

# UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE SYSTEMWIDE EXECUTIVE DIRECTOR  
LABOR RELATIONS

OFFICE OF THE PRESIDENT  
1111 Franklin Street  
Oakland, California 94607

October 13, 2021

*Via U.S. Mail & Electronic Mail*

John H. Bakhit  
1921 I Street  
Sacramento, CA 95811  
[jbakhit@mastagni.com](mailto:jbakhit@mastagni.com)

Dear Mr. Bakhit:

In accordance with Article 31 – Duration of the Collective Bargaining Agreement (“CBA or Agreement”) between the Federated University Police Officers Association (“FUPOA”) and the University of California (“University”), the University presents the below list of initial proposals to commence bargaining for a successor Agreement. The University maintains the ability to modify, amend, substitute or withdraw any or all of these proposals depending on the course of bargaining. Additionally, the University reserves the right to submit additional proposals or possibly, to propose to open additional articles of the contract, as negotiations progress.

## **Preamble**

The University is proposing current contract language.

## **Article 1 – Agreement**

The University shall propose language to reflect the date of the contract as well as clean up language.

## **Article 2 – Access**

The University shall propose language to clarify the usage of leave under this article.

## **Article 3 – Payroll Deduction**

The University will propose language to clarify any obligation the University’s may have in regard to dues collection and clean up language.

## **Article 4 – Nondiscrimination in Employee**

The University shall provide language as needed to reflect the University’s Non-Discrimination and Sexual Violence and Harassment policies as well as clean up language.

## **Article 5 – Management Rights**

The University is proposing current contract language.

**Article 6 – Grievance Procedure**

The University will propose language to concerning withdrawals of grievances, termination of grievances, methods by which grievances may be filed and laches. The University will also include clean up language.

**The Article 7 – Arbitration Procedure**

The University shall propose modifications to the language to eliminate the ability to file grievances and arbitration notices by mail. In addition, propose a process by which determination of arbitrability will be done in a separate hearing and elimination of the two arbitration panels (one from Northern California one from Southern California). The University shall also propose clean up language.

**Article 8 – Disciplined and Dismissal**

The University will propose language to clarify the notice requirements and clean up language.

**Article 9 – Probationary Period**

The University shall propose language to modify the probationary period.

**The Article 10 – Performance Evaluations**

The University shall propose language to modify when an employee may file a grievance under this article as well as clean up language.

**Article 11 - Hours of Work**

The University shall propose language regarding the status of employees when they are hired at a new UC location as well as clean up language. The University shall also propose language to address sick time, work schedules, CTO and mutual aid assignments etc.

**Article 12 – Job Vacancy**

The University shall propose language to address the hiring process for current University Police Officers as well as clean up language.

**Article 13 – Layoff**

The University is proposing to revise the layoff language to broaden the reasons for layoffs. Revise the return to work provision in the article and clean up language.

**Article 14 – Resignation**

The University shall propose revisions to address resignations and abandonment of positions.

**Article 15 – Personnel Files**

The University shall propose modifications to recognize California law as it pertains to records for Public Safety Officers and that represent the transparency sought by the University.

**Article 16 – University Benefits**

The University is proposing current contract language.

**Article 17 – Holiday**

The University is proposing edits to the article to include Juneteenth. The University shall also propose language to address part-time officers, compensation and hours to be worked on a holiday as well as clean up language.

**Article 18 – Vacation Credit**

The University is proposing current contract language.

**Article 19 – Sick Leave**

The University shall propose language regarding the University’s ability to request documentation for an illness as well as clean up language.

**Article 20 – Leave of Absence**

The University is proposing current contract language.

**Article 21- Work Incurred Injury/Illness**

The University will propose language addressing compensation under this article as well as clean up language.

**Article 22 – Reasonable Accommodation**

The University shall propose language in regard to compliance with applicable legal provisions and University.

**Article 23 – Medical Separation**

The University is proposing current contract language.

**Article 24 – Development**

The University is proposing current contract language.

**Article 25 – Parking**

The University is proposing language to modify its parking program.

**Article 26 – Uniforms**

The University is proposing modification to the uniform policy as well as clean up language.

**Article 27 – Travel Reimbursement**

The University is proposing current contract language.

**Article 28 – Seniority**

The University is proposing language to address lateral transfers.

**Article 29 – Wages**

The University is proposing wage adjustments as well as edits to provisions for Specialty Pay, Shift Differentials, CTO and Holiday Bank Payout etc. as well as clean up language.

**Article 30 – Miscellaneous**

The University is proposing current contract language.

**Article 31 – Duration**

The University will propose a multi-year agreement, modifications to release time and other clean up language.

**Article 32 – Release Time for Negotiations**

The University is proposing current contract language.

**Article 33 – No Strikes**

The University is proposing current contract language.

**Article 34 – Waiver**

The University is proposing current contract language.

**Article 35 – Severability**

The University is proposing current contract language.

**Article 36 – Past Practice Not Covered**

The University is proposing current contract language.

**New – Article 37 Police Accountability Boards**

The University will propose language to establish police accountability boards at all locations.

**Appendices**

The University is proposing that they be deleted, amended and updated accordingly.

The sunshine process shall begin no later than October 15, 2021 with notice to the public and the posting of the proposals, followed by the first sunshine meeting on October 20, 2021 from 1:00 p.m. to 3:00 p.m., and the second sunshine meeting on November 3, 2021 from 1:00 p.m. to 3:00 p.m.

Bargaining will begin on November 8, 2021.

Please do not hesitate to contact me should you need further information.

Sincerely,

E. Kevin Young  
E. Kevin Young  
Associate Director Labor Relations  
University of California

cc Letitia Silas, Executive Director, UCOP Labor Relations  
Melissa Munio, Chief of Staff, Teamsters Local 2010