

## ARTICLE 30 - HEALTH AND SAFETY

### A. Safety

1. It is the duty of the University to make a reasonable effort to provide and maintain a safe place of employment. The University will provide appropriate safety training to bargaining unit employees. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner, including but not limited to complying with UCLA's Injury and Illness Prevention Programs. (See: <http://map.ais.ucla.edu/go/1002886>).
2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the University, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the University's Whistleblower Policy.
3. An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by Environment, Health and Safety or designee. Management shall contact Environment, Health and Safety or designee, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the Director of Environment, Health and Safety or designee, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the Campus Labor Relations Director or designee, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations.
4. If an employee believes he or she cannot perform assigned duties based on his or her health condition, the employee must immediately inform the supervisor who may in the supervisor's sole discretion, return the employee to his/her assigned duties, temporarily re-assign the employee's job duties, refer the employee to a healthcare provider, or send the employee home. If an employee is sent home, the University may require medical certification releasing the employee to return to work.

When an employee provides documentation that the employee's medical condition makes it unsafe to perform the duties of his/her position, the provisions of Article 21—Reasonable Accommodation—shall apply.

### B. Protective Clothing and Equipment

1. The University reserves the right to require certain unit employees to wear protective clothing.
2. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The University shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g. overalls, coveralls, painter's whites) is required on a continuing basis, the University shall provide and maintain such clothing.

3. Each employee who requires corrective safety glasses and is in a classification which requires the use of safety glasses shall receive one pair of corrective safety glasses per year. The employee shall bring the prescription to his/her supervisor and UCLA shall then purchase the glasses.
4. In the month of March of each year, UCLA will furnish safety shoes to all employees in the bargaining unit except that employees hired after January 1<sup>st</sup> in a given calendar year will be furnished safety shoes in accordance with the University's current contracts upon hire and then again in March of the following year(s) thereafter. Replacement or repair of said shoes is the responsibility of the employee. However, when, in the determination of management, an employee's shoes are defective or become damaged in the course of the performance of the employee's assigned duties, management will replace said shoes within a reasonable period of time. While on pay status, employees shall be required to wear the safety shoes unless otherwise directed by the University.

### **C. Additional Considerations**

1. Bargaining unit employees assigned to work in the University's Vivariums will be required to undergo screenings and a series of Hepatitis "B" immunizations which will be provided by the University.
2. The University and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The University and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties. To this end, the University and SETC agree to commence meetings within forty-five (45) days of ratification of this agreement to develop a procedure to achieve the University's goal of a drug-free workplace.

### **D. Disputes**

Disputes concerning this Article shall not be subject to the Arbitration Procedure of this Agreement.