

## **ARTICLE 16 HEALTH AND SAFETY**

### **A. GENERAL CONDITIONS**

1. Within the overall University responsibility to provide medical care, the University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required, in order that nurses within the bargaining unit might carry out the duties of their positions.
2. The Association and the University agree that exposure to risks from the patient populations the University treats is inherent in Registered Nurse employment. The University shall make reasonable attempts to provide bargaining unit nurses with such equipment, methods, practices, processes and procedures, as well as information and training on communicable illness and disease and notifications as to patients with or suspected of having a communicable disease, as are necessary under applicable law to afford a working environment as safe and healthful as the nature of Registered Nurse employment reasonably permits.

### **B. ASSIGNMENTS**

1. A nurse within the bargaining unit shall not be assigned to any task abnormally dangerous or hazardous at the nurse's place of employment. An abnormally hazardous or dangerous task shall be defined as those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job. In the event a nurse within the bargaining unit regards an assigned task as abnormally dangerous the nurse shall notify the immediate supervisor of the claim that the task assigned is abnormally dangerous. The supervisor shall make workplace task performance and/or task assignment changes consistent with health and safety considerations. The supervisor, after consulting with the nurse, may direct the nurse to perform the task, or may assign the affected nurse to other available work consistent with the work usually performed by the nurse.
2. The University shall make reasonable accommodations in work assignments for nurses who are pregnant and for lactating mothers as required by law, including adequate and accessible facilities for expressing breast milk in close proximity to the nurse's work area.

### **C. SAFE LIFTS AND TRANSFERS**

Each hospital location shall implement and maintain a lift policy for all patient care units, and shall provide training for employees in the implementation of the unit lift programs in UC medical centers. For the purposes of this Article, a "lift policy" means replacing manual lifting and transferring of patients with powered patient transfer devices, lifting devices, and/or lift teams, consistent with the professional judgment and clinical assessment of the RN. Each hospital location

will provide training to health care workers on the appropriate use of lifting devices and equipment. Training for these health care workers shall include body mechanics and the use of lifting devices to safely handle patients.

#### **D. RELATED GRIEVANCES**

1. If the matter is not resolved to the satisfaction of the nurse and/or the nurse carries out the task, the nurse may later file a grievance in accordance with the grievance procedure of this Agreement. If the nurse unreasonably refuses to perform the task, the nurse may be subject to discipline. A nurse may not be disciplined for appropriately raising safety concerns.
2. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and the Association agree as to the existence of such abnormally hazardous or dangerous assignment, the University shall correct such situation within a reasonable time and utilizing funds as available.
3. The University and the Association acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of budgeted funds for the accomplishment of such actions which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, award, and/or arbitration decision rendered pursuant to a grievance/ arbitration related to the provisions of this Agreement and Article. The University and the Association 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, arbitrator's decision, and/or order of enforcement of such decision relative to a grievance or arbitration related to this Article shall be dependent. In such cases, the University shall take reasonable measures to alleviate the problem pending budgetary considerations. The University shall seek to expedite budgetary approval to solve the problem.
4. In the case of a suspected outbreak of a communicable disease and when the University requires testing and provides treatment for such communicable disease of patients and/or nurses who are non-members of the bargaining unit represented by this Agreement, the University shall offer such tests and treatment for bargaining unit nurses within the appropriate affected work areas at no cost to the nurses. In case of a work-incurred illness or injury which is compensable under the Workers' Compensation Act, the University shall provide such treatment to the nurse within the bargaining unit as may be required by the Act.

#### **E. INPUT FROM THE PRACTICE COMMITTEE**

Health and Safety issues identified and raised by the Professional Practice Committee (PPC) shall be presented to the appropriate Health and Safety Committee by the Chief Nursing Officer (CNO).