

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters
Representing the Police Department**



And

UNIVERSITY OF WASHINGTON

Term of Agreement

July 1, 2021 – June 30, 2023

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	3
ARTICLE 2 - NON-DISCRIMINATION	3
ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES	3
ARTICLE 4 - JOINT LABOR/MANAGEMENT COMMITTEE.....	4
ARTICLE 5 - UNION RECOGNITION, UNION SECURITY, AND DUES DEDUCTION	4
ARTICLE 6 - UNION BUSINESS/REPRESENTATIVES.....	7
ARTICLE 7 - UNION BUSINESS ACTIVITIES ABSENCES	8
ARTICLE 8 - EMPLOYEE FILES	9
ARTICLE 9 - SICK LEAVE.....	10
ARTICLE 10 - VACATIONS.....	14
ARTICLE 11 - HOLIDAYS.....	15
ARTICLE 12 - LEAVES-GENERAL.....	16
ARTICLE 13 - UNIFORMS/PERSONAL ITEMS	20
ARTICLE 14 - SENIORITY AND LAYOFF	21
ARTICLE 15 - HOURS OF WORK AND OVERTIME	22
ARTICLE 16 - COMPENSATORY TIME OFF	26
ARTICLE 17 - DISCIPLINE AND DISMISSAL	26
ARTICLE 18 - GRIEVANCE PROCEDURE.....	26
ARTICLE 19 - EMPLOYEE RIGHTS	29
ARTICLE 20 - LONGEVITY AND PREMIUMS.....	30
ARTICLE 21 - CONTRACTING OUT.....	31
ARTICLE 22 - PERFORMANCE OF DUTY/STRIKE/LOCKOUT	32
ARTICLE 23 - TUITION EXEMPTION	32
ARTICLE 24 - SEVERABILITY	32
ARTICLE 25 - WAGES	33
ARTICLE 26 - RESIGNATION AND ABANDONMENT	33
ARTICLE 27 - DURATION	34
ARTICLE 28 - DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)	34
ARTICLE 29 - TRAINING.....	34
APPENDIX A	35
SIDE LETTER A – OVERSIGHT COMMITTEE.....	37
SIDE LETTER B – TEAMSTERS RETIREES HEALTHCARE TRUST PLAN.....	38
SIGNATORIES	39

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - NON-DISCRIMINATION

- 2.1 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee on the basis of age, sex, marital status, status as a protected veteran, military status, sexual orientation, gender identity or expression, race, national origin, color, immigration status, citizenship, creed, religious or political beliefs or affiliation, being a victim of domestic violence, sexual assault, or stalking, genetic information, pregnancy, any real or perceived sensory, mental or physical disability, 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.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.1 The Employer, through its designated management personnel, has the right and responsibility, except as expressly modified by this Agreement and federal and state law, to control, change, and supervise all operations, and to direct and assign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration but not limited to, the selection and hiring of employees, discipline (involuntary demotion, suspension, reduction in pay, written reprimand) and discharge for just cause, layoff, promotion, reassignment or transfer, training of employees, establishment of work schedules in accordance with this Agreement, allocation of all financial and other resources, and control and regulation of the use of all equipment and other property of the University. The Employer shall determine the method, technological means, number and kind, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.

- 3.2 Except as otherwise provided in this Agreement and this Article, nothing contained herein is intended to nor shall be construed as a waiver of the Union's right to compel bargaining prior to changes in any mandatory subject of bargaining in accordance with law, rules, and precedent.
- 3.3 The Employer may 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.

ARTICLE 4 - JOINT LABOR/MANAGEMENT COMMITTEE

- 4.1 The Joint Labor/Management Committee shall normally be composed of three (3) members designated by the Union and one (1) Union staff representative. The Employer shall be represented by a like number on the Committee. 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.

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.

Upon written authorization to the Union by an individual employee to become a member of the union and pay membership dues, initiation fees and assessments. The Employer shall provide for the semi-monthly payroll deductions.

The Employer will refer the member(s) to the Shop Stewards and/or Union Representative 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.

- 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 changed their authorization for deduction. 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 cancel their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the Union Constitution, Bylaws, and the terms and conditions of their signed membership card. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective on 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.

- 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 There will be no discrimination against any employee because of lawful Union membership activity or status, or non-membership activity or status.
- 5.9 The Employer agrees to deduct from the wages of any employee who is a member of the Union a Teamsters Legal Defense Fund deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer's Payroll Office and the Union. 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 to remit any deductions made pursuant to this provision to the Union together with a report showing:
 - A. Employee name
 - B. Employee Identification Number (EID)
 - C. Amount deducted

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

- 5.10 When UWPD new employee orientation meetings are held, the Union will be allowed thirty (30) minutes of presentation time to speak to the employee(s) on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The Union Business Representative will be notified of

all new employee orientation meetings, and such notice will be provided no later than fourteen (14) calendar days prior to the presentation date. In the absence of a Business Representative, a Union Shop Steward may conduct the presentation without a loss in compensation; provided, the presentation time will not be considered as "time worked" for the purposes of overtime.

ARTICLE 6 - UNION BUSINESS/REPRESENTATIVES

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

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

ARTICLE 7 - UNION BUSINESS ACTIVITIES ABSENCES

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

ARTICLE 8 - EMPLOYEE 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. The employee and/or Union representative may schedule a time to examine the employee's official personnel file located in the Human Resources Office upon written request of the employee to the Human Resources Representative. The employee and/or Union Representative may schedule a time to examine the employee's department file located in the University of Washington Police Department upon written request to their department manager. A representative of HR or management will be present as appropriate. The Human Resources Representative or designee (official personnel file) or the department manager (department file) may remove any documents in an employee's file which were obtained through assurances of any confidentiality to a third party at the time of original appointment.

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

Employees may request that certain materials in their official and department personnel files be reviewed for possible removal. The Employer shall remove evidence of Written Reprimands from the UW and all department files after three (3) years, upon officer request, provided no similar violations have occurred within the thirty-six (36) months from the date of the Reprimand, except those in which the employee was the subject of an investigation, allegation, or findings of sexual misconduct. Once removed, the evidence of the Written Reprimand may not be used for further discipline nor introduced into arbitration by the Employer as evidence against the employee. Records of Suspensions will be removed from an employee's official and department personnel file after five (5) years if:

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

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

Medical information related to employment will be kept separate from all other employment files and confidential in accordance with state and federal law. A record will be retained in the HR personnel file of the names of individuals outside of HR who have reviewed the personnel file who do not have written authorization from the employee, except requests for records in accordance with the Public Records

request process.

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

8.2 Destruction or retention of information.

- A. Information shall be retained by the Employer as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the institution.
- B. Adverse material or information related to employee misconduct or alleged misconduct which is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, will be kept in a confidential file and shall not be released to the public or a prospective employer without the consent of the employee except as required by law.
- C. Adverse material related to employee misconduct or alleged misconduct which is sustained may be released if required under a Public Records Act (PRA) request or as otherwise required by law. If released, the name of the employee will be deleted from the document, unless the name of the officer has already been made public or if disclosure is otherwise required by law.
- D. Documents in a supervisory file will not be placed in the official personnel file or Department file unless they are incorporated as part of an official action (such as a performance evaluation or a corrective action), which should then be retained in the appropriate personnel file or department file. All material in the supervisory file of non-probationary employees, absent unusual circumstances, will be removed in conjunction with the employee's annual performance evaluation.
- E. Names of employees will not be released unless required by law, and names of employees will be deleted from the Department's Annual Report.

8.3 Indemnification.

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

8.4 Performance Evaluations.

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

8.5 Third Party Requests for Public Records.

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

ARTICLE 9 - SICK LEAVE

9.1 Sick Leave - Accrual.

- A. Full-time classified employees shall accrue eight (8) hours of sick leave for each month of completed classified service. Paid sick leave may not be used in advance of accrual.
- B. Employees working less than a full time schedule shall accrue sick leave credit on the same prorated basis that their employment schedule bears to a fulltime schedule.
- C. Sick leave accrues at a rate of (1) hour for every forty (40) hours worked when leave without pay exceeds eighty (80) hours (pro-rated for part-time) in any calendar month.

9.2 Sick Leave - Use.

- A. Sick leave shall be allowed an employee under the following conditions:
 - 1. Because of and during illness, disability, or injury which has incapacitated the employee from performing required duties.
 - 2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 - 3. Because of 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. The Vice President for Human Resources Operations may authorize sick leave use as provided in this subsection for other than family members.
 - 4. 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.
 - 5. Except as provided in subsection (1)(c) of this Section, because of emergencies caused by serious illness or injury of a family member that require the presence of the employee to provide immediate necessary care of the patient or to make arrangements for extended care. The applicability of "emergency," "necessary care," and "extended care" shall be made by the Chief or designee.
 - 6. To care for the employee's child with a health condition that requires treatment or supervision, or to make arrangements for extended care.
 - 7. Because of illness or injury of a family member who is disabled and requires the employee's presence to provide short-term care or to make arrangements for extended care.
 - 8. To provide emergency child care for the employee's child. Such use of sick leave is limited to three (3) days in any calendar year, unless extended by the personnel officer.
 - 9. For personal medical, dental, or optical appointments or for family members'

appointments when the presence of the employee is required, if arranged in advance with the employing official or designee.

- B. Sick leave may be granted for condolence or bereavement of a family or household member.
- C. Use of Vacation Leave or Compensatory Time Off for Sick Leave Purposes.
An employee who has used all accrued sick leave shall be allowed to use accrued vacation leave and/or compensatory time off for sick leave purposes when approved in advance or authorized by the employee's supervisor.

9.3 Sick Leave - Reporting Verification.

- A. Employees shall report illness or disability to the immediate supervisor at the beginning of any period of sick leave and daily thereafter unless prearranged. The employee is not required to provide the details of the condition except as required by law.
- B. Verification of sick leave usage may only be requested if an employee uses or requests to use paid leave after absences of three consecutive scheduled work days.

9.4 Worker's Compensation - Leave.

- A. Employees who suffer a work related injury or illness that is compensable under the State workers' compensation law may select time loss compensation exclusively, leave payment exclusively, or a combination of time loss compensation and accrued paid leave.
- B. Employees taking sick leave during a period in which they receive workers' compensation under the industrial insurance provisions for a work related illness or injury shall receive fully sick leave pay, less any industrial insurance payments for time loss during the sick leave period.
 - 1. Until eligibility for workers' compensation is determined by the Department of Labor and Industries, the Employer may pay full sick leave, provided that the employee shall return any overpayment when the salary adjustment is determined.
 - 2. Sick leave hours charged to an employee who receives workers' compensation, as a result of the time loss, shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.
- C. During a period when an employee receives pay for vacation leave, compensatory time off, or holidays, and also receives workers' compensation for time loss, the employee is entitled to both payments without any deduction for the industrial insurance payment.
- D. When an employee receives workers' compensation payment for time loss and is on leave without pay, no deductions will be made for the industrial insurance payment.

- E. An employee who sustains an industrial injury, accident, or illness, arising from employment shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of layoff seniority or change in annual progression date may be granted at the option of the UWPD.

9.5 Sick Leave - Compensation for.

- A. Employees shall be eligible to receive monetary compensation for accrued sick leave as follows:
 - 1. In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds four hundred eighty (480) hours may choose to convert sick leave hours earned in the previous calendar year, minus those used during the year, to monetary compensation.
 - a. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty (480) hours.
 - b. Monetary compensation for converted hours shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee's current salary.
 - c. All converted hours will be deducted from the employee's sick leave balance.
 - d. Hours which are accrued, donated, and returned from the shared leave program in the same calendar year, may be included in the converted hours for monetary compensation.
 - 2. Employees who separate from state service on or after September 1, 1979, due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of twenty-five percent (25%). Compensation shall be based upon the employee's salary at the time of separation. The twenty-five percent (25%) will be put into the employee's VEBA. For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.
- B. Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
- C. An employee who separates from the classified service for any reason other than retirement or death shall not be paid for accrued sick leave.

9.6 Sick Leave - Former Employees.

- A. In accordance with State law, former eligible employees who are re-employed shall be granted all unused sick leave credits, if any, to which they were entitled at the time of separation.
- B. Upon subsequent retirement or death of a retired State employee who has returned to State service, only that unused sick leave accrued since the original retirement

minus that taken within the same period may be compensated; this restriction shall not apply to other returning employees.

ARTICLE 10 - VACATIONS

10.1 Vacation Leave - Accrual.

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

<u>During</u>	<u>Paid Vacation Days</u>	<u>Hours</u>
1 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 forty (240) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum (currently two hundred forty (240) hours), the Employer shall grant an extension for each month that the Employer defers the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred forty (240) hours) as long as the employee uses the excess balance prior to that employee's anniversary date. Any leave 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.

10.3 Employees working less than full-time schedules shall accrue vacation leave on the same prorated basis that their appointment bears to a full-time appointment.

10.4 The scheduled period of cyclic year position leave of absence without pay shall not be

deducted for purposes of computing the rate of vacation leave accrual for cyclic year position employees.

10.5 Vacation leave credits shall not accrue during a leave of absence without pay which exceeds ten (10) working days in any calendar month, nor shall credit be given toward the rate of vacation leave accrual except during military leave without pay.

10.6 Scheduling.

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

A. Vacation Bidding:

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

B. Supplemental Leave Requests:

1. Once the vacation bidding process is complete employees may submit additional leave requests.
2. Requests shall be granted on a first-come-first-served basis.
3. In the event multiple requests are submitted for the same dates at the same time the requests will be awarded based on seniority.

ARTICLE 11 - HOLIDAYS

11.1 Designated Holidays.

The present holiday schedule includes the following eleven (11) days with pay:

- New Year's Day
- Martin Luther King Jr.'s Birthday (Third Monday of January)
- Veteran's Day
- President's Day (Third Monday of February)
- Memorial Day
- Juneteenth (June 19th)
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (Day After Thanksgiving)
- Christmas Day
- One (1) Personal Holiday

11.2 Work on Holidays.

- A. Classified employees working twelve-month schedules or cyclic year position employees who work full monthly schedules throughout their work year shall receive the number of holidays for which they qualify during their scheduled work year as set forth in this Section. To be paid for a holiday not worked, Employees must be in pay

status for at least four (4) hours on the last scheduled work shift preceding the holiday(s).

- B. Cyclic year position employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they are in pay status on their last regularly scheduled working day preceding the holiday(s) in that month.
- C. Part-time classified employees shall be entitled to the number of paid hours on a holiday that their monthly schedule bears to a full time schedule.
- D. Full-time alternate work schedule employees shall receive eight (8) hours of regular holiday pay per holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of vacation leave, use or accumulation of compensatory time as appropriate, or leave without pay.
- E. When a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day of holiday credit.
- F. Holiday time worked shall be compensated as follows:
 - 1. When full-time employees work on a designated holiday, they shall receive their regular eight (8) hours of pay plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.
 - 2. When classified employees working less than a full-time schedule work on a designated holiday, they shall receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full-time schedule, plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.
- G. The Employer will not adjust any employee's regularly scheduled holiday work hours without thirty (30) days written notice.

ARTICLE 12 - LEAVES-GENERAL

12.1 Leaves Involving Military Personnel and Domestic Violence Situations.

In addition to its own policies, which may be amended from time to time, the Employer will comply with Washington State Law as it applies to leaves for Military Personnel and Domestic Violence situations.

12.2 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) days, the employee shall provide notice as is practicable.
 2. Within ten (10) working days of the receipt of the request for leave not covered by FMLA, the institution shall provide the employee with a written response and, if the leave is denied, rationale supporting the operational necessity.
- C. Parental leave may be a combination of vacation time off, personal holiday, compensatory time, sick time off, holiday credit, and unpaid timeoff. The combination and use of paid and unpaid time off during a parental leave shall be per choice of the employee. The employee may use paid time off as a supplemental benefit under the Washington Paid Family & Medical Leave Program (PFML) outlined in 12.3(F).
- D. If necessary due to continued approved parental leave approved beyond the FMLA period or if the employee is not eligible for FMLA, the employee shall be allowed to use eight (8) hours per month of any accrued applicable paid time off identified in 12.3(C) for continuation of employer paid health insurance benefits for the duration of the approved leave of absence. The interspersed paid time off will be applied to the first working day of the month.
- E. A total of twelve (12) work-weeks of appropriate paid time off or unpaid time off in a twelve (12) month period for an eligible employee may be designated under the FMLA for parental leave or a serious health condition, or a combination of both.

- F. Washington Family Medical Leave Program (PFML) The Employer will pay the full premium (Employer and Employee share) of the Senate Bill 5975 Section 8 as allowed per Senate Bill 5975 Section 8(d).

12.4 Bereavement Time Off.

Three (3) days of bereavement time off shall be granted for each death of a family member. Family Member is defined as: the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship or household member (defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another but does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune). Bereavement time off beyond three (3) days may be approved based on individual circumstances, such as relationship of the employee to the deceased family member, employee responsibility for making funeral arrangements, religious reasons and/or distance of travel out of the area. Upon the Employer's approval, the employee may choose to use the following types of time off for beyond the three (3) days: sick, vacation, holiday credit, comp time, personal holiday, or unpaid time off.

12.5 Civil Duty Time Off.

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

12.6 Military Time Off

- A. Employees shall be entitled to military time off with base pay, not to exceed twenty one (21) working days during each federal fiscal year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.
- B. Such time off shall be in addition to any vacation and sick time off to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges, or pay.
- C. Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

12.7 Shared Leave.

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

12.8 Family Care Emergency.

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

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

- B. Use of any of the above time off types is dependent upon the employee's eligibility to use such time off.
- C. The employee upon returning from such time off shall designate in writing to which time off type the absence will be charged.
- D. For other unforeseen emergencies employees may request emergency time off. If approved, such emergency time off may be charged against unused vacation time off, personal holiday, compensatory time, sick time off or holiday credit at the employee's discretion.

12.9 Education Leave.

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

12.10 Inclement Weather.

The Employer may designate employees as "Essential" under APS 40.2. All employees in this bargaining unit are designated as essential. All employees are expected to report to work during incidents of inclement weather. When the University is in operation but an essential employee requests time off to deal with unanticipated problems related to natural disasters or inclement weather conditions, and such request is approved, the essential employee may charge the absence to accrued compensatory time, holiday credit, personal holiday, vacation time off or unpaid time off.

12.11 Suspended Operations.

- A. If the University determines it is advisable due to emergency conditions to suspend the operation of all of any portion of the institution the following will govern: When prior notification has not been given, employees released until further notice after reporting to work, shall receive a minimum of four (4) hours pay for the first day. The following options shall be made available to affected employees not required to work for the balance of the closure: vacation time off, personal holiday, accrued compensatory time, holiday credit, or unpaid time off. Missed work time can be made up within ninety (90) days. The makeup time is

credited as straight time, except where the federal Fair Labor Standards Act requires that such time be credited at time and one-half.

- B. Public Health Suspended Operations. Accrued sick time off may be used for the suspension of operations when the employee's workplace has been closed by a public official for any health related reason.

12.12 Work Related Injury Leave.

An employee who sustains a work-related illness or injury shall be eligible for a disability leave of absence in accordance with their medical restrictions and federal and state law. It is the intention of the University to comply with state and federal laws regarding such absences through its policies and procedures.

The Employer will follow RCW 51.32.090 and University of Washington Administrative Policy Statement (APS) 14.1 University Risk Management and Insurance Programs related to the Worker's Compensation Program and return-to-work program. The Employer will attempt to find opportunities for modified duty that can be offered to employees in lieu of and/or after disability leave. If requests for modified duty are denied, the Employer, upon request, will provide the modified duty options that were considered and reason(s) for denial electronically or in writing.

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

ARTICLE 13 - UNIFORMS/PERSONAL ITEMS

13.1 Uniforms/Equipment.

The Department shall issue to each employee the following items:

Name Tags	2
Shirts	3 long sleeve, 3 short sleeve
Trousers	3 pair
Trousers Belt	1
Hat	1
Ties	2
Tie Bar	1
Flat Badge with wallet	1
Shoulder Patches	7 pair
Badges	3 (1 hat, 1 uniform, 1 wallet)
Rain Coat	1
Jacket (with liner)	1
Gun Belt and Holster	1
Ammunition Holders	3
Handcuffs and holder	1
Handgun	1
Chemical Irritant	2

Body Armor	1
Defensive Baton	1
Taser (as available/if necessary)	1
Load Bearing Suspenders	(based on Officer request)
Jumpsuit	(after completion of probationary period)

Other equipment, including safety equipment, is provided in department vehicles 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.

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.

ARTICLE 14 - SENIORITY AND LAYOFF

14.1 Seniority.

Seniority for purposes of layoff shall be defined as the number of calendar days an employee has been continuously employed in the classified service. Classified service of less than full time shall be considered full-time service. Authorized leave of absence without pay shall not constitute a break in service; however, the time spent on such leave shall not be included in computing seniority, except for employees in cyclic year positions. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their unbroken service the veteran's active military service to a maximum of five (5) years' credit. Bargaining unit (UWPOA and Teamsters Local 117) seniority shall be used for internal department use (e.g., selection of days off, shift selection, and vacation scheduling) where applicable.

14.2 Seniority List.

In the event of an impending layoff, the Employer will inform the Union of the least senior employees 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.

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

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1 Standard Workday/Regular Work Schedule.

The standard workday/schedule for full-time bargaining unit employees shall consist of ten (10) hours of work over four (4) consecutive days within a seven (7) day period. The only exception is that the Administrative Officer shall have a standard work schedule of eight (8) hours of work over five (5) consecutive days within a seven (7) day period. Modifications to schedules shall be negotiated between the parties.

- 15.2 Temporary deviation from the regular work schedules will be allowed in cases of emergency or unexpected absences which reduce staffing below minimum levels; however, it is the intent of the Department to avoid such changes if not voluntarily requested by the employee and mutually agreed upon by the employee and supervisor. If the Department must alter a shift, the employee must be given a minimum of seven (7) calendar days' notice of the change. All hours that deviate

from the regular work schedule with less than seven (7) days' notice will be compensated at one and one-half (1.5) times the regular rate of pay unless mutually agreed upon by the employee and the supervisor.

15.3 Rest/Lunch Periods.

Employees in the bargaining unit shall be granted a paid fifteen (15) minute rest period within each half of the workday, and a paid lunch period of thirty (30) minutes. Rest and lunch periods will be considered work time and overtime will not apply. Employees shall remain on duty, in radio contact, and within the geographical boundaries designated in the Policy and Procedures Manual.

15.4 Overtime. Employees qualify for overtime compensation under the following conditions:

- A. Work in excess of the number of hours in the assigned work shift, or work in excess of forty (40) hours in the UW FLSA work-week.
- B. All time that the employee is in a pay status, such as sick leave or vacation leave or compensatory time use, shall be considered time worked for purposes of calculating overtime.
- C. Overtime work must be approved in advance by the Employer and overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate. Overtime shall be compensated on a salary basis unless the employee requests compensatory time and the request is in compliance with Article 16.
- D. The Employer may establish FLSA Section 7(k) work periods for members of the bargaining unit. If the work period involves a schedule other than as provided in Section 15.1, mutual agreement shall be required to establish the new work period.
- E. Overtime shall be earned at a minimum of four (4) hours per assignment for planned overtime, or similar "re-charge," or overtime events that are not contiguous starting or ending, with an officer's regularly scheduled shift or a minimum of two (2) hours when the overtime is contiguous to an officer's regularly scheduled shift. "Recharge" events are defined as having a cost charged to any University department for services provided by the UWPD including, but not limited to, police services, security, or public safety. The UWPD will make a good faith effort to mandate "re-charge" overtime assignments as infrequently as practical.
- F. Employees will be compensated at straight time for overtime shifts cancelled with less than seventy-two (72) hours notice.

15.5 Call Back Pay.

When an employee has left the University and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, the employee shall receive two (2) hours of bonus "call back pay" plus time actually worked. The bonus call-back pay shall be compensated at the regular rate; while the actual time worked shall be compensated at one and one-half (1.5) times the regular rate of pay. Time worked immediately preceding the regular shift does not constitute call back, provided the time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to return to the work station does not qualify for call back pay.

15.6 Standby Pay.

Compensation for a scheduled or nonscheduled work period employee required to restrict off-duty activities to be available for duty will be three dollars and seventy-five cents (\$3.75)

per hour.

15.7 Scheduled Administrative Assignments.

When employees are required to be available for proceedings in a criminal court, civil court, administrative hearing, student conduct board, or Department of Licensing hearing either in person or telephonically during off duty hours as a result of their employment with the Employer, they will receive payment as follows:

- A. For an administrative assignment that requires the officer's physical presence that is not contiguous with the officer's regularly scheduled shift, starting or ending, the officer will receive a minimum of four (4) hours pay at the applicable rate. When the assignment is contiguous with the officer's regularly scheduled shift, the officer shall receive the applicable rate for all hours of the assignment with no minimum.
- B. For an administrative assignment that only requires the officer to be present telephonically that is not contiguous with the officer's regularly scheduled shift, the officer will receive a minimum of two (2) hours pay at the applicable rate. When the telephonic assignment is contiguous with the officer's regularly scheduled shift, the officer will receive the applicable rate for all hours of the assignment with no minimum. Officers will be expected to be present telephonically for administrative assignments where possible.
- C. There is no minimum if the assignment falls during the officer's regularly scheduled shift. When the assignment falls during the officer's regularly scheduled shift, the assignment shall be considered a normal part of work.

15.8 Overtime Assignments.

General overtime needs shall be determined and scheduled by the Employer.

A. Voluntary Overtime Assignments.

Patrol Officers shall have the first right of refusal to all patrol officer overtime. Overtime shall be posted as early as possible to provide adequate time for officers to volunteer. If there are no volunteers after all officers have had the opportunity to volunteer for the overtime, the Employer may utilize the mandatory overtime process or a resource outside of the bargaining unit for the assignment.

B. Mandatory Overtime Assignments:

1. Posted "Pre-Scheduled" Mandatory Overtime Shift Assignments.

The current mandatory overtime process will be maintained. Officers required to work "Pre-Scheduled" mandatory overtime will be given a minimum of seventy-two (72) hours' notice. More advance notice will be provided when possible.

2. Shift Extensions.

Shift extension overtime shall be offered in seniority order among those on the shift and mandated in inverse seniority order.

C. Football Events.

Assignments for football events shall be awarded based on seniority. Employees shall choose work locations prior to outside agencies being assigned whenever

feasible. If no officer desires the assignment, the overtime will be assigned on a rotating basis. All officers will routinely be assigned to work football events unless such assignment is specifically changed by the Chief or the Chief's designee. Officers who are assigned to a shift the night immediately before a football event or the night immediately after the event will not be required to work the football event.

1. All employees on overtime who are assigned to work any duties related to football game operations will receive double time for all hours worked.
2. For those employees who are on regular duty or straight time, they will be compensated for what will be equivalent to double time, their time commencing at the start of the first roll call through the end of the game.

15.9 Shift Selection.

Employee assignments within the Patrol Bureau will occur between April 1-30 and shall be awarded based upon seniority. Approximately three (3) months before then the Department will publish a call for written requests on shift assignment. Employees will make their first three (3) choices known. Employees will learn of the assignment, including days off associated with their assignment, immediately after the bidding process is completed. Assignments will take effect on the schedule immediately following July 1st.

Residence Hall assignments will be made prior to all others. No officer will be required to work a Residence Hall assignment in consecutive years. Assignment of the remaining officers will begin with selection(s) for day and night shifts. The bid for assignments will continue until all positions are filled. The following general rules apply to assignments:

- A. During the term of this Agreement, no employee will be reassigned to a different shift other than the shift awarded by seniority except in situations where the University cannot continue to provide police services. In the event a shift reassignment must occur, it will be offered to volunteers based on seniority. If there are no volunteers it will be assigned to the least senior officer in the Department.
- B. Shift selection shall be an appropriate subject for the Joint Labor/Management Committee.
- C. If a shift becomes available as a result of trainees being released for duty, and if there is at least four (4) months until the next shift change, the shift will be posted and awarded by seniority. The new trainee released for duty will take the senior officers' shift. If no employee desires the shift, the trainee scheduled for assignment will be assigned that shift. The parties recognize that for the betterment of the Department it may be necessary to assign a trainee to a specific shift.
- D. Voluntary shift trades will be allowed as long as overtime costs are not incurred.
- E. Except in a bona fide emergency, no employee shall be assigned to work more than sixteen (16) hours in a twenty-four (24) hour period, provided however employees may volunteer to work up to eighteen (18) hours in a twenty-four (24) hour period.

15.10 Posted "Pre-Scheduled" Mandatory Overtime Shift Assignments.

The current mandatory overtime process will be maintained. Officers required to work "Pre-Scheduled" mandatory overtime will be given a minimum of seventy-two (72) hours' notice.

ARTICLE 16 - COMPENSATORY TIME OFF

- 16.1 Accrual/Accumulation.
Employees may accrue up to two hundred forty (240) hours of compensatory time. Any hours worked which would result in the accumulation of over two hundred forty (240) hours of compensatory time will be paid as overtime pay.
- 16.2 Use/Cashout.
Employee requests to use compensatory time off shall be made reasonably in advance and approved when the employee's absence will not unduly disrupt operations. On June 30 of each year, up to two hundred forty (240) hours of compensatory time may be carried over into the next fiscal year.
- 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 employment for any reason.

ARTICLE 17 - DISCIPLINE AND DISMISSAL

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

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.

18.5 Steps of Grievance Procedure.

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

A. Step One – Department Resolution.

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

be deemed automatically moved to Step 2.

B. Step Two – Labor Relations Resolution.

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

C. Step Three - Mediation.

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

D. Step Four - Arbitration.

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 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.

ARTICLE 19 - EMPLOYEE RIGHTS

- 19.1 The public has a right to expect efficient, fair, and impartial law enforcement. Therefore, any alleged misconduct by an employee of the UWPD must be thoroughly investigated to assure the maintenance of these qualities. Employees, too, must be protected against false allegations of misconduct and have the assurance that internal investigations will be conducted in a manner conducive to good order and discipline.
- 19.2 Every employee who is the subject of an internal affairs investigation or who is interviewed relating to a matter that could lead to discipline (dismissal, demotion, suspension without pay, reduction in pay, written reprimand, or verbal reprimand) of them shall be entitled to be represented by a designated Union representative of their choice. The employee to be interviewed shall be afforded reasonable time prior to the interview to consult with the Union representative.
- 19.3 Every employee who becomes the subject of an internal investigation shall be advised who is in charge of the investigation, who will be conducting the interview, and what initial policy violations have been alleged, prior to the initial investigatory interview.
- 19.4 The Employer shall apprise the employee of the complaint made against them, and allow the employee to read the allegations contained in the complaint. A sanitized copy of the complaint shall be provided to the employee and the Union, upon request.
- 19.5 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Whenever possible, interviews will be scheduled during the normal workday of the employee.
- 19.6 The employee or the Employer may request that the interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee shall be provided an exact copy of any written statement the employee has signed, a copy of the audio recording, or a verbatim transcript of any interview. Upon written authorization from the employee, the Employer will provide to the Union a copy of any signed statement, copy of the audio recording, or verbatim transcript provided to the employee. The transcript will be provided if a transcript is made.
- 19.7 Interviewing shall be completed within a reasonable time and the employee shall be entitled to reasonable breaks for personal necessities, meals, telephone calls, consultant with the Union, and rest periods.
- 19.8 All interviews shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the basis for disciplinary action.
- 19.9. The employee will not be threatened with dismissal or other disciplinary action as a guise to obtain resignation, nor shall the employee be subject to abusive or threatening language or intimidating in any other manner. No promises or rewards shall be made as an inducement to answer questions.

- 19.10 No employee shall be required to unwillingly submit to a polygraph examination.
- 19.11 The Employer agrees to provide the employee with the entire contents of the employee's investigation file prior to the imposition of any personnel action which could result in discipline or dismissal. Upon written authorization from the employee, the Employer will provide the Union a copy of the investigation file.
- 19.12 Assigned storage space may be searched by the University. An employee's personal property may not be searched relative to an internal investigation without a search warrant.
- 19.13 When an employee, whether on duty or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a formal written or recorded statement for seventy-two (72) hours after the incident. The employee will provide any other information necessary to secure evidence, identify witnesses, or apprehend suspects.
- 19.14 When an employee is required to make a verbal, written, or recorded statement, the employee shall be afforded all protections afforded by this Agreement, Washington State law, and the Constitutions of both the United States and State of Washington, including but not limited to, Miranda, Garrity, and Weingarten-rights.
- 19.15 The procedures regarding the, "Use of Force Resulting in Serious Injury or Death," shall be in accordance with internal department policy (CALEA 1.3.8). This policy shall be subject to the grievance procedure (Article 18).

ARTICLE 20 - LONGEVITY AND PREMIUMS

20.1 Longevity.

Effective July 1, 2019, employees will receive longevity pay in accordance with the following schedule:

3 years	One percent (1%)
6 years	Three percent (3%)
10 years	Five percent (5%)
15 years	Six percent (6%)
20 years	Eight percent (8%)
25 years or more	Ten percent (10%)

20.2 FTO Assignments:

Field Training Officers (FTOs) will receive a three (3) step increase for hours worked performing FTO responsibilities. When assigning FTOs, the Department will make a request for volunteers. If there are no volunteers, the Department will assign an FTO. The Department will make a good faith effort to equalize situations where employees are mandated to perform FTO responsibilities, unless the Department determines that a particular assignment will benefit the training needs of the trainee.

- 20.3 The K-9 Officer shall receive a seven and a half percent (7.5%) premium.
- 20.4 Certified instructors assigned to provide training, other than an FTO assignment, will receive a seven and a half percent (7.5%) premium for the entire day if they spend at least four (4) hours of their shift providing training. Time spent preparing training materials will not count as time spent training for the purposes of this section.
- 20.5 The Department will provide parking for employees when they are required to work at football games.
- 20.6 Working Out of Classification.
Whenever an employee is assigned the principal duties and responsibilities of an employee in a higher classification for a single shift or greater period of time, that employee shall be paid three (3) steps above their present salary, or shall receive the salary at the bottom of the range for the classification in which the employee is working, whichever is greater, for all such time worked.
- 20.7 Multilingual/Sign Language/Braille Premium Pay.
Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one (1) language, and/or sign language (ASL), and/or Braille, as identified by the Chief, the employee shall receive premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.
- 20.8 Educational Incentive.
Base pay for Officer classifications shall be increased by the following educational incentive schedule to be paid on the first paycheck in July:
- | | |
|----------------|------------------------------------|
| Annual Payment | Degree |
| \$1000 | Bachelor's Degree |
| \$1200 | Advanced Degrees (e.g MA, MBA, JD) |

ARTICLE 21 - CONTRACTING OUT

- 21.1 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.
- 21.2 Rather than implement the competitive contracting provisions of the Personnel System Reform Act of 2002, the parties agree to engage in collaborative process and quality improvement teams. When either party identifies an issue pertaining to cost, productivity, or work quality that could lead to/or result in specific cost savings, a team will be commissioned to review the specific work involved and the cycle times, cost, and quality of the work, looking for steps that may be modified/eliminated and opportunities for increased efficiency and quality. The team will make recommendations regarding changes in systems, equipment, resources, processes, and training to enable employees to improve the work. The team may also discuss these matters with other unions when issues relating to jurisdiction or

distribution of work create barriers to work improvements.

ARTICLE 22 - PERFORMANCE OF DUTY/STRIKE/LOCKOUT

- 22.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of police services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant 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.

ARTICLE 23 - TUITION EXEMPTION

- 23.1 Employees may participate in the University's tuition exemption program as authorized by RCW 28B.15.558 and in accordance with guidelines approved by the Board of Regents. The following guidelines are applicable at the time of executing this Agreement; however, changes to the program may occur as a result of legislative action or guideline modifications made by the Board of Regents.
- A. Employees must be regular monthly .5 FTE or more for six (6) or more consecutive months.
 - B. The employee must be admitted as a student to the University.
 - C. The employee must pay a fee for each quarter enrolled when taking courses.
 - D. No more than six (6) credits will be eligible for tuition exemption during the quarter in which the exemption is granted.
 - E. Participants are not eligible for student benefits.
 - F. Employees must secure approval of their supervisor for release time to attend course sessions, or make appropriate arrangements with their supervisor to reschedule work hours to accommodate course schedules.
- 23.2 Understanding the essential nature of emergency services and subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time for employees who wish to take a class during their scheduled shift.

ARTICLE 24 - SEVERABILITY

- 24.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and effect.

- 24.2 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.

ARTICLE 25 - WAGES

25.1 Increment Increases.

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

25.2 Increment Adjustments.

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

25.3 Base Wage Rate Adjustment.

- A. Effective July 1, 2021, all employees will receive a zero percent (0%) base wage increase.
- B. Effective July 1, 2022, all employees will receive a zero percent (0%) base wage increase.

The parties agree that this Agreement is made pursuant to the terms of RCW 41.80, including the financial feasibility requirements in RCW 41.80.010.

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.

ARTICLE 27 - DURATION

- 27.1 This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect until June 30, 2023.
- 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.

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.

ARTICLE 29 - TRAINING

- 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.

APPENDIX A

Health Care Benefits

- A. The agreement reached at the State bargaining table concerning health care benefits shall be applicable to bargaining unit employees.
- B. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.
- C. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
 - 1. In ways to support value-based benefits designs; and
 - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

- 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
 - 2. Use clinical evidence; and
 - 3. Be the decision of the PEB Board.
- D. Appendix A: Health Care Benefits section (C) will expire June 30, 2023.
- E. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- F. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

G. Wellness.

- 1. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
 - 2. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the

Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

H. The health care grievance procedure adopted at the State negotiations table shall be deemed adopted under this Agreement.

I. VEBA Medical Reimbursement Plan.

The Employer will offer a VEBA Medical Reimbursement Plan for all members of the bargaining unit. The bargaining unit will vote to authorize the Employer to contribute an agreed upon amount to the VEBA Medical Reimbursement Plan. Such contributions will be based on a percentage of gross income and may range from no contribution to a maximum of one point five percent (1.5%). Should the bargaining unit vote to amend their compensation in favor of a VEBA Medical Reimbursement Plan contribution, all members of the bargaining unit must contribute equally and the percentage contribution amount may only be changed by vote and on an annual basis. Individuals may not change contribution rates at any time. In addition to any contributions made pursuant to a vote by the bargaining unit to amend their compensation as provided for in this section, the Employer, on behalf of each bargaining unit member, will contribute one and two-tenths percent (1.2%) of regular pay to the VEBA Medical Reimbursement Plan.

SIDE LETTER A – OVERSIGHT COMMITTEE

During negotiations for the 2021-2023 successor agreement, the parties agreed to and acknowledged the following. Should the University create a UW Police Department Campus Community Oversight Committee and if that committee (or similar oversight committee) creates and/or proposes changes to policies and/or procedures that are mandatory subjects of bargaining the Employer will fulfill its legal obligation to provide the Union notice and opportunity to bargain.

SIDE LETTER B – TEAMSTERS RETIREES HEALTHCARE TRUST PLAN

During negotiations for the 2021-2023 successor agreement, the parties agreed to the following. Upon request from the Union, the parties will schedule a meeting to discuss the Union's interest in the possibility of the Employer's participation in the Teamsters Retirees Healthcare Trust Plan. Any participation in the Trust Plan would be subject to future mutual agreement on the terms between both parties.

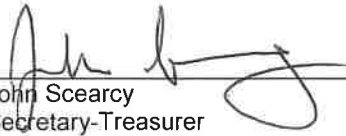
**University of Washington
Police Department**

SIGNATORIES

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

Executed this 17th day of May, 2021

Teamsters 117:



John Scearcy
Secretary-Treasurer

University of Washington:

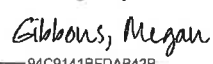
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Mindy Kornberg
Vice President for Human Resources

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Banks Evans
Assistant Vice President for Labor
Relations

Approved as to form:

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Assistant Attorney General
State of Washington