

**ARTICLE 12
HEALTH AND SAFETY**

A. GENERAL CONDITIONS

1. The University and the UAW acknowledge that promoting and maintaining a safe and healthy workplace (in accordance with state and federal mandates, and University policies) is a shared responsibility.
2. The University shall ensure GSRs have sufficient safety training, as determined by the Office of Environmental Health and Safety (EH&S), regarding the safe handling of materials and/or equipment the researcher is required to work with in advance of performing the duties.
3. All GSRs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, including full participation in training and using appropriate health and safety equipment provided by the University in accordance with standard operating procedures.
4. If a GSR believes there has been an exposure to an unsafe work environment and/or practice, the GSR has a responsibility to immediately report the issue to the supervisor and departmental safety designees without reprisal.
5. Additionally, GSRs have the right to report health and safety issues to the EH&S, University Risk Services, University Safety Committees, and/or to the appropriate regulatory agency, including CAL-OSHA.
6. No GSR shall be retaliated against for identifying and/or expressing concern about any safety-related issue.
7. A critical component of the University's health and safety program is for GSRs to follow safe work practices and work safely.
8. All GSRs shall comply with the University's established health and safety policies and procedures in this article, in addition to state and federal mandates.
9. A GSR who has complied with the procedures in Section D.1. below, has the right to refuse abnormally dangerous or hazardous tasks, while the University is investigating or remedying their concern.
10. This Article does not cover mental or emotional reactions to the work environment in and of themselves, or physical reactions arising from mental or emotional reactions to the work environment.
11. The University and UAW will comply with all Cal-OSHA rules and regulations relating to worksite inspections. If a Cal-OSHA Inspector arrives to inspect a

worksite in which a GSR is located, a Union Representative may be present at the opening conference and to accompany the inspector during a walk around inspection.

12. Within a reasonable time following a written request by the Union, the University will provide the UAW with copies of EH&S inspection reports related to work sites of GSRs. The University may charge the Union for the reasonable costs associated with the provision of such materials if providing the materials is burdensome.

B. COMMITMENT TO HEALTH AND SAFETY

1. The University shall make reasonable attempts to furnish and maintain safe working conditions in the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.
2. All GSRs have an obligation and responsibility to complete and sign off on all required safety training and retraining within campus guidelines, and in accordance with state and federal mandates. List(s) of required training classes shall be provided to the GSR at the time of hiring, and shall be updated as necessary.

C. ASSIGNMENTS

1. GSRs shall receive health and safety education and/or training applicable to their job functions.
2. Prior to working with hazardous materials or in a hazardous environment, GSRs will receive information and training pertaining to the health and safety protocols in the GSR's department, an explanation of the health and safety rights and responsibilities of both the University and the GSR, instructions concerning known specific hazards of the GSR's job, and the procedures available to GSRs 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, the University shall provide training and information to the GSR prior to the GSR assuming such duties.
3. Abnormally hazardous or dangerous tasks shall be defined as those tasks which are objectively identifiable as constituting a clear and imminent danger to life or physical health. This includes, but is not limited to, dangers or hazards substantially greater than those inherent to a typical scope of assigned duties, and for which the GSR has not received proper training and/or resources to perform safely.
4. A GSR shall not be assigned to any abnormally dangerous or hazardous task at the GSR's place of employment.

D. REPORTING PROCEDURES

1. All GSRs must notify their immediate supervisor as soon as they consider an assigned task to be abnormally hazardous or dangerous and believe they have insufficient safety training and/or experience to perform the task safely. The GSR shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.
 - a. In attempting to resolve the GSR's claim, the supervisor 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, including assigning the GSR to complete appropriate safety training.
 - b. If the supervisor does not make assignment changes, the supervisor shall have the GSR's claim assessed by a health and safety professional responsible, in accordance with local procedures, for the assessment of abnormally hazardous or dangerous conditions.
 - c. If, in the assessment of the University's health and safety professional responsible, the assignment is abnormally hazardous or dangerous, the supervisor shall follow local procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the GSR. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the GSR may be required to perform the work.
 - d. If, in the assessment of the University's health and safety professional responsible, the assignment is not abnormally hazardous or dangerous, and the GSR has been properly trained to perform the assignment, the supervisor may assign the GSR to perform the assignment or, may assign the affected GSR to other available work consistent with the work usually performed by the GSR or may assign another qualified employee to perform the assignment.
 - e. The assessment of the University's health and safety professional as to whether the assignment is abnormally hazardous or dangerous shall be final.

E. HEALTH & SAFETY TRAINING

1. On an ongoing basis, the University shall provide training and information about the University's health and safety programs. GSRs shall take all required training based on the requirements of the workplace. Training includes information about:
 - a. the health and safety protocols and emergency procedures associated with the GSR's research and, where applicable, known specific hazards associated with the GSR's research;

- b. the health and safety rights and responsibilities of both the University and the GSR; and
 - c. the procedures available to GSRs to abate or report any unsafe or unhealthy working conditions.
2. The University will provide relevant training and information for reasonably foreseeable hazards that are related to exploratory research, and for tasks and/or procedures known to have associated safety risks.
3. The University shall document training that is provided to GSRs.

F. INFORMATION AND TESTS

1. The University, upon receiving any chemical or substance containing hazardous material, will obtain the Safety Data Sheet (SDS) from the vendor, unless the latest version of the SDS is already on hand and available. The SDS shall be made available to the GSR or UAW on request. The University shall maintain such information, including maintenance in electronic form, if the GSR has ready access to a computer.
2. When an SDS provides that certain personal protective equipment (for example, but not limited to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required personal protective equipment shall be reasonably accessible to the GSRs who are required, as part of their job duties, to use that hazardous substance. The University shall provide GSRs who may come in contact with hazardous substances (within then-current definitions under applicable law) with adequate information or training regarding the proper handling of said substances, to the extent appropriate and related to their jobs.
3. In compliance with State and Federal law, the University shall provide to affected GSR(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such existing data shall be readily available and provided to the union or GSR within fifteen (15) calendar days following a request.
4. In the case of a suspected outbreak of a communicable disease or nuclear, biological, or chemical contamination and when the University requires testing for such communicable disease or contamination of patients and/or GSRs, the University shall offer such tests for bargaining unit GSRs within the appropriate affected work areas at no cost to the GSRs.
5. Pursuant to State and Federal law, upon written request, UAW shall receive any health and safety information subject to public disclosure, within the time frame specified by applicable law.

G. PROTECTIVE CLOTHING AND EQUIPMENT

1. General Provisions: Protective work clothing is attire worn over or in place of regular clothing to protect the GSR's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Personal protective equipment protects the GSR and includes head covers, gloves, goggles, prescription safety glasses, respirators, and safety shoes. The provision of protective work clothing and personal protective equipment is determined by EH&S.
2. Replacement: Personal protective equipment, except prescription lenses and sized safety shoes, which were provided to a GSR by the University for use on the job, shall be returned upon completion of the assignment. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. A GSR 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.

H. TOOLS AND EQUIPMENT

1. The University shall furnish and maintain in safe working condition the workplace tools and equipment required for GSRs to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse GSRs for tools and/or equipment which are not the property of the University. Additionally, the University is not required to provide equipment different than that which is determined by the University to be necessary for the safe conduct of University business.

I. LABOR MANAGEMENT COMMITTEE

1. The UAW may raise local health and safety concerns by contacting the campus labor relations office.
2. In addition, the University and the UAW agree to address Health & Safety matters in scheduled campus labor/management meetings.
 - a. Such meetings may be scheduled periodically at the UAW's request.
 - b. Thirty (30) calendar days prior to the meeting, the University and the UAW shall exchange agenda items each party wants to discuss, and the names of the attendees whom the UAW has selected to attend. In the event neither party identifies agenda items by the 30-day period, the meeting may be cancelled.
 - c. Each party shall designate a person to serve as co-chair for the meetings. The co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and necessary participants

to conduct an informed meeting.

3. The campus shall provide release time for the GSRs to attend the meeting.
4. A University EH&S professional may be invited to attend, based on the agenda items.

J. COMPLIANCE

1. The University and the UAW agree that the University's choice of response to achieve compliance with this article may be contingent upon the availability of funds. Moreover, the role of an arbitrator in grievances involving this article is restricted as set forth in Article 11, Grievance and Arbitration. The University may choose to reassign a GSR, relocate the research activity, and/or curtail the research and/or assignment in order to achieve compliance with this article.