

1 UNITED ACADEMICS PROPOSAL

2
3 HEALTH AND SAFETY, FACILITIES, AND WORK SPACES

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5 **Section 1. Health and Safety.** Faculty members have a right to a healthy and safe workplace.
6 Faculty members shall immediately report any workplace health and safety or other maintenance
7 issues to the appropriate contact person and/or their immediate supervisor. The Administration
8 will make reasonable efforts to make timely repairs and necessary upgrades in order to ensure
9 healthy, safe, and adequate work spaces. The Administration will also comply with all state and
10 federal law, as well as existing university policy regarding healthy and safe workplaces.

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12 No faculty member shall be retaliated against for identifying and/or expressing concern about a
13 workplace safety issue, including reaching out to appropriate state or federal agencies when
14 workplace safety issues persist.

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16 Faculty members shall receive all necessary health and safety education and/or trainings
17 appropriate to their job duties. Trainings will be paid and occur during regular work hours.

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19 **Section 2. Facilities and Equipment.** The Administration will make reasonable efforts to
20 furnish and maintain in safe working condition the buildings, work spaces, furnishings, and tools
21 and equipment necessary to carry out assigned work duties.

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23 Basic provisions for a suitable work space are specific to the job duties of faculty members.
24 Basic provisions include, but are not limited to:

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- 26 • facilities that are clean, safe, and have basic working amenities such as safe drinking
 - 27 water and restrooms;
 - 28 • office space and furnishings suited to the faculty member’s job duties;
 - 29 • classroom equipment that meets standards for effective teaching and learning;
 - 30 • access to a private meeting space sufficient for meeting with students and/or other
 - 31 employees;
 - 32 • laboratory and research spaces that are safe, secure, and in good working order with
 - 33 reliable power;
 - 34 • secure spaces for the safe storage of chemicals and other hazardous materials;
 - 35 • the proper use and display of up-to-date SDS sheets, current best practices guides, safety
 - 36 manuals, and/or other relevant safety information; and
 - 37 • the provision and maintenance of any and all appropriate protective equipment and
 - 38 clothing, first-aid kits, and all other necessary safety equipment.
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40 All faculty will have access to a computer with necessary software to perform their job duties,
41 including network access and IT support.

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43 The Administration shall preemptively notify all affected faculty members of any potentially
44 hazardous chemicals being used on buildings and/or grounds that faculty come into contact with.

1 The provisions in this Article apply to all university locations utilized by faculty members in the
2 course of their assigned work, including branch campuses, extension offices, experimental
3 stations, and research labs.

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5 **Section 3. Hazardous and Dangerous Work.** Abnormally hazardous or dangerous tasks shall
6 be defined as any tasks that are objectively identifiable as having an imminent threat to life and
7 health, and/or constitute significant physical risks well beyond the usual scope of the faculty
8 member's assigned job duties.

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10 A faculty member shall not be assigned an abnormally hazardous or dangerous task.

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12 Any faculty member who believes they have been assigned an abnormally hazardous or
13 dangerous task shall immediately notify the appropriate contact person and/or their immediate
14 supervisor of the elements of the task they consider abnormally hazardous or dangerous.

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16 The supervisor may either choose to reassign the faculty member to other work or have the task
17 evaluated by the Environmental Health and Safety Office.

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19 If the Environmental Health and Safety Office agrees the task is abnormally hazardous or
20 dangerous, then the supervisor must take appropriate steps to remedy the situation before re-
21 assigning the task.

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23 If the Environmental Health and Safety Office does not find the work abnormally hazardous or
24 dangerous, the faculty member may be asked to complete the task as directed. In such cases,
25 further failure to perform the task may subject the employee to discipline procedures as outlined
26 in Article XX.

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28 **Section 4. Insurance.** Damaged, destroyed, stolen, or lost university property will be repaired
29 or replaced as soon as practicable at the expense of the Administration. Risk Services will work
30 directly with the affected faculty member to coordinate the repair or replacement of property.

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32 **Section 5. Committee on Deferred Maintenance.** There will be a committee consisting of
33 representatives from both Administration and United Academics, with at least one representative
34 each from the Corvallis campus, OSU-Cascades, Hatfield Marine Science Center, as well as at
35 least one bargaining unit member who works primarily in extension and/or a remote research
36 center. Representatives from SEIU and CGE will also be invited to join this committee.

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38 This committee will produce binding recommendations for prioritization of maintenance issues
39 and facilities work to guide the completion of the deferred maintenance backlog.

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41 **Section 6. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to
42 the contrary, the Administration must provide at least one academic term's notice when moving
43 a faculty member's office or lab within a given OSU campus or location and/or a significant
44 alteration is planned to their work space. The faculty member shall be consulted to ensure their
45 job duties can be satisfactorily performed in the new or altered work space.

- 1 A faculty member may not be forced to relocate to another campus or location unless such a
- 2 move is clearly within the requirements of their job duties and/or the faculty member agrees to
- 3 such a transfer.