

**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. INFECTIOUS DISEASE AND HAZARDOUS SUBSTANCE PROTECTION**

The University is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations regarding infectious disease and hazardous substance exposure, including providing the necessary personal protective equipment, training and education. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

1. The University will endeavor to protect Nurses from infectious disease and hazardous substance exposure in the following ways:
  - a. The University shall provide protocols and personal protective equipment (PPE) based on the type and nature of the disease or substance.
  - b. The University shall engage in the Interactive Process with any Nurse who reports an allergy or sensitivity associated with University-provided PPE to determine if there is a reasonable alternative.
  - c. The University shall provide training and education, at least annually, for all Nurses who may be exposed to patients, their bodily fluids, or other potentially infectious or hazardous materials.

- d. There will be additional training and education as needed based on new conditions related to infectious diseases and other hazardous substances.
- e. Consider suggestions from the PPC as to what modifications should be made in improving protections from infectious disease and hazardous substance exposure.

**F. WORKPLACE VIOLENCE PREVENTION**

The University and the Association agree that the workplace should be free from violent and/or aggressive behaviors. The University is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

- 1. Workplace violence is defined in state law and University policy.
- 2. The University will endeavor to protect Nurses from workplace violence in the following ways:
  - a. Make available to all Nurses copies of the University Workplace Violence Plan and Policy.
  - b. Provide training to all employees regarding the Workplace Violence Plan and Policy.
  - c. Consider suggestions from the PPC as to what modifications should be made in improving the Workplace Violence Plan and Policy, local Workplace Violence prevention procedures, and/or training content.
- 3. In the event a Nurse is injured during an incident of workplace violence, the University will immediately provide medical care/first aid to the injured Nurse(s), if needed, and will take necessary safety precautions in accordance with state law and University policy.

**G. SEXUAL HARASSMENT PREVENTION**

The University is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, free from acts of sexual harassment and sexual violence, including, but not limited to, sexual assault, relationship violence, stalking. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

- 1. The University prohibits sexual harassment and sexual violence and retaliation against employees based on their report of prohibited behavior and/or participation in an investigation, report, remedial, or disciplinary process provided for in the SVSH Policy. The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent and correct behavior that violates the law and/or the Sexual Violence and Sexual Harassment (“SVSH”) Policy.
- 2. Reports of alleged violations of the SVSH Policy may be addressed through the complaint procedure embedded in the policy. These may include interim measures and/or alternate resolutions. Interim measures may include training and education for the Respondent, no-contact remedies, and/or changes in work location, work schedule, unit, department, or position for which the Nurse is qualified provided that, in the case of the Complainant, the change is voluntary and equitable. Alternate resolutions may include mediation, separating the parties, providing for safety, or education and training. A complete list with definitions of prohibited behavior, retaliation, interim measure and

alternate resolution can be found in the University of California Sexual Violence and Sexual Harassment Policy.

3. The University will endeavor to protect Nurses from sexual harassment and sexual violence in the following ways:
  - a. Make available to all Nurses copies of the University Sexual Violence and Sexual Harassment Policy.
  - b. Provide training to all employees regarding the SVSH Policy.
  - c. Consider suggestions from the PPC as to what modifications should be made in improving the SVSH Policy, local SVSH procedures, and/or training content.
  - d. Provide Nurses with person(s) to whom they can report sexual violence or sexual harassment who are outside their supervisory reporting structure.

#### **H. 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).