

UW – WFSE AFSCME Council 28  
7/1/2017-6/30/2019

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON  
AND THE  
WASHINGTON FEDERATION OF STATE EMPLOYEES  
(Police Management Bargaining Unit)

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## **ARTICLE 1 - PREAMBLE**

- 1.1 This Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the "Employer" and the Washington Federation of State Employees Council 28, hereinafter referred to as the "Union."
- 1.2 Recognition. In accordance with the Department of Personnel Certification issued January 3, 2002, the Employer recognizes the Union as the sole and exclusive bargaining representative for all Sergeants and Lieutenants of the University of Washington Police Department for the purpose of representation and collective bargaining.

## **ARTICLE 2 - NONDISCRIMINATION**

- 2.1 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified disabled individual or a disabled veteran, Vietnam era veteran or other covered veteran or because of age, sex, (except where sex or age is a bona fide occupational qualification), sexual orientation, marital status, race, national origin, color, creed, religion, political beliefs, gender identification, or membership in a labor organization. Sexual harassment shall be considered discrimination.
- 2.2 Employees are encouraged to raise complaints of unlawful discrimination through internal prescribed University complaint procedures (Operations Manual D46.3). Employees may also seek relief through the appropriate local, state or federal agency charged with investigating such matters. Such complaints shall not be subject to the Grievance Procedure of this Agreement.

## **ARTICLE 3 - AFFIRMATIVE ACTION**

The Union and the Employer agree to abide with applicable statutory and administrative laws pertaining to equal opportunity and eliminate employment inequities suffered because of age, sex, race, color, creed, national origin, religion or physical disability.

## **ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 4.1 The Employer, through its designated management personnel, has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations, and to direct and assign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration but not limited to, the selection and hiring of employees, discipline (involuntary demotion, suspension, reduction in pay, and written reprimand) and discharge for just cause, classification, reclassification, layoff, promotion, demotion, reassignment or transfer, training of employees, establishment of work schedules in accordance with the contract, allocation of all financial and other resources, and control and regulation of the use of all

equipment and other property of the University. The Employer shall determine the method, technological means, number and kind, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.

- 4.2 Except as otherwise provided in this Agreement and this Article, nothing contained herein is intended to nor shall be construed as a waiver of the Union's right to compel bargaining prior to changes in any mandatory subject of bargaining.
- 4.3 It is understood and agreed that in order to maintain efficient operations, work may be transferred from the Police Officer unit or from the Chiefs into this unit, and from this unit either to the Police Officer unit or to the Chiefs. In the event that any proposed work transfer would result in an FTE reduction, the University would be required to bargain with the Union prior to such transfer.

#### **ARTICLE 5 - JOINT UNION/MANAGEMENT COMMITTEE**

- 5.1 The Joint Union/Management committee shall normally be composed of two members designated by the Union and one Union staff representative. The Employer shall be represented by at least one command level officer.
- 5.2 The purpose of the committee is to provide a forum for communication between the parties to this Agreement to deal with personnel matters of general Union/Management concern. The agenda shall be limited to items which are of a group rather than an individual interest or concern and shall not include individual grievances properly processed under the grievance procedure article.
- 5.3 Meetings of the Committee will be held as needed. Issues of an emergent nature shall be given agenda priority. Meetings of the Union/Management Committee shall normally be held during University business hours and at a mutually agreeable time and date. Participants shall experience no loss in salary for participating in the meetings; however, such time is not construed as work time, and no overtime shall be claimed or paid for meetings attended outside of an employee's regular work hours.
- 5.4 The Union/Management Committee shall have no bargaining authority; however, any agreements reached through this process shall be reduced to writing and supported by the unit representatives and management.
- 5.5 Copies of agreed upon minutes shall be furnished to each member of the Committee.
- 5.6 Disposition of matters covered in a Union/Management Committee shall not contradict, add to or otherwise modify the terms and conditions of the Agreement unless otherwise mutually agreed to in writing by the University and the Union.

## ARTICLE 6 - UNION DUES DEDUCTION

- 6.1 The Employer shall provide for payroll deduction of uniform union dues and fees for employees upon written authorization by the individual employee. Recognized union payroll deduction authorization cards which are submitted to the Employer's Payroll Office by the 15<sup>th</sup> day of the month shall become effective as of the first day of the next payroll period.
- 6.2 In order to cancel payroll deduction of union dues or fees, it is the sole responsibility of the employee to file a written notice with the Employer's Payroll Office and also to file written notice with the Union (Washington Federation of State Employees, 1212 Jefferson Street, Suite 300, Olympia, Washington 98501) thirty (30) calendar days prior to the effective day of the month following the 30-day period above.
- 6.3 Twice each month the Employer's Payroll Office will transmit the total deducted amount of dues and fee money to the Union's office which will include a) a listing of employees on payroll deduction including employee ID number, name, pay period, dues/fee amount and year-to-date dues/fee amount; c) a listing of employees with a change in deduction status and the reason for the change. When the Employer can provide this information electronically, it will do so in lieu of a hard copy.
- 6.4 Monthly, the Employer will electronically transmit to the Union the following information on bargaining unit employees: employee ID number, name, mailing address, bargaining unit code, home department, mailstop, classification code and title, total monthly wages earned from which union dues/fees are calculated, appointment start date, budget number, salary step, employment status [permanent, temporary, or cyclical] and percent of fulltime work. Similarly, semi-annually a copy of the computer listing of hourly student employees will be made available to the Union upon request.
- 6.5 The Employer will notify each employee hired into a bargaining unit position of the union shop requirement. All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or pay the applicable fee pursuant to RCW 41.80. In addition, the Employer will distribute a recognized union payroll deduction authorization card for dues/fees and a union contract to each new bargaining unit employee. The reproduction cost for union contracts will be jointly shared by the Employer and the Union. Failure by an employee to abide by the aforementioned provision of this Article shall constitute cause for discharge of such employee; however, the University has no duty to act until the Union makes an appropriate written request for discharge and verifies (by forwarding a copy of the written notification to the Employer) that the employee received written notification from the Union of the delinquency, including the amount owing, method of calculation, if appropriate, and that non-payment will result in discharge by the University. The University will inform employees when they leave a bargaining unit position.
- 6.6 Voluntary PEOPLE Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization for PEOPLE (Public Employees Organized to Promote Legislative). When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and an electronic roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

- 6.7 The parties agree that the Employer may charge the WFSE one quarter of one percent (.25%) of all amounts annually donated to cover the administration of this check off.
- 6.8 The Employer shall be held harmless by the Union and employees for compliance with section 6.5 above.
- 6.9 The Employer agrees to deduct from the wages of any Sergeant or Lieutenant who is a member of the Union deductions for the WFSE/AFSCME Public Safety Protection Program who has submitted a signed authorization for the deduction to the Employer. Authorization for this deduction must be executed in writing by the employee on the WFSE/AFSCME Council 28 Public Safety Protection Program Voluntary Payroll Deduction Authorization and submitted to the Employer prior to commencement of the deduction. Authorization cards which are submitted by the 15<sup>th</sup> day of the month shall become effective as of the first day of the next pay period. Deductions shall include a one-time initial deduction amount and an ongoing, monthly deduction amount. Such authorization may be revoked by the employee at any time by giving written notice to the Employer with a copy to the Union. The Employer agrees to remit electronically any deduction made pursuant to this provision to the union no later than the 10th of month following the payroll period from which it was deducted together with an electronic report showing:
  - a. Employee name
  - b. Unique employee system identification number
  - c. Amount deducted; and
  - d. Deduction name (PSPP)

## **ARTICLE 7 - UNION BUSINESS/REPRESENTATIVES**

- 7.1 The Employer recognizes the right of the Union to designate stewards from the bargaining unit. The union will endeavor to have Sergeants represent Sergeants and Lieutenants

represent Lieutenants and will avoid obvious conflicts of interest. The Union will inform the Office of Labor Relations of the stewards' names.

- 7.2 Paid release time for the designated stewards will be provided for representing employees at investigatory meetings (upon request, the Employer will allow bargaining unit members to be represented at investigatory meetings when the employee reasonably believes disciplinary action may result from the meeting) and at grievance meetings attended by both parties. When designated stewards are granted paid release time they shall experience no loss in pay, however such time shall not be construed as work time and overtime will not be paid when meetings extend beyond the employee's regular work hours. Paid release time shall be granted by the supervisor following a request but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest reasonable time thereafter.
- 7.3 The union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards in the speedy resolution of any grievances that may arise.
- 7.4 Bulletin Boards. The Union shall be designated space on a bulletin board for the posting of notices relating to official union business
- 7.5 Union Access. Union business such as investigating grievances and other legitimate routine matters may be conducted on Police Department premises provided that such business does not interfere with Police Department operations. The Employer shall provide reasonable access to Department premises to authorized Union representatives for the purpose of handling grievances and other legitimate Union business provided that such access does not interfere with the work and duties of Union employee stewards or of other on-duty employees. Scheduled Union meetings may be held in Police Department facilities provided that such meetings do not interfere with Police Department operations and are approved in advance by the Police Chief.
- 7.6 Contract Training. Whereas it benefits the University to have Union stewards who understand the contract and are trained in administration of the contract, each of the Union's stewards shall be allowed a total of sixteen (16) working hours annually without loss of pay to participate in the Union's steward training program. Said time off shall be approved in advance by the employee's supervisor and shall be contingent upon the ability to provide coverage during the time off. Time off will be limited to a maximum of two (2) stewards at sixteen (16) hours each.

## **ARTICLE 8 - UNION BUSINESS ACTIVITIES – LEAVE**

- 8.1 Employees who desire to attend Union business functions or programs, shall request leave at least two weeks prior to the planned absence. The Chief, or designee, shall



determine if the leave will be approved. If approved, the leave will either be accrued and unused vacation time, personal holiday or unused compensatory time.

## **ARTICLE 9 - EMPLOYEE RIGHTS**

9.1 Probationary Periods. Probationary period rejections shall be in writing. Rejections during the probationary period are not grievable.

9.2 Personnel Files.

A. Employee Access

Upon written request by an employee to their Human Resources Consultant (official Personnel file) or department manager (departmental file), the employee or employee's representative shall have access to the employee's official or departmental personnel file for review within two (2) business days. A representative of HR or management will be present as appropriate. The employee may request copies, which may be provided at no cost if the size of the request is reasonable. A copy of the written authorization will be retained in the employee's file.

B. Files Relating to Employment. The Employer shall maintain files relating to employment in accordance with the applicable University policy and/or state or federal law. The personnel file for each employee will be maintained by the appropriate Human Resources Operations department and will accompany the employee throughout his or her service career at the University of Washington. The departmental file will be maintained by the department.

(1) This does not preclude the Employer from maintaining payroll, benefits, medical, and computer records in accordance with the University retention schedule and state and/or federal law.

(2) Individual supervisors may create and retain documents in a supervisor tickler file. Documents in the supervisor file will not be placed in the department or personnel file unless they are incorporated as part of an official action (such as a performance evaluation or a corrective action), which should then be retained in the appropriate personnel or departmental file. All material in the supervisor file, absent unusual circumstances, will be removed annually in October.

(3) Adverse material or information related to employee misconduct or alleged misconduct which is determined to be false and all such information in situations where the employee has been fully exonerated of wrong doing shall be kept in a confidential file and shall not be released to a prospective employer without the consent of the officer. Adverse material related to employee misconduct or alleged misconduct which is sustained may be released if required under a Public Records request, or as otherwise required by law. If released, the name of the officer will be deleted from the document unless the name of the officer has already been made public, or if disclosure is otherwise required by law.

(4) Prior to release of any information about an employee pursuant to a Public Records request, the officer will be notified of the request and, to the extent possible, allowed four (4) business days to seek an injunction before the information is released. Confidential files will be kept in the Police Department.

(5) Notwithstanding the provisions of this Article, the Employer may retain information relating to employee misconduct or alleged misconduct if the employee requests that the information be retained or if the information will be needed in a pending legal action.

C. Employee Response. A copy of any correspondence or letters issued and intended to be included in an employee's official personnel file shall be mailed or given to the employee prior to becoming a permanent part of the file. An employee may insert rebuttal or refuting documentation into his or her personnel file or departmental file. Employees may also provide information to their supervisor at any time for inclusion in the appropriate file in order to document performance improvement or special achievement.

D. Confidentiality. Unauthorized parties shall not have access to any employee's personnel or departmental file. A record will be retained in the HR personnel file of the names of individuals outside of HR who have reviewed the personnel file who do not have written authorization from the employee, except requests for records in accordance with the Public Records request process.

E. Medical files. Medical information related to employment will be kept separate from all other employment files and confidential in accordance with state and federal law.

F. Removal of Documents.

(1) Record of Written Reprimands will be removed from an employee's personnel file after three (3) years if:

- a. Circumstances do not warrant a longer retention period;
- b. There has been no subsequent discipline; and
- c. The employee submits a written request for removal.

(2) Records of Written Reprimands not removed after three (3) years will be removed after six (6) years in accordance with Washington State law if:

- a. There has been no subsequent discipline; and
- b. The employee submits a written request for its removal.

(3) Records of Suspensions will be removed from an employee's personnel file in accordance with Washington State law if:

- a. Circumstances do not warrant a longer retention period.
- b. There has been no subsequent discipline; and
- c. The employee submits a written request for removal.

Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate prevailing Washington State law.

- 9.3 Working Out of Classification. Whenever an employee is assigned the principal duties and responsibilities of an employee in a higher classification for a single shift or greater period of time, that employee shall be paid a minimum of three (3) steps above their present salary, or shall receive the salary at the bottom of the range for the classification which they are working in, whichever is greater, for all such time worked.
- 9.4 Indemnification. The University will indemnify employees for activities out of their employment in accordance with University policy.
- 9.5 Performance Evaluation. Performance evaluations will be conducted on an annual basis in accordance with Departmental policy and applicable WPRB WAC rules. The immediate supervisor will conduct the evaluation with input from individuals who supervised the employee during the evaluation period. Employees will have the right to submit rebuttals to performance evaluations and have the rebuttals attached to the evaluation. Evaluations will not be provided to outside agencies or used in the promotional process until after the employee has completed review of the evaluation or has had it for fourteen calendar days, whichever comes first. Employees may seek reconsideration of their performance evaluation in accordance with Department Policy and will receive a written response. In accordance with WAC 251-20-040(5) performance evaluations will be retained in the employee's file for no more than three (3) years.
- 9.6 Employee Assistance. The Employer and Union will encourage and support participation in appropriate programs, including UW Care Link services, through which employees may seek confidential assistance in the resolution of certain problems (e.g. alcoholism, chemical dependency) which may impact job performance.

No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that employee's job performance meets supervisory expectations.

- 9.7 Job Descriptions. The Employer will provide a written job description to each bargaining unit member. The job description will not be substantially altered without affording the employee the opportunity to discuss the change.
- 9.8 VEBA Medical Reimbursement Plan. No later than two months after the contract is executed the University will offer a VEBA Medical Reimbursement Plan for all members of the bargaining unit. The bargaining unit will vote to authorize the University to contribute an agreed upon amount to the VEBA Medical Reimbursement Plan. Such contributions will be based on a percentage of gross income and may range from no contribution to a maximum of 1%. Should the bargaining unit vote to amend their compensation in favor of a VEBA Medical Reimbursement Plan contribution, all members of the bargaining unit must contribute equally and the percentage contribution amount may only be changed by vote and on an annual basis. Individuals may not change

contribution rates at any time. In addition to any contributions made pursuant to a vote by the bargaining unit to amend their compensation as provided for in this section, the University, on behalf of each bargaining unit member, will contribute 1.2% of regular pay to the VEBA Medical Reimbursement Plan.

- 9.9 Upon request, the Employer will share with the union information about classified positions within the bargaining unit which may be abolished or held unfilled.
- 9.10 Unused sick and vacation leave credits of permanent status employees changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.

**ARTICLE 10 - VACATIONS**

- 10.1 Accrual. Employees will accrue vacation leave during the new hire probationary period, but may not use vacation leave until completion of the probationary period. The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

<b>During</b>	<b>Paid Vacation Days</b>	<b>Hours</b>
1 <sup>st</sup> year	12	96
2 <sup>nd</sup> year	13	104
3 <sup>rd</sup> year	14	112
4 <sup>th</sup> year	15	120
5 <sup>th</sup> year	16	128
6 <sup>th</sup> year	17	136
7 <sup>th</sup> year	18	144
8 <sup>th</sup> year	19	152
9 <sup>th</sup> year	20	160
10 <sup>th</sup> year	21	168
11 <sup>th</sup> year	22	176
12 <sup>th</sup> -19 <sup>th</sup> year	23	184
20 <sup>th</sup> -24 <sup>th</sup> year	24	192
25 <sup>th</sup> year or more	25	200

- 10.2 Unless otherwise agreed by the parties, the annual vacation schedule in each work unit shall be established as follows:
  - a. Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated to the bargaining unit employees. Each employee

shall be given the opportunity to indicate his or her preference of a vacation time period. Supervision shall endeavor to schedule vacations according to the employee's wishes. In the event that two or more bargaining unit employees from the same or different shifts request the same vacation period and supervision must limit the number of persons who may take leave at one time due to work requirements, the person with the longest continuous service in that work unit shall be given preference.

- b. Supervision shall post the vacation schedule by May 1 and November 1, which shall remain in effect for each succeeding six (6) months period, that is, June 1 through November 30, and December 1 through May 31, respectively. Individual vacation periods may be changed at any time by mutual agreement between the employee(s) concerned and supervision. However, in no case shall an employee's scheduled vacation interfere with the necessary work of the organization, the determination of which shall rest with supervision.
- c. Management will respond within fourteen (14) calendar days of submittal of leave requests with acknowledgment of receipt. After the 14 days, management will communicate relevant updates approximately every seven (7) days about the status of the request. Management shall approve or deny the leave within thirty (30) days of submittal of the request.

10.3 Any bargaining unit employee who may be transferred to another work unit or removed from the bargaining unit by promotion or transfer shall alter his/her preferred vacation period if in conflict with a previously established vacation schedule.

10.4 Vacation Denial. When an employee's vacation cannot be approved, the supervisor shall schedule the employee's vacation at the next earliest date requested by the employee and deemed possible by the supervisor. In the event that the University cancels a scheduled vacation, and an employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to six (6) months in order to allow rescheduling of the employee's vacation.

10.5 Holiday Rotation. Vacation requests filed in accordance with 10.2 for the week including Thanksgiving and the weeks including Christmas Day and New Years Day shall be granted on a rotating basis. The rotation will begin with the most senior person (seniority shall be determined by the method contained in 17.1.(a)) and shall proceed in that order until all staff wishing to take vacation leave during those holiday periods have done so. No employee shall be granted more than one (1) of the aforementioned weeks in a single year, unless there are no other interested employees and the department is able to grant the request based on operational needs.

10.6 Vacation Leave Accumulation. An employee may accumulate a vacation balance which normally shall not exceed two hundred forty (240) hours. An employee may elect to

accrue in excess of two hundred forty (240) hours but must receive approval to use the excess balance prior to the next anniversary date or lose those hours accrued in excess of two hundred forty (240).

- 10.7 Vacation Leave Cash Payment. Any permanent employee who resigns or retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay.

## **ARTICLE 11 - SICK AND BEREAVEMENT LEAVE**

### 11.1 Sick Leave.

- (a) Accrual. Full-time employees (prorated for part-time) accrue eight (8) hours credit for each month of completed regular monthly service. Sick leave credits shall not accrue during a leave of absence without pay which exceeds ten working days in any calendar month.
- (b) Sick-Leave—Use. Sick leave shall be allowed an employee under the following conditions. The Employer reserves the right to require medical verification or appropriate proof when sick leave is requested for any reason listed below. The Employer will not make unreasonable requests for sick leave verification.
- (1) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
  - (2) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
  - (3) Because of emergencies caused by serious illness or injury of a family member that require the presence of the employee to provide immediate necessary care of the patient or to make arrangements for extended care. The Director of Human Resources Operations may authorize sick leave use as provided in this subsection for other than family. The applicability of “emergency,” “necessary care” and “extended care” shall be made by the Director of Human Resources Operations.
  - (4) To care for the employee’s child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangement for extended care.
  - (5) Because of illness or injury of a family or household member who is a person of disability and requires the employee’s presence to provide short-term care or to make arrangements for extended care.

- (6) Because of a family or household member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
  - (7) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is required, if arranged in advance with the employer.
  - (8) To provide emergency child care for the employee's child for the following reasons: unexpected absence of regular care provider, unexpected closure of the child's school or day care, unexpected need to pick up a child at school earlier than normal. For this purpose, use of sick leave shall be limited to three (3) instances per calendar year not to exceed twenty-four (24) hours, unless extended by the Employer.
- (c) Sick leave may be granted for condolence or bereavement.
  - (d) Use of Vacation Leave or Compensatory Time Off for Sick Leave Purposes. An employee who has used all accrued sick leave may be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the employee's departmental supervisor.
  - (e) Restoration of Vacation Leave. In the event of an incapacitating illness or injury during vacation leave, the employee's supervisor may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.
  - (f) No Abuse of Sick Leave. The Union and Employer agree that the abuse of sick leave will not be condoned. Cases involving suspected abuse of sick leave should be addressed on an individual basis and shall be discussed with the employee, shop steward or appropriate Union representative.

11.2 Sick Leave Cash Out. Eligible employees may elect to receive monetary compensation for accrued sick leave as follows:

In January of each year an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation. No sick leave hours may be converted which would reduce the calendar year end balance below four hundred eighty (480) hours. Monetary compensation shall be paid at the rate of twenty-five percent and shall be based on the employee's current salary. All converted hours will be deducted from the sick leave balance.

Employees who separate from University service due to retirement or death shall be compensated for the unused sick leave accumulation from the date of most recent hire in

a leave eligible position with the State of Washington at the rate of 25%. Compensation shall be based upon the employee's wage at the time of separation. For the purpose of this section, retirement shall not include vested out of service employees who leave funds on deposit with the retirement system.

Former eligible employees who are re-employed within three (3) years of their separation from service shall be granted all unused sick leave credits, if any, to which they are entitled at time of separation.

- 11.3 Bereavement Leave. An employee shall be granted three (3) days of bereavement leave for each death of a family member as defined in Section 11.4. Employees may use sick leave for up to three (3) days of additional bereavement leave beyond the initial three days. Any additional bereavement leave beyond three days must be approved by the Employer.
- 11.4 Definitions.
- (a) Family Members. The University defines "Family Member" as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.
- 11.5 Reasonable Accommodation Due to Disability. An employee who is unable to perform the essential functions of their position due to mental, sensory or physical incapacity may be separated from service after the institution has made good faith efforts to reasonably accommodate the employee's disability in accordance with applicable state and federal law.
- 11.6 Shared Leave. Employees may participate in the University's shared leave program in accordance with state law and University policy as set forth in the Administrative Policy Statements 45.10.
- 11.7 Uniformed Service Shared Leave Pool  
Eligible state employees may donate leave to the uniformed services shared leave pool for use by state employees who have been called to active duty in one of the uniformed services of the United States. Employees may participate in this program in accordance with state law and University policy.  
<http://www.washington.edu/admin/hr/polproc/leave/shared-leave.html>
- 11.8 Choice of Leave. In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use any or all of their choice of sick leave or other paid time off to care for their (a) child with a health condition that requires treatment or supervision of (b) spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency



condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

## ARTICLE 12 - HOLIDAYS

12.1 Holidays. The present holiday schedule includes the following eleven (11) days with pay.

New Year's Day	Independence Day
Martin Luther King Jr. Day (Third Monday of January)	Labor Day
President's Day (Third Monday of February)	Veteran's Day
Memorial Day	Thanksgiving Day
	Day After Thanksgiving
	Christmas Day
	Personal Holiday*

Holidays are prorated for part-time employees.

\*Employees who are employed four (4) months or more shall be entitled to a Personal Holiday during each calendar year. This day may be used in the same manner as any other holiday.

Use of the Personal Holiday shall be requested in writing. When the Holiday has been approved in advance and is later canceled by the University, the employee shall have the option of rescheduling the day. If the employee cannot be scheduled off, holiday premium pay will be paid. It is the employee's responsibility to schedule the Personal Holiday before December 31<sup>st</sup>. The Personal Holiday does not carry forward into the next year – if not requested it is forfeited.

The Employer may designate other days to be observed in lieu of the above holidays.

12.2 Holiday Premium Pay. Any employee required to work on a holiday shall receive their regular eight (8) hours of pay plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time may be granted in lieu of monetary payment.

12.3 The Employer will not adjust any employees regularly scheduled Holiday Work hours without thirty (30) days written notice.

12.4 Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year. This leave will be granted for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

An employee's seniority date will not be affected by leave without pay taken for a reason of faith or conscience over the duration of this agreement until UW implements its new payroll system. Upon implementation of the new payroll system, the effect of the unpaid personal holiday will reopen for negotiation.

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

13.1 In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion and subject to operational requirements, may approve a leave without pay for the following reasons specified below. Leaves without pay must be approved or denied by the Employer in writing within fourteen (14) calendar days of the request when practicable and if denied will include the reason for denial. Approval will set a date for the employee's return to work. Modification of the return date must also be approved in writing by the Employer.

1. Family and Medical Leave Act covered absence
2. Parental Leave
3. Disability leave
4. Educational leave
5. Work-related injury or illness leave
6. Military training leave
7. Military service leave
8. Civil duty leave
9. Leave due to childcare emergencies; and/or
10. Citizen Volunteer (community volunteerism or service)
11. Union Activities (conventions, conferences, Union project work)
12. Government Service (US Public Health service or Peace Corps)
13. As required by state or federal law.

13.2 Family and Medical Leave Act. Leave under the Family and Medical Leave Act will be treated in accordance with applicable state and federal law. It is the intention of the University to comply with the Federal Family and Medical Leave Act through its policies and procedures located at:

<http://www.washington.edu/admin/hr/pol.proc/fmla/index.html>

Family members will be as defined in Article 11, Section 4.

13.3 Parental leave. Parental leave will be treated in accordance with applicable state and federal law. Parental leave under this Agreement will be administered according to University policies and procedures located at:

[http://www.washington.edu/admin/hr/pol.proc/fmla/#parental\\_lv](http://www.washington.edu/admin/hr/pol.proc/fmla/#parental_lv)

13.4 Disability Leave. Disability leave will be treated in accordance with applicable state and federal law. Disability leave under this Agreement will be administered according to University policies and procedures located at:

<http://www.washington.edu/admin/hr/pol.proc/accommodation/disability>.

leave.policy.html

- 13.5 Educational Leave. Leave of absence without pay may be granted for educational leave for the duration of actual attendance in the educational program.
- 13.6 Leave Due to Child Care Emergencies.
- (a) Absence due to child care emergencies as defined in section (e) shall be charged to one of the following:
    - (1) Compensatory time;
    - (2) Vacation leave;
    - (3) Sick leave;
    - (4) Personal holiday;
    - (5) Leave of absence without pay.
  - (b) Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave.
  - (c) Use of compensatory time, vacation leave, sick leave, and leave of absence without pay for emergency child care is limited to three (3) instances per calendar year of each type of leave not to exceed twenty four (24) hours each, with the hours prorated for part-time employees. Documentation may be required.
  - (d) Upon returning from such leave, the employee shall designate in writing to which leave category the absence will be charged. For the purpose of this section, advance approval or written advance notice of vacation leave, personal holiday, and/or leave of absence without pay shall not be required.
  - (e) A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.
- 13.7 Military Leave. Military leave will be treated in accordance with applicable state and federal law.
- 13.8 Civil Duty Leave. Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses or to exercise other subpoenaed civil duties.
- 13.9 Work-Related Injury Leave. An employee who sustains a work-related illness or injury shall be granted a disability leave of absence in accordance with federal and state law. It is the intention of the University to comply with state and federal laws regarding such absences through its policies and procedures located at:

[http://www.washington.edu/admin/risk/services/workers\\_comp.html](http://www.washington.edu/admin/risk/services/workers_comp.html)

Employees who are in leave without pay status for up to six (6) months due to a work-related injury, upon written request and proof of continuing disability, shall maintain their seniority and annual increment date. Leave without pay exceeding six (6) months without loss of seniority or change in increment date may be granted at the option of the employing official.

Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively, leave payment exclusively or a combination of the two. Employees taking sick leave during a period in which they receive workers' compensation under the industrial insurance provisions shall receive full sick leave pay, less any industrial insurance payments for time loss during the sick leave period.

13.10 Inclement Weather.

The Employer may designate employees as "Essential." Employees designated as "Essential" are expected to report to work during incidents of inclement weather. When the University is in operation but an essential employee requests time off, and such request is approved, to deal with unanticipated problems related to natural disasters or inclement weather conditions, the essential employee may charge the absence to accrued compensatory time, personal holiday, annual leave or leave without pay.

13.11 Suspended Operations. If the University determines it is advisable due to emergency conditions to suspend the operation of all of any portion of the institution the following will govern: When prior notification has not been given, employees released until further notice after reporting to work, shall receive a minimum of four (4) hours pay for the first day. The following options shall be made available to affected employees not required to work for the balance of the closure: vacation leave, personal holiday, accrued compensatory time, or leave without pay. Missed work time can be made up within ninety (90) days. Make up time worked by full time employees earning overtime is credited at time and one-half (1-1/2).

## **ARTICLE 14 - HEALTH AND SAFETY**

14.1 Health and Safety. It is the policy of the University of Washington to create, maintain and enhance a safe and healthful workplace free from recognized hazards that may cause harm to employees, consistent with and in compliance with applicable state and federal laws. The Union and the University are jointly and equally committed to the goal of implementing an effective Health and Safety program and accident prevention program that meets or exceeds WISHA requirements. All work shall be performed in conformity with applicable health and safety standards, and employees shall use required safety devices and perform work according to required safety procedures.

14.2 Reporting. Employees are encouraged to immediately report any apparent unsafe working conditions to their supervisor. No employee shall be disciplined for reporting any such condition nor be required to work or to operate equipment when he/she has

reasonable grounds to believe such action would result in immediate danger to life or safety, until the condition has been determined to be safe. If the matter is not resolved satisfactorily, the supervisor or employee may involve the Union Steward and request a decision from the University's Department of Environmental Health and Safety or the Department of Labor and Industries.

If a supervisor, Environmental Health and Safety, or the Department of Labor and Industries declare a work site to be hazardous and unfit for work, affected employees may be assigned to alternative work sites until the hazardous condition is rectified.

- 14.3 Safety Committees. Joint employee elected and Employer appointed safety committees shall be formed in accordance with WISHA requirements and following University policy. Participation in health and safety committees, including meeting time, health and safety research, work on committee assignments, seminars and classes, will be considered time worked for all employees.
- 14.4 Health Examinations. The Department will provide at no cost to the employee an annual TB test (including chest x-ray when medically indicated) and regular Hepatitis B vaccination in accordance with normal medical practice. The Department will also provide at no cost to the employee any vaccinations or medical tests required as a condition of employment. Upon request, and as determined by the employer, additional tests and vaccinations may be provided.
- 14.5 Wellness. The employer and the Union will encourage and support employee participation in appropriate programs including the UW Care Link Services through which employees may seek confidential assistance in the resolution of chemical dependency or other problems that may affect job performance. UW Care Link Services may presently be reached at 1-866-598-3978 (business hours) or 1-800-833-3031 (24 hour line).

No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the employee's job performance meets supervisory expectations.

- 14.6 Joint Union/Management Committee. It shall be appropriate for either the Union or the employer to request that a joint Union/Management committee be convened, with Environmental Health and Safety participating, to discuss health and safety concerns and to explore options for addressing those concerns through appropriate training or other approaches.

## **ARTICLE 15 - TUITION EXEMPTION**

- 15.1 Employees may participate in the University's tuition exemption program as authorized by RCW 28B-15.558 and in accordance with guidelines approved by the Board of Regents. The following guidelines are applicable at the time of printing this contract, however, changes to the program may occur as a result of legislative action or guideline modifications made by the Board of Regents.

- A. Employees must be regular monthly .5 FTE or more for six or more consecutive months.
  - B. The employee must be admitted as a student to the University.
  - C. The employee must pay a fee for each quarter enrolled when taking courses.
  - D. No more than six credits will be eligible for tuition exemption during the quarter in which the exemption is granted.
  - E. Participants are not eligible for student benefits.
  - F. Employees must secure approval of the supervisor for release time to attend course sessions, or make appropriate arrangements with the supervisor to reschedule work hours to accommodate course schedules.
- 15.2 Employees will be granted up to three (3) hours of paid release time per day, per shift, to attend course sessions to enhance professional development, subject to operation necessity. Employee will discuss course with supervisor and get approval prior to class starting. Uniformed officers will attend classes that are held during work time in uniform. Radios or cell phone will be taken to class and employee will respond when needed.
- 15.3 Understanding the essential nature of emergency services and subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time for employees who wish to take a class during their scheduled shift.

## **ARTICLE 16 - UNIFORMS AND SPECIAL CLOTHING**

- 16.1 Uniforms/Equipment. Uniforms and equipment required by the Department to be worn/used by employees will be furnished by the Department.
- 16.2 Personal Items. In accordance with Departmental policy, employees will be reimbursed for personal items required on the job that are lost, damaged or destroyed in the line of duty. Reimbursement will be up to an amount of \$100 per occurrence, excluding prescription eyewear.
- 16.3 Cleaning Allowance. The University will pay for the cleaning of Department issued uniforms and necessary work clothing requiring cleaning worn by employees assigned to non-uniformed positions.
- 16.4 Jumpsuits. Officers who have completed the probationary period may receive a jumpsuit upon request. Officers who request a jumpsuit will be responsible for cleaning the jumpsuit.
- 16.5 Plain Clothes Allowance. Bargaining unit members assigned to positions designated as "Plain Clothes" will receive a yearly clothing allowance of \$500.00.

## **ARTICLE 17 - SENIORITY AND LAYOFF**

17.1 Seniority.

Seniority for the purpose of Layoff is defined as the continuous length of service in calendar days with the University from the most recent date of hire. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit.

Seniority shall be lost following an employee's resignation, termination for cause, failure to return from a leave of absence, or expiration of rehire rights.

(a) Department Seniority

For all purposes other than layoff, seniority will be calculated by length of time in job class.

17.2 The Employer will notify the Union at least forty-five (45) days in advance, of its intent to layoff to allow the Union to offer alternative plans to prevent a reduction in force. The Employer will consider all alternatives offered by the Union. In the event of an impending layoff the University will notify the Union of the least senior employees. The University will provide the Union a list of bargaining unit employees with their departmental seniority.

17.3 (a) Layoff and Rehire.

Whenever it becomes necessary for the University to reduce its workforce due to lack of work, lack of funds or good faith reorganization for efficiency reasons, the University shall use the following procedure in determining which employees shall be laid off. The University shall not lay off bargaining unit employees in lieu of disciplinary action. Employees on the rehire list will have rehiring rights according to seniority and will have the first option to a vacant position in the job class from which they were laid off. Bargaining unit members on the rehire list are eligible to take all Computing & Communications and Training & Development courses on a space available basis upon payment of designated fees.

(b) Layoff.

Layoff shall be by seniority, least senior person first. The University shall identify the positions to be abolished and the employee(s) to be affected and shall notify employees in these positions not less than twenty (20) working days prior to the abolishment of the positions, pay the employee wages in lieu of notice, or combine pay and notice. The notice shall include the effective date of the layoff, a reference to the employee's rights under this Article, and the opportunity to replace the most junior employee within the current class or a previously held class.

(c) FTE Reduction.

An employee in a position that is not abolished but is reduced in FTE status and who will remain benefit eligible after the reduction will have the choice of staying in the reduced position and going on the rehire list for the position and FTE status held by the employee immediately prior to the reduction.

(d) Rehire.

Employees identified for layoff will be placed on an eligible rehire list designated by the employee for twenty-four (24) months. Removal from the rehire list will occur if placement does not occur within twenty-four (24) months.

(e) Benefits and Temporary Services.

Employees on the rehire list who follow the rules prescribed by Temporary Services will be given priority to referral to temporary positions and can receive employer paid health benefit coverage if they meet the eligibility requirements as determined by the state.

(f) Rehire Wages and Increment Date.

When employees are rehired from layoff status, the periodic increment date and annual leave accrual date will be reestablished and extended by an amount of time in calendar days equal to the period of time spent on the rehire list prior to rehire.

## **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

- 18.1 Standard Workday/Regular Work Schedule. The standard workday/ schedule for full-time bargaining unit employees shall consist of eight (8) hours work of five (5) consecutive days within a seven (7) day period.
- 18.2 Alternate Work Schedule. Operational necessity may require positions and/or classes that are normally designated regular work schedule to work on alternate full-time forty (40) hours work schedule other than five (5) workdays of eight (8) hours in a seven (7) day period. Alternate schedules are an appropriate subject for the Joint Union/Management Committee.
- 18.3 Rest/Lunch Periods. Employees in the bargaining unit shall be granted a fifteen (15) minute rest period within each half of the workday and a lunch period of thirty (30) minutes. Rest and lunch periods will be considered work time and overtime will not apply. Employees shall remain on duty, in radio contact (subject to call to duty), and within the geographical boundaries designated by the Department during breaks.
- 18.4 Overtime. Sergeants qualify for overtime compensation under the following conditions:
- (a) For regular work schedule employees (or part-time scheduled employees): work in excess of eight (8) hours in a workday or forty (40) hours in a workweek;
  - (b) For alternate work scheduled employees: work in excess of the assigned work shift, or work in excess of forty (40) hours in a work week;
  - (c) All time that the employee is in a pay status, such as sick leave or vacation leave, shall be used for purposes of calculating the workday and workweek.
  - (d) Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. Overtime shall be



compensated on a salary basis unless the employee requests compensatory time and the request is in compliance with Article 20.

(e) Overtime shall be earned at a minimum of four (4) hours per assignment.

18.5 The Employer will not adjust any employees schedule to avoid paying Overtime. Schedules may only be adjusted by providing at least seven (7) days' notice.

Schedule adjustments shall require written notification to the employee with an explanation for the adjustment.

18.6 Call Back. When an employee has left the workplace and is called to return to the workstation outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive two (2) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at time and one-half. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to the workstation does not qualify for call back pay.

18.7 Standby. Employees required to restrict off-duty activities in order to be immediately available for duty when called, will be compensated for time spent in standby status. The rate of compensation for standby status will be \$3.75 per hour. In addition to the pay received while on standby, an employee called to work will be paid at the applicable rate of pay in accordance with Article 18.

18.8 Scheduled Court Assignments. When employees are required to be available for court during off duty hours as a result of their employment with the Employer, they shall receive a minimum of four (4) hours pay at the applicable rate unless:

(A) The court assignment is contiguous with the officer's regularly scheduled shift, starting or ending. When the court assignment is contiguous with the officer's regularly scheduled shift the officer shall receive the applicable rate for all hours of the court assignment with no minimum.

(B) The court assignment falls during the officer's regularly scheduled shift. When the court assignment falls during the officer's regularly scheduled shift the court assignment shall be considered a normal part of work.

(C) Where an employee is required to appear one or more times in court on any given day, and all of the employee's court responsibilities for that day have not been completed within five (5) hours after the employee's first court appearance on that day, the court minimum will be eight (8) hours.

18.9 Overtime Assignments. General overtime needs shall be determined and scheduled by the Employer. The Employer will determine which classifications will be needed for

overtime assignments. From among the employees in the classifications(s) determined to be needed for overtime assignments, the Employer will endeavor to rotate overtime as equitably as possible. Absent being on home assignment, bargaining unit members will be given the opportunity to work football games. If a bargaining unit member is assigned to work a football game, the University will provide free parking to the event.

- 18.10 Special Event Rate of Pay. The University at times has special events (such as football games) which require additional police officers. The University agrees that if there is still a need for officers after members of the Police Officer bargaining unit have been offered the work it shall be offered to those members of this bargaining unit that have indicated an interest in performing such work, prior to being offered to officers from other jurisdictions. Sergeants or Lieutenants who are assigned to a shift the night immediately before a football event or the night immediately after the event will be the last to be called for staffing football events. Pay for football games will be compensated at the rate double the base rate and will apply to Sergeants and Lieutenants assigned to all UW football games. Recharge pay for all other events will be compensated at one and one-half times the base rate.

When Sergeants or Lieutenants are scheduled to work a football event within eight (8) hours of the end of their previous shift or the start of their subsequent shift, management will schedule their football game shift in such a way to create an eight (8) hour rest between shifts, except in cases of emergent operational necessity, or in cases that the football shift is contiguous with the regularly scheduled shift.

- 18.11 Shift Selection and Assignment.

The Employer shall determine shift assignments for Lieutenants. Shift assignments will be based on the business needs of the department and will not be utilized for discipline or corrective action. Lieutenants desiring a shift assignment change or alternative work schedule may submit a request in writing with a proposed schedule included. The Employer will provide a written response for all rejected submittals. Nothing in this section will entitle the employee or the union to utilize the grievance procedure.

For Sergeants on patrol assignments, shift shall be as follows:

Patrol Assignments for sergeants shall be determined by seniority. For the purposes of this contract and section, seniority shall be defined as "time in grade" at the University of Washington Police Department-Seattle Campus. Specifically, the continuous length of service in a promotional grade determines seniority.

**Exceptions:** If a patrol sergeant has worked two (2) consecutive years (minimum 24 months) on night shift, the sergeant will have the option of choosing a dayshift patrol squad at the next shift selection. If a sergeant opts to leave night shift after two (2) consecutive years (minimum 24 months), he or she will be allowed to "bump" the least senior sergeant on the current schedule. Subsequently, his or her shift selection will be determined by time in grade between themselves and the current sergeant remaining on dayshift.

The same procedure shall apply to sergeants working dayshift who wish to move to nightshift.

- 18.12 Overtime Exempt Employees. Lieutenants are exempt from overtime pay. Lieutenants will receive premium pay in the following situations:
- a. The University agrees that Lieutenants will receive double times base pay for UW football games.
  - b. Lieutenants will receive 1.5 times base pay for recharge special events, as well as pre-approved special projects and assignments.
  - c. For Lieutenants to be paid 1.5 times base pay for other special events, the parties must specifically agree to the payment in writing prior to the assignment. Lieutenants will earn a minimum of four (4) hours of 1.5 times base pay per assignment.
- 18.13 No employee shall be assigned more than sixteen (16) hours in a twenty-four (24) hour period except during an emergency or such hours have been mutually agreed upon. A minimum rest period of eight (8) hours will be given prior to beginning the next shift.

#### **ARTICLE 19 - CONTRACTING**

The University will only contract out work in accordance with the provisions of Article 18.10 of this Agreement.

#### **ARTICLE 20 - COMPENSATORY TIME OFF**

- 20.1 Accrual/Accumulation. Employees may accrue up to two hundred (200) hours of compensatory time. All overtime or holiday time worked which would result in a compensatory time accumulation of more than two hundred (200) hours and all overtime-generated as a result of football games shall be paid and not accumulated as compensatory time. In accordance with the above, employee requests to accrue compensatory time in lieu of pay for all overtime or holiday time worked will be honored.
- 20.2 Use/Carry over. Employee requests to use compensatory time off shall be made reasonably in advance and approved when the employee's absence will not unduly disrupt operations. On June 30 of each year, up to two hundred (200) hours of compensatory time may be carried over into the next fiscal year.

#### **ARTICLE 21 - DISCIPLINE AND DISMISSAL**

Discipline shall be defined as dismissal, suspension, reduction in salary, involuntary demotion, and written reprimand of a permanent employee and shall be administered for just cause. Disciplinary actions may be appealed through the Grievance Procedure.

## ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any dispute between the University and the Union, an employee, or a group of employees as to alleged misapplication or misinterpretation of the terms of this Agreement or the Employer's written personnel rules, policies or practices.
- 22.2 Employee Grievance Rights. Any employee who believes he/she has been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination, or reprisal.
- 22.3 Employee Representation. The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters. However, an employee may be self-represented or select a representative outside the Union membership for Steps One and Two. In such cases, the Union shall not be held liable for the results or costs of such outside representation and will be considered an interested party to the proceedings.
- 22.4 Time Limitations. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the employee to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall establish the right of the employee to proceed with Union concurrence to the next step of the grievance procedure. For the purposes of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.
- 22.5 Pay Status – Meetings. Meetings and discussions on the grievance held with the Employer in connection with this grievance procedure shall normally be held during the University's regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant or steward for reasonable time spent in such meetings or discussions during the employee's scheduled duty hours. The work schedule of the grievant will be seriously considered in the scheduling of the grievance meetings. Time off for employees and Stewards shall be granted by supervision following a request, but in consideration of job responsibilities. If the requested time off cannot be granted, the parties shall arrange for time off at the earliest possible time thereafter.
- 22.6 Grievance Withdrawal. A grievance may be withdrawn in writing at any time by the Union or the Employee and if withdrawn shall not be resubmitted.
- 22.7 Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedure. Grievances over final counseling or dismissal will begin at Step

Two. For all other grievances, the parties may agree to waive Step One. For grievances filed directly at Step Two, the grievant will have thirty (30) calendar days from the occurrence of the situation, condition or action that caused the grievant to file.

Step One: Presentation. Within thirty (30) calendar days of the occurrence of a situation, condition, or action that caused the grievance, the employee(s) affected and/or the steward or Union representative shall present the grievance to the employee's immediate supervisor for resolution. The Human Resources Consultant may also attend, if desired by the University. Presentation of the grievance shall include a short written description of the subject of the grievance and the contract Articles allegedly violated. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. In the event the employee's immediate supervisor does not have authority to resolve the grievance, the grievance will be presented at the level having authority to act as determined by the Employer. The Employer will respond within five (5) calendar days of the meeting.

In the event an employee files a grievance outside the department in which he/she is employed and the grievance cannot be resolved at Step One, the grievance will be processed at Step Two by the level of management as designated by the University in the department which has been named in the grievance.

Step Two: If a satisfactory settlement is not reached in Step One, and the employee wishes to pursue the matter further, said grievance shall be put into writing on the agreed upon grievance form and referred to the department head or designee or to the next appropriate level of management and the Office of Labor Relations within fifteen (15) calendar days after the decision from Step One. The date of alleged occurrence of the grievance shall be specified. The parties shall attempt to meet to resolve the grievance within fifteen (15) calendar days following the date of written submittal. At this step, the Union agrees to cite all known sections of the Agreement and/or written policy or practice allegedly violated and to provide a copy to the Human Resources Office and Office of Labor Relations. The grievant may be represented by a steward and a union staff representative. The University will be represented by the appropriate management official(s) or designee(s), a representative from the Office of Labor Relations, and a Human Resources Consultant, if desired by the University. The University will respond in writing within ten (10) calendar days.

Step Three: Grievance Mediation. If a satisfactory settlement is not reached at Step Two, the grievant with authorization from the Union may submit the written grievance within fifteen (15) calendar days to the Office of Labor Relations requesting grievance mediation. A response to the request will be issued within ten (10) days.

Upon mutual agreement, the Employer and the Union shall request, within ten (10) calendar days, grievance mediation services of the Public Employment Relations Commission (PERC). If those services are unavailable on a timely basis, the parties shall immediately request a list of grievance mediators from the Federal Mediation and

Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

Step Four: Arbitration. If a satisfactory settlement is not reached at the prior step, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within thirty (30) calendar days following the conclusion of the prior step.

Within sixty (60) calendar days of the execution of the Agreement, the parties agree to meet to establish a permanent panel of ten (10) arbitrators. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within ninety (90) calendar days of the decision by either party to go to arbitration, the parties will contact the next arbitrator in the rotation. If no arbitrator can hear the case within ninety (90) calendar days, the case will be assigned to the arbitrator who can hear the case on the earliest date. If an individual arbitrator decides to remove his/her name from the panel or if one or more members of the panel are not continued by either party, the parties will meet to decide whether to substitute an additional name(s).

No later than seven (7) working days prior to the scheduled arbitration meeting, the parties will submit questions of arbitrability to the arbitrator for preliminary determination, share the name of each witness intending to testify at the hearing, and attempt to agree upon the issue statement. A copy of written materials submitted to the arbitrator will be provided to the opposing party.

The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties. The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The cost of the arbitration shall be borne equally by the parties and each party shall bear the full cost of presenting its own case including any expert or attorney's fees and costs. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

In cases where a grievance is moved to arbitration and the parties did not avail themselves of Step Three: Grievance Mediation, the moving party shall have the unilateral right to demand a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

22.8 Files. Grievance documents shall be maintained separately from employee personnel files. Employee personnel files will accurately reflect the final outcome of a grievance.

## **ARTICLE 23 - EMPLOYEE REPRESENTATION**

- 23.1 The public has a right to expect efficient, fair, and impartial law enforcement. Therefore, any alleged misconduct by an employee of the UWPD must be thoroughly investigated to assure the maintenance of these qualities. Employees, too, must be protected against false allegations of misconduct and have the assurance that internal investigations will be conducted in a manner conducive to good order and discipline.
- 23.2 Every employee who is the subject of an internal affairs investigation or who is interviewed relating to a matter that could lead to discipline (dismissal, demotion, suspension without pay, reduction in pay, and written reprimand) of him/her shall be entitled to be represented by a designated Union representative. The employee to be interviewed shall be afforded reasonable time prior to the interview to consult with the Union representative.
- 23.3 Every employee who becomes the subject of an internal investigation shall be advised at the time of the interview who is in charge of the investigation and who will be conducting the interview.
- 23.4 The investigator shall apprise the employee of the complaint made against him/her and allow the employee to read the allegations contained in the complaint. A sanitized copy of the complaint may be provided to the employee, upon request.
- 23.5 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Whenever possible, interviews will be scheduled during the normal workday of the employee. If the interview is held outside the employee's normal working hours, all time spent in the interview will be considered work time and will be paid at the appropriate rate.
- 23.6 The employee or the Employer may request that the interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee shall be provided an exact copy of any written statement the employee has signed, or a verbatim transcript of any interview. Upon written authorization from the employee, the Employer will provide to the Union a copy of any signed statement or verbatim transcript provided to the employee.

#### **ARTICLE 24 - PERFORMANCE OF DUTY**

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of police services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his/her duties to the best of his/her abilities. During the term of this Agreement, the Union and/or membership shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with University operations at any location whatsoever provided that nothing herein shall be interpreted as to prohibit lawful information picketing. The Employer shall not institute any lockout of employees during the term of this Agreement.

## ARTICLE 25 - WAGES AND OTHER PAY PROVISIONS

- 25.1 All employees will maintain a 16.5% supervisory differential over the employees they supervise.
- 25.2 Effective July 1, 2015, a new step (M) will be established on the pay scales for Sergeants and Lieutenants. Employees who have been at step L for at least one year as of July 1, 2015 will move to step M effective the first pay period of July 2015. Employees who have been at step L less than a year as of July 1, 2015 will move to step M upon completion of one year at step L.
- 25.3 Effective July 1, 2017, a 8% across the board increase for all employees.
- 25.4 Effective July 1, 2018, a 8% across the board increase for all employees.
- 25.5 In order to comply with the supervisory differential described in 25.1, all bargaining unit employees will receive an across the board increase no less than that agreed to for the Officers they supervise. The parties agree that this agreement is made pursuant to the terms of RCW 41.80, including the financial feasibility requirements in RCW 41.80.010.
- 25.6 Effective July 1, 2017, the employees will receive longevity pay in accordance with the following schedule:
- 3 years 1%
  - 5 years 2%
  - 10 years 3%
  - 15 years 5%
  - 20 years 6%
- 25.7 Police Disability Supplemental Benefit – Effective July 1, 2007 the University will no longer offer this benefit to bargaining unit members that were hired after July 1, 2005.
- 25.8 Certified instructors will receive a 7.5% premium pay for any day spent instructing, so long as the actual instruction is for a minimum of four (4) hours, and will also receive a 7.5% premium pay for a day of planning for each block of training.
- 25.9 Voluntary Separation Incentives – Voluntary Retirement Incentives  
The department will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2017–2019 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure in Article 22.



- 25.10 Between July 2017 and June 2019, the parties will meet at least quarterly, or more often if requested by either party to address and bargain wage issues based on market rates, recruitment and retention issues, and/or wage compression issues. Prior to the first meeting, in the event that the University of Washington Compensation Department will complete and provide to the parties a salary survey for the job classifications in the bargaining unit, it will present such results to the parties.
- 25.11 The employer agrees to negotiate with the Union over economics in the event that the State of Washington appropriates general wage increase which are then applied to the US-WFSE Master Contract.
- 25.12 Fitness Incentive. Any bargaining unit member that passes the optional yearly fitness test based on the PFAT (Physical Fitness Agility Test) shall receive a one-time lump sum payment of \$250.00 each year that he or she passes the test. The test will be completed prior to 6/30 of each year and the payment will be made on the first paycheck subsequent to that deadline. The test will be comparable to the standards put forth by the police academy, will be administered by a third party, and the result of the test will not be subject to the grievance procedure in Article 22.
- 25.13 Educational Incentive. Base pay for Police Sergeants and Lieutenants classifications shall be increased by the following educational incentive schedule to be paid on the first paycheck in July:

Annual Payment	Degree
\$500	Bachelor's Degree
\$750	Advanced Degrees (e.g MA, MBA, JD)

Both Police Sergeants and Lieutenants shall continue to be eligible to receive both the educational incentive and longevity pay. These incentives are not cumulative. Each Sergeant or Lieutenant can receive only one educational incentive per year and multiple degrees – at the same or different levels – do not trigger additional incentives.

## **ARTICLE 26 - SEVERABILITY**

In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and effect. The Union and the Employer shall immediately meet and attempt to renegotiate any provision found invalid.

## **ARTICLE 27 - HEALTH CARE BENEFITS**

The agreement reached at the State bargaining table concerning health care benefits shall be applicable to bargaining unit employees.

Health Care Benefit amounts are described in Appendix III (Agreement subject to verification by Benefits Office)

Refer to separate coalition agreement on Health Care Benefit amounts.

## **ARTICLE 28 - MANDATORY SUBJECTS**

- 28.1 The Employer shall satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the union staff representative in writing, with a copy to the Executive Director of the Union, of these changes. The Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Vice President of Labor Relations of any demands to bargain. In the event the Union does not request discussions and/or negotiations within thirty (30) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer shall notify the Union as soon as possible.
- 28.2 Prior to making any change in written agency policy that is a mandatory subject of bargaining; the Employer shall notify the Union and satisfy its collective bargaining obligations per Article 28.
- 28.3 The parties shall agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least seven (7) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.
- 28.4 Release Time
- A. The Employer shall approve paid release time for up to two (2) employee representatives who are scheduled to work during the time meetings or negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the Employer. The Employer will approve vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the university.
  - B. No overtime will be incurred as a result of negotiations and/or preparation for negotiations.
  - C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the University for Business Purposes.

## **ARTICLE 29 - TRAINING AND DEVELOPMENT**

- 29.1 Range and Ammunition. Management will make available range time, 100 rounds of ammunition, and targets for Lieutenants and Sergeants per month. Management will allow shift adjustments or over time to ensure four (4) hours of range time per month.
- 29.2 Professional Development Reimbursement. Management will provide reimbursement for approved professional development expenses for Lieutenants and Sergeants. Funds may be used for the purpose of improving job performance, maintaining and increasing proficiency, preparing Lieutenants and Sergeants for greater responsibility, or increasing promotional opportunities. Management must approve of the specific professional development request in advance. Denial will require written notification to the requesting Lieutenant or Sergeant.

## **ARTICLE 30 - DURATION**

This Agreement shall become effective on July 1, 2017 and shall remain in full force and effect until June 30, 2019. Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein.

**APPENDIX I - PAY TABLE**

**University of Washington - Contract Classified  
Teamsters 117 and WFSE Police Management Sergeants and Lieutenants  
Payscale Table BP**

Payscale Table BP

**APPENDIX II - JOB  
CLASSIFICATIONS**

**POLICE MANAGEMENT  
BARGAINING UNIT**

<b>JOB CODE</b>	<b>CLASSIFICATION</b>	<b>PAY TABLE BP SALARY RANGE</b>
8786	CAMPUS POLICE LIEUTENANT	3G
8787	CAMPUS POLICE SERGEANT	2G

### APPENDIX III - HEALTH CARE BENEFITS

- A. For the 2017-2019 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
  - 1. In ways to support value-based benefits designs; and
  - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

- 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
- 2. Use clinical evidence; and
- 3. Be the decision of the PEB Board.

- C. Appendix III (B) will expire June 30, 2017.
- D. The PEB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- E. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- F. Wellness
  - i. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
  - ii. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being

Assessment will be eligible to receive a twenty-five dollar (\$25) gift certificate. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

- G. The parties will meet at least quarterly, or more often if requested by either party, to discuss, in good faith the development of a fitness incentive program.

## APPENDIX IV - MEMORANDA OF AGREEMENT

### **Memorandum of Understanding #1** **(Fitness Incentive Program)**

The parties acknowledge and agree that the present Memorandum of Understanding is fully integrated into and constitutes part and parcel of the Collective Agreement agreed to between them and attached hereto by reference.

The Parties hereto agree as follows:

The parties will meet at least quarterly, or more often if requested by either party, to discuss, in good faith the development of a fitness incentive program.

### **Memorandum of Understanding #2** **(Wage reopener)**

The parties acknowledge and agree that this Memorandum of Understanding is fully integrated into and constitutes part and parcel of the Collective Agreement agreed to between them and attached hereto by reference.

The Parties hereto agree as follows:

"In the event the University of Washington is informed by Executive or Legislative action that it is expected to comply with any wage reduction applicable to State of Washington collective bargaining agreements, the University of Washington may re-open the bargaining agreement and bargain with the Union in order to ensure compliance therewith."

"In the event that the State allocates funds for wage increases, the Union may request to re-open the bargaining agreement and bargain with the Employer, subject to OFM determination regarding infeasibility."



**Memorandum of Understanding #3**  
**(Financial Infeasibility Concerning 2009-2011 CBA)**

This Memorandum of Understanding (MOU) by and between the Washington Federation of State Employees (Union), and the University Of Washington Board Of Regents (Employer) concerning the parties 2009 - 2011 Collective Bargaining Agreement. The parties agree to the following:

The parties recognize that economic terms described in articles 25.1, 25.2, 25.3, and 25.7 that were tentatively agreed to on September 11, 2008 were not funded, and will not be implemented, based upon a December 2008 finding by the Director of OFM that such terms were not economically feasible.

Attachment 1 is a list of the aforementioned economic terms.

**Attachment 1**

25.1 Effective January 1, 2010 through June 30, 2010 Sergeants will maintain a 15.5% supervisory differential over the employees they supervise. Effective July 1, 2010 through December 30, 2010 Sergeants will maintain a 16% supervisory differential over the employees they supervise. Effective January 1, 2011, Sergeants will maintain a 16.5 % supervisory differential over the employees they supervise.

25.2 Effective July 1, 2009, all employees will receive a 2.25% increase upon their base pay.

Effective July, 1, 2010, a new step (M) will be established on the pay scales for Sergeants and Lieutenants. Employees who have been at Step L for at least one year as of July 1, 2010 will move to step (M) effective the first pay period of July 2010. Employees who have been at step (L) less than a year as of July 1, 2010 will move to step (M) upon completion of one year at step (L).

25.3 Effective July 1, 2009, the employees will receive longevity pay in accordance with the following schedule: 30 years 6%.

25.7 Field Training Program: When there is a student officer in the Field Training Program, the designated Field Training Sergeant will receive an additional 5% salary increase during this time.

## SIGNATORIES

The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

Executed this 1<sup>st</sup> day of July, 2017

Washington Federation of State Employees:

University of Washington:

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Greg Devereux  
Executive Director

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Mindy Kornberg  
Vice President for Human  
Resources

Approved as to form:

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Ton Johnson  
Law Enforcement Labor Advocate

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Assistant Attorney General  
State of Washington

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Anthony Stewart  
Sergeant, UWPD

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Kevin Stewart  
Sergeant, UWPD

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Tom Olsen  
Lieutenant, UWPD