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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)
July 1, 2027 – June 30, 2029

TABLE OF CONTENTS

1		
2	ARTICLE 1: PREAMBLE	4
3	ARTICLE 2: NON-DISCRIMINATION	4
4	ARTICLE 3: AFFIRMATIVE ACTION	5
5	ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES	5
6	ARTICLE 5: JOINT UNION/MANAGEMENT COMMITTEE	5
7	ARTICLE 6: UNION DUES DEDUCTION.....	6
8	ARTICLE 7: UNION BUSINESS/REPRESENTATIVES	10
9	ARTICLE 8: UNION BUSINESS ACTIVITIES-LEAVE.....	12
10	ARTICLE 9: EMPLOYEE RIGHTS.....	12
11	ARTICLE 10: VACATIONS	17
12	ARTICLE 11: SICK AND BEREAVEMENT TIME OFF	19
13	ARTICLE 12: HOLIDAYS.....	23
14	ARTICLE 13: LEAVES OF ABSENCE	25
15	ARTICLE 14: HEALTH AND SAFETY.....	28
16	ARTICLE 15: TUITION EXEMPTION.....	29
17	ARTICLE 16: UNIFORMS AND SPECIAL CLOTHING	30
18	ARTICLE 17: SENIORITY AND LAYOFF.....	31
19	ARTICLE 18: HOURS OF WORK AND OVERTIME	32
20	ARTICLE 19: CONTRACTING.....	36
21	ARTICLE 20: COMPENSATORY TIME OFF	36
22	ARTICLE 21: DISCIPLINE AND DISMISSAL.....	37
23	ARTICLE 22: GRIEVANCE PROCEDURE	37
24	ARTICLE 23: EMPLOYEE REPRESENTATION	40
25	ARTICLE 24: PERFORMANCE OF DUTY.....	41
26	ARTICLE 25: WAGES AND OTHER PAY PROVISIONS	41
27	ARTICLE 26: SEVERABILITY.....	43
28	ARTICLE 27: MANDATORY SUBJECTS.....	43
29	ARTICLE 28: TRAINING AND DEVELOPMENT.....	44
30	ARTICLE 29: DURATION	45
31	APPENDIX I: PAY TABLE	46
32	APPENDIX II: JOB CLASSIFICATIONS.....	47
33	APPENDIX III: HEALTH CARE BENEFITS	48
34	MOU: RETENTION INCENTIVE PROGRAM.....	50
35	MOU: SALARY OVERPAYMENT RECOVERY.....	51

1	MOU: TRANSPORTATION.....	53
2	MOU: UWPD TAKE HOME VEHICLE PILOT	54
3		
4		
5		
6		
7		
8		
9		
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11		
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1 **ARTICLE 1: PREAMBLE**

2 **1.1.**

3 This Agreement is made by and between the Board of Regents of the University of
4 Washington, hereinafter referred to as the "Employer" and the Washington Federation
5 of State Employees Council 28, hereinafter referred to as the "Union."
6

7 **1.2. Recognition.**

8 The Employer recognizes the Union as the sole and exclusive bargaining representative
9 for the purpose of representation and collective bargaining for the bargaining unit
10 defined by PERC as follows (Decision –135150-C-22): all supervisory classified
11 uniformed personnel covered by chapter 41.06 RCW and chapter 41.80 RCW in the
12 rank of Sergeant, Lieutenant, or Caption employed by the University of Washington
13 Police Department, including qualifying temporary employees as defined by WAC 357-
14 04-045; excluding confidential employees, non-supervisory uniformed personnel, and all
15 other employees.

16 **ARTICLE 2: NON-DISCRIMINATION**

17 **2.1.**

18 The parties individually agree that they will not engage in any act or practice or pursue
19 any policy which is discriminatory against any employee on the basis of race, color,
20 creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual
21 orientation, gender identity or expression, genetic information, disability, veteran status,
22 or membership in a labor organization. Unlawful harassment, including sexual
23 harassment, shall be considered discrimination is a form of prohibited discrimination
24 and will not be tolerated within the workplace in accordance with ~~Executive Order~~
25 34Executive Order 81 on Prohibiting Discrimination, Harassment, and Sexual
26 Misconduct~~Nondiscrimination and Affirmative Action.~~
27

28 **2.2.**

29 Employees who feel they have been the subject of discrimination, harassment, or
30 retaliation are encouraged to discuss such issues with their supervisor, administrator, or
31 Human Resource Consultant for local resolution. The goal of local resolution is to
32 address and resolve problems as quickly as possible and to stop any inappropriate
33 behavior for which a University employee is responsible. A formal complaint may be
34 filed with the Civil Rights ~~Investigation-Compliance~~ Office. Employees may also file
35 discrimination, harassment or retaliation complaints with appropriate federal or state
36 agencies or through the grievance process in accordance with Article 22 of this
37 Agreement. In cases where an employee files both a grievance and an internal
38 complaint regarding the alleged discrimination, harassment or retaliation the grievance
39 will be suspended until the internal complaint process has been completed.
40
41

1 **ARTICLE 3: AFFIRMATIVE ACTION**

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

5 **ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

6 **4.1.**

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

20
21 **4.2.**

22 Except as otherwise provided in this Agreement and this Article, nothing contained
23 herein is intended to nor shall be construed as a waiver of the Union's right to compel
24 bargaining prior to changes in any mandatory subject of bargaining.

25
26 **4.3.**

27 It is understood and agreed that in order to maintain efficient operations, work may be
28 transferred from the Police Officer unit or from the Chiefs into this unit, and from this unit
29 either to the Police Officer unit or to the Chiefs. In the event that any proposed work
30 transfer would result in an FTE reduction, the University would be required to bargain
31 with the Union prior to such transfer.

32 **ARTICLE 5: JOINT UNION/MANAGEMENT COMMITTEE**

33 **5.1.**

34 The Joint Union/Management committee shall normally be composed of two members
35 designated by the Union and one Union staff representative. The Employer shall be
36 represented by at least one command level officer.

37
38 **5.2.**

39 The purpose of the committee is to provide a forum for communication between the
40 parties to this Agreement to deal with personnel matters of general Union/Management
41 concern. The agenda shall be limited to items which are of a group rather than an

1 individual interest or concern and shall not include individual grievances properly
2 processed under the grievance procedure article.

3
4 **5.3.**

5 Meetings of the Committee will be held as needed. Issues of an emergent nature shall
6 be given agenda priority. Meetings of the Union/Management Committee shall normally
7 be held during University business hours and at a mutually agreeable time and date.
8 Participants shall experience no loss in salary for participating in the meetings; however,
9 such time is not construed as work time, and no overtime shall be claimed or paid for
10 meetings attended outside of an employee's regular work hours.

11
12 **5.4.**

13 The Union/Management Committee shall have no bargaining authority; however, any
14 agreements reached through this process shall be reduced to writing and supported by
15 the unit representatives and management.

16
17 ~~**5.5.**~~

18 ~~Copies of agreed upon minutes shall be furnished to each member of the Committee.~~

19
20 **5.65.**

21 Disposition of matters covered in a Union/Management Committee shall not contradict,
22 add to or otherwise modify the terms and conditions of the Agreement unless otherwise
23 mutually agreed to in writing by the University and the Union.

24 **ARTICLE 6: UNION DUES DEDUCTION**

25 **6.1. Dues Deduction.**

26 A. Payroll dues deduction for employees in certified bargaining units is permitted
27 when the employee provides the Union with authorization to deduct payments
28 and the Union provides the Employer notice of the employee's authorization. The
29 Employer shall deduct membership dues and any other authorized Union fee
30 deductions to the Union from the employee's salary and remit the amounts to the
31 Union (Administrative Policy Statement 43.2). The Union shall transmit to the
32 Employer via a web-based electronic reporting system by the cut-off date for
33 each payroll period, the name and Employee ID number of employees who have,
34 since the previous payroll cut-off date, provided authorization for deduction of
35 dues, PEOPLE, or have revoked their authorization for deduction. Employer will
36 provide instructions and templates for the web-based electronic reporting system
37 and provide a calendar of required payroll cut-off dates.

38
39 **6.2. Revocation.**

40 An employee may revoke their authorization for payroll deduction of payments to the
41 Union by written notice to the Union in accordance with the terms and conditions of their
42 signed membership card. Every effort will be made to end the deduction effective on the
43 first payroll, and not later than the second payroll, after receipt by the Employer of
44 confirmation from the Union that the terms of the employee's signed membership card
45 regarding dues deduction revocation have been met.

1
2 **6.3. Remittance of Dues.**

3 The Employer shall electronically transmit to the Union on the first bank working day
4 after each payday all dues deducted for that pay period in those bargaining units for
5 which the Union is the exclusive bargaining representative.
6

7 **6.4. Indemnification.**

8 The Union and each employee in a designated bargaining unit hereby undertakes to
9 indemnify and hold the University, and its employees harmless from all claims,
10 demands, suits or other forms of liability that may arise against the University for or on
11 account of any deductions made from the wages of such employees or for any action
12 taken under this Article.
13

14 **6.5. Notification.**

15 The Employer shall notify each employee hired into a bargaining unit position that the
16 position is included in a bargaining unit represented by a union through job posting, new
17 employee orientation, or appointment letter.
18

19 **6.6. Voluntary PEOPLE Deduction.**

20 During the term of this Agreement, the Employer shall deduct the sum specified from
21 the pay of each member of the Union who voluntarily executes a political action
22 contribution wage assignment authorization for PEOPLE (Public Employees Organized
23 to Promote Legislative). When filed with the Employer, the authorization form will be
24 honored in accordance with its terms. The amount deducted and an electronic roster of
25 all employees using payroll deduction for voluntary political action contributions will be
26 promptly transmitted to the Union by a separate check payable to its order. Upon
27 issuance and transmission of a check to the Union, the Employer's responsibility shall
28 cease with respect to such deductions. The Union and each employee authorizing the
29 assignment of wages for the payment of voluntary political action contributions hereby
30 undertakes to indemnify and hold the Employer harmless from all claims, demands,
31 suits or other forms of liability that may arise against the Employer for or on account of
32 any deduction made from the wages of such employee.
33

34 **6.7.**

35 The parties agree that the Employer may charge the WFSE one quarter of one percent
36 (.25%) of all amounts annually donated to cover the administration of this check off.
37

38 **6.8.**

39 The Employer agrees to deduct from the wages of any Sergeant or Lieutenant who is a
40 member of the Union deductions for the WFSE/AFSCME Public Safety Protection
41 Program who has submitted a signed authorization for the deduction to the Employer.
42 Authorization for this deduction must be executed in writing by the employee on the
43 WFSE/AFSCME Council 28 Public Safety Protection Program Voluntary Payroll
44 Deduction Authorization and submitted to the Employer prior to commencement of the
45 deduction. Authorization cards which are submitted by the 15th day of the month shall
46 become effective as of the first day of the next pay period. Deductions shall include a
47 one-time initial deduction amount and an ongoing, monthly deduction amount. Such

1 authorization may be revoked by the employee at any time by giving written notice to
2 the Employer with a copy to the Union. The Employer agrees to remit electronically any
3 deduction made pursuant to this provision to the union no later than the 10th of month
4 following the payroll period from which it was deducted together with an electronic
5 report showing:

- 6
- 7 a. Employee name
- 8 b. Unique employee system identification number
- 9 c. Amount deducted; and
- 10 d. Deduction name (PSPP)
- 11

12 **6.9. Listing of Employees.**

13 A. Authorized Use – All Reports

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

23
24 Information provided pursuant to this Section will be maintained by the Union in
25 confidence according to the law. The Union will indemnify the Employer for any
26 violations of employee privacy committed by the Union pursuant to this Section.

27
28 Each pay period UW shall provide the following ~~four reports~~ union membership
29 information electronically in EXCEL format:

30 A. ~~Total Compensation and deductions~~ Employee Information

31 Name

32 Home Address

33 ~~Home phone~~

34 ~~Cell phone~~ Primary phone

35 Work phone

36 ~~Work location (building)~~

37 Work location (address)

38 ~~Work station or office (suite and/or number)~~

39 Employee ID number

40 Personal Email

41 UW email

42 UW mailbox

43 Employment status

44 ~~Employment status effective date~~ Current position effective date

45 Job classification

46 ~~Department~~ Supervisory org

47 Pay grade

1 Pay step
2 Pay rate salary
3 Hourly rate
4 Supervisor
5 Supervisor email
6 Race
7 Gender
8 DOB
9 Date of hire
10 Job title
11 Job class code
12 Shift
13 Deduction amount dues
14 Deduction amount other
15 Deduction amount PEOPLE
16 Total wages for the pay period
17 Total base pay for pay period
18 Total overtime pay for pay period
19 Total overtime hours per pay period
20 Total hours worked in the pay period
21 Days in the pay period
22 ~~Total hours for each class/type of differential and or/ premium pay for the pay~~
23 ~~period~~
24 ~~Total wages for each class/type of differential and or/ premium pay for the pay~~
25 ~~period~~ Premium pay and premium hours
26 Total wages year to date.
27 Pension plan enrollment (which plan)
28 ~~Position number~~ Position ID
29 Medical plan enrollment (which plan)
30 Bargaining Unit
31 Total FTE
32 Anniversary date (step date)
33 Employment status (regular fulltime, regular part time, hourly, fixed duration
34 part time, fixed duration full time)
35
36 ~~B. All appointment list~~
37 ~~All information above with wages and codes organized by appointment~~
38 ~~including:~~
39 ~~a. Id by each worker~~
40 ~~b. Appointment budget number(s)~~
41 ~~c. Beginning date~~
42 ~~d. End date~~
43 ~~e. Department and /or hiring unit~~
44 College/Org name
45 ~~f. Job Classification~~
46 ~~g. Job Classification Code~~
47 Full time salary or hourly rate

1 Appointment/FTE Percentage
2 Appointment status
3 Appointment term Service Period
4 ~~h. Distribution line information.~~
5 ~~i. Position number~~
6 Earnings in last pay cycle
7 Hours worked in last pay cycle
8 FTE in last pay cycle
9 Leave of Absence effective date
10 Nature of Leave of Absence

11
12 ~~C.B. Change Report Staffing Events and Terminations~~

13 Name
14 Job classification
15 Job classification code
16 Department
17 Employee id
18 Original hire date
19 Status change date
20 Termination/separation date if any
21 Reason for status change, nature of status change
22 Reason for termination/separation
23 ~~LOA effective date~~
24 ~~Nature of LOA~~
25 New hire date
26 New Hire

27
28 ~~D. Vacancy Report~~

29 ~~Position Number~~
30 ~~Job Classification~~
31 ~~Date of vacancy~~
32 ~~Elimination date of vacancy~~
33 ~~Reason for elimination (filled, deleted, transferred to a different~~
34 ~~classification/status)~~

35
36 **6.10. Privacy Rights of Union Members.**

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

42 **ARTICLE 7: UNION BUSINESS/REPRESENTATIVES**

43 **7.1.**

44 The Employer recognizes the right of the Union to designate stewards from the
45 bargaining unit. The union will endeavor to have Sergeants represent Sergeants and

1 Lieutenants represent Lieutenants and will avoid obvious conflicts of interest. The Union
2 will inform the Office of Labor Relations of the stewards' names.

3
4 **7.2.**

5 Paid release time for the designated stewards will be provided for representing
6 employees at investigatory meetings (upon request, the Employer will allow bargaining
7 unit members to be represented at investigatory meetings when the employee
8 reasonably believes disciplinary action may result from the meeting) and at grievance
9 meetings attended by both parties. When designated stewards are granted paid release
10 time they shall experience no loss in pay, however such time shall not be construed as
11 work time, and overtime will not be paid when meetings extend beyond the employee's
12 regular work hours. Paid release time shall be granted by the supervisor following a
13 request but in consideration of any job responsibilities. If permission for time off cannot
14 be immediately granted, the supervisor will arrange for time off at the earliest
15 reasonable time thereafter.

16
17 **7.3.**

18 The union shall prevail ~~upon~~over all employees in the bargaining unit and especially
19 Union stewards, to make a diligent and serious attempt to resolve complaints at the
20 lowest possible level. The Employer, likewise, shall prevail upon its supervisory
21 personnel to cooperate fully with the Union stewards in the speedy resolution of any
22 grievances that may arise.

23
24 **7.4. Bulletin Boards.**

25 The Union shall be designated space on a bulletin board for the posting of notices
26 relating to official union business.

27
28 **7.5. Union Access.**

29 Union business such as investigating grievances and other legitimate routine matters
30 may be conducted on Police Department premises provided that such business does
31 not interfere with Police Department operations. The Employer shall provide reasonable
32 access to Department premises to authorized Union representatives for the purpose of
33 handling grievances and other legitimate Union business provided that such access
34 does not interfere with the work and duties of Union employee stewards or of other on-
35 duty employees. Scheduled Union meetings may be held in Police Department facilities
36 provided that such meetings do not interfere with Police Department operations and are
37 approved in advance by the Police Chief.

38
39 **7.6. Contract Training.**

40 Whereas it benefits the University to have Union stewards who understand the contract
41 and are trained in administration of the contract, each of the Union's stewards shall be
42 allowed a total of sixteen (16) working hours annually without loss of pay to participate
43 in the Union's steward training program. Said time off shall be approved in advance by
44 the employee's supervisor and shall be contingent upon the ability to provide coverage
45 during the time off. Time off will be limited to a maximum of two (2) stewards at sixteen
46 (16) hours each.

1 **7.7. Union Information Requests.**

2 All requests for information regarding the bargaining unit by the Union will be submitted
3 in writing to the Office of Labor Relations. Requests will clearly identify what information
4 is being sought and include the reason for the request. Requests will not normally
5 extend more than twenty-four (24) months prior to the date of the request. When the
6 Union submits a request for information that the Employer believes is unclear or
7 unreasonable, or which requires the creation or compilation of a report, the Employer
8 will contact the Union and the parties will discuss the scope and costs associated with
9 the request and the amount the Union will pay for receipt of the information.

10
11 **7.8. New Employee Access.**

12 A. The Employer will offer a regularly scheduled, in-person, ~~all-day~~all-day new
13 employee orientation which will include a benefits orientation. The orientation will be
14 offered by the office of Professional and Organizational Development in coordination
15 with the Benefits Office and the Employer will require new employees from the
16 Seattle Main Campus to attend.

17
18 B. A Union representative shall be allowed up to thirty (30) minutes with employees
19 during the new employee orientation. Such release time will be subject to the
20 operational needs of the department and does not count as time worked for the
21 purposes of calculating overtime.

22
23 C. If the University conducts orientation ~~on-line~~online, the Union will be permitted to
24 display a reasonable amount of information as part of the program.

25
26 D. For employees hired into the bargaining unit who do not attend the orientation
27 described in A and B above, within ninety (90) days of the employee's start date, the
28 Employer will provide the Union access to the employee during the employee's
29 regular work hours to present information about the Union. This access will be
30 provided at the employee's regular worksite, or at a location mutually agreed to by
31 the Employer and the Union and will be for no less than thirty (30) minutes.

32 **ARTICLE 8: UNION BUSINESS ACTIVITIES-LEAVE**

33 **8.1.**

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

38 **ARTICLE 9: EMPLOYEE RIGHTS**

39 **9.1. Probationary Periods.**

40 Every part-time and full-time employee, following initial appointment to a permanent
41 position, will serve a probationary period in accordance with RCW 41.06.133.

1 Probationary period rejections shall be in writing. Rejections during the probationary
2 period are not grievable.

3 4 **9.2. Personnel Files.**

5 A. Employee Access.

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

14 15 B. Files Relating to Employment.

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

- 22
23 1. This does not preclude the Employer from maintaining payroll,
24 benefits, medical, and computer records in accordance with the
25 University retention schedule and state and/or federal law.
- 26
27 2. Individual supervisors may create and retain documents in a
28 supervisor tickler file. Documents in the supervisor file will not be
29 placed in the department or personnel file unless they are
30 incorporated as part of an official action (such as a performance
31 evaluation or a corrective action), which should then be retained in
32 the appropriate personnel or departmental file. All material in the
33 supervisor's file, absent unusual circumstances, will be removed
34 annually in October.
- 35
36 3. Adverse material or information related to employee misconduct or
37 alleged misconduct which is determined to be false and all such
38 information in situations where the employee has been fully
39 exonerated of wrong-doing shall be kept in a confidential file and
40 shall not be released to a prospective employer without the consent
41 of the officer. Adverse material related to employee misconduct or
42 alleged misconduct which is sustained may be released if required
43 under a Public Records request, or as otherwise required by law. If
44 released, the name of the officer will be deleted from the document
45 unless the name of the officer has already been made public, or if
46 disclosure is otherwise required by law.
- 47
48 4. Prior to release of any information about an employee pursuant to a
49 Public Records request, the officer will be notified of the request
50 and, to the extent possible, allowed four (4) business days to seek

1 an injunction before the information is released. Confidential files
2 will be kept in the Police Department.

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

8
9 C. Employee Response.

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

17
18 D. Confidentiality.

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

25
26 E. Medical files.

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

30
31 F. Removal of Documents.

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

- 35 1. Record of Written Reprimands will be removed from an employee's
36 personnel file and remain in an internal affairs file after five (5)
37 years if:
38 a. Circumstances do not warrant a longer retention period;
39 b. There has been no subsequent discipline; and
40 c. The employee submits a written request for removal.
41 2. Records of Written Reprimands not removed after five (5) years
42 and remain in an internal affairs file will be removed after seven (7)
43 years in accordance with Washington State law if:
44 a. There has been no subsequent discipline; and
45 b. The employee submits a written request for its removal.

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

1
2 **9.3. Working Out of Classification.**

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

8
9 **9.34. Indemnification.**

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

12
13 **9.45. Performance Evaluation.**

14 Performance evaluations will be conducted on an annual basis in accordance with
15 Departmental policy. The immediate supervisor will conduct the evaluation with input
16 from individuals who supervised the employee during the evaluation period. Employees
17 will have the right to submit rebuttals to performance evaluations and have the rebuttals
18 attached to the evaluation. Evaluations will not be provided to outside agencies or used
19 in the promotional process until after the employee has completed review of the
20 evaluation or has had it for fourteen (14) calendar days, whichever comes first.

21 Employees may seek reconsideration of their performance evaluation in accordance
22 with Department Policy and will receive a written response. In accordance with
23 University Policy, performance evaluations will be retained in the employee's file for no
24 more than three (3) years.

25
26 **9.56. Employee Assistance.**

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

31
32 No employee's job security will be placed in jeopardy as a result of seeking and
33 following through with corrective treatment, counseling, or advice providing that
34 employee's job performance meets supervisory expectations.

35
36 **9.67. Job Descriptions.**

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

40
41 **9.78. VEBA Medical Reimbursement Plan.**

42 The University will offer a VEBA Medical Reimbursement Plan for all members of the
43 bargaining unit. The bargaining unit will vote to authorize the University to contribute an
44 agreed upon amount to the VEBA Medical Reimbursement Plan. Such contributions will
45 be based on a percentage of gross income and may range from no contribution to a
46 maximum of 1%. Should the bargaining unit vote to amend their compensation in favor
47 of a VEBA Medical Reimbursement Plan contribution, all members of the bargaining

1 unit must contribute equally, and the percentage contribution amount may only be
2 changed by vote and on an annual basis. Individuals may not change contribution rates
3 at any time. In addition to any contributions made pursuant to a vote by the bargaining
4 unit to amend their compensation as provided for in this section, the University, on
5 behalf of each bargaining unit member, will contribute 1.2% of regular pay to the VEBA
6 Medical Reimbursement Plan.

7
8 **9.89.**

9 Upon request, the Employer will share with the union information about classified
10 positions within the bargaining unit which may be abolished or held unfilled.

11
12 **9.910.**

13 Unused sick and vacation leave credits of permanent status employees changing
14 employment between bargaining unit and non-bargaining unit positions shall move with
15 the employee.

16
17 **9.104. Trial Service Period.**

- 18 A. Employees with permanent status who are promoted into a job classification for
19 which they have not previously attained permanent status, will serve a trial
20 service period of six (6) consecutive months. The Employer may extend the trial
21 service period for an individual employee as long as the extension does not
22 cause the total period to exceed twelve (12) months. Employees will be provided
23 with a written explanation for the extension. Extension of trial service period shall
24 not be a normal practice.
- 25
- 26 B. Any employee serving a trial service period will have said trial service period
27 extended, on a day-for-a-day basis, for any day(s) that the employee is on leave
28 without pay or shared leave, except for leave taken for military service.
- 29
- 30 C. An employee who is promoted to a different position prior to completing their trial
31 service period will serve a new trial service period.
- 32
- 33 D. An employee serving a trial service period may voluntarily revert to that
34 employee's former permanent position within fifteen (15) days of the
35 appointment, provided that the position has not been filled or an offer has not
36 been made to an applicant. An employee serving a trial service period may
37 voluntarily revert at any time to a funded permanent position that is vacant or
38 filled by a non-permanent employee and is within the employee's previously held
39 permanent job classification.
- 40
- 41 E. Within five (5) working days' written notice by the Employer, an employee who
42 does not satisfactorily complete their trial service period will be reverted to a
43 funded permanent position that is vacant or filled by a non-permanent employee
44 and is within the employee's previously held permanent job classification. If the
45 Employer fails to provide five (5) working days' notice, the reversion will stand
46 and the employee will be entitled to payment of the difference in the salary for up
47 to five (5) working days, which the employee would have worked at the higher

1 level if notice had been given. Under no circumstances will notice deficiencies
2 result in an employee gaining permanent status in the higher classification.
3

4 F. An employee who has no reversion options may request that their name be
5 placed on the rehire list for positions in job classifications where they had
6 previously attained permanent status.
7

8 **ARTICLE 10: VACATIONS**

9 **10.1. Vacation Time Off Accrual.**

10 Employees will accrue vacation time off during the new hire probationary period. The
11 current accrual schedule for full-time employees (prorated for part-time), to be credited
12 monthly, is as follows:
13

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

14
15 Vacation time off shall not accrue when unpaid time exceeds 80 hours in a calendar
16 month, prorated for part-time employment.
17

18 **10.2.**

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

3
4 ~~A. Twice each year, on or about April 1 and October 1, a vacation request sheet~~
5 ~~shall be circulated to the bargaining unit employees. Each employee shall be~~
6 ~~given the opportunity to indicate preference of a vacation time period.~~
7 ~~Supervision shall endeavor to schedule vacations according to the~~
8 ~~employee's wishes. In the event that two or more bargaining unit employees~~
9 ~~from the same or different shifts request the same vacation period and~~
10 ~~supervision must limit the number of persons who may take leave at one time~~
11 ~~due to work requirements, the person with the longest continuous service in~~
12 ~~that work unit shall be given preference.~~

13
14 ~~B. Supervision shall post the vacation schedule by May 1 and November 1,~~
15 ~~which shall remain in effect for each succeeding six (6) months period, that is,~~
16 ~~June 1 through November 30, and December 1 through May 31, respectively.~~
17 ~~Individual vacation periods may be changed at any time by mutual agreement~~
18 ~~between the employee(s) concerned and supervision. However, in no case~~
19 ~~shall an employee's scheduled vacation interfere with the necessary work of~~
20 ~~the organization, the determination of which shall rest with supervision.~~

21
22 ~~C. Management will respond within fourteen (14) calendar days of submittal of~~
23 ~~time off requests with acknowledgment of receipt. After the 14 days,~~
24 ~~management will communicate relevant updates approximately every seven~~
25 ~~(7) days about the status of the request. Management shall approve or deny~~
26 ~~the time off request within thirty (30) days of submittal of the request.~~

27
28 A. Scheduling.

29 Seniority for purposes of establishing the annual vacation schedule shall be
30 defined as length of time in rank at UWPD.

31
32 B. Vacation Bidding:

33 Vacation bidding will occur annually. The bidding process will begin immediately
34 following shift selections. Bidding will occur in seniority order. Employees may
35 select a maximum of two (2) scheduled work weeks during the bidding process.
36 Management will post the vacation schedule.

37
38 C. Supplemental Time Off Requests:

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

43
44 **10.3.**

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

1
2 **10.4. Vacation Denial.**

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

10
11 **10.5. Holiday Rotation.**

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

20
21 **10.6. Vacation Time Off Accumulation.**

22 An employee may accumulate a vacation balance which normally shall not exceed two
23 hundred eighty (280) hours. An employee may elect to accrue in excess of two hundred
24 eighty (280) hours but must receive approval to use the excess balance prior to the next
25 anniversary date or lose those hours accrued in excess of two hundred eighty (280).

- 26
27 A. If an employee's request for vacation time off is denied by the Appointing
28 Authority or designee, and the employee has not exceeded the vacation time
29 off maximum, the Employer shall grant an extension for each month that the
30 Employer defers the employee's request for vacation time off.
31
32 B. An employee may also accumulate vacation time off days in excess of the
33 statutory limit as long as the employee uses the excess balance prior to the
34 employee's anniversary date. Any time off in excess of the maximum that is
35 not deferred in advance of its accrual as described above, will be lost on the
36 employee's anniversary date (time off service date).
37

38 **10.7. Vacation Time Off Cash Payment.**

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

42 **ARTICLE 11: SICK AND BEREAVEMENT TIME OFF**

43 **11.1. Sick Time Off.**

44 A. Accrual.

45 Full-time employees (prorated for part-time) accrue eight (8) hours of sick time off

1 for each month of completed regular monthly service. Paid sick time off may not
2 be used in advance of accrual and must not exceed eight (8) hours in a month.
3 Employees working less than a full time schedule shall accrue sick time off on
4 the same prorated basis that their employment schedule bears to a full time
5 schedule. Employees with unpaid time off exceeding 80 hours in a month
6 (prorated for part-time) will earn a monthly accrual proportionate to the number of
7 hours in pay status, in the month to that required for full-time employment.
8

9 **B. Sick-Time Off—Use.**

10 Sick time off can be used:

- 11 1. For the employee’s own physical illness, disability, injury, or health
12 condition or for preventative care such as a medical, dental, or optical
13 appointment(s).
- 14 2. For a family member’s illness, injury, or health condition, or disability of
15 preventative care such as medical, dental, or optical appointment(s).
- 16 3. For reason of exposure of the employee to a contagious disease when the
17 employee’s presence at work would jeopardize the health of others.
- 18 4. When the employee’s place of business has been closed by order of a
19 public official for any health-related reason, or when an employee’s child’s
20 school or place of care has been closed for such reason or after the
21 declaration of an emergency by a local or state government or agency, or
22 by the federal government.
- 23 5. Because of a health condition of a family member that requires treatment
24 or supervision, or that requires the presence of the employee to make
25 arrangements for extended care.
- 26 6. For family care emergencies. A child care emergency is defined as a
27 situation causing an employee’s inability to report for or continue
28 scheduled work because of emergency child care requirements such as
29 unexpected absence of regular care provider, unexpected closure of the
30 child’s school, or unexpected need to pick up child at school earlier than
31 normal. An elder care emergency is defined as a situation causing an
32 employee’s inability to report for or continue scheduled work because of
33 emergency elder care requirements.
- 34 7. Except as provided in subsection (5) of this Section, because of
35 emergencies caused by serious illness or injury of a family member that
36 require the presence of the employee to provide immediate necessary
37 care of the patient or to make arrangements for extended care. The
38 applicability of “emergency,” “necessary care,” and “extended care” shall
39 be made by the Chief or designee.
- 40 8. When requested as a supplemental benefit while receiving a partial wage
41 replacement for paid family and/or medical leave under Title 50A RCW.
- 42 9. Because of illness or injury of a family member who is disabled and
43 requires the employee’s presence to provide short-term care or to make
44 arrangements for extended care.
- 45 10. If the employee or the employee’s family member is a victim of domestic
46 violence, sexual assault, stalking or hate crime as defined in RCW

1 49.76.020. The employer may require the request under this section be
2 supported by verification in accordance with APS 46.8.

3 11. For an employee to be with a spouse or registered domestic partner who
4 is a member of the armed forces of the United States, National Guard, or
5 reserves after the military spouse or registered domestic partner has been
6 notified of an impending call or order to active duty, before deployment, or
7 when the military spouse or registered domestic party is on leave from
8 deployment.

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

13 13. To allow the employee to prepare for, or participate in, any judicial or
14 administrative immigration proceeding involving the employee or
15 employee's family member.

16
17 C. Family Member Definition for Sick Time Off

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

30
31 D. Sick Time Off Verification

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

36
37 E. Sick time off may be granted for:

- 38 1. Condolence or bereavement of a family or household member, including
39 the stillbirth or miscarriage of a child.
40 2. To bond with a newborn, adoptive or foster child for a period beyond
41 eighteen (18) weeks. Sick time off for this purpose must be taken during
42 the first year following the child's birth or placement.

43
44 F. Use of Vacation Time Off or Compensatory Time Off for Sick Time Off Purposes.

45 An employee who has used all accrued sick time off may be allowed to use
46 accrued vacation time off and/or compensatory hours for sick time off purposes

1 when approved in advance or authorized by the employee's departmental
2 supervisor.

3
4 **G. Restoration of Vacation Time Off.**

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

9
10 **H. No Abuse of Sick Time Off.**

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

15
16 **11.2. Sick Time Off Cash Out.**

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

19
20 In January of each year an employee whose sick time balance at the end of the
21 previous year exceeds four hundred eighty (480) hours may elect to convert the
22 sick time off hours earned in the previous calendar year, minus those hours used
23 during the year, to monetary compensation. No sick time off hours may be
24 converted which would reduce the calendar year end balance below four
25 hundred eighty (480) hours. Monetary compensation shall be paid at the rate of
26 twenty-five percent and shall be based on the employee's current salary. All
27 converted hours will be deducted from the sick time off balance.

28
29 Employees who separate from University service due to retirement or death shall
30 be compensated for the unused sick time off accumulation from the date of most
31 recent hire in a leave eligible position with the State of Washington at the rate of
32 25%. Compensation shall be based upon the employee's wage at the time of
33 separation. For the purpose of this section, retirement shall not include vested
34 out of service employees who leave funds on deposit with the retirement system.
35 Former eligible employees who are re-employed within five (5) years of their
36 separation from service shall be granted all unused sick time off credits, if any, to
37 which they are entitled at time of separation.

38
39 **11.3. Bereavement Time Off.**

40 A. An employee shall be granted ~~three-five~~ (35) days of bereavement time off for
41 each death of a family member (11.4), including the miscarriage or stillbirth of a
42 child. Employees may use sick time off for up to three (3) days of additional
43 bereavement time off beyond the initial ~~three-five~~ days. Any additional
44 bereavement time off beyond three days must be approved by the Employer.

45
46 **B. Family Member Definition for Bereavement**

47 Family members includes biological, adoptive, de facto, or foster parent,

1 stepparent, or legal guardian of an employee or the employee’s spouse or
2 domestic partner, or a person who stood in loco parentis when the employee was
3 a minor child; sibling, spouse, domestic partner, grandparent, grandchild, or
4 child, regardless of age or dependency status, including a biological, adopted or
5 foster child, stepchild, or a child to whom the employee stands in loco parentis, is
6 a legal guardian, or is a de facto parent. Family members include those persons
7 in a “step” relationship.
8

9 **11.4. Reasonable Accommodation Due to Disability.**

10 An employee who is unable to perform the essential functions of their position due to
11 mental, sensory or physical incapacity may be separated from service after the
12 institution has made good faith efforts to reasonably accommodate the employee’s
13 disability in accordance with applicable state and federal law.
14

15 **11.5. Shared Leave.**

16 Employees may participate in the University’s shared leave program in accordance with
17 state law and University policy as set forth in the Administrative Policy Statements
18 45.10.
19

20 **11.6. Uniformed Service Shared Leave Pool.**

21 Eligible state employees may donate leave to the uniformed services shared leave pool
22 for use by state employees who have been called to active duty in one of the uniformed
23 services of the United States. Employees may participate in this program in accordance
24 with state law and University
25 policy. <http://www.washington.edu/admin/hr/polproc/leave/shared-leave.html>
26

27 **11.7. Choice of Leave.**

28 In accordance with RCW 49.12 and WAC 296-130, employees shall be allowed to use
29 any or all of their choice of sick time off or other paid time off to care for their (a) child
30 with a health condition that requires treatment or supervision of (b) spouse, parent,
31 parent-in-law, or grandparent who has a serious health condition or an emergency
32 condition, as those terms are defined in WAC 296-130-020. Employees shall not be
33 disciplined or otherwise discriminated against because of their exercise of these rights.
34

35 **ARTICLE 12: HOLIDAYS**

36 **12.1. Holidays.**

37 A. Scheduled Holidays

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

New Year’s Day	Independence Day
Martin Luther King Jr. Day (Third Monday of January)	Labor Day
President’s Day (Third Monday of February)	Veteran’s Day
Memorial Day	Thanksgiving Day

Juneteenth (June 19th)

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 time off in Article 17 Holiday credit must be used before vacation time off unless doing so would cause the employee to exceed the two hundred eighty (280) hour vacation time off 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.

12.2. Personal Holiday

- 1 A. Each employee may select one personal holiday each calendar year in
2 accordance with the following:
- 3 1. The employee has been continuously employed by the University for more
4 than four (4) months;
 - 5 2. The employee has requested and been approved to take the personal
6 holiday in accordance with Article 10.6 Vacation Time Off.
- 7 B. It is the employee's responsibility to schedule the Personal Holiday before
8 December 31st. If not requested, it is forfeited.
- 9 C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and
10 cannot be rescheduled before December 31st.
- 11 D. Full-time employees shall receive eight (8) hours of regular pay for the personal
12 holiday. Any differences between the scheduled shift for the day and eight (8)
13 hours may be adjusted by use of use of compensatory time, holiday credit, use of
14 vacation time, or unpaid time off.
- 15 E. Part-time employees shall be entitled to a pro-rated number of paid hours on a
16 Personal Holiday based on their FTE.

17
18 **12.3.**

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

21
22 **12.4.**

23 Unpaid time off will be granted for a reason of faith or conscience for up to two (2)
24 workdays per calendar year. This time off will be granted for a reason of faith or
25 conscience or an organized activity conducted under the auspices of a religious
26 denomination, church, or religious organization. Unpaid time off may only be denied if
27 the employee's absence would impose an undue hardship on the Employer as defined
28 by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
29 Employees will only be required to identify that the request for time off is for a reason of
30 faith or conscience or an organized activity conducted under the auspices of a religious
31 denomination, church, or religious organization.

32 **ARTICLE 13: LEAVES OF ABSENCE**

33 **13.1**

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

- 41
- 42 1. Family and Medical Leave Act covered absence
 - 43 2. Parental leave
 - 44 3. Disability leave
 - 45 4. Educational leave

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

10 11 **13.2**

12 **Family and Medical Leave Act.**

13 Leave under the Family and Medical Leave Act will be treated in accordance with
14 applicable state and federal law. It is the intention of the University to comply with the
15 Federal Family and Medical Leave Act through its policies and procedures located at:
16 <https://hr.uw.edu/ops/leaves/fmla/overview/> [https://hr.uw.edu/time-absence/fmla-and-](https://hr.uw.edu/time-absence/fmla-and-pfml/)
17 [pfml/](https://hr.uw.edu/time-absence/fmla-and-pfml/)

18
19 Family members will be as defined in APS 45.5.

20 21 **13.3**

22 **Parental Leave.**

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

27 28 **13.4**

29 **Disability Leave.**

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

33 34 **13.5**

35 **Educational Leave.**

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

38 39 **13.6**

40 **Leave Absences Due to Child-Family Care Emergencies.**

- 41 A. Absence due to child-family care emergencies as defined in Section 13.6.E. shall
42 be charged to one of the following:
- 43 1. Compensatory time;
 - 44 1.2. Holiday credit;
 - 45 2.3. Vacation time off;
 - 46 3.4. Sick time off;
 - 47 4.5. Personal holiday;

1 ~~5.6. Leave of absence without pay.~~
2 ~~Unpaid time off~~

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

5
6 C. Use of compensatory time, holiday credit, vacation time off, sick time off, and
7 ~~leave of absence without pay/unpaid time off~~ for a family care emergency ~~child~~
8 ~~care~~ is limited to three (3) instances per calendar year of each type of time off not
9 to exceed twenty four (24) hours each, with the hours prorated for part-time
10 employees. Documentation may be required.

11
12 D. Upon returning from such time off, the employee shall designate in writing to
13 which category the absence will be charged. For the purpose of this section,
14 advance approval or written advance notice of ~~vacation time off, personal~~
15 ~~holiday, and/or leave of absence without pay/time off use~~ shall not be required.

16
17 E. There are two types of family care emergencies:
18

19 1. A child care emergency is defined as a situation causing an employee's
20 inability to report for or continue scheduled work because of emergency
21 child care requirements such as unexpected absence of regular care
22 provider, unexpected closure of the child's school, or unexpected need to
23 pick up child at school earlier than normal.

24 2. ~~An elder care emergency is defined as a situation causing an~~
25 ~~employee's inability to report for or continue scheduled work because of~~
26 ~~emergency elder care requirements.~~

27
28 **13.7**

29 Leaves Involving Military Personnel and Domestic Violence Situations.

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

34
35 **13.8**

36 **Civil Duty Time Off.**

37 Paid time off shall be granted to employees to serve on jury duty, as trial witnesses or to
38 exercise other subpoenaed civil duties.

39
40 **13.9**

41 **Work-Related Injury Leave.**

42 An employee who sustains a work-related illness or injury shall be granted a disability
43 leave of absence in accordance with federal and state law. It is the intention of the
44 University to comply with state and federal laws regarding such absences through its
45 policies and procedures located at: [https://risk.uw.edu/workers-](https://risk.uw.edu/workers-comp)

46 ~~comp~~http://www.washington.edu/admin/risk/services/workers_comp.html
47

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

6
7 Employees who suffer a work-related injury or illness that is compensable under the
8 state worker's compensation law may select time loss compensation exclusively or a
9 combination of leave payment and time loss compensation.

10 **13.10**

11 **Inclement Weather.**

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

17 **13.11**

18 **Suspended Operations.**

19 The Employer may designate employees as "Essential" in accordance with University
20 Policy. under APS 40.2. All employees in this bargaining unit are designated as
21 essential and are required to work during an operational suspension.
22
23

24 **ARTICLE 14: HEALTH AND SAFETY**

25 **14.1. Health and Safety.**

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

34 **14.2. Reporting.**

35 Employees are encouraged to immediately report any apparent unsafe working
36 conditions to their supervisor. No employee shall be disciplined for reporting any such
37 condition nor be required to work or to operate equipment when that employee has
38 reasonable grounds to believe such action would result in immediate danger to life or
39 safety, until the condition has been determined to be safe. If the matter is not resolved
40 satisfactorily, the supervisor or employee may involve the Union Steward and request a
41 decision from the University's Department of Environmental Health and Safety or the
42 Department of Labor and Industries.
43
44

1 If a supervisor, Environmental Health and Safety, or the Department of Labor and
2 Industries declare a work site to be hazardous and unfit for work, affected employees
3 may be assigned to alternative work sites until the hazardous condition is rectified.
4

5 **14.3. Safety Committees.**

6 Joint employee elected and Employer appointed safety committees shall be formed in
7 accordance with WISHA requirements and following University policy. Participation in
8 health and safety committees, including meeting time, health and safety research, work
9 on committee assignments, seminars and classes, will be considered time worked for all
10 employees.
11

12 **14.4. Health Examinations.**

13 The Department will provide at no cost to the employee an annual TB test (including
14 chest x-ray when medically indicated) and regular Hepatitis B vaccination in accordance
15 with normal medical practice. The Department will also provide at no cost to the
16 employee any vaccinations or medical tests required as a condition of employment.
17 Upon request, and as determined by the employer, additional tests and vaccinations
18 may be provided.
19

20 **14.5. Wellness.**

21 The employer and the Union will encourage and support employee participation in
22 appropriate programs including the Washington State Employee Assistance Program
23 (WA EAP) through which employees may seek confidential assistance in the resolution
24 of chemical dependency or other problems that may affect job performance. WA EAP
25 may presently be reached at eap.wa.gov or 877.313.4455.
26

27 No employee's job security will be placed in jeopardy as a result of seeking and
28 following through with corrective treatment, counseling or advice providing that the
29 employee's job performance meets supervisory expectations.
30

31 **14.6. Joint Union/Management Committee.**

32 It shall be appropriate for either the Union or the employer to request that a joint
33 Union/Management committee be convened, with Environmental Health and Safety
34 participating, to discuss health and safety concerns and to explore options for
35 addressing those concerns through appropriate training or other approaches.
36

ARTICLE 15: TUITION EXEMPTION

37 **15.1.**

38 Employees may participate in the University's tuition exemption program as authorized
39 by RCW 28B-15.558 and in accordance with guidelines approved by the Board of
40 Regents. The following guidelines are applicable at the time of printing this contract,
41 however, changes to the program may occur as a result of legislative action or guideline
42 modifications made by the Board of Regents.
43

- 44 A. Employees must be regular monthly .5 FTE or more for six or more
45 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.

1 **16.6. Boots/Shoes.**

2 Boots/Shoes will be provided in the following manner:

- 3
- 4 A. A list of at least three (3) eligible boots/shoes will be determined by the
5 Uniform Committee.
- 6 B. By September 1 of each year, employees who have not received new boots
7 or shoes within the last two years will be sized by the Department. The
8 Department will purchase and issue the boots or shoes to Officers every other
9 year. Officers hired during the year will be issued boots or shoes upon hire.
- 10 C. An Officer may select to choose and pay for their own boots/shoes in
11 accordance with the uniform policy.
12

13 **ARTICLE 17: SENIORITY AND LAYOFF**

14 **17.1. Seniority.**

15 Seniority for the purpose of Layoff is defined as the continuous length of service in
16 calendar days with the University from the most recent date of hire. Time spent on paid
17 or unpaid leave will not impact layoff seniority. Permanent employees who are veterans
18 or their unmarried widows/widowers shall have added to their seniority the veteran's
19 active military service to a maximum of five (5) years credit.
20

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

23

24 a. **Department Seniority**

25 For all purposes other than layoff, seniority will be calculated by length of time in
26 job class.
27

28 **17.2.**

29 The Employer will notify the Union at least forty-five (45) days in advance, of its intent to
30 layoff to allow the Union to offer alternative plans to prevent a reduction in force. The
31 Employer will consider all alternatives offered by the Union. In the event of an
32 impending layoff the University will notify the Union of the least senior employees. The
33 University will provide the Union a list of bargaining unit employees with their
34 departmental seniority.
35

36 **17.3.**

37 A. **Layoff and Rehire.**

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

1 Development courses on a space available basis upon payment of designated
2 fees.

3
4 **B. Layoff.**

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

13
14 **C. FTE Reduction.**

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

19
20 **D. Rehire.**

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

24
25 **E. Benefits and Temporary Services.**

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

30
31 **F. Rehire Wages and Increment Date.**

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

36 **ARTICLE 18: HOURS OF WORK AND OVERTIME**

37 **18.1. Standard Workday/Regular Work Schedule.**

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

40
41 **18.2. Alternate Work Schedule.**

42 Operational necessity may require positions and/or classes that are normally
43 designated regular work schedule to work on alternate full-time forty (40) hours work
44 schedule other than five (5) workdays of eight (8) hours in a seven (7) day period.

1 Alternate schedules are an appropriate subject for the Joint Union/Management
2 Committee.

3
4 **18.3. Rest/Lunch Periods.**

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

10
11 **18.4. Overtime.**

12 ~~Sergeants~~ Employees qualify for overtime compensation under the following conditions:

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

25
26 **18.5.**

27 The Employer will not adjust any employees schedule to avoid paying Overtime.
28 Schedules may only be adjusted by providing at least seven (7) days' notice. Schedule
29 adjustments shall require written notification to the employee with an explanation for the
30 adjustment.

31
32 **18.6.**

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

37
38 **18.7. Call Back.**

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

1 **18.8. Standby.**

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

7
8 **18.9. Scheduled Court Assignments.**

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

- 12
13 A. The court assignment is contiguous with the officer's regularly scheduled
14 shift, starting or ending. When the court assignment is contiguous with the
15 officer's regularly scheduled shift the officer shall receive the applicable rate
16 for all hours of the court assignment with no minimum.
- 17 B. The court assignment falls during the officer's regularly scheduled shift. When
18 the court assignment falls during the officer's regularly scheduled shift the
19 court assignment shall be considered a normal part of work.
- 20 C. Where an employee is required to appear one or more times in court on any
21 given day, and all of the employee's court responsibilities for that day have
22 not been completed within five (5) hours after the employee's first court
23 appearance on that day, the court minimum will be eight (8) hours.

24
25 **18.10. Overtime Assignments.**

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

33
34 **18.11. Special Event Rate of Pay.**

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

1 When Sergeants or Lieutenants are scheduled to work a football event within eight (8)
2 hours of the end of their previous shift or the start of their subsequent shift,
3 management will schedule their football game shift in such a way to create an eight (8)
4 hour rest between shifts, except in cases of emergent operational necessity, or in cases
5 that the football shift is contiguous with the regularly scheduled shift.
6

7 **18.12. Shift Selection and Assignment.**

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

14
15 ~~For Sergeants on patrol assignments, shift shall be as follows:~~

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

20
21 ~~Employee assignments will occur between April 1-30 and shall be awarded based upon~~
22 ~~seniority. Approximately three (3) months before then the Department will publish a call~~
23 ~~for written requests on shift assignment. Employees will make their first three (3)~~
24 ~~choices known. Employees will learn of the assignment, including days off associated~~
25 ~~with their assignment, immediately after the bidding process is completed. Assignments~~
26 ~~will take effect on the schedule immediately following July 1st.~~

27 ~~The following general rules apply to assignments:~~

28 ~~A. During the term of this Agreement, no employee will be reassigned to a different~~
29 ~~shift other than the shift awarded by seniority except in situations where the~~
30 ~~University cannot continue to provide patrol supervision. In the event a shift~~
31 ~~reassignment must occur, it will be offered to volunteers based on seniority. If~~
32 ~~there are no volunteers it will be assigned to the least senior patrol supervisor in~~
33 ~~the department.~~

34 ~~B. Shift selection shall be an appropriate subject for the Joint Labor/Management~~
35 ~~Committee.~~

36 ~~C. Voluntary shift trades will be allowed as long as overtime costs are not incurred.~~

37
38 **Exceptions:**

39 If a patrol sergeant has worked two (2) consecutive years (minimum 24
40 months) on night shift, the sergeant will have the option of choosing a
41 dayshift patrol squad at the next shift selection. If a sergeant opts to leave
42 night shift after two (2) consecutive years (minimum 24 months), the
43 sergeant will be allowed to "bump" the least senior sergeant on the current
44 schedule. Subsequently, their shift selection will be determined by time in

1 grade between themselves and the current sergeant remaining on
2 dayshift.

3
4 The same procedure shall apply to sergeants working dayshift who wish to move to
5 nightshift.

6
7 **18.13. Overtime Exempt Employees.**

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

10 ~~A. The University agrees that Lieutenants will receive double times base pay for~~
11 ~~UW football games.~~

12 ~~B. Lieutenants will receive 1.5 times base pay for recharge special events, as~~
13 ~~well as pre-approved special projects and assignments.~~

14 ~~C. For Lieutenants to be paid 1.5 times base pay for other special events, the~~
15 ~~parties must specifically agree to the payment in writing prior to the~~
16 ~~assignment. Lieutenants will earn a minimum of four (4) hours of 1.5 times~~
17 ~~base pay per assignment.~~

18
19 **18.14.**

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

26 **ARTICLE 19: CONTRACTING**

27 The Employer will not contract out work which results in the layoff of bargaining unit
28 employees. The Employer will provide bargaining unit members the first opportunity to
29 volunteer for extra work opportunities prior to utilizing other police agencies to augment
30 Departmental staff.

31 **ARTICLE 20: COMPENSATORY TIME OFF**

32 **20.1. Accrual/Accumulation.**

33 Employees may accrue up to two hundred (200) hours of compensatory time. All
34 overtime or holiday time worked which would result in a compensatory time
35 accumulation of more than two hundred (200) hours and all overtime generated as a
36 result of football games shall be paid and not accumulated as compensatory time. In
37 accordance with the above, employee requests to accrue compensatory time in lieu of
38 pay for all overtime or holiday time worked will be honored.

39
40 **20.2. Use/Carry over.**

41 Employee requests to use compensatory time off shall be made reasonably in advance
42 and approved when the employee's absence will not unduly disrupt operations.

1 Compensatory time must be used or paid for by June 30th of each fiscal year. The
2 employee's unused compensatory time balance will be cashed out every June 30th or
3 when the employee leaves the bargaining unit or University employment for any reason.

4 **ARTICLE 21: DISCIPLINE AND DISMISSAL**

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

8 **ARTICLE 22: GRIEVANCE PROCEDURE**

9 **22.1. Definition.**

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

14
15 **22.2. Employee Grievance Rights.**

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

20
21 **22.3. Employee Representation.**

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

28
29 **22.4. Time Limitations.**

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

42

1 **22.5. Pay Status – Meetings.**

2 Meetings and discussions on the grievance held with the Employer in connection with
3 this grievance procedure shall normally be held during the University’s regular business
4 hours, or as mutually agreeable, and no deduction in pay status shall be made for the
5 grievant or steward for reasonable time spent in such meetings or discussions during
6 the employee’s scheduled duty hours. The work schedule of the grievant will be
7 seriously considered in the scheduling of the grievance meetings. Time off for
8 employees and Stewards shall be granted by supervision following a request, but in
9 consideration of job responsibilities. If the requested time off cannot be granted, the
10 parties shall arrange for time off at the earliest possible time thereafter.

11
12 **22.6. Grievance Withdrawal.**

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

15
16 **22.7. Steps of the Grievance Procedure.**

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

22
23 Step One: Presentation.

24 Within thirty (30) calendar days of the occurrence of a situation, condition, or
25 action that caused the grievance, the employee(s) affected and/or the steward or
26 Union representative shall present the grievance to the employee’s immediate
27 supervisor for resolution. The Human Resources Consultant may also attend, if
28 desired by the University. Presentation of the grievance shall include a short-
29 written description of the subject of the grievance and the contract Articles
30 allegedly violated. If the grievance is directed against the employee’s immediate
31 supervisor, the grievance may be presented to the next higher level of
32 supervision. In the event the employee’s immediate supervisor does not have
33 authority to resolve the grievance, the grievance will be presented at the level
34 having authority to act as determined by the Employer. The Employer will
35 respond within fifteen (15) calendar days of the meeting.

36
37 Step Two:

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

1 The grievant may be represented by a steward and a union staff representative.
2 The University will be represented by the appropriate management official(s) or
3 designee(s), a representative from the Office of Labor Relations, and a Human
4 Resources Consultant, if desired by the University. The University will respond in
5 writing within thirty (30) calendar days.
6

7 Step Three: Grievance Mediation.

8 If a satisfactory settlement is not reached at Step Two, the grievant with
9 authorization from the Union may submit the written grievance within fifteen (15)
10 calendar days to the Office of Labor Relations requesting grievance mediation. A
11 response to the request will be issued within ten (10) days.
12

13 Upon mutual agreement, the Employer and the Union shall request, within ten
14 (10) calendar days, grievance mediation services of the Public Employment
15 Relations Commission (PERC). If those services are unavailable on a timely
16 basis, the parties shall immediately request a list of grievance mediators from the
17 Federal Mediation and Conciliation Service (FMCS) or other agreed upon
18 mediation provider^s. The cost of the mediation shall be borne equally by both
19 parties.
20

21 Step Four: Arbitration.

22 If a satisfactory settlement is not reached at the prior step, either of the signatory
23 parties to this Agreement may submit the grievance to binding arbitration. Such
24 submittal must be made within thirty (30) calendar days following the conclusion
25 of the prior step. The arbitration process of grievances for disciplinary actions,
26 discharges, or terminations will be administered by the PERC using a list of
27 designated arbitrators established in accordance with RCW 41.58.070. For all
28 other arbitrations, the arbitration process will be administered by the PERC using
29 a list of nine arbitrators from either Washington or Oregon. The parties will select
30 an arbitrator using the alternate strike method.
31

32 No later than seven (7) working days prior to the scheduled arbitration meeting,
33 the parties will submit questions of arbitrability to the arbitrator for preliminary
34 determination, share the name of each witness intending to testify at the hearing,
35 and attempt to agree upon the issue statement. A copy of written materials
36 submitted to the arbitrator will be provided to the opposing party.
37

38 The parties agree that the arbitrator shall have no power to render a decision that
39 adds to, subtracts from, alters or modifies in any way the terms and conditions of
40 the Agreement. The parties further agree that the decision of the arbitrator will be
41 final and binding upon all parties. The Union or the Employer will have the right to
42 request the arbitrator to require the presence of witnesses and/or documents.
43 ~~The cost of the arbitration shall be borne equally by the parties and each party~~
44 ~~shall bear the full cost of presenting its own case including any expert or~~
45 ~~attorney's fees and costs.~~ The arbitrator's decision shall be made in writing¹, and
46 the arbitrator shall be encouraged to render the decision within thirty (30)
47 calendar days of the close of the arbitration.

1
2 **Pre-arbitration settlement conference.**

3 In cases where a grievance is moved to arbitration and the parties did not avail
4 themselves of Step Three: Grievance Mediation, the moving party shall have the
5 unilateral right to demand a pre-arbitration settlement conference. These
6 conferences shall not delay the arbitration process and may be held with or
7 without the presence of the arbitrator, at the option of the moving party. In the
8 event that an arbitrator is present, the cost of the arbitrator's participation shall be
9 borne equally by the parties.

10
11 **Arbitration Costs.**

- 12 A. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will
13 be shared equally by the parties.
- 14 B. If the arbitration hearing is postponed or canceled because of one party, that
15 party will bear the cost of the postponement or cancellation. The costs of any
16 mutually agreed upon postponements or cancellations will be shared equally by
17 the parties.
- 18 C. If either party desires a record of the arbitration, a court reporter may be used. If
19 that party purchases a transcript, a copy will be provided to the arbitrator free of
20 charge. If the other party desires a copy of the transcript, it will pay for half of the
21 costs of the fee for the court reporter, the original transcript and a copy.
- 22 D. Each party is responsible for all fees and costs of its staff representatives,
23 attorneys, experts, witnesses –and all other costs related to the development and
24 presentation of their case. Every effort will be made to avoid the presentation of
25 repetitive witnesses.

26
27 **22.8. Files.**

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

30 **ARTICLE 23: EMPLOYEE REPRESENTATION**

31 **23.1.**

32 The public has a right to expect efficient, fair, and impartial law enforcement. Therefore,
33 any alleged misconduct by an employee of the UWPD must be thoroughly investigated
34 to assure the maintenance of these qualities. Employees, too, must be protected
35 against false allegations of misconduct and have the assurance that internal
36 investigations will be conducted in a manner conducive to good order and discipline.

37
38 **23.2.**

39 Every employee who is the subject of an internal affairs investigation or who is
40 interviewed relating to a matter that could lead to discipline (dismissal, demotion,
41 suspension without pay, reduction in pay, and written reprimand) of themselves shall be
42 entitled to be represented by a designated Union representative. The employee to be
43 interviewed shall be afforded reasonable time prior to the interview to consult with the
44 Union representative.

1 **23.3.**

2 Every employee who becomes the subject of an internal investigation shall be advised
3 at the time of the interview who is in charge of the investigation and who will be
4 conducting the interview.
5

6 **23.4.**

7 The investigator shall apprise the employee of the complaint made against them and
8 allow the employee to read the allegations contained in the complaint. A sanitized copy
9 of the complaint may be provided to the employee, upon request.
10

11 **23.5.**

12 The interview of any employee shall be at a reasonable hour, preferably when the
13 employee is on duty, unless the exigency of the interview dictates otherwise. Whenever
14 possible, interviews will be scheduled during the normal workday of the employee. If the
15 interview is held outside the employee's normal working hours, all time spent in the
16 interview will be considered work time and will be paid at the appropriate rate.
17

18 **23.6.**

19 The employee or the Employer may request that the interview be recorded, either
20 mechanically or by a stenographer. There can be no "off the record" questions. Upon
21 request, the employee shall be provided an exact copy of any written statement the
22 employee has signed, or a verbatim transcript of any interview. Upon written
23 authorization from the employee, the Employer will provide to the Union a copy of any
24 signed statement or verbatim transcript provided to the employee.

25 **ARTICLE 24: PERFORMANCE OF DUTY**

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

36 **ARTICLE 25: WAGES AND OTHER PAY PROVISIONS**

37 **25.1.**

38 All employees will maintain a 16.5% supervisory differential over the employees they
39 supervise.
40

41 **25.2.**

1 In order to comply with the supervisory differential described in 25.1, all bargaining unit
2 employees will receive an across the board increase no less than that agreed to for the
3 Officers they supervise. The parties agree that this agreement is made pursuant to the
4 terms of RCW 41.80, including the financial feasibility requirements in RCW 41.80.010.
5

6 **25.3.**

7 The employees will receive longevity pay in accordance with the following schedule:

- 8 • 3 years 1%
- 9 • 5 years 3%
- 10 • 10 years 5%
- 11 • 15 years 6%
- 12 • 20 years 8%
- 13 • 25 years or more 10%

14
15 **25.4.**

16 Certified instructors will receive a 7.5% premium pay for any day spent instructing, so
17 long as the actual instruction is for a minimum of four (4) hours, and will also receive a
18 7.5% premium pay for a day of planning for each block of training.

19
20 **25.5. Working Out of Classification.**

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

26
27 **25.56. FTO Assignments.**

28 Field Training Officers (FTOs) will receive a ~~7.5~~¹⁰% premium for hours worked
29 performing FTO responsibilities. When assigning FTOs, the Department will make a
30 request for volunteers. If there are no volunteers, the Department will assign an FTO.
31 The Department will make a good faith effort to equalize situations where employees
32 are mandated to perform FTO responsibilities, unless the Department determines that a
33 particular assignment will benefit the training needs of the trainee.
34

35 **25.67. Fitness Incentive.**

36 Any bargaining unit member that passes the optional yearly fitness test based on the
37 PFAT (Physical Fitness Agility Test) shall receive a one-time lump sum payment of
38 \$300.00 each year that they pass the test. The test will be completed prior to 6/30 of
39 each year and the payment will be made on the first paycheck subsequent to that
40 deadline. The test will be comparable to the standards put forth by the police academy,
41 will be administered by a third party, and the result of the test will not be subject to the
42 grievance procedure in Article 22.
43

44 **25.78. Educational Incentive.**

45 Base pay for Police Sergeants and Lieutenants classifications shall be increased by the
46 following educational incentive schedule:
47

Amount	Degree
Two <u>Two</u> percent (2%)	<u>Associate's Degree</u>
Two-Four percent (24%)	Bachelor's Degree
Three-Five percent (35%)	Advanced Degrees (e.g MA, MBA, JD)

1
2 **25.89.**

3 Police Sergeants and Lieutenants assigned to the Investigations Bureau as a Detective
4 will receive a four percent (4%) premium for all hours worked in the assignment. As a
5 result of receiving premium pay, Detective personnel will be subject to callout when
6 needed to conduct felony investigations or assist with other high profile investigations.
7

8 **25.910. Bike Officer Patrol:**

9 Police Sergeants and Lieutenants trained as bicycle officers and assigned to the Patrol
10 Bureau, will receive a three percent (3%) premium for all hours worked when performing
11 bike officer duties.
12

13 **25.1011.**

14 Police Sergeants and Lieutenants trained and certified as Armorers and assigned to
15 perform maintenance and inventory of department firearms will receive a four percent
16 (4%) premium for all hours worked when performing Armorer duties.

17 **ARTICLE 26: SEVERABILITY**

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

22 ~~**ARTICLE 27: HEALTH CARE BENEFITS**~~

23
24 ~~The agreement reached at the State bargaining table concerning health care benefits~~
25 ~~shall be applicable to bargaining unit employees.~~

26
27 ~~Health Care Benefit amounts are described in Appendix III (Agreement subject to~~
28 ~~verification by Benefits Office).~~

29
30 ~~Refer to separate coalition agreement on Health Care Benefit amounts.~~

31 **ARTICLE 278: MANDATORY SUBJECTS**

32 **278.1.**

1 The Employer shall satisfy its collective bargaining obligation before changing a matter
2 that is a mandatory subject. The Employer will notify the union staff representative in
3 writing, with a copy to the Executive Director of the Union, of these changes. The Union
4 may request discussions about and/or negotiations on the impact of these changes on
5 employee's working conditions. The Union will notify the Vice President of Labor
6 Relations of any demands to bargain. The written notice requesting bargaining must be
7 filed with Human Resources Labor Relations (LR) at laborrel@uw.edu and shall include
8 at least three (3) available dates and times to meet. In the event the Union does not
9 request discussions and/or negotiations within thirty (30) calendar days, the Employer
10 may implement the changes without further discussions and/or negotiations. There may
11 be emergency or mandated conditions that are outside of the Employer's control
12 requiring immediate implementation, in which case the Employer shall notify the Union
13 as soon as possible.

14
15 **278.2.**

16 Prior to making any change in written agency policy that is a mandatory subject of
17 bargaining; the Employer shall notify the Union and satisfy its collective bargaining
18 obligations per Article 28.

19
20 **278.3.**

21 The parties shall agree to the location and time for the discussions and/or negotiations.
22 Each party is responsible for choosing its own representatives for these activities. The
23 Union will provide the Employer with the names of its employee representatives at least
24 seven (7) calendar days in advance of the meeting date unless the meeting is
25 scheduled sooner, in which case the Union will notify the Employer as soon as possible.

26
27 **278.4. Release Time.**

- 28 A. The Employer shall approve paid release time for up to two (2) employee
29 representatives who are scheduled to work during the time meetings or
30 negotiations are being conducted, provided the absence of the employee will not
31 interfere with the operating needs of the Employer. The Employer will approve
32 vacation leave or leave without pay for additional employee representatives
33 provided the absence of the employee will not interfere with the operating needs
34 of the university.
- 35 B. No overtime will be incurred as a result of negotiations and/or preparation for
36 negotiations.
- 37 C. The Union is responsible for paying any travel or per diem of employee
38 representatives. Employee representatives may not use a state vehicle to travel
39 to and from a bargaining session, unless authorized by the University for
40 Business Purposes.

41 **ARTICLE 289: TRAINING AND DEVELOPMENT**

42 **289.1. Range and Ammunition.**

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

1
2 **289.2. Professional Development Reimbursement.**

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

10 **ARTICLE 2930: DURATION**

11 This Agreement shall become effective on July 1, 2025-2027 and shall remain in full
12 force and effect until June 30, 2027-2029. Nothing in this Agreement shall be construed
13 to limit or reduce the rights and privileges of the parties except where specifically
14 modified herein.
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APPENDIX I: PAY TABLE

University of Washington - Contract Classified Teamsters 117 and WFSE Police Management Sergeants and Lieutenants Payscale Table BP

For the most current information regarding thisayscale table, please refer to the UW Compensation Plan on the web at: <https://hr.uw.edu/comp/>

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

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1 **APPENDIX III: HEALTH CARE BENEFITS PLACEHOLDER for Healthcare Coalition**
2 **Bargaining**
3

- 4 A. For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will be an
5 amount equal to eighty-five percent (85%) of the monthly premium for the self-insured
6 Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for
7 insurance each month, as determined by the Public Employees Benefits Board (PEBB).
8 In no instance will the employee contribution be less than two percent (2%) of the EMC
9 per month.
10
- 11 B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket
12 maximums and co-insurance/co-payment) may not be changed for the purpose of
13 shifting health care costs to plan participants, but may be changed from the 2014 plan
14 under two (2) circumstances:
15 1. In ways to support value-based benefits designs; and
16 2. To comply with or manage the impacts of federal mandates.
17
- 18 C. Value-based benefits designs will:
19 1. Be designed to achieve higher quality, lower aggregate health care services cost
20 (as opposed to plan costs);
21 2. Use clinical evidence; and
22 3. Be the decision of the PEBB.
23
- 24 D. Appendix III (B) and (C) will expire June 30, 2027.
25
- 26 E. The Employer will pay the entire premium costs for each bargaining unit employee for
27 dental, stand-alone vision, basic life, and any offered basic long-term disability insurance
28 coverage. If changes to the long-term disability benefit structure occur during the life of
29 this Agreement, the Employer recognizes its obligation to bargain with the Coalition over
30 impacts of those changes within the scope of bargaining.
31
- 32 F. Wellness
33 1. To support the statewide goal for a healthy and productive workforce, employees
34 are encouraged to participate in a Well-Being Assessment survey. Employees
35 will be granted work time and may use a state computer to complete the survey.
36 2. The Coalition of Unions agrees to partner with the Employer to educate their
37 members on the wellness program and encourage participation. Eligible, enrolled
38 subscribers shall have the option to earn an annual one hundred twenty-five
39 dollars (\$125.00) or more wellness incentive in the form of reduction in deductible
40 or deposit into the Health Savings Account upon successful completion of
41 required Smart Health Program activities. During the term of this Agreement, the
42 Steering Committee created by Executive Order 13-06 shall make
43 recommendations to the PEBB regarding changes to the wellness incentive or
44 the elements of the Smart Health Program.
45
- 46 G. The PEBB Program shall provide information on the Employer Sponsored Insurance
47 Premium Payment Program on its website and in an open enrollment publication
48 annually.
49
- 50 H. Flexible Spending Arrangement

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1. During January 2025 and again in January 2026, the Employer will make available three hundred dollars (\$300) in a 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 H.2 below.
2. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
 - a. Is occupying a position that has an annual full-time equivalent base sixty-eight thousand and four dollars (\$68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 - b. 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.
 - c. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand, eighty-eight (2,088).
 - d. Base salary excludes overtime, shift differential and all other premiums or payments.
- I. An 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 cash in lieu of this benefit.
- J. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an 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.

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
4 AND
5 THE WASHINGTON FEDERATION OF STATE EMPLOYEES POLICE
6 MANAGEMENT
7 MOU: RETENTION INCENTIVE PROGRAM

8 During negotiations for the 2027-2029 successor agreement, the parties reached
9 agreement on the following Retention Incentive Program.

10 A. The Employer will offer all regular Campus Police Lieutenants (job code 18786)
11 and Campus Police Sergeants (job code (18787) a ten-thousand-dollar (\$10,000)
12 total retention bonus prorated by FTE, split between two separate payments as
13 follows:

- 14 1. Five thousand dollars, effective July 1, 2027; and
- 15 2. Five thousand dollars, effective July 1, 2028.

16 B. The payments in A above will be paid within thirty (30) days of their effective
17 dates.

18 C. The retention bonuses will only be available to employees who are in pay status
19 during the pay period of the effective dates. In order to receive the lump sum
20 payment, the employee must also have an active position in Workday on the last
21 day of the pay period in which the lump sum payment is distributed. For example,
22 if the lump sum is paid on 10th of the month, the employee must be in an active
23 position on the last day of the previous month. If the lump sum is paid on 25th of
24 the month, the employee must have an active position on the 15th of the month.

25 D. Normal taxes and withholdings apply.

26 E. This MOU will expire upon implementation of both payments.
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- 1 C. Neither A nor B above are required for employee reported overpayments and/or
- 2 employee corrected time including leave submittal corrections. All employee
- 3 initiated overpayment corrections may be collected from the next available pay
- 4 check.
- 5 D. Appeal Rights: Any dispute concerning the occurrence or amount of the
- 6 overpayment will be resolved through the grievance procedure in Article 6 of this
- 7 Agreement. The Employer will suspend attempts to collect an alleged
- 8 overpayment until the grievance process has concluded.

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