

## **ARTICLE 11 HEALTH AND SAFETY**

### **A. UNIVERSITY AND EMPLOYEE COMMITMENT TO HEALTH AND SAFETY**

1. The University of California is committed to providing all employees a safe work environment.
2. 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/hospital/LBNL health and safety policies and procedures.
3. No employee shall be retaliated against for identifying and/or expressing concern about any safety-related issue.
4. A critical component of the University's health and safety program is employees following safe work practices and working safely. All employees shall comply with the University's established campus/hospital/LBNL health and safety policies and procedures and this article.

### **B. ASSIGNMENT**

1. Employees 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, such as employees working with animals with contagious diseases and/or in laboratories using hazardous chemicals, employees will receive information and training pertaining to the health and safety protocols in the employee's 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 the University shall provide training and information to the employee prior to the employees assuming such duties.
3. 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.

4. An employee shall not be assigned to any abnormally dangerous or hazardous task at the employee's place of employment.
5. All employees must notify their immediate supervisor as soon as they consider an assigned task to be abnormally hazardous or dangerous. The employee shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.
  - a. In attempting to resolve the employee's claim, the supervisor, at his or her sole discretion, 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.
  - b. If the supervisor does not make assignment changes, he or she shall have the employee's claim assessed by a health and safety professional person responsible, in accordance with campus/hospital/LBNL procedures, for the assessment of abnormally hazardous or dangerous conditions.
    - 1) If, in the assessment of the University, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital/LBNL procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the employee. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the employee may be required to perform the work.
    - 2) If, in the assessment of the University, the assignment is not abnormally hazardous or dangerous, the supervisor may order the employee to perform the assignment or, at the supervisor's sole discretion, assign the affected employee to other available work consistent with the work usually performed by the employee or may assign another qualified employee to perform the assignment.
6. If the employee refuses to perform tasks assigned in accordance with Section B.5.b.1. and Section B.5.b.2. above, he or she may be subject to discipline.

## C. **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 employee or UPTE on request. The University shall maintain such information, including maintenance in electronic form, if the employee has ready access to a computer.
2. When an SDS provides that certain safety equipment (for example, but not limited, to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required safety equipment shall be reasonably accessible to the employees who are required, as part of their job duties, to use that hazardous substance. The University shall provide employees 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 employee(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 employee 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 employees the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.
5. Pursuant to State and Federal law, upon written request, UPTE shall receive any health and safety information subject to public disclosure, within the time frame specified by applicable law.

## D. **PROTECTIVE CLOTHING**

### 1. **General Provisions**

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 laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Protective work clothing is provided by the University. Safety equipment protects the employee and

includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. At the reasonable request of the employee, the University shall provide safety equipment.

## **2. Replacement**

- a. 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 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.
- b. Where federal and/or state safety regulations or the University requires an employee to wear safety-shoes, the University will provide the employees with safety shoes or reimburse the employee up to \$110 per year for the employee's purchase of safety shoes (upon proof of purchase). This provision shall not apply at locations where current safety shoe purchase/reimbursement programs exceed those required by this paragraph.

## **3. Shoes Restricted to the Worksite**

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 cost 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 reasonable costs of replacing worn-out shoes, are at the sole non-grievable, non-arbitable discretion of the University.

## **E. TOOLS AND EQUIPMENT**

1. The University shall furnish and make reasonable attempt to maintain in safe working conditions the workplace tools and equipment required for employees to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse employees 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.

**F. COMPLAINTS, DISPUTES, AND GRIEVANCES**

1. If an employee believes he or she is exposed to, or aware of an unsafe work environment, that employee has a responsibility to immediately report the issue to his or her supervisor, without reprisal.
2. Employees have the right to report health and safety complaints or violations to the Office of Environmental Health & Safety, University Risk Services, University Safety Committees, and or to the appropriate regulatory agency.
3. In the event an employee believes he or she is performing a hazardous job with insufficient training, the employee shall immediately inform his or her supervisor. After such consultation, the employee may contact the Environmental Health and Safety Department (EH&S) to request additional health and safety review of the matter. In such instances, a staff member from the EH&S department shall respond to the employee as soon as practicable.
4. Specific and/or general campus/hospital/LBNL health and safety concerns may be raised in the labor/management meetings as defined in Article 15 – Labor/Management Meetings. When the union identifies Health and Safety as an agenda item, a Health and Safety professional will attend the Labor/Management meeting.
5. If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and UPTE, 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 UPTE 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.
6. This Article does not cover mental or emotional reactions to or perceptions of the work environment, or physical reactions arising from mental or emotional reactions to or perceptions of the work environment.

G. **COMPLIANCE**

The University and UPTE 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 UPTE 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.