

Workplace hazards and your contract.

Local Supplement

Article 25

HEALTH & SAFETY

Section 1. Management shall afford the Union reasonable access to its facilities and records. Inspection and testing by experts, retained by the Union, and properly cleared and approved by appropriate base officials, may be conducted to evaluate safety or health practices, policies or conditions.

Section 2. The Employer shall assure that no BUE is subject to restraint, interference, coercion, intimidation, discrimination, or reprisal for filing a report of unsafe or unhealthy working condition(s) or other participation in the Employer's Safety Program activities. BUEs who believe they have been subject to acts of reprisal for participation in the Employer's Safety Program activities shall have the right to seek redress through the NGP.

Section 3. The Parties agree that a smoke-free work environment is essential to the health of all BUEs. Management shall continue to provide smoking areas that are currently designated for this purpose. The Union will be notified of any changes to these designated areas IAW Article 33 of the MLA.

Local Supplement

Article 41

Section 13. BUEs on duty, shall normally be allowed no more than 15 minutes of clean-up time prior to lunch and at the close of the shift, for the purpose of cleaning the work area, returning tools to the tool room and general clean-up duties. **The amount of clean-up time shall correspond to the type of work and extent to which clean up is necessary, as determined by the supervisor, but with input from the BUEs (e.g., during clean up of toxic or hazardous material). BUEs in positions for which special clothing has been furnished, shall be allowed sufficient time to change into and out of this clothing.**

Master Labor Agreement

ARTICLE 25

HEALTH AND SAFETY

SECTION 25.01: GENERAL POLICY

The Employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The **Employer and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.** The Employer agrees to comply fully with all provisions of Executive Order No. 12196 as implemented within DOD and 29 CFR Part 1960.

SECTION 25.02: PUBLICITY

The parties agree to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards under the USAF Hazard Reporting Program.

SECTION 25.03: LOCAL ACTIVITY COMMITTEES

The Employer will maintain a Safety and Health Committee at each subordinate AFMC activity. Such activity committee will be chaired by the Commander of the subordinate AFMC activity or designee. **Meetings will be scheduled at least quarterly on dates scheduled by the chairman. Additional meetings will be held upon mutual agreement of the parties to consider serious safety matters that arise between the regular scheduled meetings. Two representatives of the union shall be entitled to permanent membership on such committees and will have equal status with other committee members.** In addition, the Union will be permitted the presence of a technical advisor on an as-needed basis, provided the request is made at the same time as agenda items are submitted. Official time entitlements to allow representation under this article will be as authorized under Article 4.

- a. The purpose of such committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Commander of the subordinate AFMC activity, and perform such additional tasks as the Commander or the committee chairman may direct. **The committee may also review matters such as occupational safety and health training programs.**
- b. An agenda for each committee meeting shall be prepared in advance; either party may propose subjects for discussion by submitting such to the activity Safety Office at least 15 workdays prior to the scheduled meeting date of the committee. Additional agenda items may be submitted on health and safety issues that arise subsequent to the 15 day requirement. Minutes of all meetings will be taken and will be distributed to all attendees. Minutes will be signed by the committee chairman and will include appropriate committee recommendations, the appropriate priority of each recommendation as determined by the chairman, and the action office assigned to implement adopted recommendations.
- c. Each member of the committee shall have the right, if desired, to file a dissenting report to each committee's full report or any part thereof, and that dissent shall become a part of the official record of the report on the subject.
- d. **This section does not preclude a Union representative from attending organizational safety meetings below the activity level.**

SECTION 25.04: HEALTH AND SAFETY STANDARDS

The **Employer and the Union agree that applicable Air Force guidance on safety and health are minimal safety standards. In the absence of Air Force guidance, applicable OSHA standards will govern, and if there is no applicable OSHA standard, nationally recognized sources of health and safety criteria will be utilized.**

SECTION 25.05: PROTECTIVE CLOTHING, EQUIPMENT, TOOLS

The **Employer agrees to provide to employees any required tools and safety or protective equipment, reasonably fitted safety clothing, and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties.** Such equipment will be provided as authorized by applicable Air Force regulations and directives (such as Technical Orders, Table of Allowances and local supplements thereto, etc.), and issuances shall be strictly governed by criteria contained in those authorities. The Union agrees to assist the Employer in aggressively publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures.

SECTION 25.06: EMPLOYEE SAFETY TRAINING

Wherever employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to said employees. An employee should not be required to work on a job or machine with which he or she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

SECTION 25.07: REPAIR OF OPERATING EQUIPMENT

Repair or adjustments to operating machines or energized circuits will be conducted strictly in accordance with applicable Technical Orders or other validated operating instructions.

SECTION 25.08: TOXIC OR FLAMMABLE VAPORS

Where work is required to be performed in enclosed areas where flammable or toxic vapors may exist, the Employer agrees such areas will be maintained such that vapor levels remain within acceptable safety parameters as set forth by applicable safety standards.

SECTION 25.09: TEMPERATURE CONDITIONS

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factor, air flow, the work to be performed, and similar considerations.

Where the Employer's Bioenvironmental Office determines that the effective temperature in a particular work area or site exceeds recognized standards for the degree of work being performed, the Employer will take precautionary measures to reduce the risk to employees so exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This Section shall apply to both heat and cold exposure situations. Protective clothing for such situations will be provided where authorized in accordance with Section 25.05.

SECTION 25.10: EXPOSURE TO HAZARDOUS CONDITIONS

The Employer agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the employee's official duties. Employees performing such duties will be compensated in accordance with Article 26, Hazard and Environmental Pay, and applicable regulations cited therein.

SECTION 25.11: IMMINENT DANGER SITUATIONS

When an employee, during the course of performance of official duties, believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness, loss of a facility, or major property damage, said employee shall cease the activity and immediately contact the nearest available supervisor. The supervisor shall then make an evaluation of the situation after discussion with appropriate safety personnel and decide as to whether work may proceed. The union will be advised and specific information provided when requested.

SECTION 25.12: NOTIFICATION OF DANGEROUS CONDITION

When the Employer determines that a dangerous or potentially dangerous condition arises or is present at a particular worksite, employees at that worksite and the union will be notified as soon as possible so precautionary steps can be taken. Final evaluation of the condition will not be delayed due to unavailability of the union representative.

SECTION 25.13: POSTING NOTICE OF HAZARDOUS CONDITION

The Employer agrees to post notice of hazardous conditions discovered in a work place as required by applicable regulations. The notice shall be posted, with a copy to the union office when requested, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

SECTION 25.14: INSPECTIONS

Safety and health inspections or surveys will be conducted by the Employer as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations.

- a. **When a scheduled worksite inspection is conducted by a safety organization external to the directorate or equivalent, as part of a regular recurring requirement, the Union will be given an opportunity to have union representation to accompany the Employer's Inspector(s).** Where the inspection is conducted by the Activity's Safety Committee the Union's permanent member(s) may accompany the inspection team.
- b. The Union agrees to provide, in advance, one telephone number and one alternate number at each subordinate AFMC activity whereby the Employer will give notice to the Union of an impending inspection of a particular work area. Inspections will not be delayed due to unavailability of the Union representative.

c. Inspections shall be conducted in a manner so as to preclude any disruption of the operations of the worksite being inspected. **The Employer's Inspector(s) and accompanying Union representatives may discuss with worksite personnel any matters affecting their safety and health and may offer said personnel the opportunity to identify alleged unsafe or unhealthful working conditions.**

SECTION 25.15: ACCIDENT INVESTIGATIONS

Where the Employer conducts an industrial accident investigation involving or impacting bargaining unit employees, the Union shall be permitted at its request to meet with the safety and/or management official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.).

SECTION 25.16: REPORTING HAZARDOUS CONDITIONS

All employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations.

a. The parties agree that alleged hazards of an imminent danger to employees will be promptly reported orally to the supervisor. Procedures in 25.16b. may apply. Employees may utilize Air Force Form 457, USAF Hazard Report, to report such alleged hazards to the subordinate AFMC activity Safety Office. Such reports shall be processed in accordance with applicable regulations, including 29 CFR Part 1960 where appropriate. Employees filing such hazard reports may request that their identity not be revealed to anyone other than the officials processing the report, and the Employer will maintain maximum confidentiality following such request.

b. Employees who file complaints over alleged health and safety violations under the provisions of 29 CFR Part 1960 are precluded from filing a grievance over the same incident. Health and safety grievances filed by the Union or employees will not be affected where other employees file health and safety violations under 29 CFR Part 1960.

SECTION 25.17: REPORTS TO UNION

Upon request, consistent with 5 USC 7114(b)(4), the Union shall be advised by the Employer of any action taken as the result of a hazard report and/or a safety inspection concerning a safety matter affecting bargaining unit employees. If the inspection is the result of a hazard report, and the employee who filed the report or the Union is not satisfied with the action taken, the report of alleged hazard may be further processed in accordance with Section 25.16 above.

SECTION 25.18: TRAINING FOR UNION MEMBERS OF SAFETY COMMITTEE

The Employer, to the extent provided in applicable regulations, agrees to provide introductory and specialized training for the Union's permanent representatives on the activity Safety and Health Committee and full-time representatives at each subordinate AFMC activity to enable such representatives to participate fully in the activity's safety and health program aimed at assuring a safe and healthful work environment. **Such training shall be provided without loss of pay or charge to leave for specified Union representatives.**

SECTION 25.19: UNION PARTICIPATION IN FIELD FEDERAL SAFETY COUNCILS

The Employer, in accordance with 29 CFR Part 1960 and other applicable regulations, agrees to permit the Union's permanent representatives on each subordinate AFMC activity Safety Committee to participate in activities and attend meetings of Field Federal Safety Council in the Activity's area. Such participation shall be without loss of pay or charge to leave.

SECTION 25.20: PHYSICAL EXAMINATIONS

The Employer agrees to provide physical examinations for those employees who have been exposed to potentially dangerous or unhealthy working conditions to the extent required by applicable regulations.

SECTION 25.21: NOTICES TO UNION OF SERIOUS INJURY/ILLNESS

The Civilian Personnel Office will promptly notify the Union in the event of a serious on-the-job injury, illness, or death, of the name of the employee involved, after contact has been made with the employee's emergency addressee.

SECTION 25.22: WORK IN REMOTE AREAS

When work is required to be accomplished in enclosed or remote spaces where unobserved injury or illness may occur, the provisions of Section 25.11 shall apply.

SECTION 25.23: LOCAL SUPPLEMENTATION FOR UTAH TEST AND TRAINING RANGE

Nothing in this Agreement shall prohibit the supplementation of this Article at Hill AFB regarding Utah Test and Training Range.