

## **Article XX – Health and Safety**

### **A. General Conditions**

1. The University and the UAW acknowledge that promoting and maintaining a safe and healthy workplace is the responsibility of both parties.
2. The University shall make reasonable attempts to furnish and maintain safe working conditions in the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus/medical center/laboratory health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.
- ~~3. All Academic Researchers have an obligation and responsibility to complete and sign off on all required safety training and retraining within campus guidelines. List(s) of required training classes shall be provided to the Academic Researcher at the time of hiring. Non-compliance may result in discipline up to and including the termination of appointment.~~
- ~~4. The University shall not retaliate against any Academic Researcher for identifying, and/or expressing concerns about safety-related issues~~

**3. No Academic Researcher shall be retaliated against for identifying and/or expressing concern about any safety-related issue.**

**4. A critical component of the University's health and safety program is Academic Researchers following safe work practices and working safely. All Academic Researchers shall comply with the University's established campus/hospital health and safety policies and procedures and this article**

5. Safety-related issues include but are not limited to: chemical and biological hazards, emergency response, ergonomic risks, radiation, lasers, magnetic fields, nano-particle exposure, and fall hazards.
6. Safety is an essential consideration in Academic Researchers' task design and the effectiveness of the safety procedures shall match, as closely as possible, the estimated short-and long-term risks associated with the task.
7. In the event an Academic Researcher alleges that the physical workplace has caused mental or emotional reactions to the work environment, or that they have developed physical reactions arising from mental or emotional reactions to or perceptions of the work environment, the University's sole obligation

under this Article is to review the allegations and mitigate the physical hazards, if any, in accordance with the provisions of this Article.

8. The following provisions apply to situations when a Cal-OSHA inspector conducts a compliance investigation at a laboratory or work area. The parties acknowledge that Cal-OSHA has the right to inspect University facilities unannounced.
  - a. When the Cal-OSHA inspector arrives to inspect a worksite in which Academic Researchers are located, Union representative has a right to be present at the opening conference and to accompany the inspector during the walkaround inspection.
  - b. When an Academic Researcher in a laboratory or work area, is aware of a Cal-OSHA compliance inspection related to an Academic Researcher in that laboratory or work area, the supervisor will not unreasonably deny an authorized Academic Researcher representative's request to accompany the Cal-OSHA inspector on the walkaround. No more than one Academic Researcher need be granted participation in walkaround.
  - c. A Cal-OSHA inspector may talk with the Academic Researchers who they deem necessary in the conduct of a Cal-OSHA investigation.
9. The parties agree to the following provisions in an effort to address the Union's ability to join an Inspector during compliance reviews and walkarounds.
  - a. The parties agree that the Union will provide the University with a list of Union representatives that the University may contact. The University will attempt to contact the representatives on the list as soon as practicable following Cal-OSHA's announcement of an inspection.
  - b. In the case of an unannounced Cal-OSHA inspection, the Union Representative(s) must respond to the University's contact effort in time to participate in the inspection.
10. Within a reasonable time following a written request by the Union, the University EH&S Office will provide the UAW with copies of EH&S inspection reports related to work sites of Academic Researchers. The University may charge the Union for the reasonable costs associated with the provision of such materials if providing the materials is burdensome.

## **B. Health and Safety Training**

1. On an ongoing basis, the University shall provide training and information about the University's health and safety programs. Academic Researchers shall take all required training based on the requirements of the Laboratory/workplace. Training includes information about:
  - a. the health and safety protocols and emergency procedures associated with the Academic Researcher's research and, where applicable, known specific hazards associated with the Academic Researcher's research,
  - b. the health and safety rights and responsibilities of both the employer and the Academic Researcher, and
  - c. the procedures available to Academic Researchers to abate or report any unsafe or unhealthy working conditions.
2. The University will provide relevant training/information for reasonably foreseeable hazards that are related to exploratory research, and for tasks/procedures known to have associated safety risks.
3. The University shall document training that is provided to Academic Researchers.

## **C. Assignments**

1. The normal course of an Academic Researcher's research may include activities, substances, or procedures that may be considered hazardous.
2. In the event an Academic Researcher believes they have been assigned research that is hazardous, or research that requires additional training and/or equipment, the Academic Researcher shall immediately inform their supervisor of the components of the assignment that they believe to be hazardous or dangerous. The University shall ensure the additional training is available and equipment is provided prior to the Academic Researcher engaging in those tasks and/or assignments. The Academic Researcher shall adhere to training and retraining requirements, as stated in §A and B above. Nothing in this provision shall limit the Academic Researcher's option to EH&S.
  - a. In attempting to resolve the Academic Researcher's claim, the supervisor may provide necessary training/instruction, protective equipment or hazard abatement, or may make workplace task

- performance and/or task assignment changes to remediate the Postdoctoral Scholar's concerns.
- b. At any time after the supervisor has been informed of the hazardous assignment, the supervisor or the Academic Researcher may contact a University EH&S professional for participation in task evaluation.
3. An Academic Researcher who has complied with the procedures in §2., above, has the right to refuse hazardous tasks, while the University is investigating or remedying their concern.
  4. If the supervisor does not provide the training/instruction or does not make assignment changes, they shall have the Academic Researcher's claim assessed by a University EH&S professional person responsible for the assessment of health and safety conditions before the Academic Researcher is required to continue with the task. If, in the assessment of the University EH&S professional, the assignment requires additional training/instruction or other remedies, the supervisor shall follow campus/medical center procedures to remedy the situation prior to assigning the work to the Academic Researcher. Once the University makes the modifications that remedy the situation as required by the University EH&S professional, the Academic Researcher may be required to perform the work.
  5. If, in the assessment of the University EH&S professional, the assignment is within the scope of the Academic Researcher's training and knowledge or that the University's safety policies and procedures are met, the supervisor may require the Academic Researcher to perform the assignment. Alternatively, the supervisor may assign the affected Academic Researcher to other available work consistent with the work usually performed by the Academic Researcher or may assign another qualified Academic Researcher to perform the assignment.

#### **D. Labor Management Committee**

1. Specific and/or general campus/medical center health and safety concerns may be raised by contacting the campus EH&S Office at any time.
2. In addition, the University and the UAW agree to address Health & Safety matters in scheduled campus labor/management meetings.
  - a. Such meetings shall be scheduled at least twice per year.
  - b. Thirty (30) calendar days prior to the meeting the University and the UAW shall exchange agenda items each party wants to discuss,

and the names of the Academic Researchers whom the UAW has selected to attend. In the event neither party identifies agenda items by the 30-day period, the meeting may be cancelled.

- c. Each party shall designate a person to serve as Co-chair for the meetings. The Co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and individuals necessary to conduct an informed meeting. Each party's Co-chair will communicate any cost and/or burden associated with providing the requested information as soon as such cost/burden is known.
- d. The campus shall provide release time for one Academic Researcher per 400 Academic Researchers at the campus, to attend the meeting. Campuses with fewer than 400 Academic Researchers shall provide release time for one Academic Researcher at the campus or major portion thereof to attend the meeting. A University EH&S professional will attend the Labor/Management meeting.

## **E. Information and Tests**

1. The University will maintain the material safety data sheet (MSDS) and other safe operating procedure (SOP) documents received from the vendor, unless the latest version of the MSDS is already available. The University shall maintain such information, in paper or electronic form. These sheets pertaining to chemicals, substances and equipment used at the work area of an Academic Researcher shall be made available to the Academic Researcher prior to their commencing to work with the substance, chemical or equipment, or to the UAW on request.
2. The University shall provide to affected Academic Researcher(s) access to existing data regarding toxic chemicals, seismic safety and asbestos reports, as required by state and federal law. Academic Researchers may request safety records relevant to their own safety or health. Such existing data and/or safety records shall be readily available and provided to the Union or Academic Researcher within a reasonable time following a request.
3. In the case of a suspected outbreak of a communicable disease or nuclear, biological, or chemical contamination and when the University requires testing for such communicable disease or contamination of patients and/or Academic Researchers the University shall offer such tests for Academic Researchers

within the appropriate affected work areas at no cost to the Academic Researchers.

## **F. Protective Clothing and Equipment**

1. **General Provisions** – Protective work clothing is attire worn over or in place of regular clothing to protect the Academic Researcher's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Safety equipment protects the Academic Researcher and includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. Protective work clothing, including required protective equipment and other required safety equipment, is provided by the University.
2. At the request of the Academic Researcher, the University shall review the need to provide additional safety equipment.
3. When a MSDS or SOP provides that certain safety equipment (for example, but not limited, to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required safety equipment shall be reasonably accessible to the Academic Researchers who are required, as part of their job duties, to use that hazardous substance. Upon review of an operation involving a hazardous substance and with the agreement from a University EH&S professional, safety equipment requirements may be tailored in a manner not stipulated in the MSDS.
4. **Replacement** – Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to a Academic Researcher by the University for use on the job, shall be returned upon completion of the assignment. University-provided items lost or damaged due to Academic Researcher negligence shall be replaced at the Academic Researcher's expense. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. An Academic Researcher required to wear prescription safety glasses will be responsible for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

## **G. Compliance**

The University and the UAW agree that the University's choice of response to achieve compliance with this article or the specifics of any arbitrator's award may be contingent upon the availability of funds. When the University states that it cannot implement a workplace change to comply with an arbitrator's award due to the unavailability of funds, the University may choose to reassign the Academic Researcher, relocate the research activity and/or curtail the research and/or assignment. If the Union believes the University's alternate remedy violates the agreement, it may immediately appeal to the arbitrator who shall retain jurisdiction to review the alternate remedy.