

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 117,

Complainant,

vs.

UNIVERSITY OF WASHINGTON,

Respondent.

CASE 133414-U-21

DECISION 13483 - PSRA

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

Eamon McCleery, Staff Attorney, for Teamsters Local 117.

Jennifer K. Schubert, Assistant Attorney General, Attorney General Robert W. Ferguson, for the University of Washington.

On March 25, 2021, Teamsters Local 117 (Teamsters or union) filed an unfair labor practice complaint against the University of Washington (employer). The dispute revolves around the intersection of the bodies of work performed by three classifications: Campus Police Officers, Campus Security Officers (CSOs), and Campus Security Guards (CSGs). The union alleges that the employer skimmed certain bargaining unit work when it created a new type of CSO, the Campus Safety Responder (CSR), without complying with its bargaining obligation.

An Unfair Labor Practice Administrator issued a preliminary ruling on April 5, 2021, finding a cause of action. The undersigned conducted a hearing via videoconference in the matter on November 2 and 3, 2021. The parties filed briefs on January 21, 2022, to complete the record.

ISSUE

The sole issue in this proceeding is whether the employer refused to bargain in violation of RCW 41.80.110(1)(e) by unilaterally skimming campus police officer bargaining unit work.

Some of the work performed by the new CSR position at issue has historically been performed by employees not represented by Teamsters. It is therefore not bargaining unit work. The employer did, however, reassign certain work patrolling residence halls from Teamster-represented employees to unarmed CSRs as part of an effort to revise its public safety model in response to concerns raised by stakeholders surrounding the role of police on campus. Although this is bargaining unit work, I find that, under the specific circumstances present here, it was not a mandatory subject of bargaining. The complaint is dismissed.

BACKGROUND

The employer operates a four-year institution of higher education. Its flagship campus is in Seattle. Additional campuses are located in Bothell and Tacoma. It also operates several acute care hospitals in Seattle, including the University of Washington Medical Center, Harborview Medical Center, and University of Washington Medical Center Northwest. Several unions represent segments of the employer's workforce. These include Teamsters, the Washington Federation of State Employees (WFSE), and SEIU Local 925 (SEIU).

The Employer's Public Safety Operations

Public safety functions at the University of Washington are carried out by different departments and classifications of employees. The University of Washington Police Department (UWPD) provides the most comprehensive range of services at the employer's Seattle campus. The UWPD employs, among other types of employees, fully commissioned Campus Police Officers.

The job duties of the Campus Police Officers are varied. They are responsible for performing general duty police work to protect life and property; enforcing laws and ordinances; maintaining order; and preventing and investigating crime. They are considered general authority peace officers, have arrest powers, and carry firearms. They are required to attend the basic law enforcement officers' academy at the Criminal Justice Training Commission and hold a law enforcement commission. The Campus Police Officers patrol various areas of the Seattle campus and respond to calls for service.

Historically, a limited number of Campus Police Officers were responsible for patrolling the employer's residence halls¹ during the evenings pursuant to an agreement between the UWPD and the UW Department of Housing and Food Services (HFS). The agreement effective July 1, 2020, to June 30, 2021, outlined the duties of these officers. A total of three officers were assigned to the dorms. One worked Sunday through Tuesday, all three worked Wednesday, and two worked Thursday through Saturday. In exchange for providing the patrols, HFS paid a specified monthly rate to the UWPD that covered the officers' salaries, benefits, and related training.

Teamsters represents Campus Police Officers below the rank of sergeant. *University of Washington*, Decision 11185 (PSRA, 2011). The bargaining unit is eligible for interest arbitration. The employer and Teamsters have signed a series of successive collective bargaining agreements. The most recent contract is effective July 1, 2021, to June 30, 2023. It contains provisions addressing shift bidding for residence hall patrols.

Other public safety services are provided by employees working in the CSO and CSG classifications. They are not commissioned law enforcement officers and do not have arrest powers. Instead, they are responsible for performing general duty security work, and they fulfill an "observe and report" function. In the event they see a potential crime in progress they are not expected to intervene. Instead, they report the matter to the employer's dispatch center.

The job duties of the CSOs and Campus Police Officers overlap. Employees in both classifications may be expected to patrol a designated area. The two classifications are additionally responsible for enforcing institution rules and regulations, inspecting buildings and grounds, operating communications systems, and preparing and distributing certain reports. The Campus Police Officers are uniquely responsible for investigating criminal matters, issuing misdemeanor citations, conducting arrests, and preventing or dispersing illegal gatherings or demonstrations.

¹ Throughout the record, as well as in this decision, the residence halls are also referred to as dorms.

The CSGs provide a more limited range of services than the CSOs. The CSGs are primarily responsible for patrolling and inspecting an assigned area. In the event there is a problem, the CSGs report the matter to the relevant staff. They also perform various customer service functions, including escorting students, staff, and faculty around campus during at night.

The CSOs and CSGs work in a range of locations. The CSOs provide general security services at the employer's Tacoma and Bothell campuses, as well as at the three hospitals. The CSOs at the Seattle campus may be assigned to specific locations or tasks. Some CSOs work within the Health Sciences Administration where they provide services at buildings associated with that academic department. Other CSOs are employed within the UWPD itself. They may be assigned to work at specific buildings, such as the primate lab. The CSGs also work at the computer sciences center, the athletic complex, and the UW Towers.

Representation of the CSOs and CSGs is split between two unions based on work location. The CSOs employed at Harborview Medical Center are represented by the WFSE. Other CSOs and CSGs employed in Tacoma, Bothell, the Seattle campus, and the University of Washington Medical Center are represented by SEIU. *University of Washington*, Decision 8464 (PSRA, 2004). CSOs at the University of Washington Medical Center Northwest were unrepresented at the time of the hearing.

The Employer Creates the Campus Safety Responder Position

Following the murder of George Floyd, the employer was faced with demands from students, faculty, staff, and community members to evaluate its approach to policing on campus. The Black Student Union issued a set of demands that included, among other things, that the employer "Disarm and Divest from UWPD." University of Washington President Ana Mari Cauce responded to these concerns in a letter on September 8, 2020. In the letter she committed the university to "re-imagining a more holistic approach to campus safety that minimizes armed police presence on our Seattle campus." As part of this effort, Cauce wrote:

We will also begin work on developing a team of responders, with at least some mental health training, to respond to calls for non-crime related safety, such as for welfare checks on individuals or for responding to community members in

non-crime related distress. We will appoint a group of experts from around campus to recommend guidelines, training and protocols for such responders this Fall, with the goal of having implementation plans in place by Fall 2021.

On September 15, 2020, Ashlee Hooten, a Labor Relations Negotiator for the employer, emailed Teamsters regarding Cauce's message. Hooten explained, "UWPD is working on new job specifications for Public Safety Officer Positions (SEIU 925 represented) and the Employer will be in touch as that process gets further along, fulfilling all notice and bargaining obligations."

The UWPD contacted the employer's classification and compensation office as part of its effort to develop the new position. After reviewing the anticipated job duties, which included patrolling particular areas, observing, and reporting, the employer determined that it did not need to create a new class specification. Instead, the employer decided the work fit within the existing CSO specification. Given the work assignments that the employer anticipated employees in the new position would perform, it opted to designate the CSR as a working title within the CSO class specification. Because the CSOs working on the employer's Seattle campus are represented by SEIU, the employer further determined that any employees hired into the CSO position with the CSR working title would be included in the SEIU bargaining unit.

The employer posted for the first CSR position on September 29, 2020. The vast majority of the substantive job duties contained in the posting were nearly identical to the duties contained in the CSO class specification. There was some overlap between the job duties in the CSR job posting with the duties of the Campus Police Officer class specification. For example, both positions may be required to maintain surveillance of an area for suspected criminal activity. Those areas of overlap, however, are also shared by the CSO class specification and pre-date the development of the CSR position. The CSOs and Campus Police Officers in fact share many job duties and have done so since at least 2005, when both class specifications were last revised.

The employer and Teamsters met on October 27, 2020, to discuss the new position. The meeting was primarily informational in nature. Teamsters believed the CSRs would be performing, at least in part, work that had been historically performed by its members. On November 24, 2020, the

union sent a letter to the employer demanding to bargain the decision and effects of the decision by the employer to remove work from the commissioned officers' bargaining unit.

The employer disagreed that the work the CSRs would be performing was the same as that exclusively performed by the commissioned officers in the Teamsters bargaining unit, and it continued to develop the position. The employer expected the CSRs to perform general security work similar to that already performed by the CSOs represented by SEIU. On January 22, 2021, the employer notified Teamsters that it would soon hire its first CSR. The parties met on February 9 and 23 regarding the union's demand to bargain. The parties did not reach an agreement. In between those two meetings, the employer hired its first CSR. Following the parties' meeting on February 23, the employer sent emails to the union asking if it wanted to continue to meet, and the employer reiterated its willingness to continue bargaining. The union did not respond and instead filed the instant unfair labor practice complaint. Additional CSRs were hired and began work on August 9 and August 16, 2021. A fourth CSR began work around November 2021.

The CSRs Are Deployed

Given the small number of CSRs, as of the date of the hearing they have been deployed by the employer in limited ways. One CSR is assigned to work at the Husky Union Building (HUB). The CSR at the HUB provides some general security and customer service functions. In the event of a problem, the CSR notifies the employer's dispatch center. Depending on the nature of the call, a Campus Police Officer may then respond. The HUB CSR also takes reports of stolen or lost personal property, car prowls, and other non-emergent incidents. The information is entered into an online reporting system. The report may then be assigned later to a Campus Police Officer for further investigation. The CSRs access the online reporting system in the same manner as the general public. UWPD CSOs or CSGs have been assigned to perform similar functions at the HUB in the past. There is no evidence that the role of the CSR assigned to the HUB is substantially different than that of previous non-commissioned personnel in the same work location.

The other CSRs work within the residence halls. In both assignments, the CSRs fill an "observe and report" function. They do not, and are not authorized to, perform law enforcement duties.

Just as the university was reevaluating its approach to policing, HFS also reviewed the role of police in residence halls. Around March or April 2021, HFS informed UWPD that it would not renew its agreement for an armed police presence. Instead, HFS explained to the UWPD that “they were going to reimagine” their plan for public safety. This approach included eliminating armed police patrols, hiring in-house social workers to assist students in crisis, and utilizing CSRs for some functions. HFS then renegotiated its agreement with the UWPD for security services. The new agreement is effective August 1, 2021, to June 30, 2022. Under the agreement, rather than providing police officers, the UWPD supplies a small number of CSRs to patrol the residence halls. Two CSRs are required to be on duty seven days a week between the hours of 8:00 p.m. and 4:00 a.m. The role of the CSRs in the dorms is consistent with the functions listed in the CSO class specification. Given the overlap in duties between the CSO and the Campus Police Officers, some of the tasks performed by the CSRs at the residence halls are the same as those previously completed by commissioned personnel. Other duties are different.

The decision to replace Campus Police Officer dorm patrols with CSRs had a limited impact on their terms and conditions of employment. It did not result in the layoff of any commissioned officers. There is no evidence that it decreased overtime opportunities or otherwise financially impacted members of the Teamsters’ bargaining unit. The end of the memorandum of understanding between HFS and UWPD roughly coincided with the start of the Campus Police Officers’ new annual shift bids. As a result, the officers who would have been assigned to work in the residence halls beginning July 1, 2021, instead bid on other available assignments using the parties’ established practice. The record does not contain evidence showing whether the employees were forced to work different shift times or days than they would have, had the option to work in the dorms still existed.

As of the date of the hearing, the CSRs had not replaced Campus Police Officers in responding to calls for service in any significant way. Between January and November 2021, UWPD received 4,882 calls for service. Of those, 273 were handled by noncommissioned personnel. At most, 14 of the 273—roughly .3 percent—were handled by CSRs. The remainder were handled by the CSOs or other noncommissioned staff. A similar pattern exists in calls for service to the dorms. Between

September 1, 2021, and the date of the hearing, police officers received 205 dispatches to residence halls. In contrast, CSRs received a total of six dispatches.

It is also difficult to say that CSRs are responding to calls that normally would have gone to Campus Police Officers. One union witness testified she had seen CSRs be assigned to “some” burglary calls and a single call involving a person experiencing a mental health crisis. The witness did not identify the approximate date of the calls, the specific nature of the underlying events, or the types of work performed by the CSR upon arriving at the scene. Another witness testified he saw CSRs working two separate locations during football games in 2021. The witness did not explain the work the CSRs were performing or whether he believed it had previously been performed by campus police officers.

The employer’s view about the appropriate role for CSRs continues to evolve. As of the date of the hearing, only four were employed. The employer anticipates, however, hiring more to both fulfill its contractual obligation to HFS and to support Campus Police Officers. Given the evolving nature of the position, it is unclear on this record exactly what duties those CSRs assigned to support police squads will have.

ANALYSIS

Applicable Legal Standard

The threshold question in a skimming case is whether the work that the employer assigned to non-bargaining unit employees was bargaining unit work. If the work was not bargaining unit work, then the analysis stops, and the employer would not have had an obligation to bargain its decision to assign the work. If the work was bargaining unit work, then the Commission applies the *City of Richland* balancing test to determine whether the decision to assign bargaining unit

work to non-bargaining unit employees was a mandatory subject of bargaining. *Central Washington University*, Decision 12305-A (PSRA, 2016).²

The *City of Richland* balancing test weighs the competing interests of the employees in wages, hours, and working conditions against “the extent to which the subject lies ‘at the core of [the employer’s] entrepreneurial control’ or is a management prerogative.” *International Association of Fire Fighters, Local Union 1052 v. Public Employment Relations Commission (City of Richland)*, 113 Wn.2d 197, 203 (1989). Recognizing that public-sector employers are not “entrepreneurs” in the same sense as private-sector employers, when weighing entrepreneurial control the Commission considers the right of a public-sector employer, as an elected representative of the people, to control the management and direction of government. *See Unified School District No. 1 of Racine County v. Wisconsin Employment Relations Commission*, 81 Wis.2d 89, 95 (1977).

If the decision was a mandatory subject of bargaining, then the next question is whether the employer provided the union with notice and an opportunity to bargain the decision. If the employer did not, then the union will have met its burden of proving that the employer refused to bargain by skimming bargaining unit work. *King County*, Decision 12632-A (PECB, 2017).

Application of Standard

The general job duties of the CSRs are the same as those historically performed by the CSOs. The work does not belong to the campus police officers represented by Teamsters. The specific assignment of a CSR to the HUB is similarly not bargaining unit work. Finally, although patrolling the residence halls has been performed by Teamster-represented Campus Police Officers in the past, under the specific facts of this case, the employer’s interest in the direction of its public safety model outweighs the minimal impact the change had on the employees’ terms and conditions of

² The *City of Richland* balancing test was developed under chapter 41.56 RCW. In *Central Washington University*, the Commission explicitly endorsed its application to skimming cases arising under the Personnel System Reform Act.

employment. The decision to utilize CSRs to patrol the dorms was not a mandatory subject of bargaining.

The General Duties of CSRs Do Not Involve Bargaining Unit Work

The threshold question in skimming cases is whether the disputed work belongs to the bargaining unit of employees represented by the complainant. If it does not, the inquiry stops, and the employer has no obligation to bargain. *Central Washington University*, Decision 12305-A. Work that has been commonly performed by both bargaining unit and non-bargaining unit personnel does not belong to the bargaining unit. *Wapato School District*, Decision 12894-A (PECB, 2019); *King County*, Decision 12632-A; *Port of Bellingham*, Decision 12317-A (PORT, 2015); *Washington State University*, Decision 11749-A (PSRA, 2013). The functions outlined in the CSR job posting and draft police manual are consistent with those historically performed by the CSOs. Further, contrary to the union's argument on brief, the record does not support finding that the CSRs have been assigned to patrol the entirety of campus. Instead, consistent with the employer's past practice at the Seattle campus, they are assigned to specific areas. The general duties of the new position do not constitute work within the exclusive jurisdiction of the Campus Police Officers represented by Teamsters.

The HUB Assignment Is Not Bargaining Unit Work

The assignment of the CSR to perform certain security and customer service functions at the HUB similarly did not involve the transfer of bargaining unit work. The tasks performed by the single CSR at the student union building are consistent with those historically performed by the CSOs and CSGs across the employer's Seattle campus. At times in the past the employer has also assigned a UWPD CSO or CSG to work in the HUB in a nearly identical capacity. There is no evidence that Campus Police Officers have performed this specific function in the past. The work does not belong to the Teamster-represented bargaining unit. The employer did not skim bargaining unit work when it assigned a CSR to the location.

*The Reassignment of Dorm Patrols Was Not a Mandatory Subject of Bargaining*³

In contrast to the CSR assigned to the HUB, Campus Police Officers have historically been assigned to patrol the employer's various residence halls. The regular dorm patrols constitute work that belongs to the Teamsters-represented employees. Under *Central Washington University*, Decision 12305-A, the Commission then applies the *City of Richland* balancing test to determine whether the decision to assign bargaining unit work to non-bargaining unit employees was a mandatory subject of bargaining.

The employer's decision to replace armed Campus Police Officers with unarmed CSRs in the residence hall patrols had only a limited impact on the police officers' terms and conditions of employment. It did not impact them financially. At most, it removed two options from the shift bidding system per year affecting three officers at any given time. The record does not detail how any particular officers were impacted. It is possible that, due to the removal of the dorm patrol work, a small number of employees were unable to bid on their preferred assignment. It is also possible, however, that those same employees successfully bid on equally desirable patrol shifts. Either way, the record does not detail the specific impact. Generally, in unilateral change cases, the complainant has the burden to establish that the change made by the employer involves a mandatory subject of bargaining. *Whatcom County*, Decision 7288-A (PECB, 2002). The complainant has failed to do so here.

The union also argues that replacing commissioned Campus Police Officers with CSRs in the dorms affects officer safety. The argument is not persuasive. The risks faced by officers responding to a situation in the dorms is the same whether it is an officer formally assigned to patrol the area or one who is called in response to an emergency. The use of CSRs in the dorms does not meaningfully change this dynamic. Finally, I recognize it is well established that unions have a general interest in preserving bargaining unit work and preventing erosion. *Battle Ground School*

³ The employer's assignment of CSRs to patrol the dorms post-dated the union filing the complaint. The union did not move to amend the complaint either before or during the hearing. Although it could raise due process concerns, the employer did not object to the introduction of this post-complaint evidence and the parties thoroughly briefed the matter. As such, the evidence was admitted, and I have addressed the substantive issue raised by the union here.

District, Decision 2449-A (PECB, 1986). The union's work preservation interest, however, is insufficient on its own to make the decision to reassign certain bargaining unit work a mandatory subject. If it were, every decision to remove bargaining unit work would be mandatory and the second part of the test developed by the Commission in *Central Washington University* would be rendered meaningless. On balance, the overall impact that the decision to reassign the dorm patrol work had on the Campus Police Officers' working conditions is therefore comparatively slight.

In contrast to the limited effects of the change to bargaining unit employees' terms and conditions of employment, the employer demonstrated a strong managerial interest in the overall scope and direction of its public safety model within the residence halls. As an institution of higher education, the employer has a compelling interest in ensuring the comfort and safety of its students. This is particularly true in the residence halls where the students—many of whom are living on their own for the first time—live and work. In the wake of the discussions surrounding policing in 2020, the employer determined that the learning and living environment for students would be better suited by no longer having armed officers patrol the dorms. The employer's interest in fostering such an environment is closely tied to its overall educational mission. Given the unique facts presented here, in balancing the competing interests, I find those of the employer predominate. The decision to change its public safety model by replacing armed Campus Police Officers with unarmed, non-commissioned CSRs in the residence halls was not a mandatory subject of bargaining.

My conclusion that the employer was not obligated to bargain over the change in its public safety model is limited to the facts of this case. The determination about whether a particular topic is a mandatory subject of bargaining is made on a case-by-case basis and involves balancing the facts of each specific situation. *City of Everett (International Association of Fire Fighters, Local 46)*, Decision 12671-A (PECB, 2017), *aff'd*, *City of Everett v. Public Employment Relations Commission*, 11 Wn. App. 2d 1 (2019). A similar change made by another employer in a different context may result in a different outcome. Likewise, this decision is based upon the record before me. The employer explained during the hearing that the CSR position may continue to evolve. In the event the duties or role of CSRs in the future supplant those of Campus Police Officers in a more meaningful way than was present at the time of the hearing, the union may have a stronger claim that a skimming violation occurred. This decision does not preclude the union from filing

an unfair labor practice complaint in the future over a similar claim in light of changed circumstances. Nevertheless, the current record is insufficient to support finding a violation.

CONCLUSION

The general job duties of CSRs do not involve work exclusively performed by the Teamsters-represented Campus Police Officers. The creation of the working title within the CSO classification did not involve transferring any bargaining unit work. The assignment of a CSR to the HUB similarly did not implicate work historically performed by police officers. Finally, the employer's decision to revise its public safety model in the residence halls and replace armed police patrols with unarmed CSRs was not a mandatory subject of bargaining. The complaint is dismissed.

FINDINGS OF FACT

1. The University of Washington (employer) is an institution of higher education within the meaning of RCW 41.80.005(10).
2. Teamsters Local 117 (Teamsters) is an employee organization within the meaning of RCW 41.80.005(7).
3. The employer's flagship campus is in Seattle. Additional campuses are located in Bothell and Tacoma. It also operates several acute care hospitals in Seattle, including the University of Washington Medical Center, Harborview Medical Center, and University of Washington Medical Center Northwest.
4. Public safety functions at the University of Washington are carried out by different departments and classifications of employees. The University of Washington Police Department (UWPD) provides the most comprehensive range of services at the employer's Seattle campus. The UWPD employs, among other types of employees, fully commissioned Campus Police Officers.
5. Teamsters represents Campus Police Officers below the rank of sergeant.

6. The job duties of the Campus Police Officers are varied. They are responsible for performing general duty police work to protect life and property; enforcing laws and ordinances; maintaining order; and preventing and investigating crime. They are considered general authority peace officers, have arrest powers, and carry firearms.
7. Historically, a limited number of Campus Police Officers were responsible for patrolling the employer's residence halls during the evenings pursuant to an agreement between the UWPD and the UW Department of Housing and Food Services (HFS). A total of three officers were assigned to the dorms. One worked Sunday through Tuesday, all three worked Wednesday, and two worked Thursday through Saturday.
8. Other public safety services are provided by employees working in the Campus Security Officer (CSO) and Campus Security Guard (CSG) classifications. They are not commissioned law enforcement officers and do not have arrest powers. Instead, they are responsible for performing general duty security work, and they fulfill an "observe and report" function. In the event they see a potential crime in progress they are not expected to intervene. Instead, they report the matter to the employer's dispatch center. The CSOs and CSGs work in a range of locations.
9. Some of the job duties of the CSOs and Campus Police Officers overlap.
10. Representation of the CSOs and CSGs is split between two unions based on work location. The CSOs employed at Harborview Medical Center are represented by the Washington Federation of State Employees. Other CSOs and CSGs employed in Tacoma, Bothell, the Seattle campus, and the University of Washington Medical Center are represented by SEIU Local 925.
11. Following the murder of George Floyd, the employer was faced with demands from students, faculty, staff, and community members to evaluate its approach to policing on campus. The Black Student Union issued a set of demands that included, among other things, that the employer "Disarm and Divest from UWPD." University of Washington President Ana Mari Cauce responded to these concerns in a letter on September 8, 2020.

12. On September 15, 2020, Ashlee Hooten, a Labor Relations Negotiator for the employer, emailed Teamsters regarding Cauce's message. Hooten explained, "UWPD is working on new job specifications for Public Safety Officer Positions (SEIU 925 represented) and the Employer will be in touch as that process gets further along, fulfilling all notice and bargaining obligations."
13. The UWPD contacted the employer's classification and compensation office as part of its effort to develop the new position. After reviewing the anticipated job duties, which included patrolling particular areas, observing, and reporting, the employer determined that it did not need to create a new class specification. Instead, the employer decided the work fit within the existing CSO specification. Given the work assignments that the employer anticipated employees in the new position would perform, it opted to designate the Campus Safety Responder (CSR) as a working title within the CSO class specification. Because the CSOs working on the employer's Seattle campus are represented by SEIU, the employer further determined that any employees hired into the CSO position with the CSR working title would be included in the SEIU bargaining unit.
14. The employer posted for the first CSR position on September 29, 2020. The vast majority of the substantive job duties contained in the posting were nearly identical to the duties contained in the CSO class specification.
15. There was some overlap between the job duties in the CSR job posting with the duties of the Campus Police Officer class specification. Those areas of overlap, however, are also shared by the CSO class specification and pre-date the development of the CSR position.
16. Given the small number of CSRs, as of the date of the hearing they have been deployed by the employer in limited ways. One CSR is assigned to work at the Husky Union Building (HUB). The CSR at the HUB provides some general security and customer service functions. UWPD CSOs or CSGs have been assigned to perform similar functions at the HUB in the past. There is no evidence that the role of the CSR assigned to the HUB is substantially different than that of previous non-commissioned personnel in the same work location.

17. The other CSRs work within the residence halls. In both assignments, the CSRs fill an “observe and report” function. They do not, and are not authorized to, perform law enforcement duties.
18. Just as the university was reevaluating its approach to policing, HFS also reviewed the role of police in residence halls. Around March or April 2021, HFS informed UWPD that it would not renew its agreement for an armed police presence. Instead, HFS explained to the UWPD that “they were going to reimagine” their plan for public safety. This approach included eliminating armed police patrols, hiring in-house social workers to assist students in crisis, and utilizing CSRs for some functions. HFS then renegotiated its agreement with the UWPD for security services. The new agreement is effective August 1, 2021, to June 30, 2022. Under the agreement, rather than providing police officers, the UWPD supplies a small number of CSRs to patrol the residence halls. Two CSRs are required to be on duty seven days a week between the hours of 8:00 p.m. and 4:00 a.m.
19. The role of the CSRs in the dorms is consistent with the functions listed in the CSO class specification.
20. The decision to replace Campus Police Officer dorm patrols with CSRs had a limited impact on their terms and conditions of employment. It did not result in the layoff of any commissioned officers. There is no evidence that it decreased overtime opportunities or otherwise financially impacted members of the Teamsters’ bargaining unit. The end of the memorandum of understanding between HFS and UWPD roughly coincided with the start of the Campus Police Officers’ new annual shift bids. As a result, the officers who would have been assigned to work in the residence halls beginning July 1, 2021, instead bid on other available assignments using the parties’ established practice. The record does not contain evidence showing whether the employees were forced to work different shift times or days than they would have, had the option to work in the dorms still existed.
21. As of the date of the hearing, the CSRs had not replaced Campus Police Officers in responding to calls for service in any significant way.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 41.80 RCW and chapter 391-45 WAC.
2. By its actions described in findings of fact 3-21, the employer did not violate RCW 41.80.110(1)(e) by skimming Campus Police Officer bargaining unit work without providing the union an opportunity for bargaining.

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is DISMISSED.

ISSUED at Olympia, Washington, this 1st day of March, 2022.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in blue ink, appearing to read 'Michael Snyder', is written over the printed name.

MICHAEL SNYDER, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



RECORD OF SERVICE

ISSUED ON 03/01/2022

DECISION 13483 - PSRA has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

BY: AMY RIGGS

CASE 133414-U-21

EMPLOYER: UNIVERSITY OF WASHINGTON

REP BY: BANKS EVANS III
UNIVERSITY OF WASHINGTON
4300 ROOSEVELT WAY NE
PO BOX 354960
SEATTLE, WA 98195-4960
bankse@uw.edu

JENNIFER K. SCHUBERT
OFFICE OF THE ATTORNEY GENERAL
UNIVERSITY OF WASHINGTON DIVISION
4333 BROOKLYN AVE NE 18TH FL
PO BOX 359475
SEATTLE, WA 98195
jennifer.schubert@atg.wa.gov

PARTY 2: TEAMSTERS LOCAL 117

REP BY: FALLON SCHUMSKY
TEAMSTERS LOCAL 117
14675 INTERURBAN AVE S STE 307
TUKWILA, WA 98168
fallon.schumsky@teamsters117.org

EAMON MCCLEERY
TEAMSTERS LOCAL 117
14675 INTERURBAN AVE S, STE 307
TUKWILA, WA 98168
eamon.mccleery@teamsters117.org