

This is part of a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.

ARTICLE __ 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 ensure academic researchers have sufficient safety training regarding the safe handling of materials and/or equipment the researcher is required to work with in advance of performing the duties.
3. If an academic researcher believes there has been an exposure to an unsafe work environment, the academic researcher has a responsibility to immediately report the issue to the supervisor without reprisal.
4. Additionally, academic researchers have the right to report health and safety issues to the Office of Environmental Health and Safety (EH&S), University Risk Services, University Safety Committees, and/or to the appropriate regulatory agency, including CAL-OSHA.
5. No academic researcher shall be retaliated against for identifying and/or expressing concern about any safety-related issue.
6. A critical component of the University's health and safety program is for academic researchers to follow safe work practices and work safely.
7. All academic researchers shall comply with the University's established campus/hospital health and safety policies and procedures in this article.
8. **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.**

B. COMMITMENT TO HEALTH AND SAFETY

1. 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 health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.
2. 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, **and shall be updated as necessary.** ~~Non-compliance may result in discipline up to and including the termination of appointment.~~

C. ASSIGNMENTS

1. Academic researchers shall receive health and safety education and/or training applicable to their job functions.
2. Prior to working with hazardous materials or in a hazardous environment, such as academic researchers working with animals with contagious diseases and/or in laboratories using hazardous chemicals, academic researchers will receive information and training pertaining to the health and safety protocols in the academic researcher's department, an explanation of the health and safety rights and responsibilities of both the University and the academic researcher, instructions concerning known specific hazards of the academic researcher's job, and the procedures available to academic researchers to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional the University shall provide training and information to the academic researcher prior to the academic researchers assuming such duties.
3. Abnormally hazardous or dangerous tasks shall be defined as those tasks having dangers or hazards which are objectively identifiable as constituting a clear and imminent life-threatening danger, and/or dangers or hazards substantially greater than the dangers or hazards inherent to the usual scope of a given job and for which the academic researcher has not been trained and equipped.

4. An academic researcher shall not be assigned to any abnormally dangerous or hazardous task at the academic researcher's place of employment.

5. **An Academic Researcher who has complied with the procedures in §D., 1., below, has the right to refuse hazardous tasks, while the University is investigating or remedying her/his concern.**

D. REPORTING PROCEDURES

1. All academic researchers must notify their immediate supervisor as soon as they consider an assigned task to be abnormally hazardous or dangerous and believe they have insufficient safety training to perform the task safely. The academic researcher shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.
 - a. In attempting to resolve the academic researcher's **concern claim**, the supervisor ~~has the sole discretion to may~~ attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel, including assigning the academic researcher to attend appropriate safety training.
 - b. If the supervisor does not make **sufficient** assignment changes, the supervisor shall have the academic researcher's ~~claim~~ **concern** assessed by a health and safety professional person responsible, in accordance with campus/hospital procedures, for the assessment of abnormally hazardous or dangerous conditions.
 - 1) If, in the assessment of the University's **health and safety professional**, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the academic researcher. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the academic researcher may be required to perform the work.
 - 2) If, in the assessment of the University's **health and safety professional**, the assignment is not abnormally hazardous or dangerous, and the academic researcher has been properly

trained to perform the assignment, the supervisor may ~~order~~ **assign** the academic researcher to perform the assignment ~~or, at the supervisor's sole discretion,~~ assign the affected academic researcher to other available work consistent with the work usually performed by the academic researcher, or **may** assign another qualified employee to perform the assignment.

2. ~~If the academic researcher refuses to perform tasks assigned, the academic researcher may be subject to discipline.~~

E. HEALTH & 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 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 and information for reasonably foreseeable hazards that are related to exploratory research, and for tasks and/or procedures known to have associated safety risks.
3. The University shall document training that is provided to academic researchers.

F. INFORMATION AND TESTS

1. The University, upon receiving any chemical or substance containing hazardous material, will obtain the Safety Data Sheet (SDS) from the vendor, unless the latest version of the SDS is already on hand and available. The SDS shall be made available to the academic researcher or UAW on request. The University shall maintain such information, including maintenance in electronic form, if the academic researcher has ready access to a computer.

2. When an SDS 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. The University shall provide academic researchers who may come in contact with hazardous substances (within then-current definitions under applicable law) with adequate information or training regarding the proper handling of said substances, to the extent appropriate and related to their jobs.
3. In compliance with State and Federal law, the University shall provide to affected academic researcher(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such existing data shall be readily available and provided to the union or academic researcher within fifteen (15) calendar days following a request.
4. 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 bargaining unit academic researchers within the appropriate affected work areas at no cost to the academic researchers.
5. Pursuant to State and Federal law, upon written request, UAW shall receive any health and safety information subject to public disclosure, within the time frame specified by applicable law.

G. 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. Protective work clothing is provided by the University. Safety equipment protects the academic researcher and includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. At the reasonable request of the academic researcher, the University shall provide safety equipment.

2. Replacement

Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to an academic researcher by

the University for use on the job, shall be returned upon completion of the assignment. 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 pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

H. TOOLS AND EQUIPMENT

1. The University shall furnish and ~~make reasonable attempt to~~ maintain in safe working conditions the workplace tools and equipment required for academic researchers to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse academic researchers for tools and/or equipment which are not the property of the University. Additionally, the University is not required to provide equipment different than that which is determined by the University to be necessary for the safe conduct of University business.

I. LABOR MANAGEMENT COMMITTEE

1. The UAW may raise campus/medical center health and safety concerns by contacting the campus/medical center labor relations office.
2. In addition, the University and the UAW agree to address Health & Safety matters in scheduled campus labor/management meetings.
 - a. Such meetings may be scheduled periodically at the UAW's request but no more than 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 necessary participants to conduct an informed meeting.

J. ~~GRIEVANCE AND/OR ARBITRATION DECISIONS~~

1. ~~If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and UAW, it is determined that~~

~~an abnormally hazardous and dangerous assignment was made, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts with either administrative or engineering controls. If, as a result of the filing of a grievance relative to the provision of information and training prior to the assumption of duties which include an imminent risk to life and health, the University and UAW agree as to the failure to provide such information and training, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts.~~

2. ~~This Article does not cover mental or emotional reactions to or perceptions of the work environment, or physical reactions arising from mental or emotional reactions to or perceptions of the work environment.~~

K. COMPLIANCE

The University and UAW acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of ~~specifically budgeted~~ funds for the particular efforts which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, and/or award rendered pursuant to a grievance related to the provisions of this Agreement and Article. The University and UAW agree that the availability of ~~such specifically budgeted and available~~ funds shall be a contingency upon which the University's compliance with a settlement, award and/or order of enforcement of such decision relative to a grievance related to this Article shall be dependent. 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.

