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## ARTICLE 21

### SAFETY AND HEALTH

**21.1** The Employer, employee and Union have a significant shared responsibility for workplace safety and health.

A. The Employer will abide by safety and health standards in accordance with applicable state and federal law, including, but not limited to, the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).

C. The Employer and employees will contribute to a healthy workplace including not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees not to be in the workplace, when employees self-report contagious health conditions. When an employee has been directed not to be in the workplace, an employee may use leave or request and, with Employer approval, be permitted to work remotely.

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

**21.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Both parties agree to comply with [WAC 296-360-150](#) regarding unsafe working conditions. The Employer will address reported, unsafe working conditions in a timely manner and take appropriate action.

1 **21.3** The parties recognize the need of electronic monitoring in public places as part of  
2 a safety and security plan, subject to the limitations in [Article 25](#) – Electronic  
3 Monitoring of Employee Activity.

4 **21.4** The Employer will determine and provide the required safety devices, personal  
5 protective equipment (PPE) and apparel, which the employees will wear and/or use.  
6 The Employer will provide employees with orientation and/or training to perform  
7 their jobs safely. If necessary, training will be provided to employees on the safe  
8 operation of the equipment prior to use.

9 **21.5** Each Employer will form joint safety committees in accordance with WISHA  
10 requirements at each work location where there are eleven (11) or more employees.  
11 Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee  
12 recommendations will be forwarded to the appropriate appointing authority for  
13 review and action, as necessary.

14 **A. The Employer will provide the names of the institution's appointed**  
15 **member(s) of the joint safety committee.**

16 **21.6** The Employer and the Union recognize the importance of first aid and CPR training  
17 and as such the Employer will offer first aid and CPR training.

18 **21.7** The Employer encourages employee wellness. The Employer will provide  
19 employees access to wellness facilities and resources consistent with other  
20 employee groups. Employees will not pay higher rates than other employee groups  
21 for access to college wellness facilities or resources. In the event another group of  
22 college employees working at the same location, not covered by this Agreement, is  
23 permitted to purchase access to college wellness facilities or resources at a lower  
24 rate, the lower rate will automatically be applied to employees covered by this  
25 Agreement at that location.

26 **21.8** At the request of the employee, the Employer will ensure that an ergonomic  
27 assessment of the employee's work station is completed by a person trained to

1           conduct ergonomic assessments. Solutions to identified issues/concerns will be  
2           implemented within available resources.

3 **21.9** At least once every two years, the Employer will provide Emergency Preparedness  
4 training. The Employer will provide the Union the names of the institution's  
5 appointed member (s) of the Safety, Security and Emergency Management  
6 Council.

7 A. To encourage routine engagement with the institution's appointed  
8 member(s) of the Safety, Security and Emergency Management Council, the  
9 appointed member(s) or designee in their absence will, at a minimum, attend  
10 quarterly Labor/Management Communication Committee meetings and  
11 provide safety and security updates as appropriate.

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**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

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Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section



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Steve Sloniker,  
Director of Contract Administration  
WPEA

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