

UW – WFSE AFSCME Council 28
7/1/2023-6/30/2025

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

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - NONDISCRIMINATION

- 2.1 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee on the basis of race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, veteran status, or membership in a labor organization. Unlawful harassment, including sexual harassment, shall be considered discrimination 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 who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resource Consultant for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which a University employee is responsible. A formal complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO). Employees may also file discrimination, harassment or retaliation complaints with appropriate federal or state agencies or through the grievance process in accordance with Article 22 of this Agreement. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance will be suspended until the internal complaint process has been completed.

ARTICLE 3 - AFFIRMATIVE ACTION

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

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Employer, through its designated management personnel, has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations, and to direct and assign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration but not limited to, the selection and hiring of employees, discipline (involuntary demotion, suspension, reduction in pay, and written reprimand) and discharge for just cause, classification, reclassification, layoff, promotion, demotion, reassignment or transfer, training of employees, establishment of work schedules in accordance with the contract, allocation of all financial and other resources, and control and regulation of the use of all equipment and other property of the University. The Employer shall determine the method, technological means, number and kind, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.
- 4.2 Except as otherwise provided in this Agreement and this Article, nothing contained herein is intended to nor shall be construed as a waiver of the Union's right to compel bargaining prior to changes in any mandatory subject of bargaining.
- 4.3 It is understood and agreed that in order to maintain efficient operations, work may be transferred from the Police Officer unit or from the Chiefs into this unit, and from this unit either to the Police Officer unit or to the Chiefs. In the event that any proposed work transfer would result in an FTE reduction, the University would be required to bargain with the Union prior to such transfer.

ARTICLE 5 - JOINT UNION/MANAGEMENT COMMITTEE

- 5.1 The Joint Union/Management committee shall normally be composed of two members designated by the Union and one Union staff representative. The Employer shall be represented by at least one command level officer.
- 5.2 The purpose of the committee is to provide a forum for communication between the parties to this Agreement to deal with personnel matters of general Union/Management concern. The agenda shall be limited to items which are of a group rather than an individual interest or concern and shall not include individual grievances properly processed under the grievance procedure article.
- 5.3 Meetings of the Committee will be held as needed. Issues of an emergent nature shall be given agenda priority. Meetings of the Union/Management Committee shall normally be held during University business hours and at a mutually agreeable time and date. Participants shall experience no loss in salary for participating in the meetings; however, such time is not construed as work time, and no overtime shall be claimed or paid for meetings attended outside of an employee's regular work hours.

- 5.4 The Union/Management Committee shall have no bargaining authority; however, any agreements reached through this process shall be reduced to writing and supported by the unit representatives and management.
- 5.5 Copies of agreed upon minutes shall be furnished to each member of the Committee.
- 5.6 Disposition of matters covered in a Union/Management Committee shall not contradict, add to or otherwise modify the terms and conditions of the Agreement unless otherwise mutually agreed to in writing by the University and the Union.

ARTICLE 6 - UNION DUES DEDUCTION

- 6.1 Dues Deduction.
Payroll dues deduction for employees in certified bargaining units is permitted when the employee provides the Union with authorization to deduct payments and the Union provides the Employer notice of the employee's authorization. The Employer shall deduct membership dues and any other authorized Union fee deductions to the Union from the employee's salary and remit the amounts to the Union (Administrative Policy Statement 43.2).
 - 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, PEOPLE, or have revoked 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.
- 6.2 Revocation.
An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.
- 6.3 Remittance of Dues.
The Employer shall electronically transmit to the Union on the first bank working day after each payday all dues deducted for that pay period in those bargaining units for which the Union is the exclusive bargaining representative.
- 6.4 Indemnification.
The Union and each employee in a designated bargaining unit hereby undertakes to indemnify and hold the University, and its employees harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on

account of any deductions made from the wages of such employees or for any action taken under this Article.

6.5 Notification.

The Employer shall notify each employee hired into a bargaining unit position that the position is included in a bargaining unit represented by a union through job posting, new employee orientation, or appointment letter.

6.6 Voluntary PEOPLE Deduction.

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

6.7 The parties agree that the Employer may charge the WFSE one quarter of one percent (.25%) of all amounts annually donated to cover the administration of this check off.

6.8 The Employer agrees to deduct from the wages of any Sergeant or Lieutenant who is a member of the Union deductions for the WFSE/AFSCME Public Safety Protection Program who has submitted a signed authorization for the deduction to the Employer. Authorization for this deduction must be executed in writing by the employee on the WFSE/AFSCME Council 28 Public Safety Protection Program Voluntary Payroll Deduction Authorization and submitted to the Employer prior to commencement of the deduction. Authorization cards which are submitted by the 15th day of the month shall become effective as of the first day of the next pay period. Deductions shall include a one-time initial deduction amount and an ongoing, monthly deduction amount. Such authorization may be revoked by the employee at any time by giving written notice to the Employer with a copy to the Union. The Employer agrees to remit electronically any deduction made pursuant to this provision to the union no later than the 10th of month following the payroll period from which it was deducted together with an electronic report showing:

- a. Employee name
- b. Unique employee system identification number
- c. Amount deducted; and
- d. Deduction name (PSPP)

6.9 Listing of Employees.

A. Authorized Use - All Reports

The information contained in the requested reports would be provided to each Union for the sole and exclusive purpose of enabling the Union to fulfill their representational responsibilities as the collective bargaining representative for the UW employees about whom the information is requested. No personally identifiable data will be published or shared by any Union, except among those within each Union with a need-to-know for the purpose of enabling the Union to fulfill its representational responsibilities as the collective bargaining representative for the University employees about whom the data or information is requested.

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 pursuant to this Section.

Each pay period UW shall provide the following four reports electronically in EXCEL format

a. Total Compensation and deductions

Name
Home Address
Home phone
Cell phone
Work phone
Work location (building)
Work location (address)
Work station or office (suite and/or number)
Employee ID number
Personal Email
UW email
UW mailbox
Employment status
Employment status effective date
Job classification
Department
Pay grade
Pay step
Pay rate salary
Hourly rate
Supervisor
Supervisor email
Race
Gender
DOB
Date of hire
Job title
Job class code
Shift

Deduction amount dues
Deduction amount other
Deduction amount PEOPLE
Total wages for the pay period
Total base pay for pay period
Total overtime pay for pay period
Total overtime hours per pay period
Total hours worked in the pay period
Days in the pay period
Total hours for each class/type of differential and or/ premium pay for the pay period
Total wages for each class/type of differential and or/ premium pay for the pay period
Total wages year to date.
Pension plan enrollment (which plan)
Position number
Medical plan enrollment (which plan)
Bargaining Unit
Total FTE
Anniversary date (step date)
Employment status (regular fulltime, regular part time, hourly, fixed duration part time, fixed duration full time)

b. All appointment list

All information above with wages and codes organized by appointment including:

- a. Id by each worker
- b. Appointment budget number(s)
- c. Beginning date
- d. End date
- e. Department and /or hiring unit
- f. College/Org name
- g. Job Classification
- h. Job Classification Code
- i. Full time salary or hourly rate
- j. Appointment/FTE Percentage
- k. Appointment status
- l. Appointment term
- m. Distribution line information.
- n. Position number
- o. Earnings in last pay cycle
- p. Hours worked in last pay cycle
- q. FTE in last pay cycle

c. Change Report

Name
Job classification

Job classification code
Department
Employee id
Original hire date
Status change date
Termination/separation date if any
Reason for status change, nature of status change
Reason for termination/separation
LOA effective date
Nature of LOA
New hire date
New Hire

d. Vacancy Report

Position Number
Job Classification
Date of vacancy
Elimination date of vacancy
Reason for elimination (filled, deleted, transferred to a different classification/status)

6.10 Privacy Rights of Union Members.

In recognition of the privacy interests of all persons covered under this Agreement, the Employer will not disclose any personally identifiable wage or deduction information, or membership status, concerning persons covered by this Agreement to any members of the public or to nongovernmental organizations except to the extent required by law, including the Public Disclosure Act and the Freedom of Information Act.

ARTICLE 7 - UNION BUSINESS/REPRESENTATIVES

- 7.1 The Employer recognizes the right of the Union to designate stewards from the bargaining unit. The union will endeavor to have Sergeants represent Sergeants and Lieutenants represent Lieutenants and will avoid obvious conflicts of interest. The Union will inform the Office of Labor Relations of the stewards' names.
- 7.2 Paid release time for the designated stewards will be provided for representing employees at investigatory meetings (upon request, the Employer will allow bargaining unit members to be represented at investigatory meetings when the employee reasonably believes disciplinary action may result from the meeting) and at grievance meetings attended by both parties. When designated stewards are granted paid release time they shall experience no loss in pay, however such time shall not be construed as work time and overtime will not be paid when meetings extend beyond the employee's regular work hours. Paid release time shall be granted by the supervisor following a request but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest reasonable time thereafter.

- 7.3 The union shall prevail upon all employees in the bargaining unit and especially Union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union stewards in the speedy resolution of any grievances that may arise.
- 7.4 Bulletin Boards.
The Union shall be designated space on a bulletin board for the posting of notices relating to official union business.
- 7.5 Union Access.
Union business such as investigating grievances and other legitimate routine matters may be conducted on Police Department premises provided that such business does not interfere with Police Department operations. The Employer shall provide reasonable access to Department premises to authorized Union representatives for the purpose of handling grievances and other legitimate Union business provided that such access does not interfere with the work and duties of Union employee stewards or of other on-duty employees. Scheduled Union meetings may be held in Police Department facilities provided that such meetings do not interfere with Police Department operations and are approved in advance by the Police Chief.
- 7.6 Contract Training.
Whereas it benefits the University to have Union stewards who understand the contract and are trained in administration of the contract, each of the Union's stewards shall be allowed a total of sixteen (16) working hours annually without loss of pay to participate in the Union's steward training program. Said time off shall be approved in advance by the employee's supervisor and shall be contingent upon the ability to provide coverage during the time off. Time off will be limited to a maximum of two (2) stewards at sixteen (16) hours each.

ARTICLE 8 - UNION BUSINESS ACTIVITIES – LEAVE

- 8.1 Employees who desire to attend Union business functions or programs, shall request leave at least two weeks prior to the planned absence. The Chief, or designee, shall determine if the leave will be approved. If approved, the leave will either be accrued and unused vacation time, personal holiday or unused compensatory time.

ARTICLE 9 - EMPLOYEE RIGHTS

- 9.1 Probationary Periods.
Every part-time and full-time employee, following initial appointment to a permanent position, will serve a probationary period in accordance with RCW 41.06.133. Probationary period rejections shall be in writing. Rejections during the probationary period are not grievable.

9.2 Personnel Files.

A. Employee Access.

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

B. Files Relating to Employment.

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

- (1) This does not preclude the Employer from maintaining payroll, benefits, medical, and computer records in accordance with the University retention schedule and state and/or federal law.
- (2) Individual supervisors may create and retain documents in a supervisor tickler file. Documents in the supervisor file will not be placed in the department or personnel file unless they are incorporated as part of an official action (such as a performance evaluation or a corrective action), which should then be retained in the appropriate personnel or departmental file. All material in the supervisor file, absent unusual circumstances, will be removed annually in October.
- (3) Adverse material or information related to employee misconduct or alleged misconduct which is determined to be false and all such information in situations where the employee has been fully exonerated of wrong doing shall be kept in a confidential file and shall not be released to a prospective employer without the consent of the officer. Adverse material related to employee misconduct or alleged misconduct which is sustained may be released if required under a Public Records request, or as otherwise required by law. If released, the name of the officer will be deleted from the document unless the name of the officer has already been made public, or if disclosure is otherwise required by law.
- (4) Prior to release of any information about an employee pursuant to a Public Records request, the officer will be notified of the request and, to the extent possible, allowed four (4) business days to seek an injunction

before the information is released. Confidential files will be kept in the Police Department.

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

C. Employee Response.

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

D. Confidentiality.

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

E. Medical Files.

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

F. Removal of Documents.

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

- (1) Record of Written Reprimands will be removed from an employee's personnel file and remain in an internal affairs 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.
- (2) Records of Written Reprimands not removed after five (5) years and remain in an internal affairs file will be removed after seven (7) years in accordance with Washington State law if:
 - a. There has been no subsequent discipline; and
 - b. The employee submits a written request for its removal.

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

9.3 Working Out of Classification.

Whenever an employee is assigned the principal duties and responsibilities of an employee in a higher classification for a single shift or greater period of time, that employee shall be paid a minimum of three (3) steps above their present salary, or shall receive the salary at the bottom of the range for the classification which they are working in, whichever is greater, for all such time worked.

9.4 Indemnification.

The University will indemnify employees for activities out of their employment in accordance with University policy.

9.5 Performance Evaluation.

Performance evaluations will be conducted on an annual basis in accordance with Departmental policy. The immediate supervisor will conduct the evaluation with input from individuals who supervised the employee during the evaluation period. Employees will have the right to submit rebuttals to performance evaluations and have the rebuttals attached to the evaluation. Evaluations will not be provided to outside agencies or used in the promotional process until after the employee has completed review of the evaluation or has had it for fourteen calendar days, whichever comes first. Employees may seek reconsideration of their performance evaluation in accordance with Department Policy and will receive a written response. In accordance with University Policy, performance evaluations will be retained in the employee's file for no more than three (3) years.

9.6 Employee Assistance.

The Employer and Union will encourage and support participation in appropriate programs, including UW Care Link services, through which employees may seek confidential assistance in the resolution of certain problems (e.g. alcoholism, chemical dependency) which may impact job performance.

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

9.7 Job Descriptions.

The Employer will provide a written job description to each bargaining unit member. The job description will not be substantially altered without affording the employee the opportunity to discuss the change.

9.8 VEBA Medical Reimbursement Plan.

No later than two months after the contract is executed the University will offer a VEBA Medical Reimbursement Plan for all members of the bargaining unit. The bargaining unit will vote to authorize the University to contribute an agreed upon

amount to the VEBA Medical Reimbursement Plan. Such contributions will be based on a percentage of gross income and may range from no contribution to a maximum of 1%. Should the bargaining unit vote to amend their compensation in favor of a VEBA Medical Reimbursement Plan contribution, all members of the bargaining unit must contribute equally and the percentage contribution amount may only be changed by vote and on an annual basis. Individuals may not change contribution rates at any time. In addition to any contributions made pursuant to a vote by the bargaining unit to amend their compensation as provided for in this section, the University, on behalf of each bargaining unit member, will contribute 1.2% of regular pay to the VEBA Medical Reimbursement Plan.

- 9.9 Upon request, the Employer will share with the union information about classified positions within the bargaining unit which may be abolished or held unfilled.
- 9.10 Unused sick and vacation leave credits of permanent status employees changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.
- 9.11 Trial Service Period.
- A. Employees with permanent status who are promoted into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. Extension of trial service period shall not be a normal practice.
 - B. Any employee serving a trial service period will have said trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
 - C. An employee who is promoted to a different position prior to completing their trial service period will serve a new trial service period.
 - D. An employee serving a trial service period may voluntarily revert to that employee's former permanent position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position that is vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification.
 - E. Within five (5) working days' written notice by the Employer, an employee who does not satisfactorily complete their trial service period will be reverted to a funded permanent position that is vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification. If the Employer fails to provide five (5) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to five (5) working days, which

the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

- F. An employee who has no reversion options may request that their name be placed on the rehire list for positions in job classifications where they had previously attained permanent status.

ARTICLE 10 - VACATIONS

10.1 Vacation Time Off Accrual.

Employees will accrue vacation time off during the new hire probationary period. The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

During	Paid Vacation Days	Hours
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

Vacation time off shall not accrue when unpaid time exceeds 80 hours in a calendar month, prorated for part-time employment.

10.2 Unless otherwise agreed by the parties, the annual vacation schedule in each work unit shall be established as follows:

- A. Twice each year, on or about April 1 and October 1, a vacation request sheet shall be circulated to the bargaining unit employees. Each employee shall be given the opportunity to indicate preference of a vacation time period. Supervision shall endeavor to schedule vacations according to the employee's wishes. In the event that

two or more bargaining unit employees from the same or different shifts request the same vacation period and supervision must limit the number of persons who may take leave at one time due to work requirements, the person with the longest continuous service in that work unit shall be given preference.

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

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

10.4 Vacation Denial.

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

10.5 Holiday Rotation.

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

10.6 Vacation Time Off Accumulation.

An employee may accumulate a vacation balance which normally shall not exceed two hundred forty (240) hours. An employee may elect to accrue in excess of two hundred forty (240) hours but must receive approval to use the excess balance prior to the next anniversary date or lose those hours accrued in excess of two hundred forty (240).

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

10.7 Vacation Time Off Cash Payment.

Any employee who has been employed for at least six continuous months, who resigns, retires, is laid-off or is terminated by the University shall be entitled to accrued vacation pay.

ARTICLE 11 - SICK AND BEREAVEMENT LEAVE

11.1 Sick Time Off.

A. Accrual.

Full-time employees (prorated for part-time) accrue eight (8) hours of sick time off for each month of completed regular monthly service.. Paid sick time off may not be used in advance of accrual and must not exceed eight (8) hours in a month. Employees working less than a full time schedule shall accrue sick time off on the same prorated basis that their employment schedule bears to a full time schedule.

Employees with unpaid time off exceeding 80 hours in a month (prorated for part-time) will earn a monthly accrual proportionate to the number of hours in pay status, in the month to that required for full-time employment.

B. Sick-Time Off—Use.

Sick time off shall be allowed an employee under the following conditions.

- (1) For the employee's own physical illness, disability, injury, or health condition or for preventative care such as a medical, dental, or optical appointment(s).
- (2) For a family member's illness, injury, or health condition, or disability of preventative care such as medical, dental, or optical appointment(s).

- (3) By reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others.
- (4) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason.
- (5) Because of a health condition of a family member that requires treatment or supervision, or that requires the presence of the employee to make arrangements for extended care.
- (6) For family care emergencies. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal. An elder care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency elder care requirements.
- (7) Except as provided in subsection (5) 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.
- (8) When requested as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under Title 50A RCW 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.
- (9) If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking as defined in RCW 46.76.020. An employer may require the request under this section be supported by verification.
- (10) For an employee to be with a spouse or registered domestic partner who is a member of the armed forces of the United States, National Guard, or reserves after the military spouse or registered domestic partner has been notified of an impending call or order to active duty, before deployment, or when the military spouse or registered domestic party is on leave from deployment.

- (11) When an employee request to use sick leave for the purpose of parental leave to bond with a newborn, adoptive or foster child for a period of up to 18 weeks. Sick time off for this purpose must be taken during the first year following the child's birth or placement.

C. Sick Time Off Verification

The Employer will not require verification for absences of less than 3 consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy. The Employer will not make unreasonable requests for sick time off verification.

D. Sick time off may be granted for

- (1) Condolence or bereavement of a family or household member, including the stillbirth or miscarriage of a child.
- (2) When the employee is unable to report to work due to inclement weather (Article 13.10).
- (3) To bond with a newborn, adoptive or foster child for a period beyond eighteen (18) weeks. Sick time off for this purpose must be taken during the first year following the child's birth or placement.

E. Use of Vacation Time Off or Compensatory Time Off for Sick Time Off Purposes.

An employee who has used all accrued sick time off may be allowed to use accrued vacation leave and/or compensatory hours for sick time off purposes when approved in advance or authorized by the employee's departmental supervisor.

F. Restoration of Vacation Time Off.

In the event of an incapacitating illness or injury during vacation time off, the employee's supervisor may authorize the use of sick time off and the equivalent restoration of any vacation time off otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

G. No Abuse of Sick Time Off.

The Union and Employer agree that the abuse of sick time off will not be condoned. Cases involving suspected abuse of sick time off should be addressed on an individual basis and shall be discussed with the employee, shop steward or appropriate Union representative.

11.2 Sick Time Off Cash Out.

Eligible employees may elect to receive monetary compensation for accrued sick time as follows:

In January of each year an employee whose sick time balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick

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

Employees who separate from University service due to retirement or death shall be compensated for the unused sick time off accumulation from the date of most recent hire in a leave eligible position with the State of Washington at the rate of 25%. Compensation shall be based upon the employee's wage at the time of separation. For the purpose of this section, retirement shall not include vested out of service employees who leave funds on deposit with the retirement system.

Former eligible employees who are re-employed within five (5) years of their separation from service shall be granted all unused sick time off credits, if any, to which they are entitled at time of separation.

11.3 Bereavement Leave.

An employee shall be granted three (3) days of bereavement leave for each death of a family member (11.4), including the miscarriage or stillbirth of a child. Employees may use sick time off for up to three (3) days of additional bereavement leave beyond the initial three days. Any additional bereavement leave beyond three days must be approved by the Employer.

11.4 Definitions.

A. Family Members. Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent. Family members include those persons in a "step" relationship.

11.5 Reasonable Accommodation Due to Disability.

An employee who is unable to perform the essential functions of their position due to mental, sensory or physical incapacity may be separated from service after the institution has made good faith efforts to reasonably accommodate the employee's disability in accordance with applicable state and federal law.

11.6 Shared Leave.

Employees may participate in the University's shared leave program in accordance with state law and University policy as set forth in the Administrative Policy Statements 45.10.

11.7 Uniformed Service Shared Leave Pool.

Eligible state employees may donate leave to the uniformed services shared leave pool for use by state employees who have been called to active duty in one of the uniformed services of the United States. Employees may participate in this program in accordance with state law and University policy.

<http://www.washington.edu/admin/hr/polproc/leave/shared-leave.html>

11.8 Choice of Leave.

In accordance with RCW 49.12 and WAC 357-31, employees shall be allowed to use any or all of their choice of sick time off or other paid time off to care for their (a) child with a health condition that requires treatment or supervision of (b) spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Employees shall not be disciplined or otherwise discriminated against because of their exercise of these rights.

ARTICLE 12 - HOLIDAYS

12.1 Holidays.

A. Scheduled Holidays

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

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
(Third Monday of January)	Veteran's Day
President's Day	Thanksgiving Day
(Third Monday of February)	Native American Heritage Day
Memorial Day	Christmas Day

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

B. Holiday Credit Time Off

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).

1. Classified employees working twelve-month schedules shall receive the number of holidays for which they qualify during their scheduled work year as set forth in this Section.
2. 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.
3. Full-time alternate work schedule employees shall receive eight (8) hours of regular holiday pay per holiday.

C. Holiday Credit

1. When a holiday falls on an employee's regularly scheduled day off, the employee shall receive eight (8) hours of holiday credit.
2. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article 17 Holiday credit must be used before vacation leave unless doing so would cause the employee to exceed the two hundred forty (240) hour vacation leave accrual limit.
3. Holiday Credit Cash Out. All holiday credit must be used by June 30th of each year. The employee's holiday credit balance will be cashed out every June 30th or when the employee leaves UW Police Department employment for any reason.

D. Compensation for Holiday Time Worked

Holiday time worked shall be compensated as follows:

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

12.2 Personal Holiday

- A. Each employee may select one personal holiday each calendar year in accordance with the following:
 1. The employee has been continuously employed by the University for more than four (4) months;
 2. The employee has requested and been approved to take the personal holiday in accordance with Article 10.6 Vacation Time Off.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31st. If not requested, it is forfeited.
- C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.

- D. Full-time employees shall receive eight (8) hours of regular pay for the personal holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by use of compensatory time, holiday credit, use of vacation leave, or unpaid time off.
- E. Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

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

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

ARTICLE 13 - LEAVES OF ABSENCE

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

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

13.2 Family and Medical Leave Act.

Leave under the Family and Medical Leave Act will be treated in accordance with applicable state and federal law. It is the intention of the University to comply with the Federal Family and Medical Leave Act through its policies and procedures located at: <https://hr.uw.edu/ops/leaves/fmla/overview/>.

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

13.3 Parental leave.

Parental leave will be treated in accordance with applicable state and federal law. Parental leave under this Agreement will be administered according to University policies and procedures located at: <https://hr.uw.edu/ops/leaves/parental-leave/>

13.4 Disability Leave.

Disability leave will be treated in accordance with applicable state and federal law. Disability leave under this Agreement will be administered according to University policies and procedures located at: <https://hr.uw.edu/policies/disability-leave/>

13.5 Educational Leave.

Leave of absence without pay may be granted for educational leave for the duration of actual attendance in the educational program.

13.6 Leave Due to Child Care Emergencies.

a. Absence due to child care emergencies as defined in Section 13.6.E. shall be charged to one of the following:

1. Compensatory time;
2. Vacation time off;
3. Sick time off;
4. Personal holiday;
5. Leave of absence without pay.

b. Use of any of the above leave categories is dependent upon the employee's eligibility to use such leave.

c. Use of compensatory time, vacation time off, sick time off, and leave of absence without pay for emergency child care is limited to three (3) instances per calendar year of each type of time off not to exceed twenty four (24) hours each, with the hours prorated for part-time employees. Documentation may be required.

d. Upon returning from such time off, the employee shall designate in writing to which category the absence will be charged. For the purpose of this section, advance approval or written advance notice of vacation time off, personal holiday, and/or leave of absence without pay shall not be required.

e. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care

requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.

13.7 Leaves involving Military Personnel and Domestic Violence Situations.

In addition to its own policies, which may be amended from time to time, the Employer will comply with Washington State Law as it applies to leaves for Military Personnel (Administrative Policy Statement 45.4) and Domestic Violence situations (Administrative Policy Statement 46.8).

13.8 Civil Duty Leave.

Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses or to exercise other subpoenaed civil duties.

13.9 Work-Related Injury Leave.

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

http://www.washington.edu/admin/risk/services/workers_comp.html

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

Employees who suffer a work related injury or illness that is compensable under the state worker's compensation law may select time loss compensation exclusively or a combination of leave payment and time loss compensation.

13.10 Inclement Weather.

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

13.11 Suspended Operations.

The Employer may designate employees as "Essential" under APS 40.2. All employees in this bargaining unit are designated as essential.

ARTICLE 14 - HEALTH AND SAFETY

14.1 Health and Safety.

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

14.2 Reporting.

Employees are encouraged to immediately report any apparent unsafe working conditions to their supervisor. No employee shall be disciplined for reporting any such condition nor be required to work or to operate equipment when that employee has reasonable grounds to believe such action would result in immediate danger to life or safety, until the condition has been determined to be safe. If the matter is not resolved satisfactorily, the supervisor or employee may involve the Union Steward and request a decision from the University's Department of Environmental Health and Safety or the Department of Labor and Industries.

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

14.3 Safety Committees.

Joint employee elected and Employer appointed safety committees shall be formed in accordance with WISHA requirements and following University policy. Participation in health and safety committees, including meeting time, health and safety research, work on committee assignments, seminars and classes, will be considered time worked for all employees.

14.4 Health Examinations.

The Department will provide at no cost to the employee an annual TB test (including chest x-ray when medically indicated) and regular Hepatitis B vaccination in accordance with normal medical practice. The Department will also provide at no cost to the employee any vaccinations or medical tests required as a condition of employment. Upon request, and as determined by the employer, additional tests and vaccinations may be provided.

14.5 Wellness.

The employer and the Union will encourage and support employee participation in appropriate programs including the UW Care Link Services through which employees may seek confidential assistance in the resolution of chemical dependency or other

problems that may affect job performance. UW Care Link Services may presently be reached at 1-866-598-3978 (business hours) or 1-800-833-3031 (24 hour line).

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

14.6 Joint Union/Management Committee.

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

ARTICLE 15 - TUITION EXEMPTION

- 15.1** Employees may participate in the University's tuition exemption program as authorized by RCW 28B-15.558 and in accordance with guidelines approved by the Board of Regents. The following guidelines are applicable at the time of printing this contract, however, changes to the program may occur as a result of legislative action or guideline modifications made by the Board of Regents.
- A. Employees must be regular monthly .5 FTE or more for six or more consecutive months.
 - B. The employee must be admitted as a student to the University.
 - C. The employee must pay a fee for each quarter enrolled when taking courses.
 - D. No more than six credits will be eligible for tuition exemption during the quarter in which the exemption is granted.
 - E. Participants are not eligible for student benefits.
 - F. Employees must secure approval of the supervisor for release time to attend course sessions, or make appropriate arrangements with the supervisor to reschedule work hours to accommodate course schedules.
- 15.2** Employees will be granted up to three (3) hours of paid release time per day, per shift, to attend course sessions to enhance professional development, subject to operation necessity. Employee will discuss course with supervisor and get approval prior to class starting. Uniformed officers will attend classes that are held during work time in uniform. Radios or cell phone will be taken to class and employee will respond when needed.
- 15.3** Understanding the essential nature of emergency services and subject to operational needs and management discretion, supervisors will make a good faith effort to allow the use of flex time for employees who wish to take a class during their scheduled shift.

ARTICLE 16 - UNIFORMS AND SPECIAL CLOTHING

16.1 Uniforms/Equipment.

Uniforms and equipment required by the Department to be worn/used by employees will be furnished by the Department. In accordance with Department policy, the Employer agrees to repair or replace items when they become damaged or worn.

16.2 Personal Items.

In accordance with Departmental policy, employees will be reimbursed for personal items required on the job that are lost, damaged or destroyed in the line of duty. Reimbursement will be based on estimated current value of the damaged article up to a maximum of \$200 per occurrence, excluding prescription eyewear.

16.3 Cleaning Allowance.

The University will pay for the cleaning of Department issued uniforms and necessary work clothing requiring cleaning worn by employees assigned to non-uniformed positions.

16.4 Jumpsuits.

Officers who have completed the probationary period may receive a jumpsuit upon request. Officers who request a jumpsuit will be responsible for cleaning the jumpsuit.

16.5 Plain Clothes Allowance.

Bargaining unit members assigned to positions designated as "Plain Clothes" will receive a yearly clothing allowance of \$500.00.

16.6 Boots/Shoes.

Boots/Shoes will be provided in the following manner:

- A. A list of at least three (3) eligible boots/shoes will be determined by the Uniform Committee.
- B. By September 1 of each year, employees who have not received new boots or shoes within the last two years will be sized by the Department. The Department will purchase and issue the boots or shoes to Officers every other year. Officers hired during the year will be issued boots or shoes upon hire.
- C. An Officer may select to choose and pay for their own boots/shoes in accordance with the uniform policy.

ARTICLE 17 - SENIORITY AND LAYOFF

17.1 Seniority.

Seniority for the purpose of Layoff is defined as the continuous length of service in calendar days with the University from the most recent date of hire. Time spent on paid or unpaid leave will not impact layoff seniority. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit.

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

A. Department Seniority

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

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

17.3 A. Layoff and Rehire.

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

B. Layoff.

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

C. FTE Reduction.

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

D. Rehire.

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

E. Benefits and Temporary Services.

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

F. Rehire Wages and Increment Date.

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

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.1 Standard Workday/Regular Work Schedule.

The standard workday/ schedule for full-time bargaining unit employees shall consist of eight (8) hours work of five (5) consecutive days within a seven (7) day period.

18.2 Alternate Work Schedule.

Operational necessity may require positions and/or classes that are normally designated regular work schedule to work on alternate full-time forty (40) hours work schedule other than five (5) workdays of eight (8) hours in a seven (7) day period. Alternate schedules are an appropriate subject for the Joint Union/Management Committee.

18.3 Rest/Lunch Periods.

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

18.4 Overtime.

Sergeants qualify for overtime compensation under the following conditions:

- A. For regular work schedule employees (or part-time scheduled employees): work in excess of eight (8) hours in a workday or forty (40) hours in a workweek;
- B. For alternate work scheduled employees: work in excess of the assigned work shift, or work in excess of forth (40) hours in a work week;
- C. All time that the employee is in a pay status, such as sick leave or vacation leave, shall be used for purposes of calculating the workday and workweek.
- D. Overtime work must be approved in advance by the Employer and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. Overtime shall be compensated on a salary basis unless the employee requests compensatory time and the request is in compliance with Article 20.
- E. Overtime shall be earned at a minimum of four (4) hours per assignment.

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

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

- 18.6 Employees will be compensated at straight time for re-charge overtime assignments cancelled by the contracting department with less than seventy-two (72) hours' notice. This does not apply when the Employer reassigns an employee from their re-charge overtime assignment to an alternate assignment of any length, due to emergent needs.

18.7 Call Back.

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

18.8 Standby.

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

18.9 Scheduled Court Assignments.

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

- A. The court assignment is contiguous with the officer's regularly scheduled shift, starting or ending. When the court assignment is contiguous with the officer's regularly scheduled shift the officer shall receive the applicable rate for all hours of the court assignment with no minimum.
- B. The court assignment falls during the officer's regularly scheduled shift. When the court assignment falls during the officer's regularly scheduled shift the court assignment shall be considered a normal part of work.
- C. Where an employee is required to appear one or more times in court on any given day, and all of the employee's court responsibilities for that day have not been completed within five (5) hours after the employee's first court appearance on that day, the court minimum will be eight (8) hours.

18.10 Overtime Assignments.

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

18.11 Special Event Rate of Pay.

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

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

18.12 Shift Selection and Assignment.

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

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

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

Exceptions: If a patrol sergeant has worked two (2) consecutive years (minimum 24 months) on night shift, the sergeant will have the option of choosing a dayshift patrol squad at the next shift selection. If a sergeant opts to leave night shift after two (2) consecutive years (minimum 24 months), the sergeant will be allowed to "bump" the

least senior sergeant on the current schedule. Subsequently, their shift selection will be determined by time in grade between themselves and the current sergeant remaining on dayshift.

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

18.13 Overtime Exempt Employees.

Lieutenants are exempt from overtime pay. Lieutenants will receive premium pay in the following situations:

- A. The University agrees that Lieutenants will receive double times base pay for UW football games.
- B. Lieutenants will receive 1.5 times base pay for recharge special events, as well as pre-approved special projects and assignments.
- C. For Lieutenants to be paid 1.5 times base pay for other special events, the parties must specifically agree to the payment in writing prior to the assignment. Lieutenants will earn a minimum of four (4) hours of 1.5 times base pay per assignment.

- 18.14 No employee shall be assigned more than sixteen (16) hours in a twenty-four (24) hour period except during an emergency or such hours have been mutually agreed upon. A minimum rest period of ten (10) hours will be given prior to beginning the next shift, unless there is an emergent need or such hours have been mutually agreed upon. When the Employer determines that emergent needs require less than a minimum rest period of ten (10) hours between shifts, the Union steward will be notified following the shift.

ARTICLE 19 - CONTRACTING

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

ARTICLE 20 - COMPENSATORY TIME OFF

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

ARTICLE 21 - DISCIPLINE AND DISMISSAL

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

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 Definition.

A grievance, within the meaning of this Agreement, shall be defined as any dispute between the University and the Union, an employee, or a group of employees as to alleged misapplication or misinterpretation of the terms of this Agreement or the Employer's written personnel rules, policies or practices.

22.2 Employee Grievance Rights.

Any employee who believes they have been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination, or reprisal.

22.3 Employee Representation.

The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters. However, an employee may be self-represented or select a representative outside the Union membership for Steps One and Two. In such cases, the Union shall not be held liable for the results or costs of such outside representation and will be considered an interested party to the proceedings.

22.4 Time Limitations.

An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the employee to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall establish the right of the employee to proceed with Union concurrence to the next step of the grievance procedure. For the purposes of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.

22.5 Pay Status – Meetings.

Meetings and discussions on the grievance held with the Employer in connection with this grievance procedure shall normally be held during the University's regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant or steward for reasonable time spent in such meetings or discussions during

the employee's scheduled duty hours. The work schedule of the grievant will be seriously considered in the scheduling of the grievance meetings. Time off for employees and Stewards shall be granted by supervision following a request, but in consideration of job responsibilities. If the requested time off cannot be granted, the parties shall arrange for time off at the earliest possible time thereafter.

22.6 Grievance Withdrawal.

A grievance may be withdrawn in writing at any time by the Union or the Employee and if withdrawn shall not be resubmitted.

22.7 Steps of the Grievance Procedure.

All grievances shall be processed in accordance with the following procedure. Grievances over final counseling or dismissal will begin at Step Two. For all other grievances, the parties may agree to waive Step One. For grievances filed directly at Step Two, the grievant will have thirty (30) calendar days from the occurrence of the situation, condition or action that caused the grievant to file.

Step One: Presentation.

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

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

Step Two:

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

staff representative. The University will be represented by the appropriate management official(s) or designee(s), a representative from the Office of Labor Relations, and a Human Resources Consultant, if desired by the University. The University will respond in writing within ten (10) calendar days.

Step Three: Grievance Mediation.

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

Upon mutual agreement, the Employer and the Union shall request, within ten (10) calendar days, grievance mediation services of the Public Employment Relations Commission (PERC). If those services are unavailable on a timely basis, the parties shall immediately request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

Step Four: Arbitration.

If a satisfactory settlement is not reached at the prior step, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within thirty (30) calendar days following the conclusion of the prior step. The arbitration process will be administered by the PERC using a list of designated arbitrators established in accordance with RCW 41.58.070.

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

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

In cases where a grievance is moved to arbitration and the parties did not avail themselves of Step Three: Grievance Mediation, the moving party shall have the unilateral right to demand a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of

the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

22.8 Files.

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

ARTICLE 23 - EMPLOYEE REPRESENTATION

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

ARTICLE 24 - PERFORMANCE OF DUTY

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

ARTICLE 25 - WAGES AND OTHER PAY PROVISIONS

- 25.1 All employees will maintain a 16.5% supervisory differential over the employees they supervise.
- 25.2 In order to comply with the supervisory differential described in 25.1, all bargaining unit employees will receive an across the board increase no less than that agreed to for the Officers they supervise. The parties agree that this agreement is made pursuant to the terms of RCW 41.80, including the financial feasibility requirements in RCW 41.80.010.
- 25.3 The employees will receive longevity pay in accordance with the following schedule:
- 3 years 1%
 - 5 years 3%
 - 10 years 5%
 - 15 years 6%
 - 20 years 8%
 - 25 years or more 10%
- 25.5 Certified instructors will receive a 7.5% premium pay for any day spent instructing, so long as the actual instruction is for a minimum of four (4) hours, and will also receive a 7.5% premium pay for a day of planning for each block of training.
- 25.6 The employer agrees to negotiate with the Union over economics in the event that the State of Washington appropriates general wage increase which are then applied to the US-WFSE Master Contract.
- 25.7 Fitness Incentive.
Any bargaining unit member that passes the optional yearly fitness test based on the PFAT (Physical Fitness Agility Test) shall receive a one-time lump sum payment of \$300.00 each year that they pass the test. The test will be completed prior to 6/30 of each year and the payment will be made on the first paycheck subsequent to that

deadline. The test will be comparable to the standards put forth by the police academy, will be administered by a third party, and the result of the test will not be subject to the grievance procedure in Article 22.

25.8 Educational Incentive.

Base pay for Police Sergeants and Lieutenants classifications shall be increased by the following educational incentive schedule to be paid on the first paycheck in July:

Annual Payment	Degree
\$1000	Bachelor's Degree
\$1200	Advanced Degrees (e.g MA, MBA, JD)

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

25.9 Police Sergeants and Lieutenants assigned to the Investigations Bureau as a Detective will receive a four percent (4%) premium for all hours worked in the assignment. As a result of receiving premium pay, Detective personnel will be subject to callout when needed to conduct felony investigations or assist with other high profile investigations.

25.10 Bike Officer Patrol:

Police Sergeants and Lieutenants trained as bicycle officers and assigned to the Patrol Bureau, will receive a three percent (3%) premium for all hours worked when performing bike officer duties.

25.11 Police Sergeants and Lieutenants trained and certified as Armorers and assigned to perform maintenance and inventory of department firearms will receive a four percent (4%) premium for all hours worked when performing Armorer duties.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - HEALTH CARE BENEFITS

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

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

Refer to separate coalition agreement on Health Care Benefit amounts.

ARTICLE 28 - MANDATORY SUBJECTS

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

ARTICLE 29 - TRAINING AND DEVELOPMENT

29.1 Range and Ammunition.

Management will make available range time, 100 rounds of ammunition, and targets for Lieutenants and Sergeants per month. Management will allow shift adjustments or over time to ensure four (4) hours of range time per month.

29.2 Professional Development Reimbursement.

Management will provide reimbursement for approved professional development expenses for Lieutenants and Sergeants. Funds may be used for the purpose of improving job performance, maintaining and increasing proficiency, preparing Lieutenants and Sergeants for greater responsibility, or increasing promotional opportunities. Management must approve of the specific professional development request in advance. Denial will require written notification to the requesting Lieutenant or Sergeant.

ARTICLE 30 - DURATION

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

APPENDIX I - PAY TABLE**University of Washington - Contract Classified****Teamsters 117 and WFSE Police Management Sergeants and Lieutenants
Payscale Table BP - Effective 7/1/2023**

Range	< --- S T E P --- >						
	A	B	C	D	E	F	G
1	\$7,400	\$7,582	\$7,775	\$7,970	\$8,168	\$8,372	
\$/yr	88,800	90,984	93,300	95,640	98,016	100,464	
\$/hr	42.69	43.74	44.86	45.98	47.12	48.30	
2	\$8,622	\$8,833	\$9,055	\$9,286	\$9,514	\$9,754	\$9,998
\$/yr	103,464	105,996	108,660	111,432	114,168	117,048	119,976
\$/hr	49.74	50.96	52.24	53.57	54.89	56.27	57.68
3	\$10,044	\$10,292	\$10,550	\$10,817	\$11,084	\$11,364	\$11,648
\$/yr	120,528	123,504	126,600	129,804	133,008	136,368	139,776
\$/hr	57.95	59.38	60.87	62.41	63.95	65.56	67.20

APPENDIX II - JOB CLASSIFICATIONS POLICE MANAGEMENT BARGAINING UNIT		
JOB CODE	CLASSIFICATION	PAY TABLE BP SALARY RANGE
8786	CAMPUS POLICE LIEUTENANT	3
8787	CAMPUS POLICE SERGEANT	2

APPENDIX III - HEALTH CARE BENEFITS

- A. For the 2023-2025 biennium, the Employer (Medical Contribution (EMC)) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
 - 1. In ways to support value-based benefits designs; and
 - 2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

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

- C. Appendix III (B) will expire June 30, 2025.

- D. 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.

- E. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

- F. 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.

- G. The PEB Program shall provide information on the Employer sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- H. Medical Flexible Spending Arrangement
 - A. During January 2024 and again in January 2025, the Employer will make available (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection B below.
 - B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
 - 1. Is occupying a position that has an annual full-time equivalent base salary of sixty-thousand dollars (\$60,000) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 - 2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1, of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 - 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
 - 4. Base salary excludes overtime, shift differential and all other premiums or payments.
 - C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive case in lieu of this benefit.
 - D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES POLICE MANAGEMENT**

MOU – BODY WORN CAMERAS

The parties have reached agreement on the following regarding Body Worn Cameras (BWCs):

- A. Employees will be allowed at least forty-five (45) days following the effective date of UWPD's Body Worn Camera (BWC) Recording System Policy as a training period.
- B. Upon request, prior to the end of the forty-five days, the parties will meet to discuss the status of the training.
- C. In addition to language in Article 9.2(B)(4) regarding notice to employees regarding public disclosure, the Employer will notify the Union in advance of any known release to media of BWC video footage, as soon as is practicable.
- D. As required by Article 23.1, *"The public has a right to expect efficient, fair, and impartial law enforcement. Therefore, any alleged misconduct by an employee of the UWPD must be thoroughly investigated to assure the maintenance of these qualities."* Any alleged officer misconduct viewed via BWC footage will be reviewed as one component of a thorough investigation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES POLICE MANAGEMENT

MOU: RETENTION INCENTIVE PROGRAM**

During negotiations for the 2023-2025 successor agreement, the parties reached agreement on the following Retention Incentive Program.

The following will be effective within sixty (60) days of ratification:

- A. The Employer will offer all regular Campus Police Lieutenant (job code 18786) and Campus Police Sergeant (job code 18787) a two-thousand-dollar (\$2,000) retention bonus prorated by FTE.
- B. Retention bonuses will require a signed agreement committing the employee to two (2) years of employment in a regular position from the date of the signed agreement and will be subject to full repayment if the employee leaves prior to fulfilling the agreement.
 - i. Employees who are involuntarily separated as part of a layoff or reduction in force shall not be required to pay back the retention bonus.
 - ii. No payback will be due under the following extenuating circumstances that may prohibit the employee from continuing employment in order to fulfill commitment:
 - i. Military call back, military reassignment or deployment of the employee or employee's spouse
 - ii. Injury or illness that prevents the employee from working resulting in a medical separation.
- C. Normal taxes and withholdings apply.
- D. The retention bonus will only be available to employees who are in pay status during the pay period of the effective date.
- E. The retention bonus will not be offered to employees who have already received a sign-on bonus within the last twelve (12) months.
- F. This MOU expires June 30, 2023. Individual agreements will expire upon separation or completion of the two-year agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES POLICE MANAGEMENT**

MOU – SALARY OVERPAYMENT RECOVERY

Salary Overpayment Recovery

A. When an Employer has determined that an employee has been overpaid wages, the Employer may recoup the overpayment. The Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment,
2. The basis for the claim,
3. A demand for payment, and
4. The rights of the employee under the terms of this Agreement.

Employees may request a meeting with the Employer and an interpreter to have the overpayment notification explained.

B. Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:

- a. Voluntary wage deduction,
- b. Cash, or
- c. Check (separated employee).
- d. Vacation (if under 240 hours) or Compensatory time balances if appropriate and with prior approval from ISC Payroll

2. The employee may propose a payment schedule to repay the overpayment to the Employer. If the employee's proposal is accepted by the Employer, the deductions shall continue until the overpayment is fully recouped. Nothing in the section prevents the Employer and employee from agreeing to a different overpayment amount than specified in the overpayment notice or to a method other than a deduction from wages for repayment of the overpayment amount.

3. If the employee fails to choose one (1) of the four (4) options described above, within twenty (20) days of written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages or the amount due may be placed with a collection agency. This overpayment recovery will not be more than five percent (5%) of the employee's disposable earnings in a pay period. Disposable earnings will be calculated in accordance with the Attorney General of Washington's guidelines for Wage Assignments.

4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Neither A nor B above are required for employee reported overpayments and/or employee corrected time including leave submittal corrections. All employee initiated overpayment corrections may be collected from the next available pay check.

D. Appeal Rights: Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 6 of this Agreement. The Employer will suspend attempts to collect an alleged overpayment until the grievance process has concluded.

SIGNATORIES

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

Executed this 1st day of July, 2023.

Washington Federation of State Employees:

DocuSigned by:
Kurt Spiegel 5/17/2023
076B4EC9E04740D...
Kurt Spiegel
Interim Executive Director

DocuSigned by:
Ton Johnson 5/17/2023
1B82D674F14A4FC...
Ton Johnson
Law Enforcement Labor
Advocate

University of Washington:

DocuSigned by:
Ashlee Hooten 5/2/2023
A71188E27298445...
Ashlee Hooten
Labor Relations Negotiator

DocuSigned by:
Mindy R. Kornberg 5/2/2023
BA3D44608ABD472...
Mindy Kornberg
Vice President for Human
Resources

Approved as to form:

DocuSigned by:
Megan Gibbons 5/3/2023
94C9141BEDAB42B...
Assistant Attorney General
State of Washington