



**2023-2025
Collective Bargaining Agreement
By and Between**

**Central Washington University
Police Department**

**Effective
July 1, 2023 through June 30, 2025**

CWU

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PREAMBLE

This Agreement is made and entered into by and between the State of Washington on behalf of Central Washington University, referred to as the “Employer,” and Teamsters Local 760, referred to as the “Union” representing the Police Officers and Sergeants (Defined as Uniform Personnel under Chapter 41.80.050 (15) RCW) of the Central Washington University Police Department, who have been recognized as separate bargaining units by the Public Employees Relations Commission (Referenced in Article 1 - Union Recognition), but desire to enter into a Collective Bargaining Agreement covering both bargaining units, while continuing to maintain both units as separate bargaining units.

It is the intent of the parties to establish harmonious employment relations through mutual cooperation, provide fair treatment to all employees, promote the mission of Central Washington University, recognize the value of all employees and the necessary work they perform, to determine wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of disputes.

ARTICLE 1 - UNION RECOGNITION

- 1.1 Pursuant to the provisions of Chapter 41.80 RCW, The Employer recognize the Union as the exclusive bargaining representative for the employees in the bargaining unit described in Central Washington University, PERC Decision 13546 (PSRA, Case 135124-E-22 2022) as:
 - A. All nonsupervisory uniformed personnel employed by Central Washington University, excluding confidential employees, internal auditors, supervisors, and employees including any other bargaining unit. The parties agree that the Campus Police Sergeants shall be excluded from the bargaining unit.
- 1.2 Pursuant to the provisions of Chapter 41.80 RCW, The Employer recognize the Union as the Exclusive bargaining representative for the employees in the bargaining unit described in Central Washington University, PERC Decision 13560 (PSRA Case 135465-E-22, 2022): as:
 - A. All supervisory uniformed personnel employed by Central Washington University, excluding nonsupervisory employees, lieutenants, confidential employees, and all other employees.

ARTICLE 2 NON-DISCRIMINATION

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as a protected veteran, sexual orientation, any real or perceived sensory, mental or physical disability, genetic information, gender identification and gender expression, status as a victim of domestic violence,

sexual assault or stalking or because of the participation or lack of participation in union activities, or any other protected class under applicable state or federal law. Bona fide occupational qualifications based on the above traits do not violate this Section.

- 2.2 Both parties agree that unlawful harassment will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 2.1.
- 2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff or file a complaint in accordance with University policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within fourteen (14) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.
- 2.4 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunity Commission.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.1 Preemption of Civil Service Rules. This agreement supersedes all Civil Service Rules, including the provisions of WAC 251 and 357, not expressly incorporated by reference in this Agreement.
- 3.2 Application of Employer (University) Policies. This agreement supersedes specific provisions of Employer policy with which it conflicts. Absent such a conflict, employee will be subject to all Employer policies.
- 3.3 Individual departments of the Employer will not develop guidelines, rules, or policies that apply to the members covered by this Collective Bargaining Agreement, that conflict with the terms and conditions of this Agreement.
- 3.4 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Executive Director and the Union, with copies to and the Chief Union Steward, of these changes. The Union may demand discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Employer's Chief Human Resources Officer or designee of any demands to bargain. The Union's request for bargaining will include known identified impacts for bargaining. In the event the Union does not request discussions and/or negotiations within

twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union without delay.

3.5 The parties will agree to the location and time for the discussions and/or negotiations and will attempt to schedule the negotiations as soon as possible. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

A. Nothing in the agreement waives the rights under statute by the Union to arbitrate or seek other legal remedies for a dispute over a mandatory subject of bargaining should the parties fail to reach an agreement during negotiations.

3.6 Release Time

A. The Employer will approve paid release time for up to two (2) employee representatives during the time negotiations contemplated in 3.4 and 3.5 above are being conducted. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the Employer.

B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.

C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to and from a bargaining session, unless authorized by the Employer for business purposes.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, 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 the institution of higher education's workforce and the financial basis for layoffs;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the State and its institutions 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 for just cause.
- 4.2 The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

ARTICLE 5 –MEMBERSHIP AND DUES DEDUCTION

- 5.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- 5.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- 5.3 When the Employer hires a new employee covered in the bargaining unit, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address and classification of the employee hired.
- 5.4 When provided with a "voluntary check-off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of money so deducted from the employee shall be promptly forwarded to the Union by check or ACH along with an alphabetized list showing names and amounts deducted from each employee.
- 5.5 Dues Cancellation. An employee may cancel payroll deduction of dues by written notice to the Union in accordance with the Union Constitution, by-laws and the terms and conditions of their signed membership card. The union will provide CWU notification of dues cancellation. The cancellation will become effective on the second payroll after receipt of the notice.
- 5.6 The union shall indemnify, defend and hold the employer harmless from and against any claims, lawsuits and actions made or instituted against the employer for good faith effort to comply with this article, including any lawsuits or actions naming the employer as a party, resulting from any "checkoff" of dues for the union. The union shall refund to the employee any amounts paid to it in error on account of the "checkoff" provision upon presentation of proper evidence thereof.

ARTICLE 6 – UNION BUSINESS / REPRESENTATIVES

- 6.1 The Employer recognizes the right of the Union to designate Business Representatives and Shop Stewards who shall be permitted to represent bargaining unit employees. The Union will inform the Employer of the names of Union representatives and Shop Stewards.
- 6.2 Paid release time for the designated Shop Stewards will be provided for representing employees at grievance meetings (including informal attempts at resolution) attended by both parties, for participating in Joint Labor/Management Committee meetings, for pre-disciplinary/pre-determination meetings. When

designated Shop Stewards are granted paid release time they shall experience no loss in pay, however such time shall not be construed as work time and overtime will not be paid when meetings extend beyond the employee's regular work hours. Paid release time shall be granted by supervision following a request but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest reasonable time thereafter.

- 6.3 The Union shall prevail upon all employees in the bargaining unit, and especially Shop Stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the Union's representatives in the speedy resolution of any grievances that may arise.
- 6.4 Bulletin Boards. The Employer shall designate a bulletin board for use by the Union for the posting of notices relating to official Union business and provide space for that purpose.
- 6.5 Union Access. Union business such as investigating grievances and other legitimate routine matters may be conducted on Police Department premises or an employees work assigned location, provided that such business does not interfere with Police Department operations. The Employer shall provide reasonable access to Department premises to authorized Union representatives for the purpose of handling grievances and other legitimate Union business, provided that such access does not interfere with the work and duties of Union employee representatives or of other on-duty employees. Scheduled Union meetings may be held in Police Department facilities, provided that such meetings do not interfere with Police Department operations and are approved in advance by the Police Chief.

ARTICLE 7 - UNION BUSINESS ACTIVITIES ABSENCES

- 7.1 Employees who desire to attend Union business functions or programs shall request time off at least fourteen (14) calendar days prior to the planned absence. The Chief, or designee, shall determine if the absence will be approved. If approved, the leave will either be accrued and unused vacation time off, unused compensatory time, or unpaid time off.

ARTICLE 8 –EMPLOYEE FILES

- 8.1 Employee Personnel & Department Files.
 - A. For purposes of this Agreement, “department file” shall refer to the employee personnel file maintained by the Central Washington University Police Department. The employee and/or Union representative may schedule a time

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

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

8.2 Washington State Law requires that all records of disciplinary actions, be maintained within a personnel file.

8.3 Medical information related to employment will be kept separate from all other employment files and confidential in accordance with state and federal law. Unauthorized parties shall not have access to any employee's personnel file or department file.

8.4 Destruction or retention of information.

A. Information shall be retained by the Employer as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the institution and in accordance with applicable PRA law.

B. Adverse material or information related to employee misconduct or alleged misconduct which is determined to be false, and all such information in situations where the employee has been fully exonerated of wrong doing, will be kept in a confidential file and shall not be released to the public or a prospective employer without the consent of the employee except as required by law.

- C. Adverse material related to employee misconduct or alleged misconduct which is sustained may be released if required under a Public Records Act (PRA) request or as otherwise required by law.
 - D. Documents in a supervisory file will not be placed in the official personnel file or Department file unless they are incorporated as part of an official action (such as a performance evaluation or a corrective action), which should then be retained in the appropriate personnel file or department file. All material in the supervisory file of non-probationary employees, absent unusual circumstances, will be removed in conjunction with the employee's annual performance evaluation.
 - E. Prior to release of any information about an employee pursuant to a PRA request, the employee will be notified of the request and, to the extent possible, allowed ten (10) business days to seek an injunction before the information is released.
- 8.5 Performance Evaluations. Performance evaluations will be conducted on a regular basis in accordance with University policy. Employees will have the right to submit rebuttals to performance evaluations and have the rebuttals attached to the evaluation. Evaluations will not be provided to outside agencies without written authorization from the employee, unless subject to legal process or otherwise required by public disclosure laws.
- 8.6 Third Party Requests for Information. Labor Relations will notify the Union of public records requests for information received by the CWU Office of Public Records that directly concern and encompass Teamster 760 members. Notification will be provided in order to allow for a ten (10) day protest period.

ARTICLE 9 DISCIPLINE

- 9.1 All discipline shall only be for just cause. The University shall engage in the practice progressive discipline. Both parties recognize that serious misconduct may warrant suspension or discharge for a first offense, without first providing a written or other warning notice.
- 9.2 Disciplinary action may include written reprimand, suspension, involuntary demotion, and discharge.

ARTICLE 10 JOB PROCESS

- 10.1 Probationary Employees. Entry level employees shall serve a probationary period of twelve (12) months of service after completion of the basic law enforcement academy, up to a maximum of eighteen (18) months. Lateral entry and promotional employees shall serve a probationary period of twelve (12) months.

- A. Any period exceeding fifteen unpaid calendar days leave of absence shall not be counted towards the minimum probationary period.
- B. Probationary periods may be extended for a period not to exceed 90 days by the University by providing written notice to the Union and the probationary employee a minimum of fourteen days prior to the completion of the probationary period. The written notification shall state the specific deficiencies of the probationary officer, along with an corrective action plan and including a specific monitoring and performance improvement plan.
- C. Probationary employees will be provide all necessary uniforms and equipment as soon as practicable, but shall be provided all necessary safety equipment prior to assuming the duties of a police officer.
- D. Probationary employees may be terminated from employment without just cause.

10.2 Seniority, Lay Off and Recall

A. Seniority.

- 1. Classification Seniority. Shall be defined as the length of service within a specific classification (rank) held within the Central Washington University Police Department.
- 2. Overall Seniority. Shall be defined as the total length of service as a commissioned officer with the Central Washington Police Department, regardless of rank.

B. Use of Seniority: Classification Seniority and then Overall Seniority, in that order, shall be utilized for lay off and recall,

C. Lay-Off Definition: Layoff shall be defined as a reduction in the number of positions covered by this Agreement that is intended to be permanent or prolonged. Layoff will be in reverse order of classification seniority, i.e., last hired is first to be laid off.

D. Layoff Notification. The Employer will notify the employee of the position to be eliminated and the Union at least thirty (30) calendar days in advance of the date of the projected layoff. During the notice period the Employer will do the following, in order, as specified below:

- 1. Officers laid off will be put on the rehire list for twenty-four (24) months.
- 2. Officers on the rehire list will be offered re-employment, in reverse order of seniority, before outside applicants are offered the position.

3. Officers offered re-employment from the rehire list shall be given up to one (1) week to determine if they want the position; and if accepted, such Officers shall be given up to one (1) additional week to report to work.
- E. Supervisory Bump Back Right. Employees in the supervisory unit shall have bump back rights into the commissioned officer's unit in the following circumstances.
1. In the event the Employer determines that a layoff is required that includes the supervisory unit classification in order to reduce to number of supervisors.
 2. When the overall seniority of the supervisory employee being laid off is greater the overall seniority of employees in the commissioned officers unit.

ARTICLE 11 HOURS OF WORK AND OVERTIME

11.1 Standard Workday/Regular Work Schedule. The standard workday/schedule for full-time bargaining unit employees shall consist of ten (10) hours of work over four (4) days, or eight (8) hours of work over five (5) days within a seven (7) day period. Employees shall have no less than two consecutive days off as part of the employee's regular schedule with the exception of shift change periods or changes with mutual consent.

- A. The standard workweek shall begin at 12:00 am on Sunday and end at - 11:59 pm the following Saturday.

11.2

1. Temporary Schedule Changes
Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive five (5) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.
2. Long-Term or Project Schedule Changes
Employees' workweeks and work schedules may be changed for periods exceeding twenty-one (21) calendar days with prior notice from the Employer. Overtime-eligible employees will receive ten (10) calendar days' written notice of a long-term or project schedule change. The day notification is given is considered the first day of notice. Upon request, the Employer will meet with affected employees and/or the Union to discuss the change and the reason/s for it. Notice will normally be given to the affected

employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address.

3. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies beyond the employer's control.

4. Agreed Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's or supervisor's request and with their mutual consent, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

11.3 Rest/Lunch Periods. Employees in the bargaining unit shall be granted a paid fifteen (15) minute rest period within each half of the workday, and a paid lunch period of thirty (30) minutes. Rest and lunch periods will be considered work time. Employees shall remain on duty, in radio contact, and within the geographical boundaries designated in the Policy and Procedures Manual.

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

A. Work in excess of forty (40) hour workweek.

B. All time that the employee is in a pay status, including sick leave, vacation leave, compensatory time use, or other paid leave usages, shall be considered time worked for purposes of calculating overtime.

Work for overtime purposes does not include:

1. Shared leave;

2. Leave without pay;

3. Holiday premium paid time;

4. Time compensated as standby, callback premium, or any other penalty pay.

C. Overtime work must be approved in advance by the Employer and overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate. Overtime shall be compensated monetarily unless the employee requests compensatory time.

- D. If the Employer desires to implement a FLSA 7(k) exempt schedule, the Employer shall engage in bargaining with the Union to negotiate the schedule and the FLSA workweek and overtime threshold.
- .11.5 Call Back Pay. When an officer has left the University and is called to return to work outside of their regularly scheduled hours the employee shall receive a minimum of two (2) hours of “call back pay”, or the actual hours worked if longer than two hours. The two (2) hours of call back pay shall be paid even if the callback results in the officer working less than two (2) hours. The Employer shall not require the Officer to perform any tasks or work on an unrelated matter to make up time in addition to the original purpose of the call back.
- A. Officers being called to worked immediately preceding their regular shift; less than two (2) hours prior to the start of a work shift, does not constitute “call back”, and will be compensated for actual hours worked.
 - B. If called into work within four (4) hours of the start of their work shift, the officer shall be permitted to work continuously through their work shift.
- 11.6 Scheduled Administrative and/or Court Assignments. When employees are required to be available for proceedings in a criminal court, civil court, administrative hearing, student conduct board, or Department of Licensing hearing either in person or telephonically during off duty hours as a result of their employment with the Employer, they will receive payment as follows:
- A. For an administrative assignment that requires the officer’s physical presence that is not contiguous with the officer’s regularly scheduled shift, starting or ending, the officer will receive a minimum of four (4) hours pay as hours worked When the assignment is contiguous with the officer’s regularly scheduled shift, the officer shall receive the applicable rate for all hours of the assignment with no minimum.
 - B. For an administrative assignment that only requires the officer to be present telephonically or via video conference that is not contiguous with the officer’s regularly scheduled shift, the officer will receive a minimum of one (1) hours pay at as hours worked. When the telephonic assignment is contiguous with the officer’s regularly scheduled shift, the officer will receive the overtime rate for all hours of the assignment with no minimum. Officers will be expected to be present telephonically or via video conference for administrative assignments where possible.
- 11.7 For Call Back Pay and Administrative Assignment/Court Pay minimums, employees shall be paid the minimum time, or the actual time worked if it exceeds the minimum time established by the agreement.

ARTICLE 12 COMPENSATORY TIME

- 12.1 Compensatory Time Eligibility. Employees may elect to accrue compensatory time off in lieu of overtime for each hour worked at the rate of one and one-half (1-1/2) their regular hourly rate.
- 12.2 Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.
- 12.3 Compensatory time must be used before vacation leave and scheduled in the same manner as vacation leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76.
- 12.4 Compensatory Time Cash Out
- A. All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee separates from the Employer. The Employer will cash out compensatory time when the employee transfers to another department. A reorganization or merger of departments is not considered a transfer under this section.
 - B. As an exception to 13.4 (1) above, the Chief of Police or their designee may allow an employee to carry forward up to forty (40) hours of compensatory time past June 30th upon request.

ARTICLE 13 SICK LEAVE

- 13.1 Sick Leave. Sick leave shall be accrued at on a monthly basis on one shift per month. Employees assigned to work ten (10) hour shifts shall accrue eight (8) hours of sick leave for that shift subject to FTE proration for employees working less than a full FTE.
- 13.2 Employees working less than full time shall accrue sick leave on a pro-rated basis but shall accrue sick leave on a minimum basis of one (1) hour for every forty (40) hours worked.
- 13.3 Sick Leave shall be authorized for use in accordance with applicable state statute, including RCW 49.46.210 or other statute as written or amended in the future. Sick leave may used in increments of one-tenth (1/10th) of an hour.
- 13.4 A qualified medical providers verification may be required after the employee's use of sick leave beginning on the fourth consecutive working day in accordance with RCW 49.46.210. Requirement for verification may not result in an unreasonable

burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

13.5 Worker's Compensation - Leave.

- A. Employees who suffer a work-related injury or illness that is compensable under the State workers' compensation law may select time loss compensation exclusively, leave payment exclusively, or a combination of time loss compensation and accrued paid leave.
- B. Employees taking sick leave during a period in which they receive workers' compensation under the industrial insurance provisions for a work-related illness or injury shall receive full sick leave pay,
 - 1. Until eligibility for workers' compensation is determined by the Department of Labor and Industries, the Employer may pay full sick leave,
- C. An employee who sustains an industrial injury, accident, or illness, arising from employment shall, upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of layoff seniority or change in annual progression date may be granted at the option of the Employer.

13.6 Sick Leave Annual Cash Out Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. The employee's sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies the payroll office by January 31st that they would like to convert 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.

13.7 Sick Leave Separation Cash Out At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for one-quarter (1/4) of their compensable sick leave hours. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

- 13.8 Reemployment Former state employees who are reemployed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. Unless otherwise required by applicable law, employees who are reemployed after retiring and cashing out their sick leave balance will not have leave reinstated at the time of rehire; when such an employee subsequently retires or dies, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with 14.7 above.
- 13.9 Carry Forward and Transfer Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from one State of Washington employer to another, without a break in service, the employee's accrued sick leave may be transferred to the new employer for the employee's use.
- 13.10 Restoration of Vacation Leave. In the event an employee is injured or become 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 as permitted by law.
- 13.11 Washington State Paid Family and Medical Leave (PFML) "Supplemental Benefit". The Employer shall permit employees to utilize available leave banks while utilizing the State Paid Family and Medical Leave (PFML) benefits to make up the difference between the amount received from the PFML and their normal weekly pay

ARTICLE 14 VACATION

14.1 Vacation Leave - Accrual

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

Year	Paid Vacations Hours Month	Annual Hours
0-2 nd Year	9.33 Hours	112
3 rd Year	10 Hours	120
4 th Year	10.67 Hours	128
5 th -6 th Year	11.33 Hours	136
7 th -9 th Year	12 Hours	144
10 th -14 th	13.33	160
15 th -19 th	14.67	176
20 th -24 th	16 Hours	192
25 th +	16.67	200

- 14.2 Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred forty (240) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:
- A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum (currently two hundred forty (240) hours), the Employer shall follow the deferral process set forth in WAC 357-31-215.
 - B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred forty (240) hours) as long as the employee uses the excess balance prior to that employee's anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost
- 14.3 Employees working less than full-time schedules shall accrue vacation leave on the same prorated basis that their appointment bears to a full-time appointment.
- 14.4 Vacation leave credits shall not accrue during a leave of absence without pay which exceeds 80 hours worked in any calendar month, nor shall credit be given toward the rate of vacation leave accrual except during military leave without pay.
- 14.5 Scheduling.
Requests shall be granted on a first-come-first-served basis. In the event multiple requests are submitted for the same dates at the same time the requests will be awarded based on seniority.
- 14.6 Any employee, who has been employed for at least six (6) continuous months, who either resigns or retires, is laid off or is terminated by the Employer, will be entitled to be paid for all vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for all vacation leave credits.

ARTICLE 15 HOLIDAYS

- 15.1 Designated Holidays. The present holiday schedule includes the following eleven (11) days with pay and shall include one personal paid holiday for a total of twelve (12) paid holidays:
- New Year's Day
 - Martin Luther King Jr.'s Birthday (Third Monday of January)
 - Veteran's Day
 - President's Day (Third Monday of February)

- Juneteenth
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (Day After Thanksgiving)
- Christmas Day
- One (1) Personal Holiday

15.2 Full-time employees shall receive holiday pay per their regularly scheduled hours on the holiday.

15.3 When a holiday falls on an employee's regularly scheduled day off, the employee shall be paid straight time equal to one shift of regularly scheduled shift hours during that workweek, which shall not count towards the computation of overtime.

15.4 Holiday time worked shall be compensated as follows:

- A. When full-time employees work on an actual holiday, they shall receive compensation for their scheduled shift hours plus premium pay at time and one-half for all hours worked on such holiday.
- B. Paid holidays shall be observed on the actual date of the holiday.
- C. If an employee begins a work shift on the holiday, holiday hours worked will be reported for the entire shift at actual hours worked and compensated at time and one half (1 ½).

15.5 Personal Holidays. Employees may choose one (1) workday as a personal holiday each calendar year if they been continuously employed by the State of Washington for more than (4) months.

- A. Requests for use of the personal day must be submitted through the employee's supervisor and may be approved on the same bases as other time off requests.
- B. Personal holidays may not be carried over to the next calendar year.

ARTICLE 16 OTHER LEAVES / GENERAL

16.1 Bereavement Leave

- A. Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law,

father-in-law, domestic partner's mother, domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee.

- B. Should additional time be necessary, employees may request additional time off by utilization of their available accrual banks, including sick, vacation, holiday, personal holiday or leave without pay for the purposes of bereavement and in accordance with this agreement.

16.2 Jury Duty Leave

Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to them for their jury duty service. An employee will inform the Employer when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. An employee whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty. If a day shift employee is released from jury duty and there are more than two (2) hours remaining on their work shift, the employee will call their supervisor and may be required to return to work.

16.3 Interview Leave

- A. Positions with the Employer Paid leave will be granted for the purposes of taking an examination or interviewing for positions with the Employer. Employee-requested schedule changes may be granted in accordance with Article 12, Hours of Work, when taking an examination or interviewing.

- 16.4 Life-Giving Procedures Employees will be granted paid leave, not to exceed three (3) working days annually for the purpose of donating blood, platelets, and fluids without compensation, to a person or organization for medically necessary treatments. Employees will be able to use paid time off as needed for the purpose of donating organs, tissues, and other human body components without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

16.5 Personal Leave

- A. An employee may choose two (2) workdays as personal leave days during each fiscal year of the Collective Bargaining Agreement (CBA) if the employee has been continuously employed by the Employer for more than four (4) months.

- B. The Employer will release the employee from work on the day selected for personal leave if:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 - 2. The number of employees choosing a specific day off allows the employer to continue its work efficiently and not incur overtime.
 - 3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.
- C. Personal leave may not be carried over from one fiscal year to the next.
- D. The pay for a full-time employee's personal leave day is for the number of hours the employee is scheduled to work on the date of absence.
- E. Upon request, an employee will be approved to use part or all of their personal leave day for:
 - 1. The care of family members as required by the Family Care Act, WAC 296- 130;
 - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.13; or
 - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
 - 4. Any remaining portions of personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

16.6 The Employer will not be responsible for per diem, travel expenses or overtime under this Article.

ARTICLE 17 - LEAVE WITHOUT PAY

17.1 Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article);
- B. Compensable Work-Related Injury or Illness Leave (Article);
- C. Military leave;
- D. Volunteer firefighting leave;
- E. Military family leave; or
- F. Domestic violence leave.

17.2 Leave without pay may be granted for the following reasons:

- A. Educational leave;
- B. Child or elder care emergencies;
- C. Governmental service leave;
- D. Citizen volunteer or community service leave;
- E. Conditions applicable for leave with pay; or
- F. Union Activities (Article);
- G. Formal collective bargaining leave; or
- H. As otherwise provided for in this Agreement.

17.3 Limitations

Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave;
- B. Educational leave;
- C. Governmental service leave;
- D. Military leave;
- E. Cyclic employment leave;
- F. Leave for serious health condition taken under the provisions of Article 14, Family and Medical Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
- I. Leave to participate in union activities;
- J. Volunteer firefighting leave; or
- K. Domestic violence leave.

17.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

17.5 Military Leave

In addition to twenty-one (21) working days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, 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.

17.6 Educational Leave

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

17.7 Child or Elder Care Emergencies Leave without pay, compensatory time or paid leave may be granted for child or elder care emergencies.

17.9 Governmental Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

17.10 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

17.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

17.12 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

17.13 Military Family Leave

In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, personal leave and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty.

17.14 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to

help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

- 17.15 Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

ARTICLE 18 GRIEVANCE AND ARBITRATION

- 18.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement. It is the desire and intent of the parties, through the following grievance procedure, to provide an orderly and timely adjudication of grievances. Within this spirit, the procedure is not a substitute for or in any way to inhibit open communications between the employee and supervision. In the presentation of grievances, the employee shall be safe from restraint, interference, discrimination, or reprisal. Grievances may be filed by individual members of the bargaining unit, groups of employees, or the Union.
- 18.2 Employee Representation. The Union, as exclusive representative of bargaining unit employees, is the responsible representative of said employees in grievance matters. Only the Union may take a matter to arbitration.
- 18.3 Time Limitations. An extension of the time limitations, as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the employee to comply with the time limitations without a request for time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall establish the right of the employee to proceed to the next step of the grievance procedure. All references to days shall be considered calendar days and the parties shall have until 5:00pm on the first working day following a Saturday, Sunday or Holiday to meet their grievance procedure obligations should a time requirement in the grievance procedure end on a Saturday, Sunday or Holiday.
- 18.5 Steps of Grievance Procedure. All grievances shall be processed in accordance with the following procedure:

Alternative resolution method. Any time during the grievance process, by mutual consent the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the

Union may return the grievance process and the time frame resume. Any expenses and fees of the alternative method will be shared equally by the parties.

Meetings. Meetings and discussions on the grievance held between the parties in connection with steps one through three shall normally be held during the Employer's regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant and Union representative for reasonable time spent in this regard during the employee's scheduled duty hours.

- A. Step One –Appointing Authority or Designee. If the issue is not resolved informally, the Union may file a written grievance to the appointing authority or designee, with a copy to Human Resources. within twenty-one (21) calendar days of the occurrence (or knowledge of the occurrence or when the grievant reasonably should have known of the occurrence) of a situation, condition, or action which caused the grievance, the employee(s) affected, the shop steward, and/or the Union representative shall present the written grievance to the appropriate supervisor for resolution. The written grievance will include a description of the issue being grieved, including the relevant facts, the contract section(s) alleged to have been violated, and the remedy sought. The parties shall meet and attempt to resolve the grievance within fourteen (14) calendar days of the time the grievance is filed and shall provide a written response within fourteen (14) calendar days of the actual meeting date, or in the event no meeting occurred, within fourteen calendar days from when the grievance was filed.
- B. Step Two – Chief Human Resource Officer or Designee. If a satisfactory settlement is not reached in Step 1, and the Union wishes to pursue the matter further, the written grievance shall be referred electronically to the Human Resources within fourteen (14) calendar days after the written response is received or due from Step 1. The parties shall meet and attempt to resolve the grievance within fourteen (14) calendar days following the date of the written Step 2 submittal. The University's Office of Human Resources shall provide a written response within fourteen (14) calendar days of the actual meeting date, or in the event no meeting occurred, within fourteen (14) calendar days from when the grievance was referred to Step 2.
- C. Step Three - Mediation. In the event the grievance is not resolved within the required time period above, the written grievance may then be submitted to the University's Office of Human Resources for mediation within thirty (30) calendar days after the Step 2 written response is received Within fourteen (14) calendar days of the request for mediation, the Union may either submit the matter to the PERC for appointment of a mediator (copied to the Employer), or decline in writing to utilize mediation. If the University's Office of Human Resources fails to respond to the request for mediation or responds that it declines mediation, the grievance shall be deemed automatically moved to Step 4.

- D. Step Four - Arbitration. If mediation fails to resolve the grievance within a reasonable time, or if the University declines mediation, the grievance may be submitted to arbitration. The Union must submit the request for arbitration to the University's Office of Human Resources within thirty (30) calendar days from the final date of mediation, or receipt of the University's rejection of mediation. The arbitration process will be administered by the PERC using a list of nine arbitrators from either Washington or Oregon. The parties will select an arbitrator using the alternate strike method.
- E. Decisions made by an arbitrator will be final and binding on both parties. The cost of arbitration shall be borne equally by the parties, and each party shall bear the full cost of presenting its own case, including any expert or attorney's fees and costs. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

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

ARTICLE 19 UNIFORMS AND PERSONAL ITEMS

- 19.1 Uniforms/Equipment. The University shall issue to each employee necessary uniform and equipment items.
- 19.2 In accordance with Department/University policy, the Employer agrees to replace items when they become damaged or worn. In addition, the University agrees to provide all equipment necessary for specialized assignments.
- 19.3 Non-Issued Personal Items. In accordance with Departmental/University policy, employees will be reimbursed for non-issued personal items, damaged, or destroyed in the line of duty. The cap for this benefit is \$200.00 per item.
- 19.4 Cleaning Allowance. The University will pay for the dry cleaning of University issued uniforms. Officers who request a jumpsuit will be responsible for cleaning the jumpsuit.
- 19.5 Boot Allowance: The University will provide a boot allowance of three hundred dollars (\$300) every two fiscal years for employees for the purchase and replacement of footwear.

ARTICLE 20 WAGES AND PREMIUMS

20.1 Wage Scales

- A. The table below reflects the 2023-2025 CWU PD special pay salary range by job classification.

Job Classification	Special Pay Range
Campus Police Officer	Range 62
Campus Police Sergeant	Range 66

20.2 Salary Movement:

Effective on July 1, 2023, employees shall receive a 4.5 percent wage increase, if fully funded by the State of Washington.

Effective on July 1, 2024, employees shall receive a 4.5 percent wage increase, if fully funded by the State of Washington.

Compensation increases resulting from increases in the Salary Schedule will take effect only if they are deemed feasible by the Director of OFM, approved by the Legislature as provided in RCW 41.80, and fully funded by the State appropriations to the University. In the event that such compensation increases are not approved or fully funded, the parties will reopen negotiations to bargain a replacement provision. Nothing in this paragraph obligates either party to agree to any proposal.

20.3 FTO Assignments:

Field Training Officers (FTOs) will receive additional compensation of five (5%) percent of their monthly salary for the period assigned as an FTO.

20.4 Facility Dog Care:

The Officer principally tasked with caring for the Department's therapy dog shall receive a four percent (4%) percent of their monthly salary to cover the time spent caring for the facility dog.

20.5 Certified Instructors:

Instructors certified by the State or other certifying body, assigned by the employer to provide training to employees (other than an FTO assignment) will receive a five (5%) premium for the day training is assigned, if they spend at least two (2) hours of their shift providing training. Time spent preparing training materials will not count as time spent training for the purposes of this section.

20.6 Working Out of Classification:

Whenever an employee is given a temporary promotion to a higher classification, that employee shall be paid the salary at the bottom of the range for the classification in which the employee is working, for all such time worked.

20.7 Multilingual/Sign Language/Braille Premium Pay:

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills. The Chief may refer an employee to testing of his choice and at Department expense if competency for conversational language skills is in question.

ARTICLE 21 LEGAL DEFENSE

21.1 Indemnification. If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, the employee has the right to request representation and indemnification through the Employer according to RCW 4.92.

ARTICLE 22 Title IX

22.1 The Parties agree to continue to discuss Title IX and its application to this union during the life of this agreement.

ARTICLE 23 – CONTRACTING OUT

23.1 The Employer will not contract out work which results in the layoff of bargaining unit employees prior to complying the provisions of RCW 41.06.142.

23.2 The Employer will make a good faith effort to provide bargaining unit members the first opportunity to volunteer for extra work opportunities prior to utilizing other police agencies to augment Department staff.

ARTICLE 24 SERGEANTS

24.1 Sergeants shall perform all duties as set forth in their job descriptions, inclusive of supervisory duties, and as set forth in the Department’s Policies and Procedures Manual.

ARTICLE 25 - SAVINGS CLAUSE

25.1 Partial Invalidity If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or

invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate regarding a potential substitute for the invalid article, section or portion.

ARTICLE 26 - PRINTING AND DISTRIBUTION OF AGREEMENT

- 26.1 The Employer will post the Agreement electronically on the appropriate websites on the effective date of the agreement _____ and provide a copy to the lead Union negotiator in electronic format by _____ in print ready format in both Word and PDF.
- 26.2 The Employer will provide all current and new employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on Employer owned equipment. Employees who require a reasonable accommodation to access the Agreement may contact Human Resources for assistance.

ARTICLE 27 – DURATION

- 27.1 This Agreement shall be effective on, July 1, 2023 and shall remain in full force and effect until June 30, 2025.
- 27.2 During the life of the Agreement, portions, Articles, or sections of this Agreement may be opened by mutual consent of the Union and the University 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.
- 27.3 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.
- 27.4 Bargaining shall commence for a successor agreement under RCW 41.80 no later than July 1, 2024, unless mutually agreed upon by the parties.

THE PARTIES, BY THEIR SIGNATURE BELOW, ACCEPT AND AGREE TO THE
CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT.

Executed this 12th day of May 2023.

FOR TEAMSTERS LOCAL 760

Leonard J. Crouch

Leonard J. Crouch (May 17, 2023 16:05 PDT)

Leonard J Couch
Secretary Treasurer

**FOR CENTRAL WASHINGTON
UNIVERSITY**

A James Wohlpart

A James Wohlpart (May 12, 2023 13:40 PDT)

Jim Wohlpart
President

Recommended for Execution-CWU

JK

Jason Berthon-Koch (May 12, 2023 13:34 PDT)

Jason Berthon-Koch
Chief of Police

JoAnn Hundtoft

JoAnn Hundtoft
Director Employee Relations