

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF REGENTS

WASHINGTON STATE UNIVERSITY

AND

THE WASHINGTON STATE UNIVERSITY

POLICE GUILD

July 1, 2009 – June 30, 2011



WASHINGTON STATE
 **UNIVERSITY**

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PREAMBLE

This constitutes an agreement between the Board of Regents of Washington State University, hereinafter referred to as the EMPLOYER, and the Washington State University Police Guild, hereinafter referred to as the GUILD.

The provisions of this agreement apply to those classified staff and employees employed at Washington State University in Bargaining Unit 4 as set forth in Article 3.1. The Guild is recognized as the exclusive representative for all those employees working in job classifications listed in Article 3.1. The parties agree that it has been and will be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to promote fair and reasonable working conditions; to promote effective methods for prompt adjustment of differences; to promote efficiency and economy of the University's operations; and to provide meaningful collective negotiations of matters subject to collective bargaining under RCW 41.80.

DEFINITIONS

The following definitions are intended only to provide clarification in the interpretation and/or administration of this Agreement:

Agreement – This collective bargaining agreement between the Guild and the University

BPPM – Business Policies and Procedures Manual

Day(s) – Unless otherwise specified in this Agreement, day(s) shall be calendar day(s)

Domestic partner – A person who is neither married nor related by blood to the employee, is the employee's sole domestic partner, lives together with the employee in the same residence and intends to do so indefinitely, and is responsible with the employee for the other's welfare as defined in WAC 182-12-260(2) or (3).

Employee – An individual employed by the University working in a job classification covered by this Agreement

Family member – Individuals considered to be members of the family are mother, father, sister, brother, mother-in-law, father-in-law, spouse/domestic partner, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee.

Full-time Employees – Employees who are scheduled to work forty (40) hours per

Guild – WSU Police Guild

Guild representative – and Member of the Police Guild Bargaining Unit

PERC – Public Employment Relations Commission

RCW – Revised Code of Washington

Seniority – Continuous, unbroken service within the police department at Washington State University, starting with the most recent date of hire.

University – Washington State University

WAC – Washington Administrative Code

ARTICLE 1 – SCOPE AND INTERPRETATION

1.1 Entire Agreement

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

- A. Except as provided in the Savings Clause, the Employer and the Guild for the duration of the Agreement each voluntarily and unqualifiedly agrees to waive its right to oblige the other party to engage in collective bargaining with respect to any subject whether or not it is specifically referred to or covered in this Agreement.
- B. This Agreement preempts all rules, and subjects addressed in whole or in part by rules adopted or administered by the Washington State Department of Personnel.
- C. University Policy and Regulation
Unless superseded by a specific provision of this Agreement, the University's Policies, Rules, Regulations, and Procedures, as currently written or as amended, will apply to all employees.

1.2 Management Rights

The Guild recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. Except as expressly modified or restricted by a specific provision of this Agreement or of a statute, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer which, in addition to all powers, duties and rights established by constitutional provision, statute, or rule will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of its workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the Employer and of the State during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

1.3 **Revenue/Appropriations**

Should the University request, but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

1.4 **No Strike**

On behalf of employees in the bargaining unit, the Guild and employees agree that they will not participate in, cause, instigate, support or condone any work stoppage, strike, slowdown or other inference with the normal operation of the Employer.

1.5 **Savings Clause**

- A. To the extent that provisions in the Agreement are in conflict with applicable law, the law shall prevail. Should any article, section or portion of the Agreement be held unlawful or invalid by a court or held to be in conflict with applicable law by a court of competent jurisdiction, such decision shall apply only to the specific section, article or portion thereof. The remaining parts or provisions shall remain in full force and effect. The parties agree to negotiate immediately and substitute for the invalidated article, section or portion thereof.
- B. If any Police Department policies or procedures are in conflict with this Agreement, the Agreement shall prevail. Copies of Department Policies and Procedures shall be made available to Officers.

ARTICLE 2 – NON-DISCRIMINATION

- 2.1 Non-Discrimination Policy - State-Federal Law: It is agreed by the Employer and the Guild that the Employer and the Guild are legally obligated to insure non-discrimination in all terms and conditions of employment; and will provide equality of opportunity, consideration and treatment for all employees.
- 2.2 Non-Discrimination Policy - Guild Membership: Neither the Employer nor the Guild shall interfere with the rights of employees covered by this agreement to become or refrain from becoming members of the Guild, and neither shall discriminate against any such employees because of membership or non-membership in any employee organization. This section is not meant to diminish employees' rights to petition for an agency shop in accordance with PERC rules and regulations.

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Safety

- A. The Guild and the Employer agree that no employee should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by the Washington Industrial Safety and Health Act.
- B. When an employee has reason to believe that an unsafe working condition exists, the employee shall immediately report the condition to the Supervisor.
- C. Attendance at the Public Safety Division Safety Committee meeting shall be in compliance with the University safety rules but shall in no case result in overtime.
- D. No member of the bargaining unit shall work in excess of twelve (12) hours per day unless it is an emergency situation as determined by the Police Chief or other command personnel or agreed upon by both parties.
- E. The Employer will comply with the University Blood Borne Pathogen Program as administered by Environmental Health and Safety. The Employer agrees that its program shall, at a minimum, meet standards set by State and Federal laws, and/or administrative codes.
- F. It is understood that safety will be considered when developing departmental policies and procedures.

3.2 Off-Duty Employment

- A. Law enforcement is a career that requires participants to devote their full energies to the work and lifestyle that is found therein. While economic or diversified interests may compel other activities for pay or experience, it is expected that the overriding loyalty of each employee will remain with the Washington State University Police Department. So that each employee is aware of what the Department perceives as proper perspective for relating career endeavors to off-duty work or related activities, the following guidelines have been established.
- B. The Employer will not interfere with the employees in the bargaining unit obtaining off-duty employment or performing volunteer services providing such employment/services shall not:
 - 1. Interfere with the employee's work performance;
 - 2. Extend or place the University's liability in jeopardy;
 - 3. Be a violation of the Washington State Ethics Law;
 - 4. Involve use of University equipment or the official WSU police uniform;
or

5. Creates a potential conflict of interest with department operations.
- A. If an off-duty employment situation is held by a member of this bargaining unit and later found to violate any provision stated in 14.2 above, the employee will be required to terminate such employment/service.
- B. Employees directed to report for work will do so regardless of their off duty employment situation.
- C. Employees shall notify the Chief of any outside employment.

3.3 **Off-Campus Break Facilities**

- A. Lunch and breaks may be taken anywhere within the Pullman city limits.
- B. Officers can purchase food only at those commercial establishments whose primary business is the preparation and or the sale of food; meals at taverns, cocktail lounges, bars, or their functional equivalents are prohibited.
- C. Off campus lunch breaks are subject to the approval of the officer's supervisor, and dispatch is to be notified prior to taking breaks off campus.

3.4 **Liability Protection**

- A. Employees in the bargaining unit are covered by the provisions of the State's Tort Claims Act (Chapter 4.92 RCW). Pursuant to the Tort Claims Act, the State provides legal defense for any employee against whom a claim for damages is made which arises out of the employee's good faith performance of his or her job duties. The final determination of whether an employee meets the criteria for providing defense rests with the Attorney General's Office and the WSU Board of Regents. Any and every judgment obtained in cases in which the Attorney General's Office defends the employee is paid from State funds.

ARTICLE 4 – GUILD RIGHTS AND RESPONSIBILITIES

4.1 Membership

The Employer will inform all new employees hired into a position within the bargaining unit of the Guild's exclusive recognition and shall furnish a copy of the agreement (the cost of which shall be shared equally between the Employer and the Guild). Classifications in the bargaining unit are:

Job Class Title

Campus Police Sergeant

Campus Police Corporal

Campus Police Officer

- A. When the University hires or promotes an employee into a classification represented by the Guild, the University will notify the employee of his or her obligation under an agency shop.
 - B. Employees who choose not to become Guild members must pay to the Guild, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Guild.
 - C. An employee who does not join the Guild based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Guild that are equal to its membership dues, less monthly Guild insurance premiums, if any. These payments will be used for purposes within the program of the Guild that are in harmony with the employee's conscience. Such employees will not be members of the Guild, but are entitled to all of the representational rights of union members.
 - D. The Guild will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.
 - E. The University will notify new employees of the above provisions. If an employee fails to meet these conditions, the Guild will notify the University and inform the employee that his or her employment may be discharged.
 - F. The Guild will indemnify and hold the University harmless from any claim or action brought against the University, including its officers, employees, or agents as a result of compliance by the University with the terms of Article 3.2 A-E, and shall pay all costs, including reasonable attorney fees, judgments, settlements, or penalties awarded against or incurred by the University.
- 4.2 Checkoff: During the term of this Agreement, the Employer shall deduct current Guild dues from the pay of each member of the Guild upon written authorization. Authorization forms will be provided by the Guild. When filed with the Employer, the authorization form will be honored in accordance with its terms. In order to cancel the

payroll deduction, the employee shall file written notice with the Employer and the Guild thirty (30) days prior to the effective date of the cancellation. Deductions will be transmitted monthly to the Guild electronically or by check payable to its order. Upon electronic deposit or issuance and transmission of a check to the Guild, the Employer's responsibility shall cease. The Guild agrees to provide 30 days written notice of any changes in dues. The Employer shall be held harmless by the Guild with respect to any actions it may take to comply with this section, and the Guild shall indemnify and defend the Employer from any claims arising there from.

4.3 Roster: Upon effective date of this Agreement, the Employer will supply to the Guild a roster of employees in the bargaining unit. The list will include names and job classifications. The Employer will provide a list of new hires upon the request of the Guild, but such requests shall be made no more than once a month.

4.4 Bulletin Board: The Employer agrees to provide a three-foot by four-foot bulletin board in the Police Department Building for use by the Guild.

4.5 **Guild Business**

A. One duly authorized Guild Representative may participate in the grievance process as outlined in Article 17 without loss of pay if the grievance process occurs during that Representative's normal working hours. In no event shall any Guild representatives be eligible for or be entitled to overtime for participating in the grievance process. The Employer agrees that subject to Washington State Executive Ethics Board statutes, rules, policies and declaratory rulings, the Guild may have limited use of Employer facilities as long as there is no cost to WSU. Such use shall not interfere in any manner with the Employer's operations.

B. Any person who performs services under the direction or on behalf of the Guild in accordance with this Agreement, or who serves on a Guild committee, shall not be discriminated against because of their Guild activities.

C. One (1) authorized Guild representative may be granted leave without pay for a reasonable period of time for the purpose of attending Guild conferences and meetings, as determined by the Police Chief; provided that the authorized representative's absence will not adversely affect the Employer's operations nor cause the Employer to incur overtime or other additional expenses. Notice of intent to be absent for such purposes shall be given the Employer in sufficient time to enable it to secure someone to perform the employee's duties without incurring overtime. The Guild agrees to assist, upon request, in arranging for a replacement when necessary in order to prevent overtime from occurring.

4.6 **Stewards**

A. Recognition: The Employer recognizes the right of the Guild to designate a maximum of three (3) Guild representatives who shall be members of the bargaining unit and who upon proper designation in accordance with section 10.3 of this Article shall be authorized to take up employee grievances through the grievance procedure of this Agreement. No more than one Guild representative

will be involved in processing an individual grievance. All such representatives shall be able to bargain successor contracts, however, any paid release time for such bargaining must be agreed to by the Employer prior to the start of bargaining.

- B. Guild representative Release Time: A Guild representative who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable time to assist in the resolution of legitimate employee grievances on the Employer's property without loss of pay or recorded work time. Time off for processing grievances shall be granted to a Guild representative by management following a request, but in consideration of job responsibilities. If permission for time off is not granted, the supervisor shall arrange for time off at the earliest possible time thereafter.
- C. Designation of Guild representatives: On a yearly basis, the Guild will submit the names of all Guild representatives to the Employer's Labor Relations Officer and Police Chief. The Guild will notify the Labor Relations Officer and Chief in writing of any changes in Guild representatives as soon as practical after the change is made.

ARTICLE 5 – GUILD-MANAGEMENT RELATIONS

5.1 The purpose of this Article is to establish an orderly procedure for discussion and disposition of matters affecting working conditions of employees covered by this Agreement.

- A. The Employer agrees to notify the Guild and the President of the Guild reasonably in advance of anticipated Employer actions that broadly affect working conditions of employees covered by this Agreement, and a meeting shall be held thereon if requested by the Guild. Reassignments and emergency actions shall be excepted from the advance notice requirements of this provision.
- B. There shall be a Guild-Management Committee consisting of three members designated by the Guild and three members designated by the Vice President for Business & Finance. One of the members designated by the Vice President for Business & Finance shall preside as Chairperson. Appropriate resource persons may be in attendance as required and agreed upon by both parties.
- C. Summary minutes will be taken by a person designated by the Chairperson. Such minutes shall not alter the terms and conditions of this agreement. The minutes shall consist of the topics discussed and the disposition of each. Copies of the minutes shall be reviewed and signed jointly by an Employer designee and member designated by the Guild who participated in the meeting, before such become official and are distributed. Copies of officially approved minutes shall be furnished to each member of the Committee.
- D. The Guild-Management Committee shall meet quarterly or more frequently as mutually agreed. The Committee shall have no bargaining authority; however, matters agreed upon shall be supported by both the Employer and the Guild. Nothing in this Article shall be construed to obligate either party to limit, restrict, or reduce their prerogatives as outlined in this agreement.

It is agreed and understood that the labor management meeting process is designed to facilitate employer/employee cooperation. The parties recognize that discussion of changes will be conducted prior to the implementation of such changes. These discussions should allow full consideration of concerns of both parties. The parties should make a good faith effort to reach agreement on the proposed changes prior to implementation. However, after giving due consideration to the concerns and suggestions of the employees, management should be able to implement changes in training programs, personnel practices or policies as needed without bargaining those changes to impasse.

- E. Employees who are representing the Guild at the Guild-Management Committee meeting shall be in pay status for actual time spent at meetings held during their regularly scheduled shift. Attendance shall in no case result in overtime compensation.

- F. Items for the agenda for the Guild-Management Committee meetings shall be submitted to the designated Police Department personnel not less than five working days prior to the meeting. The agenda may be supplemented by either party and a final agenda shall be furnished to both parties not less than one working day prior to the meeting. The agenda shall consist of issues that are of general concern only and will exclude any individual grievances in process.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.1 Employees of this bargaining unit shall work a scheduled seven (7) day work period. There shall be no less than two officers on duty at any time, including the Assistant Police Chief and the Police Chief, so long as the department makes a good faith effort to find an off-duty officer willing to fill the vacancy, or in situations where an officer is only off duty for a short period of time.
- 6.2 Employee preference shall be considered in determining the work schedule assignments, but operational necessity shall be the overriding factor. Activities such, as but not limited to, special events, training and special assignments may necessitate changes in work schedules and/or work hours.
- 6.3 The work period, allowing consecutive days off, shall be composed of an average forty (40) hours per week. The work schedules shall be either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Inclusive in the eight (8) hour day or ten (10) hour day will be a thirty (30) minute paid lunch and two fifteen (15) minute breaks for all employees. It is understood that employees will respond to service needs during lunch and breaks.
- 6.4 The Employer will establish and maintain a continuous twelve-month work schedule. Any changes to the schedule shall be by mutual agreement between the employee and the Employer: provided, however, that to accommodate operational convenience or necessity, the Employer may change the schedule for one or more employees upon seven (7) days prior written notice. In the event of illness, emergency, or any other unforeseen circumstance, the employee may be required to adjust his or her schedule to complement operational necessity of the Department with less than seven (7) days notice. In the event a unilateral change is made by the Employer because of operational convenience or necessity, the Employer will compensate the employee for extra hours worked in the work-week in which the change is made in accordance with this Agreement.
- 6.5 The rotation of employees assigned to Patrol Section shall occur on the first Friday of September for Fall Semester, the first Friday of January for Spring Semester and the first Friday of May for Summer Semester. Annual rotation shall begin on the first Friday of September. No employee shall be required to work more than five (5) consecutive days during the shift rotation period. The University must allow at least two (2) consecutive days off without charge to the employee's leave banks, unless agreed upon by both parties.
- 6.6 Shifts and individual positions therein, shall be bid upon by the employees according to seniority as defined within this agreement. The schedule shall be maintained and posted by the Patrol Sergeants. Shifts shall be posted two full rotations in advance and will not be changed, except as allowed in 6.2 above.
- 6.7 Shift preference, changes and trading in shift assignment may be granted to any employee who has requested, in writing, special consideration for their circumstances. Written requests shall be approved or disapproved by the Employer. In the event that two

employees wish to trade shifts, both employees must submit written requests for consideration. Approval of such requests shall consider adequate shift coverage in addition to the employees' desires. Patrol employees are expected to work one rotation of each shift every two (2) years.

- 6.8 Employees who wish to enroll in University classes shall have the opportunity to request, in writing, an overlap period, either at the beginning and/or the end of a semester or session as needed, to allow the employee to fully participate in their class(es) and perform their required duties. Consideration or approval of such requests shall insure that:
- A. Shift coverage will not be jeopardized to a level that compromises the safety of others.
 - B. The employee has met the requirements of 6.6.
- 6.9 Any employee who is called back to work once he or she has left the campus and outside of his or her normally scheduled shift shall receive a minimum of two (2) hours of overtime compensation at the rate of time and one-half regardless of the actual time worked. This section shall not apply to an early shift start or to a shift extension. An employee on Standby status called to return to work does not qualify for Callback pay.
- 6.10 For employees covered under this Agreement, the seven-day week shall begin at 2100 hours Thursday and end at 2059 hours the following Thursday.
- 6.11 Employees who work more than an eight (8)-hour day on a 5/8 schedule or a ten (10) hour day on a 4/10 schedule may request the extra hours off during that workweek. Such requests may be approved/disapproved consistent with operating requirements at the sole discretion of the Police Chief.
- 6.12 Overtime. Overtime shall be paid at the rate of one and one half (1 ½) times the employee's regular rate of pay for any time worked in excess of their work shift or forty (40) hours in a work week. Overtime shall be earned at a minimum of two (2) hours pay for each prescheduled outside funding overtime assignment that is cancelled after the officer has arrived at the work location, so long as the University is reimbursed for the two (2) hour minimum. For the purposes of computing overtime, time off in pay status shall be considered as time worked.
- 6.13 Compensatory time shall be earned at a rate of one and one half hours for each hour of work for which overtime compensation is required.

Employees shall be offered the choice of either payment by cash or compensatory time for overtime compensation. However, the Chief may designate overtime assignments as cash only prior to approving or assigning the overtime. Employees will normally be allowed to take off such accrued compensatory time when requested unless the time off would unduly disrupt Department operations as determined by the Police Chief or designee.

Accumulated compensatory time for each employee shall not exceed one hundred twenty (120) hours.

All employees shall deplete all of their accrued compensatory time prior to the end of each biennium, or shall be paid for the unused portion.

Accrued compensatory time may be cashed in at the employees' discretion.

- 6.14 Management shall attempt to distribute pre-scheduled overtime equally and fairly, consistent with operating requirements and in consideration of individual employee desires.
- 6.15 Schedules for rest periods and meal breaks shall be as approved by the Shift Supervisor.
- 6.16 When two (2) or more officers are on duty, a minimum of one officer shall remain on active duty status during rest and meal break periods.
- 6.17 Days off shall be consecutive unless mutually agreed upon by the employee and the employer.
- 6.18 Employees shall be provided a minimum of eight (8) hours off between scheduled shifts and training, unless a shorter time is agreed upon by both parties.
- 6.19 Officers shall receive expense reimbursement on the same basis as other University employees and in accordance with the policies of the Office of Financial Management.
- 6.20 Scheduled Court Assignments. When employees are required to appear in Court during off duty hours as a result of their law enforcement duties for WSU, they shall receive a minimum of two (2) hours pay at the applicable rate unless:
 - A. The Court assignment is contiguous with the officer's regularly scheduled shift, starting or ending. When the Court assignment is contiguous with the officer's regularly scheduled shift, the officer shall receive the applicable rate for all hours of the required Court assignment with no minimum.
 - B. The Court assignment falls during the officer's regularly scheduled shift. When the Court assignment falls during the officer's regularly scheduled shift, the Court assignment shall be considered part of the regular workday.

ARTICLE 7 – JOB PROCESSES

7.1 Probationary Employees

- A. The probationary period shall be utilized to provide an adequate job orientation to include regular discussions of performance as each set of position duties may require.
- B. The Chief will provide each employee a copy of the position description and a copy of the performance evaluation form.
- C. Entry level employment is subject to a probationary period of twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment and promotions are subject to a probationary period of twelve (12) months from the date of appointment. Actual service shall not include time spent away from the department for more than fifteen (15) work days during the period. Termination of a newly hired probationary employee or reversion of an officer during a probationary promotional appointment may be for any reason and is not subject to grievance under Article 17. Probationary periods for individual officers may be extended at the discretion of management. Upon hiring, the Employer may start an employee at a higher step than the minimum.
- D. Probationary Employees shall be provided all necessary uniforms and equipment as soon as practical.

7.2 Performance Evaluation

Objective: The performance evaluation process gives the Chief and other command personnel an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

- A. The Chief and other command personnel are responsible for all aspects of the evaluation. Sergeants will provide written documentation for Performance Evaluations whenever directed to do so by the Chief or other command personnel.
 - 1. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. The Chief and other command personnel in coordination with the immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.
 - 2. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Chief or other command personnel, the employee's signature acknowledging receipt of

the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

3. The evaluation process is not subject to the grievance procedure.

7.3 **Personnel Files**

- A. There shall be only one official personnel file for each employee, which shall be maintained in the Office of Human Resource Services (HRS). The employee and/or his or her representative may examine the employee's personnel file if the employee has so authorized in writing during regular working hours. Such examination shall be done under the supervision of the records custodian.
- B. If any derogatory material is placed in the employee's official personnel file, a copy will be furnished to the employee. The employee will have the right to rebut the material and have that answer attached to the file copy.
- C. The incumbent employee upon request may review personnel files other than the official file.
- D. The Employer shall not permit access to or the release of personnel records or personally identifiable information to non-Employer entities without notification to the employee. Such examinations shall be by request to the Public Record Officer and will only be released as required by law.

ARTICLE 8 – UNIFORMS AND EQUIPMENT

- 8.1 All commissioned officers will be required to wear the official department uniform except when directed otherwise by proper authority.
- 8.2 The Employer shall furnish all required uniforms and oxford-style footwear for commissioned officers as specified by the Employer, and agrees to replace used uniforms as needed. All uniforms will be used only for the work of the Employer and shall remain the property of the Employer, but they shall be properly maintained by the employee provided the approved uniform is of wash and wear variety and not wool or other fabrics requiring dry cleaning. If non-wash and wear uniforms are the approved uniform, the University shall provide dry cleaning. The University shall provide a \$200 footwear reimbursement for each bargaining unit member during this contract term.

8.3 **Approved Uniforms**

The following uniforms are approved for wear on patrol at any time. Officers will be issued one (1) set of Class A and one (1) Winter/Cold Weather uniforms. Officers shall have their choice of wearing any of the Class B uniforms for duty. They will be issued their choice of two (2) Class B uniforms. Officers qualified for bike patrol will receive two (2) sets of the bike uniforms. Midnight Navy shall be the color of all 5.11 uniforms. Uniforms shall be replaced by the employer as needed.

Class A:

5.11 Class B long sleeve shirt w/metal badge, metal name plate, and collar brass
5.11 Class B pant
Tie w/tie bar

Winter/Cold Weather:

Winter weight jumpsuit

Class B (Everyday Uniform):

- #1 5.11 TDU long or short sleeve shirt w/sewn on badge and name plate
5.11 TDU pant
- #2 5.11 TDU short sleeve shirt w/sewn on badge and name plate
5.11 Tactical nylon shorts
- #3 5.11 Class B long/short sleeve shirt w/sewn on badge and name plate
5.11 Class B pant
- #4 Summer/light weight jumpsuit

Bike Patrol (For Those Assigned to Bike Patrol):

Bicycle uniform consisting of pants/shorts and shirt

SWAT (For Those Assigned to SWAT):

SWAT uniform

- 8.4 Each police department employee of this bargaining unit shall be supplied with a minimum of the following uniform pieces:

One 5.11 5 IN 1 Jacket
One dress hat
One raincoat
One WSU embroidered baseball hat
One WSU embroidered stocking cap

- 8.5 Each police department employee of this bargaining unit shall be supplied with a minimum of the following department issued equipment. All equipment shall be used only for the work of the Employer and shall remain the property of the Employer, but shall be properly maintained by the employee:

EMS glove holders
Business cards
Firearm and three magazines
ASP/Tactical baton
Chemical deterrent (OC/pepper spray)
One portable radio and mike
One pair handcuffs
One radio holder
One flashlight holder
One duty/belt/under belt/keepers
All belt accessories to hold the above equipment
Protective vest
One key holder
One Otto-fitted earpiece
One rechargeable flashlight
One plain clothes handcuff and magazine holster
One plain clothes gun holster
One rifle for Patrol Officers only and two magazines
One rifle magazine holder
One Taser holster
One digital recorder
Two badges

For Bicycle Officers:

Eye protection (reimbursed up to a limit of \$100.00)
ANSI rated helmet
Bicycle gloves

- 8.6 Officers having any item of clothing damaged or stolen on duty will have the item cleaned, repaired or replaced at the Employer's expense on approval of the Chief of

Police as reasonable and necessary. Employees who have had uniforms or clothing contaminated by bodily fluids during the course of duty may have the uniform cleaned at the Employer's expense. Personal property items authorized for use on the job by the Employer that are damaged while being used on duty will be repaired or replaced at the Employer's expense subject to prior approval by the Police Chief. Employees shall be held accountable for all uniforms, weapons and leather/nylon gear which are issued to the employees by the Employer. Items issued by the Employer which become worn out, lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence, shall be replaced by the Employer.

- 8.7 The Employer shall furnish specialized equipment as determined by the Employer. The Employer shall repair or replace items of departmental equipment rendered unserviceable in the conduct of duty.
- 8.8 Policies and procedures regarding uniform and adherence to standards for uniforms are set forth in the Departmental Policies.
- 8.9 The Employer will provide the following accessory items: color brass, name plate, shoulder patches, sleeve stripes, shooter badges, uniform badges, hat badges, and ammunition. All accessory items shall remain the property of the Employer but shall be properly maintained by the employee.
- 8.10 Pistols issued to commissioned officers provided by the Employer will be inspected by a certified factory authorized Glock Armor at least every year and replaced as determined by this authorized Glock Armor.
- 8.11 Ammunition will be furnished by the Employer and will be replaced at a minimum of once per year.
- 8.12 Input into the style and uniform specifications shall be sought from the Guild but the Employer reserves the right to make the final decision.

ARTICLE 9 – TRAINING

- 9.1 The Employer and the Guild recognize the importance of training programs in the development of the employees in the bargaining unit.
- 9.2 The Employer will make every reasonable effort to continue existing training programs and to develop new programs. Employees will be encouraged to participate in and provide training.
- 9.3 The Guild-Management Committee shall meet to discuss training standards for all employees within the bargaining unit. If the Committee is not able to reach agreement with the employer regarding a training schedule within one year from the effective date of the agreement, the contract shall be opened by notice for discussion of this article and this article only.
- 9.4 Special arrangements as determined by the Employer will be made for swing and graveyard employees to attend schools. Adjusted travel days may be provided as determined by the Employer so as to avoid the loss of normal days off which fall within the scheduled training or travel to and from so long as this adjustment does not interfere with work productivity and efficiency.
- 9.5 The Employer shall provide the following types of training opportunities for patrol officers within three (3) years from the date of successful completion of each officer's field training:

- Interview School (Reed or Similar)
- Basic Collision Investigation
- Riot School
- Street Officer Drug or similar course

The Employer has the right to determine whether such training may be provided by way of internal training within the department without outside assistance and without the need to incur travel and lodging expenses.

ARTICLE 10 – DISCIPLINE PROCEDURES

- 10.1 Discipline imposed by the Employer against any employee shall be for just cause
- 10.2 If the Employer determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of his or her rights of notice, representation, and grievance rights as set forth in this Agreement.
- 10.3 Disciplinary action shall include only the following:
- A. Suspension without pay
 - B. Reduction in salary
 - C. Demotion
 - D. Dismissal
- 10.4 Prior to the imposition of any disciplinary action, the employee shall be notified in writing of the alleged violation and the action being contemplated by the Employer. The employee will be given reasonable opportunity to respond and may be represented.
- 10.5 The Employer may place an employee on paid assignment as outlined in 10.11.Q pending the final decision as to the appropriate discipline resulting from the pre-disciplinary meeting.
- 10.6 Corrective action shall include only the following:
- Oral admonishment
 - Written reprimand
- 10.7 Corrective action is not grievable beyond Step 3 in the grievance procedure.
- 10.8 Disciplinary action must be taken by an appointing authority. Supervisors and above may impose corrective action.
- 10.9 The employee and the Guild representative with the employee's authorization shall have the right to inspect the full contents of his or her personnel file. No corrective or disciplinary documentation may be placed in the personnel file without the employee having first been notified of said complaint and given a copy. An employee shall have the opportunity to present a written rebuttal to be inserted in his or her personnel file. Disciplinary material shall be removed from the personnel file upon mutual agreement between the employee and the supervisor. The employee shall be required to sign the corrective action or disciplinary action acknowledging that he/she has read the contents of the document.
- A. Written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.
- B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:
1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.

If there is a new incident resulting in discipline within the applicable retention period, the documentation shall not be removed from the employee's personnel file until the expiration of an additional like period.

The University has the right to retain corrective action and disciplinary action documentation in the personnel file and ancillary files should the action(s) in question be deemed as egregious in nature; a violation of state or federal law, or for other such good reason.

10.10 Introduction: As officers are entrusted and charged with the responsibility and duty to protect and serve society, it is essential that they command the respect of those whom they seek to protect. This public trust requires that officers demonstrate the highest degree of character and integrity. It is with this heavy obligation to those served, coupled with the need to protect the rights and preserve the dignity to individual officers, including the need to protect them from spurious allegations, that this section is formulated. The Employer and the Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

10.11 Rights of employees under investigation: When an officer is under an administrative investigation that could lead to disciplinary action:

- A. The interview of any peace officer shall be at a reasonable hour, preferably at a time when the officer is on duty. If this is not possible, then during the normal waking hours of the employee.
- B. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. If the interview is of extended duration, (i.e. beyond 2 hours in length), reasonable breaks will be afforded the peace officer being interviewed.

- C. The officer under investigation shall be informed prior to such interview of the name and assignment of the person in charge of the investigation, the interviewing person(s), and all persons to be present during the interview.
- D. The officer under investigation shall be informed of the nature of the investigation prior to any interview including the specific nature of the charges against him or her.
- E. The officer being investigated shall not be subject to verbal abuse. No promise of reward shall be made as an inducement to answer any question.
- F. Either the Department or the officer may request that a tape recording be made of the interview. Neither party will tape record the interview without obtaining the consent of the other party, nor shall either party attempt to secrete a tape recorder. If a tape is made the Officer being interviewed is entitled to, at his or her request, a true copy of the tape. If requested, a verbatim transcript from the tape shall be provided at the officer's expense.
- G. All interviews shall be limited in scope to the activities, circumstances, or events, which pertain to the employee's conduct or acts, which may form the basis for disciplinary action.
- H. The officer under investigation shall be informed of the conclusions reached as a result of the investigation and of his or her rights of appeal under this Agreement.
- I. The employer agrees to provide the employee the entire contents of the employee's investigation file prior to the imposition of any personnel action, which could result in dismissal, demotion, suspension without pay or a reduction in pay. Upon written authorization from the employee, the Employer will provide the Guild a copy of the file.
- J. No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or administrative proceeding, to the effect that the employee refused to take such examination.
- K. Exercise of Rights: Officers shall not be discharged, disciplined, demoted, transferred, reassigned, or discriminated against with regards to employment, nor threatened with such action as a result of exercising any of the rights granted under this process or any existing administrative grievance procedure.
- L. The officer shall have the right to be accompanied and represented by a Guild member and/or legal counsel and shall be afforded a reasonable amount of time, normally not to exceed twenty-four (24) hours, to consult prior to an interview(s), meeting(s), conference(s), or discussion(s) that the employee reasonably feels

may result in discipline. The representative will not disrupt the interview, meeting, conference, or discussion, or prevent the investigator or management representative from obtaining the employee's truthful statements.

- M. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.
- N. No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts, or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators, unless such information is relevant to the investigation, and in the case of a criminal investigation is obtained through proper legal procedure.
- O. No police officer shall have his or her personal property searched without his or her consent unless pursuant to state law and with proper procedure. All university provided lockers, desks, etc., are available for search and seizure.
- P. Bargaining unit members have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.
- Q. The Employer, at its discretion, may place bargaining unit members on paid administrative assignment during disciplinary investigations. Bargaining unit members on such paid leave shall remain available during their normal hours of work for assignments and may not engage in any other work for compensation during such hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.1 Definitions: A grievance shall be defined as an alleged violation of a specific term or terms of this agreement or a misapplication, or a dispute regarding interpretation of the same. If the grievant submits the subject matter of his or her grievance to another body with jurisdiction for resolution, the grievance shall be considered withdrawn.

A grievant is defined as a member of the bargaining unit covered by this Agreement who alleges a grievance, or the Guild alleging a grievance under the terms and conditions of this Agreement as defined above.

- 11.2 The parties to this Agreement agree to use their best efforts in their attempts to settle grievances at the lowest possible level. Use of the grievance procedure shall be encouraged to obtain prompt settlement of disputes at the lowest possible level. To this end, there shall be no harassment of, or retaliation against, grievants or witnesses testifying at grievance hearings.
- 11.3 Failure by the grievant to comply with time limitations shall constitute withdrawal of the grievance. Failure by the employer to comply with the time limitations shall constitute the right of the grievant to proceed to the next step of the grievance procedure. For purposes of calculating time restrictions, the day immediately following the day a grievance is received or the day immediately following the day a written grievance response is received shall be considered the first day. If a written grievance response is sent via certified mail, the first day shall be considered the day following the date postmarked on the certified mail receipt. Time limits as expressed in this Article may be extended by mutual written agreement. Such extension may be effected by mail or by mutual exchanged faxes or e-mails. In the event that an employee is working a shift other than day shift, and a grievance meeting cannot be scheduled during the beginning or end of his or her shift, the employee shall be consulted as to the time of the hearing so as to not interfere with the employee's normal sleeping patterns. In any event, overtime shall not be required for any participation by bargaining unit employees in the grievance process
- 11.4 Step One: Within 30 days of the situation causing the grievance or within 30 days of when the employee should reasonably have been aware of the situation causing the grievance, the employee and/or the steward or Guild representative shall contact the employee's immediate supervisor to set a meeting to attempt to resolve the dispute. This meeting shall occur within 10 days of the supervisor's notification of the need for a meeting. The supervisor will respond within ten (10) days of the meeting. Step One shall not be available in those instances in which disciplinary action has been taken by an appointing authority. In such instances, the grievance procedure shall begin at Step Two.
- 11.5 Step Two: If a satisfactory settlement is not reached in Step One, the grievant or steward shall reduce the grievance to writing on the Guild's grievance form and submit it to the Police Chief or designee for resolution within ten (10) days. The written grievance must contain specifics of the nature of the grievance including proposed resolution and the specific portions of the agreement, violated. Within 10 days the Police Chief, or

designee, the steward and grievant shall meet to further attempt to resolve the dispute. The Police Chief, or designee, shall issue a written answer to the grievance within 10 days of the meeting.

- 11.6 Step Three: If a satisfactory settlement is not reached in Step Two, the Guild shall submit the grievance in writing along with the Step One and Step, Two written responses to the Vice President for Business & Finance or designee within ten (10) days. The Vice President for Business & Finance, or designee, shall review the matter and respond within ten (10) days to the grievant.
- 11.7 Step Four-Mediation: Should the Step 3 response be unacceptable, the grievant's Guild representative may submit a written request to the Public Employment Relations Commission (PERC) for mediation. The written request for mediation shall be postmarked within ten (10) days of receipt of the Step 3 written response. A copy of the written request for mediation shall also be delivered to the Employer's Labor Relations Officer within the same time period. If the PERC Mediator declares an impasse, the grievant's Guild representative may request arbitration. Either party may elect to waive mediation at any time and proceed to arbitration in accordance with Article 11.8
- 11.8 Step Five - Arbitration: If the Guild and the Employer waive mediation in writing, or if the PERC Mediator declares impasse, the grievant's Guild representative may request arbitration the grievant's Guild representative may submit a written request to the Public Employment Relations Commission (PERC) for arbitration. The written request for arbitration shall be postmarked within twenty-one (21) days of the date of the written waiver or impasse letter. The arbitrator shall be appointed from a PERC Dispute Resolution Panel list, limited to nine Washington and Oregon arbitrators. The arbitrator shall be selected with each party alternately striking names until one remains. The arbitrator shall confine himself/herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s) not so submitted nor shall the arbitrator have any authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Guild, and the Employer. The arbitrator's decision shall be in writing and provided to the Employer and the Guild.

In the event one party substantially prevails in the arbitration, the non-prevailing party shall bear the total cost and expense of the arbitrator. If neither party substantially prevails, the total cost and expense of the arbitrator shall be borne equally by the Parties. Irrespective of the arbitrator's decision, each Party, shall bear its own costs and expenses of preparing and presenting their own case including all legal/attorney fees. The grievant, the Guild representative, and their witness(es) shall not be paid by the Employer for preparation for, travel to or from or participation in the arbitration hearings, but may use leave for such activities. Leave need not be taken for the actual time in hearing when the hearing is held during the employees normal work shift. Under no circumstances shall a grievant, Guild representative, or their witnesses be entitled to overtime compensation for attendance at a hearing.

The cost (if any) of the arbitration hearing room and/or a court reporter shall be shared equally by the parties. Each party is responsible for ordering and paying for their own copy of a transcript.

11.9 As used in this article, “day” shall mean calendar day.

ARTICLE 12 – DEPARTMENT POLICIES AND PROCEDURES

New police policies or procedures, or revisions to existing policies or procedures, may not be implemented until after the Police Chief has reviewed and authorized their implementation. Policies will become effective five (5) days from the date of the Police Chief signature (on an original copy), and will be maintained in the administrative files of the department.

The Police Chief shall provide notice to the Guild of all proposed policy modifications. The Chief shall provide adequate time for input by the Guild and shall consider such input prior to adoption and implementation of the modifications.

Interim Policies

1. Interim police policies are defined as any written policy approved and signed by the Police Chief that requires or restricts any action or behavior, which, if not adhered to, could potentially subject the member to disciplinary action.
2. The use of interim policies is recognized as a necessary “stopgap” measure for management to control the business of the department.
3. Interim policies will be valid for thirty (30) days after the date of issue. After the thirty (30) days has expired, the interim policy shall become null and void unless it is published and included as part of Police Department Policy Manual.

The time lines above may be modified by mutual written agreement of the parties.

ARTICLE 13 – WAGES AND INCENTIVES

13.1 The Employer shall on September 1, 2009, implement the wages for bargaining unit members as indicated below:

<u>Title</u>	<u>Range</u>
Campus Police Officer	53
Campus Police Corporal	55
Campus Police Sergeant	58

13.2 Wage Scales

- A. Effective September 1, 2009, the parties agree that each employee will remain at the 2008-09 Salary Schedule as shown in Appendices A: WAGE SCALES.
- B. On an employee’s periodic increment date he/she will receive a two (2) step increase within the assigned salary range until such time as he/she reaches the step K. Once an employee reaches step K he/she will move from step K to L after one (1) year at the prior step.
- C. For an employee who serves as a Field Training Officer (FTO), the employee will receive additional compensation of 3% of his or her monthly salary for the period assigned as an FTO.***
- D. Shift Differential:
 - 1. Effective July 1, 2009, when the University assigns an employee to a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM, there will be an additional \$.65/hour paid for all hours worked.
 - 2. Effective July 1, 2010, when the University assigns an employee to a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM, there will be an additional \$.65/hour paid for all hours worked.

13.3 Stand-By Pay

- A. A bargaining unit employee who is directed by the Chief or other command personnel, to restrict off-duty activities to be immediately available for duty will receive compensation in accordance with this Article for the entire time they are required to perform standby duties.
- B. Employees will be assigned standby as determined by the Chief or other command personnel.
- C. With approval of the Chief or other command personnel employees assigned to standby status may be relieved for any portion of the assignment if a replacement

is available. The person providing relief is responsible for meeting all standby obligations.

13.4 **Officer-In-Charge**

- A. It is recognized that some employees covered under this Agreement shall perform the duties of a supervisor. Nothing in this Agreement shall in any way interfere with carrying out their supervisory duties.

In the absence of the Corporal or Sergeant, the most senior officer shall normally be the designated officer in charge and shall act as a first-line supervisor.

- B. A campus police officer who is designated to act as Officer In Charge in the absence of a sergeant or corporal for two (2) or more hours during his or her shift shall be paid an additional five percent (5%) for each hour worked in that capacity during that shift.

13.5 **Educational Benefits**

- A. The Employer and the Guild recognize the importance of continuing education in the professional development of the employees in the bargaining unit.
- B. Employees in the bargaining unit may be granted time off from work without loss of pay for work-related classes as determined by the Police Chief. For non-work-related classes, the employee may request and the Chief may grant time off during the employee's regular work period.
- C. It is understood that attendance at work-related and non-work-related classes during the employee's regular work period is contingent upon sufficient staffing levels at Sergeant or Shift Supervisor and below. Such training may be canceled in the event of operational necessity. It is also understood that employees will be in uniform of the day and be available by radio in the event of recall or if the training is cancelled. Use of the patrol vehicle for transportation to and from classes shall be determined by the shift supervisor.
- D. Employees attending non-work-related classes during their regular work period shall be on non-pay status. Time may be made up with accumulated leave time or as prearranged by his or her supervisor.

ARTICLE 14 - HOLIDAYS

14.1 Holiday Bank

- A. Each officer shall be afforded ten (10) floating holidays per year. As used in this Article, the year will be from July 1 through June 30. The officer may use the floating holidays with the Chief's permission, or bank them and be paid-out one (1) time per year. Payment for holidays shall be included in the June 16-30 payroll and paid on the first payroll in July. Employees working a 4/10 work schedule who are hired or who terminate during the year shall receive pro-rata pay equal to 8.3 hours per full month of employment. Employees working a 5/8 work schedule who are hired or who terminate during the year shall receive pro-rata pay equal to 6.7 hours per full month of employment.
- B. Holidays as listed for the University shall be treated as regular days of work or rest and shall not result in additional compensation whether worked or not. There will be staffing of two (2) officers per shift on University Holidays unless more are designated by the Chief.
- C. In no case shall the number of holidays taken and the number of holidays paid exceed ten (10) days per year, unless as otherwise provided in this Article. Any employee working a 4/10 work schedule who uses in excess of 8.3 hours per month of holiday time would be required to reimburse the University an amount equal to the employee's hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination. Any employee working a 5/8 work schedule who uses in excess of 6.7 hours per month of holiday time would be required to reimburse the University an amount equal to the employee's hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination.

14.2 Personal Holidays

An employee may select one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be continuously employed by the University for more than four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday provided:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and

2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday within the last two months of the calendar year and the request has been denied.
 - D. The Employer may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.
 - E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
 - F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
 - G. Part or all of a personal holiday may be donated as shared leave. Any portion of a personal holiday that remains will be taken by the employee in one absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.

ARTICLE 15 - LEAVE

15.1 Vacation Leave

A. Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

B. Vacation Leave Credits:

After six (6) months of continuous employment with the University, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Employees cannot use or be compensated for leave accrued during the first six (6) months of employment.

C. Vacation Leave Accrual:

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

1. The employee must be employed for fifteen (15) calendar days or more during the month.
2. Any leave without pay taken during the month will not be counted toward the qualifying fifteen (15) calendar days.
3. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
4. Vacation leave accrual for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

D. Vacation Leave Accrual Rate Schedule:

Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)

During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)

E. Family Care:

Employees may use vacation leave for care of family members as required by the Family Care Act, RCW 49.12, WAC 296-130.

F. Vacation Cancellation:

Should the Employer be required to cancel scheduled vacation leave because of an emergency, affected employees may select new vacation leave from available dates.

G. Vacation Leave Maximum:

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

1. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may grant an exception to the maximum. If the agency grants an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.
2. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

H. Separation:

Any employee, who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

15.2 **Sick Leave**

The University will administer and provide sick leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Article.

A. Sick Leave Accrual:

1. Full-time employees will accrue eight (8) hours of sick leave per month, if the employee is on an eight (8) hour shift. Employees will accrue ten (10) hours of sick leave per month if the employee is on a ten (10) hour shift.

B. Sick Leave Use:

Sick leave will be charged in 1/10th of an hour increments and may be used for the following reasons:

1. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
2. Care of family members as required by the Family Care Act, RCW 49.12, WAC 296-130, including care of a family member for illness, injury, and medical or dental appointments.
3. A death of any relative that requires the employee's absence from work. Sick leave used for bereavement is limited to five (5) days per occurrence. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.
4. Qualified Absence under the Family Medical Leave Act.
5. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others. The supervisor may require a written medical certificate.

C. Use of Compensatory Time or Vacation Leave for Sick Leave Purposes:

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes.

D. Restoration of Vacation Leave:

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

E. Sick Leave Reporting and Verification:

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. If the employer suspects abuse, the Employer may require a written medical certificate for that sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

F. Sick Leave Annual Cash Out:

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

1. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
2. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
3. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

G. Sick Leave Separation Cash Out:

At the time of retirement as defined by the Department of Retirement Systems regulations and/or state laws relating to retirement, from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

H. Reemployment:

Former University employees who are re-employed within three (3) years of leaving state service will be granted all unused sick leave credits they had at separation.

15.3 **Shared Leave**

The University will administer and provide shared leave for all employees covered by this Agreement on the same basis as the program is provided for all other University employees, except as otherwise provided for in this Article.

A. Eligibility:

1. An employee may receive shared leave if he/she is likely to take leave without pay (LWOP) or terminate employment due to an extraordinary or severe illness, injury, impairment, or physical or mental condition which causes the employee to be unable to work.
2. Any illness, injury, or impairment which has caused or will likely cause hospitalization or alternative extended treatment or care is considered serious enough to qualify the employee for shared leave.
3. An employee who is likely to take LWOP or terminate employment because he or she has a relative or household member suffering from such a condition may apply to receive shared leave.
4. An employee who has been called to serve in the uniform services.

B. Ineligible:

1. An employee who does not accrue sick leave.
2. An employee for whom time loss compensation from the State Department of Labor and Industries has been allowed.

C. Use of Other Leave:

An employee must use all accrued sick leave and annual leave before being eligible to use shared leave. An employee is not required to completely deplete their accrued leave balances to apply for shared leave. An employee requesting shared leave due to being called to serve in the armed services need only deplete their annual leave and paid military leave before taking shared leave.

D. Maximum Hours Received:

An employee may receive up to 90 days (522 hours) per event, with a total of 261 days (2088 hours) of shared leave over his or her entire career of state employment.

E. Approval Procedure:

1. To request approval to receive shared leave hours, an employee or their representative must submit the following documentation to Human Resource Services:
 - a. Application to Receive Shared Leave, and
 - b. Physician's statement from the employee's physician or relative's or household member's physician or, in the case of the uniformed services, their military orders, and
 - c. Photocopy of the employee's latest Time/Leave Report
2. If the employee is incapacitated or is unavailable due to a call to service in the uniformed services, the employee's representative may complete and submit the documentation.

F. Donating Leave:

1. An employee who accrues annual leave and/or sick leave and/or personal holidays may donate a minimum of one hour to an approved shared leave recipient.
2. All donations of leave must be to a specific person.
3. The donor completes and submits a Donation of Shared Leave Hours form.
4. The donor also submits a copy of their most recent Time/Leave Report.
5. Employees voluntarily elect to donate leave and do so with the understanding that donated leave will not be returned, except for any portion not used by the recipient under Section 15.3.L of this Article.

G. Donating Annual Leave:

1. The donor must retain an annual leave balance of at least 80 hours at the time the donation is processed.
2. An employee may not donate annual leave hours that would otherwise be lost on the next anniversary date.
3. Minimum annual leave balances are pro-rated for employees working less than full time based upon the percent of the FTE.

H. Donating Sick Leave:

The donor employee must retain a minimum of one hundred seventy-six (176) hours of sick leave after the transfer.

I. Donating Personal Holiday:

An employee may donate an accrued personal holiday in full or in part. (Personal holiday hours must be donated as full hours only; partial-hour donations are not permitted.)

J. Return to Work:

Shared leave may be used in accordance with a doctor's statement outlining a return to work program. Shared leave may be used until exhausted or the employee returns to a full time work schedule whichever occurs first.

K. Shared Leave Administration:

1. Employees using shared leave will be considered in active pay status and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using annual leave or sick leave.
2. The receiving employee will be paid his or her regular rate of pay; therefore, the value of one hour of donated shared leave may cover more or less than one hour of the recipient's salary.
3. The University will respect an employee's right to privacy. However, upon approval for shared leave, and if the employee so requests, the University will inform the University community of the employee's eligibility for shared leave.
4. Human Resource Services will notify the requesting employee in writing of the decision to approve or deny shared leave including the process for appeal. If an employee disagrees with the decision, that employee may appeal the decision to the Director of Human Resource Services.

L. Return of Unused Shared Leave:

1. Any shared leave not used by the recipient will be returned to the donor(s).
2. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

15.4 **Military Leave**

- A. An employee who is a member of the National Guard, or reserve component of the Armed Forces of the United States is entitled to paid leave not to exceed twenty-one (21) work days in any training year for active duty training. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits.

15.5 Miscellaneous Leave

- A. Employees may be released from duty without loss in pay:
1. To receive assessment from the Employee Assistance Program (EAP)
 2. WSU Exams or interviews
 3. For life-giving procedures, when approved in advance.

B. Jury Duty:

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury duty summons. If selected to be on a jury, employee-requested schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

C. Bereavement Leave:

1. An employee is entitled to three (3) days of paid bereavement leave if his or her family member or household member dies. An employee may request less than three (3) days of bereavement leave.
2. The Employer may require verification of the family member's or household member's death.
3. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, his or her personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
4. For purposes of this sub-article a family member is defined as parent, sister, brother, parent-in-law, spouse, grandparent, grandchild, and child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

D. Life-Giving Procedures:

When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an

accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. The Employer may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

15.6 **Leave Without Pay**

A. Leave without pay will be granted for the following reasons:

1. Family and medical leave
2. Compensable work-related injury or illness leave
3. Military leave of absence as required by law

B. Leave without pay may be granted at the sole discretion of the Employer for the following reasons:

1. Education leave
2. Child and elder care emergencies
3. Government service in the public interest
4. Conditions applicable for leave with pay
5. Voluntary leave to reduce the effect of the Employer's reduction in force
6. Injury or illness which prevents the employee from returning within the FMLA time periods
7. Leave authorized as a part of a plan to accommodate a person with a disability
8. As otherwise provided for in this Agreement

C. **Returning Employee Rights**

Employees returning from authorized leave without pay may be employed in the same position or if the leave is for more than three months, in another position in the same job classification as determined by the Chief, provided there is an open position available. If there is no open position available, the layoff provisions of this Agreement shall apply.

D. **Military Leave**

In addition to the twenty one (21) work days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal

law. In addition to the twenty one (21) work days, employees called to active military duty will continue to accrue seniority within the state system.

E. **Benefit Supplement**

Employees may be allowed to utilize accrued sick leave or vacation leave to provide for an extension of Health & Welfare benefits for up to one(1) year when on leave without pay due to an illness or injury.

15.7 **Light Duty**

The Employer may require employees receiving workers compensation time-loss payments to work light duty, consistent with RCW 41.04.520 or as amended and other applicable laws. If an employee is unable to perform this light duty assignment by reason of an illness or injury unrelated to the duty disability injury or condition, the employee may use acquired sick leave.

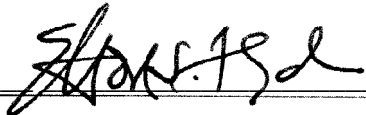
ARTICLE 16 – DURATION

- 16.1 This Agreement shall be effective on July 1, 2009, and shall remain in full force and effect until June 30, 2011.
- 16.2 During the life of the Agreement, portions, Articles, or sections of this Agreement may be opened by mutual consent of the Guild and the Employer without affecting any other portion, Article, or section of this Agreement. In the event the parties fail to agree on new language, the existing language prevails.
- This section does not apply in those instances where existing language was found unlawful and the parties were required to re-negotiate new language as a substitute for the invalidated Articles, section or portion thereof.
- 16.3 All terms of the Agreement shall remain in full force and effect during subsequent periods of negotiation, subject to the requirements of RCW 41.80.
- 16.4 Bargaining shall commence for a successor agreement under RCW 41.80 no later than June 01, 2010.

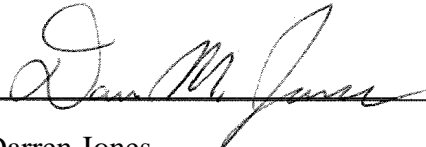
Signatures

Executed on this day of _____ 9/30/08 _____ for and on behalf of:

Date

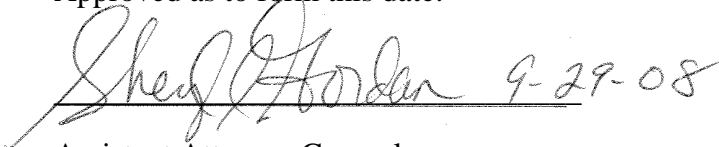
By 

Elson S. Floyd, Ph.D., President
Washington State University

By 

Darren Jones,
President, Police Guild

Approved as to form this date:

 9-29-08

Assistant Attorney General

State of Washington

APPENDIX A

Wage scale for 2008-2009

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	
<u>53</u>	\$44,145	\$45,285	\$46,412	\$47,606	\$48,786	\$49,994	\$51,214	\$52,529	\$53,830	\$55,198	\$56,553	\$57,967	<u>Annual**</u>
	\$3,679	\$3,774	\$3,868	\$3,967	\$4,066	\$4,166	\$4,268	\$4,377	\$4,486	\$4,600	\$4,713	\$4,831	<u>Monthly**</u>
	\$21.14	\$21.69	\$22.23	\$22.80	\$23.37	\$23.94	\$24.53	\$25.16	\$25.78	\$26.44	\$27.08	\$27.32	<u>Hourly**</u>
	\$110	\$113	\$116	\$119	\$122	\$125	\$128	\$131	\$135	\$138	\$141	\$145	<u>FTO***</u>
<u>55</u>	\$46,412	\$47,606	\$48,786	\$49,994	\$51,214	\$52,529	\$53,830	\$55,198	\$56,553	\$57,975	\$59,397	\$60,882	<u>Annual**</u>
	\$3,868	\$3,967	\$4,066	\$4,166	\$4,268	\$4,377	\$4,486	\$4,600	\$4,713	\$4,831	\$4,950	\$5,073	<u>Monthly**</u>
	\$22.23	\$22.80	\$23.37	\$23.94	\$24.53	\$25.16	\$25.78	\$26.44	\$27.08	\$27.77	\$28.45	\$29.16	<u>Hourly**</u>
	\$116	\$119	\$122	\$125	\$128	\$131	\$135	\$138	\$141	\$145	\$148	\$152	<u>FTO***</u>
<u>58</u>	\$49,994	\$51,214	\$52,529	\$53,830	\$55,198	\$56,553	\$57,975	\$59,397	\$60,899	\$62,415	\$63,998	\$65,598	<u>Annual**</u>
	\$4,166	\$4,268	\$4,377	\$4,486	\$4,600	\$4,713	\$4,831	\$4,950	\$5,075	\$5,201	\$5,333	\$5,466	<u>Monthly**</u>
	\$23.94	\$24.53	\$25.16	\$25.78	\$26.44	\$27.08	\$27.77	\$28.45	\$29.17	\$29.89	\$30.65	\$31.42	<u>Hourly**</u>
	\$125	\$128	\$131	\$135	\$138	\$141	\$145	\$148	\$152	\$156	\$160	\$164	<u>FTO***</u>

MEMORANDUM OF UNDERSTANDING

By and Between

Washington State University

And

Washington State University Police Guild

This Memorandum of Understanding (MOU) by and between the Washington State University (the “Employer”), and Washington State University Police Guild (the “Guild”) , clarifies and resolves any and all matters relating to issues concerning the Parties 2009-2011 Collective Bargaining Agreement (CBA). The Employer and the Guild stipulate and agree to the following:

1. **Financial Infeasibility.** The Director of the Office of Financial Management determined in December, 2008 that the salary increases and compensation matters of the state employees for the 2009-2011 biennium were not financially feasible. As a result of the determination the Governor did not include the additional economic items in the Governor’s proposed 2009-2011 biennial budget.
2. **Modifications to 2009-2011 Master Agreement.**
 - a. **Tentative agreements reached during bargaining.** Except as specifically noted in this MOU, all tentative agreements (TA’s) previously agreed to by the parties during bargaining, prior to October 1, 2008, for the 2009-2011 collective bargaining agreement shall be accepted as is. A list of said tentative agreements are attached hereto as Attachment 1 and incorporated herein by reference.
 - b. **Tentative agreements affected by the financial feasibility determination.** The articles and appendices listed below are affected by the financial feasibility determination outlined in 1 above and the parties agree to the attached modified articles and appendices. They are attached as Attachments 2, 3, and 4.
 - i. Article 13: Wages and Incentives
 - ii. APPENDIX A Wage Scale for 2009-2011
 - iii. MOU: Step M
 - iv. Article 15.D: Additional Annual Leave accrual at year 17
3. **Health Care.** The parties agree and acknowledge that health care contributions rates cannot be negotiated or agreed to separate from or outside of bargaining with the super coalition, per RCW 41.80, and therefore this MOU does not resolve or address health

care contribution rates for 2009-2011 biennium. In recognition that health care contributions for 2009-2011 may be addressed in future negotiations between the State and the super coalition, the parties further agree that whatever agreement is negotiated between the State and the super coalition for 2009-2011 shall be incorporated into the 2009-2011 CBA between the Employer and the Guild as Appendix B.

4. **2009-2011 Master Agreement.** The parties agree to publish and abide by a master agreement, which shall consist of those articles in Attachment 1 which are not modified by 2(b) above and the articles and appendices in Attachments 2 – 4 with the accepted changes, and the health care article as referenced in 3 above.
5. **Future Negotiations.** The parties agree that there is no expectation that the compensation figure tentatively agreed to in the pre-October 1 negotiations carry forward and agree they do not determine the starting point for any further negotiations.
6. **No Precedent.** This MOU is not precedent setting and does not establish a practice with regard to the interpretation and application of RCW 41.80.

For Washington State University

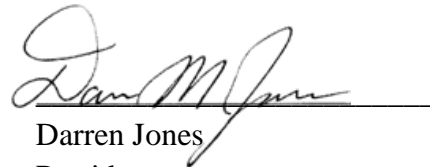


Richard A. Heath
Senior Associate Vice President
Washington State University

4/20/2009

Date

For the Guild



Darren Jones
President
WSU Police Guild

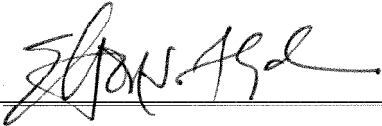
4/20/09

Date

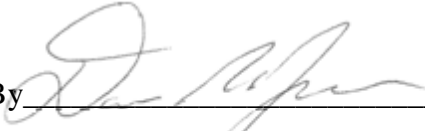
POST SPRING '09 RENEGOTIATIONS

SIGNATURES

Executed on this day of August 3, 2009 for and on behalf of:
Date

By 

Elson S. Floyd, Ph.D., President
Washington State University

By 

Darren Jones, President
Police Guild

Approved as to form this date:

Donna D. Stambough 7-15-09

Assistant Attorney General
State of Washington

Police Guild CBA 09-11

MEMORANDUM OF UNDERSTANDING

By and Between

Washington State University
and
Washington State University Police Guild

This Memorandum of Understanding (MOU) by and between Washington State University (the “Employer”), and the Washington State University Police Guild (the “Guild”), clarifies and resolves any and all matters relating to issues concerning the Parties 2009-2011 Collective Bargaining Agreement (CBA).

The Employer and the Guild recognize that overtime related expenses are causing significant budget problems for the police department, primarily as a result of staffing issues. In an effort to reduce these overtime related expenses, promote efficiency and economy of the University’s operations the Employer and the Guild stipulate and agree to add the following temporary shift configuration during the 2009-11 CBA:

1. **Fourteen (14) Day Work Period.** In addition to the work period set forth in Article 6.3, a work period, allowing consecutive days off, shall be composed of a fourteen (14) day work period in accordance with Section 7(k) of the Fair Labor Standards Act.
2. **Twelve (12) Hour Day.** In addition to Article 6.3, the work schedule shall include a twelve (12) hour day to be used with the fourteen (14) day work period. The fourteen (14) day work period schedule shall be composed of three (3) days worked, three (3) days off, four (4) days worked, four (4) days off. There will be two (2) shifts, Day and Night. Each shift will be composed of two (2) squads, for a total of four (4) squads, A, B, C, & D.

FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU
12	12	12	X	X	X	12	12	12	12	X	X	X	X

3. **Change of work periods.** The Police Chief, in accordance with Article 6.4 may change work periods upon seven days notice. The procedures for making work period changes will be in accordance with the Department Policies and Procedures.
4. **Hour of Work.** In addition to Article 6.10, the fourteen (14) day work week shall begin 2100 hours Thursday and end at 2059 hours the second Thursday from that date.
5. **Overtime.** In addition to Article 6.12, Employees on a fourteen (14) day work period shall receive contractual overtime (overtime in excess of the employee’s regularly scheduled work shift or work period).

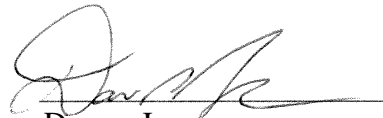
6. **Sick Leave Accrual.** In addition to Article 15.2(A)(1), employees will accrue twelve (12) hours of sick leave per month for each full month he employee is on a fourteen (14) day twelve (12) hour shift work period. Partial months will be pro-rated based on the shift lengths and time in work period.

7. **Other Terms, Limitations and Conditions.**

- a. During a fourteen (14) day twelve (12) hour shift work period, an employee that takes a holiday off during that work period will be charged for one (1) day of holiday leave. The maximum cash-out of floating holidays at the end of the fiscal year pursuant to Article 14.1 will not exceed ten (10) hours per unused floating holiday.
- b. The Parties agree to meet and confer periodically during the term of the 2009-11 CBA to discuss and evaluate whether this MOU is resulting in the anticipated savings in overtime expense. The first such meeting will occur in December 2009 and no later than Friday, December 18, 2009.
- c. Neither party is bound by the terms of this MOU for purposes of bargaining for the 2011-13 CBA.

For Washington State University

For the Guild



Rich Heath
Senior Associate Vice President
Washington State University

Darren Jones
President
WSU Police Guild

6/19/2009
Date

6/19/09
Date