

1 UNIVERSITY COUNTERPROPOSAL

2 7-29-13

3 ARTICLE 35

4 HEALTH and SAFETY

5
6
7 **Preamble.** The University of Oregon is noted for its strong tradition of collegiality and support
8 for all members of the institution. Hostile, intimidating, or abusive behavior damages the strong
9 sense of community so valued at UO. We should all work to ensure that each member of our
10 community benefits from a respectful and inclusive working and learning environment. We
11 expect that everyone will make a conscious effort to model the behavior necessary to create an
12 inclusive and respectful climate for all.

13
14 **Section 1.** Bargaining unit faculty members have the right to work in a safe and healthy
15 workplace that meets the safety and health requirements of the Oregon Safe Employment Act
16 and is an environment that is not hostile, intimidating, or abusive. Bargaining unit faculty
17 members shall not be required to work under conditions that violate applicable safety or health
18 laws or regulations.

19
20 (a) A bargaining unit faculty member may report a condition that he or she believes does
21 not comply with applicable safety or health laws. The University Administration will
22 assess the report.

23
24 (b) Upon conclusion of the assessment, the University Administration shall inform the
25 bargaining unit member (in writing if the report was made in writing) of the conclusion
26 and what, if any, action is being taken.

27
28 **Section 2.** Bargaining unit faculty members will attend all required training on workplace health
29 and safety offered by the University Administration. Bargaining unit faculty members will be
30 paid for attendance at required trainings.

31
32 Upon reasonable request, a bargaining unit faculty member will be provided instruction on how
33 to safely operate equipment provided by the University Administration for use by the bargaining
34 unit faculty member in the performance of his or her duties.

35
36 ~~**Section 3.** When OR-OSHA inspects or plans to inspect university facilities where faculty work,~~
37 ~~the Union shall be notified as soon as possible. A Union official or designee shall be allowed to~~
38 ~~accompany the inspector.~~

39
40 **Section 34.3.** The Union may appoint two representatives to the Safety Advisory Committee.
41

1 | **Section 4-5.4.** The University Administration and the Union agree to develop, through the
2 Safety Advisory Committee, a written comprehensive workplace violence prevention policy that
3 is consistent with OSHA guidelines.
4

5 At a minimum, the policy will address avoiding and addressing workplace violence, verbal and
6 nonverbal threats, and similar actions, and will provide a procedure for the prompt reporting of
7 incidents.
8

9 The policy will be developed by the Safety Advisory Committee and submitted to the Provost or
10 designee. The Provost or designee will have final authority to establish the policy. If the
11 Provost or designee materially alters the recommended policy, he or she will provide a written
12 explanation for the change(s) to the Safety Advisory Committee. The Provost or designee may
13 initiate changes to the established workplace violence prevention policy by informing the Safety
14 Advisory Committee of the change being considered, thereby initiating the process described in
15 this paragraph.
16

17 The workplace violence prevention policy will be posted on the Human Resources website.
18

19 | **Section 5-65.** No bargaining unit faculty member will be subject to discrimination, discipline, or
20 termination for reporting that he or she has experienced workplace violence or the threat of
21 workplace violence.
22