

Article 20- HEALTH AND SAFETY

A. The University and the AAUP-AFT agree to establish a Joint Health and Safety Committee to be co-chaired by a designee of the Rutgers Environmental Health and Safety Department and by a negotiations unit member appointed by the AAUP-AFT. The Joint Health and Safety Committee shall be a standing committee, and once constituted, shall meet a minimum of two times per academic year to discuss employment-related health and safety concerns of negotiations unit members. The AAUP-AFT may appoint up to four (4) negotiations unit members to serve on this committee.

The AAUP-AFT may request the attendance of any administrative officer whom it believes can provide detailed information on a subject related to the health and safety of negotiations unit members to attend meetings of the Joint Health and Safety Committee. Such request shall not be unreasonably denied.

B. Negotiations unit members are responsible for reporting health and safety problems to their dean or director and to the Rutgers Environmental Health & Safety Department.

C. No negotiations unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an imminent danger to health and safety. It shall be the responsibility of the University to make such determinations as rapidly as possible.

D. Information

1. The AAUP-AFT may request from the University information concerning health and safety matters affecting negotiations unit members, and the University shall provide the information requested, including, but not limited to, the results of health and safety inspections of University facilities in which unit members are employed conducted by Federal, State and local agencies having jurisdiction.

2. In the event that the requested information is directly involved in pending litigation between the parties, the AAUP-AFT will not request the information under the procedure set forth in this Article but may rely only on any rights it has pursuant to the pending litigation.

3. In the event that the requested information is directly involved in pending litigation between the University and any other party, then the AAUP-AFT and the University agree to limit access to the information to a designated official of the AAUP-AFT. Such official may not be a party to or involved in the pending litigation. The designated official of the AAUP-AFT shall not disclose such information, either directly or indirectly, except in discussions with appropriate University officials and in arbitration procedures arising under Article 9 of the Agreement. In the event it becomes necessary for the AAUP-AFT to disclose such information in an arbitration proceeding, the parties agree that such arbitration shall be closed and the record thereof sealed. This provision shall not prevent the AAUP-AFT from discussing the information with its counsel.

4. When the AAUP-AFT requests health and safety information, it agrees to cooperate fully with the University in the acquisition of such information.

5. The University and the AAUP-AFT agree that when such a request for information will require significant expenditure of time and/or funds, the parties shall bear such costs equally.

E. When the University determines to remove asbestos from a building or a portion of a building in which members of the AAUP-AFT negotiations unit work (and usually prior to the development of specifications for the removal project), the University shall inform the AAUP-AFT and, if the AAUP-AFT so requests, the University shall meet with the AAUP-AFT to discuss the effect, if any, of such removal on negotiations unit members. Except for minor asbestos projects, the University shall notify the AAUP-AFT no later than ten working days after a contract is awarded for asbestos removal and identify the contractor; the AAUP-AFT will notify the University within one (1) working day of its receipt of notification of its desire to meet with the University prior to the beginning of the work.

When asbestos is being removed from a portion of a building and members of the AAUP-AFT negotiations unit continue to work in other portions of that building, the University shall forward to the AAUP-AFT promptly upon receipt all reports made by the independent safety monitor, if requested. Whenever an air test result exceeds the standard for PCM and TEM outside a containment barrier, the AAUP-AFT shall be simultaneously informed of the corrective steps being taken. Follow-up test results will be reported as soon as they are available. In addition, the University will make available to the AAUP-AFT promptly the results and descriptions of air sample tests¹⁵, if any, made by the Rutgers Environmental Health & Safety Department to monitor building conditions while the removal is in progress.

When a timetable has been established by the University for reopening a building in which members of the AAUP-AFT negotiations unit work, the University shall so inform the AAUP-AFT. Results and descriptions of all test procedures carried out to determine that the building is safe to reoccupy and a copy of the Certificate of Occupancy shall be provided to the AAUP-AFT. On the day of reoccupancy of the building by members of the negotiations unit, the AAUP-AFT will be informed by e-mail upon receipt by the University of the Certificate of Occupancy.

¹⁵ When air sample tests are made, the descriptions of testing procedures shall include the number of tests, the location of tests, and, for each sample, the type of microscopic analysis, the type of filter, the air flow, and the duration of the test.