

## **ARTICLE 13: HEALTH AND SAFETY**

### **A. Safety**

1. It is the duty of the Employer to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner.
2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the Employer, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the Laboratory's Employee Concerns Policy.
3. An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the Hazards Control ES&H representative or designee. Management shall contact Hazards Control ES&H representative or designee, and the employee may be reassigned to perform other work, if it is determined that the work is unsafe by the ES&H representative or designee.

### **B. Protective Clothing and Equipment**

1. The Employer reserves the right to require certain unit employees to wear personal protective equipment.
2. Personal protective equipment includes attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The Employer shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g., overalls, coveralls, painter's whites) is required on a continuing basis, the Employer shall provide and maintain such clothing.
3. Each employee who requires corrective safety glasses and is in a classification which requires the use of safety glasses shall receive one (1) pair of corrective safety glasses per year. Employees working in extreme environments shall receive replacement lenses and/or frames as often as required by accelerated wear and tear. The employee shall bring the prescription to his/her supervisor and the Employer shall then purchase the glasses.

### **C. Safety Training**

1. The Employer will provide appropriate safety training to bargaining unit employees.
2. The Employer and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The Employer and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties.

#### **D. Joint Health and Safety Committee**

1. The Employer and the Union recognize the importance of maintaining a safe working environment and will cooperate towards the objective of reducing health and safety hazards and to encourage both management and employees to follow the Employer's Health and Safety Manual, as well as all applicable Federal, State and Local safety regulations, in reaching these objectives.
2. A Joint Safety and Health Committee shall be established. The Committee shall be comprised of four (4) members selected by the Employer and four (4) members selected by the Union. The Committee shall meet as mutually convenient, but not less than once each month.
3. The purpose of the Committee shall be to survey, analyze, and make recommendations to resolve any safety and health concern of a general nature, specific concerns not resolved in a timely manner by the line organization, and special concerns of the Bargaining Unit.
4. The Committee shall also promote health and safety education, review and analyze summary accident, injury, and occupational illness reports, and bring to the attention of the responsible organization specific health and safety concerns of bargaining unit employees.
5. The Committee will meet once a month at a minimum to discuss safety and health issues of a general nature and those specific concerns not resolved in a timely manner and make recommendations for resolutions of issues and make recommendations of a general nature.
6. The Committee shall maintain minutes and special reports as mutually agreed to, which will be reviewed at the next Committee meeting.

#### **E. Ability to Stop Work**

1. Unit employees shall have the right to stop his/her work or the work of others, at any time if he/she observes conditions that could cause harm to themselves, others, or the environment.

#### **F. Ability to Pause Work**

A Safety Pause can be called by any worker, anytime, whenever they believe a job cannot be performed safely. Once all affected personnel agree there is no unsafe condition, they can resume the work. If it is determined during the Safety Pause that a new hazard is introduced, or the scope of work has changed, then the issue is elevated to a Stop Work.

#### **G. Special Approval for Excess Overtime**

Unit employee work schedules shall afford a minimum of days off to permit adequate rest. Unit members shall not be compelled to work beyond the following without prior approval from the Associate Director and or Security Director.

1. A total of 12 hours in a 24 hour period.
2. 16 hours of overtime in a workweek.
3. 14 consecutive days without at least two (2) days of rest before the next workday prior to the next scheduled shift.
4. Overtime in each workweek for four (4) consecutive weeks.