

ARTICLE 4 – GUILD RIGHTS AND RESPONSIBILITIES

4.1 Membership

The University 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 University 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 thirtieth (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 4.1 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 University 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 University, 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 University 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 University's responsibility shall cease. The Guild agrees to provide 30 days written notice of any changes in dues. The University 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 University from any claims arising there from.

4.3 Roster

Upon effective date of this Agreement, the University will supply to the Guild a roster of employees in the bargaining unit. The list will include names and job classifications. The University 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 University 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 (1) duly authorized Guild Representative may participate in the grievance process as outlined in Article 11 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 University agrees that subject to Washington State Executive Ethics Board statutes, rules, policies and declaratory rulings, the Guild may have limited use of University facilities as long as there is no cost to WSU. Such use shall not interfere in any manner with the University'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 University's operations nor cause the University to incur overtime or other additional expenses. Notice of intent to be absent for such purposes shall be given the University 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 University 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 4.6.C of this Article shall be authorized to take up employee grievances through the grievance procedure of this Agreement. No more than one (1) 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 University 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 University'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 University'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.