

ARTICLE 9 HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. Within the overall University responsibility to provide medical care, the University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required, in order that employees within the bargaining unit might carry out the duties of their positions.
2. UPTe and the University agree that exposure to risks from the patient populations the University treats is inherent in employment. The University shall make reasonable attempts to provide bargaining unit employees with such equipment, methods, practices, processes and procedures, as are necessary under applicable law to afford a working environment as safe and healthful as the nature of employment reasonably permits.
3. An employee may request an ergonomic evaluation of their work station. The University will provide a response to the employee within thirty (30) calendar days after the ergonomic evaluation report is submitted. The response shall include the action(s) to be taken, if any.
4. No employee shall be retaliated against for identifying and / or expressing concern about any safety-related issue.

B. ASSIGNMENTS

An employee shall not be assigned to any task abnormally dangerous or hazardous at the employee's place of employment. An abnormally hazardous or dangerous task shall be defined as those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job. In the event an employee within the bargaining unit regards an assigned task as abnormally dangerous the employee shall notify the immediate supervisor of the claim that the task assigned is abnormally dangerous. In attempting to resolve the employee's claim, the supervisor or the employee may contact the appropriate Environmental Health & Safety / Safety personnel at the location. The supervisor shall attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may direct the employee to perform the task, or may assign the affected employee to other available work consistent with the work usually performed by the employee.

C. RELATED GRIEVANCES

1. If the matter is not resolved to the satisfaction of the employee and/or the employee carries out the task, the employee may later file a grievance in accordance with the grievance procedure of this Agreement. If the employee unreasonably refuses to perform the task, the employee may be subject to discipline.
2. Any grievance filed by an employee alleging the assignment of an abnormally hazardous or dangerous task shall include a statement containing all facts, including time, place of incident, name of persons involved, type of object or substance likely to cause injury, and a description of the likely injury which might have resulted from the assignment of such task. In addition, the grievance shall contain the employee's suggested resolution for preventing the illness, injury and/or other hazards the employee alleges to be associated with the assigned task.
3. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and UPTE agree as to the existence of such abnormally hazardous or dangerous assignment, the University shall attempt to correct such a situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts.
4. The University's ability to comply with the provisions of this Article is subject to the availability of budgeted funds for the accomplishment of such actions which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, award, and/or arbitration decision rendered pursuant to a grievance/ arbitration related to the provisions of this Agreement and Article. The availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement award, arbitrator's decision, and/or order of enforcement of such decision relative to a grievance or arbitration related to this Article shall be dependent.
5. In the case of a suspected outbreak of a communicable disease and when the University requires testing and provides treatment for such communicable disease of patients and/or employees who are not members of this bargaining unit, the University shall offer such tests and treatment for bargaining unit employees within the appropriate affected work areas at no cost to the employees. In case of a work-incurred illness or injury which is compensable under the Workers' Compensation Act, the University shall provide such treatment to the employee within the bargaining unit as may be required by the Act.