

1 UNITED ACADEMICS PROPOSAL

2  
3 HEALTH AND SAFETY, FACILITIES, AND WORK SPACES

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5 **Section 1.** ~~Oregon State University~~ **The Employer** is committed to a work environment where  
6 faculty members have a healthy and safe workplace. Faculty members shall immediately report  
7 any workplace health and safety or other maintenance issues to the appropriate contact person  
8 and/or their immediate supervisor. University environmental, health or safety concerns should be  
9 reported to the university’s Environmental Health and Safety Office.

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11 ~~Employees~~ **Faculty members** who report suspected issues in good faith shall be protected from  
12 retaliation.

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14 **Faculty members shall receive all necessary health and safety education and/or trainings**  
15 **appropriate to their job duties.** Health and safety education and training is available through the  
16 Environmental Health and Safety Office.

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

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

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  - facilities that are clean, safe, and have basic working amenities such as safe drinking
  - 26 water and restrooms;
  - 27 • office space and furnishings appropriate to the faculty member’s job duties;
  - 28 • basic classroom equipment necessary to deliver instruction;
  - 29 • access to a private meeting space sufficient for meeting with students and/or other
  - 30 employees;
  - 31 • laboratory and research spaces that are safe, secure, and in good working order with
  - 32 reliable power;
  - 33 • all equipment and storage spaces necessary to comply with all provisions of the OSU
  - 34 Safety Policy and Procedures Manual;

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

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39 **The Employer shall preemptively notify all affected faculty members of any potentially**  
40 **hazardous chemicals being used on buildings and/or grounds that faculty come into contact with.**

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

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

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

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

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

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

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

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

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

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

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

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