

## **Proposed Safety and Health Contract Language for**

### **1. General Duty Article**

- *Occupational health and safety is a mutual concern of \_\_\_\_\_ and CSEA. Employees or the Union shall report safety and health concerns of which they are aware to their supervisor. The Employer shall comply with applicable federal, state and local safety laws, rules, and regulations. Nothing in this Agreement shall imply that CSEA has assumed legal responsibility for the health and safety of employees. The employer will provide a workplace free of recognized hazards and provide for a process to identify and address workplace hazards.*

### **2. Labor Management Safety and Health Committee**

- *\_\_\_\_\_ and CSEA shall establish a Labor/Management Health and Safety Committee. The committee shall be composed of an equal number of representatives appointed by each party and shall be co-chaired by a CSEA and an Employer representative. The general responsibility of the committee will be to promote a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and education programs. To fulfill this responsibility, the committee shall:*
  - Meet at least quarterly.*
  - Conduct inspections to find and evaluate hazards, and to offer recommendations for control of potential health and safety hazards.*
  - Appoint members, as needed, from the area of concern from CSEA to go on inspections.*
  - Receive copies of all injury and illness reports, lists of toxic materials and exposure records.*
  - Promote health and safety education.*
  - Maintain and review minutes of Health and Safety Committee meetings.*

*Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties and shall also be allowed paid time off for training relating to health and safety.*

### **3. Personal Protective Equipment and Clothing**

- *Personal protective clothing and equipment shall be furnished and maintained by \_\_\_\_\_ without cost to employees whenever such equipment is required as a condition of employment or is required by OSHA or another regulatory agency designed to protect employees from potential injury to the head, eye, face, ear, respiratory system, torso, arm, hand or finger, leg, foot or toe.*

## **Proposed Safety and Health Contract Language for**

### **4. Communicable Diseases**

- \_\_\_\_\_ shall provide information and training to employees on communicable diseases to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. \_\_\_\_\_ shall make appropriate vaccinations available to employees who are at risk of occupational exposure to infectious agents.

### **5. Workplace Violence**

- \_\_\_\_\_, in cooperation with CSEA, shall develop a comprehensive workplace violence prevention program that includes:
  - i. A written policy and program;
  - ii. Review of applicable records and information;
  - iii. A review of applicable procedures for risk factors;
  - iv. A physical workplace evaluation and risk determination;
  - v. Implementation of control measures following the OSHA's Hierarchy of Controls;
  - vi. Training;
  - vii. A reporting system to record incidents;
  - viii. A notification system to alert employees of danger;
  - ix. Annual program review for effectiveness.

### **6. Right to Refuse Dangerous Work**

- An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm to the employee. \_\_\_\_\_ shall not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Employer correct the hazardous conditions but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger of death or serious harm. An employee who has refused in good faith to perform assigned tasks shall retain the right to continued employment and receive full compensation for the tasks that would have been performed.

### **7. Safe Patient / Student Handling**

- Patients / Special needs student handling and movement present a significant risk to employees performing manual lifting and positioning task. \_\_\_\_\_ and CSEA will mutually work together to develop, implement and maintain a safe patient / student handling program to lower injury rates and lost work days due to manual handling tasks.

## **Proposed Safety and Health Contract Language for**

---

### **8. Advance Notice of Planned Construction or Renovations**

- Where local management is aware of a planned renovation, repair or new construction, every reasonable effort will be made to provide advance notice to and discuss with the local CSEA leadership.