



CENTER FOR LABOR RESEARCH  
AND EDUCATION *labor Occupational Health Project*  
INSTITUTE OF INDUSTRIAL RELATIONS (Berkeley)  
(415) 642-0323

BERKELEY, CALIFORNIA 94720

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CALIFORNIA NEGOTIATED CLAUSES FOR OCCUPATIONAL HEALTH AND SAFETY

Compiled by Morris Davis, Coordinator

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## CALIFORNIA NEGOTIATED CLAUSES FOR OCCUPATIONAL HEALTH AND SAFETY

### I. EMPLOYER RESPONSIBILITIES

*Obligation to maintain a safe and healthful work environment. (General Duty Clause)*

(A) The Company agrees to provide a place of employment which shall be safe for the Company's employees and shall furnish and use safety devices and safeguards and shall adopt and use METHODS and provisions adequate to render such places of employment safe. (Inter. Chemical Workers Union).

(B) The Company agrees to make every reasonable provision for the safety and health of its employees while at work, to abide by applicable Federal, State, County and City laws and to make available such protective equipment as is required by such laws (United Steelworkers of America).

*Provision of protective equipment and clothing.*

(A) The Company may require employees to wear personal protective equipment as is determined necessary for the requirements of safety and health which shall be supplied by the Company, such as, but not limited to, gas masks, plastic face shields, respirators, rubber gloves, hard hats, safety glasses, safety belts, life saving gear, rubber aprons and ear plugs (International Brotherhood of Electrical Workers).

- (B) Tools and equipment required by the Company to perform the work and protective garments necessary to safeguard the health of or to prevent injury to a worker's person shall be provided, maintained, and paid for by the Company (United Farm Workers).

*Provision for Periodic Medical Examination for hazardous work*

- (A) Employees on occupations which have inherent job hazards as to safety and health, such as those in sandblasting, plating, chipping, grinding, crane operators, shall be given physical examinations semi-annually (Oil, Chemical and Atomic Workers).
- (B) The purpose of the Plan is to provide the employees with periodic physical examinations by a professional medical staff for the purpose of detecting and diagnosing diseases and health disorders. Examinations shall take place at the employees' job site. For purposes of administering the examinations, movable vans appropriately designated and equipped for administering complete medical examinations shall be utilized (IBT - Cannery and Food Processing).

*Provision for Safety Education and Training*

- (A) Each company shall maintain a sound safety program in accordance with general industry standards taking into consideration individual company business and operational requirements. Such program will be directed toward providing safe working practices, equipment and facilities (IBT - Cannery and Food Processing).
- (B) The Company will send representatives from the Local Union Safety Committee to an annual state safety conference. Arrangements for attending the conference in the state where the plant is located, including payment of lost time

and traveling expenses shall be determined at each local plant. If a state doesn't have a suitable safety conference, special arrangements may be made to attend the annual national safety conference (United Rubber, Cork, Linoleum and Plastic Workers of America).

#### *Ambulatory and First Aid Services*

- (A) Prompt ambulance service and first aid to injured employees shall be provided on all shifts and a safety man shall be employed and made responsible for the proper enforcement of safety rules. All First Aid personnel shall be identified and signs indicating location of First Aid stations shall be posted (Pacific Coast Metal Trades Council).
- (B) Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to employees. All first aid kits shall be maintained so as to contain the following: (1) 2 pckgs. of 2" compress bandages - 4 per package; (2) 1 pckg. 4" compress bandage - 1 per package; (3) 1 ammonia inhalants (10 tubes); (4) Tinctur of merthiolate swabs, 10 pckgs.; (5) 1 sterilized gauze 25 2x2 or equal; (6) 1 tube burn ointment; (7) 1 4" bandage scissors; (8) 1 3 1/2" tweezers; (9) 1 tourniquet; (10) 1 1 oz. dropper bottle boric acid solution for eyes; (11) 1 roll adhesive tape 1/2" or 1"; (12) first aid manual (Butchers Union).

## II. EMPLOYEE RIGHTS

### *Right to refuse to work*

- (A) It shall not be a violation of any provision of this contract for employees to refuse to: (1) start work, (2) return to work, or (3) continue working, when any condition exists which would endanger the employee's health, safety, or well being,

and such employees will not be subject to discharge or disciplinary action (California State Council of Freezer Unions).

- (B) No employee shall be discharged or discipline for refusing to work on a job if his refusal is based upon the written claim that said job is not safe or might unduly endanger his health until it has been determined that the job is or had been made safe or will not unduly endanger his health. Pending such determination such employee shall be transferred to other available comparable work which he is qualified to perform. When it has been determined that the job is or has been made safe, the employee shall be returned to such work (Inter. Association of Machinists).
- (C) No employee shall be laid off or discharged for refusing to work where the employment or place of employment is deemed by State Safety Laws to be not safe and if any employee is laid off or discharged for refusing to work when the employment or place of employment is not safe, such employee shall have the right of action for wages for the period of time during which any such employee is without work as a result of such layoff or discharge (Butchers Union).

*(RESTRICTIVE CLAUSES)*

- (A) When an employer considers it necessary to shut down a job to avoid possible loss of human life, because an emergency situation could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.
- (B) No employee may refuse to work on a job claim to be unsanitary or unsafe, unless the Company's superintendent confirms the employee's claim. If the superintendent does not do so, the matter may be the subject of an immediate grievance.

**Notification of Hazardous  
Materials**

When the Company uses toxic substances which endanger the health and safety of Employees, it shall inform the affected Employees what hazards are involved and what measures are taken to protect Employees (United Steelworkers of America).

**Access to Results of Medical  
Examinations**

The Corporation agrees to provide to employee who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirements.

The Corporation agrees to provide to each employee's physician, upon written request of the employee, a complete report of the results of any test or examination given to him (United Steelworkers of America).

**Nondiscrimination for Work  
Injuries**

- (A) At no time while this contract is in force shall an Employer discharge, suspend, discipline or otherwise deal unjustly with or discriminate against, whether directly or indirectly, any employee solely by reason of his having incurred a non-disabling physical handicap, provided a physician mutually agreed upon certifies in writing that he is physically able to perform his duties (Inter. Brotherhood of Teamsters).
- (B) The Contractor shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workmen's compensation benefits (United Brothers of Carpenters and Joiners).

*Right to Transfer to Another  
Position*

- (A) The employer shall place an employee who suffers an industrial injury or occupational disease in a job that he is physically able to perform, provided that such job is available. Such employee shall be at the classification rate of the job to which he is assigned. If because of permanent disability the injured employee is physically unable to return to work at his normal classification, the employee will be eligible for transfer to another job which he is physically able to perform in accordance with his seniority (United Furniture Workers).
- (B) Both for the temporarily and permanently restricted employee, when suitably restricted work is available within his seniority rights a reasonable effort will be made to have the employee continue to work in the same department and in his current classification... If it is determined that a reasonable effort to utilize the employee has been made and placement is not possible, then placement elsewhere, in the same job classification, will be attempted. If this is unsuccessful, then placement in an available open job classification will be considered and offered if the job requirements are compatible with the medical restrictions. Finally, if no work at all is available, the employee will be placed on an occupational medical leave of absence until such time as he is able to resume suitable employment (International Association of Machinists).

*Right to Lost Time Pay for  
Industrial Injury*

- (A) Employees who are working after having a compensable injury or illness and who are required to take time off during a regular working day to receive medical treatment for such compensable injury or illness shall be paid their regular hourly rate of pay for such time off (International Association of Machinists).
- (B) An employee who is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits,



or both, shall not receive sick benefits as provided herein, provided, however, if such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, are less than the amount of the sick benefits provided herein for such period, such employee shall receive sick benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal the amount of sick benefits he would have otherwise received as provided herein (International Association of Machinists).

*Right to Hazardous Work Pay*

- (A) In the event that an employee is required to clean roofs under conditions which are hazardous to the employee's safety or scale a quarry and/or mine face or back, the hours worked shall be compensated for by multiplying the classified hourly wage rate by one-half (1/2) for each and every hour worked that is deemed to be hazardous, and this hazardous work premium shall be paid in addition to whatever compensation the employee is otherwise entitled to receive (United Cement, Lime and Gypsum Workers International).
- (B) When workmen are required to work on stacks, towers, roof structures, swing chairs, or swing stages from sixty feet (60) to one hundred and fifty feet (150) above the ground or above building, they shall be paid an additional ten percent (10%) above their regular rate. Any work performed above one hundred and fifty feet (150) shall be paid an additional fifteen per cent (15%) above their regular rate. When such work is required, employees shall be paid a minimum of four (4) hours work (International Brotherhood of Electrical Workers).

*Right to Walkaround Pay*

- (A) One employee covered by this Agreement who accompanies a government inspector during an inspection of the plant under the Occupational

Safety and Health Act shall not lose normal straight-time pay for the time spent on such inspections (Oil, Chemical and Atomic Workers).

- (B) An employee who is requested by a Compliance Officer from the office of Occupational Safety and Health Administration, and is designated by the Local Union President shall be permitted to accompany the inspector on inspection tours will be paid his average hourly earnings for the time lost from his regular shift as a matter of such plant inspection (United Rubber, Cork, Linoleum and Plastic Workers of America).

### III. HEALTH AND SAFETY COMMITTEE STRUCTURE AND PROCEDURES

#### *Local union committee*

The company will recognize at each plant a Safety Committee to be selected by the Union, consisting of not more than three (3) employees and their alternates, and will meet with said Safety Committee at mutually agreed times to discuss matters relating to safety within the plants. All complaints or suggestions for the betterment of health conditions in the plant submitted by the Committee shall be promptly investigated by the Company. If a matter complained of is not promptly settled to the satisfaction of the Committee, it shall, at the request of the Committee, be immediately submitted for final decision to the Division of Industrial Safety of the state in which the plant is situated (Printing Specialties and Paper Products Workers).

#### *Union/ management committee*

- (A) A Safety Committee consisting of three (3) employees designated by the Union and three (3) management members designated by the Company shall be established. The Union and the Company shall designate their respective Co-chairmen and shall certify to each other, in writing, such Co-chairmen as Committee members. The Committee shall hold monthly meetings at times determined by the Co-Chairmen who may also agree to hold special meetings, preferably outside of regular working hours. Each Co-Chairman shall submit a proposed agenda to the other Co-Chairman at least five (5) days prior to the monthly meeting. The Company Co-Chairman shall provide the Union Co-Chairman with a copy of the minutes of the monthly meeting. Prior

to such monthly meeting, the Co-Chairmen or their designated representatives shall engage in an inspection of mutually selected areas of the Plant. Before the monthly meeting is held, a report of the inspection shall be prepared by the Company which shall include unsafe conditions and practices observed during the inspection. A copy of the report shall be furnished to the Union Co-Chairman. (United Steelworkers of America).

- (B) Both parties recognize a mutual responsibility for maintaining safe working conditions and agree to abide by all the decisions made by the Joint Safety Committee subject to the approval of management. Management shall be allowed a maximum of thirty (30) days to grant such approval. If no response is made within thirty (30) days by Management, then the decision of the Joint Committee shall become a rule. (International Brotherhood of Electrical Workers)

*Health and Safety Grievance  
Procedure*

- (A) In the event an employee questions the safety of a job or machine, the problem shall be referred to his immediate supervisor. If not resolved, the matter shall be referred to a Union representative of the Safety Committee (in the absence of a member of the Safety Committee, to a Union representative designated by the Union) and the Safety Engineer, if available. These individuals (the immediate Supervisor, the Union representative, and the Safety Engineer, if available) shall inspect the condition and determine whether or not to shut down the job until such time as it can be made safe. In the event of disagreement between members of the inspection group, the matter shall be referred to the Plant Manager or his designee who shall decide whether or not to shut down the job. At any time, however, the Safety Engineer will have full authority to shut down an operation, if in his opinion it is unsafe. The operation will not be resumed until approval by the Plant Manager or his designee. An employee displaced by a decision to shut down a job shall receive his time-card rate or the rate of the job to which he is transferred, whichever is higher, until he can return to his regular position. (International Chemical Workers).

- (B) Complaints by employees concerning health

and safety issues may be taken up in accordance with Paragraph (29) of the National Agreement with the understanding, however, that the Committeeman, if called, will discuss the matter with the foreman and, failing resolution, with higher supervision. If the matter is still not resolved, he may complete a "Health and Safety Complaint Form".

- (C) The member of higher supervision will give his answer in writing on the "Complaint Form". The Committeeman will give him two (2) copies of the "Complaint Form" and transmit one (1) copy to the Union representative of the Local Committee.
- (D) The Local Committee will within a reasonable period of time and without undue delay visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working days from the day of their visit, the Local Committee will answer the complaint in writing. A unanimous decision by the Local Committee will settle the issue. Failing such unanimous decision, the matter will be referred to the next regular Shop Committee Management meeting, or, sub-committee where established. Thereafter, regular Grievance Procedure of the National Agreement will be applicable (United Automobile Workers).

(Restrictive Clause)

Decisions by the Company with respect to health and safety recommendations shall not be subject to the grievance and arbitration procedures of the Articles of Agreement

#### IV. HEALTH AND SAFETY COMMITTEE RIGHTS AND RESPONSIBILITIES

*General committee functions*

(A) The Local Committees shall:

- (A) Meet at least once each month at a mutually agreeable time and place to review health and safety conditions within the plant and make such recommendations in this regard as they deem necessary or desirable.
- (B) Make inspections once each two weeks to assure that there is a safe, healthful and sanitary working environment in the plant. Investigate promptly major accidents as defined by the National Committee.

- (C) Accompany Federal and State OSHA Governmental Health and Safety inspectors and International Union Health and Safety professionals in plant inspection tours. Also accompany corporate Health and Safety professionals on regular surveys at the plant and surveys requested by the Union. Advance arrangements should be made to permit participation in such surveys.
  - (D) Review lost-time accidents (ANSI, Z16.1) and other major accidents as defined by the National Committee which occur in the workplace and do not result in lost time, and also review plant safety reports on such accidents and make any necessary or desirable recommendations.
  - (E) Receive a copy of the plant's report on OSHA Form #102.
  - (F) Review and recommend local safety education and information program
  - (G) Where necessary, measure noise, carbon monoxide, and air flow with equipment provided by the Corporation. (United Automobile Workers).
- (B) In the discharge of its functions, the Safety Committee shall: consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, recommend adoption of new practices and rules, review proposed new safety programs developed by the Company, and review accident statistics and trends and disabling injuries which have occurred in the plant and make recommendations to prevent future occurrences. (United Steelworkers of America).

*Right to investigate accidents*

The Committee shall review and analyze all reports of industrial illness and injuries, investigate causes of accidents and recommend rules and procedure for the prevention of accidents and disease. (International Chemical Workers).

**Compensation for Health and  
Safety Activities**

- (A) The Company agrees that it shall pay one bargaining unit employee the applicable wage rate while such employee is engaged in an inspection of the Company with an OSHA inspector. (International Brotherhood of Electrical Workers).
- (B) Time spent in Committee meetings by Union representatives, including walk-around time during joint inspections and investigations, shall be considered and compensated for as regularly assigned work. (Oil, Chemical and Atomic Workers).

**(Restrictive clauses)**

- (A) The Union Co-chairman or his designee will be afforded time off without pay as may be required to visit departments at all reasonable times for the purpose of transacting the legitimate business of the committee.
- (B) Employees other than Stewards will be released when requested by the State or Federal Safety Representative for the purpose of inspection or investigation of a safety matter. Such employees will not be paid by the Company for the time off his assigned job and the number of employees released will be the minimum number necessary for the purpose of the inspection or investigation.

**Notification of Hazardous Material  
Usage**

- (A) The Company agrees to keep the Health and Safety Committee fully informed regarding the nature of substances used in the plant, the exposure to which may be unhealthy or dangerous, and shall maintain a file at each plant containing information regarding the properties of these substances and protection required. This file shall be available to the Health and Safety Committee on request. (International Chemical Workers).
- (B) Where the Company uses toxic materials it shall inform the affected employees what hazards, if any, are involved and what precautions shall be taken to insure the safety and health of the em-

ployees. The Company will continue its program of periodic in-plant noise and air sampling and testing under the direction of qualified personnel. When the union Co-Chairman of the Health and Safety Committee alleges a significant on-the-job health hazard due to in-plant air pollution, the Company will also make such additional tests and investigations as are necessary. A report based on such additional tests and investigations shall be reviewed and discussed with the Joint Safety and Health Committee. (United Steelworkers of America).

*Nonliability for health and safety problems*

- (A) Union will not be held responsible for any poisoning of workers or consumers. The Union will be free from legal recourse and will be free to assist any worker who has been poisoned with his demands against Company for such poisoning. (United Farm Workers of America).
- (B) It is intended that, consistent with the foregoing functions of the safety and health committees, the International Union, Local Unions, Union Safety Committees and its officers, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees. (United Steelworkers of America).

V. UNION ACCESS TO INFORMATION

*Accident, illness and death reports*

- (A) The company shall notify the respective union not later than the end of the next regular working day of any lost-time accidents to any of its members that necessitated confinement in any hospital or clinic, providing the Company has knowledge of such confinement. (International Brotherhood of Electrical Workers).
- (B) The Company will furnish annually to the Union available statistical data on the illness, injury and death experience of employees in the bargaining unit. (Oil Chemical and Atomic Workers).

*Results of medical examinations*

One baseline cholinesterase test and other necessary cholinesterase tests shall be taken on those workers employed as applicators at Company's expense when organo-phosphates are used. Union shall be given results of said tests immediately. (United Farm Workers of America).

(Restrictive Clause)

Where tests or physical examinations of employees are required in connection with the use of hazardous materials, the employees affected will be advised of the reason for such tests or examinations. Employees so tested or examined and exhibiting abnormal results based on such tests or examinations shall be advised of the results, except where the Company physician feels that the release of such information might cause the employee undue emotional stress or complications.

*Access to State and Federal reports*

- (A) This Labor-Management Committee shall discuss any and all matters concerning health, hygiene, safety of the job and better plant operation. The Chairman of the Union Committee shall receive copies of the minutes of the meetings, and copies of any reports submitted to the Company by the State or Federal Safety, Health and Hygiene Agencies available to the Company and the Union. (International Chemical Workers).
- (B) Provide the health and safety professionals of the International Union's staff the same data, when available, for all plants that the Corporation is now required to file on OSHA Form #102 as it is now constituted. (United Automobile Workers).



## VI. SPECIAL HAZARD RESTRICTIONS OR PROVISIONS

### *Prohibition on Use of Hazardous Substances*

- (A) Employers agree not to use carbon tetrachloride or other toxic compounds or chemicals that are considered harmful and hazardous to personal health. Refusal to use harmful compounds will not be deemed refusal of duty. (Pacific Coast Marine Firemen).
- (B) 1. Aldrin, Dieldrin 4-2 granular will be limited to use in the ground at the time of planting of non-root crops.
2. Endrin shall not be used as an insecticide, but this will not prevent the use of endrin treated seed.
3. 2,4,5-T will be limited to use on brush and mesquite for purposes of land reclamation.
4. 2,4-D sodium salt will be limited to grain crops, alfalfa and asparagus.
5. DDT, DDD and 2,4-D shall not be used (United Farm Workers of America).

### *Restrictions on Dangerous Work Conditions*

- (A) The Company recognizes that employees must not be required to handle equipment which is cumbersome or whose weight is excessive. The question as to whether a particular piece of equipment is cumbersome or excessive in weight under all circumstances may be submitted as an immediate grievance. (Broadcast Employees and Technicians).
- (B) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of a government regulation relating to safety of person or equipment. (International Brotherhood of Teamsters).

### *Watchmen for Hazardous Work*

- (A) Where it is consistent with the Occupational Safety and Health Administration's standards, where dangerous chemicals, explosives, toxic gases, radiation, laser light or high voltages

are to be handled and where the safety of an employee would be endangered by working alone, another qualified employee shall be placed so that assistance can be rendered in the event of need. (International Association of Machinists).

- (B) When men are varnishing tanks or engaging in work with explosives or inflammable materials within closed tanks the men doing this work must have a watchman on the outside of the tanks at all times and safety apparatus shall be inspected and placed in perfect condition before the men go into the tank to perform the above work. (Brewery and Soft Drink Workers).

#### *Prohibition on Speed-Up*

- (A) Maximum production as used herein shall in no case be a rate of speed which endangers the health and safety of any employee. (United Rubber Workers).
- (B) There shall be no speed-up or increase in the work load so as to impose an undue burden upon any employee covered by this Agreement, or where the effect of such speed-up or increase in the work load is to diminish the work force or lessen the total number of hours worked at any job location. (Service Employees' International Union).

#### *Ventilation requirements*

- (A) Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces. No spray painting shall be performed in any confined spaces on any ship except by mutual agreement between the Employer and representatives of the Painters' Union and local Metal Trades Council. (Pacific Coast Metal Trades Council).
- (B) Binderies and related departments shall be so ventilated while work is being performed therein, that the air shall not become so exhausted as to be injurious to the health of persons employed therein, and shall be so ventilated as to render harmless as far as

possible, all gases, vapors, dust and other injurious impurities generated in the course of the work being performed therein. (Graphic Arts Union).

## VII. MISCELLANEOUS CLAUSES

### *Independent health research studies*

(A) 2. The Company will, from time to time, retain at its expense qualified independent industrial health consultants, mutually acceptable to the International Union President or his designee and the Company, to undertake industrial health research surveys, as decided by the Committee, to determine if any health hazards exist in the work place.

3. Such research surveys shall include such measurements of exposures in the workplace, the results of which will be submitted in writing to the Company, the International Union President, and the joint committee b the research consultant, and the results will also relate the finding to existing recognized standards. (Oil, Chemical and Atomic Workers).

(B) The parties hereby mutually agree as follows:

1. To establish at Harvard University School of Public Health, an Occupational Research Study Group to undertake an epidemiological study of the employees covered by this agreement.

5. The functions of the Occupational Research Study Group shall be as follows:

(a) To make a preliminary study as to the appropriate procedures for conducting an epidemiological study into potential environmental health problems which might affect employees under this Agreement and to formulate long range programs based upon the results of this study.

(b) To assist the Company in the development of safe standards for

occupational environments.

- (c) To recommend uniform methods of record keeping to assist in the prevention and detection of environmental diseases.
- (d) To act as a consultant to the Occupational Health Committee on matters referred to that Committee for consideration.
- (e) To assist in the development of appropriate environmental controls of (1) new chemicals and processes introduced into the Company's operations covered hereby, (2) chemicals and dusts of already recognized toxicity, and (3) other working conditions as appropriate.

14. All necessary expenses incurred in the implementation of this Program not to exceed the equivalent of  $\frac{1}{2}\text{¢}$  per hour for each hour worked by employees covered hereby, shall be borne by the Company, including the expenses of the Occupational Research Study Group and the salary of its Director. (United Rubber Workers