

## **ARTICLE 10 – HEALTH AND SAFETY**

### **10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy workplace for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

### **10.2 Health and Safety Committees**

A. The parties agree that Joint Union Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.

C. Employees appointed to serve on the committee shall serve without loss of compensation.

D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union Management Health and Safety Committee.

### **10.3 Occupational Hazards**

When an employee in good faith believes that the employee is being required to work where an immediate and recognizable threat to the employee's health and safety exists, the employee will so notify the

employee's supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with the employee's assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

#### **10.4 Injury and Illness Prevention Programs (IIPP)**

A. Each department shall establish, implement, and maintain an IIPP. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

#### **10.5.11 Health and Safety Education and Training (Unit 11)**

- A. Where the State identifies a need, the State will provide health and safety information to all employees as a part of an on-going program of health and safety awareness and education. Such information may be reviewed and updated annually with input from the departmental Joint Union Management Health and Safety Committee(s).
- B. Employees may request to receive additional job-specific health and safety training as needed and deemed appropriate by the State.
- C. Where departmental Joint Union Management Health and Safety Committee(s) have been formed, information regarding Health and Safety Education Training may be an appropriate topic of discussion in these meetings. The departments agree to consider health and safety education and training recommendations issued by these joint committee(s).

#### **10.5.17 Safety Orientation (Unit 17)**

- A. Unit 17 employees in twenty-four (24) hour facilities shall be provided orientation which includes safety policies, procedures, cardiopulmonary resuscitation (CPR), and the use of safety devices, within forty-five (45) days of hire.

- B. Safety orientation in other facilities shall be provided within forty-five (45) days; however, CPR training will be made available within twelve (12) months of hire.
- C. The State recognizes the importance of Safety Orientation for new employees. Issues related to delays of providing the appropriate orientation for new employees, shall be brought forward by SEIU pursuant to Article 5.10 (Labor Management Committees) and resolved in a problem solving context.

#### **10.5.20 Safety Orientation (Unit 20)**

The State shall endeavor to provide Unit 20 employees in twenty-four (24) hour facilities orientation which includes: safety policies, procedures, CPR and the use of safety devices within forty-five (45) days of hire and will provide this orientation no later than five (5) months from date of hire.

The State recognizes the importance of Safety Orientation for new employees. Issues related to delays of providing the appropriate orientation for new employees, shall be brought forward by SEIU pursuant to Article 5.10 (Labor Management Committees) and resolved in a problem solving context.

#### **10.5.21 Health Promotion Activities (Unit 21)**

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow WWG 2 employees up to one full hour of administrative time-off (ATO) per month, to participate in State sponsored on-site health promotion activities.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site; seminars, demonstrations, exercise or

physical fitness classes, educational forums, blood drives, and flu immunizations.

### **10.6 Emergency Evacuation Procedures**

A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees. The program shall be reviewed every two years to identify current trends and best practices.

B. Each department shall conduct annual training, and provide training upon implementation of the plan, for any changes to the plan, or for changes to the scope of the employees' responsibilities.

C. Any concerns arising from this section may be addressed by either party by raising the issues to the health and safety committees established under Article 10.2, Health and Safety Committees.

D. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

### **10.7 Protective Clothing (Excludes Units 17 and 21)**

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.

B. "Protective Clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of the employee's duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at the employee's expense.

#### **10.7.17 Protective Clothing and Equipment (Unit 17)**

A. When the State determines and requires protective clothing to be worn or equipment to be used, the State shall provide the protective clothing and equipment. Protective clothing provided pursuant to this section is State owned or leased property which will be maintained as the State deems necessary.

B. When protective clothing or equipment is provided, the employee shall wear or use the protective clothing and equipment in accordance with instructions provided by the

State. Employees using State provided protective clothing or equipment shall be held responsible for the loss of and/or damage to the protective clothing and equipment other than that incurred as a result of normal wear or through no fault of the employees. If the protective clothing or equipment is determined by the State to be defective or of inadequate quality to afford proper protection or damaged to such a degree as to impair proper protection, the State shall provide replacement or repaired protective clothing and equipment at no cost to the employees.

#### **10.7.21 Protective Clothing (Unit 21)**

- A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective Clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of the employee's duties and/or which is required for the employee to protect the employee's body from possible injury.
- B. Protective clothing provided pursuant to this Section is State owned or leased property which will be maintained as the State deems necessary.
- C. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at the employee's expense.
- D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

#### **10.8.14 Protective Clothing Program at Office of State Publishing (OSP) (Unit 14)**

- A. The Union agrees that the State shall continue a protective clothing program in the OSP pressroom. The Program shall continue for the duration of the Contract.
- B. "Protective Clothing" means attire, which is worn over, or in place of, regular clothing and is necessary to protect employees' clothing from damage or stains, which would be present in the normal performance of the employees' duties.
- C. The State shall provide and maintain the protective clothing.
- D. Employees shall be required to wear the protective clothing.
- E. Employees may choose to wear the employee's Solidarity shirts and may do so on Wednesdays. The OSP is not liable for Solidarity shirts that become soiled or damaged.

### **10.9 Safety Equipment (Excludes Units 15, 17 and 21)**

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of the employee's assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if the employees feel it may add to the employees' overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at the employee's expense.

#### **10.9.15 Safety Equipment and Safety Goggles/Glasses (Unit 15)**

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel (e.g. cloth aprons, gloves) and other equipment for the protection and safety of employees in the conduct of the employee's assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if the employee feels it may add to the employee's overall safety.

- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at the employee's expense.
- E. The State will provide Bargaining Unit 15 employees safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.
  - 1. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.
  - 2. Safety goggles provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State provided safety goggles or glasses.
- F. The State shall provide Bargaining Unit 15 employees safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State provided safety-toed shoes/boots.

Employees shall wear safety-toed shoes/boots in accordance with instructions provided by the State.

### **10.9.21 Safety Equipment (Unit 21)**

The State is committed to providing protective and safety equipment for the personal protections of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective and safety equipment, by employee classification and job assignment. Employees may request additional safety equipment be made available for the employee's use in the job. Denial of an employee request for safety equipment by the State shall be in writing.

### **10.10 Medical Monitoring (Excludes Units 14, 17 and 21)**

Medical monitoring programs shall be discussed by the appropriate departmental Joint Labor Management Health and Safety Committee(s) and the committee(s) will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

#### **10.10.17 Medical Monitoring (Unit 17)**

Medical monitoring programs may be discussed by the appropriate departmental Joint Labor Management Health and Safety Committee(s) and may take into account the status of current technology and scientific recommendations for such programs. The Health and Safety Committees may make recommendations regarding medical monitoring programs to the department head or designee.

### **10.11 Hazardous Materials (Excludes Unit 17)**

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:
  1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;



2. The employee is required to use/handle the substance;  
or
3. It is necessary to update or otherwise train an employee in its use.

#### **10.11.17 Hazardous Materials (Unit 17)**

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) and/or Safety Data Sheet (SDS) for each hazardous substance in use by Unit 17 employees at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.
- B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS and/or SDS be sent.
- C. An employee will receive training from the employee's supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code section 6390 to provide a MSDS and/or SDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only through the Director's level in the grievance procedure contained in Article 6 (Grievance and Arbitration Procedure) of this Contract.

#### **10.12 Employee Restroom Facilities**

To the extent possible, where staff are employed at a permanent work site, the State will provide:

- A. Single occupancy restrooms that shall be designated as gender neutral.
- B. Restroom facilities for staff that are separate from those provided to inmates, wards, residents, patients, members, and students.

#### **10.13 Access to Work Areas 24 Hours (Excludes Units 17 and 21)**

A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.

B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from the employee's work areas during the employee's normal work hours.

**10.13.21 Access to Work Areas 24 Hours (Unit 21)**

A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.

B. Upon request, and subject to operational need and the overall safety of the employees, departments may grant access to employees outside the department's normal office hours.

**10.14 Personal Alarms (Excludes Units 15, 17 and 21)**

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.

B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

C. Any institution currently providing such personal alarm devices will continue to do so.

D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

**10.14.15 Personal Alarms-CDCR (Unit 15)**

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with

an alarm, a personal alarm transmitter. The transmitter shall be tested daily to ensure operational order. A log of the testing shall be maintained by the department. The Union shall have the right to inspect this log upon written request. If a Unit 15 employee attends the monthly Health and Safety Committee meeting at an institution, the department shall make the log available for inspection during that meeting.

- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.
- E. Upon request from the Union, the California Department of Corrections and Rehabilitation shall establish an additional seat for a Unit 15 employee to participate in the monthly Health and Safety Committee meeting at the institution where the employee works. The Unit 15 employee reserves the right to add an item to the meeting's agenda to discuss issues associated with Personal Alarms.

#### **10.14.21 Personal Alarms (Unit 21)**

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request. The parties agree concerns in this area are appropriate subjects for priority consideration by the appropriate Joint Labor Management Health and Safety Committee.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State

shall meet with a Union representative before the devices are provided to employees.

- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

**10.15.17 Personal Alarms: CDCR (Unit 17)**

The Department of Corrections and Rehabilitation shall provide to a Unit 17 employee a personal alarm transmitter which is calibrated to the zone area where the employee is assigned. The transmitter shall be tested daily to ensure operational order.

**10.16.15 Alarm System: DDS and DSH (Unit 15)**

- A. The DDS and DSH agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.
- B. The personal alarm shall be tested daily to ensure operational order.
- C. DDS and DSH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

**10.16.17 Alarm System: DDS and DSH (Unit 17)**

- A. The Departments of Developmental Services and Department of State Hospitals agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.
- B. The personal alarm shall be tested daily to ensure operational order.
- C. DDS and DSH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

### **10.18 Referral of Assault/Battery (Excludes Units 1, 3, 11, 14, 17 and 21)**

A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate policy agency.

### **10.18 Referral of Assault/Battery (Excludes Units 4, 11, 15, 17 and 20)**

The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

#### **10.18.11 Referral of Assault/Battery (Unit 11)**

A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

B. The State shall report any assault and/or battery, as defined by current laws that occurs during an inspection performed by an employee of the Air Resources Board or the Department of Food and Agriculture to the appropriate law enforcement agency.

#### **10.18.17 Referral of Assault/Battery (Unit 17)**

The State shall refer all cases involving a ward, inmate, or patient assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

### **10.19 Assaultive Behavior (Excludes Units 3 and 17)**

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

#### **10.19.3 Positive Behavioral Support Training (Unit 3)**

- A. All departments will continue to make available training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations. Such training must be available at least once annually.
- B. Department of State Hospitals (DSH) and the Department of Developmental Services (DDS):
  - 1. Assaultive behavior training shall be mandatory.
  - 2. All employees will be required to attend assaultive behavior training at a minimum of every two (2) years. Assaultive behavior training shall be mandatory within six (6) months of assuming employment.
  - 3. Representatives of SEIU Local 1000 (Unit 3) may meet with DDS for the purpose of discussing the need to reform a statewide assaultive behavior training committee.
  - 4. The DSH will continue to allow the SEIU Local 1000, one (1) seat on the statewide committee.
- C. California Department of Corrections and Rehabilitation/Division of Juvenile Justice (CDCR/DJJ):
  - 1. As part of the new employee orientation, the Division of Juvenile Justice (DJJ) will provide training in appropriate techniques in de-escalation and handling assaultive behavior.
  - 2. In addition, annual refresher training will be conducted for all Unit 3 employees.
- D. California Department of Education, State Special Schools:
  - 1. As part of new employee orientation, the State Special Schools will provide Nonviolent Crisis Intervention (CPI) training.
  - 2. Annual refresher training will be provided to all full time Unit 3 employees at State Special Schools.

**10.19.17 Prevention and Management of Assaultive Behavior or Therapeutic Strategies and Interventions Training (Unit 17)**

- A. Department of State Hospitals (DSH), Department of Developmental Services (DDS), and Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS):
  - 1. At DDS Prevention and Management of Assaultive Behavior (PMAB) or at DSH and CDCR/CCHCS,

Therapeutic Strategies and Interventions (TSI) training, or department equivalent training, shall be mandatory.

2. The State shall provide all employees with an annual opportunity to attend PMAB/TSI training. All employees will be required to attend PMAB/TSI/department equivalent training at a minimum every two (2) years. PMAB/TSI training shall be mandatory within six (6) months of assuming employment.
3. Employees shall be compensated for attending PMAB/TSI/department equivalent training.
4. Representatives of SEIU Local 1000 (Unit 17) may meet with DDS for the purpose of discussing the need to form a statewide PMAB Committee.
5. Upon request of the Union, the DSH agrees to schedule a meeting at the headquarters level to consider the Union's suggestions relating to the TSI program in DSH.
6. The Union shall be entitled to representation on the DSH Statewide TSI Committee.

- B. PMAB/TSI/department equivalent training for Unit 17 employees in departments or facilities other than those listed in paragraph above, may be offered on a space available basis and subject to arrangements being made to relieve the employees of the employee's regular duties.

**10.20.15 Active Treatment Crisis Management, Therapeutic Strategies and Interventions Training or Nonviolent Crisis Intervention, (CPI) (Unit 15)**

- A. The State shall provide Active Treatment Crisis Management or Therapeutic Strategies and Interventions Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of State Hospitals (DSH). Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.

- B. Upon request, other Unit 15 employees in DDS and DSH will be provided Active Treatment Crisis Management (DDS) or Therapeutic Strategies and Interventions Training (DSH) when space is available and arrangements can be made to relieve them of the employee's regular duties.
- C. Such training will occur during Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for the employee's participation in the training.
- D. The Department of Education shall provide Non Violent Crisis Intervention, (CPI) for all Unit 15 employees whose regular employment requires routine contact with students. Nonviolent Crisis Intervention, (CPI) involves training in procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the Special Schools. Such training shall occur prior to the termination of the school year.

#### **10.20.20 Assaultive Response Training (Unit 20)**

The State will review the availability of assaultive response training and will endeavor to provide assaultive response training to Unit 20 employees.

The Departments of State Hospitals, Developmental Services, Veterans Affairs, CDCR/CCHCS, and Department of Education shall provide Management of Assaultive Behavior training or department equivalent training where required by the State. Management of assaultive behavior is in-service training in a series of techniques and procedures primarily designed to protect hospital residents, clients, patients, and students from the effect of the employee's own impulsive behavior.

#### **10.20.21 Training for Hostile and Threatening Behavior (Unit 21)**

Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.



### **10.21 Workplace Violence and Bullying Prevention Program**

The State and the Union developed a model Workplace Violence and Bullying Prevention Program. The parties agree that the model Workplace Violence and Bullying Prevention Program will be updated within 90 (ninety) days of ratification to include the definition of “abusive conduct”, consistent with Government Code Section 12950.1, and that “abusive conduct” is also known as “bullying”. Each department shall maintain a Workplace Violence and Bullying Prevention Program that meets the existing mutually agreed upon model program until an updated model program is made available to departments. The department program shall be in writing and distributed and/or made available to all employees.

### **10.22 Computer Work Stations**

A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union Management Video Display Terminal Committee Report.

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the “Easy Ergonomics for Desktop Computer Users” booklet which will be available to all departments for training purposes.

C. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee’s primary workstation by a trained evaluator.

D. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Ergonomic keyboards;
5. Foot and wrist rests;
6. Telephone headsets;
7. Ergonomic computer table and supports;
8. Wheeled carriers;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from

windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

In the event that the State modifies existing or creates new policies regarding computer work stations, written notice and an opportunity to meet and confer over the impact of such changes will be provided to the Union in accordance with the provisions of Section 24.1 of this Agreement.

### **10.23 Independent Medical Examinations**

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform the employee's normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying the employee's personal medical evaluations to dispute the State's findings.

### **10.24.17 Immunization Against Diseases (Unit 17)**

The State shall offer immunization as required at State expense.

### **10.25 Infectious Disease Control (Excludes Units 15, 17, 20 and 21)**

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services (DHCS), Public Health, CalVet, DIR, DDS, DSH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.

D. Infectious Disease Control Training shall include, but not be limited to, bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

#### **10.25.15 Infectious Disease Control (Unit 15)**

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in Bargaining Unit 15 classifications in the DHCS, CDPH, CalVet, DIR, DDS, DSH, CDCR, CCHCS, CalPIA, CHP, CDE, CSC, DGS, Caltrans, EDD and the CalEPA, whose laboratory, research, testing, or regulatory duties, or duties may expose them to infectious diseases or bloodborne pathogens.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees prior to entering the affected area.

D. Infectious Disease Control Training shall include, but not be limited to, bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

#### **10.25.17 Infectious Disease Control (Unit 17)**

A. The State shall provide in-service training in infectious disease control and isolation procedures on an annual basis utilizing the best guidelines available. Examples of guidelines the State may use are the Joint Advisory Notice issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings,

such training shall reflect the needs of the work environment.

- B. The State agrees that, upon request of SEIU Local 1000, a special meeting of the Professional Practice Group, provided for under Article 13.18.17, or the Health and Safety Committees provided for under section 10.2 (Health and Safety Committees) will be held at each facility to review the safety procedures, equipment, and materials relating to treating patients and clients with bloodborne diseases such as hepatitis or acquired immune deficiency syndrome.
- C. When an outbreak of infectious, contagious or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.

#### **10.25.20 Infectious Disease Control (Unit 20)**

- A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.
- B. Training shall be provided for employees in the DHCS, Public Health, CalVet, California Department of Industrial Relations (DIR), DDS, DSH, CDCR/CCHCS, CDE, and the CalEPA whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.
- C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.
- D. Infectious Disease Control Training shall include, but not be limited to, bloodborne and airborne diseases.
- E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

#### **10.25.21 Training in Infectious Disease Control (Unit 21)**

- A. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor Management Health and Safety Committee.
- B. Employees shall be provided training on infectious disease control as related to job performance. Infectious disease control training shall include, but not be limited to, bloodborne and airborne diseases.
- C. When a Department becomes aware of an outbreak of infectious, contagious, or communicable diseases/conditions at a worksite, the State shall endeavor to notify potentially exposed employees.

#### **10.26 Precautions Against Exposure to Bloodborne Pathogens**

- A. The CDCR, DSH, CalVet, and DDS shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Health and Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDCR, DSH, CalVet, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.
- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of the employee's employment will be advised of the employee's ability to receive appropriate treatment and care as determined by the employee's treating physician via the workers' compensation system.

F. The departments will utilize the most up to date guidelines provided for the processing of laundry.

G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.

H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.

I. CDCR, DSH, CalVet, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

### **10.27 Remodeling/Renovations and Repairs**

A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.

B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, the materials will be removed in accordance with State regulations to assure the safety of employees/tenants.

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract:

“Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours’ prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment.”

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

## **10.28 Pest Control**

A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours' notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.

B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making the employee's request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.

C. Normally, the chemical application will take place during hours when the building is closed for business.

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract:

“Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment.”

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

## **10.29 Smoking Cessation**

A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.

B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.

C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

### **10.30 Health and Safety Grievances**

A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in the parties' mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to the employee's health and safety.

D. When an employee in good faith believes that the employee is being required to work where an immediate and recognizable threat to the employee's health and safety exists, the employee will so notify the employee's supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with the employee's assigned duties. If the Union or the employee still believe the immediate and recognizable threat to the employee's health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

a. If the grievant is not satisfied with the decision rendered by the grievant's supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.

b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the CalHR as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).



- b. The Director of the CalHR or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with section 6.11(B) of Article 6 unless otherwise provided.

#### **10.31.11 Health and Safety Inspections (Unit 11)**

While it is recognized that periodic health and safety inspections are the responsibility of each facilities manager, each department may, upon request of the Union, conduct annual health and safety inspections of facilities with Unit 11 employees. Such inspections shall be made by the departmental Health and Safety Officer and/or a designee. Upon advance request, a Union representative shall be permitted to accompany the Health and Safety Officer and/or a designee when conducting the inspections. Permission shall not be unreasonably withheld; however, it may be denied for reasons of safety, security, or patient care including patient privacy. The results of the inspections will be posted at each facility. This section is not subject to Article 6.

#### **10.32.20 Information Regarding Medical Condition (Unit 20)**

Upon request the State will provide any employee in Unit 20 working with any inmate, ward, client, resident, patient or student, available pertinent medical information needed to properly care for these persons. Provision for the release of such information shall be consistent with applicable laws and rules pertaining to confidentiality.

#### **10.33 Temperature Controls (Excluding Units 3 and 15)**

- A. The State and the Union acknowledge the vital importance of maintaining proper temperatures at worksites to minimize physical discomfort and promote a healthy working environment.
- B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant

to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.

C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines, the State shall make every effort to correct this deficiency in a timely manner.

D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, the employees will be released without loss of compensation.

E. This section shall only be grievable to the third level of the grievance process.

### **10.33.3 Temperature Controls (Unit 3)**

A. The State and the Union acknowledge the vital importance of maintaining proper temperatures in the worksites that minimize physical discomfort and promote a healthy working environment.

B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.

C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines the State shall make every effort to correct this deficiency in a timely manner.

D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees in Unit 3 are released from the worksite by management, the employees will be released without loss of time or pay in accordance with the employee's professional status.

E. This section shall only be grievable to the second level of the grievance process.

### **10.33.15 Laundry and Kitchen Temperatures and Visibility (Unit 15)**

A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in laundry and kitchen work areas.

B. The State shall comply with applicable regulations regarding temperature variance in laundry and kitchen work areas. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that the employees are working fewer hours during the hottest parts of the day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens, shall be maintained by the State in good working condition.

- C. When an employee reports a loss of visibility in the kitchen area, due to elements such as steam or smoke, the supervisor will take appropriate action to ensure the safety of employees.
- D. The State shall maintain and clean the kitchen exhaust systems to mitigate the loss of visibility in the work area at least once a quarter, throughout the year.
- E. Upon request from the Union, the California Department of Corrections and Rehabilitation shall establish an additional seat

for a Unit 15 employee to participate in the monthly Health and Safety Committee meeting at the institution where the employees work. The Unit 15 employee reserves the right to add an item to the meeting's agenda to discuss issues associated with laundry and kitchen temperatures.

#### **10.34.11 Health and Safety Incentive Award Program – Department of Water Resources (DWR) (Unit 11)**

- A. The DWR will establish a Health and Safety Incentive Program in the Division of Operations and Maintenance (O&M) field divisions.
- B. All permanent, full-time employees of the five (5) O&M field divisions will be eligible to participate in the program established for the division. The department agrees to provide funding of awards for the program.
- C. The program is intended to encourage employees to work safely and reduce sick leave usage. Participation in this program is limited to employees working at the five (5) O&M field divisions. The management of O&M will develop criteria and guidelines for determining whether the awards will be in cash or in material goods. The criteria established will be discussed with the Union prior to implementing the program. Based upon the criteria implemented, awards will be given to employees who have established and maintained the best overall health and safety record.
- D. If a dispute arises over this section (10.34.11 - Health and Safety Incentive Award Program - DWR), an employee may only file a complaint per Article 6, and the decision reached by the Director of DWR or designee shall be final. This section (10.34.11) shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code section 20022.
- E. The State reserves the right to cancel this program if such action is deemed to be in the best interest of the State. The State agrees to give affected employees and the Union thirty (30) days' notice prior to canceling the program.

#### **10.34.15 Building Temperature During Night Shift (Unit 15)**

The State shall endeavor to maintain moderate building temperatures while Custodians are performing assigned duties in the evening shift. Custodians shall refer concerns about building temperatures to the employee's immediate supervisor, or building manager, in the event the employee's supervisor is unavailable.

#### **10.35.17 Employee Self-Protection (Unit 17)**

The Department of Education Special Schools, the California Department of Veterans Affairs, the Department of Health Care Services and the Department of Public Health shall encourage Unit 17 employees to attend training provided in self-protection, including, but not limited to, rape prevention.

#### **10.36.17 Incident Debriefing (Unit 17)**

- A. Each Department with twenty-four (24) hour facilities shall develop a policy governing work-related situations associated with a major incident.
- B. The policy shall include definition of a major incident, and establish procedures which provide for employee referrals for necessary services.

#### **10.37.17 Wellness Programs (Unit 17)**

The State shall encourage all agencies with Unit 17 employees to develop and implement departmental and/or local wellness programs within existing budgetary and staffing resources. Wellness programs may include, but are not limited to, classes, speakers, informational materials and other services on such subjects as stress management, smoking cessation, weight reduction, nutrition, general fitness, and/or relaxation techniques. Employee participation in wellness programs shall be voluntary and on the employee's own time. Insofar as practical, wellness programs should be made available to Unit 17 employees working evening, night or other than regular day shifts.

#### **10.38.17 Rest Areas (Unit 17)**

- A. Unit 17 employees shall be permitted to use non-work areas for breaks if it does not involve an additional cost; it does not involve areas restricted for health and safety reasons; it does not interfere with State business needs;

or it does not negatively impact on patients, consumers, inmates, wards, or students' health and safety. The State will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Operational needs permitting, the State shall endeavor to allow reasonable time for nurses to travel to break rooms when the facility layout prohibits a local rest area.

- B. Unit 17 employees may identify and request specific alternative locations which allow the employee to be removed from the employee's daily routine and the work area for other nursing employees.

#### **10.38.20 Rest Areas (Unit 20)**

- A. Unit 20 employees shall be permitted to use unrestricted non-work areas for breaks if it does not involve an additional departmental cost; it does not interfere with departmental business needs; or it does not negatively impact patient, ward, student, client or resident health and safety.
- B. The department will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Where rest areas or break rooms are unavailable, Unit 20 employees may identify and request specific alternate locations, which allow them to be removed from the employee's daily routine.
- C. At CalVet and CDE's Special Schools, the departments will not schedule student or member activities in designated employee break rooms.

#### **10.39 Sharps Disposal**

- A. Buildings with state employees shall make a sharps container available in restrooms, pursuant to SAM section 1930.12.

B. This section is subject to the grievance procedure up to Step 3 (CalHR).