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1 Oregon State University Proposal  
2 November 26, 2019

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4 ~~HEALTH AND SAFETY~~ **AND FACILITIES**, ~~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.

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16 ~~The Employer shall preemptively notify all affected bargaining unit members of pesticides and other~~  
17 ~~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 Work.~~ Bargaining  
20 unit members are not required to perform imminently hazardous or dangerous, defined as work under  
21 conditions whereby a reasonable person would believe that to perform an assigned task under current  
22 conditions would risk the employee's death or serious physical injury. Bargaining unit members shall  
23 immediately report imminently hazardous or dangerous work conditions.

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

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

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

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

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40 **Upon request of the bargaining unit member to Facilities Services,** ~~the~~ Employer shall **strive to**  
41 **preemptively notify all affected the** bargaining unit members of pesticides ~~and other hazardous chemicals~~  
42 **being applied to the** buildings in which **the** bargaining unit members works.

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

12/1

1 required and provided by the Employer.

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

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

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11 **Section 5. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to the contrary  
12 or an emergency situation, the Employer must provide at least one academic term's notice when moving  
13 a bargaining unit member's office or lab within a given OSU campus or location and/or a significant  
14 alteration is planned to their work space. The bargaining unit member shall be consulted as to how their  
15 job duties can be satisfactorily performed in the new or altered work space.

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

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21 **Section 6.** The provisions in this Article apply to all university locations utilized by faculty members in the  
22 course of their assigned work, including branch campuses, extension offices, experimental stations,  
23 research labs, and centers.