

ARTICLE 21 HEALTH AND SAFETY

A. General Conditions

1. The University shall make reasonable attempts to furnish, and maintain in safe working condition, the workplace and equipment required, in order that doctors may carry out the professional responsibilities of their positions without unnecessary risks.
2. The University and UAPD agree that exposure to risks from the patients cared for at the student health and counseling centers is inherent in doctors' employment. The University shall make reasonable attempts to provide doctors with the equipment, methods, practices, processes, 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 the work reasonably permits.
3. No employee shall be retaliated against or disciplined for identifying and/or expressing concern about any safety-related issue.

B. Assignments

A doctor shall not be assigned to any abnormally dangerous or hazardous task. An abnormally dangerous or hazardous task shall be defined as one in which the dangers or hazards are identifiably greater than the dangers or hazards inherent to the usual performance of a given job. In the event a doctor regards an assigned task as abnormally dangerous or hazardous, s/he shall notify the immediate supervisor. The supervisor may either direct the doctor to perform the task or assign him/her to other available work that is consistent with the work usually performed by the doctor. In attempting to resolve the employee's claim, the supervisor or the employee may contact the Environmental Health and Safety (EH&S) office at their location. If the doctor refuses to perform the task, s/he may be subject to discipline.

C. Health and Safety Grievances

1. If the matter in §B., above, is not resolved to the satisfaction of the employee and/or the employee is required to perform the task, the employee or UAPD may request a Step 1 meeting. Where such a meeting is requested, the grievance shall explicitly state that this §C.1. of this Article is being invoked. The meeting shall include the supervisor, a management labor relations representative, the grievant, and the grievant's representative, if any. The University shall issue a written response within fifteen (15) calendar days following the filing of the grievance, in accordance with the timelines specified in Article 34 – Grievance Procedure.
2. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and the Union agree as to the existence

of such abnormally dangerous or hazardous assignment, the University shall correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular effort.

D. Testing for Communicable Diseases

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 healthcare personnel who are not members of the bargaining unit, the University shall offer such tests and treatment for represented doctors within the appropriate affected work areas at no cost to the employees.

E. Ergonomic Evaluation

An employee may request an ergonomic evaluation of their work station. The University will provide a response to the employee within thirty (30) calendar days after the ergonomic evaluation report is submitted. The response shall include the evaluation report and the action(s) to be taken, if any.

F. Compliance

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 that 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 Article. 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.