

**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.