

**ARTICLE 20**  
**SAFETY AND HEALTH**

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

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).

B. It is the duty of every Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 12](#), Sick Leave, when employees self-report a contagious health condition.

**C. COVID-19 Vaccination**

COVID-19 remains a recognized hazard in the workplace. The Employer will continue to take all required measures to ensure a safe and sanitary work environment for employees and the public they serve. These measures are established by the Washington State Department of Labor and Industries (L&I) and include, but are not limited to, providing hand washing facilities and supplies, regular cleaning and sanitizing of surfaces in all offices and facilities. Employer will provide adequate supplies of disposable masks, hand sanitizer and gloves upon request and where appropriate. ~~This sub-section 1 applies to state executive and small cabinet agencies. Statewide~~

~~1 elected offices may choose to implement a vaccine requirement. If so,  
2 these agencies will provide notice to the union and satisfy their  
3 bargaining obligation.~~

~~4 It is the duty of every Employer to protect the health and safety of  
5 employees by establishing and maintaining a healthy and safe work  
6 environment, and by requiring all employees to comply with health and  
7 safety measures. All employees are required to complete their primary  
8 series of COVID-19 vaccines (e.g. be fully vaccinated) according to the  
9 schedule recommended by the U.S. Center for the Disease Control and  
10 Prevention be up to date with COVID-19 vaccination or be approved for  
11 a medical or religious exemption and accommodation as a condition of  
12 employment. Vaccination includes a primary series, additional doses,  
13 and boosters that are recommended by the U.S. Centers for Disease  
14 Control and Prevention. Employees who fail to maintain this condition  
15 of employment for their position will be subject to non-disciplinary  
16 separation. Employees who provide proof of up to date COVID-19  
17 vaccination, to include boosters, will receive a one-time lump-sum  
18 payment pursuant to Article 42, Section 42.38 – Lump Sum.~~

- ~~19 1. If the Employer requires an employee to get a COVID-19 test, it  
20 shall be done on the Employer's time and expense.~~
- ~~21 2. All information disclosed to the Employer during the  
22 vaccination verification process will be stored in the employee's  
23 confidential medical file only. This information will only be  
24 accessed by the Employer on a need-to-know basis.~~
- ~~25 3. If the employee's accrued sick leave is at risk of falling under  
26 forty (40) hours, they may request shared leave from the shared  
27 leave bank in accordance with RCW 41.04.665 if they are  
28 required to isolate or quarantine and the Employer is unable to  
29 accommodate an alternative work assignment.~~



1 4. Any emergency contracting out due to short staffing as a result  
2 of not requiring vaccination will supplement and not supplant  
3 bargaining unit positions. This provision should not be  
4 construed as a waiver of the union's right to receive notice and  
5 bargain over contracting out of bargaining unit work in  
6 accordance with Articles 38 and 45.

7 5. The Employer will educate employees about COVID-19  
8 prevention and adhere to CDC and L&I requirements regarding  
9 keeping employees who have tested positive or who are  
10 symptomatic out of the workplace.

11 6. The Employer will encourage employees to physically distance  
12 and maintain existing physical barriers where possible.

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

16 ~~D.E.~~ When an employee has concerns about access to communications when  
17 working away from their duty station, the employee will bring the issue to  
18 their supervisor for resolution.

19 **20.2** The Employer will determine and provide the required safety devices, personal  
20 protective equipment and apparel, including those used in the transporting of  
21 offenders, patients and/or clients, which employees will wear and/or use. The  
22 Employer will provide employees with orientation and/or training to perform their  
23 jobs safely. If necessary, training will be provided to employees on the safe  
24 operation of the equipment prior to use.

25 **20.3** Each agency will form joint safety committees in accordance with WISHA  
26 requirements at each permanent work location where there are eleven (11) or more  
27 employees.

1   **20.4**   Safety committees will consist of employees selected by the Union and Employer-  
2           selected members. The number of employees selected by the Union must equal or  
3           exceed the number of Employer-selected members. The number of union-  
4           designated employee representatives on the committee(s) will be proportionate to  
5           the number of employees represented by the Union at the permanent work location.  
6           Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee  
7           recommendations will be forwarded to the appropriate Appointing Authority for  
8           review and action, as necessary. The Appointing Authority or designee will report  
9           follow-up action/information to the Safety Committee.

10          In those cases where the Union has attempted to provide union-designated  
11          representatives for a safety committee and has been unable to do so, the Union may  
12          contact the agency to request assistance in providing notice of safety committee  
13          nominations. If the Union is still unable to provide representatives to the Employer,  
14          then the Employer and the Union together will hold an election and will appoint  
15          those elected representatives. If the Union is still unable to provide representatives  
16          to the Employer, the Employer may appoint volunteers who have been elected and  
17          are willing to serve until the Union designates safety committee representatives.

18   **20.5**   The Employer will follow its practices regarding blood-borne pathogens.

19   **20.6**   When an employee(s) worksite is impacted by a critical incident the Employer will  
20           provide the employee(s) with an opportunity to receive a critical incident debriefing  
21           from the Employee Assistance Program or other sources available to the agency.

22   **20.7**   If the Employer determines employees have been exposed to a serious  
23           communicable disease in the course of their official duties, the employee may be  
24           granted paid administrative leave to seek testing and treatment.

**20.8 Ergonomic Assessments**

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workstation is completed. Solutions to identified issues/concerns will be implemented within available resources.

**20.9 Air Quality Assessments**

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 20.4, above.

~~**20.10 Department of Corrections**~~

~~A. The Employer will provide sufficient staff for the transportation of offenders in a safe manner in accordance with agency policy.~~

~~B. The Employer will continue to provide controlled environments and the use of safety glass in its field offices for the safety of staff.~~

~~C. The Employer will offer training to enhance staff's proficiency at detecting potential risk and dangerous situations. The Employer will also offer training on active threats and techniques of de-escalation.~~

~~D. The parties agree to maintain and utilize the Community Corrections Division Security Advisory Committee to evaluate and propose solutions to improve the operational safety of staff performing the work of community corrections.~~

~~E. The parties commit to work together within the term of this agreement to find a shared solution to the real-time monitoring concern.~~

~~F. Employees without arrest authority will be provided an opportunity to be trained in self-defense on an annual basis.~~

**TENTATIVE AGREEMENT REACHED**

For the Employer:



Scott Lyders, OFM  
Senior Labor Negotiator

5/25/2023

Date

For the Union:



Kurt Spiegel  
WFSE/AFSME Council 28  
Interim Executive Director

5/25/23

Date

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