

## ARTICLE 28

### HEALTH & SAFETY

#### Safe Conditions

- 28.1 The Employer recognizes the importance of safe and healthful working conditions and shall make a reasonable effort to provide such to its employees.
- 28.2 The Employer and the employees shall comply with state and federal health and safety laws and regulations. The employees shall also comply with campus safety rules and regulations. This provision shall not be subject to the arbitration procedure of this Agreement.
- 28.3 Safety equipment, protective clothing, and tools shall be provided at no cost to an employee when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment may include, but is not limited to, safety glasses, respirators, masks, ear protectors, hard hats, harnesses, protective clothing required by federal or state regulations, safety shoes and gloves. When provided, such equipment shall be worn/used by the employee when appropriate.
- 28.4 The Employer may establish a uniform program so long as an employee's participation in the uniform program is voluntary.
- 28.5 An employee who observes or detects any health or safety hazard shall report it to the appropriate administrator as soon as possible. When appropriate the administrator will notify the Safety Steward of the reported health or safety hazard.
- 28.6 When an employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions or without adequate safety equipment and clothing, he/she shall notify the appropriate administrator.
- 28.7 The appropriate administrator or environmental Health and Safety Officer shall investigate as soon as possible the alleged unhealthy or unsafe conditions or lack of safety equipment and clothing (see provisions 28.3 and 28.6 above) and shall immediately communicate with the employee and the Safety Steward and the Chief Steward in the absence of the Safety Steward

as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

- 28.8 An employee may take out of service or shut down a machine when he/she considers it unsafe while reporting this condition to the appropriate administrator. If in good faith the employee believes continued operation of such a machine presents a clear danger to his/her health and safety, he/she may request a temporary reassignment pursuant to provision 28.6.
- 28.9 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary assignment shall continue until a remedy is implemented.

#### Safety Committees

- 28.10 There shall be a Teamsters Local 2010 (Unit 6) Safety Committee consisting of an equal number of management and employee representatives. The Union shall designate its representatives. Appointed representatives from management and the Union shall meet on a monthly basis or by mutual agreement. The purpose of these meetings is to recommend to the campus Plant Director, Environmental Health and Safety Office, and/or the Plant Operations Safety Committee safety regulations, guidelines, training programs, and necessary corrective action concerning conditions associated with the work environment. The Union may seek other remedies provided by law if the reasonable recommendations regarding corrective action are not implemented by the Employer within a reasonable period of time.
- 28.11 If a campus has a Plant Operations Safety Committee, a reasonable number of Unit 6 employee representatives may serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings.
- 28.12 One campus employee from the bargaining unit shall be designated by Teamsters Local 2010 as the Safety Steward to represent the safety interest of bargaining unit employees. Such representation shall include membership on the existing campus wide and Teamsters Local 2010 (Unit 6) safety committees. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campus wide safety committee when appointed by means other than those provided in this provision. Other duties shall be as described in the Side Letter of Agreement.

- 28.13 The parties agree to continue the Joint System-wide Health & Safety Committee (JHSC), which will consist of twelve members, six of whom shall be selected by and represent the California State University and six of whom shall be selected by and represent Teamsters Local 2010. The roles and responsibilities of this committee are delineated in the Memorandum of Understanding in Appendix D1.
- 28.14 On the campuses, the person designated in provision 28.12 above as the Teamsters Local 2010 representative on safety issues will function as the Safety Steward.
- 28.15 Up to sixteen (16) hours of non-reimbursable release time will be provided at each campus to attend annual safety training sponsored by the Joint System-wide Health & Safety Committee. CSU will pay any cost for the training. Teamsters Local 2010 will pay the employee's travel costs.

#### On the Job First Aid/Medical Treatment

- 28.16 Adequate first aid equipment for the treatment of minor injuries shall be available at appropriate locations. Upon request of the employee, the Employer shall make arrangements to provide transportation for employees requiring medical treatment for on-the-job accidents or illnesses.

#### Campus Injury Reporting

- 28.17 All work-related injuries and illnesses shall be reported immediately to the appropriate administrator. When a Supervisor's injury report is filed, the Safety Steward shall be notified of the reported injury or illness.

#### Statewide Injury Reporting

- 28.18 Quarterly the Chancellor's Office will provide, to the Teamsters Local 2010 members of the systemwide safety committee meeting, a list of the Worker's Compensation reportable injuries reported by Unit 6 employees during the quarter. The information shall include the classifications of the employees reporting the injuries and a brief description of how the accident occurred based on the JHSC approved guidelines.

## Asbestos/Hazardous Waste

- 28.19 The CSU shall endeavor to utilize non-bargaining unit personnel to remove asbestos which is currently identified by the CSU for priority removal. However, in the event that CSU desires to utilize University personnel on any campus to perform any asbestos-related duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, then the CSU may utilize qualified Bargaining Unit 6 employees in any classification to perform such work subject to the following procedure:
- a. On CSU campuses where Bargaining Unit 6 employees are qualified to perform such work, the University shall first endeavor to utilize qualified employees who have expressed a desire to perform such work. When there are an insufficient number of qualified employees desiring to perform such work, the CSU shall assign this work to qualified employees who shall not decline such assignments, subject to the other provisions of this article.
  - b. On CSU campuses where the University determines that an insufficient number of employees are qualified to perform such work, the University shall first endeavor to utilize employees who have volunteered to become qualified to perform such work. Once said volunteers are qualified, the CSU may assign such work to these, as well as to other qualified employees, who shall not decline such assignments, subject to the other provisions of this Article.
  - c. In the event that there are an insufficient number of employees desiring to become qualified to perform such work, then the CSU shall assign employees to first, become qualified to perform such work, and second, to then engage in such work assignments. The employees shall not decline such assignments, subject to the other provisions of this Article.
  - d. This provision shall not prohibit qualified bargaining unit employees from performing asbestos-related duties that are necessary in order to complete their normal duties.
  - e. This provision shall supersede all existing campus asbestos-related work assignment practices or policies.
  - f. Payment for the performance of such duties shall be as provided in Article 24, Salary.
  - g. For the purpose of this article, the term "qualified" shall be defined as either "EPA-Certified" or "CAL-OSHA" approved training for asbestos-related work.
- 28.20 The decision to contract out asbestos-related work is the prerogative of the CSU and shall not be subject to the requirement of provision 4.1 of the Agreement to make every reasonable effort to perform such work in-house.

28.21 The Employer shall have available on each campus the Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information shall be provided to the Union upon the Union's written request and within the requirements of the law.

### Safety Training

28.22 When the CSU desires to utilize training provided by the Union in hazardous waste handling Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training. When the Union agrees to provide such training it shall be provided at no cost to the CSU for such employees.

28.23 When the CSU desires to utilize training provided by the Union in asbestos handling and abatement, Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training.