

The University and FUPOA enter into the following Agreement as of December 19, 2006 to modify and extend the current Memorandum of Understanding covering sworn officers at the University of California (hereinafter "MOU")

I. WAGES

A. Fiscal Year 06-7

1. Effective November 1st, provide an additional 2% range adjustment;
2. Effective December 1st, eliminate the bottom two steps on the officers' salary range (first step will become current step 3).
3. Between December 1, 2006 and November 30, 2007 the following rules regarding merit increases shall apply:
 - a. Officers at current step 1 whose initial merit eligibility dates are between December 1, 2006 and May 31, 2007 will forego merit increases;
 - b. Officers at current step 1 whose initial merit eligibility dates are between June 1, 2007 and November 30, 2007 shall receive a ½ step increase on their anniversary date for performance rating of satisfactory or better;
 - c. Officers at current steps 2 or 2.5 whose next merit eligibility dates are between December 1, 2006 and May 31, 2007 shall receive a ½ step increase on their anniversary date for performance rating of satisfactory or better;
 - d. As of December 1, 2007 all of the officers referred to in this Section shall return to their regular merit eligibility and regular merit cycle; and
 - e. All other officers shall receive merit increases consistent with Article 30 Wages.
4. Except as otherwise agreed to, where the spreadsheet submitted by FUPOA on November 9, 2006 indicated that an officer at UCLA, UCR and UCSB should receive an equity increase of 2 steps, 1 step or .5 step, such officer shall receive 1 step, .5 step and .5 step, respectively. Such increases shall be effective January 1, 2007.
5. No later than January 31st, 2007, the University and FUPOA shall convene a systemwide labor management meeting to review the implementation of the salary adjustments made pursuant to this sideletter. In particular, the parties will 1) examine the impact on pay equity for officers who were at step

3 as of December 1, 2006 and 2) discuss measures to rectify any resulting inequities.

6. Within six (6) months of the date of this Agreement, the University and FUPOA shall hold local labor management meetings at Riverside and Santa Barbara in order to discuss market issues pertaining to those locations.

B. Fiscal Year 07-8

Subject to receipt of at least 4% in the budgetary allocation for general salary increases for FY 07-08 the University shall provide:

A 4% general range adjustment effective October 1, 2007;

C. Merit Steps

Conduct the regular merit program described more fully in the Wages Article.

II. UCRP BENEFITS

Beginning July 1, 2007, mandatory employee contributions to the UCRP will be restarted for Active Members (as that term is defined in the UCRP). The amount of each Active Member's contribution to UCRP will be calculated by the same formula currently used to determine the mandatory contribution to the Defined Contribution Plan (DCP) that UCRP eligible employees have been making in lieu of contributions to the UCRP. As of July 1, 2007, such contributions to the DCP will no longer be required. UCRP-eligible employees will see no loss in take home pay as a result of these changes.

III. DURATION

A. The terms and conditions of the MOU shall remain in full force and effect commencing on May 16, 2000 and shall terminate at 11:59 P.M. on June 30, 2008, unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of the MOU.

B. Neither party shall have the right or obligation to reopen any Article of the MOU for the duration of the MOU except as follows:

1. The University shall have the right to reopen the MOU for the sole purpose of negotiating range adjustments, if any, in accordance with this Agreement in FY 07-08 if the University receives less than 4% for a general salary increases in the final University budget.

2. If the University opts to exercise such right, the University shall provide written notice of its intent to reopen no later than fourteen calendar days following finalization of the State budget.

Negotiations shall commence within fourteen calendar days of the University's notice to FUPOA.

3. If the University receives from the State salary funds in addition to those that are specified in the Compact for FY 07-08 and the University allocates more than 1% in additional funds for general salary increases for FY 07-08, the Wages Article shall reopen for purposes of meeting and conferring over salary increases in FY 07 - 08.

4. During any period of negotiations on Wages and the UCRP Contributions the remainder of the MOU shall remain in full force and effect.

C. Successor Negotiations

1. In order to facilitate the negotiations of a successor to the MOU ("Successor Agreement"), the Association shall no later than April 1, 2008 serve upon the University of California Office of the President, Office of Human Resources and Benefits, Director of Labor Relations, written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Association's written initial proposals regarding a successor Agreement.

2. The University shall, no later than April 15, 2008 and following receipt of the Association's timely notice of its intent to negotiate a successor Agreement, present its written initial proposals regarding a Successor Agreement to the Association. Negotiations shall commence on or about May 15, 2008, unless otherwise mutually agreed to by the parties.

For FUPOA:



For the University:



Date:

12-19-06