

ARTICLE 29

HEALTH & SAFETY

- 29.1 The Employer recognizes the importance of safe and healthful working conditions and shall make a reasonable effort to provide such to its employees.
- 29.2 The employer and the employees shall comply with state and federal health and safety laws and regulations. The employees shall also comply with campus safety rules and regulations. This provision shall not be subject to the arbitration procedures found in Article 9.
- 29.3 Safety equipment, protective clothing, and tools shall be provided by Cal Maritime at no cost to an employee when it is deemed necessary by the President to maintain safe and healthful conditions. When employees are issued safety equipment, protective clothing, and tools, they shall be responsible for loss or damage to these items other than that incurred as the result of normal wear or use through no fault of the employee. When protective clothing, including uniforms, is provided, the employee shall wear the clothing in accordance with instructions provided by the Cal Maritime.
- 29.4 When an employee in good faith believes that they are being required to work under unhealthy and unsafe conditions or without adequate safety equipment and clothing, the employee shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions or lack of safety equipment and clothing and shall immediately communicate with the employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
- 29.5 An employee may take out of service or shut down a machine when the employee considers it unsafe while reporting this condition to the appropriate administrator. If in good faith the employee believes continued operation of such a machine presents a clear danger to the employee's health and safety, the employee may request a temporary reassignment pursuant to provision 29.6.
- 29.6 An employee may request a temporary reassignment when the employee believes in good faith that the employee's present assignment presents a clear danger to their health and safety. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any

investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary assignment shall continue until a remedy is implemented.

- 29.7 There shall be a campus Safety Committee that shall meet at regularly scheduled times during normal business hours. A schedule of Safety Committee meetings for the fiscal year will be prepared and distributed to all members of the Safety Committee. At least one bargaining unit member, who shall be appointed by the Union, shall serve on the committee. Committee members may place items related to health and safety on the agenda for such committee meetings. Agendas will be prepared and distributed as meeting notices to the committee members at least two weeks prior to the meeting date. Minutes will be distributed at or before the next meeting.
- 29.8 Upon the Union's written request, the Employer shall furnish to the Union with available Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information shall be provided to the Union, upon the Union's written request and within the requirements of the law. Upon the written request of the Union, public information regarding occupational injuries and accidents will be provided to the Union.
- 29.9 Adequate first aid equipment for the treatment of minor injuries shall be available at appropriate locations. Upon request of the employee, the Employer shall make arrangements to provide transportation for employees requiring medical treatment for on-the-job accidents or illnesses.
- 29.10 All work related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 29.11 An employee who observes or detects any health or safety hazard shall report it to the appropriate administrator as soon as possible.
- 29.12 In the event that Cal Maritime desires to utilize bargaining unit employees to perform any asbestos-related duties including, but not limited to, removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, such work shall be performed in accordance with the following procedure:
- a. Cal Maritime shall first endeavor to utilize qualified employees who have expressed a desire to perform such work. When there are an insufficient number of qualified employees desiring to perform such work, Cal Maritime shall assign this work to qualified employees who shall not decline such assignments, subject to the other provisions of this Article.

- b. In the event that there are an insufficient number of employees desiring to become qualified to perform such work, then Cal Maritime shall assign employees to first, become qualified to perform such work, and second, to then engage in such work assignments. The employees shall not decline such assignments, subject to the other provisions of this Article.
- c. This provision shall not prohibit qualified bargaining unit employees from performing asbestos-related duties that are necessary in order to complete their normal duties.
- d. Payment for the performance of such duties shall be as provided in Article 24, Salary.
- a. For the purpose of this Article, the term “qualified” shall be defined as either “EPA-Certified” or “CAL/OSHA” approved training for asbestos-related work.

29.13 Cal Maritime shall complete the training of all bargaining unit employees in a general asbestos awareness course as determined by Cal Maritime no later than twelve (12) months after ratification of this Agreement.