

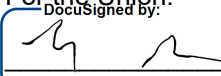
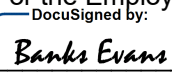
ARTICLE 1 - PREAMBLE

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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 their designee as the sole negotiator for the Union and will discuss contract proposals only with that Business Representative or their designee.

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  Mike Mitchell 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>
--	---

12 Date



ARTICLE 2 - NON-DISCRIMINATION

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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 race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, veteran status, or membership or non-membership in a labor organization. Unlawful harassment, including sexual harassment, is a form of prohibited discrimination and will not be tolerated within the workplace in accordance with Executive Order 31 on Nondiscrimination and Affirmative Action.

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. The process or findings of 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.

2.3 The term "Employee" as used in this Agreement includes male, female, transgender, gender non-conforming, and non-binary employees covered by this Agreement.

Tentatively Agreed To:	
<p>For the Union: DocuSigned by:  Mike Miskell 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>

24 Date



ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

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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, as defined by RCW 41.80.040.

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 temporarily reassign work from outside this unit to bargaining unit members or may temporarily reassign bargaining unit work from this unit into the UWPMA bargaining unit. Temporary is defined as reassignment of work for three (3) weeks or less due to unexpected absences or unexpected overtime opportunities. Under no circumstance shall the unit's bargaining unit work be reassigned for more than three (3) weeks unless mutually agreed to by the Union and the Employer. For the purposes of this Article, unexpected shall be defined as the Employer becoming aware with less than one (1) week's notice.

Tentatively Agreed To:	
<p>For the Union: DocuSigned by:  Mike Mitchell 492...</p>	<p>For the Employer: DocuSigned by:  Banks Evans 427...</p>
<p>Date 7/10/2024</p>	<p>Date 7/10/2024</p>

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ARTICLE 4 - JOINT LABOR/MANAGEMENT COMMITTEE

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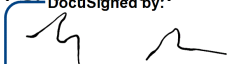
4.1 The Joint Labor/Management Committee shall normally be composed of three (3) members designated by the Union and one (1) Union staff representative. The Employer shall be represented by a like number on the Committee. The Union staff representative shall be the sole decision maker to determine whether their attendance is necessary at the Joint Labor/Management 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 quarterly unless mutually agreed upon by both parties. 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 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.

Tentatively Agreed To:	
<p>For the Union: DocuSigned by:  Mike Wiskell 7/10/2024</p>	<p>For the Employer: DocuSigned by: <i>Banks Evans</i> Banks Evans 7/10/2024</p>

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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 Dues Deduction.

Payroll dues deduction for employees in certified bargaining units is permitted when the employee provides the Union with authorization to deduct payments and the Union provides the Employer notice of the employee's authorization. The Employer shall deduct membership dues and any other authorized Union fee deductions to the Union from the employee's salary and remit the amounts to the Union (Administrative Policy Statement 43.2).

The Employer will refer member(s) to Shop Stewards and/or Union Representative(s) regarding any Union paperwork regarding membership, deductions, Legal Defense Fund, etc. The Employer will not engage member(s) regarding such paperwork other than to refer the member(s) to the Shop Stewards and/or Union Representative(s).

A. The Union shall transmit to the Employer via a web based electronic reporting system by the cut-off date for each payroll period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have revoked their authorization for deduction. The Employer will provide instructions and templates for the web based electronic reporting system and provide a calendar of required payroll cut-off dates.

5.3 Revocation.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the Union Constitution, Bylaws, and the terms and conditions of their signed membership card. The revocation will become effective no later than the second payroll after receipt of the notice from the Union. 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 Once each month the Employer's Payroll Office will transmit the total deducted amount of dues and deductions to the Union's office. Twice each month the Employer will electronically transmit a list of current members on Union dues deduction, gross straight-time pay, and any additions and deletions for that month.

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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. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law. The Union will indemnify the Employer for any violations of employee privacy committed by the Union in connection with the data received by the Union pursuant to this Section.

5.6 A copy of the Collective Bargaining Agreement will be made available online to all bargaining unit employees. The Employer and the Union are responsible for their own reproduction costs. The Union will be responsible for any printed contracts for their members.

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, the initiation fee, DRIVE, the Union Legal Defense Fund, or other deductions initiated by the union, initiation fees and assessments. In all such cases, the Employer's reasonable attorney fees will be paid by the Union.

5.8 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. Notification received by the 15th day of the month will be processed for the payday on the 25th of that month. Notification received after the 15th day of the month and by the last day of the month will be processed for the payday on the 10th of the following month. The Employer agrees

1 to remit any deductions made pursuant to this provision to the Union together with
2 a report showing:

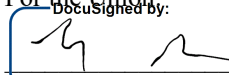
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- 4 A. Employee name
- 5 B. Employee Identification Number (EID)
- 6 C. Amount deducted
- 7

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

10
11 5.9 When UWPD new employee orientation meetings are held, the Union will be
12 allowed thirty (30) minutes of presentation time to speak to the employee(s) on
13 matters concerning the rights of employees, responsibilities of the Union, and
14 services available to the membership. The Union Business Representative will be
15 notified of all new employee orientation meetings, and such notice will be provided
16 no later than fourteen (14) calendar days prior to the presentation date. In the
17 absence of a Business Representative, a Union Shop Steward may conduct the
18 presentation without a loss in compensation; provided, the presentation time will
19 not be considered as "time worked" for the purposes of overtime.

20
21 5.10 DRIVE: DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)

22
23 The Employer agrees to deduct from the paycheck of all employees covered by this
24 Agreement voluntary contributions to DRIVE. Employees who wish to volunteer for the
25 deduction will submit a signed authorization to DRIVE and to the Employer prior to the
26 initial deduction. The Employer will make the deduction from the paycheck of each
27 employee who has volunteered starting with the first possible paycheck subsequent to
28 receipt of the authorization and continue to do so until the employee cancels the
29 authorization in writing. DRIVE shall notify the Employer of the amounts designated by
30 each contributing employee that are to be deducted from their paycheck on a week basis
31 for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a
32 monthly basis, in one (1) check the total amount deducted along with the name of each
33 employee on whose behalf a deduction is made, the employee's social security number
34 and the amount deducted from the employee's paycheck. The International Brotherhood
35 of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the
36 expenses incurred in administering the weekly payroll deduction plan.
37

Tentatively Agreed To:	
For the Union: DocuSigned by: 	For the Employer: DocuSigned by: Banks Evans
Date: 08552A78026A492... 7/10/2024	Date: C5469E99932C427... 7/10/2024

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 names of Union representatives and Shop Stewards.

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.

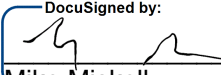
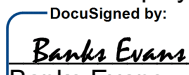
The Employer shall designate a bulletin board for use by the Union for the posting of notices relating to official Union business and provide space for that purpose. At the Union's option, the Employer provided bulletin board(s) may be replaced by the Employer with a locked, covered bulletin board furnished 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.

- 1 6.6 A Union representative with three (3) day's written notice to the Police Chief or
- 2 designee may present information prior to start of a shift, up to a maximum of once
- 3 per month for each shift and may be cancelled by the Employer due to operational
- 4 necessity. The presentation will not exceed ten (10) minutes in length. The Shift
- 5 Supervisor reserves the right to terminate the presentation in order to complete
- 6 roll call in a timely fashion.
- 7
- 8 6.7 All requests for information regarding the bargaining unit by the Union will be
- 9 submitted in writing to the Office of Labor Relations. Requests will clearly identify
- 10 what information is being sought and include the reason for the request. Requests
- 11 will not normally extend more than twenty-four (24) months prior to the date of the
- 12 request. When the Union submits a request for information that the Employer
- 13 believes is unclear or unreasonable, or which requires the creation or compilation
- 14 of a report, the Employer will contact the Union and the parties will discuss the
- 15 scope and costs associated with the request and the amount the Union will pay for
- 16 receipt of the information.
- 17

Tentatively Agreed To:

<p>For the Union:</p> <p>DocuSigned by:</p>  <p>Mike Miskell</p> <p>7/10/2024</p>	<p>For the Employer:</p> <p>DocuSigned by:</p>  <p>Banks Evans</p> <p>7/10/2024</p>
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ARTICLE 7 - UNION BUSINESS ACTIVITIES ABSENCES

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3 7.1 Employees who desire to attend Union business functions or programs shall request
4 time off at least fourteen (14) calendar days prior to the planned absence. The Chief, or
5 designee, shall determine if the absence will be approved. If approved, the leave will
6 either be accrued and unused vacation time off, unused compensatory time, or unpaid
7 time off.
8

9 ~~7.2 Union Shop Stewards shall be allowed a total of thirty-two (32) working hours per year~~
10 ~~without loss of pay to participate in Union training seminars. Upon request, additional~~
11 ~~time off may be granted. Said time off must be approved in advance by the Chief of~~
12 ~~Police or designee and will be contingent upon the department's ability to provide proper~~
13 ~~work coverage during the requested time off.~~
14

15 7.23 The Employer agrees to release Shop Stewards for the Union's annual Shop
16 Steward Seminar, without a loss of pay. The Seminar will be conducted on a single
17 day in March of each year, unless mutually agreed otherwise. The Union will give
18 thirty (30) calendar days advance notice of the Shop Steward Seminar. ~~Time spent~~
19 ~~attending the Shop Steward Seminar will be credited against the thirty-two (32)~~
20 ~~hours referenced in 7.2.~~
21

22 7.4 Employees may, at the discretion of the Chief of Police, be granted unpaid time off
23 to participate in employment with the Union on projects or activities of a specified
24 duration, upon request of the Secretary-Treasurer or designee to the Police Chief.
25 The request will be submitted in writing at least thirty (30) calendar days in advance
26 and cite the duration of the assignment. No more than one (1) employee will be
27 released at any given time. At the beginning of the project or activity, upon request
28 by the Employer, the employee will surrender all employer-issued items to the
29 Department. Any employee participating in such employment with the Union must
30 submit a Request for Approval of Outside Professional Work for Compensation
31 form in advance of such employment consistent with Administrative Policy
32 Statement (APS) 47.3. During the duration of the approved unpaid time off, the
33 employee will use eight hours of vacation time off, compensatory time off, or
34 personal holiday per month to maintain health insurance benefits.
35

ARTICLE 8 - EMPLOYEE FILES

8.1 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 and "official personnel file" refers to the employee's personnel file maintained by University of Washington Human Resources. 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. Prior to this review, 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 personnel or department personnel file shall be mailed or given to the employee prior to becoming a permanent part of the official personnel or department files. The employee shall receive a copy of all materials placed in the employee's official personnel or department personnel files other than routine personnel items. An employee shall have the right to include comments and supporting documentation with materials in both the official personnel or department personnel files.

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 official personnel file or department file.

8.2 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 official personnel file for each employee will be maintained by the appropriate Human Resources Operations department and will accompany the employee throughout the employee's service career at the University of Washington. The departmental file will be maintained by the

1 department.

- 2
- 3 A. This does not preclude the Employer from maintaining payroll, benefits,
 4 medical, and computer records in accordance with the University retention
 5 schedule and state and/or federal law.
- 6
- 7 B. Individual supervisors may create and retain documents in a supervisor tickler
 8 file. Documents in the supervisor file will not be placed in the department or
 9 personnel file unless they are incorporated as part of an official action (such as
 10 a performance evaluation or a corrective action), which should then be retained
 11 in the appropriate official personnel or departmental file. All material in the
 12 supervisor file, absent unusual circumstances, will be removed annually in
 13 October.
- 14
- 15 C. Adverse material or information related to employee misconduct or alleged
 16 misconduct which is determined to be false and all such information in
 17 situations where the employee has been fully exonerated of wrong-doing shall
 18 be kept in a confidential file and shall not be released to a prospective employer
 19 without the consent of the officer. Adverse material related to employee
 20 misconduct or alleged misconduct which is sustained may be released if
 21 required under a Public Records request, or as otherwise required by law. If
 22 released, the name of the officer will be deleted from the document unless the
 23 name of the officer has already been made public, or if disclosure is otherwise
 24 required by law.
- 25
- 26 D. Prior to release of any information about an employee pursuant to a Public
 27 Records request, the officer will be notified of the request and, to the extent
 28 possible, allowed four (4) business days to seek an injunction before the
 29 information is released. Confidential files will be kept in the Police Department.
- 30
- 31 E. Notwithstanding the provisions of this Article, the Employer may retain
 32 information relating to employee misconduct or alleged misconduct if the
 33 employee requests that the information be retained or if the information will be
 34 needed in a pending legal action.

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36 **8.3 Removal of Documents**

37 Except when the employee was the subject of a substantiated finding of sexual
 38 misconduct, or dismissal, suspension, reduction in salary, involuntary demotion,
 39 the following shall apply:

- 40 A. Record of Written Reprimands will be removed from an employee's personnel
 41 file and remain in an internal affairs file after five (5) years if:
- 42 1. Circumstances do not warrant a longer retention period;
 43 2. There has been no subsequent discipline; and
 44 3. The employee submits a written request for removal.
- 45
- 46 B. Records of Written Reprimands not removed after five (5) years and remain in

1 an internal affairs file will be removed after seven (7) years in accordance with
2 Washington State law if:

- 3 1. There has been no subsequent discipline; and
- 4 2. The employee submits a written request for its removal.

5
6 Nothing in this Section will prevent the Employer from agreeing to an earlier
7 removal date, unless ~~to dedoing~~ so would violate prevailing Washington State law.

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10 **8.4 Indemnification.**

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

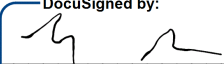
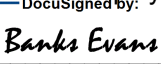
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15 **8.5 Performance Evaluations.**

16 Performance evaluations will be conducted on a regular basis in accordance with
17 Departmental policy. Employees will have the right to submit rebuttals to performance
18 evaluations and have the rebuttals attached to the evaluation. Evaluations will not be
19 provided to outside agencies without written authorization from the employee, unless
20 ~~subject to legal process~~ otherwise required by law. Employees may seek
21 reconsideration of their performance evaluation in accordance with Department
22 policy and will receive a written response.

23
24 **8.6 Third Party Requests for Public Records.**

25 Labor Relations will notify the Union of public records requests for information
26 received by the UW Office of Public Records that directly concerns and
27 encompasses Teamster 117 members. Notification will be provided ~~in order to~~
28 allow for a ten (10) day protest period.

29

Tentatively Agreed To:	
<p style="margin: 0;">For the Union:</p> <p style="margin: 0; font-size: small;">DocuSigned by:</p>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="margin: 0;">Mike Wiskel 7/11/2024</p>	<p style="margin: 0;">For the Employer:</p> <p style="margin: 0; font-size: small;">DocuSigned by:</p>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="margin: 0;">Banks Evans 7/11/2024</p>

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ARTICLE 9 - SICK TIME OFF

9.1 Sick Time Off - Accrual.

- A. Full-time classified employees shall accrue eight (8) hours of sick time off for each month of completed classified service. Paid sick time off may not be used in advance of accrual.
- B. Employees working less than a full-time schedule shall accrue sick time off credit on the same prorated basis that their employment schedule bears to a fulltime schedule.
- C. Employees with leave without pay exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment. Sick ~~leave-time off~~ accruals must not exceed eight (8) hours in a month.

9.2 Sick Time Off - Use.

- A. Sick time off shall be allowed an employee under the following conditions:
 - 1. For the employee's own mental or physical illness, disability, injury or health condition or for preventative care such as medical, dental, or optical appointment(s).
 - 2. For a family member's illness, injury, health condition, or disability or preventative care such as medical, dental, or optical appointment(s).
 - 3. By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
 - 4. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reasons a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.
 - 5. Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.
 - 6. For family care emergencies. A childcare emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency childcare 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. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements.
 - 7. When an employee is required to be absent from work to care for members of the employee's household or family members because of

emergencies not covered by A(2) above. The applicability of "emergency," "necessary care," and "extended care" shall be made by the Chief or designee.

8. When requested as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under Title 50A RCW. This time off may be subject to verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW.
9. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking as defined in RCW 49.76.020. The Employer may require the request for leave for this purpose be supported by verification per Administrative Policy Statement 46.8.
10. For an employee to be with a spouse or registered domestic partner who is a member of the armed forces of the United States, National Guard, or reserves after the military spouse or registered domestic partner has been notified of an impending call or order to active duty, before deployment, or when the military spouse or registered domestic partner is on leave from deployment.
11. When an employee request to use sick leave-time off for the purposes of parental leave to bond with a newborn, adoptive or foster child for a period of up to eighteen (18) weeks. Sick leave-time off for this purpose must be taken during the first year following the child's birth or placement.

B. Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, and sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, or grandparent. Child also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and parent-in-law also includes de facto parent, foster parent, stepparent, or legal guardian. Family member includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

- C. Sick time off may be granted for:
1. Condolence or bereavement of a family or household member, including the stillbirth or miscarriage of a child (Article 12.4).
 2. When the employee is unable to report to work due to inclement weather (Article 12.10).
 3. To bond with a newborn, adoptive or foster child for a period beyond eighteen (18) weeks. Sick time off for this purpose must be taken during the first year following the child's birth or placement.

1 D. Use of Vacation Time Off or Compensatory Time Off for Illness/Injury.

2 An employee who has used all accrued sick time off shall be allowed to use
3 accrued vacation and/or compensatory time off for the reasons outlined in Article
4 9.2 when approved in advance or authorized by the employee's supervisor.

5
6 9.3 Sick Time Off - Reporting Verification.

7
8 A. Employees shall report illness or disability to the immediate supervisor at the
9 beginning of any period of sick time off and daily thereafter unless prearranged.
10 The employee is not required to provide the details of the condition except
11 as required by law.

12 B. Verification of sick time off usage may only be requested if an employee uses or
13 requests to use paid time off after absences of three (3) consecutive scheduled
14 work days.

15
16
17 9.4 Sick Time Off - Compensation for.

18
19 A. Employees shall be eligible to receive monetary compensation for accrued
20 sick time off as follows:

21
22 1. In January of each year, and at no other time, an employee whose year-end
23 sick time off balance exceeds four hundred eighty (480) hours may choose
24 to convert sick time off hours earned in the previous calendar year, minus
25 those used during the year, to monetary compensation.

26
27 a. No sick time off hours may be converted which would reduce the
28 calendar year-end balance below four hundred eighty (480) hours.

29 b. Monetary compensation for converted hours shall be paid at the rate of
30 twenty-five percent (25%) and shall be based upon the employee's current
31 salary.

32 c. All converted hours will be deducted from the employee's sick time off
33 balance.

34 d. Hours which are accrued, donated, and returned from the shared
35 leave program in the same calendar year, may be included in the
36 converted hours for monetary compensation.

37
38 2. Employees who separate from state service due to retirement or death shall
39 be compensated for their unused sick time off accumulation at the rate of
40 twenty-five percent (25%). Compensation shall be based upon the
41 employee's salary at the time of separation. The twenty-five percent (25%)
42 will be put into the employee's VEBA. For the purpose of this subsection,
43 retirement shall not include "vested out-of-service" employees who leave
44 funds on deposit with the retirement system.

45
46 B. Compensation for unused sick time off shall not be used in computing the

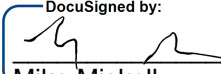
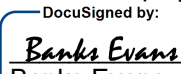
1 retirement allowance; therefore no contributions are to be made to the retirement
2 system for such payments, nor shall such payments be reported as
3 compensation.
4

5 C. An employee who separates from the classified service for any reason other than
6 retirement or death shall not be paid for accrued sick time off.
7

8 **9.5 Sick Time Off - Former Employees.**
9

10 A. In accordance with State law, former eligible employees who are re-
11 employed shall be granted all unused sick time off credits, if any, if they
12 return to classified employment within five years of termination.

13 B. Upon subsequent retirement or death of a retired State employee who has
14 returned to State service, only that unused sick time off accrued since the original
15 retirement minus that taken within the same period may be compensated; this
16 restriction shall not apply to other returning employees.
17

Tentatively Agreed To:	
<p>For the Union:</p> <p>DocuSigned by:</p>  <p>Mike Miskell</p> <p>7/10/2024</p>	<p>For the Employer:</p> <p>DocuSigned by:</p>  <p>Banks Evans</p> <p>7/10/2024</p>

18 Date

19

ARTICLE 10 - VACATIONS

10.1 Vacation Time Off - Accrual.

Full-time employees eligible for vacation time off shall accrue vacation time off, to be credited monthly, at the following rates:

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

10.2 Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred eighty (280) hours). However, there are two (2) exceptions that allow vacation time off to accumulate above the maximum:

- A. If an employee's request for vacation time off is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation time off maximum (currently two hundred eighty (280) hours), the Employer shall grant an extension for each month that the Employer defers the employee's request for vacation time off.
- B. An employee may also accumulate vacation time off days in excess of the statutory limit (currently two hundred eighty (280) hours) as long as the employee uses the excess balance prior to that employee's anniversary date. Any time off in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date (time off service date).

10.3 Employees working less than full-time schedules shall accrue vacation time off on the

1 same prorated basis that their appointment bears to a full-time appointment.

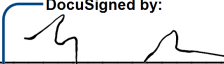
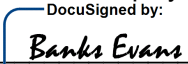
2
3 10.4 Vacation time off credits shall not accrue when unpaid time off exceeds eighty (80) hours
4 in a calendar month, prorated for part-time employment.

5
6 10.5 Scheduling.
7 Seniority for purposes of establishing the annual vacation schedule only shall be defined
8 as length of service from most recent date of hire in State service.

9
10 A. Vacation Bidding:
11 1. Vacation bidding will occur annually. The bidding process will begin
12 immediately following shift selections as defined in Section 15.9.
13 2. Bidding will occur in seniority order.
14 3. Employees may select a maximum of two (2) scheduled work weeks
15 during the bidding process.

16
17 B. Supplemental Time Off Requests:
18 1. Once the vacation bidding process is complete employees may submit
19 additional time off requests.
20 2. Requests shall be granted on a first-come-first-served basis.
21 3. In the event multiple requests are submitted for the same dates at the
22 same time, the requests will be awarded based on seniority.
23

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  Mike Miskel 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>
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ARTICLE 11 - HOLIDAYS

11.1 Holidays.

A. Scheduled 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
- Juneteenth (June 19th)
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (Day After Thanksgiving)
- Christmas Day

•

One (1) Personal Holiday - See section E below.

B. Holiday Credit Time Off.

1. To be paid for a holiday not worked, Employees must be in pay status for at least four (4) hours to the last scheduled work shift preceding the holiday(s).
2. Classified employees working twelve-month schedules shall receive the number of holidays for which they qualify during their scheduled work year as set forth in this Section.
3. 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.
4. Full-time alternate work schedule employees shall receive eight (8) hours of regular holiday pay per holiday.

C. Holiday Credit

When a holiday falls on an employee's regularly scheduled day off, the employee shall receive eight hours (8) of holiday credit.

D. Compensation for Holiday Time Worked

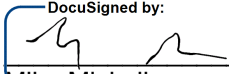
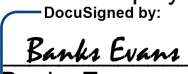
Holiday time worked shall be compensated as follows:

1. When full-time employees work on a designated holiday, they shall be paid holiday premium pay at time and one-half for all hours worked on such

- 1 holiday. The employee shall also receive eight (8) hours of holiday credit.
- 2 Compensatory time off may be granted by the institution in lieu of monetary
- 3 payment.
- 4 2. When employees working less than a full-time schedule work on a
- 5 designated holiday, they shall be paid premium pay at time and one-half
- 6 for all hours worked on such holiday. The employee will also receive the
- 7 prorated to full time number of hours of holiday credit. Compensatory time off
- 8 may be granted by the institution in lieu of monetary payment.
- 9 3. Any differences between the scheduled shift for the day and eight (8) hours
- 10 may be adjusted by use of vacation time off, use or accumulation of
- 11 compensatory time as appropriate, or unpaid time off.

E. Personal Holiday

- 13 1. Each employee may select one personal holiday each calendar year in
- 14 accordance with the following:
- 15 a) The employee has been continuously employed by the University
- 16 for more than four (4) months.
- 17 b) The employee has requested and been approved to take the
- 18 personal holiday in accordance with Article 10.6 Vacation Time
- 19 Off.
- 20 2. It is the employee’s responsibility to schedule the Personal Holiday
- 21 before December 31st. If not requested, it is forfeited.
- 22 3. Entitlement to the holiday will not lapse when it is cancelled by the
- 23 Employer and cannot be rescheduled before December 31st.
- 24 4. Full-time employees shall receive eight (8) hours of regular pay for the
- 25 personal holiday. Any differences between the scheduled shift for the
- 26 day and eight (8) hours may be adjusted by use of compensatory time,
- 27 holiday credit, use of vacation time, or unpaid time off.
- 28 5. Part-time employees shall be entitled to a pro-rated number of paid
- 29 hours on a Personal Holiday based on their FTE.
- 30
- 31
- 32

Tentatively Agreed To:	
<p>For the Union: DocuSigned by:  Mike Miskel 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>

Date

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34

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 (Administrative Policy Statement 45.4) and Domestic Violence situations (Administrative Policy Statement 46.8).

12.2 Federal Family and Medical Leave Act.

A. Consistent with the federal Family Medical Leave Act of 1993, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred and fifty (1250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) work weeks of leave per year for any combination of the following:

1. Parental leave to care for a newborn or newly placed child as defined in 12.3; or
2. Personal medical leave due to the employee’s own serious medical condition that requires the employee’s absence from work; or
3. Family medical leave to care for a family member who suffers from a serious medical condition that requires on-site care or supervision by the employee.
4. Any other condition that otherwise is included under the law.

12.3 Parental Leave.

A. Parental leave shall be granted to an 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.

1. 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.
2. Requests for up to four months of parental leave may be denied on the basis of operational necessity.
3. 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.

B. 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.

1. 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)

1 days, the employee shall provide notice as is practicable.

2 2. Within ten (10) working days of the receipt of the request for leave not covered
3 by FMLA, the institution shall provide the employee with a written response
4 and, if the leave is denied, rationale supporting the operational necessity.
5

6 C. Parental leave may be a combination of vacation time off, personal holiday,
7 compensatory time, sick time off, holiday credit, and unpaid ~~time off~~ time off.
8 The combination and use of paid and unpaid time off during a parental leave
9 shall be per choice of the employee. The employee may use paid time off
10 as a supplemental benefit under the Washington Paid Family & Medical
11 Leave Program (PFML) outlined in 12.3(F).
12

13 D. If necessary due to continued approved parental leave approved beyond the
14 FMLA period or if the employee is not eligible for FMLA, the employee shall be
15 allowed to use eight (8) hours per month of any accrued applicable paid time off
16 identified in 12.3(C) for continuation of employer paid health insurance benefits
17 for the duration of the approved leave of absence. The interspersed paid time
18 off will be applied to the first working day of the month.
19

20 E. A total of twelve (12) work-weeks of appropriate paid time off or unpaid time off
21 in a twelve (12) month period for an eligible employee may be designated under
22 the FMLA for parental leave or a serious health condition, or a combination of
23 both as outlined in section 12.2.
24

25 F. Washington Family Medical Leave Program (PFML) The Employer will pay the full
26 premium (Employer and Employee share) of the Senate Bill 5975 Section 8 as
27 allowed per Senate Bill 5975 Section 8(d). Employees hired on or after July 1,
28 2023, will have the full employee share of the premium deducted from their wages.
29 Employees requesting PFML benefits through the Employment Security
30 Department must provide notice to the University as outlined under RCW
31 50A.04.030.
32

33 12.4 Bereavement Time Off.

34 Three (3) days of bereavement time off shall be granted for each death of a family
35 member, including the miscarriage or stillbirth of a child. Family Member is defined
36 as: the employee’s spouse or same or opposite sex domestic partner, child, parent,
37 grandparent, grandchild, sister, or brother. It also includes individuals in the
38 following relationships with the employee’s spouse or domestic partner: child,
39 parent, and grandparent. “Child” also includes any child residing in the employee’s
40 home through foster care, legal guardianship or custody. Family members include
41 those persons in a “step” relationship or household member (defined as persons
42 who reside in the same home who have reciprocal duties to and do provide financial
43 support for one another but does not include persons sharing the same general house
44 when the living style is primarily that of a dormitory or commune). Bereavement
45 time off beyond three (3) days may be approved based on individual
46 circumstances, such as relationship of the employee to the deceased family

1 member, employee responsibility for making funeral arrangements, religious
 2 reasons and/or distance of travel out of the area. Upon the Employer's approval,
 3 the employee may choose to use the following types of time off for beyond the
 4 three (3) days: sick, vacation, holiday credit, comp time, personal holiday, or
 5 unpaid time off.

6
 7 **12.5 Civil Duty Time Off.**

8 Paid time off shall be granted to employees to serve on jury duty, as trial witnesses,
 9 or to exercise other subpoenaed civil duties. Employees may request to change their
 10 schedule to accommodate civil duty time off.

11
 12 **12.6 Military Time Off**

13
 14 A. Employees shall be entitled to military time off with base pay, not to exceed twenty
 15 one (21) working days during each federal fiscal year, beginning October 1st and ending
 16 the following September 30th, in order to report for active duty, when called, or to take
 17 part in active training duty in such manner and at such time as they may be ordered
 18 to active duty or active training duty in the Washington National Guard or of the Army,
 19 Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of
 20 any organized reserve or armed forces of the United States.

21
 22 B. Such time off shall be in addition to any vacation and sick time off to which an
 23 employee is entitled and shall not result in any reduction of benefits, performance
 24 ratings, privileges, or pay.

25
 26 C. Employees required to appear during working hours for a physical examination
 27 to determine physical fitness for military service shall receive full pay for the time
 28 required to complete the examination.

29
 30 **12.7 Shared Leave.**

31 Employees will be eligible to participate in the Shared Leave program as contained
 32 in applicable State law and regulations and University Administrative Policy (APS) 45.10.

33
 34 **12.8 Family Care Emergency.**

35
 36 A. An employee who is unable to report for or remain at work due to a family care
 37 emergency must be allowed to apply up to three (3) work days per calendar
 38 year of each of the following time off types available to the employee, to account
 39 for time away from work:
 40 a) Vacation time off
 41 b) Sick time off (see below)
 42 c) Unpaid time off
 43 d) Personal holiday (one day only)

44
 45 Sick time off in excess of three days may be used when a child's school or
 46 place of care has been closed by order of a public official for any health-related

1 reason.

2

3 B. Use of any of the above time off types is dependent upon the employee's
4 eligibility to use such time off.

5 C. The employee upon returning from such time off shall designate in writing to
6 which time off type the absence will be charged.

7 D. For other unforeseen emergencies employees may request emergency time off.
8 If approved, such emergency time off may be charged against unused vacation
9 time off, personal holiday, compensatory time, sick time off or holiday credit at
10 the employee's discretion.

11

12 12.9 Education Leave.

13 Employees may request a leave of absence without pay for educational purposes
14 to attend an accredited institution when it is related to employment. The period of
15 leave may be for up to one (1) year. Requests for educational leave and
16 educational leave renewals require approval of the Chief of Police.

17

18 12.10 Inclement Weather.

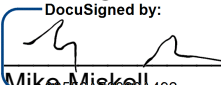
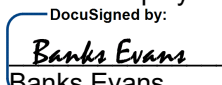
19 All employees are expected to report to work during incidents of inclement
20 weather. When the University is in operation but an employee requests time off to
21 deal with unanticipated problems related to natural disasters or inclement weather
22 conditions, and such request is approved, the employee may charge the absence
23 to accrued compensatory time, holiday credit, personal holiday, vacation time off
24 or unpaid time off.

25

26 12.11 Suspended Operations.

27 The Employer may designate employees as "Essential" under APS Administrative
28 Policy Statement 40.2. All employees in this bargaining unit are designated as
29 essential.

30

Tentatively Agreed To:	
<p>For the Union:</p> <p>DocuSigned by:</p>  <p>Mike Miskell</p> <p>7/10/2024</p>	<p>For the Employer:</p> <p>DocuSigned by:</p>  <p>Banks Evans</p> <p>7/10/2024</p>

31 Date

32

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
8 Point Hat	1
Baseball style cap	1
Ties	21
Tie Bar	1
Flat Badge with wallet	1
Shoulder Patches	7 pair
Badges	3 (1 hat, 1 uniform, 1 wallet)
Rain Coat <u>Raincoat</u>	1
Jacket (with liner)	1
Gun Belt and Holster	1
Ammunition Holders	3
Handcuffs and holder	1
Handgun	1
Chemical Irritant (OC Spray)	1
Body Armor	1
Defensive Baton	1
Taser (as available/if necessary) <u>and Holster</u>	1
Load Bearing Suspenders	(based on Officer request)
Jumpsuit	(after completion of probationary period <u>FTO</u>
<u>program</u>)	
Tourniquet	1
External Vest Carrier	(after completion of probationary period upon request)
Body Worn Camera	1
<u>Cell Phone</u>	<u>1 (for work related business only)</u>

Other equipment, including safety equipment, is provided in addition to the uniforms and personal equipment described in this Article.

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.

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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. Officers who request a jumpsuit will be responsible for cleaning the jumpsuit.

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.

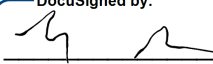
13.5 When uniform-related issues arise, a uniform committee shall be convened with three (3) Union members and two (2) other employees selected by the Department. The committee will make recommendations regarding uniform selection.

The uniform committee will meet to discuss safety equipment and other uniform issues. The committee will consider health and safety impacts, as well as the appropriateness of the equipment for the environment and work performed.

13.6 Health and Safety

- A. It is the policy of the University of Washington to create and maintain 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. Employees will play an active role in creating a safe and healthy workplace and will comply with all applicable health and safety rules. The Union and the Employer are jointly committed to the goal of implementing an effective health and safety program and accident prevention program that meets or exceeds WISHA requirements.
- B. Employees are encouraged to report immediately to the on-duty supervisor any apparent unsafe working condition. No employee shall be disciplined or retaliated against for reporting any such condition. Equipment or vehicles that have been reported as being in an unsafe operating condition must be approved as being safe for use by a supervisor prior to further utilization.
- C. It shall be appropriate for either the Union or the University to request that a Joint Union/Management committee be convened, with Environmental Health and Safety as a participating member, to discuss health and safety concerns and to explore options for addressing those concerns through appropriate training or other approaches.

Tentatively Agreed To:

<p>For the Union: <small>DocuSigned by:</small>  _____ Mike Mitchell 7/11/2024</p>	<p>For the Employer: <small>DocuSigned by:</small> <i>Banks Evans</i> _____ Banks Evans 7/11/2024</p>
---	---

1 Date
2

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. 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 to be affected. The Employer will provide the Union a list of bargaining unit employees with their Departmental seniority.

14.3 Layoff.

- A. 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.

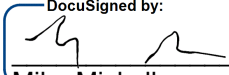
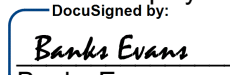
In the event an employee covered by this Agreement accepts a permanent position at the UWPD that is not covered by this Agreement and subsequently returns to the bargaining unit, bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. Employees who qualify to bridge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

- B. 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 they want the position; and if accepted, such Officers shall be given up to one (1) additional week to report to work.

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

Tentatively Agreed To:	
<p>For the Union:</p> <p>DocuSigned by:</p>  <hr/> <p>Mike Mickel</p> <p>7/10/2024</p>	<p>For the Employer:</p> <p>DocuSigned by:</p>  <hr/> <p>Banks Evans</p> <p>7/10/2024</p>

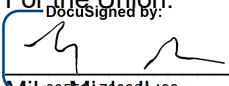
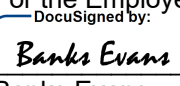
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ARTICLE 17 - DISCIPLINE AND DISMISSAL

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- 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 The use of documents maintained in employee files for discipline or in any disciplinary proceeding shall be in accordance with the principles of just cause.
- 17.3 Forms of discipline include written reprimand, reduction in pay, suspension, involuntary demotion, and discharge. Rejections during the probationary period are not subject to the grievance procedure.
- 17.4 The probationary period of employees shall be in accordance with RCW 41.06.133. Probationary period rejections shall be in writing. Rejections during the probationary period are not subject to the grievance procedure.

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  _____ Mike Mickel 7/10/2024</p>	<p>For the Employer: DocuSigned by:  _____ Banks Evans 7/10/2024</p>
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18

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, letters of counsel, and verbal reprimands shall not be subject to the grievance procedure. Employees may submit rebuttals to performance evaluations, letters of counsel, and verbal reprimands, which will be attached to the applicable document(s). Records of verbal reprimands and letters of counsel will be maintained in an employee's supervisory file only and purged in accordance with Section 8.2 (4) of the CBA.

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.

1
2 **18.5 Steps of Grievance Procedure.**

3 All grievances shall be processed in accordance with the following procedure:
4

5 **A. Step One – Department Resolution.**

6 Within thirty (30) calendar days of the occurrence (or knowledge of the
7 occurrence or when the grievant reasonably should have known of the occurrence)
8 of a situation, condition, or action which caused the grievance, the employee(s)
9 affected, the shop steward, and/or the Union representative shall present the
10 written grievance to the Deputy Chief for resolution. The written grievance will
11 include a description of the issue being grieved, including the relevant facts, the
12 contract section(s) alleged to have been violated, and the remedy sought. The
13 parties shall meet and attempt to resolve the grievance within fifteen (15)
14 calendar days of the time the grievance is filed. The Department shall provide
15 a written response within fifteen (15) calendar days of the actual meeting
16 date, or in the event no meeting occurred, within thirty calendar days from
17 when the grievance was filed. If the Department fails to provide a written
18 response, the grievance shall be deemed automatically moved to Step 2.
19

20 **B. Step Two – Labor Relations Resolution.**

21 If a satisfactory settlement is not reached in Step 1, and the Union wishes
22 to pursue the matter further, the written grievance shall be referred
23 electronically to the University's Office of Labor Relations within fifteen (15)
24 calendar days after the written response is received or due from Step 1.
25 The parties shall meet and attempt to resolve the grievance within fifteen
26 (15) calendar days following the date of the written Step 2 submittal. The
27 University's Office of Labor Relations shall provide a written response within
28 thirty (30) calendar days of the actual meeting date, or in the event no
29 meeting occurred, within thirty (30) calendar days from when the grievance
30 was referred to Step 2. If the University's Office of Labor Relations fails to
31 provide a written response, the grievance shall be deemed automatically
32 moved to Step 3.
33

34 **C. Step Three - Mediation.**

35 In the event the grievance is not resolved within the required time period
36 above, the written grievance may then be submitted to the University's
37 Office of Labor Relations for mediation within thirty (30) calendar days after
38 the Step 2 written response is received or due. Within fourteen (14)
39 calendar days of the request for mediation, the Union may either submit the
40 matter to the PERC for appointment of a mediator (copied to the Employer),
41 or decline in writing to utilize mediation. If the University's Office of Labor
42 Relations fails to respond to the request for mediation, the grievance shall
43 be deemed automatically moved to Step 4.
44

45 **D. Step Four - Arbitration.**

46 If mediation fails to resolve the grievance within a reasonable time, or if the

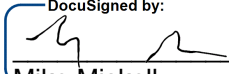
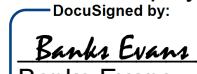
University declines mediation, the grievance may be submitted to arbitration, unless withdrawn by the Union. The Union must submit the request for arbitration to the University's Office of Labor Relations within thirty (30) calendar days from the final date of mediation, or receipt of the University's rejection of mediation. The arbitration of grievances for disciplinary actions, discharges, or terminations shall be administered by the PERC using a list of designated arbitrators established in accordance with RCW 41.58.070. For all other arbitrations, 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.

18.8 All formal grievance correspondences as outlined in this Article will include UW Labor Relations as a party to the correspondence.

Tentatively Agreed To:

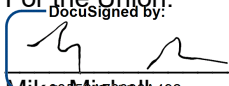
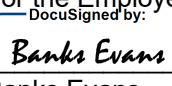
<p>For the Union: DocuSigned by:  Mike Mickel 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>
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ARTICLE 19 - EMPLOYEE RIGHTS

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- 3 19.1 The public has a right to expect efficient, fair, and impartial law enforcement.
4 Therefore, any alleged misconduct by an employee of the UWPD must be
5 thoroughly investigated to assure the maintenance of these qualities. Employees,
6 too, must be protected against false allegations of misconduct and have the
7 assurance that internal investigations will be conducted in a manner conducive to
8 good order and discipline.
9
- 10 19.2 Every employee who is the subject of an internal affairs investigation or who is
11 interviewed relating to a matter that could lead to discipline (dismissal, demotion,
12 suspension without pay, reduction in pay, written reprimand, or verbal reprimand)
13 of them shall be entitled to be represented by a designated Union representative
14 of their choice. The employee to be interviewed shall be afforded reasonable time
15 prior to the interview to consult with the Union representative.
16
- 17 19.3 Every employee who becomes the subject of an internal investigation shall be
18 advised who is in charge of the investigation, who will be conducting the interview,
19 and what initial policy violations have been alleged, prior to the initial investigatory
20 interview.
21
- 22 19.4 The Employer shall apprise the employee of the complaint made against them,
23 and allow the employee to read the allegations contained in the complaint. A
24 sanitized copy of the complaint shall be provided to the employee and the Union,
25 upon request.
26
- 27 19.5 The interview of any employee shall be at a reasonable hour, preferably when the
28 employee is on duty, unless the exigency of the interview dictates otherwise.
29 Whenever possible, interviews will be scheduled during the normal workday of the
30 employee.
31
- 32 19.6 The employee or the Employer may request that the interview be recorded, either
33 mechanically or by a stenographer. There can be no "off the record" questions.
34 Upon request, the employee shall be provided an exact copy of any written
35 statement the employee has signed, a copy of the audio recording, or a verbatim
36 transcript of any interview. Upon written authorization from the employee, the
37 Employer will provide to the Union a copy of any signed statement, copy of the
38 audio recording, or verbatim transcript provided to the employee. The transcript will
39 be provided if a transcript is made.
40
- 41 19.7 Interviewing shall be completed within a reasonable time and the employee shall
42 be entitled to reasonable breaks for personal necessities, meals, telephone calls,
43 consultant with the Union, and rest periods.
44

- 1 19.8 All interviews shall be limited in scope to activities, circumstances, or events which
- 2 pertain to the employee's conduct or acts which may form the basis for disciplinary
- 3 action.
- 4
- 5 19.9. The employee will not be threatened with dismissal or other disciplinary action as
- 6 a guise to obtain resignation, nor shall the employee be subject to abusive or
- 7 threatening language or intimidating in any other manner. No promises or rewards
- 8 shall be made as an inducement to answer questions.
- 9
- 10 19.10 No employee shall be required to unwillingly submit to a polygraph examination.
- 11
- 12 19.11 The Employer agrees to provide the employee with the entire contents of the
- 13 employee's investigation file prior to the imposition of any personnel action which
- 14 could result in discipline or dismissal. Upon written authorization from the
- 15 employee, the Employer will provide the Union a copy of the investigation file.
- 16
- 17 19.12 Assigned storage space may be searched by the University. An employee's
- 18 personal property may not be searched relative to an internal investigation without
- 19 a search warrant.
- 20
- 21 19.13 When an employee, whether on duty or off duty, uses deadly force which results
- 22 in the injury or death of a person, the employee shall not be required to make a
- 23 formal written or recorded statement for seventy-two (72) hours after the incident.
- 24 The employee will provide any other information necessary to secure evidence,
- 25 identify witnesses, or apprehend suspects.
- 26
- 27 19.14 When an employee is required to make a verbal, written, or recorded statement,
- 28 the employee shall be afforded all protections afforded by this Agreement,
- 29 Washington State law, and the Constitutions of both the United States and State of
- 30 Washington, including but not limited to, Miranda, Garrity, and Weingarten-rights.
- 31
- 32 19.15 The procedures regarding the, "Use of Force Resulting in Serious Injury or Death,"
- 33 shall be in accordance with internal department policy (CALEA 1.3.8). This policy
- 34 shall be subject to the grievance procedure (Article 18).
- 35

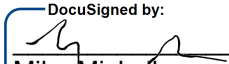

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  _____ Mike Wiskel 7/11/2024</p>	<p>For the Employer: DocuSigned by:  _____ Banks Evans 7/11/2024</p>
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ARTICLE 21 - CONTRACTING OUT

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The Employer will not contract out work which results in the layoff of bargaining unit employees. 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.

Tentatively Agreed To:	
For the Union:	For the Employer:
DocuSigned by:  Mike Miskell 08552A78026A492...	DocuSigned by:  Banks Evans C5469E99932C427...
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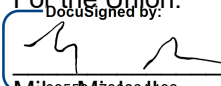
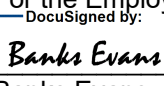
ARTICLE 22 - PERFORMANCE OF DUTY/STRIKE/LOCKOUT

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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 employees the right to strike or to refuse to perform their duties to the best of their 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.

Tentatively Agreed To:	
<p>For the Union:</p> <p><small>DocuSigned by:</small></p>  <p><small>DocuSigned by:</small></p> <p>Mike Wiskell</p> <p>7/10/2024</p>	<p>For the Employer:</p> <p><small>DocuSigned by:</small></p>  <p><small>DocuSigned by:</small></p> <p>Banks Evans</p> <p>7/10/2024</p>

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ARTICLE 23 - TUITION EXEMPTION

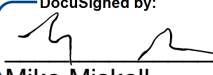
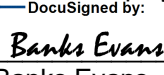
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23.1 Employees may participate in the University’s tuition exemption program as authorized by RCW 28B.15.558 and in accordance with guidelines approved by the Board of Regents. The following guidelines are applicable at the time of executing this Agreement; 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.

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  Mike Miskell 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>
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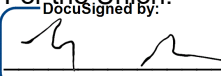
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ARTICLE 24 - SEVERABILITY

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- 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 Upon request from either party, the Union and Employer negotiating committee shall commence negotiations within thirty (30) days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.

Tentatively Agreed To:

<p>For the Union: <small>DocuSigned by:</small>  _____ Mike Wiske <small>2025-07-10 14:49:27...</small> 7/10/2024</p>	<p>For the Employer: <small>DocuSigned by:</small> <i>Banks Evans</i> _____ Banks Evans <small>2025-07-10 14:27:...</small> 7/10/2024</p>
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ARTICLE 26 - RESIGNATION AND ABANDONMENT

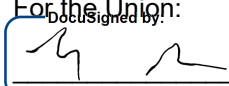
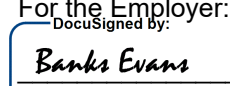
26.1 Resignation.

Employees are encouraged to provide at least two weeks' notice of resignation in writing. A written resignation may be withdrawn within twenty-four (24) hours excluding the employee's scheduled days off, after submitting the resignation. The employee may only withdraw one resignation per position held. The Employer may permit withdrawal of resignation at any time.

26.2 Presumption of Resignation/Abandonment.

- A. An employee who fails to appear for work and report absence to the supervisor, in accordance with departmental policy, on three (3) consecutive scheduled workdays, shall be deemed to have resigned. Notice of separation will be sent to the employee's last known address on record with the University's Payroll Office via certified mail after the third (3rd) consecutive day of absence. Prior to sending the notice, the Employer will attempt to contact the employee through current home telephone and emergency contact numbers on record in Employee Self-Service and departmental records.
- B. Within ten (10) calendar days of mailing the separation notice and upon proof that the failure to report absent could not reasonably have been avoided, an employee may submit to the Chief of Police a written petition for reinstatement. The Employer's decision to not reinstate may be grieved according to the grievance procedure in Article 18.

26.3 Separated employees have the right to compensation for accrued vacation leave according to University policy.

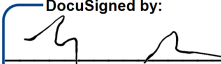
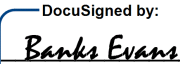
Tentatively Agreed To:	
<p>For the Union:</p> <p><small>DocuSigned by:</small></p>  <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p>Mike Miskell <small>1085907810261492...</small></p> <p>7/10/2024</p>	<p>For the Employer:</p> <p><small>DocuSigned by:</small></p>  <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p>Banks Evans <small>Banks Evans27...</small></p> <p>7/10/2024</p>

ARTICLE 27 - DURATION

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- 27.1 This Agreement shall become effective on July 1, ~~2023-2025~~ and shall remain in full force and effect until June 30, ~~2025~~2027.
- 27.2 Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein.

Tentatively Agreed To:

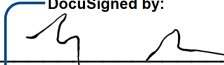
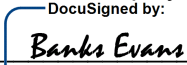
<p>For the Union: DocuSigned by:  _____ Mike Miskell C5469E99932C427... 7/10/2024</p>	<p>For the Employer: DocuSigned by:  _____ Banks Evans C5469E99932C427... 7/10/2024</p>
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**ARTICLE 28 – DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION
(DRIVE)**

~~The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. Employees who wish to volunteer for the deduction will submit a signed authorization to DRIVE and to the Employer prior to the initial deduction. The Employer will make the deduction from the paycheck of each employee who has volunteered starting with the first possible paycheck subsequent to receipt of the authorization and continue to do so until the employee cancels the authorization in writing. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a week basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.~~

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  _____ Mike Miskell 7/10/2024</p>	<p>For the Employer: DocuSigned by:  _____ Banks Evans 7/10/2024</p>
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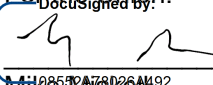
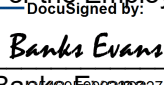
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ARTICLE 29 - TRAINING

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- 29.1 The Department will designate two (2) Peer Support Officers and provide training for the designated Officers.
- 29.2 Each officer shall receive fifty (50) practice rounds per month.
- 29.3 The Employer shall designate at least one (1) day annually as a mandatory in-service training day. The in-service training day shall consist of at least five (5) hours of mandatory training, including but not limited to policy review. The Employer will determine the required training. Requests for leave on mandatory in-service training day may be denied. Employees will not be required to monitor their radio while attending in-service training.

Tentatively Agreed To:

<p>For the Union:</p> <p><small>DocuSigned by:</small></p>  <hr style="border: 0; border-top: 1px solid black;"/> <p>Mike Wisken 7/10/2024</p>	<p>For the Employer:</p> <p><small>DocuSigned by:</small></p>  <hr style="border: 0; border-top: 1px solid black;"/> <p>Banks Evans 7/10/2024</p>
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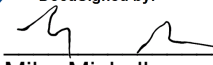
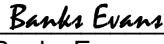
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ARTICLE 30 – WORK RELATED INJURY LEAVE

- 1
- 2
- 3 A. An employee who sustains a work-related illness or injury shall be eligible for a
- 4 disability leave of absence in accordance with their medical restrictions and federal
- 5 and state law. It is the intention of the University to comply with state and federal
- 6 laws regarding such absences through its policies and procedures.
- 7
- 8 B. An employee who sustains an industrial injury, accident, or illness, arising from
- 9 employment shall, upon written request and proof of continuing disability, be granted
- 10 leave of absence without pay for up to six (6) months without loss of layoff seniority
- 11 or change in annual increment date. Leave without pay exceeding six (6) months
- 12 without loss of layoff seniority or change in annual progression date may be granted
- 13 at the option of the UWPD.
- 14
- 15 C. Employees who suffer a work-related injury or illness that is compensable under the
- 16 State workers’ compensation law may select time loss compensation exclusively,
- 17 leave payment exclusively, or a combination of time loss compensation and accrued
- 18 paid leave.
- 19
- 20 D. Employees taking sick leave-time off during a period in which they receive workers’
- 21 compensation under the industrial insurance provisions for a work-related illness or
- 22 injury shall receive full sick leave-time off pay, less any industrial insurance
- 23 payments for time loss during the sick leave-time off period.
- 24
- 25 1. Until eligibility for workers’ compensation is determined by the
- 26 Department of Labor and Industries, the Employer may pay full sick
- 27 leavetime off, provided that the employee shall return any overpayment
- 28 when the salary adjustment is determined.
- 29 2. Sick leave hours charged to an employee who received workers’
- 30 compensation, as a result of the time loss, shall be proportionate to
- 31 that portion of the employee’s salary by the institution during the claim
- 32 period.
- 33
- 34 E. During a period when an employee receives pay for vacation leavetime off,
- 35 compensatory time off, or holidays, and also receives workers’ compensation for
- 36 time loss, the employee is entitled to both payments without any deduction for the
- 37 industrial insurance payment.
- 38
- 39 F. When an employee receives workers’ compensation payment for time loss and is on
- 40 leave without pay, no deductions will be made for the industrial insurance payment.
- 41
- 42 G. The Employer will follow RCW 51.32.090 and University of Washington
- 43 Administrative Policy Statement (APS) 14.1 University Risk Management and
- 44 Insurance Programs related to the Worker’s Compensation Program and return-to-

1 work program. The Employer will attempt to find opportunities for modified duty that
2 can be offered to employees in lieu of and/or after disability leave. If requests for
3 modified duty are denied, the Employer, upon request, will provide the modified duty
4 options that were considered and reason(s) for denial electronically or in writing.
5

Tentatively Agreed To:

<p>For the Union: DocuSigned by:  Mike Miskell 7/10/2024</p>	<p>For the Employer: DocuSigned by:  Banks Evans 7/10/2024</p>
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PUBLIC EMPLOYMENT RELATIONS COMMISSION
BEFORE ARBITRATOR AUDREY B. EIDE, ESQUIRE

In the Matter of the Interest Arbitration
Between

UNIVERSITY OF WASHINGTON POLICE
DEPARTMENT,

Employer,

and

TEAMSTERS UNION LOCAL NO. 117,

Union.

PERC No. 139369-I-24

ARBITRATOR'S DISCUSSION
AND AWARD

2025-2027 Collective Bargaining
Agreement

Under RCW 41.80.310 the University of Washington Police Department (UWPD) and Teamsters Local Union No. 117 (Local 117) submitted impasse issues that resulted from their 2025-2027 Collective Bargaining Agreement (CBA) negotiations to The Washington Public Employment Relations Commission (PERC). July 17, 2024, PERC certified the following for Interest Arbitration:

1. Both parties submitted Article 25 Wages: 25.2 A & B Base Wage Adjustment.
2. The Employer submitted Article 15 Hours of Work and Overtime: 15.8(C) Overtime Assignments/Football Events, Subsection C.3 (proposed new), and Article 16 Compensatory Time Off: 16.2 Use/Cash Out and Section 16.3
3. The Union submitted Article 15 Hours of Work and Overtime: 15.3 (proposed new) Parking, 15.5 G and H (Section 15.4 of current CBA, 15.5 of Union Proposal), and Article 20 Longevity and Premiums: 20.2 FTO Assignments, 20.8 Education Incentive, and 20.13 (proposed new) Master Police Officers.

During the Arbitration the Union withdrew three proposals: (1) Article 15.5 G and H (Section 15.4 of current CBA, 15.5 of Union Proposal), (2) Article 20.2 FTO Assignments, and (3) Article 20.13 (proposed new) Master Police Officers.

This matter came on for hearing remote via Zoom before the Arbitrator August 12, 13, 14, and 19, 2024. The UWPD was represented by Assistant Attorneys General Jennifer Schubert and Christina

Thacker. Local 117 was represented by Spencer N. Thal, Attorney at Law of Vanguard Law. The proceedings were recorded, transcribed and technical assistance was provided by Douglas Armstrong of Lakeside Reporting.

Each party had the opportunity to make opening statements, present evidence, to call and cross examine witnesses and argue their case. Closing arguments were presented orally on August 19 after both parties rested their case. The hearing was closed after the presentation of oral closing arguments. The evidence presented at the hearing and the arguments of the parties have been carefully considered.

DISCUSSION

Background

The University of Washington (UW) is the largest state university in Washington. Student enrollment on the UW Seattle campus is about 50,000 with about 10,000 students living on campus. The University of Washington Security Department became a Police Department in the 1970's. The UWPD employs commissioned law enforcement police officers to be on duty at the Seattle Campus of the UW 24 hours a day every day. The UWPD has the primary responsibility for law enforcement including investigation of all crimes and enforcement of federal, state and local laws as well as Washington Administrative Code rules within the UW's jurisdiction. In cases of emergency the UWPD assists city police officers, county deputy sheriffs and state patrol. The UW's Seattle Campus is about 540 acres and includes all buildings, common areas, parking areas and roads on the main, east, west and south, campus. UW buildings are mainly academic and administrative buildings but also include the UW Husky Stadium, Hec Edmundson Pavilion, the UW Health Sciences research facility, UW Medical Center, and parking structures. Some UW buildings are outside of the campus and require the UWPD to reach those buildings by city streets. The UWPD also patrols fraternities and sororities on city streets north of the campus between 9:00 p.m. to 1:00 a.m.

When RCW 41.80 was passed in 2004 classified staff in Washington State were allowed to have full-scope bargaining. In 2019 RCW 41.80.300 was passed granting interest arbitration to law enforcement uniformed personnel at the state's higher education institutions. The purpose of this legislation is to "recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes; that the uninterrupted and dedicated service of these classes of employees is vital to the welfare of public safety of the state of Washington". RCW 41.80.010 limits law enforcement personnel to two-year contracts which coincide with the fiscal

year of the state. Once the CBA is resolved by the parties or through interest arbitration it is submitted to the Office of Fiscal Management by October first and the Governor's Office determines if it is fiscally feasible. If the CBA is found to be fiscally feasible, it is recommended to the legislature who ultimately decides if the CBA will be funded and put into effect on July 1 of the following year.

The UWPD commissioned police officers are represented by Local 117. In 2019 when interest arbitration became available to the UWPD and Local 117, they negotiated and ratified without going to interest arbitration a 2021-2023 CBA which the legislature funded. The successor CBA was produced through interest arbitration for the 2023-2025 term. (University of Washington Police Department v. Teamsters Union Local No. 117, PERC #135417-I-22 (Arbitrator Michael E. Cavanaugh, J.D., 2022)) The parties engaged in negotiations for the 2025-2027 CBA which is at issue here. On July 17, PERC certified articles at impasse for interest arbitration.

Comparables

The parties have not agreed on comparables. Arbitrator Cavanaugh did not identify comparables in his Interest Arbitration Award regarding the parties' 2023-2025 CBA. (Supra.) RCW 41.80.340 sets forth factors to be considered by an Arbitrator when deciding an interest arbitration for higher education law enforcement uniformed personnel. Those factors include comparisons as provided in Subsection 3:

In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.80.300 and, as additional standards or guidelines to aid it in reaching a decision, shall take into consideration the following factors:

- (1) The constitutional and statutory authority of the employer;
- (2) Stipulations of the parties;
- (3) Comparison of the hours and conditions of employment of personnel involved in the proceedings with the hours and conditions of employment of like personnel of like employers of similar size on the west coast of the United States;
- (4) Changes in any of the circumstances under subsections (1) through (3) of this section during the pendency of the proceedings; and
- (5) Such other factors, not confined to the factors under subsections (1) through (4) of this section, that are normally or traditionally taken into consideration in the determination of matters that are subject to bargaining under this chapter.

Subsections 1 and 2 of RCW 41.80.340 are not applicable in this case. Neither party raised issues regarding the constitutional or statutory authority of the employer, and the parties did not present any stipulations for the Arbitrator to consider. Subsection 4 is not applicable here because the parties did not propose changes in any of the circumstances under subsections one through three except the proposed west coast comparables which have been considered.

RCW 41.80.340 Subsection 5 states the Arbitrator is not confined to the first four factors in RCW 41.80.340 and shall take into consideration such other factors “that are normally taken into consideration in the determination of matters that are subject to bargaining under this chapter”. Not mentioned in the statute but normally taken into consideration when making determinations in Interest Arbitrations are compensation of comparables, recruitment and retention, ability to pay and the consumer price index which have been considered.

Comparables are one of the specific factors the statute requires arbitrators to rely on when deciding uniformed personnel interest arbitrations. To identify comparables for higher education institutions RCW 41.80.340(3) requires a “Comparison of the hours and conditions of employment of the personnel involved in the proceedings with the hours and conditions of employment of like personnel of like employers of similar size on the west coast of the United States”.

First, to determine “like personnel” the statute requires a “comparison of the hours and conditions of employment of the personnel in the proceedings with the hours and conditions of employment of like personnel”. (Supra.) The nature of the work at the UWPD was distinguished in the record from city agencies by fewer violent crimes, low call volume per officer and generally a unique work environment of a university that has a premier collegiate sports program, a leading research institution and a highly acclaimed academic program. The parties did not present a comparison analysis of the hours and conditions of employment of the UWPD with hours and conditions of employment with like personnel of like employers of similar size. The comparison analysis offered in the record is of wages and benefits.

Next to determine comparable employers to the UWPD the statute requires identification of “like employers of similar size on the west coast of the United States”. (Supra.) Local 117 argued comparables of like employers of similar size are the five surrounding cities: Edmonds, Kent, Bothell, Issaquah, and Redmond. Local 117 also argued what they identified as west coast comparables: Portland State, University of California (UC) Berkely, UC Irvine, UCLA, UC San Diego and University

of Nevada Las Vegas (UNLV). Local 117 stated at Arbitration they chose these universities because they were: (1) within 50% greater or 50% less of the size of the UW student body, (2) universities located in an urban area like UW's location, and (3) a "good geographical mix of comparables" not just California Universities so it includes UNLV to make a good survey of west coast cities. (TR, Page 376-379)

The UWPD argued comparables of like employers of similar size are the Washington State four-year universities and college: Western Washington University, Central Washington University, Evergreen State College, Eastern Washington University, and Washington State University. The UWPD responded to Local 117's proposed west coast comparables with UC Berkely, UC Davis, UC Irvine, UCLA, UC San Diego, California State University, Oregon State University, University of Oregon, and Portland State. These universities were chosen by the UWPD because they are the ones offered by Local 117 excluding UNLV and adding "the other large public universities that would all have very substantial student populations up and down the west coast". (TR, Page 209, Lines 1-6)

The legislature appears to have taken language from RCW 41.56.465 to describe comparable employers in RCW 41.80.340 as "like employer of similar size on the west coast of the United States". However, RCW 41.56.465 refers to interest arbitration of uniformed personnel in general that are primarily employed by counties and cities. Interest Arbitrations under RCW 41.56.465 regarding uniformed personnel in counties or cities use counties or cities of similar size as comparables. The UW is not a county or a city. If RCW 41.80.340 means what it says on its face, then comparables are other universities and colleges of similar size on the west coast of the United States.

Looking to like employers of similar size on the west coast of the United States, the parties did not present the evidence required by the statute. Neither party offered a complete list of all universities and colleges on the west coast which included their student body population.

Local 117's proposed surrounding cities are not like employers. Like employers are other four-year universities or colleges of similar size on the west coast of the United States. Local 117's proposal for west coast comparables includes the UNLV. The UNLV is not a west coast comparable. Local 117 does provide the size of the student body of their proposed west coast comparables but they limited their choice of universities to those in large metropolitan areas.

The UWPD looked at the west coast universities proposed by Local 117 excluding the UNLV and added other universities with "large" student bodies. Other than the student body populations

presented in Local 117's proposal, the record does not show the student body population of the parties' proposed west coast comparables.

The record contains the 2024 student body population for the four-year universities and college in Washington: Central Washington University 9,355, Eastern Washington University 10,892, Evergreen State College 1,871, Washington State University 27,539, Western Washington University 14,747 and University of Washington 53,083. In a 2022 Interest Arbitration Award under RCW 41.80.300, Arbitrator James A. Lundberg decided comparables for Washington State University (WSU). The parties in that case proposed the University of Washington, Western Washington University, Eastern Washington University, Central Washington University, and Evergreen State College. The parties also proposed the City of Pullman, Whitman County, Asotin County, Latah County, City of Cheney and City of Clarkston. Arbitrator Lundberg excluded Latah County as it is in Idaho and not a west coast agency. He also excluded the other municipal and county agencies because they are not "like employers". (Washington State University and Washington State University Police Guild, PERC #135325-I-22 (Arbitrator James A. Lundberg, 2022)). Arbitrator Lundberg noted that even though WSU is much larger than the comparables (except UW) they are within the size range of the comparison group. He noted that he would not look to an average within the comparison group but instead look to how the comparables ranked in size. WSU has the second largest student body and second largest number of students living on campus. Arbitrator Lundberg awarded a pay increase that would place the WSUPD in the second highest paid position of the comparables.

Determination: The only data in the record regarding like employers of similar size is the 2024 student body population of the Washington State four-year universities and college. It may be that other west coast institutions are like employers of similar size. But neither party offered dependable evidence of all of the west coast higher education institutions. The record does show the student body population of some proposed west coast comparables, but that subset was chosen because they are in metropolitan areas similar in size to the the metropolitan area where the UW is located. The size of the metropolitan area where like size institutions are located is not a criteria set forth in the statute for choosing comparables. With the record before me the comparables presented that comport with the language of the statute: "like employers of similar size on the west coast of the United States" are the Washington State four-year universities and college. The state four-year universities and college are smaller than the UW. Only the WSU falls within the 50% greater or 50% smaller than the UW student body population, which is the range that is usually used to determine comparables of similar size.

Based on this record, the state four-year universities and college are the comparables considered in making determinations in this case.

Article 25 Wages, Section 25.2 A and B Base Wage Rate Adjustment

Both parties used the wage of a ten-year officer as the measure for comparables in their wage proposals. Most Officers in the UWPD are ten-year or close to ten-year employees.

The UWPD relied on their proposed comparables of the state four-year universities and college and argued the comparables support a 4% wage increase July 1, 2025, and a 4% wage increase July 1, 2026. Although they object to looking at the CPI because it is not specifically listed in the statute as a factor to be considered, they point out that the CPI is currently at about 3.8%. The UWPD argues that the UWPD wage increases have out-paced inflation. The predicted persistent inflation that Arbitrator Cavanaugh relied on to award a 10% increase in 2023 and again in 2024 has not occurred. In addition, the 2023 and 2024 increases have greatly improved the UWPD's position with their comparables. Looking to ten-year police officers employed at the state four-year universities and college, the UWPD was 3-5% ahead of the average of the other state four-year institutions in 2022 and is currently ahead a little more than 20%.

Local 117 argued a 15% pay increase July 1, 2025, and a 10% increase July 1, 2026, is supported by their proposed comparables of the five surrounding cities. They also argued their California, Oregon and Nevada west coast four-year university comparables supported the proposed pay increase. Their analysis is two-part: (1) A comparison with the five surrounding cities; and (2) A separate analysis just with the proposed California, Oregon and Nevada west coast four-year university comparables. Looking to the analysis of ten-year police officers in the five surrounding cities the UWPD is 14.3% below the average. This analysis included benefits that the UWPD analysis did not consider such as health insurance, pension contributions, social security, holiday pay for days worked, and fitness incentives. Local 117 argued that it would take a 16.7% increase to bring them to the average. This was explained by showing that 14.3% is how far they are below the average but 16.7% is what it would take to catch up to the average.

Recruitment and Retention. Recruitment and retention are traditionally taken into consideration when making compensation determinations. The UWPD has 28 budgeted positions. In 2022 there were 18 police officers employed in the department. There has been turnover since that

time. The result of turnover and hiring has been an increase of one officer to a total of 19 police officers.

Local 117 pointed out that a lawsuit against UWPD was filed charging harassment of certain officers because of race, gender or sexual orientation which Local 117 argued resulted in the officers who filed the lawsuit leaving the UWPD. Local 117 also argued that wages and benefits fall short of the UWPD comparables making it hard to attract police officers to the UWPD.

The UWPD argued that the lawsuit did not ultimately make a difference in the number of police officers in the department. They argued that because of the George Floyd murder and the “defund the police movement” there have been fewer people entering the profession and many leaving the profession. They maintained this is consistent with the turnover the UWPD has experienced, and it is also reflected in the Seattle Police Department which has 400 vacancies and Washington State which ranks last in the nation for officers per capita.

The UWPD recruits officers from surrounding agencies. Likewise, UWPD Officers are recruited to surrounding agencies. A former UWPD Officer testified that he left the UWPD to be employed at King County which substantially increased his income. The record shows that the UWPD has been more proactive about recruitment. However, they still have 14 vacant positions which means they have only about half of a full staff.

Ability to Pay. The ability to pay is also traditionally considered in determining compensation. Local 117 argued that UWPD did not allege inability to pay in bargaining. Local 117 maintained UWPD could not argue inability to pay at the arbitration because it had not been argued in bargaining.

RCW 41.80.340 requires the Arbitrator to consider the constitutional and statutory authority of the employer in making their determinations. The Arbitrator cannot fulfill the statutory requirements without looking at ability to pay.

UWPD did present their funding sources and budgeting. They pointed out that UW funding comes mainly from tuition. Under Washington State Law, the UW has limitations on their ability and statutory authority to change tuition rates for resident undergraduates which is a sizeable portion of their student population. Since 1991 state funding has decreased and tuition funding has increased. This has put pressure on the student tuition revenue base. UW’s budget resources are basically core operating resources that are comprised of student tuition and fees, state appropriations, internal

recharge activities that support their facilities and other revenues like unrestricted investment income from UW's operating cash. Salaries, wages and benefits are paid out of these funds. There are also auxiliary funds such as self-sustaining operations, gifts and grants that are designated for use, and the UW Medicine's portion of the operating budget.

Although there are funds for salaries, wages and benefits in the fiscal 2025 budget UW is expected to use approximately nine million of accumulated resources which were accumulated over a period to support the core operations of the university. The UW 2025 operating budget is 11.7 billion. The UWPD operating budget is 10.9 million which looks small compared to the budget except for the fact that UWPD is only one of "hundreds and hundreds that are in very similar positions". (TR, P 190, L 22) The UWPD did not make a case for inability to pay.

Base Wage Determination: The record shows that increases in 2025 and 2026 for the UWPD's comparables ranges between 5 to 7.5 percent. That is an average of 5.9 percent per year. This does not include Western Washington University because it has not completed negotiations of a 2025-2027 CBA. (TR, Page 226, Line 2-10) The UWPD has benefited from increases of 10 percent in each of the last two years and has significantly outpaced inflation and the growth in compensation of its comparables. However, the UW is also almost twice the size of the WSU which is the UW's next largest comparable and about 28 times the size of Evergreen State College which is the smallest comparable. The record does not provide evidence that the UWPD's standing with their comparables is not justified.

Recruitment and retention are an issue for the UWPD. They are almost fifty percent less than fully staffed. Wages are a factor in the success of recruitment and retention. The UWPD comparables are receiving an average of 5.9% in 2025 and 5.9% in 2026. This is only slightly higher than the 3.8% CPI. For the UWPD to keep up with inflation, maintain their position with their comparables, and to be competitive as an employer the base wage adjustment in Article 25.2 of the CBA shall be:

25.2 Base Wage Rate Adjustment

- A. Effective July 1, 2025, Pay Table BP, Range 1 will be increased by 5.9 percent (5.9%)
- B. Effective July 1, 2026, Pay Table BP, Range 1 will be increased by 5.9 percent (5.9%)

Article 20 Longevity and Premiums

Article 20.8 Education Incentive: Local 117 proposed a new Article 20.8. Currently the educational incentive increases base pay by 2% for a Bachelor's Degree and 3% for Advanced Degrees. Local 117 proposed that the education incentives add 2% for an Associate's Degree, increase the education incentive for a Bachelor's Degree to 4% and to 6% for Advanced Degrees. Local 117 proposes **Article 20.8: Educational Incentive. Base pay for officer classifications shall be increased by the following educational incentive schedule: 2% Associate's Degree, 4% Bachelor's Degree, 6% Advanced Degrees.**

Local 117 relied on Arbitrator Lundberg's decision in support of their proposed increases in the educational incentives. Arbitrator Lundberg found the WSU's argument against educational incentives "paradoxical" since they are in the business of higher education and that educational incentives are "designed to improve the quality of law enforcement within the university environment". (Supra. Page 15).

The UWPD argued against increasing the educational incentive. The WSU is the only other comparable that has an educational incentive which they received in Arbitrator Lundberg's 2022 Interest Arbitration Award. (Supra.) The UWPD has benefited from an educational incentive since 2017 when \$500 was implemented for a Bachelor's Degree. In 2019 that doubled to \$1,000. Arbitrator Cavanaugh increased the educational incentive in the 2023-2025 the UWPD and Local 117 Interest Arbitration Award. (Supra.) It is now a percentage of base wage: 2% for a Bachelor's Degree and 3% for an Advanced Degree. This increased the educational incentive from 2017 to the current CBA by about 350%. Local 117's proposal would increase educational incentives from 2017 to the 2025-2027 CBA by about 950%. The UWPD included in their comparable analysis the increased cost of the education incentive and longevity. They showed that the differences in the values of these premiums are already included in their analysis of compensation among the state four-year institutions. They argued that the comparison of the base wage rate among the comparable institutions including Local 117's proposed wage increases for 2025 and 2026, would put the UWPD 25.5% above the average of the four-year state institutions.

Determination. Local 117's proposed increase in educational incentive is DENIED.

Article 15 Hours of Work and Overtime

Article 15.8(C) Overtime Assignments/Football Events, Subsection C.3 (proposed new by UWPD): “Article 15.8 (C) 3. Compensatory Time shall not be accrued for football events.”

The UWPD proposed to remove overtime work at football games from eligibility for compensatory time to control high balances of compensatory time accruals. They point out that football events require many staff to be assigned and that all staff on duty whether they work the game or not are paid double time for the time on duty during the game. They argue that taking double time as comp time accelerates comp time accrual. Further they argue that the UW Athletic Department compensates the UWPD at the rate the officers are paid the day of the game. If the officers accrue the comp time and redeem it later at a higher rate of pay it is very expensive for UWPD.

Article 16 Compensatory Time Off

Article 16.2 Use/Cashout: The UWPD proposes that the ability to carry over up to 240 hours of accrued comp time on June 30th of each year be deleted from Article 16.2 and replaced with: **“The employee’s unused compensatory time balance will be cashed out every June 30th or when the employee leaves the bargaining unit or University employment for any reason.”**

Article 16.3: The UWPD proposes that Article 16.3 be deleted. Article 16.3:

Employees may only cash out up to a total of one hundred (100) hours of compensatory time semi-annually each fiscal year on December 30th and June 30th. Employees shall be allowed to schedule compensatory time off pursuant to the CBA. Cash out limits shall not apply if an employee separates for any reason.

The UWPD argued that it is hard to budget for cash outs when a large amount of compensatory time is accrued, and that the carryover of compensatory time is expensive as it is redeemed at a higher rate of pay than when it was earned. They pointed out that UW has about 19 bargaining units and all of them require annual cash out. Further they argued that all the college comparables require annual cash out except Eastern Washington University which requires cash out at the end of the biennium and Western Washington University which requires hours above 160 be cashed out annually. In addition, they argued that all the city comparables do allow compensatory time carryover from year to year but the cap (from 60 to 150 hours) on the amount that can be carried over is less than the 240 hours allowed in Article 16 of the CBA. In response to Local 117’s argument that they need this comp time accrual as insurance for time paid off when they are injured or have family

emergencies: the UWPD argued that officers have paid leave accruals of holiday pay, sick and vacation leave to pull from as well as paid family medical leave.

More than one member of Local 117 testified and made it clear that the bargaining unit coveted the benefit to accrue and carryover compensatory time. It was specifically pointed out that Local 117 made concessions in bargaining to obtain the compensatory time accrual and carryover benefit. They argued that UWPD wants to take that benefit away without offering any concessions for it: “We bargained for that in the past. We gave up other things to have that right. So to arbitrarily try to take that back with no kind of compensation, I don’t feel that’s fair at all”. (TR, P 406, L 16-18)

Article 15 and Article 16 Determination: The UWPD’s proposed changes to eliminate carryover of compensation time and impose annual cash-out of accrued compensation time is DENIED.

The UWPD’s proposal to eliminate the ability to accrue compensation time at the football games at the rate of double time is DENIED.

Article 15 Hours of Work and Overtime

Article 15.3 Parking (Local 117 proposed new): Local 117 proposed a new section: **“Paid Parking for those On-Duty. The Employer will provide free parking limited to employees on duty status.”** Local 117 argued that parking is expensive at the UW and King County for example allows Deputy Sheriffs to take home their squad car which eliminates the cost of parking and commuting. Further they pointed out that they walk through campus to get to and from their car before and after they are on duty, which is a precarious situation for them.

The UWPD argued that no one gets free parking at UW. They pointed out that proposed parking rates are created by a committee that recommends to the Board of Regents which sets the rates. They argue that each employee group and bargaining unit has a seat on the parking committee. They offered again for Local 117 to have someone take their seat on the committee and pointed out that to this date Local 117 has declined to have someone fill their seat on the committee. Further they argued that King County Deputy Sheriffs are not a proposed comparable by either party and that the proposal is for free parking not to take home their squad car.

Determination. Local 117’s proposed Article 15.3 paid parking for UWPD Officers on-duty is DENIED.

Conclusion-Language Proposals: When a party seeks to change contract language, it is incumbent on them to present compelling reasons to justify the proposed change. That is particularly true with the proposed changes to the existing contract language. Both parties proposed big changes in language. And both parties argued at Arbitration that collective bargaining agreements evolve a little at a time. Big changes are not usually accomplished at the bargaining table. The Interest Arbitrator is charged with determining what the parties would have agreed to in negotiations if they had negotiated an agreement. In the case at hand, it is unlikely that the parties would have negotiated an agreement on their proposed contract language changes.

AWARD

Having carefully considered the evidence and argument in its entirety, I hereby render the following Interest Arbitration Award:

(1) The Article 25.2 Base Wage Rate Adjustment for the 2025-2027 Collective Bargaining Agreement shall be:

A. Effective July 1, 2025, Pay Table BP, Range 1 will be increased by 5.9 percent (5.9%)

B. Effective July 1, 2026, Pay Table BP, Range 1 will be increased by 5.9 percent (5.9%)

(2) Local 117's proposed increases to Article 20.8 Education Incentive are DENIED.

(3) The UWPD's proposed changes to Compensatory time off: Article 16.2 Use/Cashout and Article 16.3 are DENIED.

(4) Local 117's proposed Article 15.3 Paid parking for UWPD Officers on-duty is DENIED.

(5) Each of the parties shall be responsible for one-half of the fees of the Interest Arbitrator.

Respectfully submitted this fourth day of September, 2024.



Audrey B. Eide, Esquire
Arbitrator and Mediator