9117 (310)479-3915
Douglas Collins P.O. Box 4399 West Hilles, CA 91308-4399 (916) 446-5259 (818) 716-8969 – Tel & Fax	Kenneth A. Perea P.O. Box 2788 Del Mar, CA 92014-5788 (619) 481-5191 (619) 481-0149 – Fax
Ed Edelman 516 Warner Avenue Los Angeles, CA 90024 (213) 620-1133 (310) 475-8782 – Fax	Luella Nelson P.O. Box 21268 Oakland, CA 94620 (510) 658-4959
Fred Horowitz P.O. Box 3613 Santa Monica, CA 90408-3613 (310) 829-6064 (310) 449-1049 – Fax	Louis Zigman 8306 Wilshire Blvd., Suite 596 Beverly Hills, CA 90211 (310) 556-3748 (310) 550-8439 – Fax
Garry Fellman 510 S. Marengo Ave. Pasadena, CA 91101 (818) 440-0952	Neil Herring 503 Sandretto Dr. Sebastopol, CA 95472 (707) 823-9418
	Paul Staudohar 1140 Brown Avenue Lafayette, CA 94549 (925) 881-3080 (925) 885-2165 – Fax
	Sara Adler 1034 Selby Ave Los Angeles, CA 90024-3106 310-474-5170
	David Hart 1350 Front Street, Room 4060 San Diego, CA 92101 (619) 525-4231

APPENDIX E **CAMPUS DESIGNATED GRIEVANCE OFFICE**

Written grievances at Step 2 are to be filed with the following offices:

Berkeley

Labor Relations Office
University of California
192 University Hall
Berkeley, CA 94720-3540
(510) 643-6001
labrel@berkeley.edu

Riverside

Labor Relations Office
University of California
1160 University Avenue, Suite A
Riverside, CA 92521
(951) 827-3641
grievances@ucr.edu

Davis

Employee and Labor Relations
University of California
One Shields Ave
Davis, CA 95616
(530) 754-8892
ucdgrievance@ucdavis.edu

San Diego

Labor Relations
University of California
Torrey Pines Center South
10280 North Torrey Pines Road, Suite
265A
La Jolla, CA 92037
(858) 534-2810
laborrelations@ucsd.edu

Irvine

Labor Relations
University of California
111 Theory, Suite 200
Irvine, CA 92697-4600
(949) 824-4257
fileagrv@uci.edu

San Francisco

Labor and Employee Relations
University of California
3360 Geary Blvd., Suite 301
San Francisco, CA 94188-3324
(415) 353-4107
ELR@ucsfmedctr.org

Los Angeles

Employee and Labor Relations
University of California
10920 Wilshire Blvd., Suite 200
Los Angeles, CA 90024-6504
(310) 794-0860
erlr@chr.ucla.edu

Santa Barbara

Employee and Labor Relations
University of California
3101 SAASB Building
Santa Barbara, CA 93106
(805) 893-4119
laborrelations@hr.ucsb.edu

Merced

Labor Relations
U. C. Merced
767 East Yosemite, Suite A/B
Merced, CA 95340
(209) 228-8247
laborrelations@ucmerced.edu

Santa Cruz

Employee and Labor Relations
University of California
1201 Shaffer Road
Santa Cruz, CA 95060
(831) 459-2017
Grievance@ucsc.edu

Written grievances at Step 3 are to be filed with the Director of Labor Relations:

UCOP

Labor Relations Office
University of California, Office of the President
300 Lakeside Dr., 10th Floor
Oakland, CA 94612
AppealAGrievance@ucop.edu

**FUPOA
POLICE OFFICER UNIT
GRIEVANCE FORM**

Allegations of a violation of the Police Officer Agreement in effect between the University and FUPOA must be filled in on this form. See your Agreement for details regarding the filing of a grievance. **PLEASE PROVIDE THE INFORMATION REQUESTED IN ACCORDANCE WITH ARTICLE 6, GRIEVANCE PROCEDURE OF THE POLICE OFFICER UNIT AGREEMENT.**

GRIEVANT=S NAME		NAME OF GRIEVANT=S IMMEDIATE SUPERVISOR	
CAMPUS	DEPARTMENT/DIVISION		WORK TELEPHONE
EMPLOYEE CLASSIFICATION TITLE		NON-WORK ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT	
EMPLOYEE EMPLOYMENT STATUS <input type="checkbox"/> Career/Regular <input type="checkbox"/> Probationary <input type="checkbox"/> Full Time <input type="checkbox"/> Casual/Temporary <input type="checkbox"/> Part Time			GRIEVANT=S NORMAL WORK SCHEDULE
IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:			
REPRESENTATIVE=S NAME	REPRESENTATIVE=S ORGANIZATION		REPRESENTATIVE=S TELEPHONE NUMBER
REPRESENTATIVE=S ADDRESS, CITY, STATE, ZIP			
TYPE OF GRIEVANCE:	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL GRIEVANTS) <input type="checkbox"/> UNION (MUST BE SIGNED BY THE PRESIDENT OR DESIGNEE)	SPECIFIC ARTICLE(S) & SECTION(S) OF THE CONTRACT ALLEGED TO BE VIOLATED:	
DATE OF ACTION CAUSING GRIEVANCE ____ / ____ / ____	DATE OF INFORMAL DISCUSSION WITH SUPERVISOR ____ / ____ / ____		DATE OF INFORMAL RESPONSE, IF ANY ____ / ____ / ____
ALLEGED VIOLATION OF AGREEMENT			
REMEDY REQUESTED			
GRIEVANT=S AND/OR REPRESENTATIVE=S SIGNATURE			DATE

GRIEVANCE REVIEW -- STEP 1

DATE STEP 1 GRIEVANCE RECEIVED BY UC	DATE OF UC RESPONSE	
STEP 1 DECISION		
SIGNATURE OF STEP 1 REVIEWER	PRINTED NAME AND TITLE OF STEP 1 REVIEWER	TELEPHONE NUMBER
? I DO NOT ACCEPT AND APPEAL THE STEP 1 RESPONSE TO THE SECOND STEP (STATE SUBJECT BELOW)	GRIEVANT=S AND/OR REPRESENTATIVE=S SIGNATURE	DATE
SUBJECT OF GRIEVANCE AT STEP 2, IF DIFFERENT THAN SUBJECT OF GRIEVANCE AT STEP 1.		

GRIEVANCE REVIEW -- STEP 2

DATE STEP 2 APPEAL POSTMARKED/HAND-DELIVERED	DATE STEP 2 APPEAL RECEIVED BY UC	DATE OF UC RESPONSE	DECISION ATTACHED ? YES ? NO
SIGNATURE OF STEP 2 REVIEWER		PRINTED NAME AND TITLE OF STEP 2 REVIEWER	
? I DO NOT ACCEPT AND APPEAL THE STEP 2 RESPONSE TO THE SECOND STEP (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE		DATE
SUBJECT OF GRIEVANCE AT STEP 3, IF ANY ISSUE(S) OF GRIEVANCE AT STEP 2 HAS BEEN RESOLVED.			

GRIEVANCE REVIEW -- STEP 3

DATE STEP 3 APPEAL POSTMARKED/HAND-DELIVERED	DATE STEP 3 APPEAL RECEIVED BY UC	DATE OF UC RESPONSE	DECISION ATTACHED ? YES ? NO If no, decision status _____
SIGNATURE OF STEP 3 REVIEWER		PRINTED NAME AND TITLE OF STEP 3 REVIEWER	

Salary Survey Comparators
Appendix G – updated April, 2016

Campus	Comparators
UC Berkeley	<ol style="list-style-type: none"> 1. Alameda Police Department 2. Berkeley Police Department 3. Oakland Police Department 4. Palo Alto Police Department 5. San Francisco Police Department 6. Santa Clara Police Department 7. Vallejo Police Department
UC San Francisco	<ol style="list-style-type: none"> 1. California State University 2. Alameda Police Department 3. Berkeley Police Department 4. Oakland Police Department 5. Palo Alto Police Department 6. San Francisco Police Department 7. Santa Clara Police Department
UC Davis	<ol style="list-style-type: none"> 1. California State University 2. Davis Police Department 3. Sacramento Police Department 4. Roseville Police Department 5. Elk Grove Police Department 6. Citrus Heights Police Department 7. Vallejo Police Department
UC Los Angeles	<ol style="list-style-type: none"> 1. Santa Monica Police Department 2. Burbank Police Department 3. Culver City Police Department 4. Pasadena Police Department 5. Whittier Police Department 6. Hawthorne Police Department 7. Torrance Police Department
UC Riverside	<ol style="list-style-type: none"> 1. California State University 2. Corona Police Department 3. Irvine Police Department 4. Murrieta Police Department 5. Ontario Police Department 6. Riverside County Sheriff Department 7. Riverside Police Department 8. Santa Ana Police Department

Campus	Comparators
UC San Diego	<ol style="list-style-type: none"> 1. Coronado Police Department 2. Carlsbad Police Department 3. Chula Vista Police Department 4. San Diego County Sheriff Department 5. Orange County Sheriff Department 6. San Diego Police Department 7. Irvine Police Department 8. San Diego Harbor Police
UC Santa Cruz	<ol style="list-style-type: none"> 1. Santa Cruz Police Department 2. Santa Cruz County Sheriff Department 3. Santa Clara Police Department 4. Santa Clara County Sheriff Department 5. San Francisco Police Department 6. Palo Alto Police Department 7. Berkeley Police Department
UC Santa Barbara	<ol style="list-style-type: none"> 1. Oxnard Police Department 2. San Luis Obispo Police Department 3. Santa Barbara Police Department 4. Santa Barbara County Sheriff Department 5. Santa Maria Police Department 6. Ventura Police Department 7. Ventura County Sheriff Department 8. Redondo Beach Police Department 9. Torrance Police Department
UC Irvine	<ol style="list-style-type: none"> 1. Costa Mesa Police Department 2. Irvine Police Department 3. Newport Beach Police Department 4. Orange Police Department 5. Santa Ana Police Department 6. Tustin Police Department 7. Anaheim Police Department 8. Huntington Beach Police Department
UC Merced	<ol style="list-style-type: none"> 1. California State University 2. Merced County Sheriff Department 3. Merced Police Department 4. Clovis Police Department 5. Fresno Police Department 6. Tracy Police Department 7. Modesto Police Department 8. Elk Grove Police Department

**APPENDIX H:
RETIREMENT CHOICE PROGRAM**

Within _____ days following the ratification date, Safety employees who become eligible for UC's primary retirement benefit options on or after that date – including: eligible employees who are newly hired, eligible employees rehired after a tier break in service, and ineligible employees who later become eligible (i.e., Safe Harbor employees who become career) – would have a choice between the following two options:

Pension Choice: UCRP Safety formula, with the PEPRA cap applicable to new hires on or after the implementation date (since Safety employees are without Social Security the UCRP covered compensation limit with PEPRA cap is \$142,530 for 2017). The Safety member contribution rate to UCRP currently is 9% of covered pay. Pension Choice for those subject to the PEPRA cap includes a defined contribution plan supplemental benefit for eligible compensation over the PEPRA cap: currently 3% is contributed by UC and 9% of covered pay is contributed by the employee.

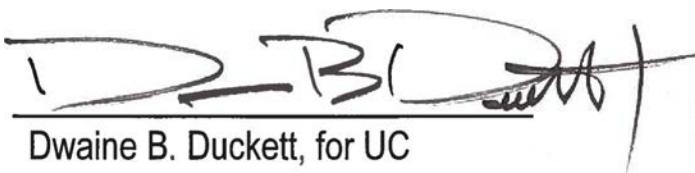
OR

Savings Choice: a defined contribution plan benefit which includes contributions on covered compensation up to the IRS compensation limit (i.e., covered compensation is not limited to the PEPRA cap): currently 8% is contributed by UC and 9% is contributed by the employee.

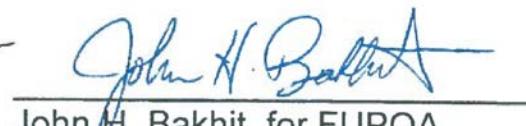
Safety employees' participation in the Retirement Choice Program will follow the same policies and procedures as for non-represented staff employees. Employees who do not make an affirmative election in the 90-day choice window will default to Pension Choice.

There are no changes for officers hired before the implementation date indicated above. As soon as administratively feasible following ratification of this agreement, updates will be made online to reflect these changes. This Appendix describes the process for implementation of the Retirement Choice Program but does not

otherwise modify the terms of the Benefits Article. Prior to the implementation of the Retirement Choice Program, the University will work with FUPOA to develop a written communication that shall be distributed to newly hired police officers and trainees during the orientation process, and prior to making a retirement choice election.



Dwaine B. Duckett, for UC



John H. Bakhit, for FUPOA