

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Safety

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

3.2 Off-Duty Employment

- A. Law enforcement is a career that requires participants to devote their full energies to the work and lifestyle that is found therein. While economic or diversified interests may compel other activities for pay or experience, it is expected that the overriding loyalty of each employee will remain with the Washington State University Police Department. So that each employee is aware of what the Department perceives as proper perspective for relating career endeavors to off- duty work or related activities, the following guidelines have been established.
- B. The University will not interfere with the employees in the bargaining unit obtaining off-duty employment or performing volunteer services providing such employment/services shall not:
 - 1. Interfere with the employee's work performance;
 - 2. Extend or place the University's liability in jeopardy;
 - 3. Be a violation of the Washington State Ethics Law;
 - 4. Involve use of University equipment or the official WSU police uniform; or
 - 5. Creates a potential conflict of interest with department operations.
- C. If an off-duty employment situation is held by a member of this bargaining unit and later found to violate any provision stated in 3.2.B above, the employee will be required to terminate such employment/service.

- D. Employees directed to report for work will do so regardless of their off duty employment situation.
- E. Employees shall notify the Chief of any outside employment.

3.3 **Off-Campus Break Facilities**

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

3.4 **Liability Protection**

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