

1 UNITED ACADEMICS PROPOSAL

2
3 HEALTH AND SAFETY, FACILITIES, AND WORK SPACES

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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. The Employer will consult with
10 the appropriate unit of the Environmental Health and Safety Office to review the situation,
11 determine whether the work environment is hazardous, and, if so, resolve the matter forthwith.

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

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16 The Employer shall preemptively notify all affected bargaining unit members of pesticides and
17 other hazardous chemicals being applied to buildings in which bargaining unit members work.

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

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

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

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

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

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45 **Section 3. Training.** Bargaining unit members shall be provided and complete all necessary

1 health and safety education and/or trainings required for their job duties. Health and safety
2 education and trainings are available through the Environmental Health and Safety Office.
3 Bargaining unit members shall follow the health and safety rules that apply to their jobs and shall
4 wear any personal protective equipment (PPE) required and provided by the Employer.
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6 **Section 4. Basic Provisions.** The Employer will ~~make reasonable efforts to~~ furnish and maintain
7 in safe working condition the buildings, work spaces, furnishings, information technology, ~~and~~
8 tools, and equipment necessary to carry out assigned work duties. Bargaining unit members shall
9 use appropriate safeguards and equipment if exposed to hazards.
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11 Bargaining unit members shall have access to private meeting space sufficient for meeting with
12 students, which may need to be reserved according to established guidelines.
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14 **Section 6 5. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to
15 the contrary or an emergency situation, the Employer must provide at least one academic term's
16 notice when moving a ~~faculty~~ bargaining unit member's office or lab within a given OSU
17 campus or location and/or a significant alteration is planned to their work space. **The bargaining**
18 **unit member shall be consulted as to how their job duties can be satisfactorily performed in the**
19 **new or altered work space.**
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21 **A bargaining unit member may not be forced to relocate to another campus or location unless**
22 **such a move is clearly within the requirements of their job duties and/or the bargaining unit**
23 **member agrees to such a transfer.**
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25 **Section 7 6.** The provisions in this Article apply to all university locations utilized by faculty
26 members in the course of their assigned work, including branch campuses, extension offices,
27 experimental stations, research labs, and centers.