

ARTICLE 11 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 to carry out assigned duties. The University shall manage its operations in compliance with established campus/medical center/Laboratory health and safety policies and procedures.
2. Within the first month of employment on a job, employees working with hazardous materials or in a hazardous environment, such as employees working with animals with contagious diseases and/or in laboratories using hazardous chemicals, will receive information and training pertaining to the health and safety protocols in her/his department, an explanation of the health and safety rights and responsibilities of both the employer and the employee, instructions concerning known specific hazards of the employee's job, and the procedures available to employees to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional responsible for the assessment of imminent risk to life and health, the University shall provide training and information to the employee prior to the employee assuming such duties.
3. There shall be a joint Union/Management Safety committee at every campus. Specific and/or general campus/medical center/Laboratory health and safety concerns may be raised at these meetings. The committee shall meet two times per year. The purpose of the committee shall be to promote a safe and clean environment, to develop and to recommend joint union/management safety programs and training, and to monitor costs associated with injuries at work. The University will make a good faith effort to conduct the recommended training programs. The process for such meetings shall be as follows:
 - a. The Union or the University must request a meeting and the parties must agree to the meeting date.

- b. The party proposing the meeting must submit a written agenda identifying health and safety concerns it wishes to discuss. Such agenda must be submitted to the designated campus representative at least ten (10) workdays before the proposed meeting date.
- c. In the event the other party has agenda items regarding health and safety, it shall present its agenda to the other party at least ten (10) workdays before the scheduled meeting.
- d. In the event neither party submits an agenda ten (10) workdays before the scheduled meeting, the meeting will not be convened.
- e. The health and safety staffing committee will be made up of no more than four (4) Union representatives and four (4) management representatives. Additional individuals may attend by written agreement of the parties. The Union must submit a written request for employee release time at least seven (7) work days before the scheduled meeting. Such employees will be counted as union representatives, and the release time shall be granted unless operational requirements determine otherwise. Permission to attend these meetings shall not be unreasonably denied. The union may request relevant and necessary information as soon as practicable before the proposed meeting date. The University will provide relevant and necessary information about health and safety issues at least forty-eight (48) hours before the meeting, provided the requested information can be reasonably gathered in time to provide it within two working days before the meeting. If the information cannot be provided by 48 hours before the meeting, the University will notify the union as soon as practicable. The meeting date may be postponed for a reasonable period. The Union agrees not to make unduly burdensome information requests.

B. ASSIGNMENT

1. Abnormally hazardous or dangerous tasks shall be defined as those tasks having dangers or hazards which are objectively identifiable as constituting a clear and imminent life-threatening danger, and/or dangers or hazards substantially greater than the dangers or hazards inherent to the usual scope of a given job and for which the employee has not been trained and equipped.
2. An employee shall not be assigned to any abnormally dangerous or hazardous task at the employee's place of employment.
3. In the event an employee believes that s/he has been assigned a task that is abnormally hazardous or dangerous, or that requires additional training

or equipment, the employee shall report to her/his supervisor the components of the assignment that s/he believes to be abnormally hazardous or dangerous. After reporting, the employee may contact the Environmental Health and Safety Department. In such instances, a staff member from EH&S Department shall respond to the employee as soon as practicable.

4. An employee who has reported to her/his supervisor an abnormally hazardous or dangerous assignment has the right to refuse to perform work that s/he believes is abnormally dangerous or hazardous, while the University is investigating or remedying his/her concern.
5. Only EH&S may determine whether the task assigned is abnormally hazardous or dangerous.

C. INFORMATION AND TESTS

1. The University, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet (MSDS) from the vendor, unless the latest version of the MSDS is already on hand and available. This information shall be made available to the health and safety committee and upon request to the employees. These sheets relative to chemicals and substances used at the work area of an employee shall be made available to the employee or AFSCME on request. Such information shall be maintained in the workplace by the University.
2. In compliance with State and Federal law, the University shall provide to affected employee(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such data shall be readily available and provided to the health and safety committee and/or employee within a reasonable time following a request.
3. 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 the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.

D. DISPUTES

1. Only disputes regarding the assignment of any abnormally hazardous or dangerous tasks are subject to Article 3, - Arbitration Procedure, of this Agreement.

2. An arbitrator shall not have the authority to substitute his/her judgement for the EH&S professional regarding whether a task or assignment is abnormally hazardous or dangerous.
3. If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and AFSCME, it is determined that an abnormally hazardous and dangerous assignment was made, 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 with either administrative or engineering controls. If, as a result of the filing of a grievance relative to the provision of information and training prior to the assumption of duties which include an imminent risk to life and health, the University and AFSCME agree as to the failure to provide such information and training, 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.

E. COMPLIANCE

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, and/or award rendered pursuant to a grievance 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 and/or order of enforcement of such decision relative to a grievance related to this Article shall be dependent.

F. PROTECTIVE CLOTHING

1. GENERAL PROVISIONS

- a. Protective work clothing and safety equipment, where required to be worn by the University, will be provided by the University. Protective work clothing is attire worn over or in place of regular clothing to protect the employee's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes, but is not limited to laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Safety equipment protects the employee and includes, but is not limited to head covers, gloves, goggles, prescription safety glasses, ear plugs, and safety shoes.
- b. At the request of the employee, the University shall review the need to provide additional safety equipment. If the University deems it

necessary and appropriate, the additional safety equipment shall be provided to the employee in accordance with the provisions of this section.

2. REPLACEMENT

Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to an employee by the University for use on the job, shall be returned upon completion of the assignment. University-provided items lost or damaged due to employee negligence shall be replaced at the employee's expense. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. An employee required to wear prescription safety glasses will pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

3. SHOES

In those work locations where the University does not permit employees to wear or take home the shoes s/he wears at the work site, the University will, when those shoes are worn out, either supply the employee with replacement shoes or reimburse the employee for the reasonable replacement costs of her/his work shoes. Both the determination of when shoes are worn out, and the decision to either provide replacement shoes or reimburse the employee for the reasonable costs of replacing worn-out shoes, are at the sole non-grievable, non-arbitrable discretion of the University.