

## **ARTICLE 8 HEALTH AND SAFETY**

### **A. GENERAL CONDITIONS**

1. The University shall maintain a safe and healthful workplace by furnishing equipment and adopting methods and operations which are reasonably necessary to enable employees to carry out assigned duties in a safe and healthful manner. The University shall manage its operations in compliance with established campus/hospital/Laboratory health and safety policies and procedures.
2. Within the first fifteen business days of employment on a job, employees working with hazardous materials or in a hazardous environment, such as laboratories using hazardous chemicals, will receive information and training pertaining to the health and safety protocols in her/his department, an explanation of the health and safety protocols, rights and responsibilities of both the employer and the employee, instructions concerning known specific hazards of the employee's job, and the procedures available to employees to abate or report any unsafe or unhealthy working conditions. Where current employees are assigned duties which create hazardous conditions unique to the job assignment, as determined by a University health official responsible for such assessments, the University shall provide training and information to the employee prior to the employee assuming such duties.
3. In the event an employee believes s/he is performing a hazardous job with insufficient training, the employee shall immediately inform the department Health and Safety Officer, if any. After consultation, if any, the employee may contact the Environmental Health and Safety Department. In such instances, a staff member from the EH&S department shall respond to the employee within 30 calendar days.
4. Specific and/or general campus/hospital/Laboratory health and safety concerns may be raised in the labor/management meetings defined in Article 12 - Labor-Management Meetings. When the union identifies Health & Safety as an agenda item, a Health & Safety professional will attend the Labor/Management meeting.
5. This Article does not cover mental, emotional or physical reactions to or perceptions of the work environment.

### **B. ASSIGNMENT**

1. 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 in the usual scope of a given job and for which the employee has not been trained and equipped.
2. An employee shall not be assigned to any abnormally dangerous or hazardous task.

3. In the event an employee regards an assigned task as abnormally hazardous or dangerous, s/he shall notify her/his immediate supervisor of her/his claim. The employee shall identify the components of the assignment that are objectively identifiable as abnormally hazardous or dangerous.
  - a. In attempting to resolve the employee's claim, the supervisor, at her/his sole discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and/or the availability of additional or alternate personnel.
  - b. If the supervisor does not make the assignment changes specified in Section B.3.a., above, s/he shall have the employee's claim assessed by a health and safety professional person responsible, in accordance with campus/hospital/Laboratory procedures, for the assessment of abnormally hazardous or dangerous conditions.
    - 1) If, in the assessment of the University, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital/Laboratory procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the employee. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the employee may be required to perform the work.
    - 2) If, in the assessment of the University, the assignment is not abnormally hazardous or dangerous, the supervisor may order the employee to perform the assignment or, at the supervisor's sole non-grievable discretion, assign the affected employee to other available work consistent with the work usually performed by the employee or may assign another qualified employee to perform the assignment.
4. If the employee refuses to perform tasks assigned in accordance with Section B.3.a. and b., above, s/he may be subject to discipline.
5. An employee who works more than 60% of his/her normal work schedule at a video display terminal shall normally be reassigned to other duties for a period of fifteen minutes during each four hours worked. It is understood that operational requirements, work station coverage requirements, workloads, staffing levels, leave schedules, vacation schedules and/or the provision of services to patients, clients, public or University employees may require the uninterrupted presence of the employee(s). In such situations, reassigned time will not be granted.
6. Within the first 90 calendar days of employment on the job or workstation reassignment, the University shall provide an ergonomic review of an employee's workstation for those new or reassigned employees who work more than 60% of his/her normal work schedule at a video display terminal. Such review shall be performed in accordance with local policies and procedures. The department shall provide a copy of the review to the employee, upon request, and issue a response to the employee within 60 calendar days following the ergonomic

review, advising the employee of the results of the review, and which actions, if any, or alternative measures the department will implement, including expected dates of completion. If the department requires additional time to review the workstation, it shall have sixty days to perform the review. It shall advise the employee of the expected date of the additional review results and the proposed date of the subsequent department response, including the proposed date of any proposed resolution action, if any. If any action by the University is grieved or arbitrated with respect to this Section 6, the remedy shall be limited to the provision of the ergonomic review and the department's required response pursuant to this section.

7. A current employee can request and receive an ergonomic review according to local procedures and request and receive a copy of the written review, if any.
8. If any action by the University is grieved or arbitrated with respect to Section 6, the remedy shall be limited to the provision of the ergonomic review, as provided in Section 6 above for new or reassigned employees, provision of a copy of the review to the employee and the departments' required response.

### **C. INFORMATION AND TESTS**

1. The University, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet (MSDS) from the vendor, unless the latest version of the MSDS is already on hand and available. These sheets relative to chemicals and substances used at the work area of an employee shall be made available to the employee or CUE Teamsters on request. Such information shall be maintained in the workplace by the University.
2. When an MSDS 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 employees who are required, as part of their job duties, to use that hazardous substance. The University shall make reasonable efforts to insure that employees who come in contact with hazardous substances (within the current definitions under applicable law) are provided 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 employee(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such data shall be readily available and provided to the union or employee within a reasonable time following a request.
4. In the case of a suspected outbreak of a communicable disease and when the University requires testing for such communicable disease of patients and/or employees the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.
5. The University shall make reasonable attempts to notify affected employees of major remodeling, construction, or facilities maintenance. An employee may

request to be assigned to an alternate work location or otherwise to be accommodated.

**D. DISPUTES**

1. Except as provided in Section B.8. above, only disputes regarding the assignment of any abnormally hazardous or dangerous tasks are subject to Article 3 - Arbitration Procedure, of this Agreement.
2. If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and CUE Teamsters, 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 CUE Teamsters agree as to the failure to provide such information and training, the University shall attempt to correct such situation by providing the appropriate information and training.

**E. COMPLIANCE**

The University and CUE Teamsters agree that the University's compliance with this article and/or any arbitrator's award shall be contingent upon the availability of specifically budgeted and available funds. Nothing in this section shall relieve the University of its obligation to comply with the law, subject to Section D. above.