

bargaining prior to changes in any mandatory subject of bargaining in accordance with law, rules, and precedent.

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

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

- 4.1 The Joint Labor/Management Committee shall normally be composed of three (3) members designated by the Union and one (1) Union staff representative. The Employer shall be represented by a like number on the Committee. The Union staff representative shall be the sole decision maker to determine whether his/her 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 as needed. Issues of an emergent nature shall be given agenda priority. Meetings of the Labor/Management Committee shall normally be held during University business hours and at a mutually agreeable time and date. Participants shall experience no loss in salary for participating in the meetings; however, such time is not construed as work time, and no overtime shall be claimed or paid for meetings attended outside of an employee's regular work hours.
- 4.4 The Labor/Management Committee shall have no bargaining authority; however, any agreements reached through this process shall be reduced to writing and supported by the Union representatives and management.
- 4.5 Copies of agreed upon minutes shall be furnished to each member of the Committee. The recording of the minutes shall alternate between the Labor and Management and shall be approved by both parties prior to any dissemination to the Committee.
- 4.6 Disposition of matters covered in a Labor/Management Committee shall not contradict, add to, or otherwise modify the terms and conditions of the Agreement unless otherwise mutually agreed to in writing by the Employer and the Union.

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

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

such employees.

5.2 Dues Deduction.

Upon written authorization to the union by an individual employee to become a member of the union and pay membership dues or have a deduction for an initiation fee, DRIVE, the Legal Defense Fund, etc., the Employer shall provide for the semi-monthly payroll deductions of union dues and deductions which are uniformly applied to all members in those bargaining units in which the Union is the exclusive bargaining agent.

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 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.

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. 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 15<sup>th</sup> day of the month will be processed for the payday on the 25<sup>th</sup> of that month. Notification received after the 15<sup>th</sup> day of the month and by the last day of the month will be processed for the payday on the 10<sup>th</sup> of the following month. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with a report showing:
  - 1. Employee name
  - 2. Employee Identification Number (EID)
  - 3. Amount deducted

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

- 5.10 When UWPD new employee orientation meetings are held, the Union will be allowed thirty (30) minutes of presentation time to speak to the employee(s) on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The Union Business Representative will be notified of all new employee orientation meetings, and such notice will be provided no later than fourteen (14) calendar days prior to the presentation date. In the absence of a Business Representative, a Union Shop Steward may conduct the

presentation without a loss in compensation; provided, the presentation time will not be considered as "time worked" for the purposes of overtime.

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

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