

ARTICLE 4
EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 GENERAL RIGHTS AND RESPONSIBILITIES

- A. The University will provide a fair and equitable working environment with equality of opportunity, consideration and treatment for all employees.
- B. An employee will not knowingly perform or be required to perform any work in violation of any federal, state, or local laws.
- C. Employees may engage in off-duty employment that does not interfere with the performance of or conflict with their assigned duties. Outside employment activities will not be performed during an employee's work time.
- D. No personnel or equipment, facilities, supplies, or services owned or provided by the University will be used in conjunction with outside employment.
- E. An employee must notify their supervisor as soon as the employee becomes aware of any condition that affects their ability to perform assigned duties.
- F. Employees may be responsible for University property that is stolen, lost, misused, abused, or damaged when there is evidence of a negligent or deliberate act/failure to act by the employee. This will include University issued credit cards or any other procurement authority. If University tools, equipment, materials, or supplies are stolen, lost, misused, abused, or damaged through no fault of the employee, the employee will not be held accountable.
- G. The University will consider requests for reimbursement or replacement for an employee's personal property which is damaged by accidents or incidents beyond the control of the employees while said personal property is being used in the performance of their duties.
- H. Employees may, upon prior approval by their supervisor, use personal tools in the proper performance of their work. All approved tools will be jointly inventoried and inspected by the employee and supervisor prior to being used. Employees are responsible for personal tools used for work assignments. Upon completion of work assignments or at the end of the work day, the employee's personal tools are to be either secured or removed from the premises by the employee in such a manner

as to ensure their safekeeping. The University will reimburse or replace an employee's personal tools that have been approved and inventoried which are lost, damaged by accidents or other incidents beyond the control of the employee while being used in the performance of their duties. Determination of whether the incident was beyond the control of the employee will be made by the employee's supervisor/manager. Employees may seek reimbursement, in accordance with RCW 4.92.100, for personal property damaged or stolen in the performance of their duties.

- I. The University will determine standards of dress for the position or duties required. Uniforms, when required by the University, will be furnished, laundered/cleaned, and maintained by the University at no cost to the employee.
- J. Where uniforms are required by the University two (2) bargaining unit members will be invited to participate in the uniform selection process. The selection process will consider a range of criteria including but not limited to, safety, durability, practicality, comfort, and cost.
- K. Prior to an employee's last day of work, the employee will return all University property (for example, tools, equipment, clothing, keys).
- L. Employees will not use University resources or facilities for non-work related purposes. This does not preclude use of the telephone, fax, and e-mail for representational activities or de minimis personal use if the communication is brief in duration and it does not disrupt or distract from University business. Nor does this preclude the use of University facilities on the same terms and conditions available to other University employees, private organizations or citizens.
- M. The University will provide access to a University Network ID and password for each employee for the purpose of accessing University business related information such as the employee's payroll and personnel data, e-mail and University communications.
- N. The University may provide a cell phone for use by employees for official business when official business cannot be accommodated by the use of a land line telephone, pager, or radio, as determined by the supervisor/manager. The University shall not require or coerce an employee to use their own personal cell phone for official

University business.

- O. No deductions will be made from an employee's paycheck without an appropriate court order, authorization allowed by law, or written permission from the employee.
- P. The University, the Union, and employees covered by this Agreement are committed to maintaining an environment that is free from all acts or threats of violence perpetrated by or against employees, students, or members of the public.
 - 1. While on University property or while conducting University business at other locations, individuals are prohibited from subjecting other individuals to any violence or threat of violence.
 - 2. Violent action on University property or facilities, or while on University business, will not be tolerated or ignored. Individuals who engage in violent or threatening behavior may be:
 - a. Removed from the premises;
 - b. Subject to disciplinary action, up to and including dismissal or expulsion; and/or
 - c. Subject to arrest and criminal prosecution.
 - 3. Interference with a complaint or the investigation process is prohibited and may constitute a violation of this Article. Interference includes, but is not limited to, actions that dissuade or attempt to dissuade complainants or witnesses from reporting or participating in an investigation, or actions that delay or disrupt, or attempt to delay or disrupt, an investigation. Retaliation against any person for bringing forward or participating in the investigation of a complaint under this Article is prohibited. Such acts may form independent grounds for taking appropriate corrective or disciplinary action against the perpetrator.
- Q. Employees will have the right to request Union representation as provided for in this Agreement.
 - 1. Employees will obtain prior approval from their supervisor, when they wish to discuss a matter with a Union representative or steward in a manner that will require more than de minimis time away from work; with supervisor approval, employees will be granted reasonable time to discuss matters with

a Union representative or steward. Absent prior approval from their supervisor, employees are expected to do so during rest breaks and time off.

- R. When employee records are the subject of a public disclosure request under RCW 42.56, the University will notify the employee of the request at least seven (7) days in advance of the intended release date. On the employee's request, the University will provide a copy of the public disclosure request.
- S. **Employment of Relatives and Family Members:** Employment of relatives and family members will be managed in accordance with BPPM 60.14 Nepotism. BPPM 60.14 is an appendix to this Agreement.

4.2 DRUG AND ALCOHOL FREE WORKPLACE

Fitness for duty: All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

- A. **Possession or Use of Alcohol and Illegal Drugs:** In accordance with the requirements of the Federal Drug-Free Schools and Communities Act Amendments of 1989, and the Drug-Free Workplace Act of 1988, employees are strictly prohibited from the unlawful possession, use, distribution, or manufacture of alcohol, or controlled substances that are illegal under federal, state, or local law, on University owned or controlled property or during University sponsored activities, except for when authorized by the University.
- B. **Prescription and Over-the-Counter Medications:** Employees taking physician-prescribed or over-the-counter medications, including medical marijuana, if there is a substantial likelihood that such medication will affect job safety, must notify Human Resource Services of the fact that they are taking a medication and the side effects of the medication before performing any potentially impacted duties.
- C. **Drug and Alcohol Testing, Commercial Driver's License:** The University and the Union recognize that the University is required to perform drug and alcohol testing for employees who hold a Commercial Driver's License (CDL) as a requirement of their employment with the University.
- D. **Drug and Alcohol Testing - Post Accident:** Employees covered by this Agreement will be subject to post accident drug and alcohol testing if other University employees are subject to post accident testing. Prior to enacting post

accident testing for employees covered by the Agreement, the University and the Union will develop a MOU, or other mutually agreed upon method, to address the process and any impacts to employees.

E. **Testing**

1. When an employee must submit to drug or alcohol testing when required by the University per 4.2.C or 4.2.D, arrangements will be made for the collection of a sample. A refusal to test is considered the same as a positive test. The cost of all testing, including the employee's salary, will be paid by the University. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. University employees will not be utilized to conduct the testing. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the University's expense.
2. An employee testing positive, or using illegal drugs or alcohol on the job, will on the first occurrence, receive a mandatory referral to the University's Employee Assistance Program. Within ten (10) working days the employee must provide proof to Human Resource Services of having undergone assessment screening for substance abuse. On a monthly basis, the employee must furnish Human Resource Services with proof of their continuing participation in the recommended treatment until completed.

F. **Self-Reporting and Treatment:** An employee self-reporting substance abuse or requesting University assistance for substance abuse will be immediately referred to the University's Employee Assistance Program. Within ten (10) working days the employee must provide proof to Human Resource Services of having undergone assessment screening for substance abuse. On a monthly basis, the employee must furnish Human Resource Services with proof of their continuing participation in the recommended treatment until completed.

G. Should federal or state law either change or impose new requirements for drug and/or alcohol testing for employees covered by this Agreement, the University

agrees that it will negotiate the impact with the Union.

- H. If appropriate, the University may sanction the employee in accordance with Article 10.

4.3 HEALTH AND SAFETY

- A. The University will provide a work environment in accordance with safety practices and standards established by applicable federal and state governing agencies and University policy. Employees, the University, and the Union have a shared responsibility for workplace safety and will endeavor to maintain safe and healthful working conditions.
- B. The University and employees will comply with all safety practices and standards established by the University including wearing and/or using provided safety devices, personal protective equipment and apparel.
- C. **Safety Committees:** Safety committees are established and conducted in accordance with WAC 296-800-13020. Employees will participate in the University-wide safety committee structure. An official Union representative will serve on the Presidential Safety, Health and Security Committee. Employees will participate in department and other appropriate unit level safety committees in accordance with this Article.
 - 1. The Union will elect their own Employee representatives to one-year terms on the Presidential Safety, Health and Security Committee.
 - 2. The committee will meet regularly but not less than every two (2) months. The meetings will be for one (1) hour or less, unless extended by a majority vote of the committee.
 - 3. Committees will cover the following topics; review safety and health inspection reports to help correct safety hazards; evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected; evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed; bring forward safety items of concern; document attendance; write down subjects discussed; prepare minutes and preserve them for one year.

4. Approved committee minutes will be posted on designated safety bulletin boards
 5. Attendance at safety committee meetings will be considered time worked.
- D. **Safety Meetings:** As determined necessary by the University, employees will participate in safety meetings. There will be at least one designated Employee representative on their unit safety committee.
1. Safety meetings will be utilized to communicate safety related information, provide training, to discuss issues relating to the campus-wide safety program; review safety and health inspection reports to help correct safety hazards; evaluate the accident investigations conducted since the last meeting to determine if the cause(s) of the unsafe situation was identified and corrected; evaluate the workplace accident and illness prevention program and discuss recommendations for improvement, if needed; bring forward safety items of concern; document attendance; and write down subjects discussed.
 2. Attendance at safety meetings will be considered time worked.
- E. When required by assigned tasks, special clothing or equipment meeting American National Standards Institute (ANSI) standards will be provided by the University when Washington Industrial Safety and Health Act (WISHA) standards require such. Throughout the term of this Agreement, the University will continue to provide prescription safety glasses and protective footwear in the same manner as currently provided.
- F. The University will not require nor will an employee work in an unsafe environment. Such environments will be promptly reported and duly investigated.
- G. Nothing in this Agreement will interfere with the University's ability to act immediately to resolve a known hazard or impending danger to its employees.

4.4 POLYGRAPH TESTING

The University will not utilize any polygraph examinations and/or their results in any personnel action.