

# **A G R E E M E N T**

**By and Between**

**UNIVERSITY OF WASHINGTON**

**And**

**Teamsters Local Union No. 117**

**Affiliated With The  
International Brotherhood of Teamsters**



**Term of Agreement  
July 1, 2011 – June 30, 2013**

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**UNIVERSITY OF WASHINGTON**

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## **AGREEMENT**

### **ARTICLE 1 - PREAMBLE**

- 1.1 Pursuant to RCW 41.80, this Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the "University" or "Employer," and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."
- 1.2 The Employer agrees to recognize the Union's Business Representative or his/her designee as the sole negotiator for the Union and will discuss contract proposals only with that Business Representative or his/her designee.

### **ARTICLE 2 - NON-DISCRIMINATION**

- 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 on the basis of age, sex, marital status, status as an honorably discharged veteran, disabled veteran, or Vietnam era veteran, military status, sexual orientation, race, national origin, color, creed, religious or political beliefs or affiliation, genetic information, any real or perceived sensory, mental or physical disability, or membership in a labor organization. The parties agree that sexual harassment will not be tolerated within the workplace.
- 2.2 Employees are encouraged to raise complaints of unlawful discrimination through internal prescribed University complaint procedures (Administrative Policy Statement 46.3). Employees may also seek relief through the appropriate local, state, or federal agency charged with investigating such matters. Such external complaints shall not be subject to the Grievance Procedure of this Agreement; provided that nothing shall preclude an employee from filing a grievance over an alleged violation of Section 2.1 of this Agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 3.1 The Employer, through its designated management personnel, has the right and responsibility, except as expressly modified by this Agreement and federal and state law, 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, written reprimand) and discharge for just cause, layoff, promotion, reassignment or transfer, training of employees, establishment of work schedules in accordance with this Agreement, 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.

- 3.2 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 in accordance with law, rules, and precedent.
- 3.3 The Employer may reassign work from outside this unit to bargaining unit members or may reassign bargaining unit work from this unit into the UWPMA bargaining unit. Should any such reassignment result in the layoff of bargaining unit members, the University agrees to bargain with the Union prior to making the reassignment, except in cases of emergency.

#### **ARTICLE 4 - JOINT LABOR/MANAGEMENT COMMITTEE**

- 4.1 The Joint Labor/Management Committee shall normally be composed of three (3) members designated by the Union and one (1) Union staff representative. The Employer shall be represented by a like number on the Committee.
- 4.2 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 Labor/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.
- 4.3 Meetings of the Committee will be held as needed. Issues of an emergent nature shall be given agenda priority. Meetings of the Labor/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.
- 4.4 The Labor/Management Committee shall have no bargaining authority; however, any agreements reached through this process shall be reduced to writing and supported by the Union representatives and management.
- 4.5 Copies of agreed upon minutes shall be furnished to each member of the Committee.
- 4.6 Disposition of matters covered in a Labor/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 Employer and the Union.

#### **ARTICLE 5 - UNION RECOGNITION, UNION SECURITY, AND DUES DEDUCTION**

- 5.1 In accordance with the Public Employment Relations Commission's Certification, issued October 3, 2011, the Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Police Officers of the University of Washington; see, University of Washington, Decision 11185 (PSRA, 2011). This Agreement covers the employees in the bargaining unit and the work performed by such employees.

- 5.2 The Employer shall provide for payroll deduction of uniform union dues or fees for employees upon written authorization by the individual employee. Recognized payroll deduction authorization cards which are submitted to the Employer's Payroll Office by the 15<sup>th</sup> day of the month will be processed for the payday on the 25<sup>th</sup> of that month. Notification received after the 15<sup>th</sup> day of the month and by the last day of the month will be processed for the payday on the 10<sup>th</sup> of the following month.
- 5.3 In order to cancel payroll deduction of Union dues, fees, initiation fees, or assessments, it is the sole responsibility of the employee to file written notice with the Employer's Payroll Office and also to file written notice with the Union thirty (30) days prior to the effective date of such cancellation. However, the cancellation may cause the employee to be terminated. An employee leaving paid status should notify the Union and receive a withdrawal card for the duration of absence from paid status and/or the bargaining unit.
- 5.4 Twice each month the Employer's Payroll Office will transmit the total deducted amount of dues, fees, initiation fees, and assessments to the Union's office which will include a list of current members on Union dues deduction, gross straight-time pay, and any additions and deletions for that month. If Union dues, initiation fees, and assessments are not deducted in one month, they shall be deducted the following month.
- 5.5 Twice each month, the Employer shall submit to the Union a report containing the following data in electronic format, if maintained by the Employer, for all employees in the bargaining unit, for all employees who enter or leave the bargaining unit, and for all employees who stop or start deductions:
- a. Employee Identification Number
  - b. Employee name
  - c. Mailing address (Home and UW Box number)
  - d. Work phone number (if maintained by the University Payroll System)
  - e. Job class code
  - f. Job class title
  - g. Begin date in job class code
  - h. Salary range
  - i. Salary step
  - j. Part-time percent (FTE)
  - k. Separation date
  - l. Gross salary

The Union will maintain the confidentiality of all employee-mailing addresses.

- 5.6 As a condition of employment, all employees included in the bargaining unit are required to pay to the Union regular dues, a representation fee or a non association fee, and initiation fee within thirty calendar days of the beginning of their employment. The Employer will notify each employee hired into a bargaining unit position of this requirement. In addition, the Employer will distribute a recognized application for union membership and a copy of this contract to each new bargaining unit employee. The reproduction cost for union contracts will be shared by the Employer and the Union.

Failure of an employee to abide by the aforementioned provision of this Article shall constitute cause for discharge; however, the Employer has no duty to act until the Union makes an appropriate written request for discharge and verifies (by forwarding a copy of the written notice 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 Employer.

- 5.7 The Union will indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for actions taken by the Employer under this Article, including any issues related to the deduction of dues and fees. In all such cases, the Employer's reasonable attorney fees will be paid by the Union.
- 5.8 There will be no discrimination against any employee because of lawful Union membership activity or status, or non-membership activity or status.
- 5.9 The Employer agrees to deduct from the wages of any employee who is a member of the Union a Teamsters Legal Defense Fund deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer's Payroll Office and the Union. The beginning and/or termination of this deduction will be processed in the pay period received. Notification received by the 15<sup>th</sup> day of the month will be processed for the payday on the 25<sup>th</sup> of that month. Notification received after the 15<sup>th</sup> day of the month and by the last day of the month will be processed for the payday on the 10<sup>th</sup> of the following month. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with a report showing:
1. Employee name
  2. Employee Identification Number (EID)
  3. Amount deducted

The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under RCW 41.04.230(6).

- 5.10 When UWPD new employee orientation meetings are held, the Union will be allowed thirty (30) minutes of presentation time to speak to the employee(s) on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The Union Business Representative will be notified of all new employee orientation meetings, and such notice will be provided no later than fourteen (14) calendar days prior to the presentation date. In the absence of a Business Representative, a Union Shop Steward may conduct the presentation without a loss in compensation; provided, the presentation time will not be considered as "time worked" for the purposes of overtime.

## **ARTICLE 6 - UNION BUSINESS/REPRESENTATIVES**

- 6.1 The Employer recognizes the right of the Union to designate Business Representatives and Shop Stewards who shall be permitted to represent bargaining unit employees. The Union will inform the Office of Labor Relations of the Union representatives' names.

- 6.2 Paid release time for the designated Shop Stewards will be provided for representing employees at grievance meetings (including informal attempts at resolution) attended by both parties, for participating in Joint Labor/Management Committee meetings, for pre-disciplinary/pre-determination meetings, and for collective bargaining meetings. When designated Shop 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 supervision 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
- 6.3 The Union shall prevail upon all employees in the bargaining unit, and especially Shop 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's representatives in the speedy resolution of any grievances that may arise.
- 6.4 Bulletin Boards. The Employer shall designate a bulletin board for use by the Union for the posting of notices relating to official Union business and provide space for that purpose. At the Union's option, the Employer provided bulletin board(s) may be replaced by the Employer with a locked, covered bulletin board furnished by the Union. The Union will supply the Employer with a key to the bulletin board. Any costs associated with replacement, upkeep, or installation will be paid for by the union. Location of bulletin board to be determined by the Employer.
- 6.5 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 representatives 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.
- 6.6 A Union representative with three (3) day's written notice to the Police Chief or designee may present information prior to start of a shift , up to a maximum of once per month for each shift and may be cancelled by the employer due to operational necessity The presentation will not exceed ten (10) minutes in length. The Shift Supervisor reserves the right to terminate the presentation in order to complete roll call in a timely fashion.
- 6.7 All requests for information regarding bargaining unit from the Employer by the Union will be submitted in writing. Requests will clearly identify what information is being sought and include the reason for the request. Requests will not normally extend more than twenty-four (24) months prior to the date of the request. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the

Employer will contact the Union and the parties will discuss the scope and costs associated with the request and the amount the Union will pay for receipt of the information.

#### **ARTICLE 7 - UNION BUSINESS ACTIVITIES LEAVE**

- 7.1 Employees who desire to attend Union business functions or programs shall request leave at least fourteen (14) calendar days 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, unused compensatory time, or leave without pay.
- 7.2 Union Shop Stewards shall be allowed a total of thirty-two (32) working hours per year without loss of pay to participate in Union training seminars. Upon request, additional time off may be granted. Said time off must be approved in advance by the Shop Steward's supervisor and will be contingent upon the supervisor's ability to provide proper work coverage during the requested time off.
- 7.3 The Employer agrees to release Shop Stewards for the Union's annual Shop Steward Seminar, without a loss of pay. The Seminar will be conducted on a single day in March of each year, unless mutually agreed otherwise. The Union will give thirty (30) calendar days advance notice of the Shop Steward Seminar. Time spent attending the Shop Steward Seminar will be credited against the thirty-two (32) hours referenced in 7.2.
- 7.4 Employees may, at the discretion of the Chief of Police, be granted leave without pay to participate in employment with the Union on projects or activities of a specified duration, upon request of the Secretary-Treasurer or designee to the Police Chief. The request will be submitted in writing at least thirty (30) calendar days in advance and cite the duration of the assignment. No more than one (1) employee will be released at any given time. At the beginning of the project or activity, upon request by the Employer, the employee will surrender all employer-issued items to the Department. Any employee participating in such employment with the Union must submit a Request for Approval of Outside Professional Work for Compensation form in advance of such employment consistent with Administrative Policy Statement (APS) 47.3.

#### **ARTICLE 8 - EMPLOYEE RIGHTS**

- 8.1 Probationary Periods. The probationary period of employees shall be in accordance with RCW 41.08.100. Probationary period rejections shall be in writing. Any probationary employee so notified may request internal Departmental review of such determination. This request, however, shall not postpone the designated termination date. Rejections during the probationary period are not grievable.
- 8.2 Employee Personnel & Department Files. For purposes of this agreement, "department file" shall refer to the employee personnel file maintained by the University of Washington Police Department. The employee and/or Union representative may schedule a time to examine the employee's official personnel file located in the Human Resources Office upon written request of the employee to the Human Resources Representative. The employee and/or Union representative may schedule a time to examine the



employee's department file located in the University of Washington Police Department upon written request to their department manager. A representative of HR or management will be present as appropriate. The Human Resources Representative or designee (official personnel file) or the department manager (department file) may remove any documents in an employee's file which were obtained through assurances of any confidentiality to a third party at the time of original appointment.

However, the employee and/or Union representative shall have access to any such information in the file to be utilized in a formal grievance filed under this Agreement. A copy of any correspondence or letters issued and intended to be included in an employee's official or department personnel file shall be mailed or given to the employee prior to becoming a permanent part of the official or department files. The employee shall receive a copy of all materials placed in the employee's official or department personnel files other than routine personnel items such as payroll documents. An employee shall have the right to include his/her comments and supporting documentation with materials in either the official or department personnel files.

Employees may request that certain materials in their official and department personnel files be reviewed for possible removal. Employees may request that the Employer remove evidence of Verbal Reprimands and Written Reprimands from the official and department personnel files after three (3) years, provided no similar violations have occurred within the thirty-six (36) months from the date of the Reprimand. Once removed, the evidence of the Reprimand may not be used for further discipline nor introduced into arbitration by the Employer as evidence against the employee. Records of Suspensions will be removed from an employee's official and department personnel file after seven (7) 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.

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.

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

Unauthorized parties shall not have access to any employee's personnel file or department file.

### 8.3 Destruction or retention of information.

- (1) Information shall be retained by the Employer as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the institution.

- (2) 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, will be kept in a confidential file and shall not be released to the public or a prospective employer without the consent of the employee except as required by law.
- (3) Adverse material related to employee misconduct or alleged misconduct which is sustained may be released if required under a Public Records Act (PRA) request or as otherwise required by law. If released, the name of the employee 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) Documents in a supervisory file will not be placed in the official personnel file or Department 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 file or department file. All material in the supervisory file of non-probationary employees, absent unusual circumstances, will be removed annually in October.
- (5) Names of employees will not be released unless required by law, and names of employees will be deleted from the Department's Annual Report.
- (6) Prior to release of any information about an employee pursuant to a PRA request, the employee 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.

8.4 Indemnification. The Employer will indemnify and hold harmless employees for activities arising out of and/or duties assigned during their employment in accordance with University policy.

8.5 Performance Evaluations. Performance evaluations will be conducted on a regular basis in accordance with Departmental policy. 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 without written authorization from the employee, unless subject to legal process. Employees may seek reconsideration of their performance evaluation in accordance with Department Policy and will receive a written response.

8.6 VEBA Medical Reimbursement Plan. The Employer will offer a VEBA Medical Reimbursement Plan for all members of the bargaining unit. The bargaining unit will vote to authorize the Employer 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 one percent (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 Employer, on behalf of each bargaining unit member, will contribute one and two-tenths percent (1.2%) of regular pay to the VEBA Medical Reimbursement Plan.

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

## **ARTICLE 9 - SICK LEAVE**

### **9.1 Sick Leave -Accrual.**

- (1) Full-time classified employees shall accrue eight (8) hours of sick leave credit for each month of completed classified service. Paid sick leave may not be used in advance of accrual.
- (2) Employees working less than a full time schedule shall accrue sick leave credit on the same prorated basis that their employment schedule bears to a fulltime schedule.
- (3) Sick leave credits shall not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month.

### **9.2 Sick Leave - Use.**

- (1) Sick leave shall be allowed an employee under the following conditions:
  - a. Because of and during illness, disability, or injury which has incapacitated the employee from performing required duties.
  - b. 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.
  - c. To care for a spouse, or same or opposite sex domestic partner, child (including a child residing in the employee's home through foster care, legal guardianship or custody), parent, sister, brother, parent-in-law, grandchild or grandparent of the employee who has a serious health condition or emergency health condition.
  - d. Except as provided in subsection (1)(c) of this Section, 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 personnel officer may authorize sick leave use as provided in this subsection for other than family members. The applicability of "emergency," "necessary care," and "extended care" shall be made by the personnel officer.

- e. 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 arrangements for extended care.
  - f. Because of illness or injury of a family member who is a person of disability and requires the employee's presence to provide short-term care of to make arrangements for extended care.
  - g. To provide emergency child care for the employee's child. Such use of sick leave is limited to three (3) days in any calendar year, unless extended by the personnel officer.
  - h. Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
  - i. 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 employing official or designee.
- (2) Sick leave may be granted for condolence or bereavement.
- (3) 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 supervisor.

9.3 Sick Leave - Reporting Verification.

- (1) Employees shall report illness or disability to the immediate supervisor at the beginning of any period of sick leave and daily thereafter unless prearranged. The employee is not required to provide the details of the condition except as required by law.
- (2) Upon returning to work, the employee may be required by the University to submit medical certification consistent with University policy.

9.4 Bereavement Leave. Paid leave in addition to that as provided in Section 10.1 shall be granted for bereavement as follows:

Three (3) days of bereavement leave shall be granted for each death of a family member or household member (defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another but does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune).

9.5 Parental Leave.

- (1) Parental leave shall be granted to a permanent employee because of the birth of a child of the employee and in order to provide care, or because of the placement of a child with the employee for adoption or foster care.

- a. Parental leave shall not total more than four months, including any portion covered by Family and Medical Leave Act, unless additional time is granted by the employer.
  - b. Requests for up to four months of parental leave may be denied on the basis of operational necessity.
  - c. Parental leave must be taken during the first year following the child's birth or placement of the child with the employee for adoption or foster care.
- (2) The employee shall submit a written request for parental leave to the employing official or designee and must receive the approval of both the employing official and the personnel officer.
- a. The employee shall provide not less than thirty (30) days' notice, except that if the child's birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide notice as is practicable.
  - b. Within ten (10) working days of the receipt of the request for leave not covered by FMLA, the institution shall provide the employee with a written response and, if the leave is denied, rationale supporting the operational necessity.
- (3) Parental leave may be a combination of vacation leave, personal holiday, compensatory time, sick leave, and leave of absence without pay. The combination and use of paid and unpaid leave during a parental leave shall be per choice of the employee.
- (4) If necessary due to continued approved parental leave, the employee shall be allowed to use eight (8) hours per month of any paid leave for up to four (4) months, including the twelve (12) workweeks provided by FMLA during a parental leave of absence without pay to provide for continuation of benefits as provided by the Public Employee Benefits Board. The Employer shall designate on which day of each month the eight (8) hours paid leave will be used.
- (5) A total of twelve (12) work weeks of appropriate paid leave or leave without pay in a twelve (12) month period for an eligible employee may be designated under the Family and Medical Leave Act (FMLA) for parental leave or a serious health condition, or a combination of both. An eligible employee for FMLA is an employee who has worked for the state for twelve (12) months for at least one thousand two hundred fifty (1,250) hours and who is the parent of a newborn, adopted, or foster child.

#### 9.6 Worker's Compensation - Leave.

- (1) Employees who suffer a work related injury or illness that is compensable under the State workers' compensation law may select time loss compensation exclusively, leave payment exclusively, or a combination of time loss compensation and accrued paid leave.

- (2) Employees taking sick leave during a period in which they receive workers' compensation under the industrial insurance provisions for a work related illness or injury shall receive fully sick leave pay, less any industrial insurance payments for time loss during the sick leave period.
  - a. Until eligibility for workers' compensation is determined by the Department of Labor and Industries, the Employer may pay full sick leave, provided that the employee shall return any overpayment when the salary adjustment is determined.
  - b. Sick leave hours charged to an employee who receives workers' compensation, as a result of the time loss, shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.
- (3) During a period when an employee receives pay for vacation leave, compensatory time off, or holidays, and also receives workers' compensation for time loss, he/she is entitled to both payments without any deduction for the industrial insurance payment.
- (4) When an employee receives workers' compensation payment for time loss and is on leave without pay, no deductions will be made for the industrial insurance payment.
- (5) An employee who sustains an industrial injury, accident, or illness, arising from employment shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of layoff seniority or change in annual increment date may be granted at the option of the employing institution.

9.7 Sick Leave - Compensation for.

- (1) Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
  - a. In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds four hundred eighty (480) hours may choose to convert sick leave hours earned in the previous calendar year, minus those used during the year, to monetary compensation.
    - i. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty (480) hours.
    - ii. Monetary compensation for converted hours shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee's current salary.
    - iii. All converted hours will be deducted from the employee's sick leave balance.

- iv. Hours which are accrued, donated, and returned from the shared leave program in the same calendar year, may be included in the converted hours for monetary compensation.
- b. Employees who separate from state service on or after September 1, 1979, due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of twenty-five percent (25%). Compensation shall be based upon the employee's salary at the time of separation. The twenty-five percent (25%) will be put into the employee's VEBA. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.
- (2) Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
- (3) An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave.

9.8 Sick Leave - Former Employees.

- (1) Former state employees who are reemployed within three (3) years of separation shall have their former sick leave balance restored.
- (2) Upon subsequent retirement or death of a retired State employee who has returned to State service, only that unused sick leave accrued since the original retirement minus that taken within the same period may be compensated; this restriction shall not apply to other returning employees.

**ARTICLE 10 - VACATIONS**

10.1 Vacation Leave - Accrual. Full-time employees eligible for vacation leave shall accrue vacation leave, to be credited monthly, at the following rates:

<u>During</u>	<u>Paid Vacation Days</u>	<u>Hours</u>
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> or more years	23	184

- 10.2 Employees working less than full-time schedules shall accrue vacation leave credit on the same prorated basis that their appointment bears to a full-time appointment.
- 10.3 The scheduled period of cyclic year position leave of absence without pay shall not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year position employees.
- 10.4 Vacation leave credits shall not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month, nor shall credit be given toward the rate of vacation leave accrual except during military leave without pay.
- 10.5 Scheduling. Seniority for purposes of establishing the annual vacation schedule only shall be defined as length of service from most recent date of hire in State service. The vacation schedule shall be established in accordance with department policy. The parties recognize that this provision will not alter current vacation scheduling practice.

#### ARTICLE 11 - HOLIDAYS

- 11.1 Designated Holidays. The present holiday schedule includes the following eleven (11) days with pay:
- New Year's Day
  - Martin Luther King Jr.'s Birthday (Third Monday of January)
  - Veteran's Day
  - President's Day (Third Monday of February)
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day After Thanksgiving
  - Christmas Day
  - One (1) Personal Holiday
- 11.2 Work on Holidays.
- (a) Classified employees working twelve-month schedules or cyclic year position employees who work full monthly schedules throughout their work year shall receive the number of holidays for which they qualify during their scheduled work year as set forth in this Section. Qualification is determined by being in pay status on the workday preceding the holiday(s).
- (b) Cyclic year position employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday(s) in that month.



- (c) Part-time classified employees shall be entitled to the number of paid hours on a holiday that their monthly schedule bears to a full time schedule.
- (d) Full-time alternate work schedule employees shall receive eight (8) hours of regular holiday pay per holiday. Any differences between the scheduled shift for the day and eight hours may be adjusted by use of vacation leave, use or accumulation of compensatory time as appropriate, or leave without pay.
- (e) When a holiday falls on an employee's regularly scheduled day off, he/she shall receive a day of compensatory time off.
- (f) Holiday time worked shall be compensated as follows:
  - i. When full-time employees work on a designated holiday, they 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 off may be granted by the institution in lieu of monetary payment.
  - ii. When classified employees working less than a full-time schedule work on a designated holiday, they shall receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full-time schedule, plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.
- (g) The Employer will not adjust any employee's regularly scheduled holiday work hours without thirty (30) days written notice.

## **ARTICLE 12 - LEAVES-GENERAL**

- 12.1 Leaves Involving Military Personnel and Domestic Violence Situations. In addition to its own policies, which may be amended from time to time, the Employer will comply with Washington State Law as it applies to leaves for Military Personnel and Domestic Violence situations.
- 12.2 Family Medical Leave Act. The Employer agrees to comply with the provisions of the Family Medical Leave Act in accordance with University policy, and will inform the Union, at least sixty (60) days prior any changes to its policies and/or practices with respect to Family Medical Leave, in order to allow for impact bargaining to take place and be concluded prior to the implementation of such changes.
- 12.3 Bereavement Leave. Employees will be eligible for bereavement leave in accordance with Section 9.4.
- 12.4 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. Employees shall reimburse the Employer for all compensation received for such civil duty, exclusive of expenses incurred.

12.5 Military Leave

- (1) Employees shall be entitled to military leave with pay, not to exceed fifteen (15) working days during each year, beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.
- (2) Such leave shall be in addition to any vacation and sick leave to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges, or pay.
- (3) During military leave, the employee shall receive the normal base pay.
- (4) Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

12.6 Shared Leave. Employees will be eligible to participate in the Shared Leave program as contained in applicable State law and regulations.

12.7 Emergency Child Care Leave.

- (1) Absence due to child care emergencies as defined shall be charged to one (1) of the following:
  - a. Compensatory time;
  - b. Vacation time;
  - c. Sick leave;
  - d. Personal holiday;
  - e. Leave without pay.
- (2) Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave. Accrued compensatory time shall be used before any other leave is used.
- (3) Use of vacation leave, sick leave, and leave of absence without pay for emergency child care is limited to a maximum of three (3) days each category of leave per calendar year.
- (4) The employee upon returning from such leave 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.
- (5) For other unforeseen emergencies employees may request emergency leave. If approved, such emergency leave may be charged against unused vacation or compensatory leave at the employee's discretion.

- 12.8 Education Leave. Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for up to one (1) year. Requests for educational leave and educational leave renewals requires approval of the Chief of Police.
- 12.9 Voting. The Employer shall grant leave time for voting in accordance with RCW 49.28.120.

**ARTICLE 13 - UNIFORMS/PERSONAL ITEMS**

- 13.1 Uniforms/Equipment. The Department shall issue to each employee the following items:

Name Tags	2
Shirts	3 long sleeve, 3 short sleeve
Trousers	3 pair
Trousers Belt	1
Hat	1
Ties	2
Tie Bar	1
Flat Badge with wallet	1
Shoulder Patches	7 pair
Badges	3 (1 hat, 1 uniform, 1 wallet)
Rain Coat	1
Jacket (with liner)	1
Gun Belt and Holster	1
Ammunition Holders	3
Handcuffs and holder	1
Handgun	1
Chemical Irritant	2
Body Armor	1
Defensive Baton	1
Taser (as available/if necessary)	1
Load Bearing Suspenders	(based on Officer request)

In accordance with Department policy, the Employer agrees to replace items on the above list when they become damaged or worn. In addition, the Employer agrees to provide all equipment necessary for specialized assignments.

- 13.2 Personal Items. In accordance with Departmental policy, employees will be reimbursed for personal items lost, damaged, or destroyed in the line of duty.
- 13.3 Cleaning Allowance. The University will pay for the cleaning of Department issued uniforms, as well as for necessary work clothing requiring cleaning worn by Officers assigned to non-uniform assignments.

- 13.4 Non-Uniformed Assignment Clothing Allowance. The University will provide a clothing allowance of three hundred dollars (\$300) per calendar year for Officers while they are assigned to non-uniform assignments.
- 13.5 A uniform committee shall be convened with three (3) Union members and two (2) other employees selected by the Department. The committee will make recommendations regarding uniform selection.

#### **ARTICLE 14 - SENIORITY AND LAYOFF**

- 14.1 Seniority. Seniority for purposes of layoff shall be defined as the number of calendar days an employee has been continuously employed in the classified service. Classified service of less than full time shall be considered full-time service. Authorized leave of absence without pay shall not constitute a break in service; however, the time spent on such leave shall not be included in computing seniority, except for employees in cyclic year positions. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their unbroken service the veteran's active military service to a maximum of five (5) years' credit. Bargaining unit (UWPOA and Teamsters Local 117) seniority shall be used for internal department use (e.g., selection of days off, shift selection, and vacation scheduling) where applicable.
- 14.2 Seniority List. In the event of an impending layoff, the Employer will inform the Union of the least senior employees. The Employer will provide the Union a list of bargaining unit employees with their Departmental seniority.
- 14.3 Layoff. Layoff Definition: Layoff shall be defined as a reduction in the number of positions covered by this Agreement that is intended to be permanent or prolonged. Layoff will be in reverse order of seniority, i.e., last hired is first to be laid off.

In the event an employee covered by this Agreement accepts a permanent position at the UWPD that is not covered by this Agreement and subsequently returns to the bargaining unit, bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Employees who qualify to bridge seniority may exercise their former seniority to obtain a bargaining unit position, if laid off from a current UWPD position.

Layoff Notification: The Employer will notify the employee of the position to be eliminated and the Union at least thirty (30) calendar days in advance of the date of the projected layoff. During the notice period the Employer will do the following, in order, as specified below:

1. Officers laid off will be put on the rehire list for twenty-four (24) months.
2. Officers on the rehire list will be offered re-employment, in reverse order of seniority, before outside applicants are offered the position.
3. Officers offered re-employment from the rehire list shall be given up to one (1) week to determine if he/she wants the position; and if accepted, such Officers shall be given up to one (1) additional week to report to work.

For purposes of layoff, if a current employee is called to service in the military the service will count toward seniority.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

- 15.1 Standard Workday/Regular Work Schedule. The standard workday/schedule for full-time bargaining unit employees shall consist of ten (10) hours of work over four (4) consecutive days within a seven (7) day period. The only exception is that the Administrative Officer shall have a standard work schedule of eight (8) hours of work over five (5) consecutive days within a seven (7) day period. Modifications to schedules shall be negotiated between the parties.
- 15.2 Temporary deviation from the regular work schedule will be allowed in difficult scheduling situations; however, it is the intent of the Department to avoid such changes if not voluntarily requested by the employee. If the Department must alter a shift, the employee must be given a minimum of seventy-two (72) hours notice of the change. All hours that deviate from the regular work schedule with less than seventy-two (72) hours notice will be compensated at one and one-half (1.5) times the regular rate of pay.
- 15.3 Rest/Lunch Periods. Employees in the bargaining unit shall be granted a paid fifteen (15) minute rest period within each half of the workday, and a paid 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, and within the geographical boundaries designated in the Policy and Procedures Manual.
- 15.4 Overtime. Employees qualify for overtime compensation under the following conditions:
1. Work in excess of the assigned work shift, or work in excess of forty (40) hours in a work week.
  2. All time that the employee is in a pay status, such as sick leave or vacation leave or compensatory time use, shall be used for purposes of calculating the workday and workweek.
  3. Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half (1.5) 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 16.
  4. The Employer may establish FLSA Section 7(k) work periods for members of the bargaining unit. If the work period involves a schedule other than as provided in Section 15.1, mutual agreement shall be required to establish the new work period.
  5. Overtime shall be earned at a minimum of four (4) hours per assignment for planned overtime or similar "re-charge" or overtime events.
  6. Employees will be compensated at straight time for overtime shifts cancelled with less than seventy-two (72) hours notice.

- 15.5 Call Back Pay. When an employee has left the University and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive two (2) hours of bonus "call back pay" plus time actually worked. The bonus call-back pay shall be compensated at the regular rate; while the actual time worked shall be compensated at time and one-half (1.5). Time worked immediately preceding the regular shift does not constitute call back, provided the 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 return to the work station does not qualify for call back pay.
- 15.6 Standby Pay. Compensation for a scheduled or nonscheduled work period employee required to restrict off-duty activities to be available for duty will be three dollars and seventy-five cents (\$3.75) per hour.
- 15.7 Scheduled Court Assignments. When employees are required to be available or 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.
- 15.8 Overtime Assignments. General overtime needs shall be determined and scheduled by the Employer.
- Football Events. Assignments for football events shall be awarded based on seniority. If no officer desires the assignment, the overtime will be assigned on a rotating basis. All officers will routinely be assigned to work football events unless such assignment is specifically changed by the Chief or the Chief's designee. Officers who are assigned to a shift the night immediately before a football event or the night immediately after the event will not be required to work the football event.
- 15.9 Shift Selection. Employee assignments within the Patrol Division will occur on the first Monday following the end of the quarter in June and shall be awarded based upon seniority. Approximately three (3) months before then the Department will publish a call for written requests on shift assignment. Employees will make their first three (3) choices known. Employees will learn of the assignment, including days off associated with their assignment, immediately after the bidding process is completed. Assignments will take effect near the end of August or beginning of September. In general, the Labor Day holiday will signal the start of the new shift assignments.

Residence Hall assignments will be made prior to all others. Assignment of the remaining officers will begin with selection(s) for day and night shifts. The bid for assignments will continue until all positions are filled. The following general rules apply to assignments:

1. During the term of this Agreement, no employee will be reassigned to a different shift other than the shift awarded by seniority except in situations where the University has good cause to do so.
  2. Shift selection shall be an appropriate subject for the Joint Labor/Management Committee.
  3. If a shift becomes available as a result of trainees being released for duty, and if there is at least four (4) months until the next shift change, the shift will be posted and awarded by seniority. The new trainee released for duty will take the senior officers shift. If no employee desires the shift, the trainee scheduled for assignment will be assigned that shift. The parties recognize that for the betterment of the Department it may be necessary to assign a trainee to a specific shift.
  4. Voluntary shift trades will be allowed as long as overtime costs are not incurred.
  5. Employees will not be permitted to work more than eighteen (18) hours in a twenty-four (24) hour period unless an exception is voluntarily agreed upon between the employee and their supervisor.
- 15.10 Posted "Pre-Scheduled" Mandatory Overtime Shift Assignments. The current mandatory overtime process will be maintained. Officers required to work "pre-scheduled" mandatory overtime will be given a minimum of three (3) days notice.

#### **ARTICLE 16 - COMPENSATORY TIME OFF**

- 16.1 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, can be paid or taken as compensatory time.
- 16.2 Use/Cashout. 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 17 - DISCIPLINE AND DISMISSAL**

- 17.1 Discipline and dismissal shall be for just cause. The Employer shall engage in progressive discipline, although both parties recognize that some conduct is serious enough to warrant suspension or discharge for the first offense.
- 17.2 Upon request, disposition of Internal Investigation reports and supporting documents will be removed from employee's official and department personnel files after three (3) years if no similar incidents have occurred from the date of issuance.

## ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement.

The content of performance evaluations and verbal reprimands shall not be grievable. Employees may submit rebuttals to performance evaluations, letters of counsel, and any reprimand, which will be attached to the applicable document(s).

It is the desire and intent of the parties, through the following grievance procedure, to provide an orderly and timely adjudication of grievances. Within this spirit, the procedure is not a substitute for or in any way to inhibit open communications between the employee and supervision. In the presentation of grievances, the employee shall be safe from restraint, interference, discrimination, or reprisal.

Grievances may be filed by individual members of the bargaining unit, groups of employees, or the Union.

- 18.2 Employee Representation. The Union, as exclusive representative of bargaining unit employees, is the responsible representative of said employees in grievance matters. Only the Union may take a matter to arbitration.

- 18.3 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 for 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 to the next step of the grievance procedure. All references to days shall be considered calendar days and the parties shall have until 5:00pm on the first working day following a Saturday, Sunday or Holiday to meet their grievance procedure obligations should a time requirement in the grievance procedure end on a Saturday, Sunday or Holiday.

- 18.4 Meetings. Meetings and discussions on the grievance held between the parties in connection with steps one through three shall normally be held during the Employer's regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant and Union representative for reasonable time spent in this regard during the employee's scheduled duty hours.

- 18.5 Steps of Grievance Procedure. All grievances shall be processed in accordance with the following procedure:

- A. Step One – Department Resolution. Within fourteen (14) calendar days of the occurrence (or knowledge of the occurrence or when the grievant reasonably should have known of the occurrence) of a situation, condition, or action which caused the grievance, the employee(s) affected and/or the Union representative shall present the written grievance to the appropriate supervisor for resolution. The written grievance will include a description of the issue being grieved, including the relevant facts, the contract section(s) alleged to have been violated, and the remedy sought. The parties will attempt to meet and resolve the grievance



within fourteen (14) calendar days of the time the grievance is filed. The Department shall provide a written response within fourteen (14) calendar days of the actual meeting date, or in the event no meeting occurred, from twenty-eight (28) calendar days from when the grievance was filed. If the Department fails to provide a written response, the grievance shall be deemed to automatically move to Step 2.

- B. Step Two – Labor Relations Resolution. If a satisfactory settlement is not reached in Step 1, and the Union wishes to pursue the matter further, the written grievance shall be referred to University's Office of Labor Relations within fourteen (14) calendar days after the written response is received or due from Step 1. The parties shall attempt to resolve the grievance within fourteen (14) calendar days following the date of the written Step 2 submittal. The University's Office of Labor Relations shall provide a written response within twenty-eight (28) calendar days from when the written grievance was referred to Step 2. If the University's Office of Labor Relations fails to provide a written response, the grievance shall be deemed to automatically move to Step 3.
- C. Step Three - Mediation. In the event the grievance is not resolved within the required time period above, the written grievance may then be submitted to the University's Office of Labor Relations for mediation within fourteen (14) calendar days after the Step 2 written response is received or due from Step 2. Within fourteen (14) calendar days of the request for mediation, the Employer may either submit the matter to the PERC for appointment of a mediator (copied to the Union), or decline in writing to utilize mediation. If the University's Office of Labor Relations fails to respond to the request for mediation, the grievance shall be deemed to automatically move to Step 4.
- D. Step Four - Arbitration. If mediation fails to resolve the grievance within a reasonable time, or if the University rejects mediation, the grievance may be submitted to arbitration, unless withdrawn by the Union. The Union must submit the request for arbitration to the University's Office of Labor Relations within thirty (30) calendar days from the final date of mediation, or receipt of the University's rejection of mediation. The arbitration process will be administered by the PERC using a list of nine arbitrators from either Washington or Oregon. The parties will select an arbitrator using the alternate strike method.
- 18.6 Decisions made by an arbitrator will be final and binding on both parties. The cost of 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 shall have no authority to add to, subtract from, or modify any provision of this Agreement.
- 18.7 Grievance documents shall be maintained separately from employee personnel files. Employee personnel files will accurately reflect the final outcome of a grievance.

## ARTICLE 19 - EMPLOYEE REPRESENTATION

- 19.1 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.
- 19.2 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, written reprimand, or verbal reprimand) of him/her shall be entitled to be represented by a designated Union representative of his/her choice. The employee to be interviewed shall be afforded reasonable time prior to the interview to consult with the Union representative.
- 19.3 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.
- 19.4 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 and the Union, upon request.
- 19.5 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.
- 19.6 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, a copy of the audio recording, 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, copy of the audio recording, or verbatim transcript provided to the employee. The transcript will be provided if a transcript is made.
- 19.7 Interviewing shall be completed within a reasonable time and the employee shall be entitled to reasonable breaks for personal necessities, meals, telephone calls, consultant with the Union, and rest periods.
- 19.8 All interviews shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the basis for disciplinary action.
- 19.9. The employee will not be threatened with dismissal or other disciplinary action as a guise to obtain his/her resignation, nor shall he/she be subject to abusive or threatening language or intimidating in any other manner. No promises or rewards shall be made as an inducement to answer questions.

- 19.10 No employee shall be required to unwillingly submit to a polygraph examination.
- 19.11 The Employer agrees to provide the employee with the entire contents of the employee's investigation file prior to the imposition of any personnel action which could result in discipline or dismissal. Upon written authorization from the employee, the Employer will provide the Union a copy of the investigation file.
- 19.12 Assigned storage space may be searched by the University. An employee's personal property may not be searched relative to an internal investigation without a search warrant.
- 19.13 When an employee, whether on duty or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a formal written or recorded statement for forty eight (48) hours after the incident. The employee will provide any other information necessary to secure evidence, identify witnesses, or apprehend suspects. When the employee is required to make a formal written statement or recorded statement, the employee shall be afforded all protections afforded by this agreement.
- 19.14 When an employee is required to make a verbal, written, or recorded statement, the employee shall be afforded all protections afforded by this Agreement, Washington State law, and the Constitutions of both the United States and State of Washington, including but not limited to, his/her Miranda, Garrity, and Weingarten rights.
- 19.15 The procedures regarding the, "Use of Force Resulting in Serious Injury or Death," shall be in accordance with internal department policy (CALEA 1.3.8). This policy shall be subject to the grievance procedure (Article 18).

**ARTICLE 20 - LONGEVITY AND PREMIUMS**

- 20.1 Longevity. Effective July 1, 2005, employees will receive longevity pay in accordance with the following schedule:

5 years	One percent (1%)
10 years	Two percent (2%)
15 years	Three percent (3%)
20 years	Four percent (4%)
25 years or more	Five percent (5%)

- 20.2 FTO Assignments: Field Training Officers (FTOs) will receive a three (3) step increase for hours worked performing FTO responsibilities. When assigning FTOs, the Department will make a request for volunteers. If there are no volunteers, the Department will assign an FTO. The Department will make a good faith effort to equalize situations where employees are mandated to perform FTO responsibilities, unless the Department determines that a particular assignment will benefit the training needs of the trainee.
- 20.3 The K-9 Officer shall receive a two percent (2%) premium (the current K-9 MOU will continue through the term of this Agreement).

- 20.4 Certified instructors assigned to provide training, other than an FTO assignment, will receive a seven and a half percent (7.5%) premium for the entire day if they spend at least four (4) hours of their shift providing training.
- 20.5 The Department will provide parking for employees when they are required to work at football games.
- 20.6 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 three (3) steps above his/her present salary, or shall receive the salary at the bottom of the range for the classification in which s/he is working, whichever is greater, for all such time worked.
- 20.7 Multilingual/Sign Language/Braille Premium Pay. Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one (1) language, and/or sign language (ASL), and/or Braille, as identified by the Chief, the employee shall receive premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

#### **ARTICLE 21 – CONTRACTING OUT**

- 21.1 The Employer will not contract out work which results in the layoff of bargaining unit employees who are employed prior to the time of execution or renewal of this Agreement. The Employer will provide bargaining unit members the first opportunity to volunteer for extra work opportunities prior to utilizing other police agencies to augment Departmental staff.
- 21.2 Rather than implement the competitive contracting provisions of the Personnel System Reform Act of 2002, the parties agree to engage in collaborative process and quality improvement teams. When either party identifies an issue pertaining to cost, productivity, or work quality that could lead to/or result in specific cost savings, a team will be commissioned to review the specific work involved and the cycle times, cost, and quality of the work, looking for steps that may be modified/eliminated and opportunities for increased efficiency and quality. The team will make recommendations regarding changes in systems, equipment, resources, processes, and training to enable employees to improve the work. The team may also discuss these matters with other unions when issues relating to jurisdiction or distribution of work create barriers to work improvements.

#### **ARTICLE 22 – PERFORMANCE OFF DUTY/STRIKE/LOCKOUT**

- 22.1 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 or her duties to the best of his or her abilities.

- 22.2 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 informational picketing.
- 22.3 The Employer shall not institute any lockout of employees during the term of this Agreement.

### **ARTICLE 23 - TUITION EXEMPTION**

- 23.1 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 executing this Agreement; 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 (6) 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 (6) 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 their supervisor for release time to attend course sessions, or make appropriate arrangements with their supervisor to reschedule work hours to accommodate course schedules.
- 23.2 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 24 – SEVERABILITY**

- 24.1 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.
- 24.2 The Union and the Employer shall immediately meet and attempt to renegotiate any provision found invalid.

### **ARTICLE 25 – WAGES**

- 25.1 Increment Increases. Employees will receive an annual salary adjustment on their periodic increment date until such time as the employee reaches the top step of the salary range. Employees shall continue to receive increment increases at the rate of two (2) steps each twelve (12) months unless they are newly hired at step A, in which case they will receive a two (2) step increase at six (6) months then two (2) steps annually thereafter.

25.2 Increment Adjustments. In support of the Department's efforts to strengthen police officer retention, employees at step E shall receive three (3) steps on their annual increment date.

**ARTICLE 26 – DURATION**

26.1 This Agreement shall become effective on July 1, 2011 and shall remain in full force and effect until June 30, 2013.

26.2 Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein.

**UNIVERSITY OF WASHINGTON**

**TEAMSTERS LOCAL UNION NO. 117/IBT**

  
\_\_\_\_\_  
**MINDY KORNBERG**  
Vice President of Human Resources

  
\_\_\_\_\_  
**TRACEY A. THOMPSON**  
Secretary-Treasurer

4/17/2012

3-26-12

Date

Date

*Approved as to form:  
David G. ...  
4/12/12*

**Fitness Incentive Program**

Within the first six (6) months of this Agreement, the Employer and the Union will form an Ad Hoc Joint Labor/Management Committee to discuss a Pilot Fitness Incentive Program.

**Health Care Benefits**

- A. 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 annually for benefits in calendar year 2012 and calendar year 2013, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.
- B. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability, and dental insurance coverage.
- C. Wellness. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- D. The health care grievance procedure adopted at the State negotiations table shall be deemed adopted under this Agreement.