

3
4 **HEALTH AND SAFETY, ~~FACILITIES, AND WORK SPACES~~**

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6 **Section 1. Reporting.** The Employer is committed to a work environment where faculty members have a
7 healthy and safe workplace. The Employer will comply with all applicable law and university rules, policies,
8 standards, manuals, or procedures. Bargaining unit members shall immediately report any workplace
9 health and safety or other maintenance issues to the appropriate contact person and/or their immediate
10 supervisor. The Employer will consult with the appropriate unit of the Environmental Health and Safety
11 Office to review the situation, determine whether the work environment is hazardous and, if so, resolve
12 the matter forthwith.

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14 Bargaining unit members shall immediately report any workplace injury or illness to their supervisor.

15
16 ~~The Employer shall preemptively notify all affected bargaining unit members of any potentially hazardous~~
17 ~~chemicals being applied to building and/or grounds that faculty come into contact with.~~

18
19 **Section 2. ~~Right to Refuse Work~~ Working Conditions.** ~~Bargaining unit members are not required to~~
20 ~~perform work that is imminently hazardous or dangerous.~~ Bargaining unit members shall immediately
21 report a condition whereby a reasonable person would believe that to perform an assigned task under
22 that current condition would risk the employee's death or serious physical injury **and are not required to**
23 **work if** there is insufficient time due to the urgency of the situation to correct the condition or eliminate
24 the danger through an assessment.

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26 Upon receiving a report of imminently hazardous or dangerous work, the Employer may either choose to
27 reassign the faculty member to other work or have the task evaluated by the Environmental Health and
28 Safety Office.

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30 If the Environmental Health and Safety Office agrees the task is imminently hazardous or dangerous to life
31 or health, then the Employer must take appropriate steps to remedy the situation.

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33 If the Environmental Health and Safety Office does not find the work imminently hazardous or dangerous,
34 the bargaining unit member may be asked to complete the task as directed. In such cases, further failure
35 to perform the task may subject the bargaining unit member to discipline procedures as outlined in Article
36 XX.

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38 Bargaining unit members who report suspected issues in good faith shall be protected from retaliation.

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40 **Section 3. Training.** Bargaining unit members shall be provided and complete all necessary health and
41 safety education and/or trainings required for their job duties. Health and safety education and trainings
42 are available through the Environmental Health and Safety Office. Bargaining unit members shall follow
43 the health and safety rules that apply to their jobs and shall wear any personal protective equipment (PPE)
44 required and provided by the Employer.

45
46 **Section 4. Basic Provisions.** The Employer will make reasonable efforts to furnish and maintain in safe
47 working condition the buildings, work spaces, furnishings, **information technology**, and tools and

1 equipment necessary to carry out assigned work duties. Bargaining unit members shall use appropriate
2 safeguards and equipment if exposed to hazards.

3
4 **Bargaining unit members shall have access to private meeting space sufficient for meeting with students,
5 which may need to be reserved according to established guidelines.**

6
7 ~~Basic provisions for a suitable work space are specific to the job duties of faculty members. Basic
8 provisions include, but are not limited to:~~

- 9
10 ~~• facilities that are clean, safe, and have basic working amenities such as safe drinking water and
11 restrooms;~~
12 ~~• office space and furnishings appropriate to the faculty member's job duties;~~
13 ~~• basic classroom equipment necessary to deliver instruction;~~
14 ~~• access to a private meeting space sufficient for meeting with students and/or other employees;~~
15 ~~• laboratory and research spaces that are safe, secure, and in good working order with reliable
16 power;~~
17 ~~• all equipment and storage spaces necessary to comply with all provisions of the OSU Safety Policy
18 and Procedures Manual;~~

19
20 ~~All faculty members will have access to a computer with necessary software to perform their job duties,
21 including network access and IT support.~~

22
23 ~~**Section 5. Insurance.** Damaged, destroyed, stolen, or lost university property will be repaired or replaced
24 as soon as practicable at the expense of the Employer. Risk Services will work directly with the affected
25 faculty member to coordinate the repair or replacement of property.~~

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27 ~~**Section 6. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to the contrary
28 or an emergency situation, the Employer must provide at least one academic term's notice when moving
29 a faculty member's office or lab within a given OSU campus or location and/or a significant alteration is
30 planned to their work space. The faculty member shall be consulted to ensure their job duties can be
31 satisfactorily performed in the new or altered work space.~~

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

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36 ~~**Section 7.** The provisions in this Article apply to all university locations utilized by faculty members in the
37 course of their assigned work, including branch campuses, extension offices, experimental stations, and
38 research labs, and centers.~~