

ARTICLE 10 – 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.
2. In the event an employee believes that they have been assigned a task that is unsafe, or that requires additional training or equipment, the employees shall, as soon as practicable, inform their supervisor of the components of the assignments that they believe to be unsafe. Nothing in this provision shall limit the employee's option to contact the Office of Environmental Health & Safety (EH&S). An employee who has informed their supervisor of an unsafe assignment has the right to refuse to perform work that they believe is unsafe, while the University is investigating or remedying their concern.
3. If the supervisor does not provide additional training/instruction/equipment or does not make assignment changes sufficient to remediate the employee's concerns, the supervisor or employee shall have the employee's claim assessed by a University EH&S employee responsible for the assessment of health and safety conditions before the employee is required to continue with this task. The employee shall have the right to have an AFSCME representative present while the EH&S employee is meeting with or interviewing the employee regarding their claim. If EH&S determines the assignment requires additional training/instruction or other remedies, the supervisor shall follow the University's procedures to remedy the situation prior to assigning work to the employee.
4. If an employee required to clean up a chemical spill has a question as to the identification or properties of the chemical involved, they 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, they 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 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 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.
- 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 Union representatives to the 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 agrees to furnish and maintain in safe working condition all tools and equipment it considers necessary to carry out the duties assigned. Employees will be responsible for tools and equipment that are lost through negligence or damaged through misuse. Employees will read owners' manuals for tools, understand proper operation of all tools, and routinely inspect for safe operating condition. University tools and equipment shall not be used for any non-University purposes.
 - L. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling.
 - a. The University reserves the right to determine when protective clothing is needed, the type of protective clothing needed, and to require employees in the unit covered by this Agreement to wear protective clothing. Employees not currently required to wear protective clothing may request to use such clothing. Such request shall not be unreasonably denied.
 - b. Protective work clothing shall be replaced as necessary by the University. Employees shall be responsible for protective clothing lost or damaged as a result of the employee's negligence.