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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE UNIVERSITY OF SAN FRANCISCO  
AND  
THE UNIVERSITY OF SAN FRANCISCO  
PUBLIC SAFETY OFFICERS ASSOCIATION**

**Effective Dates:**

**June 1, 2014 – May 31, 2018**

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## **ARTICLE 1 - RECOGNITION**

The University of San Francisco (“University”) recognizes the University of San Francisco Public Safety Officers Association (“Association”) as the exclusive bargaining representative for all full time, regular part time and Reserve Public Safety Officers, Community Safety Officers and Dispatchers employed by the University; excluding all other employees, lieutenants, director and supervisors as defined in the National Labor Relations Act, as amended, and in certification of representation issued by the National Labor Relations Board dated at San Francisco, California, December 9, 2004.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **Section 1. Retention of Rights**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively with the University.

### **Section 2. University Decisions and Actions**

Except as otherwise provided by this Agreement, the University retains the right to make and implement decisions and to take whatever action the University deems necessary which may affect the terms and conditions of employment of the employees covered by this Agreement.

### **Section 3. No Waiver**

Any of the rights, powers, authority, and functions the University had prior to the negotiation of this Agreement are retained by the University, except as expressly abridged by a provision of this Agreement. The University’s not exercising rights, powers, authority and functions reserved to it shall not be deemed a waiver of said rights, powers, authority, and functions or of its right to exercise them in some manner not in conflict with this Agreement.

## **ARTICLE 3 - ASSOCIATION SECURITY**

### **Section 1. Association Membership**

The University shall require all employees subject to this Agreement, as a condition of employment and within 31 days following their date of hire, to either i) initiate and maintain Association membership in good standing; or ii) pay a monthly service fee equal to the Association monthly dues and general assessments.

### **Section 2. Termination for Non-Payment**

The University, upon written notice and documentary proof from the Association that an employee has failed to either maintain membership or pay a service fee as required by Section 1 above, shall terminate the employment of such employee within five (5) working days following such notice from the Association.

### **Section 3. Withholding Dues**

Following written authorization by the employee, the University shall withhold from each employee’s paycheck any initiation fees, monthly membership dues, general assessments,

or service fees for which that employee is responsible. The University shall, at monthly intervals, remit to the Association the monies withheld.

#### **Section 4. Association Indemnity**

The Association agrees that the University shall not be liable for any cost which may be incurred as the result of implementation of this Article. The Association shall indemnify and hold the University harmless against any and all claims, demands, suits or other liabilities that arise out of the actions or inactions of the University in complying with any provisions of this Article or its reliance on any list, notice, or assignment furnished under this Article.

#### **Section 5. New Employees**

Whenever new employees are hired for positions covered by this Agreement, the University shall notify the Association in writing within five (5) working days of such employment and shall provide the date, place, and classification of the position and the name of the employee(s). Following written authorization by the employee, the University will provide the employee's mailing address to the Association.

#### **Section 6. Job Applicants**

Subject to the University's affirmative action obligations and the provisions of Article 4 – Non-Discrimination, of this Agreement, the University shall consider qualified applicants for vacant bargaining unit positions. In the event bargaining unit employees are neither qualified for the vacancy nor apply for the vacancy, the University shall consider for employment those qualified applicants referred by the Association prior to other applicants.

### **ARTICLE 4 – NON-DISCRIMINATION**

#### **Section 1. Association Membership**

The University agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Association activities shall not interfere with the normal operations of the University.

#### **Section 2. Obligations of the Parties**

Neither the University nor the Association in carrying out its obligations under this Agreement shall discriminate with respect to employment or Association membership because of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer related) or disability.

#### **Section 3. University Non-Discrimination Statement**

The University is an equal opportunity institution of higher education. As a matter of policy, the University does not discriminate in employment, educational services and academic programs on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted

by law. The University reasonably accommodates qualified individuals with disabilities under the law.

## **ARTICLE 5 – VISITS BY ASSOCIATION REPRESENTATIVES**

The University shall permit duly authorized representative(s) of the Association to visit the University for purposes of observing the working conditions of bargaining unit members. The representative(s) must notify either the Director of Employee and Labor Relations or the Director of Public Safety before conducting such visits.

## **ARTICLE 6 - MERGER**

In the event the University decides to merge the Department into any county or municipal law enforcement agency or to subcontract all services now performed by the Department to a private security company, county or municipal law enforcement agency, the University shall notify the Association of its decision one hundred (100) days prior to the effective date of the merger or subcontract and, if the Association requests, the parties shall meet and bargain concerning the effects of such decision upon the bargaining unit employees.

## **ARTICLE 7 - INDEMNITY**

### **Section 1. Conduct within Course and Scope of Employment**

The University shall indemnify and defend any employee who is sued by a third party for conduct the employee has undertaken in the course and scope of his or her employment with the University to the fullest extent allowed by California law.

### **Section 2. Conduct outside Course and Scope of Employment**

Misconduct, criminal acts, and purely personal acts, is conduct outside the scope and course of employment. Such conduct is not subject to University obligations under Section 1.

### **Section 3. Disputes Concerning this Article**

Any dispute between an employee and the University regarding obligations under Sections 1 or 2 shall be exclusively resolved with finality by the grievance-arbitration provision of this Agreement.

## **ARTICLE 8 -- UNIFORMS**

### **Section 1. Uniform Allowance**

The Department shall provide a uniform allowance to full-time and part-time dispatchers, Public Safety, Community Safety, and Reserve Public Safety Officers for maintaining, cleaning and/or purchasing uniform pieces beyond those included in the original purchase of the uniform or equipment by the Department.

Full-time Public Safety and Community Safety Officers will each receive \$675 a year, paid in increments of \$337.50 every six months. Part-time Community Safety Officers

and Reserve Public Safety Officers will each receive \$300 a year, paid in increments of \$150 every six months.

Full-time Dispatchers will receive \$150 per year for replacement uniforms, paid in increments of \$75 every six months. Part-time dispatchers will be provided a voucher up to \$75 per year for replacement uniforms.

The uniform allowance will be included with the January 15<sup>th</sup> and July 15<sup>th</sup> paychecks and is subject to payroll taxes unless appropriate documentation is submitted to the Business and Finance Office. No advances on uniform allowances are allowed.

### **Section 2. Standard Issue**

The specific standard initial uniform pieces and equipment issued to Public Safety Officer, Community Service Officer, Dispatcher, Reserve Public Safety Dispatcher, Reserve Public Safety Officer, and Part-time Community Service Officers are listed in Appendix II.

## **ARTICLE 9 - PROBATIONARY PERIOD**

### **Section 1. General Conditions**

All newly hired employees must serve a probationary period upon commencing employment in a classification in the Department within the bargaining unit covered by this Agreement. During the probationary period an employee may be terminated or otherwise disciplined at any time at the sole discretion of the University.

### **Section 2. Length of Probation Period**

The standard probationary period from the date of employment in the Department is twelve months.

### **Section 3. Assignment Limitations**

During their probationary period, probationary Public Safety Officers (PSO) who have not acquired comparable training or experience before commencing their probationary period under this Agreement, shall not be assigned as the only officer on duty unless a Sergeant, supervisor or another officer is also on duty. The University will attempt to avoid the situation where, pursuant to the above provision, two probationary officers are the only officers on duty. Accordingly, where it appears sufficiently in advance that two probationary officers are scheduled as the only officers on duty, the University shall make reasonable efforts to correct the situation as soon as practicable.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

### **Section 1. Work Periods; Work Schedules**

The University may assign employees work periods of either: A. one (1) week; or B. two (2) weeks; and, within these two work periods, may assign employees to the following standard work schedules:

A. One (1) week work period (beginning with the graveyard shift Sunday and ending



with the end of swing shift Saturday):

- (i) five (5) days, eight (8) hours per day; or
- (ii) four (4) days, ten (10) hours per day.

B. Two (2) week work period (beginning with the graveyard shift Sunday and ending with the end of day shift Saturday):

- (i) three (3) days, twelve (12) hours per day, in each week plus one (1) eight (8) hour day in one of the two weeks; or
- (ii) five (5) days, nine (9) hours per day in one week; three (3) days, nine (9) hours per day, and one (1) eight (8) hour day in the other week.

### **Section 2. Work Assignments**

The Director shall assign work periods and schedules based on seniority. Shift selection and/or assignment is made on the basis of seniority and occurs once every six months effective August 1 and February 1. Shifts and days off may either be fixed or rotated. In assigning work periods and schedules, the Director shall make a reasonable effort to provide assignments in an equitable and impartial manner with due consideration to departmental and University needs and this Agreement.

### **Section 3. Procedures for Shift Changes**

All work schedules must be in written form and routinely posted not less than fourteen (14) days prior to any regularly scheduled shift change. No employee may have his/her regularly scheduled shifts or days off changed without a minimum of fourteen (14) days prior written notification of such change, except in emergency situations. No employee may be required to work sixteen (16) consecutive hours as a result of a shift change, except in emergency situations.

### **Section 4. Effect of Emergency Situations**

In emergency situations, all days off and shift assignments may be canceled or changed. The Director shall make the decision for each cancellation or change.

### **Section 5. Meals**

Meal periods count as time worked.

### **Section 6. Rest Periods**

Employees will be provided with one fifteen (15) minute rest period during each work period of four (4) hours at a time and place designated by the Director. Employees who work a four (4) day, ten (10) hour, or a three (3) day, twelve (12) hour shift are entitled to one (1) additional rest period, not to exceed ten (10) minutes. Rest periods may not be taken at the beginning or end of a work period. Time not used for rest periods does not accumulate and may not be used at a later date. Rest periods may be canceled by the Director during emergency situations.

**Section 7. Overtime**

For employees on a one (1) week work period, authorized time worked in excess of forty (40) hours in the designated workweek is overtime. For employees on a two (2) week work period, authorized time worked in excess of forty (40) hours per week is overtime. Notwithstanding the above, for employees working a twelve (12) hour day, authorized time worked in excess of twelve (12) hours is overtime paid at two times. Paid holiday, paid sick leave, paid vacation, and compensatory time off during a work period count as time worked for purposes of calculating overtime.

**Section 8. Assignment of Overtime**

The Director shall assign overtime, and, based on Department and University needs, shall offer such overtime assignments to bargaining unit members prior to offering work to employees outside the unit. To the extent practicable, overtime will be distributed equitably and impartially among qualified employees. In emergency situations or when an insufficient number of qualified employees agree to work overtime, employees must accept overtime assignments.

**Section 9. Compensation for Overtime**

All overtime hours worked shall be compensated by pay or compensatory time off (CTO), as authorized by the Employee, at a rate of one and one half (1-1/2) times the straight rate of pay for authorized overtime work, for over 8 and/or 10 hours and 2 times for over 12 hours.

**Section 10. No Duplication or Pyramiding**

Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, vacation, daily or weekly overtime payments involving the same hours of work.

**Section 11. Use of CTO**

CTO must be taken on a date mutually agreed upon by the employee and the Director, with due consideration given to the efficient operation of the Department and the current departmental workload. In cases where an employee has accumulated more than two hundred (200) hours of CTO and the parties are unable to reach mutual agreement on dates the employee will take CTO, the Director may, upon reasonable notice to the employee, specify the date(s) on which the employee must take earned CTO. Such directed days off must be scheduled in conjunction with other regularly scheduled days off subject to the needs of the Department. The Director may not unreasonably deny employee requests for CTO.

On January 1<sup>st</sup> of each year, employees who have in excess of 150 hours of accumulated compensatory time hours may request in writing a straight time payment in cash, on a one time yearly basis. The University shall make the resulting payment during the following regular pay period.

## **Section 12. Call-Back Work**

Call-back work is work, including work-related court appearances pursuant to subpoena, directed by an appropriate administrator and performed at a time outside of and not continuous with an employee's assigned regular work schedule. An employee who is given call-back work must receive no less than four (4) hours pay or CTO at the appropriate rate unless such call-back is within four (4) hours of the beginning of the employee's next shift, in which case the employee will be paid only for the hours remaining before the beginning of the employee's next shift. An employee must receive a minimum of two (2) hours compensation or CTO at the appropriate rate for required standby time for court appearances outside the employee's regular schedule. Call-back hours are paid as overtime hours whenever the circumstances warrant, for example, over 8 hours or over 40 hours.

## **ARTICLE 11 - HOLIDAYS**

### **Section 1. Holidays with Pay**

Except as provided in this Article, full-time employees working a regularly scheduled full-time work week shall have time off with pay for the days designated as holidays by the University. During the term of this Agreement there will be at least 12 paid holidays per year.

### **Section 2. Holiday on Day Off**

When a day officially designated by the University as a holiday coincides with an employee's scheduled day off, the University shall provide the employee either 1) one additional regular day of CTO added to his/her CTO bank or 2) an additional regular day's pay (OPTION Pay/Day Off).

### **Section 3. Time Off in Lieu of Holiday Pay**

If, in accordance with Section 2 of this Article, an employee elects to accumulate an additional day, the University shall treat the hours so accumulated as CTO.

### **Section 4. Holiday Within a Leave**

University designated holidays which fall within a period of vacation leave, CTO or sick leave do not count as vacation, compensatory or sick leave taken.

### **Section 5. Work on a Holiday**

The University shall provide any full-time employee required to work on a day officially designated by the University as a holiday, pay at time and one-half the basic hourly rate for the hours actually worked on the holiday and either 1) an additional regular day of CTO added to his/her CTO bank or 2) an additional regular day's pay.

## **ARTICLE 12 - VACATION**

### **Section 1. Accrual**

All regular bargaining unit employees shall be entitled to vacation based on the following accrual:

First year through third year = 12 days/year (96 hours)  
Fourth year through seventh year = 15 days/year (120 hours)  
Eighth year through fourteenth = 20 days/year (160 hours)  
Fifteenth year and thereafter = 25 days/year (200 hours)

Vacation is accrued during periods worked or during periods not worked if vacation time or sick leave is taken. Vacation is not accrued during periods of leave without pay.

Employees may accumulate up to a maximum of 1.5 times their annual accrual.

### **Section 2. Use of Vacation Time**

Vacation time earned must be taken as time off and not as additional wages while working. Vacation time earned should be taken in each year if possible.

### **Section 3. Scheduling**

Vacation will be scheduled in accordance with departmental needs and employee seniority. By March 15 of each year, the Department will post a vacation list which indicates within each job title for each shift scheduled for the current year the number of employees who may take vacation. Each employee shall then make his/her vacation selections for the entire year in order of seniority in accordance with the seniority list established under Article 16. Such vacation selection shall occur only once a year and shall commence one (1) week after posting of the vacation list and each employee shall have a period of one (1) on-duty shift to make his/her selections after which time he/she may be bypassed if no selection was made. In the event that an employee is absent from work during his/her allotted selection period, the absent employee may designate another employee within the Department to enter the absent employee's selections on the vacation list within the selection period. Such designations shall be in written form and signed by the absent employee. In the event of sick leave, the absent member may telephone a supervisor or administrator to confirm that he/she has designated another member to select vacation. Such telephone authorities shall be confirmed in writing by the absent member when he/she returns to work. A joint committee will review the vacation schedule in Fall 2010.

### **Section 4. Vacation Time and Disability**

Vacation leave, at the employee's discretion, may be used to supplement long-term disability benefits or work-connected disability benefits provided that the combination of long-term disability or work-connected disability and vacation leave payments does not exceed the amount of wages which would have been earned if regularly scheduled shifts had been worked; and provided further that no additional University benefits will accrue because of such supplementation.

### **Section 5. Effect of Certain Leaves of Absence**

Employees who request and receive approval for a leave of absence (including a leave pursuant to Article 13, but not including a leave pursuant to Article 14, or an approved leave due to disability) which occurs during the Department's peak operational period (first and last week of academic year) shall be deemed to have exercised their seniority

rights under Section 3 of this Article for purposes of selection of any vacation period which is desired by any other employee, except another employee who has also requested and received approval for such a leave to occur during that peak vacation period.

### **Section 6. Requests for Leave**

Except when leave is pursuant to Article 14, employees shall request leave in writing no less than ten (10) days in advance. The Department will make a good faith effort to respond to such requests within five (5) working days after the date the request is received. Failure of an employee to comply with the requirements of this paragraph will excuse the Department from responding within this time frame. As used in this Agreement the term "working day" means a day when the administrative offices of the Department are routinely open for business (e.g., Monday through Friday).

## **ARTICLE 13 - LEAVES OF ABSENCE**

### **Section 1. Effect of Leaves on Seniority/Types of Leaves**

Except for sick leave and bereavement leave, employees shall be employed for one (1) year to be eligible for leaves of absence. Any employee who requests and is granted a leave of absence of more than thirty (30) days will not lose seniority (i.e., will retain seniority already earned but will not accrue additional seniority during the leave). Employees must notify Human Resources of their desire to return to employment within the last five (5) days preceding the expiration of authorized leave. Employees shall not be eligible for benefits during leaves of absences.

- A. Bereavement Leave. Non-probationary full-time or part-time employees shall be granted three (3) working days off with pay in the event of the death of an immediate family member. However, employees required to travel outside of the nine (9) Bay Area Counties (Sonoma, Marin, Contra Costa, Solano, Alameda, San Francisco, San Mateo, Santa Clara, and Monterey) to attend the funeral may be granted an additional two (2) working days off with pay. The immediate family shall include the following: wife, husband, LDA, child, sibling, parents, parents-in-law, grandparents, stepchildren, foster children living in the home, daughter-in-law, son-in-law or grandchildren.
- B. Personal Leave
  - 1. An employee who has completed one (1) year of employment may be granted five (5) days per year personal leave without pay with the approval of the Director of Public Safety. The employee must, except in the case of emergency, request such leave seventy-two (72) hours (three working days) in advance.
  - 2. An employee who has completed one (1) year of employment may, upon application at least two (2) weeks in advance and with the approval of the immediate supervisor, be granted a personal leave without pay for a period up to two (2) months without loss of seniority. At the expiration of the leave and upon return to the University, the employee will be reinstated to

the same or similar position held at the time the personal leave began. The leave shall be granted no more than once in three (3) years.

3. An employee who has completed one (1) year of employment and who applies for an education leave may be granted said leave by the Director of Public Safety for a period not to exceed one (1) calendar year without loss of seniority. The employee shall be offered the first available position of comparable status after the expiration of his/her leave of absence.

C. Extended Leave

1. An employee who has exhausted his/her paid sick leave due to illness, disability or work-connected injury shall, upon written certification of illness or injury from a medical doctor, be granted a leave of absence without pay for a period of up to four (4) months from date of expiration of paid sick leave without loss of seniority.
2. If the extended leave is for four (4) months or less, the employee will, upon certification by a medical doctor of ability to return to work, be reinstated to the same or similar position held at the time the extended leave began.

D. Childbearing Leave

The University will adhere to the provisions of Federal Medical Leave Act and state law applicable to employee requests for pregnancy disability leave and employee requests for family leave associated with the birth or adoption of a child.

E. Pregnancy Disability and Family Rights Leave

The University will adhere to the provisions of state law (Pregnancy Disability Leave and Family Rights Leave) applicable to employee requests for pregnancy disability leave and employee requests for family leave associated with the birth or adoption of a child.

F. Family School Leave

An employee may take up to 40 hours each year, but no more than 8 hours per month, of unpaid time off for school activities which involve the employee's children and / or dependents. School activities include field trips, parent-teacher conferences, graduations, etc. In such case, written notification shall be made to the employee's supervisor prior to such leave. Supervisors may request evidence that such leave was used for the stated purpose.

G. Military Service

The University and the Association agree to adhere to any federal or state laws governing military leaves.

H. Special Leave

A non-probationary employee who is an active candidate for any elective political office may be granted a leave of absence without pay for a period of up to ninety (90) days for the purpose of actively participating in his/her campaign. Said leave will be without loss of seniority and the employee shall be offered the first available position of comparable status at the expiration of the leave.

I. Leave for Association Business

A non-probationary employee may upon request to the University, receive a leave of absence without pay for a period of up to thirty (30) days each calendar year to attend functions of the Association. The number of employees who may be on such leave at one time shall not exceed one (1). A non-probationary employee elected or appointed to an official position of the Association may be granted a leave of absence without pay for a period of the term of office up to three (3) years without loss of seniority and will be offered the first available position of comparable status at the expiration of the leave.

J. Eliminated Position

If, while an employee is on a leave of absence, the University eliminates the position held by the employee, the University will notify the employee of his/her layoff pursuant to Article 17, Layoff and Recall and the employee will be afforded the same layoff rights and considerations provided by Article 17.

K. Comparable Status

1. As used in this Agreement, comparable status for consideration for available or vacant bargaining unit positions will include but not be limited to the following criteria: skills, abilities and qualifications.
2. In the event there are no positions of comparable status available, as determined by the University, the employee will continue to receive consideration for available or vacant bargaining unit positions for six (6) months from the employee's original return to work date.
3. If the employee is not placed in an available or vacant position of comparable status within a six (6) month consideration period, the University shall have no additional obligation to provide further consideration pursuant to this Agreement.

**Section 2. Requests for Leaves**

- A. Request for Leave of Absence. Except in cases of sick leave and bereavement leave, requests for leaves of absence by employees will be accomplished in the following manner. An employee requesting a leave of absence shall submit his/her request in writing to his/her immediate supervisor. Such request shall include the reason(s) for such leave, the requested beginning date of the leave and the employee's return date from the leave.

- B. Following receipt of such request, the employee's immediate supervisor shall respond within a reasonable period of time in writing indicating approval, denial or modification of the employee's original leave of absence request.
- C. Reasonable Requests. Supervisor shall not unreasonably deny an employee's request for a leave of absence unless such leave would interfere with the necessary work of the Department.

## **ARTICLE 14 - SICK LEAVE**

### **Section 1. Rate of Accrual**

Regular full-time employees are entitled to sick leave of twelve (12) working days (96 hours) per year accrued at the rate of one (1) per calendar month.

### **Section 2. Maximum Accrual**

Unused sick leave may be accrued for future use to a maximum of 75 days and/or a maximum of 600 hours.

### **Section 3. Use of Sick Leave**

Sick leave may be used to the extent accrued but only to maintain income when the employee is ill, injured, or otherwise medically unable to perform one's assigned work. The University may take reasonable steps to determine whether a claim for paid sick leave is valid including requiring a doctor's certification of the employee's illness or other medical inability which prevents the employee from performing his or her assigned work. In order to claim sick leave, an employee must give the Department reasonable notice of his/her expected absence and such notice shall not be less than one hour prior to the beginning of the scheduled shift except in exceptional circumstances.

### **Section 4. Sick Leave as Supplement to Disability Benefits**

Sick leave, at the employee's discretion, may be used to supplement long-term disability benefits or work-connected disability benefits provided that the combination of long-term disability or work-connected disability and sick leave payments does not exceed the amount of wages which would have been earned if regularly scheduled shifts had been worked; and provided further that no additional University benefits will accrue because of such supplementation.

## **ARTICLE 15 – JURY DUTY**

### **Section 1. Payment for Jury Duty**

An employee will receive his/her regular rate of pay for the first ten workdays while on jury duty each time the employee is called for jury service. When asked by the court as to how many days the University will pay for jury duty, employees should state that the University policy allows payment for 10 workdays only. If an employee is empaneled on a jury for a trial which may exceed the maximum number of days allowed under the collective bargaining agreement for paid jury duty leave (10 days), the employee may make a written request to the Director of Public Safety for additional paid leave. All reasonable requests will be considered, based on operational needs. An employee called



for jury duty shall be permitted the necessary time off to answer the jury panel requirements, but shall return to work immediately after dismissal by the court. It is the responsibility of the employee to notify his/her supervisor of the call for jury duty prior to reporting for such duty.

### **Section 2. Employee as Witness**

If an employee is subpoenaed as a witness on a University related matter, the University shall grant the employee a leave of absence with pay, less witness fees, for such time as required for the employee's testimony. The employee will not be entitled to extra pay for witness obligations which take place during routine work hours.

## **ARTICLE 16 - SENIORITY**

### **Section 1. Seniority -- Definition**

Seniority is defined as the length of an employee's continuous employment since the employee's most recent employment date with the employee's job classification, the Department and/or the University.

### **Section 2. Continuous Employment**

Continuous employment shall be considered broken by any of the following occurrences:

- a. Resignation from University employment.
- b. Termination for just cause, or in the case of a probationary employee, for any cause.
- c. Any period of layoff due to curtailment of work or operations exceeding one calendar year.
- d. Failure to return to work upon the expiration of any period of authorized leave.

### **Section 3. Order of Seniority**

For employees with equal lengths of service in a job, order of seniority shall be determined by Department seniority; if Department seniority is equal, then University seniority will apply.

### **Section 4. Seniority Lists**

The Director of the Department shall post a seniority list for each classification covered by this Agreement, indicating Department and job seniority dates, every six months.

### **Section 5. Use of Seniority**

1. Vacations and Layoffs  
Seniority as defined above shall govern the selection of vacations as set forth in Article 12 and the order of layoffs as set forth in Article 17.
2. Shift Selections  
Seniority will be used in shift selections as set forth in Article 10.

### **Section 6. Effect of Demotion on Seniority**

Upon voluntary or involuntary demotion to a job classification of lower, but previously held rank, an employee maintains seniority as though there had been no change of job

classification. Upon similar demotion with the employee having not previously held the lower rank, seniority in the new job classification begins on the day of demotion.

## **ARTICLE 17 – LAYOFF AND RECALL**

### **Section 1. Procedure for Reductions**

- A. If the University determines that a reduction of the number of employees in the bargaining unit is necessary, it shall implement the reduction in accordance with this Article.
- B. Employees will be selected for layoff(s) in inverse order of seniority provided the remaining employees possess the qualifications to perform the work of the remaining positions. The University may retain, without regard to seniority, those employees who possess the qualifications necessary to perform the ongoing functions of the Department.
- C. Employees who are laid off will retain recall rights to their original classifications and salaries provided the employees possess the qualifications necessary to perform the work. Employees who return to their original classifications will be entitled to their salaries at the time of layoff, including applicable salary increases, if any.
- D. The University may transfer employees from one classification to another due to a reduction of the number of employees.

### **Section 2. Notice**

- A. When the University selects specific bargaining unit employee(s) for layoff, the University shall provide individual written notice to each such employee of the effective date of the layoff.
- B. The University shall notify the Association within a reasonable time after the University notifies employees of their layoffs. To the extent possible, the notice will be concurrent with the notice provided to the employee(s).
- C. In the event of an anticipated layoff of five (5) or more employees on the same effective date, the University will, to the extent possible, provide forty-five (45) calendar days notice to the Association. After such notice, the University shall, upon receipt of a timely notice from the Association, meet with the Association to discuss the layoffs.
- D. The University does not have to provide advance notice of layoff or pay in lieu of notice for layoffs resulting from a labor dispute or a force majeure event.

### **Section 3. Recall Eligibility List**

- A. An employee who has been laid off will be placed on a recall eligibility list for twelve (12) months following the effective date of layoff. The University shall recall to a vacant position within the bargaining unit the last employee laid off

provided the employee possesses the qualifications necessary to perform the work of the position. Employees who are recalled to their former classifications in their former grade levels will receive their former rate of pay in addition to any wage increases to their classifications during the period of time they were on the recall eligibility list.

- B. The University may not hire employees for bargaining unit positions while there are employees on the recall eligibility list who are available for recall and who possess the qualifications to perform the work of these positions.
- C. Employees who are laid off and who are recalled from the recall eligibility list must serve a four (4) month probationary period. At the midpoint of this period, the employee may receive a performance review from his/her immediate supervisor. At the conclusion of the performance review period, the employee will receive a performance review evaluation from his/her immediate supervisor.
- D. Recalled employees recalled who fail to perform satisfactorily may at any time for any reason during the four (4) month probationary period be returned to layoff status with restoration of full recall eligibility status.
- E. Nothing in this Article prevents the University from returning a recalled employee to the recall eligibility list at any time during the employee's probationary period.

#### **Section 4. Notice of Re-employment**

The University shall provide notice of re-employment to an employee on the recall eligibility list by certified mail to the last known address of the employee. If such notice is undeliverable, the University has no further obligation to the employee. The recalled employee must notify the University within three (3) working days from date of receipt of notice of his/her intention of returning to work. The date for returning to work will be determined by the University.

#### **Section 5. Staff Reductions**

- 1. Selection Groups  
When the University determines that a reduction in staff in a classification covered by this Agreement is necessary, the University shall select the employee(s) to be laid off from among the employees within that classification.
- 2. Selection Criteria  
Within the selection group, seniority as defined above governs the order of layoff (in inverse order) if skill, ability and demonstrated performance are substantially equal; provided that employees within the selection group who are still in the probationary period will be the first laid off.
- 3. Layoff Notification
  - a. When the University determines that layoffs are necessary, the Department shall give reasonable notice and in all cases no less than thirty (30) calendar days of written notice of permanent layoff or pay in lieu of

such notice of permanent layoff or pay in lieu of such notice or a combination of pay and notice.

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **Section 1. Definitions**

Grievance means a written complaint regarding the interpretation, application or alleged violation of a specific provision(s) of this Agreement. Grievant means an employee who makes such a complaint.

### **Section 2. Resolution of Disagreements**

Disagreements which cannot be resolved informally by the employee and his/her immediate supervisor shall proceed in the following manner.

#### Step I

- A. The grievant, with or without the assistance of his/her steward or Association Representative, shall file the grievance with the employee's immediate supervisor within five (5) working days from the date the basis for the grievance occurred. If the grievant's immediate supervisor is not available within the five (5) working day filing period, the grievance may be filed with the immediate supervisor's supervisor. A copy of the grievance must be provided to the Director of Employee and Labor Relations.
- B. The grievance must contain a clear and concise statement of the basis for the grievance and include the remedy requested. If the grievance alleges a violation of this Agreement, it must state the specific article(s) and/or section(s) alleged to have been violated. The grievance must be signed and dated by the employee and/or his or her representative, if any.
- C. The grievant's immediate supervisor or the immediate supervisor's supervisor shall issue a written answer to the grievance within five (5) working days from the date the grievance was received. One copy of the answer shall be sent to the Association steward and one copy filed with the Director of Employee and Labor Relations. If the grievance is unanswered at the expiration of five (5) working days, the grievance automatically proceeds to Step II.
- D. If the grievance is not satisfactorily resolved at Step I, the grievant or steward or the Association Representative may appeal the grievance to Step II. The grievance appeal shall be submitted in writing by the grievant or the steward, or the Association Representative, if any, to the Director of Employee and Labor Relations within five (5) working days from the date the Step I answer was either given or became past due.
- E. For a grievance involving demotion, discharge, suspension or salary reduction, the grievant, or his/her steward, or Association Representative must submit the grievance directly to the Director of Employee and Labor Relations within five

(5) working days from the notification date of the demotion, discharge, suspension or salary reduction action. Such grievance shall automatically proceed to Step II.

## Step II

- A. The Director of Employee and Labor Relations shall schedule and convene a meeting with the grievant and the grievant's representative, if any, within ten (10) working days from the date the Step II grievance appeal is received. For grievances involving disciplinary action related to suspension, demotion, salary reduction or discharge, the Step II meeting shall be held within five (5) working days.
- B. During the Step II meeting, the parties shall attempt to resolve the grievance. Within five (5) working days following the Step II meeting, the Director of Employee and Labor Relations shall issue a written decision to the grievance and provide copies to the grievant and the Association.
- C. If the grievance is not satisfactorily resolved at Step II, the Association only may appeal the grievance decision to Arbitration.

## Arbitration

- A. A written appeal to arbitration must be received by the Director of Employee and Labor Relations within twenty (20) working days of the date of the University's Step II decision.
- B. Appeals to arbitration not received by the Director of Employee and Labor Relations within the prescribed twenty (20) working days time period are untimely and may not be re-appealed.
- C. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association subject to the provisions set forth below.
- D. The arbitration hearing shall provide an opportunity for the Association and the University to examine and cross-examine witnesses under oath or affirmation and to submit relevant evidence. The arbitrator shall not accept any facts, issues or evidence known to the parties but not presented or raised during any step of the grievance procedure prior to arbitration except evidence withheld by either party in response to timely written requests for evidence pertaining to the specific grievance. Settlement offers made during the grievance procedure may not be submitted as evidence in the arbitration hearing.
- E. For grievances in which the question of arbitrability is unresolved, the arbitrator shall first determine the arbitrability issue before hearing the subject matter or

- merits of the grievance. Grievances the arbitrator determines to be arbitrable may proceed with the same arbitrator.
- F. In the event the arbitrator finds a grievance to be not arbitrable, the grievance shall be null and void.
  - G. The arbitrator shall consider the evidence presented by the parties and shall issue an award and/or decision, in writing, setting forth his/her findings, reasoning and conclusions on the issue(s) submitted.
  - H. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except when the specific language of this Agreement conflicts, in which case the specific language of this Agreement shall apply.
  - I. Either or both parties may file post-hearing briefs with the arbitrator.
  - J. The arbitrator's award shall be based solely upon the evidence, facts, and arguments presented by the parties during the arbitration, his/her interpretation of this Agreement, and upon any post-hearing briefs.
  - K. Each party shall bear the cost of preparing and presenting its own case. The cost for the services of the arbitrator and the expense of the hearing shall be shared equally by the parties.
  - L. Upon mutual agreement in writing by the University and the Association, the arbitration may proceed under the expedited rules of the American Arbitration Association.
  - M. The 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 limits.
  - N. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration. The award and/or decision of the arbitrator shall be final and binding on the University, the Association and the employee(s).

### **Section 3. Applicability of Article 26**

Pending the raising, processing and settlement of a grievance and the award of the arbitrator and during the term of this Agreement, the parties shall agree to abide by all the provisions of Article 26, No Strike/No Lockout, of this Agreement.

### **Section 4. General Provisions**

- A. In the event the grievant fails to comply with the time limits as provided by this Article, the grievance shall be considered untimely and may not be refiled.

- B. If at any step the University's representative fails to issue a written answer within the time limits set forth, the grievance may be appealed to the next step. The time limits set forth in this Article may be extended by mutual written agreement of the parties.
- C. In grievances where it is necessary for the grievant or representative to have access to or request information for the purpose of investigating the grievance, the grievant or representative shall make a written request for such information to the Director of Employee and Labor Relations. The grievant or grievant's representatives may have access to information, excluding information defined by law or statute as confidential or personal, which would assist in adjusting or resolving the grievance. The Director of Employee and Labor Relations shall provide such information to the requesting party within a reasonable time following the receipt of the written request.
- D. A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.
- E. The University and the Association may mutually agree in writing to consolidate grievances on similar issues.
- F. Bargaining unit or group grievances are those grievances which involve more than one employee and which involve like circumstances and facts. Grievances which are bargaining unit or group grievances must be so designated on the grievance form at Step I and all employees involved must be indicated on the grievance form. Association grievances shall be filed at Step II of the grievance procedure. Only the Association may file an Association grievance.
- G. Amendments and/or modifications to the grievance after the Step I filing date may be made upon the mutual written agreement of the parties.
- H. No reprisals of any kind shall be taken against an employee for filing and processing a grievance.

#### **Section 5. Effect of Time Limits**

A grievance shall be considered withdrawn by the employee and/or Association unless such grievance is presented in writing to the University within the specified time limits as set forth in this Article.

### **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

#### **Section 1. Just Cause**

No employee shall be discharged or otherwise disciplined except for just cause. As used in this Article, the term "disciplined" is limited to suspension; demotion; disciplinary reduction in base pay; or written warning or written reprimand issued by the Director, Lieutenant, or Sergeant and retained in the personnel file of the employee warned or reprimanded.

## **Section 2. Notification**

Before an employee is suspended or terminated primarily for incompetence or inability to perform he or she shall receive a written warning and be given a reasonable opportunity to improve his or her work. Letters of warning and/or letters of disciplinary action and/or discharge action shall be given to the employee and the employee's Association Representative at the time the disciplinary and/or discharge action takes place.

## **Section 3. Personnel Files**

The Department shall maintain for each employee a file which contains copies of all written warnings, notices of suspension or demotion, written evaluations and other official records indicating changes in status or levels of pay. All written warnings or reprimands placed in an employee's personnel file shall bear the signatures of the person implementing the discipline and the employee or, if the employee refuses to sign, the signature of an Association representative indicating the employee has viewed the written material before its placement into the file.

If no grievance is filed within ten (10) calendar days of issuance of discipline as defined above, the employee may submit for filing in his/her personnel file a brief statement relating to the discipline. Such statement shall not affect the finality of the discipline.

In a disciplinary action, the Department may not rely upon any previous written warning, notice of suspension or demotion, or official written evaluation not contained in the employee's personnel file as justification for any personnel action adversely affecting the employee in question.

The Association understands that an employee's entire personnel file may be disclosed pursuant to court order or upon written authorization by the employee.

The employee, or an Association representative authorized by the employee in writing, shall be entitled to review the employee's personnel file within a reasonable period of time during regular business hours in the presence of a University representative.

When an employee who has received written warnings or reprimands completes 18 months of work without further disciplinary action of a similar nature, his/her prior disciplinary record shall be sealed and removed from his/her personnel file to a Departmental archival file, except matters regarding criminal conviction, misuse of authority or force, falsification of records, conduct in violation of the University's sexual harassment or equal opportunity and affirmative action policies, gross negligence, alcohol or substance abuse, or the third case based on the same type of previous misconduct.

## **Section 4. Employee Misconduct**

If the Department believes any employee covered by this Agreement has engaged in conduct that requires that the employee be relieved of his or her customary duties, the Department shall immediately notify the Association and meet and confer with a designated representative of the Association within three (3) calendar days. During the



period prior to the final decision concerning disciplinary action, the employee may be reassigned within the Department without loss of pay or benefits or the employee may be placed on administrative leave without loss of pay or benefits.

### **Section 5. Investigations**

- A. **Importance**  
The parties recognize the importance of timely investigations and, if necessary, disciplinary action.
  
- B. **Timing; Notice**  
As soon as possible after any occurrence for which disciplinary action may be necessary and which requires an investigatory interview, the Department shall notify the employee involved of (i) the subject of the interview and (ii) the employee's right to have another member of the Association present at the interview. The Department shall make a good faith effort to commence and complete any investigation as soon as possible, taking into account the work schedules of the employee, the individual conducting the investigation, and witnesses.
  
- C. **Scheduling; Access**  
The interview must be scheduled at a reasonable time, with no more than two (2) Department representatives present. If the Department records the interview and the interview leads to discipline, the Department shall provide the employee with reasonable access to the recording or a transcript of the recording.
  
- D. **Participation in Interview**  
The Department may neither threaten an employee with disciplinary action nor promise an employee a reward to obtain the employee's participation in an interview. However, the Department may inform an employee who refuses to respond to questions or participate in an interview that failure to answer questions directly related to the subject matter of the interview may result in disciplinary action.
  
- E. **Right to Consultation**  
The employee may at any time during the investigation consult with any duly authorized representative of the Association.
  
- F. **Right to Have Member Present**  
Prior to any meeting in which discipline may be imposed, the Department shall notify the employee that he/she has the right to have a member of the Association present at the meeting.
  
- G. **Characterization of Interview Time**  
The employee's actual time spent on duty during any investigatory interview is time worked.

**ARTICLE 20 - WAGES AND SHIFT PREMIUM**

**Section 1. Applicability of Article**

During the term of this Agreement, employees will receive wages at the rates provided by this Article.

**Section 2. Rates of Pay**

Actual adjusted straight-time hourly rates of pay for employees covered by this Agreement shall be as follows for the period June 1, 2014 through May 31, 2016:

August 1, 2014 step adjustment 3% increase across the board for all Association positions. Step increases are subject to satisfactory job performance.

July 1, 2015 step adjustment 3% increase across the board for all Association positions. Step increases are subject to satisfactory job performance.

**Full-time Rates, 2014-2016**

	<b>Steps Time in Step</b>	<b>1 12 mos Probationary</b>	<b>2 13 mos + Regular</b>			
CSO	August 1, 2014	449,108	51,692			
	July 1, 2015	50,582	53,243			
	<b>Steps Time in Step</b>	<b>1 12 mos</b>	<b>2 13-47 mos</b>	<b>3 48-72 mos.</b>	<b>4 73+ mos</b>	
Dispatcher	August 1, 2014	52,337	54,921	58,215	61,126	
	July 1, 2015	53,907	56,569	59,962	62,960	
	<b>Steps Time in Step</b>	<b>12 mos Probationary</b>	<b>13 mos + Regular</b>			
Disp. Super.	August 1, 2014	65,688	69,145			
	July 1, 2015	67,659	71,220			
	<b>Steps Time in Step</b>	<b>1 12 mos</b>	<b>2 13-24 mos</b>	<b>3 25-48 mos</b>	<b>4 49-72 mos</b>	<b>5 73+ mos +</b>
Pub. Safety Offr.	August 1, 2014	63,776	67,132	70,489	75,424	77,686
	July 1, 2015	65,690	69,146	72,604	77,687	80,017
	<b>Steps Time in Step</b>	<b>1 12 mos</b>	<b>2 13-24 mos</b>	<b>3 25-48 mos</b>	<b>4 49-72 mos</b>	<b>5 73+ mos +</b>
Sergeant	August 1, 2014	74,707	78,062	81,419	86,354	88,617
	July 1, 2015	76,949	80,404	86,862	88,945	91,276

## Part-time Rates, 2011-2014

		<b>Probationary</b>	<b>Non-Probationary</b>
CSO	August 1, 2014	18.80 hr.	20.06 hr.
	July 1, 2015	19.23	20.52
		<b>Probationary</b>	<b>Non-Probationary</b>
	<b>Time in Step</b>	<b>12 mos</b>	<b>13-48 mos</b>
Dispatcher	August 1, 2014	20.05 hr	21.29 hr
	July 1, 2015	20.51	21.78
		<b>Probationary</b>	<b>Non-Probationary</b>
Pub. Safety Offr.	August 1, 2014	31.34 hr	37.60 hr
	July 1, 2015	32.07	38.47

### Section 3. Shift Differentials

- A. When an employee's regularly scheduled hours of work fall between 3:00 p.m. and 11:00 p.m., such employee shall receive a swing shift differential of sixty cents (\$0.60) per hour for the entire shift.
- B. When an employee's regularly scheduled hours of work fall between 11:00 p.m. and 7:00 a.m., such employee shall receive a graveyard shift differential of one dollar (\$1.00) per hour for the entire shift.

### Section 4. Field Training Officer

Field Training Officers will receive one hour of compensatory time, at overtime rate, per shift as compensation for assignment as "Field Training Officer" for all or part of any shift during which the Officer performs FTO duties.

### Section 5. Officer in Charge (OIC)

- A. An officer will receive 0.5 hours of compensation in addition to time worked while bearing the additional responsibility of OIC (officer in charge of a shift).
- B. The officer will receive this compensation only when fulfilling this role when the sergeant is absent for an entire work-week.
- C. Officers will receive OIC compensation ~~only~~ for each day worked as an OIC in the absence of a sergeant for an entire week.
- D. An OIC is defined as the most senior officer on a shift in the absence of a sergeant.
- E. The Director of Public Safety may assign the OIC for the shift (superseding seniority).
- F. Article 20, Section 5, of the CBA will expire on September 30, 2016 and will be subject to bargaining.

### **Section 6. Dispatcher in Charge (DIC)**

- A. A Dispatcher will receive 0.5 hours of compensation in addition to time worked while bearing the additional responsibility of DIC (dispatcher in charge of a shift).
- B. The dispatcher will receive this compensation only when fulfilling this role when the dispatch supervisor is absent for an entire work-week.
- C. Dispatchers will receive DIC compensation for each day worked as a DIC in the absence of the dispatch supervisor for an entire week.
- D. The Director of Public Safety may assign the DIC for the shift (superseding seniority).
- E. Article 20, Section 6, of the CBA will expire on September 30, 2016 and will be subject to bargaining.

### **Section 7. Probationary Period**

Following successful completion of a one year probationary period, employees will move to the non-probationary rate.

## **ARTICLE 21 - TRAINING AND STAFF DEVELOPMENT**

### **Section 1. University Reimbursement**

Employees who take specific courses which will directly enhance their effectiveness in performing their current work assignments, or in preparing them for foreseeable future work assignments may be reimbursed by the University for a portion of the cost of tuition and books in accordance with the provisions of this Article.

### **Section 2. Application Requirements**

An employee who wishes to take a course for which he or she seeks partial reimbursement from the University must first complete a University application requesting certification from the Director that the course will:

1. Enhance the employee's effectiveness to the Department in performing his/her current work assignments; or
2. Prepare the employee for effective performance of a work assignment in the foreseeable future; and
3. Not conflict with essential scheduled work and staffing requirements.

The issuance or denial of such a request for certification is within the sole discretion of the Director.

### **Section 3. Course Credit**

Upon the satisfactory completion of an approved course ("pass" or grade "C" or better) and after submission of a copy of the certificate of satisfactory completion, a copy of the receipts for tuition and books and a copy of the approved training request to Human

Resources, a check for reimbursement for the percentage of training expenditures authorized will be sent to the employee.

## **ARTICLE 22 - TUITION REMISSION**

### **Section 1.**

Tuition Remission is a waiver for tuition available to employees and their eligible family members who qualify and are admitted for enrollment at USF. The benefits apply to tuition charges only; all non-tuition expenses are the responsibility of the student. Employees, Spouse/Registered Domestic Partner (RDP) and dependent children are eligible for 100% tuition remission subject to the eligibility requirements outlined below.

Programs that have been categorized as impacted by the University are not eligible for tuition remission. Additionally, the Provost can request a Dean to limit the number of tuition remission students enrolled in a specific program. Online programs are not eligible for tuition remission.

### **Section 2. Eligibility**

#### **A. Employee**

Effective January 1, 2012, PSOA members who have completed one year of full-time service may enroll in undergraduate or graduate programs. PSOA members must secure written permission from their Director and/or Vice President before enrolling in a graduate program.

PSOA members enrolled in a degree program as of Fall 2011 will be grandfathered.

#### **B. Spouse/Registered Domestic Partner**

Spouses/Registered Domestic Partners (RDP) are eligible for 100% tuition remission after the employee has completed one year of full-time service. The spouse/RDP may enroll in either an undergraduate or graduate degree program but may receive tuition remission for a maximum of one degree.

An eligible spouse/RDP/Legally Domiciled Adult (LDA) enrolled in a program as of Fall 2011 will be grandfathered.

#### **C. Dependent Child**

Dependent children of an employee, as defined by the IRS, are eligible to receive tuition remission for undergraduate and/or graduate programs on employee's date of hire. The undergraduate degree must be completed within five years from the start of the program. Graduate programs must be completed in regular program time.

An eligible dependent child enrolled in a program as of Fall 2011 will be grandfathered.

### **Section 3. Satisfactory Completion**

Employees, spouses and children must maintain the same academic standards required of other students to remain eligible for tuition remission.

Employees and their dependents receiving tuition remission are considered students for all issues related to admissions, registration, add/drop refund policy, fee assessment, financial holds, program minimum requirements, and related matters. Spouses/RDP or dependent children must be enrolled as degree-seeking students.

### **Section 4. Taxable Benefit**

Graduate level tuition remission may be considered taxable income to the employee and is taxable for courses taken by the spouse/RDP/LDA or dependent children.

Undergraduate level tuition remission taken by a LDA/RDP may also be taxable. For taxation, the tuition will be added to gross pay, as taxable income, in the semester that tuition is received. More information regarding the taxation process can be obtained at [http://www.usfca.edu/HR/Benefits/Tuition\\_Remission/](http://www.usfca.edu/HR/Benefits/Tuition_Remission/).

### **Section 5. Classes Not to Conflict with Work Schedule**

Employees must enroll for classes that do not conflict with the employee's routine work schedule. If an employee's immediate supervisor believes the employee's class schedule interferes with the employee's work performance, the immediate supervisor may discuss the problem with the employee. In order to resolve the problem and if operationally feasible, the immediate supervisor may require the employee to make-up (on a straight-time basis) any work time spent attending class. If the problem cannot be resolved, the immediate supervisor may require the employee to either limit or terminate his/her class(es).

### **Section 6. Tuition Remission for Part-time PSO Employees**

- A. After completing one year of service and 750 hours in one calendar year, part-time PSO employees are eligible for tuition remission, as referred to in paragraph B below. Tuition remission is not available for spouses, LDAs or children of part-time PSO employees.
- B. Tuition remission applies to 2 classes per year in the College of Professional Studies legacy programs only.
- C. Part-time PSO employees are not eligible for tuition remission if there is a break in service of more than one calendar year.

## **ARTICLE 23 - HEALTHCARE BENEFITS**

### **Section 1. Health Insurance**

- A. The following health care plan contribution schedule for the Blue Cross and Kaiser Health Plans applies to eligible employees covered by this Agreement. In addition, effective January 1, 2012, each employee's premium share will increase or decrease proportionately based upon vendor increases or decreases, if any, up to a maximum increase of 19% for Kaiser and 19% for Blue Cross.

Effective January 1, 2015 through December 31, 2015:

<b><u>Blue Cross (One Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$56,600	\$34.00
\$56,601-\$85,000	\$42.00
\$85,001 – 113,500	\$50.00

<b><u>Blue Cross (Employee +1)</u></b>	<b><u>Employee Contribution</u></b>
<\$56,600	\$124.00
\$56,601-\$85,000	\$160.00
\$85,001 – 113,500	\$195.00

<b><u>Blue Cross (Employee + Family)</u></b>	<b><u>Employee Contribution</u></b>
<\$56,600	\$203.00
\$56,601-\$85,000	\$253.00
\$85,001 – 113,500	\$304.00

<b><u>Kaiser (One Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$56,600	\$30.00
\$56,601-\$85,000	\$35.00
\$85,001 – 113,500	\$41.00

<b><u>Kaiser (Employee +1)</u></b>	<b><u>Employee Contribution</u></b>
<\$56,600	\$123.00
\$56,601-\$85,000	\$132.00
\$85,001 – 113,500	\$153.00

<b><u>Kaiser (Employee + Family)</u></b>	<b><u>Employee Contribution</u></b>
<\$56,600	\$144.00
\$56,601-\$85,000	\$172.00
\$85,001 – 113,500	\$216.00

- B. Spousal/LDA Surcharge
- |                        |                |
|------------------------|----------------|
| Effective January 2012 | \$75 surcharge |
| Effective January 2013 | \$75 surcharge |
|                        | \$75 waiver    |

Effective January 2014 \$75 surcharge if the University reaches a breakeven point of 85 employees. Failure to reach 85 employees will result in the waiver reverting to \$40.

- C. A \$40.00 per month in taxable income can be received by employees who opt out of insurance coverage if they provide proof of other insurance coverage.

## **ARTICLE 24 – RETIREMENT BENEFITS**

### **Section 1. Contributions to Plan**

- A. The University will contribute an amount equal to 10% of each employee's gross monthly straight-time wages to the employee's TIAA-CREF basic retirement plan. The basic retirement plan will be a non-contributory plan. There will be a three year cliff vesting for employees who are not previously vested at another institution of higher education or non-profit organization. Employees with less than three years of University service will become fully vested following completion of three years of service. All employees with over three years of University service will be automatically vested in the TIAA-CREF retirement plan.
- B. Effective January 1, 2012, employees will be auto-enrolled at 3% into a 403b plan.
- C. Employees may contribute to voluntary tax-deferred annuities through TIAA-CREF, VALIC and Fidelity Supplemental Retirement Annuities ("SRA"). Employee contributions made to SRAs are immediately vested.

## **ARTICLE 25 – MAINTENANCE OF BENEFITS**

### **Section 1. No Reduction in Current Benefits**

During the term of this Agreement the employee benefits of holidays, vacations, sick leave, group insurance coverages, group insurance payments, retirement and tuition remission will not be reduced.

### **Section 2. Extension of Additional or Superior Benefits**

If any non-represented or represented units in the University gain employee benefits in addition to or superior to the above benefits, those additional or superior benefits will be extended to employees subject to this Agreement.

## **ARTICLE 26 – NO STRIKE/NO LOCKOUT**

### **Section 1. No University Lock Out**

The University agrees that during the term of this Agreement, the University will not lock out any of the employees covered by this Agreement.

### **Section 2. No Disruption of University Operations**

The Association agrees that during the term of this Agreement, neither the Association nor any of its officers, agents, representatives, members or employees in this bargaining



unit will individually or collectively engage in any strike, sympathy strike, or any other form of concerted activity.

### **Section 3. Right to Discipline**

The University retains the right to discipline or discharge employees who violate the provisions of this Article.

### **Section 4. Right to Protest**

The Association retains the right to protest and appeal any action constituting discipline and/or discharge administered to any employee or employees by the University under this Article through Article 18, Grievance and Arbitration Procedures.

### **Section 5. Observance by Individual Member**

The observance by an individual member of the Association of a picket line of another labor organization sanctioned by the San Francisco Labor Council does not breach this Article.

## **ARTICLE 27 - OUTSOURCING**

The University will contact an elected PSOA officer prior to any action being taken regarding any hiring of outside security for any University events.

## **ARTICLE 28 - DURATION OF AGREEMENT**

### **Section 1**

This Agreement becomes effective June 1, 2014 and will remain in full force and effect until midnight May 31, 2018 except as set forth below, and will continue in effect thereafter from year to year unless either party serves written notice upon the other party at least sixty (60) days prior to the expiration date thereof of its desire to modify, amend or terminate said Agreement.

- A. Article 20, Wages and Shift Premium; Article 23, Healthcare Benefits; and Article 24, Retirement Benefits shall expire October 1, 2016.
- B. At least sixty (60) days prior to October 1, 2016, each party may reopen any three articles of this Agreement, in addition to those articles described above by written notice. Articles that are reopened by either party shall be deemed to expire as of June 1 of that year.
- C. The parties agree that in the event the articles and/or addenda listed in (A)(B) above expire on October 1, 2016 or thereafter, Article 18, Grievance and Arbitration Procedure and Article 26, No Strike/No Lockout will likewise expire on each June 1 or thereafter.
- D. All other articles not reopened by either party shall be extended automatically through the expiration date hereof.
- E. This Agreement shall expire and is subject to renegotiation in its entirety on October 1, 2018, assuming timely written notice of termination is provided.

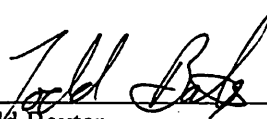
The parties are signing this Agreement on August 30, 2014.

UNIVERSITY OF SAN FRANCISCO


UNIVERSITY OF SAN FRANCISCO  
PUBLIC SAFETY OFFICERS  
ASSOCIATION



Peter Novak  
Vice Provost, University Life



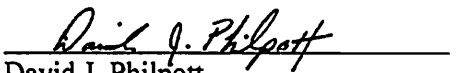
Todd Baxter  
President



Dan Lawson  
Director, Public Safety



Michael LaRocca  
Vice President



David J. Philpott  
Director, Employee and Labor Relations

**APPENDIX I**  
**PUBLIC SAFETY OFFICERS**  
**SUMMARY OF BENEFITS PROGRAMS**

Benefits Overview

The University of San Francisco offers a competitive and comprehensive benefits package designed to support you and your family in achieving and maintaining good health and wellbeing.

**Healthcare Benefits**  
**(Available to full-time faculty, staff and their dependents)**

**Medical Plan:** The university offers a choice of the Kaiser Permanente Health Maintenance Organization plan (HMO) or the Anthem Blue Cross Preferred Provider Organizations (PPO) plan. The University and employee (faculty and staff) share the cost.

Note: If you are covered under another health plan, you can elect to not enroll in USF's coverage and receive \$75/month in taxable income.

**Dental Plan:** Our dental plan provides for 70% coverage of reasonable and customary costs for diagnostic, preventive, and basic dental services up to a maximum of \$1,500 per calendar year in year 1 and up to 100% by year 4. The university pays the full premium for employees and their eligible dependents.

**Vision Plan:** The Vision Service Plan covers an annual vision exam, and lenses and frames every two years. The university and employee share the cost.

**Life Insurance**

**Basic Life Insurance:** The university provides basic group term life insurance equal to 1 times your annual base salary rounded to the nearest \$1,000, up to \$500,000. Accidental death and dismemberment coverage equal to the amount of life insurance also is provided. The university pays the premium.

**Optional Life Insurance:** You may elect additional life insurance equal to 1, 2, or 3 times your annual base salary, up to the guaranteed issue amount of \$400,000 without evidence of insurability or up to a maximum of \$500,000 with evidence of insurability. Employees pay age-based premiums through a payroll deduction.

**Optional Dependent Life Insurance:** Employees may enroll in a \$5,000 term life insurance plan for their spouse/registered domestic partner and/or in a \$2,000 plan for each dependent child. Employees pay the premium through a payroll deduction.

## **Accident Insurance**

**Optional Personal Accident Insurance:** Employees may enroll for optional accident and dismemberment coverage, available in increments of \$25,000 up to \$250,000. Family coverage is also available. Employees pay the premium through a payroll deduction.

## **Savings and Retirement Planning**

**Defined Contribution Retirement Plan (401a):** The university contributes 10% of your base salary and you decide how to invest the contribution by selecting among a variety of fund choices offered through TIAA-CREF. A vesting period applies.

**Voluntary Contribution Retirement Plan (403b):** You may use a portion of your pre-tax salary, up to a limit specified by the IRS, to purchase annuities or mutual funds with TIAA-CREF and/or Fidelity. Both vendors also offer an after-tax Roth option. Note: employees are automatically enrolled to contribute 3% of their pre-tax salary to this program, but can opt-out within 30 days of hire if desired.

**Free Financial Consultation Services:** An independent, financial counselor is available for individual employee consultations.

**Scholarshare:** Employees can enroll in California's 529 College Saving Plan to help save for future tuition and education-related expenses of a child or loved one at eligible educational institutions.

**Credit Unions:** The university offers access to the Golden One Credit Union or Provident Central Credit Union which offer competitive loan and savings rates.

## **Wellness Programs**

The university offers a comprehensive wellness program to educate, encourage and reward healthy lifestyle choices. Employees can attend a range of wellness events throughout the year and participate in health and fitness programs that cater for mind, body and spirit.

**Employee Assistance Program:** USF provides employees with confidential assistance for professional counseling, legal assistance and financial services. The university pays the premium.

## **Tuition Benefits**

**Tuition Remission:** A waiver of tuition fees is available to employees and their eligible dependents, who qualify and are admitted for enrollment at USF.

**FACHEX/Tuition Exchange:** Dependent children of employees may receive undergraduate scholarship exchanges at participating institutions.

### **Commuter Benefits**

Clipper Direct allows you to place online orders onto your Clipper Card using pre-tax dollars. If you do not have an on-campus parking permit, USF will subsidize up to \$65 of your commuter costs per month, with a minimum \$5 per month contribution.

### **Flexible Spending Accounts**

Employees can designate an annual pre-tax portion of their pay to be placed in a medical and/or dependent care account to pay for out-of-pocket medical expenses for themselves and their eligible dependents; or for dependent care expenses that enable them or their spouse to work or seek employment.

### **Childcare Subsidy & Adoption Assistance**

**Childcare Subsidy:** USF provides eligible employees with a monthly subsidy to help meet childcare expenses for pre-first grade children. Subsidy amounts are based on salary ranges, up to the IRS limit of \$5,000 and are funded through a dependent care flexible spending account.

**Adoption Assistance:** Employees may receive up to \$4,000 reimbursement for adoption fees, per family, per adopted child.

### **Leave Provisions**

**Voluntary Disability Insurance (VDI) and Paid Family Leave (PFL):** After a seven-day waiting period, the VDI plan will pay up to 60% of your weekly salary (up to a weekly maximum set by the State) for short-term disability or paid family leave claims.

**Long-Term Disability Insurance:** After 90 days of continuous disability, USF's carrier will provide eligible employees with a monthly income of 60% of their monthly salary (to a maximum of \$12,000). Premium is paid by USF.

### **Holidays and Vacation**

USF offers 12 holidays per year, in addition to vacation and paid sick leave.

### **Getting the Most from Your Benefits**

USF's Human Resources team is committed to supporting our faculty and staff in understanding and accessing their benefits. Our benefits program includes:

- Benefits orientation sessions for new full-time faculty and staff

- Assistance with completing benefits enrollment documentation
- One-on-one consultations to discuss changes in benefits status due to life events of employees and/or their dependents
- Benefits education campaigns and information sessions
- Annual benefits fair in preparation for Open Enrollment, and
- Access to a benefits advocacy service to assist with medical service and claims issues.

Further information about services and support for USF benefits can be found on the USF Benefits website, located at: [www.usfca/hr/benefits](http://www.usfca/hr/benefits)

### **Contact us**

For more information about the wide range of benefits offered at USF, contact us at:

#### **Human Resources**

2130 Fulton Street  
Lone Mountain Main, Room 339  
San Francisco, CA 94117-1080

**Phone:** 415.422.2442  
**Email:** [benefits@usfca.edu](mailto:benefits@usfca.edu)  
[www.usfca.edu/hr/benefits](http://www.usfca.edu/hr/benefits)

*This document provides an overview of benefits offered by USF. Official plan and insurance documents govern your specific rights and benefits under each plan. For details about your particular benefits, including covered expenses, exclusions and limitations, please refer to the individual SPDs, plan document, certificate of coverage for each plan or collective bargaining agreement(if applicable). If any discrepancy exists between this overview and the official documents, the official documents will prevail.*

March 2013

## APPENDIX II

### USF DEPARTMENT OF PUBLIC SAFETY STANDARD INITIAL UNIFORM/EQUIPMENT ISSUE

**PUBLIC SAFETY OFFICER AND SERGEANT:**

\$675 uniform stipend per year

<b>Quantity</b>	<b>Brand and Model</b>	<b>Description</b>
1	Flying Cross	Shirt, S/S Wool, SFPD Blue
1	Flying Cross	Shirt, L/S Wool, SFPD Blue
1 pair	Flying Cross	Trousers, 16oz. Wool, SFPD Blue
2	5.11 or Flying Cross	Shirt, L/S BDU Style, SFPD Blue
2 pair	5.11 or Flying Cross	Trousers, BDU Style, SFPD Blue
1	SFPD Issue Specs	Hat, 8-Point, SFPD Blue, w/Gold Color Metal Hatpiece
1	SFPD Issue Specs	Tie, Black, Breakaway Style
1	SFPD Issue Specs	Tie bar, Gold Color Metal
1	SFPD Issue Specs	Nameplate, Gold Color Metal
4	Black Leather	Belt Keepers, Black Basketweave
1	Black Leather 2¼"	Sam Browne Duty Belt, Black Basketweave, w/Gold Color Metal Buckle
1	Black Leather	Trouser Belt, Black Basketweave
1	Flying Cross or Blauer	Jacket, Black Gore-Tex w/hood and removable liner
1 pair	*	Rain Pants or Chaps, Black
1 pair	Black Synthetic	Gloves, w/Kevlar
1 pair	Black Leather & Fabric	Boots, Black with plain toe
1	Black Leather	Handcuff Pouch, Black Basketweave
1	*	Handcuffs, Stainless Steel
1	*	O/C Pepper Spray
1	Black Leather	O/C Pepper Spray Pouch, Black Basketweave
1	Black Leather	Case for rubber gloves, Black Basketweave
1	X-Treme Armor	Ballistic Vest, Level III-A
1	Glock, Model 22	Handgun, .40 Cal., w/3 Magazines
1	Safariland SSIII, Mid-Ride	Holster, Black Basketweave
1	Black Leather	Double Magazine Holder, Basketweave
1	Black Leather	Case, Portable Radio, for Kenwood
1	Black Leather	Key Case, Black Basketweave
1	ASP	Baton, 26" Metal, Collapsible
1	Black Leather or Plastic	Baton Holder, Black Basketweave
1	Custom Molded	Earpiece, for Portable Radio, Custom Fit w/wiring
1	Streamlight, Stinger	Flashlight, rechargeable
1	Black Leather	Case for flashlight, Black Basketweave

**RESERVE PUBLIC SAFETY OFFICER:**

\$300 uniform stipend per year

Quantity	Brand and Model	Description
1	Flying Cross	Shirt, S/S Wool, SFPD Blue
1	Flying Cross	Shirt, L/S Wool, SFPD Blue
1 pair	Flying Cross	Trousers, 16oz., SFPD Blue
1	5.11 or Flying Cross	Shirt, L/S BDU Style, SFPD Blue
1 pair	5.11 or Flying Cross	Trousers, BDU Style, SFPD Blue
4	Black Leather	Belt Keepers, Black Basketweave
1	Black Leather 2¼"	Sam Browne Duty Belt, Black Basketweave, w/Gold Metal Buckle
1	Black Leather	Trouser Belt, Black Basketweave
1	Flying Cross or Blauer	Jacket, Black Gore-Tex w/hood and removable liner
1	*	Handcuffs, Stainless Steel
1	Black Leather	Handcuff Pouch, Black Basketweave
1	*	O/C Pepper Spray
1	Black Leather	O/C Pepper Spray Pouch, Black Basketweave
1	X-Treme Armor	Ballistic Vest, Level III-A
1	Glock, Model 22	Handgun, .40 Cal., w/3 Magazines
1	Safariland SSIII, Mid-Ride	Holster, Black Basketweave
1	Black Leather	Double Magazine Holder, Black Basketweave
1	Black Leather	Key Case, Black Basketweave
1	ASP or equivalent	Baton, 26" Metal, Collapsible
1	Black Leather or Plastic	Baton Holder, Black Basketweave

**COMMUNITY SERVICE OFFICER:**

\$675 uniform stipend per year

Quantity	Brand and Model	Description
1	Flying Cross	Shirt, S/S, Light Blue
2	Flying Cross	Shirt, L/S, Light Blue (or additional S/S shirt)
1 pair	Flying Cross	Trousers, 16oz., SFPD Blue
2 pair	5.11 or Flying Cross	Trousers, BDU Style, SFPD Blue
4	Black Leather	Belt Keepers, Black Basketweave
1	Black Leather 2¼"	Sam Browne Duty Belt, Black Basketweave, w/Gold Metal Buckle
1	Black Leather	Trouser Belt, Black Basketweave
1	*	Handcuffs, Stainless Steel
1	Black Leather	Handcuff Pouch, Black Basketweave
1	*	Baton, Wooden, 26", w/grommet
1	Black Leather	Baton Ring, Black Basketweave
1	Flying Cross or Blauer	Jacket, Black Gore-Tex w/hood and removable liner
1 pair	*	Rain Pants or Chaps, Black
1 pair	Black Synthetic	Gloves, w/Kevlar
1 pair	Black Leather & Fabric	Boots, Black with plain toe



**PART-TIME COMMUNITY SERVICE OFFICER:**

\$300 uniform stipend per year

Quantity	Brand and Model	Description
1	Flying Cross	Shirt, S/S, Light Blue
1	Flying Cross	Shirt, L/S, Light Blue (or additional S/S shirt)
1 pair	Flying Cross	Trousers, 16oz., SFPD Blue
1 pair	5.11 or Flying Cross	Trousers, BDU Style, SFPD Blue
4	Black Leather	Belt Keepers, Black Basketweave
1	Black Leather 2¼"	Sam Browne Duty Belt, Black Basketweave, w/Gold Metal Buckle
1	Black Leather	Trouser Belt, Black Basketweave
1	*	Handcuffs, Stainless Steel
1	Black Leather	Handcuff Pouch, Black Basketweave
1	*	Baton, Wooden, 26", w/grommet
1	Black Leather	Baton Ring, Black Basketweave
1	Flying Cross	Jacket, Windbreaker Style, Black

**FULL-TIME DISPATCHER:**

After initial purchase, \$150 uniform stipend per year a year.

Quantity	Brand and Model	Description
2	5.11	Shirt, S/S, Polo Style, Black w/Gold trim, affixed w/"USF Communications" logo over left breast.
2 pair	5.11	Trousers, BDU Style, SFPD Blue
1	5.11	Trouser Belt, Black
1	*	Jacket, Black fleece style affixed w/"USF Communications Center" logo over left breast.
1	*	Headset compatible w/Radio equipment.

**PART-TIME DISPATCHER:**

After initial purchase, \$75 uniform stipend per year a year.

Quantity	Brand and Model	Description
1	5.11	Shirt, S/S, Polo Style, Black w/Gold trim, affixed w/"USF Communications" logo over left breast.
1 pair	5.11	Trousers, BDU Style, SFPD Blue
1	5.11	Trouser Belt, Black
1	*	Headset compatible w/Radio equipment.