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

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

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14 **The Employer may temporarily reassign bargaining unit members who report a condition whereby a**
15 **reasonable person would believe that to perform an assigned task under that current condition would**
16 **result in the employee's death or serious physical injury and there is insufficient time due to the urgency**
17 **of the situation to correct the condition or eliminate the danger through an assessment process.**

18
19 ~~The supervisor~~**Employer** may either choose to reassign the faculty member to other work or have the
20 task evaluated by the Environmental Health and Safety Office.

21
22 If the Environmental Health and Safety Office agrees the task is ~~abnormally~~**imminently** hazardous or
23 dangerous **to life or health**, then the ~~supervisor~~**Employer** must take appropriate steps to remedy the
24 situation ~~before re-assigning the task.~~

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

29
30 ~~Faculty members~~ **Bargaining unit members** who report suspected issues in good faith shall be protected
31 from retaliation.

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33 **Section 2.** ~~Faculty~~ **Bargaining unit members** shall ~~complete~~ **receive** all necessary health and safety
34 education and/or trainings ~~appropriate to~~ **required for** their job duties. Health and safety education and
35 training ~~are is~~ available through the Environmental Health and Safety Office. **Bargaining unit members**
36 **shall follow the health and safety rules that apply to their jobs and shall wear any personal protective**
37 **equipment (PPE) required by the Employer.**

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39 **Section 23. Facilities and Equipment.** The Employer will make reasonable efforts to furnish and maintain
40 in safe working condition the buildings, work spaces, furnishings, and tools and equipment necessary to
41 carry out assigned work duties. **Bargaining unit members shall use appropriate safeguard and equipment**
42 **if exposed to hazards.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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~~**Section 5. Committee on Deferred Maintenance.** There will be a committee consisting of representatives from both Employer and United Academics, with at least one representative each from the Corvallis campus, OSU Cascades, Hatfield Marine Science Center, as well as at least one bargaining unit member who works primarily in extension and/or a remote research center.~~

~~Representatives from SEIU and CGE will also be invited to join this committee.~~

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

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

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

4 **Management Rights**

5 A. Except as explicitly abridged by this Agreement, all powers, rights, and authorities of Oregon
6 State University are reserved by the ~~University~~Employer, and the ~~University~~Employer retains sole and
7 exclusive control over any and all matters in the operation, management, and administration of the
8 ~~U~~university; the control of its properties and the maintenance of order and efficiency of the workforce;
9 and authority to exercise those rights and powers by making and implementing those decisions with
10 respect to those rights and powers. In order to operate its business and except as expressly and
11 explicitly limited or restricted by a provision of this Agreement, the ~~U~~university reserves and retains
12 exclusively, any and all management rights, prerogatives, and privileges previously vested in or
13 exercised by the ~~U~~university, and the unqualified right to place any or all such rights into effect. Such
14 rights and powers include, but are not limited to, the exclusive right and power:

- 15 1. to determine the mission of the ~~U~~university, its organizational structure, and the methods and
16 means necessary to fulfill that mission;
- 17 2. to adopt and amend budgets and make budgetary allocations and reallocations affecting the
18 ~~U~~university as a whole or any of its departments or units;
- 19 3. to establish qualifications, appoint, and determine the appointment fractions and duration
20 of employment upon appointment for all ~~faculty and~~ bargaining unit members, including
21 whether employees will be reappointed, and if so, the terms and conditions governing such
22 reappointment;
- 23 4. to determine the number of ~~faculty~~ bargaining unit members to be appointed;
- 24 5. to determine, assign, and schedule the type of services to be performed by ~~faculty~~ bargaining
25 unit members or by others, including the location of such services or work;
- 26 6. to establish, modify, combine, or eliminate positions;
- 27 7. to determine the number, location or relocation of facilities, buildings and rooms, and
28 ancillary facilities such as parking lots, including the policies regarding the use of such
29 buildings, rooms, and facilities;
- 30 8. to discipline, suspend, dismiss, non-renew, and reappoint ~~faculty~~ bargaining unit members and
31 other employees;
- 32 9. to supervise, train, and evaluate ~~faculty~~ bargaining unit members and other employees;
- 33 10. to determine materials and equipment to be utilized by ~~faculty~~ bargaining unit members
34 and the methods and means by which work shall be performed and services provided;
- 35 11. to establish quality and performance standards rules for ~~faculty~~ bargaining unit members;
- 36 12. to adopt and enforce policies, rules, and regulations, including rules and regulations
37 governing tuition waivers, human resources functions, and the work, training, and
38 conduct of ~~faculty~~ bargaining unit members; and
- 39 13. to perform all other functions inherent in the administration, management, and control of the
40 ~~U~~university.

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43 B. The failure of the ~~U~~university to exercise any power, function, authority, or right, reserved or

1 retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be
2 deemed a waiver of the right of the University to exercise such power, function, authority, or right, or
3 preclude the University from exercising the same in some other manner, so long as it does not conflict
4 with an express provision of this Agreement.

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6 ~~Union **United Academics**, through its officials, to disavow in writing any such action or interference and
7 advise in writing that **bargaining unit members** engaged in such activity return to work and
8 immediately cease the violation. Faculty **Bargaining unit members** who violate this Article may be
9 subject to disciplinary action under the terms of this Agreement. In consideration of this “no strike
10 pledge,” no lockout of employees shall be instituted by the University during the term of this
11 Agreement. This Article shall not be construed as requiring the University to stay in continuous
12 operation.~~

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4 **Union Rights**
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6 **Section 1.** United Academics may use university facilities ~~for union activities~~ according to current
7 applicable building use policies ~~applicable to campus groups~~. United Academics is responsible for
8 ensuring availability, making all necessary arrangements, and paying all necessary fees.

9 ~~Section 2.~~ United Academics will advise the Employer, in writing, of all elected officers and alternates
10 who have been designated by the Union. This list shall be updated and sent to the Employer within a
11 reasonable time following any changes.

12 **Section 23.** United Academics shall have the right to communicate with its members and the members
13 of the bargaining unit, including use of university email at all times without interference by the
14 Administration, provided such communication does not unduly interfere with the work duties of a
15 bargaining unit member. Communications between bargaining unit members about union matters
16 should not unduly interfere with university operations, students, other employees, or members of the
17 public.

18 **Section 34.** United Academics shall have the right to make a presentation and distribute information at
19 the Human Resources orientations that include new faculty bargaining unit members. The presentation
20 shall be for the purpose of introducing attendees to the union and its role in representing faculty
21 bargaining unit members. The presentation will not be used for discussion of labor/management issues
22 or disputes.

23 ~~Section 4.~~ ~~United academics shall have the right office space in the Memorial Union or alternative~~
24 ~~suitable office space for the term of the Agreement. If United Academics uses the space, United~~
25 ~~Academics agrees to reimburse the University at a reasonable rate on July 1 of each year for the term of~~
26 ~~the Agreement.~~

27 ~~Section 5:~~ Designated United Academics elected officers, with prior approval from a supervisor, shall be
28 granted flexibility in scheduling work to allow reasonable time for: (a) investigating and processing
29 grievances on behalf of United Academics; (b) attending investigatory meetings and/or due process
30 hearings involving represented employees; and (c) acting as a representative of United Academics in the
31 act of collective bargaining.

32 **Section 65.** ~~The Employer shall provide~~ United Academics shall have the right to a list of information for
33 all members of the bargaining unit delivered on the following dates: October 16, January 16, April 16,
34 and July 16. This information will be provided within ten (10) days, or as soon as practicable, first day of
35 each month at no cost to the Union and in a mutually agreeable format. The list shall include the
36 following information:

- 37 a. First name ~~in use by the faculty member~~
38 b. Last name ~~in use by the faculty member~~
39 c. Middle name or initial ~~in use by the faculty member~~

- 1 d. University ID number
- 2 e. Job title
- 3 f. Name of the faculty member's supervisor
- 4 g. Home department or unit
- 5 h. Pay department or unit
- 6 i. Work location (~~including office number~~)
- 7 j. Office phone number
- 8 k. Email address
- 9 ~~l. Classification~~
- 10 ~~m. Rank~~
- 11 ~~n. Rank Title~~ effective date
- 12 ~~o. Length of service~~
- 13 ~~p. Job start and end date~~
- 14 ~~q. Appointment basis (9- or 12- month-employee)~~
- 15 ~~r. Annual salary rate~~
- 16 ~~s. Appointment percentage~~
- 17 ~~t. Full time or part time status~~
- 18 ~~u. Job status (Leave or Active)~~
- 19 ~~v. Job type (Primary, Secondary, Overload)~~

20 ~~Section 6. United Academics shall be entitled to annual reports no later than July 1 of each year. These~~
21 ~~annual reports shall be:~~

- 22 ~~a. All promotion and tenure decisions concerning bargaining unit faculty members made by the~~
23 ~~Provost or designee during the preceding academic year.~~
- 24 b. [we'll add more as we go]