

## **ARTICLE 1 AGREEMENT**

**A.** This Agreement is made and entered into on October 17, 2013, 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.