



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

**Effective Dates:**

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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 \$600 a year, paid in increments of \$300 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.

The uniform allowance will be included with the January 15<sup>th</sup> and July 15<sup>th</sup> paychecks and is not subject to payroll taxes. No advances on uniform allowances are allowed. Dispatchers will be provided a voucher up to \$150 per year for replacement uniforms. Part-time dispatchers will be provided a voucher up to \$75 per year for replacement uniforms.

## **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 a member of the immediate family. 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: spouse, LDA, daughter, son, sister, brother, 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 dependants. 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 impaneled on a jury and/or performing active jury duty shall receive his/her regular pay less jury pay. 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, 2007 through May 31, 2011:

June 1, 2010 step adjustment + 0% increase across the board for all Association positions. Step increases are subject to satisfactory job performance.

Full-time Rates, 2010-2011

	Steps Time in Step	1	2			
		12 mos Probationary	13 mos + Regular	Senior		
CSO	June 1, 07	41,538	43,724	46,844		
	June 1, 08	43,200	45,473	48,473		
	June 1, 09/10	44,928	47,292	50,292		
	Steps Time in Step	1	2	3		
		12 mos	13-48 mos	49 mos +		
Dispatcher	June 1, 07	44,268	46,454	49,241		
	June 1, 08	46,039	48,312	51,211		
	June 1, 09/10	47,881	50,245	53,259		
	Steps Time in Step	1	2			
		12 mos Probationary	13 mos + Regular			
Disp. Super.	June 1, 07	56,279	59,241			
	June 1, 08	58,150	61,211			
	June 1, 09/10	60,096	63,259			
	Steps Time in Step	1	2	3	4	5
		12 mos	13-24 mos	25-48 mos	49-96 mos	97 mos +
Pub. Safety Offr.	June 1, 07	53,945	56,784	59,623	63,797	65,711
	June 1, 08	56,103	59,055	62,008	66,349	68,339
	June 1, 09/10	58,347	61,417	64,488	69,003	71,073
Sergeant	June 1, 07	63,945	66,784	69,623	73,797	75,711
	June 1, 08	66,103	69,055	72,008	76,349	78,339
	June 1, 09/10	68,347	71,417	74,488	79,003	81,073

Part-time Rates, 2010-2011

	Steps Time in Step	Probationary	Non-Probationary
		CSO	June 1, 07
	June 1, 08	17.04 hr	18.17 hr
	June 1, 09/10	17.72 hr	18.90 hr
	Steps Time in Step	Probationary	Non-Probationary
		Dispatcher	June 1, 07
	June 1, 08	18.16 hr	19.29 hr
	June 1, 09/10	18.89 hr	20.06 hr
	Steps Time in Step	Probationary	Non-Probationary
		Pub. Safety Offr.	June 1, 07
	June 1, 08	28.39 hr	34.07 hr
	June 1, 09/10	29.53 hr	35.43 hr

### **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. 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. Undergraduate Tuition Remission**

Following the first six months of the probationary period, employees who are not on unpaid leave (and spouses, LDAs and unmarried dependent children (as defined by the Internal Revenue Service)) are eligible for undergraduate tuition remission benefits.

### **Section 2. University Policies and Procedures**

Participation in tuition remission is subject to all applicable University policies and procedures, including academic standards and admission criteria.

### **Section 3. Repayment Schedule**

If, for any reason, an employee participating in tuition remission ceases to be employed by the University, the employee shall be responsible for full or partial repayment of tuition to the University (including tuition for the employee, a spouse, LDA or dependent child) according to the following schedule.

<u>YEARS OF SERVICE</u>	<u>TUITION REPAYMENT</u>
Less than 1 year of service	100%
Less than 2 years of service	75%
Less than 3 years of service	50%
Less than 4 years of service	25%
4 or more years of service	0%

### **Section 4. Repayment Agreement**

All employees participating in tuition remission must sign a University repayment agreement, provided by University's Office of Human Resources, prior to receiving individual and/or dependent tuition remission benefits.

### **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. Graduate Tuition Remission**

- A. All applicable sections of this article apply to graduate tuition remission. Graduate tuition remission is available for full-time employees only and is not available for spouses, LDAs or dependent children of full-time employees.

- B. Graduate tuition remission is not available for the law school or any programs identified as impacted or full by the Dean or other appropriate University official. The decision of what programs and/or courses of study are available for graduate tuition remission rests solely with the University.
- C. This section shall not be subject to the arbitration provisions of this Agreement.

**Section 7. 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 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**

- 1. Healthcare benefits changes:
  - a. Increased co-pays and out-of-pocket expenses.
  - b. Effective date:
    - 1/1/08 for current employees
- 2. Healthcare contribution changes:
  - a. Increased contributions using a sliding scale proportional to salaries.
  - b. Effective date:
    - 1/1/08 for current employees
- 3. Dental benefits and employee's contribution:
  - a. No change

Health Care Plan  
Contribution Changes:  
Provider Employee's Annual Salary Increased To

Kaiser – One Party		
New:	< \$55,000	\$25
	\$55,000-\$82,499.99	\$30
	\$82,500-\$109,999.99	\$35
Kaiser – Two Party		
New:	< \$55,000	\$75
	\$55,000-\$82,499.99	\$86
	\$82,500-\$109,999.99	\$91

Kaiser – Three Party		
New:	< \$55,000	\$90
	\$55,000-\$82,499.99	\$105
	\$82,500-\$109,999.99	\$108
Blue Cross – One Party		
New:	< \$55,000	\$30
	\$55,000-\$82,499.99	\$35
	\$82,500-\$109,999.99	\$47
Blue Cross – Two Party		
New:	< \$55,000	\$86
	\$55,000-\$82,499.99	\$93
	\$82,500-\$109,999.99	\$116
Blue Cross – Three Party		
New:	< \$55,000	\$117
	\$55,000-\$82,499.99	\$127
	\$82,500-\$109,999.99	\$141

2009 Healthcare rates will be in line with rates for OPE Local 3, Local 1877, and University administrators.

**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. 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, 2007 and will remain in full force and effect until midnight May 31, 2012 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 June 1, 2011.
- B. At least sixty (60) days prior to June 1, 2011, 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 June 1, 2011 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 June 1, 2012, assuming timely written notice of termination is provided.



The parties are signing this Agreement on August 31, 2007.

UNIVERSITY OF SAN FRANCISCO

UNIVERSITY OF SAN FRANCISCO  
PUBLIC SAFETY OFFICERS  
ASSOCIATION

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Peter Novak  
Vice Provost, University Life

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Ron Roskowski  
President

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Dan Lawson  
Director, Public Safety

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David J. Philpott  
Director, Employee and Labor Relations

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

**HEALTH PLAN**

*If hired on the 1st-15th, coverage effective the 1st of month following date of hire. If hired 16th-month end, coverage effective 1st of month following 30 days of employment.*

Choice of Kaiser Permanente HMO (Health Maintenance Organization) or Blue Cross Prudent Buyer plan, a comprehensive major medical plan with a \$250 deductible per person (max. \$750/family) per year. The employee's portion of the premium varies by salary.

**HEALTH PLAN WAIVER CREDIT**

*Effective date same as health plan.*

If you are covered by another health plan and do not need coverage through USF, after showing proof of coverage, you may sign a waiver and receive an additional \$40/month in taxable income. You may have to show evidence of insurability to rejoin University healthcare coverage.

**EMPLOYEE ASSISTANCE PROGRAM**

*Effective as of date of hire.*

CONCERN, the University's Employee Assistance Program provides up to eight approved visits per family member per incident for professional and confidential assistance in dealing with personal and emotional issues. USF pays the entire premium for employee and family coverage.

**FLEXIBLE SPENDING ACCOUNTS (OPTIONAL)**

*Eligible upon hire.*

You may designate a pre-tax portion of your pay to be placed in a medical or dependent care account with The Lipman Company to pay for out-of-pocket medical expenses for you and your family; or for dependent care expenses that enable you to work.

**USF CHILDCARE SUBSIDY PROGRAM (OPTIONAL)**

*Eligible upon hire.*

The University has established a childcare fund for full-time faculty and staff to help meet the expenses of pre-kindergarten childcare. Funding levels vary depending on income levels.

<u>Salary</u>	<u>Subsidy</u>
\$73,101 or less	\$333/mo
\$73,102 - \$90,482	\$300/mo
\$90,483 - \$116,336	\$267/mo

**USF WELL LIFE**

*Available as of date of hire.*

USF Well-Life is a comprehensive health promotion, disease prevention and health

education program. It aims at reducing employee health risks through various behavior modification classes and individual counseling.

### **DENTAL PLAN**

*Effective date same as health plan.*

During the first year, the Delta Dental plan provides 70% of reasonable and customary charges on diagnostic, preventive, and basic dental work up to a maximum of \$1,500 per year per participant. Coverage will increase to 100% in the 4th year if used in each prior year. Pays 50% of prosthodontics, and 50% of orthodontics for eligible dependent children to a lifetime maximum of \$1,500 per child. A higher out of pocket expense to the employee may apply if the dentist is not a Delta Participating Dentist. USF pays the entire premium for employee and family coverage.

### **VISION PLAN (OPTIONAL)**

*Eligible upon hire*

Vision Services Plan (VSP) is a voluntary employer subsidized vision plan. USF will subsidize the rates at approximately 50% for employee and family coverage. Benefits include a comprehensive annual vision exam, and lenses and frames every two years at participating providers. Premiums are paid by payroll deduction.

### **VOLUNTARY DISABILITY INSURANCE (VDI)**

*Effective as of date of hire.*

On the 8th day of disability, USF's voluntary disability insurance pays 60% of salary up to a maximum of \$882/wk for a total maximum of 52 weeks. The University's VDI plan is administered by Sedgwick CMS.

### **PAID FAMILY LEAVE INSURANCE (PFL)**

*Effective as of date of hire.*

Upon completion of a seven-day waiting period, Sedgwick CMS administers USF's Paid Family Leave insurance plan. The plan pays 55% of pay up to a maximum of \$882/week.

### **LONG-TERM DISABILITY INSURANCE**

*Effective first of month following date of hire.*

After 90 days of continuous disability, Sun Life of Canada, USF's long-term disability carrier, provides monthly income of 60% of monthly salary to a maximum income of \$12,000 reduced by income from other sources. Minimum benefit is \$100/month. Pre-existing conditions apply but will be waived if covered with previous employer. USF pays the entire premium.

### **LONG-TERM CARE INSURANCE (OPTIONAL)**

Long-term care insurance helps protect against financial loss in the event that you need long-term care services. If you become unable to care for yourself due to chronic illness, injury, or the effects of aging, this insurance can help defray the costs of long-term care services. Premiums are remitted to John Hancock through payroll deduction.

## **WORKERS' COMPENSATION**

*Effective as of date of hire.*

USF's workers' compensation carrier, St. Paul's Travelers provides financial assistance for work-related illness or injury.

## **LIFE INSURANCE**

*Effective as of date of hire.*

USF's life insurance carrier is through Sun Life of Canada. Basic group term life insurance is provided by USF. The amount of basic coverage is equal to 1X annual base salary rounded to the next \$1,000 up to a maximum of \$300,000. Additional accidental death and dismemberment coverage equal to the amount of life insurance. Benefits are reduced to 65% at age 70.

## **SUPPLEMENTAL LIFE INSURANCE (OPTIONAL)**

*Eligible upon hire. Effective 1st of month following completion of enrollment forms.*

Choice of 1X, 2X, or 3X base salary in additional term life insurance. Guaranteed approval up to \$400,000 if purchased within 30 days of hire. Greater amounts up to a maximum of \$500,000 are subject to evidence of insurability. Age based premium paid by payroll deduction. Benefits are reduced to 65% at age 70.

## **DEPENDENT LIFE INSURANCE (OPTIONAL)**

*Eligible upon hire. Effective 1st of month following completion of enrollment forms.*

\$5,000 term life insurance available for spouse; \$2,000 for each dependent child. Premium paid by payroll deduction.

## **PERSONAL ACCIDENT INSURANCE (OPTIONAL)**

*Eligible upon hire. Effective 1st of month following completion of enrollment form.*

Additional accidental death and dismemberment coverage available in \$25,000 increments to \$250,000. Family coverage is also available. Premium paid by payroll deduction.

## **TRAVEL ACCIDENT INSURANCE**

*Effective as of date of hire.*

A maximum of \$50,000 in benefits for total disability or death resulting from accident while traveling on University business.

## **RETIREMENT PLAN**

*Effective as of date of hire.*

Qualified defined contribution plan to which USF contributes 10% of base salary (12% on salary over Social Security base up to \$225,000) to purchase your choice of variable and/or fixed annuities through TIAA-CREF. The plan has a three year cliff vesting schedule (unless previously vested in a qualified plan).

The TIAA-CREF schedule for one-hour individual consultations is also available online at <http://www.usfca.edu/hr/benefits/bencal.html>, and will be posted on the *USFConnect Message Board*.

## **SUPPLEMENTAL RETIREMENT PLANS (OPTIONAL)**

*Eligible upon hire or anytime thereafter.*

A portion of current pay may be tax deferred by purchase of annuities or mutual funds through Fidelity, TIAA-CREF or VALIC.

## **TUITION REMISSION**

*After completion of a probationary period,* employees, IRS dependent children, and spouse/LDA can take undergraduate tuition remission. Employees can participate in graduate tuition remission, excluding the Law School and impacted graduate programs. Tuition remission does not apply to related fees. Graduate tuition remission is subject to applicable federal and state taxes.

Full or partial re-payment is required if the employee terminates employment within four years of service.

## **TUITION EXCHANGE PROGRAM**

The Tuition Exchange program provides the opportunity for IRS dependent children of staff to receive undergraduate scholarships at a participating member institution. There are limited numbers of slots that can be filled annually. Application for the TE program does not guarantee acceptance at a TE member institution or insure a TE scholarship.

## **FACHEX**

The University participates in the Faculty and Staff Children Exchange Program (FACHEX); which is an undergraduate tuition remission program for IRS dependent children of full-time faculty, administrators, and staff of participating Jesuit institutions. It permits a limited number of children eligible for tuition remission at the home institution to receive the same benefit from other participating Jesuit colleges and universities. The benefits are for the remission of tuition only.

## **ADDITIONAL BENEFITS**

### **VACATION**

*Available as earned.*

0 through 3 years	12 days/year (18 days maximum accrual)
4 through 7 years	15 days/year (22.5 days maximum accrual)
8 through 14 years	20 days/year (30 days maximum accrual)
15+ years	25 days/year (37.5 days maximum accrual)

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

### **SICK LEAVE**

*Available as earned.*

Earn one day/month to a maximum of 75 days.

### **HOLIDAYS**

*Eligible upon hire.*

At least 12 holidays per year.

## **PARKING PRIVILEGES**

May purchase on-campus parking permit. Payroll deduction is available.

## **CREDIT UNION**

May become a member of The Golden One Credit Union or Provident Central Credit Union. Payroll deduction available for credit union services.

## **AUTOMATIC DEPOSIT**

By signing an authorization agreement, your pay will be deposited directly to your banking institution.

## **COMMUTER CHECK**

Commuter Checks are vouchers redeemed for mass transit fares. Participating agencies include BART, Muni, and almost all bus and ferry services. Up to \$105 per month can be tax sheltered from paychecks in order to pay for commuting costs through these vouchers. USF will provide \$35 a month to employees who do not have a parking permit. If you take advantage of this \$35 stipend, up to \$70 may be tax-sheltered to total the \$105 per month that is allotted.

## **STAFF DISCOUNTS**

USF Bookstore – 10% employee discount on most non-textbook items.  
Dining Dollars – 10% employee discount

## **FINANCIAL CONSULTATIONS**

Joseph A. Crowley, Ph.D. is the financial counselor available for individual consultations. To access the consultation schedule go to the HR web page under ‘*Benefits and Pay*’ and then click on ‘*Benefits Calendar,*’ or you can bookmark <http://www.usfca.edu/hr/benefits/bencal.html> on your browser. The appointment times will be posted two weeks prior to the first appointment date on the *USFConnect Message Board*. Appointments will be taken two weeks prior to the appointment date, once the message has been posted. The TIAA-CREF and AIG VALIC schedule for one-hour individual consultations is also available online at <http://www.usfca.edu/hr/benefits/bencal.html>, and will be posted on the *USF Connect Message Board*.

## **PLAN DOCUMENTS**

This USF Benefits Handbook is only a summary of benefits. Detailed descriptions and statements of benefits are provided in the Summary Plan Description(s), and/or other official Plan Documents. In the event of inconsistency, conflict or ambiguity arising from the language of the USF Benefits Handbook, the official Plan documents will govern. Neither this USF Benefits Handbook, nor any of its contents, or any of the Plans or provisions or benefits of any Plans referred to in the Benefits Handbook, should be understood by any employee to evidence or constitute a promise or agreement for employment with the University of San Francisco.

**APPENDIX II**

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

**PUBLIC SAFETY OFFICER AND SERGEANT:**

\$600 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:**

\$600 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 a year voucher for uniform replacement.

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, will be replaced on a need to basis (max \$75 per 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.