

ARTICLE 19
SAFETY AND HEALTH

19.1 The Employer and the employee have a responsibility for workplace safety and health.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <http://www.lni.wa.gov/safety>. Safety committees will be established in accordance with Washington Administrative Code. The Safety Officer's name and phone number will be posted on WISHA workplace posters.

B. Employees will comply with all safety and health practices and standards established by WISHA and the Employer. The Employer's standards will not be lower than those established by WISHA.

C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner.

D. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers, students, and the public to contagious conditions that could jeopardize the health of others. When an employee self-reports that they have a contagious health condition, upon determination and approval by the Employer that the employee is able to work at home or an approved alternative location and if the employee requests to work at home or an alternative location, the employee may be assigned to work from home or the alternative work location; otherwise, the Employer may require the employee to use leave.

E. Grievances concerning safety conditions will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries.

1 **19.2** The Employer will determine and provide the required safety devices, personal
2 protective equipment and apparel, and ergonomic equipment that employees will
3 wear and/or use.

4 A. Employees shall wear or use Employer-provided safety equipment
5 appropriate to the situation when working in an environment for which the
6 safety equipment is required, and employees shall be furnished notice of
7 such safety equipment requirements in writing.

8 B. Each employee shall be responsible for the safe operation and for the
9 preventative maintenance of all assigned equipment within the resources
10 provided by the Employer.

11 C. The Employer will provide employees with appropriate orientation and/or
12 training to perform their jobs safely.

13 **19.3** Smoking is prohibited within Employer facilities, buildings, and vehicles.

14 **19.4** If the Employer determines there is a valid threat to the health and well-being of
15 employees, the Employer will follow its written emergency and/or evacuation
16 procedures.

17 **19.5** Each agency will form joint safety committees in accordance with WISHA
18 requirements at each permanent work location where there are eleven (11) or more
19 employees.

20 **19.6** Safety committees will consist of employees selected by the Union and Employer-
21 selected members and may additionally include volunteer, non-management
22 members. For purposes of this Section, Employer-selected shall mean “Employer-
23 required participants” and shall not include volunteer members. For purposes of
24 this Section, Employer-selected shall mean “Employer-required participants” and
25 shall not include volunteer members. The number of employees selected by the
26 Union must equal or exceed the number of Employer-selected members. The

~~number of Union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. The composition of the safety committee will be determined by one of two methods, whichever method results in greater Union-designated representation:~~

A. The number of employees selected by the Union must equal or exceed the number of Employer-selected members; or

B. The number of Union-designated employee representatives on the committee(s) must be proportionate to the number of employees represented by the Union at the permanent work location.

Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

In those cases where the Union has attempted to provide Union-designated representatives for a safety committee and has been unable to do so, the Union may contact the agency to request assistance in providing notice of safety committee nominations. If the Union is still unable to provide representatives to the Employer, then the Employer and the Union together will hold an election and will appoint those elected representatives.

19.7 The Employer will follow its practices regarding blood-borne pathogens.

19.8 When an employee(s) worksite is impacted by a critical incident, the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the agency.

1 **19.9 Ergonomic Assessments**

2 At the request of the employee, the Employer will ensure that an ergonomic
3 assessment of the employee's workstation is completed by a person trained to
4 conduct ergonomic assessments. Such employee requests should be made in
5 writing. The Employer will ensure that an ergonomic assessment of the employee's
6 workstation is scheduled, or that the employee is provided with the materials and
7 support to conduct a self-assessment of their workstation which will be reviewed
8 by a trained person, within thirty (30) business days from the receipt of the request
9 for assessment. The Employer will complete the assessment as soon as operational
10 needs allow, but not later than sixty (60) business days from the date of receipt of
11 the request. Solutions to identified issues/concerns will be implemented within
12 available resources.

13 **19.10 Air Quality Assessments**

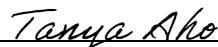
14 Air quality concerns brought to the Safety Committee will be evaluated and
15 processed in accordance with Section 19.6.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union



Tanya Aho, Labor Relations Manager
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Compensation Policy Section



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