

1 UNITED ACADEMICS PROPOSAL

2  
3 HEALTH AND SAFETY, FACILITIES, AND WORKSPACES

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

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

16 **The Employer shall preemptively notify all affected faculty members of any potentially**  
17 **hazardous chemicals being applied to buildings and/or grounds that faculty come into contact**  
18 **with.**

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20 **Section 2. Right to Refuse Work.** ~~Bargaining unit members are not required to perform work~~  
21 ~~that is imminently hazardous or dangerous.~~ ~~The Employer may temporarily reassign bargaining~~  
22 ~~unit members who~~ **Bargaining unit members shall immediately** report a condition whereby a  
23 reasonable person would believe that to perform an assigned task under that current condition  
24 would ~~result in risk~~ the employee's death or serious physical injury and there is insufficient time  
25 due to the urgency of the situation to correct the condition or eliminate the danger through an  
26 assessment process.

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

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

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

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

39 **Section 2 3. Training.** Bargaining unit members shall **be provided and shall** complete all  
40 necessary health and safety education and/or trainings required for their job duties. Health and

1 safety education and trainings are available through the Environmental Health and Safety Office.  
2 Bargaining unit members shall follow the health and safety rules that apply to their jobs and shall  
3 wear any personal protective equipment (PPE) required and provided by the Employer.

4 **Section 3 4. Basic Provisions.** The Employer will ~~make reasonable efforts to~~ furnish and  
5 maintain in safe working condition the buildings, work spaces, furnishings, and tools, and  
6 equipment necessary to carry out assigned work duties. Bargaining unit members shall use  
7 appropriate safeguards and equipment if exposed to hazards.

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

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

22 All faculty members will have access to a computer with necessary software to perform their job  
23 duties, including network access and IT support.

24 ~~Section 4. Bargaining unit members shall immediately report any workplace injury or illness to  
25 their supervisor.~~

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

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

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

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