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ARTICLE 30 Health and Safety

No graduate student employee, including an ARD whose living space is his/her workspace, shall be forced to work in a situation which presents a serious threat to his or her health or safety. A graduate student employee who believes s/he has been assigned tasks that present a threat to his/her health or safety shall immediately inform her/his supervisor for an assessment of the situation. Nothing in this paragraph shall limit the graduate student employee's option to contact EH&S for an assessment. If the University Office of Environmental Health and Safety determines that such a situation exists, the threat will be removed or the graduate student employee's work site will be changed within a reasonable period of time. If a work site is closed for health or safety reasons and the graduate student employees are not moved to an alternate work site, the affected graduate student employees shall continue to receive their full stipends for the remainder of their contracted appointment period. Every attempt will be made by the department head to find alternative, continuing employment for the affected graduate student employees if otherwise eligible for reappointment.

If the University Office of Environmental Health and Safety determines that protective clothing or equipment are required by a graduate student employee's assignment, the University will furnish such protective clothing or equipment.

If the University Health Services certifies that a graduate student employee, as a result of an injury incurred in the course of his or her employment, is unable to continue his or her appointment, the graduate student employee will continue to receive tuition and fee waivers for whichever is longer: the duration of his or her contracted appointment period or as long as the injury prevents the graduate student employee from performing the duties of that appointment, up to two years beyond the contracted appointment period.

Subject to budgetary constraints, the University will attempt to provide an adequately maintained workplace, including maintenance of existing air conditioning and ventilation systems.

GEO shall, upon request, be provided with copies of all EHS inspection reports related to work sites of graduate student employees.

The University shall provide an ergonomic keyboard to any graduate student employee for whom such accommodation is deemed medically necessary, following the procedures laid out in the document entitled "Procedures for Responding to Requests for Accommodations Required Under the Americans with Disabilities Act (ADA)."

There shall be established a Joint Health and Safety Committee (JHSC) which shall be comprised of up to four (4) representatives, two (2) appointed by the Administration and two (2) by the Union. The purpose of the JHSC shall be to discuss matters of health and safety that are of concern to the Administration and/or the Union and to make recommendations regarding these concerns. At the request of the Administration and/or the Union, the Administration shall provide for attendance at JHSC's meetings of a representative from the University Office of Environmental Health and Safety. The JHSC shall meet quarterly or more frequently by mutual agreement or at the request of either party to address exigent circumstances. The position of Chairperson shall alternate between the Administration and the Union. Either party may place matters on the meeting agenda. Where possible, items should be submitted to the Chairperson at least one (1) week prior to any scheduled JHSC meeting. The Chairperson shall distribute the agenda at least four (4) days prior to the JHSC meeting. It is understood that the JHSC shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. The recommendations of the JHSC shall not be subject to Article 31, Grievance Procedure.

The University will ask members of the University community, on a volunteer basis, to donate previously owned cell phones. The University will, to the extent technologically feasible without purchasing a calling plan, ensure that such phones are capable of being used to dial "911" and will establish a pool of such phones that will be made available for loan to graduate student employees teaching late afternoon and evening courses in the Division of Continuing Education. The level of participation in this program of voluntary donation shall not be subject to Article 31, Grievance Procedure.

Within scheduling and space constraints, the University will make every attempt to schedule evening courses in buildings with other activity. Within scheduling and space constraints, the University will make every attempt to schedule summer courses in air-conditioned facilities.