

## ARTICLE 42 - HEALTH AND SAFETY

- A. The University shall make reasonable attempts to furnish and maintain in safe working condition the workplace, tools and equipment required, in order that employees might carry out the duties of their positions.
- B. 1. An employee shall not be assigned to any task abnormally dangerous or hazardous at the employee's place of employment. An abnormally hazardous or dangerous task shall be defined as those tasks, the dangers or hazards of which are identifiably and substantially greater than the dangers or hazards inherent to the usual performance of a given job. In the event an employee regards an assigned task as abnormally dangerous he/she shall notify his/her immediate supervisor of his/her claim that the task assigned is abnormally dangerous. In attempting to resolve the employee's claim, the supervisor, at his/her discretion, 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. If an employee believes an assigned task constitutes a real and apparent hazard, the supervisor shall consult with Environmental Health and Safety and/or other appropriate University officials about the safety of the assignment before requiring the employee to carry it out. The supervisor may require the employee to perform the task or, at the supervisor's discretion, assign the affected employee to other available work consistent with the work usually performed by the employee.
2. If an employee required to clean up a chemical spill has a question as to the identification or properties of the chemical involved, he/she shall contact the immediate supervisor. The supervisor will contact Environmental Health and Safety, if necessary, and provide the employee with the information requested.

- C. If the matter is not resolved to the satisfaction of the employee and he or she carries out the task, he/she may later file a grievance in accordance with the Grievance Procedure of this Agreement. If the employee refuses to perform the task, the employee may be subject to discipline.
- D. Any grievance filed by an employee alleging the assignment of an abnormally hazardous or dangerous task shall include a statement containing all facts, including time, place of incident, name of persons involved, type of object or substance likely to cause injury, and a description of the likely injury which might have resulted from the assignment of such task. In addition, the grievance shall contain the employee's suggested resolution for preventing the illness, injury and/or other hazards the employee alleges to be associated with the assigned task.
- E. At any step of the Grievance Procedure and in the event such grievance alleging abnormally hazardous or dangerous task assignment is appealed through the Arbitration Procedure by AFSCME, the employee(s) and/or AFSCME shall have the burden of proof and persuasion to show, by the preponderance of credible and admissible evidence asserted uniformly by the scientific, technical and/or medical community, that such assigned task is abnormally dangerous or hazardous.
- F. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and AFSCME agree as to the existence of such abnormally hazardous or dangerous assignment, 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.
- G. The University and AFSCME 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, award and/or arbitration decision rendered pursuant to a grievance/arbitration related to the provisions of this Agreement and Article. The University and AFSCME 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.

- H. 1. The University upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet from the vendor. These sheets relative to chemicals and substances used at the workstation of an employee shall be made available to the employee on a timely and reasonable basis. Such information shall be maintained in a file by the University and made available upon written request, by a non-employee representative of AFSCME.
- 2. In compliance with State and Federal law, the University shall provide to the employee access to data regarding toxic chemicals, seismic safety and asbestos reports. Such access shall be provided to the employee's representative within a reasonable time following the receipt of the representative's written request for such information.
- 3. 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.
- I. 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 who

are non-members of the bargaining units represented by this Agreement, the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.

J. Health and Safety Committees will be established on the campus and at Mt. Hamilton, each consisting of two Union representatives, two University representatives and one representative from the Office of Environmental Health and Safety. The following guidelines will govern the work of the committee:

1. The procedure for resolving specific health and safety concerns will continue to be through the employee's immediate supervisor and then to Environmental Health and Safety, if necessary. The committee will concern itself with continuing health and safety matters which are not resolved through this process.
2. Each committee will meet on a monthly basis; however, if there are no issues submitted for discussion, the meeting will be canceled.
3. At least five working days before the date of the meeting, each party will present to the other agenda items which it wishes to discuss at that meeting. If any issue raised by the union has not previously been called to the attention of management, management will have the opportunity to attempt to resolve the problem before it is taken up by the committee.
4. The committee representative from Environmental Health and Safety will attend the campus meeting in person. The representative to the Mt. Hamilton committee will attend the meeting in person or will participate by conference telephone depending on his or her assessment of the issue(s) on the agenda.

5. The two committees will exchange their reports.

K. The University will make available and install smoke alarms for Lick Housing Units which lack such alarms.