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## **Introduction to Safety and Risk Management**

With over 14,000 students involved in diverse learning experiences on and off campus, the number of health and safety issues is seemingly infinite. To assist in addressing these issues, the office of Risk Management/Environmental Health and Occupational Safety (RM/EHOS) provides support to the academic and administrative activities of the University by planning, coordinating and implementing a variety of programs and procedures that promote a safe and healthy environment for employment, study and research.

This guide provides an overview of the campus' resources, procedures and programs dedicated to safety and risk management at CSU Dominguez Hills. Additional information is available from the RM/EHOS staff.

## California Occupational Safety and Health Administration

### Overview of Cal/OSHA

The state of California administers its own workplace safety and health program as set forth in Federal Occupational Safety and Health act of 1970. This act permits a state to manage its own occupational safety and health program if it meets federal requirements. Cal/OSHA was created in 1973 to enforce effective standards, encourage employers in maintaining safe and healthful working conditions as well as provide enforcement, research, information and educational services.

### *Employee Rights*

California employees have the right to a safe workplace and a number of other more specific rights under the California Occupational Safety and Health Act. Employees have the right to:

1. Get training for their employer about workplace hazards and workers' rights
2. Request information from their employer about Cal/OSHA standards, worker injuries and illnesses, job hazards and workers' rights.
3. Request action from their employer to correct hazards and safety violations
4. File a complaint with Cal/OSHA if they believe that there are either violations of Cal/OSHA standards or serious workplace hazards.
5. Be involved in a Cal/OSHA inspection of their workplace by participating in the walkaround.
6. Have access to Cal/OSHA's inspection findings
7. Participate in meetings or hearing to discuss any objections their employer has to Cal/OSHA's citations or to changes in abatement deadlines.
8. File a formal appeal of deadlines for hazard correction
9. File a Cal/OSHA discrimination or whistleblower complaint with the Division of Labor Standards Enforcement (Labor Commissioner).

### *Employee Responsibilities*

Although Cal/OSHA does not cite workers for violations, each employee is encourage to comply with all Cal/OSHA rules, regulations and standards. Cal/OSHA recommends that workers do the following:

1. Read the Cal/OSHA poster at the jobsite
2. Increase their awareness about Cal/OSHA standards that are designed to protect them. Call their onsite safety office or local Cal/OSHA Enforcement Unit district office for information.
3. Follow all employer safety and health rules and regulations as well as wear prescribed personal protective equipment while working.
4. Report hazardous conditions to their employer (supervisor)
5. Report any job related injury or illness to their employer and promptly seek treatment.
6. Cooperate with Cal/OSHA enforcement personal during inspections.
7. Exercise their rights under the California Occupational Safety and Health Act. They are provided for their protection.

## Supervisor Responsibilities

The supervisor is an instrumental part in CSU Dominguez Hills' health and safety program. The supervisor's basic responsibilities include:

1. *Being acquainted with safe work procedures*  
The supervisor is responsible for being acquainted with safe work procedures that must be used to perform each job task. Industry standards are excellent resources when it comes to being familiar with safe procedures that must be employed in the work areas under your supervision. The office of RM/EHOS is available for consultation in developing safe work procedures and practices.
2. *Ensuring employees are adequately trained*  
Although it's not University policy that supervisors conduct training for their employees, it is your responsibility to ensure all employees under your direction have received required training. The office of RM/EHOS also encourages supervisors of employees that perform high hazard tasks to perform periodic training on their own. This can be easily accomplished by presenting safety information available through various media such as handouts, videotapes and the Internet.

The office of RM/EHOS also provides monthly safety training sessions on a variety of topics. These monthly sessions assist in complying with annual Cal/OSHA training requirements as well as present new safety information. As a supervisor, you will be notified by email when and which sessions your employees will need to attend.

3. *Enforcing Safe Practices*  
It is the supervisor's responsibility to enforce safe work practices and procedures. Failure to do so invites unsafe acts to occur and also reinforces the continuation of unsafe behavior.
4. *Ensuring Medical Monitoring requirements are met.*  
The California Code of Regulations provides that employees with potential exposures to certain harmful agents shall receive medical monitoring examinations. These examinations serve the purpose of detecting adverse health effects that could possibly be related to workplace exposures. Early detection of disease will result in earlier treatment and will allow for cessation of additional exposures that could aggravate a potentially serious medical condition.
5. *Reporting Injuries and Illnesses*  
In the event of injury or illness, it is the supervisor's responsibility to take or send the injured employee for medical care to the Student Health Center, Centerpointe Medical Group or the employee's pre-designated physician. Additionally, a workers compensation packet must be provided within 24 hours of knowledge of the injury/illness. More information regarding supervisor responsibilities for workers compensation is provided on page 15.

## **Collective Bargaining Agreements Health and Safety sections**

### **Unit 1: Union of American Physicians and Dentists 2001-2004 (UAPD) Contract**

#### ARTICLE 24 - HEALTH & SAFETY

- 24.1 The Employer recognizes its obligation to provide safe and healthful working conditions to its employees. The Union agrees that it shares responsibility for this effort.
- 24.2 Safety equipment deemed necessary by the President shall be provided to the employee in accordance with campus procedures. Such equipment may include, but is not be limited to, that which is necessary to protect employees from infectious and communicable diseases.
- 24.3 An employee shall be responsible for maintaining safe working conditions and adhering to CSU-established safety rules, regulations and practices.
- 24.4 An employee who observes or detects any safety hazard shall immediately report it to his/her immediate supervisor or appropriate administrator.
- 24.5 An employee's suggestions regarding safety shall be submitted to the appropriate administrator designated by the President.

### **CSEA July 1, 1999 - June 30, 2002 Bargaining Units 2, 5, 7 and 9**

#### ARTICLE 23 - HEALTH AND SAFETY

- 23.1 The CSU recognizes the importance of procedures for the protection of health and safety of employees and shall endeavor to maintain such conditions conducive to the health and safety of the employees. In the event of earthquake, other natural disasters, or a state of emergency declared by a President, the CSU shall endeavor to take necessary health and safety measures as required. At an appropriate time, the CSU agrees to meet with the Union to review such measures taken during an earthquake or other natural disaster.
- 23.2 Safety equipment and protective safety clothing shall be provided and maintained, when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment and clothing shall include, but shall not be limited to, safety glasses, ear plugs or other ear coverings, lab coats, smocks, and steel-toed boots and other protective footwear.
- 23.3 An employee shall endeavor to maintain safe working conditions and shall adhere to CSU established safety rules, regulations, and practices.
- 23.4 An employee who observes or detects any safety hazard shall report it first to his/her immediate supervisor or appropriate administrator as soon as possible, and may report it to the Environmental Health and Safety Officer.
- 23.5 Recommendations and suggestions regarding safety presented by an employee or the Union shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator and to the Environmental Health and Safety Officer in writing, the employee shall receive a response in writing giving the disposition of such a recommendation or

suggestion.

- 23.6 When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions 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.
- 23.7 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her 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 reassignment shall continue until a remedy is implemented. If, after the remedy is implemented, the employee still believes the unsafe or unhealthy condition exists, he/she may contact the Environmental Health and Safety Officer. The Environmental Health and Safety Officer shall respond to the employee as soon as possible.
- 23.8 One campus employee from bargaining units 2, 5, 7, and 9 shall be designated by CSEA to represent the safety interests of employees in these bargaining units. The names of these individuals shall be provided in writing to the President. Such representation shall be by membership on the existing campus-wide safety committee. Such a representative may submit agenda items related to health and safety. Topics may include, but shall not be limited to, the use of video display terminals (VDTs) and other appropriate safety matters. This provision shall not preclude other bargaining unit employees from serving on the campus-wide safety committee when appointed by means other than those provided in this provision. Where there is no existing campus-wide safety committee, the designated unit representative(s) may meet with the Environmental Health and Safety Officer in order to address issues of health and safety affecting their units.
- 23.9 There shall be a campus Plant Operations Safety Committee which shall meet at regularly scheduled times during normal business hours. A reasonable number of employee representatives appointed by the Union shall serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings. Recommendations and suggestions regarding safety as submitted in accordance with Provision 23.5 are appropriate as an agenda item for such committee meetings.
- 23.10 When available, upon the Union's written request, the Employer shall furnish campus disaster plans and the Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information, such as an Injury and Illness Prevention Program, shall be provided to the Union or an employee, upon written request and within the requirements of the law.
- 23.11 As deemed necessary by the President, the CSU shall provide safety training and instruction to minimize illness or injury to employees.

### **Unit 3: California Faculty Association – CFA (1998-2001)**

#### **Article 37-Safety**

- 37.1 The CSU recognizes the importance of procedures for the protection of health and safety of faculty unit employees. The CSU shall endeavor to maintain conditions which are conducive to

- the health and safety of the employees. The CSU shall endeavor to ensure that faculty unit employees will not be required (a) to work in unsafe conditions or (b) to perform tasks that endanger their health or safety.
- 37.2 Safety equipment shall be provided to a faculty unit employee when it is deemed necessary by the President to maintain safe and healthful conditions.
- 37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU established safety rules regulations and practices.
- 37.4 A faculty unit employee who observes or detects any safety hazards shall report it to the appropriate administrator as soon as possible. All work related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 37.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by a faculty unit employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.
- 37.6 When a faculty unit employee believes in good faith that he/she is being required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy and unsafe conditions and shall immediately communicate with the faculty unit employee as to the results of such an investigation and, if deemed necessary, the steps that shall be take to correct the condition.
- 37.7 A faculty unit employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her 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 of unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented.
- 37.8 One employee for the bargaining unit shall be designated by CFA to represent the safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campus wide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campus wide safety committee when appointed by means other than those provided in this provision.

#### **Unit 4: Academic Professionals of California ARTICLE 31 - SAFETY**

- 31.1 The CSU recognizes the importance of safe and healthful working conditions and shall endeavor to maintain such conditions conducive to the health and safety of employees.
- 31.2 Safety equipment deemed necessary by the President shall be provided to the employee in accordance with campus procedures.
- 31.3 An employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices.
- 31.4 An employee who observes or detects any safety hazard shall immediately report it to his/her

immediate supervisor or appropriate administrator. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.

- 31.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by an employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.
- 31.6 When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions or without adequate safety equipment, he/she shall notify the appropriate administrator. The appropriate administrator or Environmental Health and Safety Officer shall investigate as soon as possible the alleged unhealthy or unsafe conditions or lack of safety equipment 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 conditions.
- 31.7 An employee may request a temporary relocation when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health or safety. The appropriate administrator shall respond promptly 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, a temporary relocation shall continue until a remedy is implemented.
- 31.8 One (1) employee from the bargaining unit on each campus shall be designated by APC to represent the safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other than those provided in this provision.
- 31.9 Upon request of, and at the expense of APC, the CSU shall provide APC with copies of existing reports in the possession of the CSU pertaining to employee and/or work place health and safety, exclusive of information defined as "confidential" or "personal" pursuant to the Information Practices Act of 1977. Nothing in this provision shall require the Employer to draft new or unique reports at the request of the Union.

## **Unit 6: State Employees Trades Council – SETC (1999-2002)**

### **ARTICLE 28 - HEALTH & SAFETY**

- 28.1 The Employer recognizes the importance of safe and healthful working conditions and shall make a reasonable effort to provide such to its employees.
- 28.2 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 procedure of this Agreement.
- 28.3 Safety equipment, protective clothing, and tools shall be provided at no cost to an employee when it is deemed necessary by the President to maintain safe and healthful conditions. Such equipment may include, but is not limited to, safety glasses, respirators, masks, ear protectors, hard hats, harnesses, and gloves.

- 28.4 When an employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions or without adequate safety equipment and clothing, he/she shall notify the appropriate administrator. The appropriate administrator or environmental Health and Safety Officer 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.
- 28.5 An employee may take out of service or shut down a machine when he/she 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 his/her health and safety, he/she may request a temporary reassignment pursuant to provision 28.6.
- 28.6 An employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her 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.
- 28.7 There shall be a campus Plant Operations Safety Committee which shall meet at regularly scheduled times during normal business hours. A reasonable number of employee representatives shall serve as committee members. Committee members may place items related to health and safety on the agenda for such committee meetings.
- 28.8 There shall be a Subcommittee of the Plant Operations Safety Committee which shall consist of an equal number of management and employee representatives. The Union shall designate its representatives. Appointed representatives from management and the Union shall meet on a monthly basis or by mutual agreement. The purpose of these meetings is to recommend to the campus Plant Operations Safety Committee safety regulations, guidelines, training programs, and necessary corrective action concerning conditions associated with the work environment. The Union may seek other remedies provided by law if the reasonable recommendations regarding corrective action are not implemented by the Employer within a reasonable period of time.
- 28.9 One campus employee from the bargaining unit shall be designated by SETC to represent the safety interest of bargaining unit employees. Such representation shall be by membership on the existing campus wide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campus wide safety committee when appointed by means other than those provided in this provision.
- 28.10 When available, the Employer shall furnish to the Union the Material Safety Data Sheets on hazardous substances used by unit employees, upon the Union's written request. Where available, other similar information shall be provided to the Union, upon the Union's written request and within the requirements of the law.
- 28.11 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.

- 28.12 All work related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 28.13 An employee who observes or detects any health or safety hazard shall report it to the appropriate administrator as soon as possible.
- 28.14 The CSU shall endeavor to utilize non-bargaining unit personnel to remove asbestos which is currently identified by the CSU for priority removal. However, in the event that CSU desires to utilize University personnel on any campus to perform any asbestos-related duties including but not limited to removing or repairing asbestos lagging, performing any asbestos abatement or cleaning up asbestos, then the CSU may utilize qualified Bargaining Unit 6 employees in any classification to perform such work subject to the following procedure:
- a. On CSU campuses where Bargaining Unit 6 employees are qualified to perform such work, the University 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, the CSU shall assign this work to qualified employees who shall not decline such assignments, subject to the other provisions of this article.
  - b. On CSU campuses where the University determines that an insufficient number of employees are qualified to perform such work, the University shall first endeavor to utilize employees who have volunteered to become qualified to perform such work. Once said volunteers are qualified, the CSU may assign such work to these, as well as to other qualified employees, who shall not decline such assignments, subject to the other provisions of this Article.
  - c. In the event that there are an insufficient number of employees desiring to become qualified to perform such work, then the CSU 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.
  - d. This provision shall not prohibit qualified bargaining unit employees from performing asbestos-related duties that are necessary in order to complete their normal duties.
  - e. This provision shall supersede all existing campus asbestos-related work assignment practices or policies.
  - f. Payment for the performance of such duties shall be as provided in Article 24, Salary.
  - g. 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.
- 28.15 The CSU shall complete the training of all bargaining unit personnel in a general asbestos awareness course as determined by the CSU within six (6) months after the ratification of this Agreement.
- 28.16 The parties agree to establish a joint system-wide Health & Safety Committee which shall consist of four (4) representatives from the CSU and four (4) representatives from the Union. This committee shall meet on dates mutually agreed-upon by the CSU and the Union. The

function of this committee shall be limited to informing the Union of asbestos abatement projects which the CSU has determined will be performed on any CSU campus for which the CSU has received funding as well as for discussing asbestos and hazardous waste training and safety issues such as air monitoring, medical surveillance, respirators and protective clothing. The committee may mutually agree to discuss other safety issues. However, the decision to remove asbestos or any hazardous waste on any CSU campus and the method of removal is the prerogative of the CSU.

- 28.17 When the CSU desires to utilize training provided by the Union in hazardous waste handling Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training. When the Union agrees to provide such training it shall be provided at no cost to the CSU for such employees.
- 28.18 The decision to contract out asbestos-related work shall not be subject to the requirement of provision 4.1 of the Agreement to make every reasonable effort to perform such work in-house.
- 28.19 When the CSU desires to utilize training provided by the Union in asbestos handling and abatement, Unit 6 employees who undertake such training shall be released from work without the loss of compensation to attend such training. When the Union agrees to provide such training it shall be provided at the cost of one hundred dollars (\$100.00) per employee.

#### **Unit 8: Statewide University Police Association SUPA (2001-2004)**

##### Article 10 - Employee Safety

- 10.1 The President may issue orders, regulations or other directives to provide for the safety of employees and/or property. Employees covered by this Agreement shall obey such orders, regulations or directives.
- 10.2 An employee shall have the obligation to submit reasonable suggestions regarding physical working conditions to the Chief of Police or to raise any concerns regarding health or safety issues with the Chief of Police and shall be entitled to a response.
- 10.3 As current public safety patrol vehicles are surveyed out by the CSU, they will be replaced with vehicles equipped with the standard "police package."
- 10.4 Vehicle safety criteria developed by the CSU shall provide that designated vehicles used by Public Safety employees in the course of duty shall be deemed safe for the use intended. Vehicles shall receive a complete safety inspection between 70,000 and 80,000 miles and each 10,000 miles thereafter.
- 10.5 The CSU shall provide each employee with the following equipment:
- a. badge
  - b. CSU shoulder patches
  - c. two name plates
  - d. CSU identification card
  - e. handgun
  - f. holster
  - g. gun belt and keepers
  - h. ammunition and holder
  - i. baton and baton ring

- j. handcuffs, key and case
- k. whistle
- l. notebook and pen
- m. flashlight and batteries
- n. protective rain gear
- o. body armor

10.6 The following equipment, when required by the President, shall be available in each Department of Public Safety:

- a. mace and holder
- b. shotgun
- c. riot helmet and visor
- d. gas mask and cartridge
- e. coveralls

10.7 All of the items listed in this Article shall remain the property of the CSU.

10.8 In situations when there is only one employee on duty, each Department of Public Safety shall have an established procedure for providing police back-up service within a period of time which is reasonable under the circumstances of each case.

10.9 Upon written request from an employee, the Chief of Police, or his/her designee, shall provide the employee with a copy of the post-traumatic incident counseling policy contained in the Public Safety Policy Manual.

## **Campus Injury and Illness Prevention Program (IIPP)**

The CSUDH Injury and Illness Prevention Program provides the framework for the operationalization of the campus health and safety program. The main objective of the campus health and safety program is to reduce the number and severity of occupationally related injuries and illnesses.

The Office of Risk Management/Environmental and Occupational Health's role in the IIPP is to:

- ◆ Facilitate identification and evaluation of workplace hazards
- ◆ Enable the correction of unsafe conditions
- ◆ Provide a means of communication between the University and the campus community on matters concerning employee health and safety
- ◆ Educate and train employees on health and safety matters
- ◆ Implement a regulation compliance strategy for University documentation and archiving
- ◆ Provide safety consultation to the campus community in a proactive manner

Managers' and supervisors' responsibility in the IIPP is to:

- ◆ Ensure that all employees are knowledgeable about the materials and equipment they are working with, what known hazards are present and how they are controlled
- ◆ Conduct preliminary investigations of all reported industrial injuries and illnesses
- ◆ Maintain Material Safety Data Sheets (MSDS) for all hazardous materials
- ◆ Ensure that all hazardous materials are properly labeled, stored, and, as appropriate, identified for disposal
- ◆ Conduct periodic safety assessments of facilities, equipment and projects to identify unsafe conditions and practices
- ◆ Initiate corrective action for employees who fail or refuse to follow established safety procedures
- ◆ Ensure that all employees are provided with, utilize, and maintain in good condition any required personal protective equipment
- ◆ Ensure that all employees receive specific and periodic medical examinations as required by federal and state regulations.
- ◆ Maintain records of all health and safety activities

Employee's Responsibilities in the IIPP are:

- ◆ Continual practice of safe procedures while working.
- ◆ Complying with all applicable safety and health policies and regulations.

## Workers Compensation

### *What is Workers Compensation?*

Workers Compensation is a benefit program that provides compensation and medical benefits to employees who are injured or become ill due to work. The program is mandated by the State of California Labor Code and is governed by both the California Labor Code and Title 8 of California Code of Regulations. CSU Dominguez Hills along with the other CSU campuses is a member of the CSU Risk Management Authority (CSURMA), a risk pool for workers' compensation and other liability costs. The CSURMA has contracted with Ward North America to administer its workers compensation claims.

### *What is Covered Workers Compensation?*

Any injury or illness is covered if it arises out of, or through, the course of employment. This includes serious as well as minor injuries. Under workers' compensation law, employees, including registered volunteers are eligible for benefits if injured, regardless of fault. The main question is whether or not the injury arose out of or through the course of employment. Ward North America makes the final determination of benefit eligibility.

### *What are the Benefits?*

The program will pay all approved medical and hospital bills associated with work related injury or illness. If an employee becomes disabled, they may be eligible for wage loss benefits. Industrial Disability Leave (IDL) and Temporary Disability (TD) are two programs available to CSU employees. The injured employee is allowed to select the program that best suits their situation. If an employee cannot ever return to the usual occupation due to the injury and illness, they may be entitled to vocational rehabilitation benefits. While enrolled in a rehabilitation plan, the total costs of service and temporary disability is paid by the employer.

Workers Compensation procedures and Injury/Illnesses investigation forms are provided as Appendix B.

### *Disability Management*

CSU Dominguez Hills has adopted a comprehensive Disability Management Program to enable, *whenever feasible*, injured and/or ill employees to return to work as quickly and safely as possible after the onset of an injury or illness. The Disability Management Program facilitates this return to work through close communication between employees, appropriate administrators, and the medical community. The CSUDH Disability Management program is provided as Appendix C.

The Disability Management Program utilizes the input of a team of individuals, including employees, appropriate administrators, Disability Managers, and others to facilitate (temporary) Transitional Employment with the hope that this will help employees return to their regular employment. The Disability Management Program also provides a process for attempting to reasonably accommodate those injured/ill employees who are ultimately found unable to return to their regular job without some kind of Reasonable Accommodation.

## Risk Management

### Definitions

Risk: any event or activity that yields a varied outcome

Loss: dollar amount or negative consequence of unfavorable outcome

Liability: responsibility for or control of outcome

### Risk Management Steps:

1. Identify exposures
2. Evaluate loss potentials
3. Select risk control method
4. Implement risk control method
5. Monitor results
6. Modify method based on loss experience

### Loss Types

Liability      Negligence, personal injury, bodily injury, employment practices and malpractice

Property      Fire, flood vandalism, theft and acts of nature

Income      Reduction in revenue due to business interruption

Personnel    Disability, retirement, resignation and unemployment

Other      Poor public perception

### *Liability Losses*

1. Personal Injury – defamation, loss of earnings, student disputes by claimant. Employment Practices – include discrimination, inequity, harassment (sexual), violations American with Disabilities Act (ADA) or Family Medical Leave Act (FMLA)
2. Bodily Injury – injuries or illnesses caused by university activities and suffered by students, visitors or employees (except work related)
3. Property Damage – damage caused by university activities or operations and suffered by any party

### Controlling Liability Losses

Risk and loss control can be achieved by avoiding the activity or event, implementing risk reduction or elimination techniques (safety), contractual transfer of activity and contractual transfer of financing (insurance). Another method of minimizing exposure to liability losses includes the use of releases from signed by affected parties. For specific information on releases and informed consent notices, please refer to Appendix H.

*Personal Injury*

- ◆ Management controls: established policy and procedures addressing activity or event and implementation of best practices
- ◆ Authorized contractual transfer of activity. *Contracts must be authorized and signed by Procurement and Contracts*
- ◆ Contractual transfer of liability
- ◆ Consultation and guidance from campus sources

*Bodily Injury*

- ◆ Health and safety measures: inspection and corrective action
- ◆ Authorized contractual transfer of activity with insurance provisions. *Contracts must be authorized and signed by Procurement and Contracts*
- ◆ Contractual transfer of liability (Special Events liability coverage for third party lease of campus facilities)

*Property Damage*

- ◆ Management controls: established procedures, training and implementation of best practices
- ◆ Authorized contractual transfer of activity with insurance provisions (Special Events liability coverage for third party lease of campus facilities)
- ◆ Insurance coverage for university owned or leased items

**Insurance**

CSU Dominguez Hills participates in a self-insurance funding mechanism known as a risk pool. The campus annually pays premiums to the CSURMA Risk Pool based on variety of factors including, but not limited to, experience modification and deductible levels. These premiums are paid directly from general fund accounts. Campus areas (Parking, Housing and Extended Education) that are not covered by general fund accounts but are included under CSURMA are invoiced quarterly on a paid loss basis. The table below presents the year to year increase in premiums paid to the risk pool. The IDL/NDI/UI category refers to Industrial Disability Loss (workers compensation indemnity), Non-industrial Disability Insurance and Unemployment Insurance.

<b>Year</b>	<b>Workers Comp</b>	<b>Liability</b>	<b>IDL/NDI/UI</b>	<b>% General Fund Budget</b>
FY99/00	\$764,988	\$265,865	\$193,106	1.2
FY00/01	\$869,449	\$259,001	\$216,090	1.7
FY01/02	\$920,033	\$373,163	\$190,825	2.0
FY02/03	\$1,138,787	\$399,691	\$213,360	

Liability indemnification is extended to all CSUDH employees for occurrences, errors or omissions that arise through the course and scope of their employment. More specifically, the campus' Public Entity Liability policy covers exposures from diverse areas such employment practice, medical malpractice and educators liability. A copy of this policy is available for review at the Office of RM/EHOS.