

STANFORD DEPUTY SHERIFFS' ASSOCIATION AGREEMENT 2004-2007

0.1 This Agreement is made and entered into this First Day of August 2004, between the Board of Trustees of The Leland Stanford Junior University (“the University”) and the Stanford Deputy Sheriffs’ Association (“the Association”). The Association and the Department recognize that respect among and between all members of the University community, including faculty, students, the staff of bargaining and non-bargaining unit members alike, is necessary to maintain an environment in which its members can work effectively and productively. Although the concept of respect is not subject to the Grievance and Arbitration Procedure described in Article XII of the Agreement, the Association and the Department each will endeavor to promote an atmosphere where individuals within the workplace are both respected and expected to treat others with respect. **0.1**

ARTICLE I: Recognition

1.2 A. Association Certification 1.2

In accordance with the Certification of the National Labor Relations Board in Case No. 20-RC-9445, the University recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all regular staff employees of the Stanford University Department of Public Safety (“the Department”) classified as Deputy Sheriffs and Community Service Officers and employed as guards within the meaning of the National Labor Relations Act (NLRA) but excluding all other employees and all supervisors within the meaning of the NLRA. The University and the Association agree that the Community Service Officer Supervisors are supervisors within the meaning of the NLRA.

1.3 B. Term Definitions 1.3

The term “employees” as used in this Agreement, including the Appendix and any executed side letters, refers to all members of the bargaining unit described in A. above including when specifically differentiated as “Deputy Sheriff” or “Community Service Officer” (“CSO”). The term “regular staff” includes only employees working over twenty (20) hours a week in positions lasting more than four (4) months.

1.4 C. Department Merger 1.4

In the event the University decides upon a merger of 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 said decision upon the bargaining unit employees.

1.5 D. Record of Agreement 1.5

This Agreement, including the Appendix, and any executed side letters are the exclusive record of agreement between the University and the Association on matters of wages, hours and other working conditions. Each party affirms that it had full opportunity to bargain collectively as to any and all lawful subjects of collective bargaining. Therefore, except as specifically provided for in Article I.C. and Article XIX of this Agreement, neither party shall attempt to compel the other to bargain collectively on any or all subjects of collective bargaining during the applicable period of this Agreement. Each party acknowledges that the other party has no other obligation to grant any such request to bargain.

1.6 E. Agreement Modifications 1.6

Subject to the provisions of Article I.D. above, the Association and the University may mutually agree to amend or modify any provision of this Agreement. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party and any oral modification or amendment shall be of no force or effect.

ARTICLE II: Equal Opportunity and Affirmative Action

2.7 A. Nondiscrimination 2.7

The University and its management and the Association and its representatives shall not discriminate against any employee with regard to employment, transfer, promotion, work assignments, or any other terms or conditions of employment because of such employee's race, color, religious creed, religious belief or nonbelief, national origin, ancestry, marital status, disability, age, sex, sexual orientation, or any other status protected by federal or state law prohibiting

discrimination in the workplace, except where a particular age or sex is a bona-fide occupational qualification, and except where because of his/her medical condition or disability an employee is unable to perform his/her duties, or cannot perform those duties in a manner which would not endanger his/her health or safety or the health or safety of others. Moreover, nothing in this Article shall be deemed to impose upon the University any requirement greater than or in addition to those requirements imposed on the University by federal or state laws.

2.8 B. Equal Employment Policy and Affirmative Action Program 2.8

The Association is informed about the equal employment opportunity policy of Stanford University, and the affirmative action program associated therewith, and agrees to cooperate in achieving the goals and objectives of that program. The Association understands that the University may from time to time wish to alter such program statement, goals, objectives, or procedures for implementation of the program in order to comply with federal or state laws, executive orders, rules, or legislation, and the Association agrees that the University may do so at the University's option. In the event the operation of the program or any proposed changes directly affect or would directly affect terms or conditions of employment in the Department, the University will provide advance notice to the Association and meet with the Association upon request to negotiate with respect to the effects on the terms and conditions of employment in the Department.

2.9 C. CSO Preference 2.9

1. CSOs who, having successfully completed their probationary period under this Agreement, apply for Deputy Sheriff positions are given preference, if equally qualified, over candidates outside the bargaining unit.

2.10 2. When a CSO applies for a Deputy Sheriff position within the bargaining unit and is not selected, he/she shall have the opportunity, on request, to meet with the Director of the Department or his/her designee to discuss the reason for the CSO's non-selection. **2.10**

2.11 3. When a CSO applies for a Deputy Sheriff position, the Department will inform her/him whether the position she/he vacates will be eliminated or filled. The Association **2.11**

understands that there may be occasions when the Department's initial decision to fill a position may be altered later because of budgetary or operational needs, in which case the Department will inform the employee and upon request discuss with him/her the nature of such needs.

- 2.12** 4. A CSO selected for a Deputy Sheriff position who terminates (including resignation) from that position during the first one hundred (100) days may request reinstatement and, if a CSO position is vacant, upon request will be reinstated to a CSO position at the same salary step and probationary status as the CSO position which he/she vacated. **2.12**

ARTICLE III: Wages, Overtime and Shift Premium

3.13 A. Wage Rates 3.13

The basic hourly rate for employees covered by this Agreement shall be as follows for the periods shown (figures in parentheses represent, for the purposes of illustration only, monthly income assuming the employee works 40 straight time hours each week at the applicable basic hourly rate):

Community Service Officers

8/1/04 Hourly/Monthly	8/1/05 Hourly/Monthly	8/1/06 Hourly/Monthly
Training A. \$19.67/\$3,409	Training A. \$20.46/\$3,546	Training A. \$21.08/\$3,654
Training B. \$20.76/\$3,598	Training B. \$21.60/\$3,744	Training B. \$22.25/\$3,857
1. \$21.85/\$3,787	\$22.73/\$3,940	\$23.42/\$4,059
2. \$23.14/\$4,011	\$24.07/\$4,172	\$24.80/\$4,299
3. \$24.44/\$4,236	\$25.42/\$4,406	\$26.19/\$4,540
4. \$25.65/\$4,446	\$26.68/\$4,625	\$27.49/\$4,765
5. \$26.94/\$4,670	\$28.02/\$4,857	\$28.87/\$5,004

Deputy Sheriffs

8/1/04 Hourly/Monthly	8/1/05 Hourly/Monthly	8/1/06 Hourly/Monthly
Training A Base: \$26.69/\$4,626 Retirement Savings Incentive (RSI)*: \$0.52	Training A Base: \$27.76/\$4,812 RSI: \$0.54	Training A Base: \$28.60/\$4,957 RSI: \$0.56
Training B Base: \$28.17/\$4,883 RSI: \$0.55	Training A Base: \$29.30/\$5,079 RSI: \$0.57	Training A Base: \$30.18/\$5,231 RSI: \$0.59
1. Base: \$29.65/\$5,139 RSI: \$0.58	Base: \$30.84/\$5,346 RSI: \$0.60	Base: \$31.77/\$5,507 RSI: \$0.62
2. Base: \$31.12/\$5,394 RSI: \$0.61	Base: \$32.37/\$5,611 RSI: \$0.63	Base: \$33.35/\$5,781 RSI: \$0.65
3. Base: \$32.69/\$5,666 RSI: \$0.64	Base: \$34.00/\$5,893 RSI: \$0.66	Base: \$35.02/\$6,070 RSI: \$0.68
4. Base: \$34.31/\$5,947 RSI: \$0.67	Base: \$35.69/\$6,186 RSI: \$0.69	Base: \$36.77/\$6,373 RSI: \$0.72
5. Base: \$36.03/\$6,245 RSI: \$0.70	Base: \$37.48/\$6,497 RSI: \$0.73	Base: \$38.61/\$6,692 RSI: \$0.75
6. Base \$37.84/\$6,559 RSI: \$0.74	Base: \$39.36/\$6,822 RSI: \$0.76	Base: \$40.55/\$7,029 RSI: \$0.79

* The Retirement Savings Incentive (RSI) is not part of base pay. It is intended as a retirement savings incentive. Deputy Sheriffs are strongly encouraged, but not required, to place this additional payment in a Tax Deferred Annuity (TDA), IRA, or other retirement savings vehicle.

3.14

B. Wage Steps

3.14

1. The Director retains complete discretion to determine the initial step assignment for employees hired or transferred into any classification covered by this Agreement and discretion to determine whether and when an employee's performance has improved sufficiently to warrant advancement to succeeding steps, but the typical entry level and rate of advancement shall

be as follows:

- 3.15** (a) In the CSO classification an employee normally begins at training step A upon initial appointment, is advanced to training step B after six (6) months, and is advanced to succeeding steps at yearly intervals if, in the judgment of the Director, or his/her designee, the employee's performance warrants such advancement. In making his/her decision, the Director will consider, among other things, any written performance-related evaluation(s) of the employee for the period of time since the most recent salary action. **3.15**
- 3.16** (b) In the Deputy Sheriff classification an employee normally begins at training step A upon initial appointment, is advanced to training step B upon successful completion of the Academy, is advanced to the first step upon satisfactory completion of FTO training, and thereafter is advanced to succeeding steps at yearly intervals if, in the judgment of the Director, or his/her designee, the employee's performance warrants such advancement. In making his/her decision, the Director will consider, among other things, any written performance-related evaluation(s) of the employee for the period of time since the most recent salary action. Lateral entry Deputy Sheriffs with a minimum of one (1) year of patrol experience at another agency will typically advance to step two upon successful completion of the training phase. **3.16**
- 3.17** (c) If an employee's work year is interrupted by voluntary leave status exceeding three (3) months or by involuntary leave status exceeding six (6) months, his/her yearly date for advancement will be adjusted to reflect the effect of that absence upon the Department's ability to observe his/her performance. This section does not restrict the Department from advancing the employee to the next salary step sooner than the adjusted date if, in the judgment of the Director, his/her performance warrants such advancement. **3.17**
- 3.18** **C. Overtime** **3.18**
1. Except as set forth in the side letter to the Agreement concerning the 4-10 plan, all work performed by an employee in excess of 40 hours in a work week or in excess of 8 hours in a single work day shall be compensated at the rate of time and one-half the basic hourly rate. The workday for all workers shall be the twenty-four (24) hour period beginning each day at midnight. All consecutive hours of work shall be considered as being on the same workday as the first of such consecutive hours. Hours of work shall be considered

consecutive even if interrupted by an unpaid meal break.

- 3.19** 2. Except as set forth in the side letter to the Agreement concerning the 4-10 plan, the work week for scheduling and overtime purposes shall be Sunday 12:00 a.m. through Saturday 11:59 p.m. for the length of this Agreement. **3.19**
- 3.20** 3. Employees who have been assigned and who worked overtime may opt for compensatory time in the following situations. **3.20**
- 3.21** (a) In lieu of pay, the employee may request compensatory time and one-half, to be taken off during the same pay period or prior to the end of the next pay period after the pay period in which the overtime was worked. **3.21**
- 3.22** (b) An employee who is required to work on the day designated for observance as a University holiday, excluding the employee's floating holiday, is entitled to receive (i) pay at time and one-half the basic hourly rate for hours worked on the holiday, plus (ii) either another day off with regular pay or an additional eight (8) hours of pay at the basic hourly rate. This additional day off or eight (8) hours of pay may be converted to compensatory time. **3.22**
- 3.23** (c) When the day officially observed by the University as a holiday coincides with an employee's scheduled day off, the employee is entitled to receive eight (8) hours of pay at time and one-half of his/her basic hourly rate, or the employee may opt for compensatory time and one half (e.g. twelve (12) hours, if eight (8) hours were due at time and one-half). **3.23**
- 3.24** (d) Compensatory time as described in (a) above must be taken as time off prior to the end of the next pay period after the pay period in which the overtime which resulted in compensatory time was worked, or it must be paid. Compensatory time as described in (a) above may not accrue in any compensatory time bank. **3.24**
- 3.25** (e) Compensatory time as described in (b) and/or (c) above may be accumulated up to eighty (80) hours in a compensatory time bank. Compensatory time off may be used in lieu of or in conjunction with vacation time. The compensatory time bank must be used by the end of the month of June of each year. In July of each year, the Department will pay the employee for all remaining time in the compensatory time bank. **3.25**

- 3.26** 4. (a) When overtime work is required as a result of scheduled athletic events, musical concerts, or other special situations where the Department is requested to provide security services, the Department shall initially seek volunteers for such overtime, to the extent reasonably practicable under the circumstances, before compelling overtime of any employee who does not desire it. The Department shall post a volunteer sign-up sheet for such scheduled events fourteen (14) days prior to the date of the scheduled event, provided the Department has had sufficient advance notice of such event to do so, but in no event need it leave the sign-up sheet posted for volunteers beyond seven (7) days prior to the event. **3.26**
- 3.27** (b) Except in cases which cannot reasonably be anticipated, the Department will, if practicable, provide ninety-six (96) hours notice of required overtime for these scheduled athletic events, musical concerts or other special situations where the Department has been requested to provide security services. In cases in which an employee is scheduled to work overtime with less than ninety-six (96) hours notice, and where that employee is not scheduled to work a regular shift prior to the scheduled overtime, the Department will make reasonable efforts to notify the employee by telephone at his/her residence of the overtime assignment. **3.27**
- 3.28** (c) If the Department determines that such an overtime assignment might adversely impact the volunteer's ability to effectively perform his/her regular assignment, the Department need not accept the volunteer for the assignment. **3.28**
- 3.29** (d) An employee working overtime on his/her regularly scheduled day off will be compensated at the overtime rate for all hours worked with a minimum of four (4) hours. An employee working overtime on his/her regularly scheduled workday will be compensated at the overtime rate for all hours actually worked; however, the minimum amount the employee will be paid will be either: (1) four (4) hours, or (2) the number of hours between the scheduled end of his/her regular shift until the end of the overtime actually worked, whichever is less. **3.29**
- 3.30** (e) All overtime worked shall be rounded up to the nearest six (6) minute segment or tenth of an hour. **3.30**
- 3.31** 5. (a) Except in the case of meetings or interviews referenced in Article IX.G and H, employees called back to work non- **3.31**

scheduled overtime after having left the premises so as to require an additional trip to work over and above that required by their regular schedules, shall be paid for a minimum of four (4) hours work at the overtime premium but shall not be compensated for travel time.

(b) Employees called back for an investigatory meeting which solely concerns another employee's conduct shall be entitled to the four (4) hour minimum.

(c) An employee called back a second time within the same workday shall not be entitled to an additional four hours minimum and shall not receive additional pay for time worked within the four hour period beginning with the start of the first call back period.

(d) Except in cases which cannot reasonably be anticipated, no employee shall be called back more than twice in the same workday.

(e) An employee called back for an investigatory meeting concerning his/her own conduct shall be compensated for any resulting overtime at the overtime rate.

3.32	6. Court Appearances Minimum	3.32
	Employees required to appear in court during their scheduled days off for official duties shall be compensated for a minimum of three (3) hours pay at the premium rate for overtime.	
3.33	7. Work performed in excess of twelve (12) continuous hours	3.33
	shall be compensated at twice the basic hourly rate.	
3.34	D. Shift Scheduling	3.34
	1. Deputy Sheriffs who for their own convenience work a shift for which a shift differential would otherwise be paid shall not receive any shift differential premium.	
3.35	2. Except in the case of a regular shift rotation, the Department shall make a good faith effort to minimize schedule changes which result in any employee working more than seven (7) consecutive days. Any employee scheduled to work more than seven (7) consecutive days may request vacation, or his/her floating holiday, and such a request shall be given preference over other vacation or holiday request not already approved.	3.35
3.36	3. (a). When the Department is at a normal staffing level, defined as eighty percent (80%) or more of the patrol staff,	3.36

the Department will provide a shift selection for Deputy Sheriffs of a one (1) year rotation with two separate consecutive six (6) month components, normally each September 1. When the Department is below a normal staffing level, shift selection and rotation will be provided every six (6) months.

- 3.37** (b) Deputy Sheriffs shall be allowed to state a preference for their work shifts in an order prescribed by seniority as defined in Article XVII.A., but the Department may elect to alter an employee's choice of work shift to suit specific staffing and training needs. The Department may elect to alter an employee's choice of work shift based on operational needs including its assessment of an employee's qualifications, skills and abilities, career development, training, special assignments, or because of documented performance issues. The Department will not elect to alter the choice of work shift of employees who are among the thirty (30) percent highest on the seniority list if it determines that alteration of a less senior employee's choice will meet its needs. A sign-up sheet shall be posted at least six (6) weeks before a schedule change. Employees will be given a seniority list and a date to make their shift selection. Slots may be reserved for field training officer duty. **3.37**
- 3.38** (c) Employees must rotate to a different shift after they work two (2) consecutive schedule rotations by preference on the same shift. **3.38**
- 3.39** (d) Employees who mutually desire to exchange slots, at any time prior to or during the schedule, must submit a written request to the Department. The Department shall have sole discretion to decide whether to allow the exchange. For the purpose of Art.III.D.3.(c), an employee who is assigned to his/her preferred shift is deemed to have worked on that shift even when he/she subsequently requests and is permitted to exchange shifts. **3.39**
- 3.40** 4. The Department shall make a good faith effort to rotate days-off for night CSOs every three (3) months and to provide two weeks notice of such rotations. **3.40**
- 3.41** 5. The Department shall make every effort to schedule at least ten (10) hours between the end of one regularly scheduled shift and the beginning of the next for each employee, except in the cases of a shift or rotation change or scheduled training day, in which cases the Department shall **3.41**

make every effort to schedule an interval of at least eight (8) hours.

- 3.42** 6. The Department will make a good faith effort to provide employees with ten (10) working days notice of shift adjustments, provided, however, that the Association acknowledges that in the event of unexpected, uncontrollable, and/or unpredictable exigencies the Department may be unable to give such notice. **3.42**
- 3.43** 7. a. The Department will inform employees of its intention to select an employee for a long term (defined as one (1) year or more) assignment. Selection for long term assignments will be made from qualified volunteers, qualifications to be determined in the Department's sole judgment. **3.43**
- 3.44** b. If no qualified employee volunteers, the Department retains the right to determine which employee will be assigned. **3.44**
- 3.45** c. Upon his/her request, the Department will inform an employee who applied but is not selected for a long term assignment the reason for his/her non-selection. **3.45**
- 3.46** d. No list shall be established for future assignments. When the long term assignment again becomes available, the Department will again follow the procedure set forth in this section. **3.46**
- 3.47** 8. In the event the Department determines that employees absent from regularly scheduled shifts must be replaced and if the Department determines such replacements should be provided by holding one or more employees over from the preceding shift, the department will, before directing a specific employee or employees to hold over, request volunteers from all such on-duty personnel who possess the requisite skill, ability and performance capabilities if the number of such potential volunteers exceeds the number of personnel required. **3.47**
- 3.48** **E. Premiums** **3.48**
1. Shift Differential
- Commencing with the date of execution of this Agreement, Community Service Officers and Deputy Sheriffs who work regularly scheduled shifts (including contiguous overtime) that include at least 4 continuous hours worked between the hours of 7:00 p.m. and 7:00 a.m. (the premium period) will

receive a shift differential of \$2.50 per hour added to their basic hourly rate for each hour of work during the premium period, including any hours worked which are paid at the rate for overtime.

3.49

2. Educational Premiums

3.49

a. Deputy Sheriff's Educational Premium

An educational premium of 5.0% is added to the base wage rate at any step for the possession or attainment of a bachelor's degree. The premium is payable for possession or attainment of only one (1) degree, and the deputy may be required to furnish acceptable verification of the possession or attainment of the degree.

An additional education premium of 2.5% is added to the Deputy Sheriff base wage rate at any step for the attainment during employment with the Department of an advanced educational degree (i.e., a master's, doctoral, or equivalent doctoral level professional degree) from an accredited institution of higher education. The premium is payable for the attainment of only one (1) such advanced degree. The deputy may be required to furnish acceptable verification of the possession or attainment of the degree.

b. CSO's Educational Premium

An educational premium of 2% is added to the base wage rate at any step for the possession (as of August 1, 2004) or attainment of a bachelor's degree. The premium is payable for possession or attainment of only one (1) degree, and the CSO may be required to furnish acceptable verification of the possession or attainment of the degree.

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3. Field Training Officer

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An employee shall receive 10% over base wage rate for each regular shift during which, in his/her capacity as Field Training Officer, another employee is assigned to him/her in field training. Assignments as Field Training Officer shall be made at the Director's discretion. The Director will give preference for specific assignment to those Field Training Officers who have volunteered for the specific assignment, providing the volunteer is determined by the Director to be the best qualified Field Training Officer for the specific assignment.

3.51

4. Motorcycle Officer

3.51

Deputy Sheriffs shall receive 5% over base wage rate for the

duration of an assignment as Motorcycle Officer. Whether and when to make such an assignment shall be at the sole discretion of the Department. Selection shall be made from among qualified volunteers, qualifications to be determined at the Department's sole judgment.

3.53

5. Meter Maintenance and Repair

3.53

When the Department determines to regularly assign a CSO responsibility for parking meter maintenance and repair, that officer shall receive 10% over his/her base wage rate for the duration of the assignment. Determinations as to whether, when, duration of assignment, and which CSO to assign, and the specific duties to be assigned, shall be within the sole discretion of the Department.

3.55

6. Bilingual Premium

3.55

An employee who is competent to act as a Spanish-English, Portuguese-English, Italian-English, Vietnamese-English, Nepalese-English, Tagalog-English, Cantonese-English, Mandarin-English, Tongan-English, or American Sign Language interpreter, as demonstrated by his/her certification by the State of California as a legal interpreter, shall receive additional pay of \$50 per month. The Department may pay a bilingual premium to employees who are State-certified as legal interpreters of other languages if, in its sole discretion, it determines there is a departmental need for interpreters of those languages.

3.57

7. Shift Coordinator Differential

3.57

a. A Deputy Sheriff appointed and satisfactorily performing the assigned duties of Shift Coordinator for a period of time actually lasting a minimum of four (4) continuous hours shall receive for each such hour worked a differential of \$1.25 per hour added to his/her basic hourly rate, including any hours worked which are paid at the rate for overtime, to be included in his/her next regular wage payment. Determinations as to whether, when, duration of assignment and which Deputy Sheriff to assign, and the specific duties to be assigned, shall be within the sole discretion of the Department.

b. A CSO appointed and satisfactorily performing the assigned duties of Shift Coordinator for a period of time actually lasting a minimum of four (4) continuous hours shall receive for each such hour worked a differential of \$1.00 per hour added to his/her basic hourly rate, including any hours

worked which are paid at the rate for overtime, to be included in his/her next regular wage payment. Determinations as to whether, when, duration of assignment and which CSO to assign, and the specific duties to be assigned, shall be within the sole discretion of the Department.

3.58A

8. Patrol, Records and ISD CSO

3.58A

A CSO regularly assigned to perform front office, ISD, or PCSO functions shall receive for each such full shift worked a differential of 5% over his/her base wage rate, including any hours worked which are paid at the rate for overtime, to be included in his/her next regular wage payment.

Determinations as to whether, when, duration of assignment and which CSO to assign, and the specific duties to be assigned, shall be within the sole discretion of the Department.

3.58B

9. Recognition and Bonuses

3.58B

The Department at its sole discretion may elect to include Deputy Sheriffs and CSOs in any one-time performance, project, or incentive bonuses or other recognition or in any bonus or recognition programs that are available to other Department employees.

3.59

F. Telephone Standby Time

3.59

1. Employees who are required to remain on an on-call basis during their scheduled day off in order to be available to appear in court or to be called to other duty shall receive compensation at fifty percent (50%) of their base wage rate. This paragraph shall not apply to situations where the employees are required to carry a radio/beeper and remain within radio/beeper range.

3.60

2. Investigator On Call

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When the Department requires a sworn officer who is assigned to an "investigations" role to remain accessible for consultation during non-working hours, that officer will receive partial pay of 5% of his/her base salary for all hours when she/he is (1) required to carry a radio or beeper, and (2) required to be within fifteen (15) minutes travel time to a telephone from which to return a beeper page. Determination as to whether, when, duration of assignment, and which officer to assign shall be within the sole discretion of the Department.

equipment or to procure replacement uniforms or clothing in the manner and condition prescribed by the Department may constitute just cause for action under Article IX.

4.67 B. Uniform and Equipment Allowances 4.67

1. Except as provided in paragraph 2 below, the University will provide for all quarters commencing on or after the date of execution of this Agreement, a uniform allowance of \$200.00 per quarter per employee payable at the beginning of the quarter during the months of September, December, March, and June.

4.68 2. Employees become eligible for the uniform allowance specified in paragraph 1 only upon completion of four (4) full quarters of employment. **4.68**

4.79 C. Ownership of Uniforms, Clothing and Equipment Furnished by the University 4.79

1. Any employee hired as a CSO who has completed four (4) full quarters of employment shall have full legal title to his/her uniforms or clothing as initially issued and any duty belt issued.

4.80 2. Any employee employed as a Deputy Sheriff under this Agreement may retain his/her Department-issued uniform or clothing, duty belt and be allowed to purchase his/her semi-automatic handgun as a retiring officer under the following conditions: **4.80**

4.81 a. The employee may retain his/her uniform or clothing and duty belt issued after four (4) full quarters of continuous employment from the initial issuance of said items. **4.81**

4.82 b. The department purchases, issues and maintains semi-automatic handguns for use by its deputy sheriffs as a duty weapon while they are employed at the Department. An employee terminating from the Department must return his/her semi-automatic handgun, magazines, and holster. Upon retiring from the Department, an employee shall be entitled to purchase the Department-issued semi-automatic handgun at its salvage value. It is understood that neither the holster nor the magazines may be sold to the retiring officer. **4.82**

4.83 D. Identification Cards 4.83

All employees in the classifications of Deputy Sheriff or CSO will be issued Department identification cards.

4.84 E. Vests 4.84

1. In the event a Community Service Officer elects to purchase a protective vest, upon written verification of purchase acceptable to the Department, the Department will reimburse the Community Service Officer 50% of the actual cost, not to exceed \$250.00, provided that the Community Service Officer has not previously received any vest allowance. No less than five (5) years after such purchase, the Community Service Officer may request reimbursement for a replacement vest if ownership of the initial vest is transferred to the Department. A Community Service Officer who received any allowance for a vest will maintain it for use at all times while on duty, should the need for its use arise.

4.85 2. 4.85

The Department will issue protective vests at its own cost to each Deputy Sheriff who has not purchased a vest and received from the Department reimbursement monies within five (5) years preceding the date of execution of this agreement. No less than five years after such issuance, the Deputy Sheriff may request issuance of a replacement vest. In the case of a Deputy Sheriff who purchased a vest and received from the Department reimbursement monies less than five (5) years prior to execution of this agreement, issuance of a replacement vest maybe requested no less than five years after such reimbursement. The Department will retain ownership of all vests issued hereunder and the Deputy Sheriffs shall maintain it for use at all times while on duty.

ARTICLE V: University Benefits

5.86 A. Introduction 5.86

Employees covered by this Agreement are eligible to participate in a number of benefit programs generally available to University employees. The current benefits and contribution levels for each plan are briefly summarized in this Article. However, the Association understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for each plan, the details of which have been independently communicated to the Association.

5.87 B. Benefit Alterations 5.87

The Association further understands and agrees that the University may at its option during the term of this

Agreement choose to alter the coverage, rate of contribution, carrier or investment firm with respect to these plans as they apply generally to University employees and that, if the University does so such changes will apply to employees under this Agreement. Thirty (30) days prior to the implementation of any such changes the University shall notify the Association and upon the Association's request meet with the Association to review the proposed changes and receive the Association's input and suggestions concerning them.

5.88 C. Benefit Improvement 5.88

In the event the University makes changes which include improvements for unrepresented employees in the benefits described in this Article that are common to both the Association and unrepresented employees, the Association will be offered the opportunity to accept those changes provided that the Association's acceptance is based on the changes in their entirety.

5.89 D. Work Connected Disability Plan 5.89

In addition, effective with the signing of this Agreement, employees covered by this Agreement shall be covered by the Stanford University Department of Public Safety Work-Connected Disability Plan (the "Plan" herein) which is described in Appendix A attached hereto and made a part hereof. To the extent the provisions of the Plan are inconsistent with the provisions of Section I of this Article, the provisions of the Plan shall control.

5.90 E. Health and Dental Insurance 5.90

1. Employees working 75%-100% receive 100% of the University's contribution toward a basic group health insurance plan. Employees working 50%-74% receive 50% of the University's contributions toward a basic group health insurance plan.

5.91 5.91

2. As permitted by law, and in accordance with the provisions of the Educated Choices Flexible Benefit Program, eligible employees will pay any premiums for medical, dental, basic life and Long Term Disability plans with before-tax dollars.

5.91A 5.91A

3. The University provides a dental plan for employees covered by this Agreement and their dependents. The plan is the same as that available to University employees generally.

The University pays the full cost of the dental plan for employers working 75% time or more.

5.92

F. Retirement

5.92

1. Social Security

Under the current terms of the plan, the University and each employee make identical contributions credited to the employee's Social Security account number.

5.93

2. CSO Retirement Plans

5.93

a. Staff Retirement Annuity Plan (SRAP)

In addition to Social Security coverage, the University provides a staff pension plan for eligible CSOs covered by the Agreement. Coverage is automatic for regular employees who work 50% time or more and have one year of continuous qualifying service and are at least 21 years of age, but are below age 60. The University pays the full cost of the pension plan. The normal retirement date under the plan is the first day of the month following the 65th birthday. Early retirement at a reduced annuity is possible, however.

Participants will accrue a normal retirement benefit equal to 2.0% of their eligible earnings in each plan year. For CSOs with SRAP benefits who were employed by the University as of January 1, 2001, eligible earnings for 1992 will be substituted for all prior years of eligible earnings, as long as a greater benefit results.

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b. Stanford Contributory Retirement Plan (SCRCP)

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Beginning September 1, 2002, Community Services Officers meeting their one-year service requirement will enter the SCRCP rather than SRAP. CSOs who had previously entered the SRAP will also be given the one-time opportunity either to continue their active participation in SRAP or to begin participation in the SCRCP, provided they meet all relevant eligibility requirements as set forth in the plan documents. SRAP benefits will be suspended for participants who choose to begin SCRCP coverage; however, continuing employment with the University will be counted for purposes of meeting the five (5) year vesting requirements of the SRAP. All CSOs participating in the SCRCP will be subject to the same terms and conditions of the plan as other unrepresented nonexempt employees of the University. The University's current contribution to the SCRCP is as follows:

1. The University provides a basic contribution of 5.0% of regular salary.
2. When the Community Services Officer contributes 0%, the University match is 0% of regular salary.
3. When the Community Services Officer contributes 1.0%, the University match is an additional 1.5% of regular salary.
4. When the Community Services Officer contributes 2.0%, the University match is an additional 3.0% of regular salary.
5. When the Community Services Officer contributes 3.0%, the University match is an additional 4.0% of regular salary.
6. When the Community Services Officer contributes 4.0% or more, the University match is an additional 5.0% of regular salary.

All SCRП contributions and any investment earnings are immediately vested. Employees may contribute to the SCRП on a before-tax and/or after-tax basis, subject to certain federal contribution limits.

5.94

3. Deputy Sheriff Pension Plan

5.94

a. In addition to Social Security coverage, the University provides a pension plan for Deputy Sheriffs. The Plan provides for normal retirement at age 55, with benefits based upon years of plan participation, as defined in the Plan. A participant may elect to retire early following the attainment of age 50 and completion of 25 years of vesting service, or between ages 50 and 55 when the combination of age and years of vesting service totals 75. Years of plan participation for purposes of the Plan includes the accrued years of participation in the Staff Pension Plan for each patrol officer as of April 1, 1981. Effective August 1, 2001, benefits will include a basic benefit equal to 2.4% multiplied by years of plan participation as defined in the Plan, of highest three-year average base salary, which includes any accrued benefits under the Staff Pension Plan referenced in F.2. above. Effective, August 1, 2001, a supplemental benefit equal to 0.6% multiplied by years of service, of highest three-year average base salary will be paid from the date of retirement until age 62. Effective August 1, 2003, a participant electing to retire early, as described above, will receive an unreduced benefit and a supplemental benefit paid from the date of retirement or age 50, whichever is later, until age 62.

b. Effective on the date of execution of this Agreement the Plan will provide as follows:

- 5.95** 1) Calculation of Plan retirement benefits will be based upon years of plan participation which will not be limited to 25 years of service, but will include years of plan participation up to normal retirement date (age 55), provided that the basic benefit and the supplement will not exceed 85% of the highest three-year average base salary. **5.95**
- 5.96** 2) Vesting in the accrued benefits derived from the employer's contributions to the Plan shall be one hundred percent (100%) upon completion of five (5) years of service credit. **5.96**
- 5.97** 3) Employees will participate beginning at age 21, at which time University and employee contribution will begin. **5.97**
- 5.98** 4) Interest payable on those employee contributions which are permitted to be withdrawn shall be at the rate of at least eight percent (8.0%) compounded annually. **5.98**
- 5.99** c. Effective August 1, 1993, there were no further required or permitted employee contributions. The plan was developed by the University to provide the benefits detailed above and in accordance with the Employee Retirement Income Security Act of 1974, as amended. **5.99**
- 5.100** **G. Life Insurance** **5.100**
1. The University provides a group life insurance plan for all eligible employees with a basic \$10,000 of coverage on a non-contributory basis. In addition, the University provides an amount of Choice Dollars within the Educated Choices Flexible Benefits Program to purchase more basic coverage – up to one times salary or \$50,000, whichever is lesser.
- 5.101** 2. Employees can also elect to purchase 1, 2, 3, 4, 5, or 6 times salary to a maximum of \$1,000,000 in Supplemental Life Insurance. **5.101**
- 5.102** **H. Tuition Benefits** **5.102**
- To the extent that the University provides a tuition benefit for non-bargaining unit, nonexempt staff members, and for the dependent children of non-bargaining unit, nonexempt staff members, the University will provide the same benefits to employees covered by this Agreement. Children of eligible deceased, retired, or disabled employees become eligible for benefits when they qualify under the terms of the Tuition Grant Plan.

- 5.103** **I. Accidental Death and Dismemberment Insurance** **5.103**
1. The University shall provide a \$ 200,000 accidental death and dismemberment policy for the Association members at no cost. The University will provide written confirmation annually to members that this coverage exists at or before the time members are faced with choices to purchase any additional amounts of accidental death and dismemberment insurance.
- 5.104** 2. Association members may purchase additional coverage of 1, 2, 3, 4, 5, or 6 times salary to a maximum of \$1,000,000. **5.104**
- 5.105** 3. Spouses of Association members may be enrolled in the AD&D plan and elect coverage of 1, 2, 3, or 4 times employee's salary to a maximum amount of \$250,000. The benefit amount for a spouse may not be greater than the benefit amount of the Association member. **5.105**
- 5.106** **J. Disability Benefits** **5.106**
1. Long-term Disability Benefits
- The University pays the full cost of long-term disability benefits for employees working 50% time or. Subject to the provisions of the Plan, benefits provide for continued income during a prolonged absence from work because of illness or disability. Starting with the 91st calendar day of absence the long term disability plan ensures that employees will receive two-thirds or one half of basic monthly salary, less plan offsets. Subject to the provisions of the Plan, payments continue until the employee is able to work or reaches age 65.
- 5.107** 2. Social Security Disability Payments **107**
- An employee who is disabled and has not been able to work for six months or longer may be eligible for disability benefits under the Social Security Program. Benefits include monthly payments which are generally the same as retirement benefits. Under certain conditions dependents may also be eligible for family payments.
- 5.108** **K. Work-connected Disability Benefits** **5.108**
1. A work-connected disability is an injury or illness which is sustained by an employee while performing his/her assigned job, and which prevents the employee from performing his/her assigned job.

5.109 2. A regular employee who loses time from work because of a work-connected injury or illness may be authorized by the Director, upon the recommendation of the attending physician, to be absent from work for up to ten (10) calendar days with full pay from the University for all scheduled work periods during that time period. **5.109**

5.110 3. Workers' Compensation benefits start on the fourth day of illness or disability, unless hospitalized in which case they start on the day of hospitalization, and remain in effect until the employee can return to work, or until long-term disability payments take over. **5.110**

5.111 **L. Travel Insurance** **5.111**
The University has a travel accident insurance policy that provides world-wide insurance coverage for employees when they are performing authorized travel on behalf of the University. Insurance benefits for death, certain dismemberment or total permanent disability are as follows: five (5) times annual salary (with a \$50,000 minimum and \$500,000 maximum). Employees earning less than \$5000 have a benefit of \$25,000. All employees are covered by the insurance from the first day of their employment. The University pays the full premium.

5.112 **M. Parking** **5.112**
The University provides parking in designated areas for employee vehicles which are registered in accordance with University regulations.

5.113 **N. University Responsibility** **5.113**
The University assumes the responsibility for, among other risks, claims for compensation, and costs for the defense of such claims, for false arrest against the University or against any employee or agent as a result of the employee's or agent's actions while in the course of, or arising out of, work performed for the University.

ARTICLE VI: Holiday Pay, Sick Leave, Vacation, and Leaves

6.114 **A. Holidays with Pay** **6.114**
Except as provided in this Article and the side letter to the Agreement, employees working a regularly scheduled forty-hour work week shall have time off with pay for the days

designated by the University for the observance of the following holidays: New Year's Day; Martin Luther King, Jr. Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday after Thanksgiving Day; the day before Christmas; Christmas Day; and a floating holiday, which may be used to observe the employee's birthday or alternatively, any other workday mutually agreed upon by the employee and the Director or his/her designee within the year beginning January 1 and ending December 31. If the floating holiday is not used within that one year period, it does not carry over to any subsequent year. If the employee leaves the University during the year, and the floating holiday has not been used, the employee's final pay will include the cash value of the unused floating holiday. If the employee's use of the floating holiday is cancelled due to the department's need, and the holiday cannot be rescheduled for use by the end of the calendar year, it will be recharacterized as a vacation day and credited to the employee's vacation accrual as of January 1 of the next calendar year.

6.115	B. Work on a Holiday	6.115
	See Article III.C.3.(b), paragraph 3.22.	
6.116	C. Holiday Within a Leave	6.116
	Officially observed holidays which fall within a period of vacation leave or sick leave do not count as vacation or sick leave taken.	
6.117	D. Holiday on Day Off	6.117
	See Article III.C.3.(c), paragraph 3.23.	
6.118	E. Compensatory Time Off in Lieu of Holiday Pay	6.118
	See Article III.C.(b), (c), (d), and (e), paragraphs 3.22-3.25.	
6.119	F. Sick Leave	6.119
	1. Regular full-time employees are entitled to sick leave of twelve (12) working days per year accrued at the rate of one (1) per calendar month.	
6.120	2. Unused sick leave may be accrued for future use with no maximum limit on the amount which may be accumulated.	6.120
6.121	3. Sick leave may be used to the extent accrued but only to maintain income when the employee is ill, injured, or	6.121

otherwise medically unable to perform one's assigned work. The Department 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 draw 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.

- 6.122** 4. An employee who is eligible for State Disability Insurance (SDI) or Voluntary Disability Insurance (VDI) may not draw sick leave pay in an amount in excess of the difference between the maximum allowable SDI or VDI benefit available to him/her and his/her regular salary for the period of disability. The employee's sick leave accrual shall be charged only for the amount of sick leave payments made to the employee. **6.122**
- 6.123** 5. Sick leave 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. **6.123**
- 6.124** 6. If an employee has exhausted his/her accrued sick leave and is still unable to return to work, he/she may elect to use accrued vacation to make up the difference between regular pay and SDI or VDI payments. If an employee elects not to use accrued vacation to supplement SDI or VDI payments after exhausting accrued sick leave, his/her pay from the Department will cease when accrued sick leave is exhausted. **6.124**
- 6.125** 7. Information concerning an employee's leave balances is currently provided on the employee's pay stub. **6.125**
- 6.126** 8. When serious illness in the employee's close family requires the employee's absence to care for the ill family member, the employee may take sick leave for that purpose up to a maximum of ten (10) working days per year of accrued sick leave, provided that leave must be taken in periods of at least four (4) contiguous hours. After an employee has exhausted the ten (10) days per year and serious illness in the **6.126**

employee's close family further requires the employee's absence to care for the ill family member, the employee may use any remaining accrued sick leave for that purpose not to exceed five (5) additional days. The employee's close family is limited to the employee's spouse or same-sex domestic partner, children of the employee, the employee's spouse, or the employee's same-sex domestic partner, parents, step-parents, parents-in-law, brothers or sisters, grandparents or grandchildren or other dependent family members living in the employee's household. Approval of such use of sick leave shall be subject to reasonable verification and requirement of advance notice from the employee whenever possible.

G. Vacation

6.127

1. All regular full-time bargaining unit employees shall be entitled to vacation based on the following accrual:

6.127

<u>Length of Service</u>	<u>Days per Year</u>	<u>Hours per Month</u>
First Year	10 days	6.67 hours
Beginning of 2nd year through end of 4th year	15 days	10.00 hours
Beginning of 5th year through end of 9th year	17 days	11.33 hours
Beginning of 10th year through end of 14th year	22 days	14.67 hours
Beginning of 15th year	24 days	16.00 hours

Vacation is accrued for periods worked or for periods not worked for which vacation time or sick leave is taken. Vacation is not accrued for periods of leave without pay, insured sick pay, and terminal vacation.

6.128

2. 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. Employees with up to ten (10) years of service may accumulate up to a maximum of 45 working days. Employees with ten (10) or more years of

6.128

service may accumulate up to 60 days of accrued vacation. Days of vacation cease to accrue when the maximum has been reached. If the Department is operationally unable to grant vacation to an employee prior to his/her reaching the maximum accrual, then that employee shall continue to accrue vacation until vacation can be granted or for three months beyond the date that the maximum accrual was reached, whichever comes first. If the Department is operationally unable to grant vacation to an employee during the three month period beyond the date that maximum accrual was reached, then that employee shall continue to accrue vacation until vacation can be granted or for an additional three months, whichever comes first. Vacations may be taken, up to the balance of hours earned, at one time or in parts. Subject to the approval of the Department, vacation time may be used in full working days, or in hourly increments, if used continuous with the beginning or with the end of a scheduled shift.

- 6.129** 3. 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 classification 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 XVII. Vacation selection 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. **6.129**
- 6.130** 4. Vacation leave 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 **6.130**

further that no additional University benefits will accrue because of such supplementation.

- 6.131** 5. Employees who request and receive approval for a leave of absence (including a leave pursuant to Article VI.H.1. but not including a leave pursuant to Article VI.H.2., 3., or 4, or an approved leave due to disability) which occurs during the Department's peak vacation period (which ordinarily is comprised of the months of June, July, August, and September) shall be deemed to have exercised their seniority rights under 3. above 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. **6.131**
- 6.132** 6. Except when leave is pursuant to Article VI.F. or Article VI.H.2., 3., or 4., employees shall request leave in writing no less than ten (10) days in advance. The Department will respond to such requests within five (5) working days after the date the request is received whether the request is approved, pending, or denied. Failure of an employee to comply with the requirements of this paragraph will excuse the Department from responding in this time frame. As used in this Agreement the term "working day" means a day when the administrative offices of the Department are normally open for business (e.g., Monday through Friday). **6.132**
- 6.133** 7. No more than twice each calendar year, an employee scheduled to take vacation leave for at least ten (10) consecutive work days may request early payment of regular paychecks which would be issued during the period of vacation. Employees are responsible for submitting appropriate forms at least ten (10) days in advance of commencing leave. **6.133**
- 6.134** 8. If, prior to going on a vacation leave, a CSO is receiving a premium for being a full-time Patrol, Records or ISD CSO, or for meter maintenance, or an employee is receiving a bilingual premium, he/she shall be entitled to receive the same premium throughout the vacation period. **6.134**
- 6.135** **H. Other Leaves** **6.135**
1. Military Training
- Employees will be granted fifteen (15) working days per calendar year in addition to regular vacation for the purpose of serving required military training duty which cannot be scheduled at a time when the employee is not scheduled to

work. Such days off may be taken for a period of fifteen (15) consecutive working days or for several periods of one (1) or more working days each until such fifteen (15) days are exhausted. For these periods of approved leave, employees will receive supplemental pay from the University for the difference between military base pay and regular University pay for their regularly scheduled work periods. Retention of seniority while on military leave is otherwise covered under Article XVII. It is understood that the employees shall notify the Department as far in advance as possible of the dates on which they desire to utilize military training leave and the department may require that leave be scheduled and taken at times which are consistent with its operational needs, unless no other times are permitted by the military.

6.136

2. Personal Time Off

6.136

For personal business which cannot reasonably be attended to on an employee's time off, employees may request time off from their regular schedules, at their regular rate of pay, subject to advance written notice to and concurrence of their supervisor, for a maximum total of twenty-four (24) hours per twelve month period (January 1-December 31). It is understood that the Department has the complete discretion to determine the manner, frequency and minimum and maximum allotments in which such leave may be granted, provided, however, that the Department will not deny requests to use available PTO to maintain base pay during periods when the employee is not scheduled to work due to mandatory winter closure. Nothing in this Agreement shall be interpreted to prohibit the Department from granting PTO in increments of one hour, or more, provided that the supervisor concurs. In emergency situations (defined as those which could not reasonably have been foreseen and scheduled in advance), personal time off may be granted pursuant to an employee's request and supervision's concurrence in advance by telephone, subject to written confirmation of such request and concurrence signed by both the employee who made the request and the supervisor who approved it.

6.137

3. Jury Duty

6.137

a. When called for jury duty or while serving as juror, employees covered by this Agreement will receive regular pay for hours of work scheduled and will be excused from their regular shift. All payments received by the employee from the court, excluding payment for mileage or for the first day of jury duty, must be endorsed by the employee payable to Stanford

University in order for the employee to receive University payments under this Article.

6.138 b. Court Appearances **6.138**

Employees subpoenaed to appear in court as witnesses during scheduled work time are given time off with pay for the period during which their absence from work is required.

Appearances in court for traffic or other violations or as a party in a lawsuit are charged to vacation, or personal time off, or leave without salary; provided that each employee shall be compensated for all time during which he/she is required to be in court for any proceeding arising out of the performance of his/her duties as a member of the Department.

6.139 4. Funeral Leave **6.139**

In the event of a death of a member of the employee's close family, the employee may request an authorized paid absence to attend the funeral or essential related business. Authorized leave will be granted at the discretion of the Director and will usually be for one or two work days and shall not exceed five work days. Employees shall be compensated for work periods scheduled during the authorized leave. As used in this paragraph the term "close family" is defined as in Article VI.F.8.

6.140 5. Educational Leave **6.140**

Employees with three (3) years of service in the Department may request an unpaid leave of absence for educational activity which will, in the Department's judgment, enhance his/her value to the Department. The Department will have the complete discretion to grant or deny such request but upon request the Director shall inform the employee of the reason(s) should the request be denied.

6.141 6. Family Leave and Pregnancy-Related Disability Leave **6.141**

a. Family Leave

Employees who have been employed by the University for at least one year and who have at least 1250 hours of service during the year preceding the family leave of absence will be assured of up to 12 weeks unpaid leave during any 12-month period, provided that written request at least thirty (30) days in advance has been given whenever possible. The 12-month period begins January 1 of each calendar year. "Assured" means the department will place the employee on family leave

when any one of the following situations is verified:

- * The birth of a child or the placement of a child with the employee for adoption or foster care.
- * The serious health condition of a spouse, same-gender domestic partner, parent or child which requires the employee's absence from work to care for the ill family member.
- * The serious non-work connected health condition that makes the employee unable to perform his or her job.

(1) Definition of "Serious Health Condition." A serious health condition is an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential care facility, (2) a period of incapacity requiring an absence of greater than three days, or (3) continuing treatment or supervision by a health care provider.

(2) Benefit Continuation. The University continues its contribution toward the employee's group health plans and life insurance coverage. The employee must make arrangements with the Benefits Office to continue payment of any premium normally paid through payroll deduction.

(3) Substitution of Paid Leave. Employee may draw or be required to draw from vacation accrual while on Family Leave. Employees shall draw from sick leave accrual in the case of employee illness, or in the case of family illness up to the limits set forth in VI.F.8. above.

(4) Medical Certification. The University may require certification from a health care provider that the employee or his/her child, parent, spouse, or same-gender domestic partner in fact has a serious health condition, the condition's expected duration, and the need for the employee to attend the family member. The employee must provide certification within 15 days of the supervisor's request for it.

(5) Limitations. Leave should generally be approved in blocks of time (two weeks minimum), but intermittent or reduced schedule leaves are allowed when medically necessary. Intermittent leaves are expected to be in whole-day increments. Leave for birth or placement of a child for adoption or foster care must be initiated within the first twelve months after the birth or placement.

6.142 b. Pregnancy-Related Disability Leave

6.142

All female employees covered by this Agreement are eligible for pregnancy-related disability leave. The leave is granted at

the request of the employee for the period of time during which she is incapable of performing her job because of medical disability resulting from normal pregnancy, delivery, or post-childbirth recovery. Leave is also taken for the period of time during which, in the judgment of either the Department or the employee's physician, she is incapable of performing her job at the level of full effectiveness and safety due to normal pregnancy, delivery, or post childbirth recovery. The leave may be for as long as four (4) months when a verified disability exists. Starting with the 91st calendar day of absence, the employee may be eligible for long-term disability benefits subject to the provisions of the long-term disability plan (Article V.G.1.) If the employee remains disabled following the end date of the leave, the situation will be treated as any other non work-related medical disability. In requesting pregnancy-related disability leave, the employee must present a physician's verification of disability. It is the employee's responsibility to inform her personal physician of the normal job requirements in order to assist in determining the cease-work date and the return-to-work date.

6.143 c. Use of Sick Leave and Vacation Pay **6.143**

For the purposes of any leave taken pursuant to Article VI.H.6.a. or Article VI.H.6.b., the employee may charge against accrued sick leave the number of days in which she is medically unable to work. Accrued vacation may be used during the leave. The remainder of the leave is without pay.

6.144 7. Administrative Leave **6.144**

Subject to the provisions of Article IX.E., whenever an employee is placed on administrative leave he/she shall be paid his/her regular basic hourly rate as set forth in Article III of this Agreement for all regularly scheduled hours, exclusive of any overtime, shift differential, or other premium. Administrative leave is not considered disciplinary action.

6.145 8. Children's School Activities **6.145**

In accordance with the laws of the State of California, employees are permitted to take time off for their children's school activities. This provision is applicable to an employee who is a parent, guardian, or grandparent with custody of a child in kindergarten through grade twelve (12). The employee may take up to the equivalent of one full work shift off in any given month, up to a maximum of forty (40) hours off per school year. The employee is required to use paid time in the form of vacation, personal time off (PTO), or compensatory

time off, if available. If the employee has no paid time off available, the employee may take time off without pay.

ARTICLE VII: Training and Staff Development

7.146 A. University Reimbursement 7.146

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 University Staff Training and Development Program described in this Article.

7.147 B. Application Requirements 7.147

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:

7.148 1. Enhance the employee's effectiveness to the Department in performing his/her current work assignments; **7.148**

7.149 2. Prepare the employee for effective performance of a work assignment in the foreseeable future; and **7.149**

7.150 3. Not conflict with essential scheduled work and staffing requirements. **7.150**

7.151 The issuance or denial of such a request for certification is within the sole discretion of the Director, provided however that certification for University reimbursement does not automatically mean that the employee will receive Departmental Reimbursement as provided in Article VII.D. Upon certification by the Director the request will be forwarded to the Manager of Training and Organizational Development who may in his/her discretion either approve or deny the request. **7.151**

7.152 C. Course Credit 7.152

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 Personnel and Employee Relations, a check for reimbursement for the percentage of training expenditures

authorized will be sent to the employee.

7.153 D. Departmental Reimbursement 7.153

A bargaining unit member who qualifies for and receives payment from the University under the provisions of this Article may then apply for an equal amount from the Department up to \$120.00 per quarter or \$130.00 per semester for the cost of tuition and books for courses that, in the judgment of the Director, are directly related to the employee's current job, provided that the sum of all payments received under the provisions of this Article may not exceed the cost of the employee's tuition and books for that quarter or semester.

ARTICLE VIII: Probationary Period

8.154 A. General Conditions 8.154

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.

8.155 B. Length of Probation Period 8.155

The standard probationary periods from the date of employment in the Department are:

1. CSO: One (1) year.
2. Laterally hired Deputy Sheriff who has previously satisfactorily completed a State of California P.O.S.T. accredited academy: Nine (9) months from successful completion of the Field Training program, no matter the length of the program.
3. Deputy Sheriff who has no experience but who has satisfactorily completed training at a State of California P.O.S.T. accredited academy within two (2) years prior to his/her date of employment in the Department: Nine (9) months from successful completion of the Field Training program, no matter the length of the program.
4. Deputy Sheriff with no previous experience who must complete a State of California P.O.S.T. accredited academy: Nine (9) months from successful completion of the Field Training program, no matter the length of the program.

8.156 C. Assignment Limitations 8.156

During the first twelve (12) months of their probationary period, probationary Deputy Sheriffs 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 will make reasonable efforts to correct the situation as soon as practicable.

ARTICLE IX: Discipline

9.157 A. Just Cause 9.157

No permanent employee shall be discharged or otherwise disciplined except for just cause. As used in this Article, the term “disciplined” is limited to any suspension or demotion or disciplinary reduction in base pay or any written warning or written reprimand which is issued by the Director, Captain, Lieutenant, Sergeant or, as to CSOs only, a Community Service Officer Supervisor and retained in the personnel file of the Individual warned or reprimanded.

9.158 B. Notification 9.158

Before a permanent 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. Upon request of the employee, a copy of the written document will be furnished to the Association.

9.159 C. Personnel Files 9.159

1. The Department shall maintain for each employee a file which shall contain copies of all written warnings, notices of suspension or demotion, written evaluations and other official records indicating changes in status or levels of pay.

9.160 2. The employee, or an Association representative authorized 9.160

by the employee in writing, shall be entitled to review the employee’s personnel file during regular business hours in the presence of a University representative.

9.161 3. In a disciplinary action the Department may not rely upon 9.161

any previous written warning, notice of suspension or

demotion, or official written evaluation not contained in said file as justification for any personnel action adversely affecting the employee in question.

- 9.162** 4. When an employee who has received written warnings or reprimands completes 24 (twenty-four) months of work without further disciplinary action, his/her prior disciplinary record shall be sealed and removed 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 misconduct. **9.162**
- 9.163** 5. The Association understands that an employee's complete personnel file may be disclosed pursuant to court order or upon written authorization by the employee. **9.163**
- 9.164** 6. All written warnings or reprimands in the employee's personnel file will bear both the signature of the person implementing the discipline and the employee or in the event of the employee's refusal to sign, the signature of an Association representative indicating the employee has viewed the written material before its placement into the file. **9.164**
- 9.165** 7. If no grievance has been filed within fifteen (15) calendar days of issuance of discipline as defined in Article IX.A., the employee may submit for filing in his/her personnel file a brief statement of the employee relating to the discipline. Such statement shall not affect the finality of the discipline. **9.165**
- 9.166** **D. Reassignment** **9.166**
No Deputy Sheriff shall be transferred or reassigned as a CSO as a disciplinary measure; provided that any Deputy Sheriff may be reassigned to the CSO classification at the discretion of the Director if there is an opening available for which the employee is qualified and if the employee in question desires the reassignment.
- 9.167** **E. Employee Misconduct** **9.167**
If the University believes any employee covered by this Agreement may have engaged in conduct that requires that the employee be relieved of his or her customary duties, the University 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 compensation. Any disciplinary suspension or termination for just cause may be retroactive to the time of relief from duty in which case all or a portion of the administrative leave may be deemed to be without pay.

9.168

F. Loss of Deputization

9.168

It is understood by the parties that certain individuals covered by this Agreement are employed in classifications for which deputization as a Reserve Deputy Sheriff or other peace officer authority is required by the University as a condition of employment in such classification. It is further understood that deputization of any individual may be refused, revoked or suspended by the Sheriff of Santa Clara County, or his/her designee, or by other public Authority lawfully empowered to take such action with or without the concurrence of the University or the Association. Therefore, it is agreed by the parties that:

9.169

1. Except in the case of an employee's resignation or layoff due to reduction in force, the University shall not request or recommend to any such public Authority the revocation of deputization or other peace officer authority except for "just cause"; provided that the submission of reports concerning the conduct of an employee deputized or otherwise so empowered to such public Authority or concerning disciplinary or other action taken because of such conduct shall not be construed to be a request or recommendation for revocation unless such a request or recommendation is expressly made; provided further that if as a result of proceedings pursuant to Article XII the University's request or recommendation is determined to be without just cause and subsequent to such determination the University's request for reinstatement of deputization is denied by the public Authority concerned, the public Authority's denial shall be deemed action by the Authority, absent University request or recommendation, and shall thereafter be considered to come within procedures described in subparagraph F.2. below. If an arbitrator should determine that the request or recommendation was for just cause, he/she may review and sustain or modify in whole or in part whatever disciplinary action was imposed by the University because of the conduct which resulted in the request or recommendation only if the request or recommendation was for a temporary

9.169

suspension of deputization. In no case shall an arbitrator order reinstatement or award back pay or other financial reimbursement for a period during which the Sheriff has revoked or suspended deputization or other peace officer authority pursuant to recommendation or request of the University if the request or recommendation is found to be for just cause.

- 9.170** 2. In the event any public Authority, absent University request or recommendation, takes action against any employee which results in loss of deputization or other peace officer authority, the University agrees to request from the Authority the reasons for such action and, if supplied, submit them in writing to the Association. The University may immediately relieve the employee of his or her customary duties but shall notify the Association and otherwise proceed in accordance with the procedures described in paragraph E. of this Article. If as a result of these procedures, the University determines that the suspension or revocation was appropriate, in whole or in part, and disciplinary action warranted, it shall advise the Association that it concurs with the Authority's action, and the extent of such concurrence shall be governed by paragraph F.1. of this Article. If the University determines it does not concur with the Authority's action or that its recommendation would have been for a lesser period of suspension, it may take, as to any period beyond the period of suspension with which it concurs, one or any combination of the following non-disciplinary actions:
- 9.171** a. Place the employee on an administrative leave without loss of compensation until the employee's deputization or peace officer authority is restored. **9.171**
- 9.172** b. Reassign the employee to a classification within the department that does not require deputization or peace officer authority and at the highest step (Article III) commensurate with the employee's education, skill and ability until the employee's deputization or peace officer authority is restored. It is understood that no employee may be laid off as a direct result of such reassignment. **9.172**
- 9.173** c. In the event there is no opening in any classification so that reassignment under sub-paragraph F.2.b. is not feasible, the University may lay off the employee in accordance with Section F of Article XVII except that paragraphs F. 1. and 2. shall not be applicable. The employee shall be entitled to notice, and may be reassigned for the period of such notice, or **9.173**

pay in lieu thereof in accordance with Article XVII, Section F.3. and notice shall not be deemed given until a final decision has been rendered in accordance with paragraph F.2. of this Article. The employee shall be entitled to reemployment preference in accordance with Article XVII, Section F.4. to either Deputy Sheriff classification (contingent upon the employee's ability to obtain deputization or other required peace officer authority) or non-deputized classifications within the Department. It is understood that no employee may be laid off as a direct result of such employment.

9.174 d. In the event an employee is laid off or to be laid off in accordance with the foregoing provisions, the University agrees to use its best efforts consistent with applicable University policies or contractual obligations, to afford alternative employment to the affected employee to the extent available in another Department within the University commensurate with the employee's education, skill and ability. An employee may accept or reject alternative employment without loss of the reemployment preference provided in Article XVII, Section F.4. or notice or pay in lieu thereof as provided in Article XVII, Section F.3. except that any earnings derived from such alternative employment shall be offset against any pay in lieu of notice for the applicable period.

9.174

9.175 G. Investigations

9.175

1. When in the Department's judgment, an investigatory interview is warranted prior to any decision to discipline (as defined in Article IX) an employee, the employee may upon request have another member of the bargaining unit present and have notice of the subject of the investigation. The interview shall occur at a reasonable hour, with no more than two (2) Department representatives conducting the interviewing. If the interview is recorded by the Department and the interview leads to discipline as defined above, the employee shall have reasonable access to the Department's recording or transcript. The officer under interrogation shall not be threatened with disciplinary action or promised reward as an inducement. However, an officer refusing to respond to questions or submit to interrogation shall be informed that failure to answer questions directly related to the investigation or interrogation may result in disciplinary action. If prior to or during an investigatory interview, the Department representative conducting the investigation determines that the employee may be charged with a criminal offense, the employee shall be informed of his/her Miranda rights.

9.176 2. The parties recognize the importance of timely investigations and disciplinary action and agree that employees should be notified as soon as possible after an incident or occurrence that an investigation and/or disciplinary action may be required. Employees have the right to consult a duly authorized representative of the Association. The Department will make a good faith effort to commence investigation as soon as possible given the actual work schedules of the employee, the supervisor or manager conducting the investigation, and any necessary witnesses. The employee's actual time spent on duty which is required by the Department for investigation into his/her conduct or for imposition of discipline on him/her shall be considered as time worked. **9.176**

9.177 3. Prior to any meeting in which discipline will be imposed, the employee shall be notified that he/she has the right to have an Association member present. **9.177**

9.178 H. Terminations **9.178**
In all cases of termination, the final decision to terminate shall not be made below the level of the Director or, in the absence of the Director, the Director's designee. It is understood that no employee shall be terminated by any subordinate officer.

ARTICLE X: Safety

10.179 A. Vehicles and Protective Equipment **10.179**
The University shall provide safe and healthful working conditions in accordance with applicable Federal or State laws or regulations. To the extent required by such regulations the University shall take such steps as are necessary in its judgment to maintain in safe working condition vehicles and protective equipment used by employees covered by this Agreement in the course of their official duties. Protective equipment, including personal protective equipment for eyes, face, head and extremities, protective clothing, respiratory devices, protective shields, barriers and ordnance shall be provided, used and maintained in a reliable condition wherever it is necessary by reason of any hazards capable of causing death, injury or disability.

10.180 B. Orders, Regulations and Directives **10.180**
The Director or his/her designee may in his/her discretion issue, from time to time, orders, regulations or other directives to provide for the safety of employees or property. Each

employee covered by this Agreement shall obey such orders, regulations or directives and failure to do so may constitute just cause for termination or other discipline.

ARTICLE XI: Management Functions

11.181 Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the University in any way in the exercise of regular and customary functions of management including, but not limited to, the following: **11.181**

11.182 A. Department Goals and Objectives **11.182**

The development or modification of departmental goals and objectives and a Departmental Master Plan, including the institution and modification of any and all agreements with the Sheriff of Santa Clara County or other law enforcement agencies or offices concerning operations of the Department or the right to take any action permitted or required by such agreements;

11.183 B. Assignments **11.183**

The direction of the working forces, including shift and duty assignments, the development of job descriptions, the right to assign work, and the right to determine from time to time the number of hours worked per shift, the schedule of such shifts and the amount of overtime worked, if any, and the schedule of vacations and other time off;

11.184 C. Methodology **11.184**

The establishment of methods of operation, including the institution of technological alterations in processes and equipment, or both, the specification and acquisition of apparatus and equipment, the right to determine clothing and protecting equipment, design and specifications, and the right to determine the weaponry and other protective devices, if any, to be carried by employees while on duty;

11.185 D. Services **11.185**

The expansion or contraction of departmental services, the selection of the number of stations and the level of manning at such stations and in the Department of as a whole and the right to transfer or relieve from duty because of lack of work or to reduce the force;

11.186 E. Staffing **11.186**

The right to hire, promote, demote, suspend or discharge employees and the right to select supervisory employees;

11.187 F. Efficiency 11.187

The establishment of plans for increased efficiency, the design and implementation of safety programs, and the right to require and design on-the-job physical fitness and training programs;

11.188 G. Rules and Regulations 11.188

The right to establish and enforce rules and regulations pertaining to personal conduct and deportment of employees and the determination of employee competency; provided that the University shall meet with the Association, upon request, to receive suggestions concerning the extent to which such rules and regulations can be reduced to writing so as to be made available for review by each employee.

Article XII: Grievance and Arbitration Procedure

12.189 A. Grievance 12.189

1. Grievance Defined

The term “grievance” as used in this Agreement, is defined as any claim or dispute by an employee or group of employees covered by this Agreement or an authorized representative of the Association, concerning any action or inaction by the Department or University administration which affects the wages, hours or other terms or conditions of employment of employees covered by this Agreement and involves the interpretation or application of the terms of this Agreement provided that any claim or dispute raised by an employee or group of employees must concern an action or inaction by the Department or University administration which directly and adversely affects each employee bringing the claim or dispute. The term “grievance” as used in this Agreement does not include any claim or dispute concerning an action or inaction by one or more individuals covered by this Agreement against one or more other individuals covered by this Agreement.

12.190 2. Exclusion of Third Parties 12.190

The Association understands that the Sheriff of Santa Clara County is not a party to this Agreement in any capacity or in any respect and that no action, or failure to act, by the Sheriff or his/her designee within the Sheriff’s Department, shall be considered a “grievance” against the University under this Agreement regardless of the impact of such action or inaction

upon the wages, hours, or working conditions of the employees covered by this Agreement. However, the University understands and agrees that University action or inaction in response to an act or failure to act of the Sheriff may be considered a “grievance” against the University if such action or inaction satisfies the definition of a grievance set forth in paragraph A.1. of this Article. The Association further understands that in any case where the Director or his/her designee acts or fails to act at the express direction of the Sheriff, or his designee within the Sheriff’s Department, such act or failure to act shall be deemed to be an act or failure to act of the Sheriff within the meaning of this paragraph; provided that on any occasion where the Director, or his/her designee, represents that he/she is acting or failing to act at the direction of the Sheriff or his designee, the Association may request, and the Director shall supply, within a reasonable period of time, a copy of the directive in question.

12.191 3. Types of Resolutions **12.191**

a. Informal Resolution

(1) Immediate Supervisor

Except in the case of discipline, the aggrieved employee will first attempt to resolve the grievance through informal discussions with the immediate supervisor by the end of the fifth working day following his/her discovery of the action or failure to act upon which the grievance is based. Every attempt will be made to resolve the issue at this level.

12.192 (2) Patrol Commander **12.192**

If the grievance is not resolved through informal discussion with the immediate supervisor, the aggrieved employee may attempt to resolve the grievance through further informal discussions with the Patrol Commander by the end of the fifth working day following the informal discussion with the immediate supervisor. Again, every effort will be made to resolve the issue informally.

12.193 b. Formal Resolution **12.193**

(1) First Step (the Director)

(a) If the grievance is not resolved informally, it shall be presented to the Director within five (5) calendar days of the informal meeting with the Patrol Commander. The grievance shall be presented in writing, clearly designated as a grievance, and must state the action or inaction complained of, the date

the action occurred or should have occurred, the provision of the contract alleged to be involved, the relief requested, and the grievance must be signed and dated by each of the grievants or, if the Association is the grievant, by the Association's authorized representative. Notwithstanding paragraphs 3(a)(1) and (2) of this section, a written grievance will not be timely unless filed in writing within fifteen (15) days of the action or failure to act, or, if the grieving party did not know of the action or failure to act when it occurred, then the written grievance will not be timely unless presented within fifteen (15) calendar days of when the grieving party should reasonably have known of the action or failure to act. An employee pursuing informal resolution of an otherwise timely grievance may request an extension of the fifteen (15) day period, which request will not be unreasonably denied.

- 12.194** (b) The Director, or his/her designee, shall reply to the grievant in duplicate within fifteen (15) days of the date the grievance was presented. The grievant may provide a copy to his/her representative if she/he so desires. If the grievant or the Association does not agree with the resolution of the grievance by the Director, then within fifteen (15) days of receipt of the reply, the grievant or the Association may refer the grievance in writing to the Manager of Labor Relations, provided that if the matter is not so referred in writing within this period of time, the grievance shall be considered to be withdrawn. **12.194**
- 12.195** (2) Second Step (the Manager of Labor Relations) **12.195**
- (a) If the grievance is referred in writing by the Association to the Manager of Labor Relations, he/she or his/her designee may request written or oral information from the grieving party. The Manager of Labor Relations or his/her designee will respond in writing to the grievance within fifteen (15) days of receipt of referral of the grievance to the second step. In cases involving disciplinary suspension or termination, the Manager of Labor Relations or his/her designee will convene a fact-finding meeting, in which case the time for the second step grievance response will be fifteen (15) days after the close of the fact-finding meeting. If the reply at the second step is not satisfactory to the Association, then within fifteen (15) days after the written response, the Association may refer the grievance to arbitration by written notice to the Manager of Labor Relations; provided that if the matter is not so referred to arbitration within fifteen (15) days, the matter shall be considered to be resolved on the basis of the reply at the Second Step and further action shall be deemed to be waived.

- 12.196** (b) If there is no reply by the University at either step, absent agreement to extend the time limit to reply, the Association may notify the University of its referral of the grievance to the next step in accordance with the procedures of this Agreement. **12.196**
- 12.197** (3) Arbitration **12.197**
- (a) Selection of an Arbitrator
- When either the Association or the University has requested arbitration in accordance with this Article, the parties shall within fifteen (15) calendar days after receipt of the referral to arbitration, select an arbitrator.
- Armon Barsamian
Howard Block
Barbara Chvany
John Kagel
Christina Knowlton
Gerald McKay
Kenneth Silbert
Francis Walsh
- 12.198** (b) Hearing **12.198**
- The hearing shall be scheduled to be held as soon as possible giving due consideration to the schedules of the representatives of the parties, witnesses and the arbitrator. After such hearing, the arbitrator shall render as soon as possible a decision which shall be final and binding on all parties, but the arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement or any appendices.
- 12.199** (c) Costs **12.199**
- The cost of the arbitrator, including the cost of any hearing room if a non-University facility is required by the arbitrator or through circumstances beyond the control of the University, and the cost of a shorthand reporter, shall be borne equally by both parties. Each party to the arbitration shall bear the cost of their own attorney's or other representative's compensation and other expenses, except as explicitly provided in this subparagraph.
- 12.200** **B. Complaint** **12.200**

If the University believes the Association or any of its representatives is failing to adhere to its obligations under this Agreement, it may so notify the Association, within fifteen (15) calendar days of the alleged failure, in a written complaint which sets forth the action or in action complained of. If the Association does not reply within fifteen (15) calendar days in a manner satisfactory to the University, the University may move the complaint to arbitration.

12.201 C. Representation 12.201

An employee may be represented in the informal stage of the grievance procedure by any bargaining unit member, and in the first and second steps of the formal grievance procedure by a duly authorized representative of the Association. For purposes of this paragraph, a duly authorized representative of the Association does not include an attorney. At any stage of the grievance procedure up to step three an employee may represent herself/himself.

12.202 D. Non-Complaint Resolution 12.202

The procedures set forth in this Article are not intended to foreclose informal methods by which employees may bring complaints or problems to the attention of departmental management for appropriate resolution. The parties intend, however, that the procedures set forth herein shall be in lieu of any other formal procedure established by the University for resolution of employee grievances and shall be the exclusive procedure for resolution of grievances or other disputes between the Association and the University. To the extent permitted by law, the Association waives any right any individual employee covered by this Agreement may have to pursue a claim against the University in any other forum concerning matters which arise under this Agreement. Any dispute concerning whether a claim is or is not waived by the terms of this paragraph shall be resolved in accordance with the provisions of this Article.

12.203 E. Extensions 12.203

Any of the time limits set forth in this Article may be extended by mutual agreement by the Association and the University.

ARTICLE XIII: No Strike - No Lockout

13.204 13.204

The Association agrees that neither the Association nor any of the employees covered by this Agreement will collectively, concertedly, or individually engage in or participate, directly or

indirectly in any strike, picketing, slowdown, stoppage or any other interference with, or interruption of, the work operations of the University during the term of this Agreement; and the University agrees that during the term of this Agreement it will not lockout any of the employees in the bargaining unit covered by this Agreement.

- 13.205** Employees who violate these provisions shall be subject to disciplinary action – including discharge; and any claim by either party against the other of a violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. **13.205**

ARTICLE XIV: Association Security

- 14.206** Each employee covered by this Agreement shall within thirty-one (31) calendar days after the execution of this Agreement or the date of his/her employment within the unit covered by this Agreement, whichever is later, as a condition of continued employment, apply for and thereafter maintain membership in the Association to the extent of tendering the regular periodic membership dues uniformly required as a condition of membership; provided that any employee will be deemed to have satisfied his/her obligations under this Article for any period for which he/she has had a payroll deduction authorization on file with the University in accordance with Article XV of this Agreement. Upon receipt of written notice from the Association of the failure of any employee to make timely tender to the Association of periodic dues, the University within fifteen (15) calendar days shall separate the employee from employment for just cause. No employee shall be separated from employment for non-membership in the Association if the University has reasonable grounds for believing that the Association's request is for reasons other than the failure of the employee to tender periodic dues uniformly required as a condition of membership in the Association. **14.206**

ARTICLE XV: Payroll Deduction of Association Dues

- 15.207** When authorized in writing by an employee covered by this Agreement witnessed in writing by a duly authorized Association representative on the authorization form set forth in this Article, the University will deduct from the wages of said employee, in the manner and to the extent described below, the sum certified by the Association as the periodic dues uniformly required by the Association as a condition of **15.207**

membership.

15.208 A. Deduction Authorization 15.208

No such authorization shall be effective until 30 days after the Association has filed with the Director a certification which is signed and dated by the Association's President and Treasurer and states the amount of monthly dues uniformly required as a condition of membership. Said certification shall be effective for the duration of this Agreement unless modified by the filing of a new certification specifying a different sum; provided that no more than two (2) new certifications will be filed in any calendar year and, if so filed, will be effective for deductions from payroll for the period ending thirty (30) days after each such new certification.

15.209 B. Deduction Period and Waiver 15.209

All monthly deductions pursuant to this Article shall be from the last pay period of each month and shall be paid to the Association by the end of the following month. The deduction shall be waived for any employee whose paycheck for the applicable pay period, after all other deductions have been made is less than the sum certified in accordance with paragraph A of this Article and the University shall have no obligation to deduct the amount thus waived from any succeeding paycheck of the employee.

15.210 C. Authorization Format 15.210

The employee's authorization shall be in writing in the format prescribed in Appendix B.

15.211 D. Revocation Notification 15.211

Within seven (7) calendar days of the University's receipt of an employee's written revocation of a payroll deduction authorization, the University shall inform the Association of such revocation.

15.212 E. University Liability 15.212

It is understood and agreed that the University assumes no liability for the consequences of any failure to make dues deductions or mistakes in connection therewith, and all disputes and adjustments shall be matters to be settled between the Association and the employee involved. The Association shall indemnify, defend and save the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of (1) action taken

by the University in terminating an employee for failure to tender regular periodic membership dues or (2) action taken or not taken by the University in the deduction and remittance of Association dues as described in this Article.

ARTICLE XVI: Association Business

16.213 A. Representative and Time Off 16.213

The Association shall designate one employee to serve as its authorized representative, and three other employees one of whom to serve as an alternate in the absence of the authorized representative, for purposes of dealing with grievances or complaints in accordance with the Grievance and Arbitration Procedure described in Article XII. The designated representative or alternate shall be allowed, with the prior concurrence of his/her immediate supervisor, reasonable time off, not to exceed the cumulative total for the authorized representative and three alternates of 120 hours in any twelve (12) month period, or thirty (30) hours in any one (1) month, without loss of compensation for all activities involved in the handling of grievances or complaints, from initial investigation through any arbitration proceedings. The Association shall notify the University in writing of its designated authorized representative and alternates.

16.214 B. Additional Time Off 16.214

Upon request, the Director may, in his/her discretion, grant an employee additional time off for Association business, provided that in no case shall the granting of such a request be deemed to establish a precedent for the disposition of any future request.

16.215 C. Committee on Police Concerns 16.215

1. Composition

The Committee on Police Concerns (CPC) is a joint University/Association committee consisting of two bargaining unit employees selected by the Association, two Department representatives selected by the University, and, when requested by either the Association or the Department, the Manager of Labor Relations or his/her designee.

16.216 2. Responsibilities 16.216

To exchange information and consult concerning items of mutual concern relating to the Department including investigation procedures and protocols for critical incidents as

defined by the committee (effective January 1, 1996).

16.217 **3. Procedures and Meetings** **16.217**

The CPC shall meet at least quarterly on dates mutually agreed upon by the designated representatives of the parties; however, a meeting will be ordinarily held at least once each two (2) calendar months, scheduled at a date and time mutually convenient. The CPC shall discharge its responsibilities in accordance with procedures mutually agreed upon by those representatives.

16.218 **D. General Information** **16.218**

The University shall provide data monthly to the Association on each of its members specifying his/her name, job classification, birthday, gender, ethnic designation, date of hire, pay scale step, and basic health plan.

16.219 **E. Retirement Plan ERISA Statement** **16.219**

As specified by the appropriate retirement plan, the University will provide annual ERISA statements directly to the employees.

16.220 **F. Use of University Property** **16.220**

With the permission of the Department, the Association representatives may use normal internal University communication channels (such as phones and interdepartmental mail, the computer system and peripherals, and copier equipment in the assessment, investigation, preparation, and presentation of Association representation of its members in a disciplinary investigation or grievance matter, and for other legitimate Association business related to the bargaining unit. Use of any equipment shall only be at a time convenient to the Department. All expenses incurred will be borne by the Association.

ARTICLE XVII: Seniority

17.221 **A. Seniority -- Definition** **17.221**

Seniority is defined as the length of continuous regular full time employment subject to conditions set forth in this Article, of an employee since his/her most recent employment date with the Department.

17.222 **B. Continuity of Service** **17.222**

Continuity of service shall be considered broken by any of the

following occurrences:

1. Resignation from University employment.
2. Termination for just cause, or in the case of a probationary employee, for any cause.
3. Any period of layoff due to curtailment of work or operations if such period of layoff exceeds one calendar year.
4. Any period of authorized leave of absence if the employee granted such leave fails to return upon the expiration of such authorized leave.

17.223 C. Order of Seniority 17.223

For employees with equal length of continuous service, order of seniority shall be determined by lot in a manner and time to be determined by the Director of the Department.

17.224 D. Seniority Lists 17.224

The Director of the Department shall post a seniority list for each classification covered by this Agreement on December 1 of each year.

17.225 E. Use of Seniority 17.225

1. Vacations and Layoffs

Seniority as defined above shall govern the selection of vacations as set forth in Article VI and the order of layoffs as set forth in Article XVII.

17.226 2. Deputy Sheriff Shift Selections 17.226

Seniority will be used in Deputy Sheriff shift selections as set forth in Article III.

17.227 3. CSO Shift Transfers 17.227

The request of a CSO to transfer from his/her assigned shift to an open CSO position on another shift will be granted based upon seniority, provided that in the judgment of the Department existing qualifications, skills, ability are equal, and such transfer is consistent with Departmental training and staffing requirements. Nothing in this section shall restrict the Department's right to evaluate a CSOs qualifications, skills, and ability before considering the appropriateness of seniority as a factor.

17.228 4. For all other purposes the seniority lists shall be strictly 17.228

advisory to be used in the discretion of the Director.

17.229 5. Pension benefits are calculated as provided by the pension plans described in Article V.F. **17.229**

17.230 F. Staff Reductions 17.230

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.

17.231 2. Selection Criteria 17.231

Within the selection group seniority as defined above shall govern the order of layoff if skill, ability and demonstrated performance are substantially equal; provided that employees within the selection group who are still in the probationary period shall be the first laid off.

17.232 3. Layoff Notification 17.232

a. When the University determines that layoffs are to occur, the Department must 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.

17.233 b. Policy on payment of severance pay 17.233

Severance allowance is based upon length of continuous University employment, including employment not with the Department. Upon permanent layoff each employee with one (1) year or more of continuous University employment will receive a severance allowance from the University. Severance pay will be calculated by using either the base monthly pay at the time of layoff or the average base monthly pay earned over the immediately preceding twelve (12) months, whichever is greater, except that in no case will severance pay be greater than the amount the employee would have earned between the time of layoff and the date of normal retirement. Severance allowance will be paid in accordance with the following schedule:

17.234	<u>Years of continuous regular University employment</u>	<u>Severance pay eligibility in months of base pay</u>	17.234
---------------	---	---	---------------

1 year but less than 2	.5
2 years but less than 4	1
4 years but less than 7	2
7 years but less than 10	3
10 years but less than 12	4
12 years but less than 14	5
14 years but less than 16	6
16 years but less than 18	7
18 years but less than 20	8
20 years but less than 22	9
22 years but less than 24	10
24 years but less than 26	11
26 years or more	12

An employee who resigns after having received written notification of permanent layoff is entitled to receive severance pay.

17.235 c. Definition of base monthly pay **17.235**

As used in this Agreement for purposes of determining severance pay, base monthly pay for employees is defined as follows: For salaried employees the base monthly pay means earnings during one calendar month. It excludes any premium pay, shift differentials, multiple shift compensation, or pay for overtime.

17.236 d. Policy of repayment of severance pay when bargaining unit employee is reemployed within one year after beginning of layoff. **17.236**

An employee who has received severance pay from the University and who is reemployed by the University before the end of the period of severance pay eligibility (see 3.b. above) may retain that portion of the severance pay equal to the base pay he/she would have earned if not laid off less any unemployment compensation received. The balance of the severance pay is to be repaid, either in full at the time of reemployment or by payroll deduction authorized in writing by the employee. If the latter, the schedule of repayment will be established by written agreement between the employee and the Executive Director of Human Resources or his/her

designee.

17.237 4. Reemployment Preference **17.237**

An employee laid off in accordance with this Article shall be accepted for employment as provided below, if he/she then possesses sufficient skill and ability without additional training (as differentiated from orientation), to perform the actually expected work, provided such employee has made written application for the job prior to the end of the period during which the opening is posted in the Department of Personnel and Employee Relations. The reemployment preference of a laid off Deputy Sheriff applies to job openings in the Deputy Sheriff classification, and is contingent upon the laid off Deputy Sheriff's regaining deputization status as a Reserve Deputy Sheriff. The reemployment preference of a laid off CSO applies to job openings in the CSO classification. An employee so laid off shall retain such reemployment preference for a period of one (1) year from the date of his or her layoff, except such preference shall terminate if the employee either does not accept in writing, within seven (7) calendar days an offer of a position to which the reemployment preference applies, or fails to begin work in such a position within fourteen (14) calendar days of such offer.

ARTICLE XVIII: Meals, Rest and Travel Expenses

18.238 A. Meal Breaks **18.238**

1. All employees covered by this Agreement shall have a meal period of one-half (1/2) to one (1) hour during each regular workday as determined by the Department. Meal breaks will normally be scheduled near to the middle of the employee's assigned shift and, except in emergencies, not more than five (5) hours after the start of the work day.

18.239 2. The meal period shall be paid time if the Department requires the employee to be on duty and immediately available to call. The meal break shall otherwise be without pay. **18.239**

18.240 3. Whenever an employee travels more than fifteen (15) miles from the University while on duty and the Department requires that said travel take place outside the employee's scheduled hours of work but during the employee's normal meal period, the employee's reasonable and necessary meal cost will be paid by the Department upon appropriate verification. At the supervisor's discretion, during scheduled hours of work the employee's meal may be paid by the Department on a case-by- **18.240**

case basis.

18.241 B. Rest Break 18.241

Employees covered by this Agreement shall be entitled to a paid rest break of fifteen (15) minutes for each four (4) hour period worked. Such rest breaks may be taken as needed provided there is no conflict with operational needs as determined by the employee's supervisor.

18.242 C. Travel Expenses 18.242

1. Employees required by the Department to use personal vehicles for official University business will be compensated at such rate as may be generally applicable to University employees.

18.243 2. Employees who use University vehicles for authorized University business will be compensated for any necessary and reasonable vehicle operating expenses incurred by the employee. 18.243

2. Employees who use University vehicles for authorized University business will be compensated for any necessary and reasonable vehicle operating expenses incurred by the employee.

18.244 3. Necessary and reasonable expenses of employees due to travel required by the Department for official University business will be reimbursed according to University policies generally applicable to employees, providing that Departmental travel procedures have been followed. 18.244

3. Necessary and reasonable expenses of employees due to travel required by the Department for official University business will be reimbursed according to University policies generally applicable to employees, providing that Departmental travel procedures have been followed.

ARTICLE XIX: Separability and Savings Clause

19.245 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph or subparagraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such paragraph or subparagraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Should such invalidation adversely affect the rates of pay, wages, hours of employment, or other conditions of employment of any employees covered by this agreement, the parties shall meet promptly to negotiate such substitute provisions as are legally permissible and consistent to the extent practicable with the original intentions of the parties. 19.245

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph or subparagraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such paragraph or subparagraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Should such invalidation adversely affect the rates of pay, wages, hours of employment, or other conditions of employment of any employees covered by this agreement, the parties shall meet promptly to negotiate such substitute provisions as are legally permissible and consistent to the extent practicable with the original intentions of the parties.

ARTICLE XX: Duration Of Agreement

20.246 The Agreement shall become effective on its date of execution and shall continue in effect to and including July 31, 2007, and from year to year thereafter unless, at least ninety (90) days prior to July 31, 2007, or at least ninety (90) days prior to any subsequent anniversary date thereafter, either party serves written notice upon the other party of its desire to terminate or to make changes in this Agreement. If the notice given is one of desire to make changes in this Agreement, the party serving such notice must deliver to the other party, at least sixty (60) days prior to July 31, 2007, or at least sixty (60) days prior to any subsequent anniversary date thereafter, a written document setting forth the changes desired. **20.246**

20.247 The University's recognition of the Association as provided in Article I of this Agreement is predicated on the assumption that the Association is an independent union as certified by the National Labor Relations Board. If at any time during the term of this Agreement, the Association admits to membership, or is affiliated, directly or indirectly, with a labor organization which admits to membership, employees who are not guards within the meaning of the National Labor Relations Act, in contravention of Section 9(b)(3) of the NLRA, the University may at its option withdraw recognition of the Association until the Association severs its relationship with the non-guard labor organization and ceases to admit non-guard employees to membership. This Agreement shall be null, void and unenforceable by either party during the period in which the University has exercised its option under this provision as described above. **20.247**

ARTICLE XXI: Miscellaneous

21.248 A. Political Activities **21.248**
Except as otherwise provided by the law, and whenever on duty or in uniform, no employee shall be prohibited from engaging in, or be coerced or required to engage in, political activities.

21.249 B. Financial Disclosures **21.249**
No employees shall be required to disclose to the Department any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of is/her family or household) except for good cause (for example, to determine whether an employee has a conflict of interest with respect to the performance of his/her job duties, or whether he/she should be selected to undertake

an assignment that may pose an unusual risk of solicitation or coercion to participate in improper activities for personal gain).

21.250 C. Search of Locker or Storage Space 21.250

The privacy of each employee's locker or individually assigned storage space shall be respected and these areas shall not be searched by the Department except for good cause and notice as defined below, providing said notice would not unreasonably delay the search. Advance notice will be given to the employee by the Department or, if the employee is not reachable, a member of the Association. Either the employee or the member of the Association, as the case may be, will be given an opportunity to be present at the search.

21.251 D. Polygraph Examination 21.250

No officer shall be required to submit to a polygraph against his/her will. No disciplinary action shall be taken against an officer for refusing to submit to a polygraph examination. No record shall be made of the refusal, nor shall the fact of the refusal be used in proceedings under this Agreement.

21.252 E. Special Draw 21.252

In an emergency, at the discretion of the University, a worker may draw an advance of one week's pay.

21.253 F. Garnishment 21.253

An employee shall not be disciplined solely because the University has received a garnishment notice for his/her wages. The University shall attempt to inform the employee of the garnishment notice reasonably promptly after the University receives notice of it. This provision shall not alter departmental rules and regulations concerning officer conduct on- or off-duty.

21.254 G. Telephone Calls While off Duty 21.254

Telephone calls to bargaining unit employees within six (6) hours after they have gone off duty shall be limited to those occasions when Departmental supervision determines such contacts are required because of immediate operational needs or an emergency.

The undersigned, as authorized representatives of the respective parties, attest the ratification and approval of this Agreement.

For the Board of Trustees
of the Leland Stanford Junior University

For the Stanford
Deputy Sheriffs' Association

Keith I. Smith
Manager of Labor Relations

Harris Kuhn
President

**STANFORD DEPUTY SHERIFFS' ASSOCIATION
STANFORD UNIVERSITY
AGREEMENT
2004-2007**

APPENDICES AND SIDE LETTERS

APPENDIX A

THE STANFORD UNIVERSITY DEPARTMENT OF PUBLIC SAFETY WORK CONNECTED DISABILITY PLAN

A255	1. Purpose of Plan	A255
	<p>Under the terms and conditions specified herein this Plan provides for a disability income and other benefits to eligible employees who are disabled as a result of a work-connected illness or injury for longer than ten (10) consecutive days.</p>	
A256	2. Definitions	A256
	a. Injury - Injury means bodily injury caused by accident.	
A257	b. Illness - Illness means sickness or disease causing disability.	A257
A258	c. Disability - During the waiting period plus the following two (2) years the term disability means the inability of the employee to perform the duties of his/her job classification held at the time of disability, which inability is caused by illness or injury and is substantiated as set forth in paragraph 5 below. Thereafter the term disability means the inability of the employee to perform the duties of any gainful occupation for which the employee may become reasonably fitted by training, education, or experience, which inability is caused by illness or injury and is substantiated as set forth in paragraph 5 below.	A258
A259	d. Work-Connected Disability - A work-connected disability is a disability arising out of and occurring in the ordinary course of employment in the Stanford University Department of Public Safety, in the classification of Deputy Sheriff or Community Service Officer. Without otherwise limiting the meaning of ordinary course of employment, a disability arising out of or occurring in the course of "horseplay", "roughhousing", or non-mandatory athletic or physical conditioning activities shall not be considered as arising out of or occurring in the ordinary course of employment in the Stanford University Department of Public Safety for the purposes of this Plan.	A258
A260	e. Eligible Employees - An eligible employee is an individual who on the date of work-connected disability is employed full time in a Stanford University Department of Public Safety job classification within the bargaining unit represented by the Stanford Deputy Sheriffs' Association, i.e., the Deputy Sheriff	A260

and Community Service Officer job classifications.

A261 f. Waiting Period - The waiting period is the period of ten (10) consecutive days of disability commencing from the first day of a work-connected disability which was incurred after the effective date of coverage for an eligible employee. **A261**

A262 g. Equivalent Monthly Pay - For a full time employee working an average of forty (40) regularly scheduled hours per week, Equivalent Monthly Pay is the amount calculated by multiplying the employee's base hourly rate at the date of disability times 2080 hours, and dividing the resulting product by twelve (12) months. **A262**

A263 h. Normal Retirement Date - the words "Normal Retirement Date" shall mean the following: **A263**

A264 (i) with respect to CSOs, the last day of the month during which age 65 is attained; **A264**

A265 (ii) with respect to Deputy Sheriffs, the last day of the month during which age 55 is attained or the completion of ten years of service, whichever is later. **A265**

A266 3. Effective Date of Coverage **A266**

An eligible employee shall be covered under this Plan commencing on September, 1975, or after commencement of full time employment in the Department, whichever is later, except that eligible employees receiving Long Term Disability Benefits as of September, 1975, because of work-connected disability shall receive the University Health Care contributions specified in paragraph 4.c. retroactively from July 1, 1975.

A267 4. Benefits Under the Plan **A267**

a. An eligible employee who becomes disabled from a work-connected disability after the employee's effective date of coverage here under shall be entitled to receive during the Period of Benefits defined in paragraph 4.e. below, monthly payments from the Plan equal to sixty-six and two-thirds percent (66-2/3%) of his/her Equivalent Monthly Pay plus the contributions set forth in paragraph 4.c. below, reduced by "Other Income Benefits" which the disabled individual may receive or be eligible to receive for the same period of time for which a monthly benefit is payable.

A268 b. Other Income Benefits - "Other Income Benefits" include: **A268**

- (1) Any amount provided under any Workers' Compensation Law, Occupational Disease Law, or any other similar Act or Law.
- A269** (2) The Federal Old Age and Survivor's Insurance Act (including any benefits payable to the employee's spouse or children due to the employee's disability), but benefits under the Plan shall not be reduced by any future increase in the level of benefits under the Federal Social Security Disability Program which are enacted after disability payments from this Plan have commenced. **A269**
- A270** (3) State Disability Insurance (S.D.I.) and any other plan providing benefits for loss of time from employment or disability pursuant to any compulsory benefit Act or Law of any Government. **A270**
- A271** (4) Any other plans providing disability income benefits. **A271**
- A272** (5) Wages earned from Stanford or any other employment or employer, except that any payments from rehabilitation or other employment approved by Stanford in advance, shall reduce disability benefits only to the extent that such wages together with the disability benefits set forth in paragraphs 4.a. and 4.b.1 through 4.b.4 exceed one hundred percent (100%) of the employee's Equivalent Monthly Pay. **A272**
- A273** (6) Retirement benefits payable under University sponsored or University-funded plans commencing on the earlier of (i) the Participant's Normal Retirement Date or (ii) the date of actual receipt. For the purpose of determining the reduction to Plan benefits, in the absence of an employee's election to the contrary, retirement benefits shall be those which would be payable under a Life Annuity with a ten (10) year certain period. Determination of such benefits shall be made in accordance with the actuarial assumptions then in use under the respective University retirement plans. **A273**
- A274** c. University Health Care Contributions – During the Period of Benefits as specified in paragraph 4.e. below, the University shall make monthly health care contributions toward the monthly premium costs of a disabled employee's participation in Stanford health plans. Such monthly University health care contribution shall be an amount equal to (1) the monthly premium cost for employee coverage in the least expensive Stanford base health plan, plus (2) the monthly premium cost for employee coverage in Stanford's major medical plan, if any. Health plan premiums **A274**

for dependent coverages shall be paid by the disabled employee.

A275 d. Leave of Absence - An employee who suffers a work-connected disability shall be placed on leave of absence status commencing with the day the work-connected disability was incurred and ending with the earliest of: **A275**

(1) Such time as he/she is determined to be no longer disabled.

(2) Such time as he/she is determined to be permanently disabled.

(3) The date one (1) year and forty-five (45) days following the date the disability was incurred.

A276 e. Period of Benefits - An eligible employee who suffers a work-connected disability shall be eligible to receive Plan payments and benefits as described in section 4 of this Plan commencing after the waiting period. Such payments and benefits shall continue until the earliest of: **A276**

1) Such time as he/she is no longer disabled.

2) Such time as he/she elects to receive and commences receiving retirement income from any Stanford University retirement or pension plan to which the University contributes.

3) The date determined with reference to the following table:

<u>Age at Disablement</u>	<u>Date Benefits Terminate</u>
61 or younger	Attainment of age 65
62 but not yet 63	3 years and 6 months after Date of Disability
63 but not yet 64	3 years after Date of after Date of Disability
64 but not yet 65	2 years and 6 months after Date of Disability
65 but not yet 66	2 years after Date of Disability
66 but not yet 67	1 year and 9 months after Date of Disability
67 but not yet 68	1 year and 6 months after Date of Disability
68 but not yet 69	Earlier of 1 year and 3 months

after Date of Disability or
attainment of age 70

69 but not yet 70

Earlier of 1 year after Date of
Disability or attainment of age
70

A277 The benefit durations specified are intended to provide compliance with the Age Discrimination in Employment Act, as amended, and will be revised as necessary to accomplish such compliance. **A277**

A278 5. Proof of Disability **A278**

Upon initial injury on the job, an employee who claims a work-connected disability may request initial medical treatment by a physician designated by the University and such initial treatment rendered on the day of injury shall be at the University's cost. Otherwise, the employee shall provide at his/her own cost a physician's report which support his/her claim of disability, which report shall be submitted on a form provided by the University and shall first be furnished along with the individual's initial claim. Subsequent to submission of the initial claim the University may require additional reports from the employee's physicians at the employee's cost to be furnished as frequently as the University may specify. The University may from time to time also require an employee claiming or receiving benefits under the Plan to submit to an examination by one or more physicians designated by the University at no cost to the employee. If such reports are not furnished in a timely manner, or, the employee fails to submit examinations by physicians designated by the University, or if the existence of disability is not substantiated through such examinations by physicians designated by the University, then no further benefits shall paid or extended under this Plan.

A279 6. Mental and Nervous Disorders **A279**

If the cause of disability is mental illness or functional nervous disorder not more than a life-time total of twenty-four (24) monthly benefit payments shall be made to an employee while so disabled but not confined as an in-patient in a hospital. Thereafter, benefit payments will be made to an employee only if institutionalized or receiving treatment under a Stanford approved program of rehabilitation. The fact that this paragraph appears in this Plan shall not be considered in deciding whether such a disability is a work-connected disability.

- A280** 7. Recurrent Disability **A280**
- If following a period of work-connected disability for which payments or other benefits were paid or extended, under this Plan, the employee shall resume his/her job and perform the duties thereof for a continuous period of twelve (12) months or more, subsequent disability resulting from or contributed to by the same cause shall be considered a new disability and subject to the waiting period.
- A281** 8. Exceptions **A281**
- The Plan does not cover disability from: a) an injury or sickness for which the employee is not under the care of a qualified physician or Christian Science practitioner; b) the employee's commission of a felony; c) an intentionally self-inflicted injury; d) a condition for which the employee had medical care or treatment within three (3) months prior to his/her date of employment in the Stanford University Department of Public Safety until the employee has been on the job continuously for one (1) year without loss of time because of that specific condition.
- A282** 9. Acts of Third Parties **A282**
- If an employee is injured through the acts or omissions of another person or organization, Stanford University shall provide the benefits of this Plan only on condition that the employee shall agree in writing:
- A283** (a) To reimburse Stanford University for the full amount of payments made under the terms of this Plan immediately upon receipt of the proceeds of any settlement of, or judgment in, an action at law, arbitration, claim, or other proceeding to determine said employee's rights of recovery arising out of said injury, said employee shall execute and deliver instruments and papers and do whatever else is necessary to secure the rights of Stanford University to reimbursement out of such proceeds; said employee shall do nothing to prejudice such rights. **A283**
- A284** (b) To provide Stanford University with a lien on the proceeds described above, to the extent of the full amount of payments made under the terms of this plan; said lien may be filed with the person or organization whose act or omission injured the employee, with his (its) Agents, or may be filed with the Court. **A284**
- A285** (c) To provide Stanford University with a credit against payments to be made in the future under this Plan; said credit **A285**

shall be equal to the proceeds above described, less any amount paid to Stanford University by way of reimbursement.

A286 (d) That, to the extent permitted by law, at the request of the University, the employee will make every reasonable effort to pursue any rights of recovery the employee may have against third parties arising out of said injury, and will otherwise cooperate with the University in every reasonable way in securing such recovery. **A286**

A287 10. L.T.D. Exclusion **A287**
Any disability covered under the terms of this Plan shall be excluded from coverage under the Long Term Disability program referred to in Article V, paragraph H.1. of the current collective bargaining agreement between the Board of Trustees of The Leland Stanford Junior University and the Stanford Deputy Sheriffs' Association, or to any successor Plan.

APPENDIX B

DUES DEDUCTION AUTHORIZATION FORM

I hereby authorize the Board of Trustees of The Leland Stanford Junior University (hereinafter called the "University") to deduct from my wages each month the sum certified by the President and Treasurer of the Stanford Deputy Sheriffs' Association (hereinafter called the "Association") as the periodic dues uniformly required as a condition of membership in the Association and to remit the sums deducted to the Association in accordance with the terms of the collective bargaining agreement currently in effect between the Association and the University and with federal law.

The authorization shall be automatically canceled at such time as I am no longer employed in the bargaining unit represented by the Association at the University but shall otherwise remain in effect until revoked by me in writing; provided that any revocation shall not be effective for any payroll period which has elapsed as of the time the revocation is received by the University.

Name of Employee

Date of Execution

Signature of Employee

Employee's Social Security Number

Address of Employee

Witnessed by

Association Representative

Date

(Side Letter No. 1)

August 1, 2004

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, California 94309

Dear Stanford Deputy Sheriffs' Association:

This will record the agreement between the University and the Association to continue the parameters for a four-ten (4x10) scheduling plan for Deputy Sheriffs, as developed and implemented in accordance with the University's letter to the Association of September 30, 1977. The letter sets out certain operational details of the four-ten plan, as it currently exists.

Accrual rates for any sick leave, vacation or other paid time off benefits shall be computed on the basis of an eight (8) hour day. Sick leave, vacation and other paid time off shall be charged on the basis of the actual number of hours used by the employee for any such leave from his/her ten-hour workday.

The work week for overtime purposes shall be Sunday through Saturday for Deputy Sheriffs working a four-ten schedule. All work performed by such employee in excess of (40) hours in a work week or in excess of ten (10) hours in a single workday shall be compensated at the rate of time and one-half the basic hourly rate. All work performed in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the basic hourly rate. The terms "workday" and "consecutive hours of work" for employees on the four-ten schedule are defined the same as in Article III C.1. of the Agreement between the University and the Stanford Deputy Sheriffs' Association.

Any employee who is required to work on the designated day of observance for any University holiday will receive pay at time and one-half the basic hourly rate for the hours actually worked on the holiday in accordance with Article VI.B. of the Agreement between the University and the Association. Additionally, the employee will receive either another eight (8) hour day off with regular pay to be arranged at the mutual convenience of the employee and the Department or an additional eight (8) hours of pay at the basic hourly rate.

The Association understands that the University may choose to discontinue the four-ten schedule and temporarily institute another work schedule such as a five-eight, or a modified twelve hour per day schedule. Prior to any decision to permanently discontinue the four-ten schedule the University will notify the Association of its intent to discontinue the four-ten schedule. Additionally, the University agrees to meet with the Association, if the Association request such a

meeting within 5 days after receipt of notification of the University's intent. The university shall give full and fair consideration to the Association's position but if agreement cannot be reached the department may proceed to implement the change after giving a minimum of seven (7) weeks prior notice to the affected employees.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter No. 2)

August 1, 2004

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, California 94309

Dear Stanford Deputy Sheriffs' Association:

This side letter will record the agreement between the University and the Association to establish parameters for a four-ten (4x10) scheduling plan for Community Services Officers. This letter sets out certain operational details for a four-ten plan such as currently exists for Deputy Sheriffs.

Accrual rates for any sick leave, vacation, or other paid time off benefits shall be computed on the basis of an eight (8) hour day. Sick leave, vacation and other paid time off shall be charged on the basis of the actual number of hours used by the employee for any such leave from his/her ten (10) hour workday.

The work week for overtime purposes shall be Sunday through Saturday for Community Services Officers working a four-ten schedule. All work performed by such employees in excess of forty (40) hours in a work week, or in excess of ten (10) hours in a single workday shall be compensated at the rate of time and one-half the basic hourly rate. The terms "workday" and "consecutive hours of work" for employees on the four-ten schedule are defined the same as in Article III.C.1 of the Agreement between the University and the Deputy Sheriffs' Association.

Any employee who is required to work on the designated day of observance for any University holiday will receive pay at time and one-half the basic hourly rate for the hours actually worked on the holiday in accordance with Article VI.B of the Agreement between the University and the Association. Additionally, the employee will receive either another eight (8) hour day off with regular pay to be arranged at the mutual convenience of the employee and the Department, or an additional eight (8) hours of pay at the basic hourly rate.

The Association understands that the University may choose to discontinue the four-ten schedule and temporarily institute another work schedule such as a five-eight or a modified twelve hour per day schedule. Prior to any decision to discontinue permanently the four-ten schedule, the University will notify the Association of its intent to discontinue the four-ten schedule. Additionally, the University agrees to meet with the Association, if the Association request such a

meeting within five (5) days after receipt of notification of the University's intent. The University shall give full and fair consideration to the Association's position; but if agreement cannot be reached, the Department may proceed to implement the change after giving a minimum of seven (7) weeks prior notice to the affected employees.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter No. 3)

August 1, 2004

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, California 94309

Dear Stanford Deputy Sheriffs' Association:

This side letter will confirm our agreement that if, during the term of this Agreement, the University or any of its divisions or departments establishes a childcare grant pilot or program that is applicable to non-bargaining unit, non-exempt employees, it will extend the benefits or such program to members of the bargaining unit on the same basis and under the same terms and conditions as apply to non-bargaining unit, non-exempt employees, without the need for further negotiation.

If during the term of this Agreement, the University or any of its divisions or departments abandons any childcare grant pilot or program that has been established for non-bargaining unit, non-exempt employees, such program as it was applicable to members of the bargaining unit will also be abandoned without the need for further negotiation.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter No. 4)

August 1, 2001

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, California 94309

Dear Stanford Deputy Sheriffs' Association:

This side letter will confirm our agreement that if the University establishes or permits any of its departments or division to establish a sign-on bonus for new employees that is applicable to non-bargaining unit nonexempt employees, the benefits(s) of the same program may be extended by the Department of Public Safety to new employees into the bargaining unit on the same basis and under the same terms and conditions as apply to non-bargaining unit nonexempt employees, without the need for further negotiations.

If during the term of this Agreement, the University or the Department of Public Safety abandons any sign-on bonus program that has been established for non-bargaining unit nonexempt employees, such program as it was applicable to members of the bargaining unit will also be abandoned without the need for further negotiation.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter No. 5)

August 1, 2004

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, California 94309

Dear Stanford Deputy Sheriffs' Association:

This side letter will confirm our agreement that if, during the term of this Agreement, the University or any of its divisions or departments establishes an employee job referral bonus program that is applicable to non-bargaining unit, non-exempt employees, it will extend the benefits of such program to members of the bargaining unit on the same basis and under the same terms and conditions as apply to non-bargaining unit, non-exempt employees, without the need for further negotiations.

If during the term of this Agreement, the University or any of its divisions or departments abandons any employee job referral bonus program that has been established for non-bargaining unit, non-exempt employees, such program as it was applicable to members of the bargaining unit will also be abandoned without the need for further negotiations.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter No. 6)

August 1, 2004

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, CA 94309

Dear Stanford Deputy Sheriffs' Association:

This side letter will confirm our agreement that, during the first six (6) months of the term of this Agreement, the Association and the University will meet to discuss the possible establishment and implementation of a Catastrophic Leave Program that will involve the contribution of workers' accrued vacation leave and PTO.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter No. 7)

August 1, 2001

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, California 94309

Dear Deputy Sheriffs' Association:

Both the University and the Association agree that the authority to issue concealed weapons permits rests with the Chief of Police or Sheriff in the City/County where the Deputy Sheriff resides. Further, it is understood that the Stanford Department of Public Safety does not oppose an application for a concealed weapon permit by any individual Deputy Sheriff nor will the Department seek to prevent the granting of such permits. The Association understands however that should the Director or one of his/her officers be contacted by the Sheriff of the County or the Chief of Police of the city where the Deputy Sheriff resides, or a designee of the Sheriff or Chief of Police, concerning the qualifications, background or experience of any officer, whether or not such information is relevant to the granting of an application for a concealed weapon permit, the Director and his/her officers shall freely answer any such questions to the best of their knowledge.

The undersigned, as authorized representatives of the respective parties, attest the ratification and approval of this Agreement.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____
Signature

Title
For the Stanford Deputy Sheriffs' Association

Date: _____

(Side Letter 8)

August 1, 2004

Stanford Deputy Sheriffs' Association
Post Office Box 17626
Stanford, CA 94309

Dear Stanford Deputy Sheriffs' Association:

The Stanford Deputy Sheriffs' Association acknowledges that Deputy Sheriffs and Community Service Officers must be proficient in the skills required to perform all components of their jobs. Being able to perform those skills identified by the California P.O.S.T. Commission as perishable skills is of critical importance. For purposes of this side letter, perishable skills for deputies are defined as defensive and high-speed driving, firearms operation, alternative firearms force options, and arrest and control techniques and perishable skills for CSOs are defined as defensive driving and OC spray. If at a future date P.O.S.T. redefines perishable/critical skills to include any additional skills, those additional skills shall also be covered by this side letter.

The Department and the Association agree that, in lieu of placing a deputy or CSO on administrative leave without pay for failure to pass a skills test in any of the perishable skills areas, the deputy or CSO shall instead be assigned administrative duties at one wage step below his/her then current wage level for a period not to exceed thirty (30) calendar days or until he or she successfully passes the required skills testing, whichever comes first.

During this remedial period, the Department shall determine the employee's work schedule and provide remedial training for the employee during his/her normal working hours. The scheduling of the remedial training and skills re-testing shall be at the department's discretion. The Department shall make a good faith effort to provide remedial training as expeditiously as possible; however, operational needs and the availability of qualified instructors and facilities will impact how quickly remedial training can be scheduled.

If the employee does not successfully pass the required skills testing by the conclusion of the thirty (30) day period, the Department will handle the situation as a disciplinary matter.

Yours very truly,

Keith I. Smith, Manager of Labor Relations
For the Board of Trustees of
The Leland Stanford Junior University

Accepted By: _____

Signature

Title

For the Stanford Deputy Sheriffs' Association

Date: _____