

ARTICLE 37*

HEALTH AND SAFETY

- 37.1 ~~The CSU and CFA agree that health and safety concerns environmental, physical, and psychological conditions in the workplace. The parties further recognize that discrimination as addressed in Article 16 poses serious health and safety hazards for faculty.~~ The CSU recognizes the importance of procedures for the protection of health and safety of faculty unit employees. The CSU shall endeavor to maintain conditions that are conducive to the health and safety of the employees. The CSU shall endeavor to ensure that faculty unit employees will not be required (a) to work in unsafe conditions or (b) to perform tasks that endanger their health or safety.
- 37.2 Safety equipment **and training** shall be provided to a faculty unit employee when it is deemed necessary by the President to maintain safe and healthful conditions, or such safety equipment is required by a government agency which has jurisdiction over the affected campus **or CSU work site/location.** ~~When Counselor Faculty are assigned to provide services in satellite spaces, the CSU shall ensure that such spaces meet all health, safety, and professional standards required for clinical care. All enclosed faculty workspaces shall be equipped with doors that can be locked from the inside by faculty.~~
- 37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices. The CSU shall inform faculty unit employees of all campus safety policies, including information about employee safety training, by electronic mail or otherwise.
- 37.4 Campuses shall maintain an emergency alert program that can normally send timely information to faculty unit employees in the event of an emergency, as directed by the President. Faculty unit employees may opt in to this program.
- 37.5 A faculty unit employee who observes or detects any health and safety hazard shall report it to the appropriate administrator as soon as possible. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator. **There shall be no reprisal(s) for faculty members who report**

* This article has been updated to reflect 2023-2024 reopener bargaining.

~~health and safety hazards.~~ Faculty members who report a health and safety concern that they have reasonable cause to believe occurred shall not be subject to retaliation.

- 37.6 Recommendations and suggestions regarding safety and requests for health and safety equipment presented by a faculty unit employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.
- 37.7 When a faculty unit employee believes in good faith that they are being required to work under unhealthy or unsafe conditions, they shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the faculty unit employee in writing, as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
- 37.8 A faculty unit employee may request a temporary reassignment when they believe in good faith that their present assignment presents a clear danger to their health and safety. The appropriate administrator shall promptly respond to such a request in writing. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented.
- 37.9 One (1) employee from the bargaining unit shall be designated by CFA to represent the health and safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other than those provided in this provision.
- 37.10 All people have constitutional rights when it comes to interactions with police officers. CSU employees have those same rights when it comes to interactions with University Police. When University Police seek to interview a CFA represented employee, the employee has no obligation to participate. If, however, the employee chooses to participate, the employee may request to be accompanied by a union representative. If the request for a union

representative is denied, the employee has no obligation to participate. Nothing in this provision shall limit the rights of employees to be represented by an attorney when interacting with University Police.

37.11 CSU agrees to provide lactation spaces consistent with California Labor Code Section 1031. The CSU shall make the locations of all lactation spaces on campus known to the campus community through searchable, up-to-date, web-based information. Upon request, the campus human resources office shall inform faculty unit employees where the nearest lactation space is located. If CFA bargaining unit employees are unable to access adequate lactation spaces, CFA or a bargaining unit employee may notify Campus Human Resources. If CFA reports such an issue, CSU should inform CFA within sixty (60) days of its plans for addressing the issue or an explanation for why it believes adequate lactation spaces are already being provided.

37.12 The CSU shall make the locations of all gender-inclusive facilities on campus known to the campus community through searchable, up-to-date, web-based information. If CFA bargaining unit employees have inadequate access to convenient gender-inclusive restrooms, CFA or a bargaining unit employee may notify Campus Human Resources. If CFA reports such an issue, within sixty (60) days, CSU should inform CFA of either its plans to add a gender-inclusive restroom in the reported area or explain why such an addition is not feasible.

~~37.13 Unless required by law or court order, the CSU shall make no disclosures to outside parties of any personally identifiable information of any Unit 3 employee without the employee's express written consent. This information includes, but is not limited to, names, home addresses, mailing addresses, aliases, prior legal names, phone numbers, email addresses, social media accounts, and other campus directory information. Disclosures to CFA in its role as an exclusive representative are exempt from this restriction. Consent to disclosure shall not be a condition of employment and refusal to consent shall not be grounds for disciplinary action or non-retention.~~

~~In the event of an electronic system or physical facility breach resulting in the potential loss of, or disclosure of, personally identifiable information to an outside party, the CSU shall notify the affected employees and CFA within three (3) business days of becoming aware of the breach. This~~

~~notification shall include the nature of the breach, and a description of the data potentially lost or disclosed.~~

~~In the event of a legally mandated disclosure (e.g. a public records request) of personally identifiable information, the CSU shall notify the affected employees and CFA upon receipt of the request and before the information is disclosed. Notification shall include a description of the data to be released and the name of the outside party receiving the data. Requests for data on substantial numbers of employees shall be subject to the meet and confer provisions of HEERA.~~

~~The CSU shall take all steps necessary to fully secure and limit access to personally identifiable information of Unit 3 employees as allowed by law.~~

~~Within one calendar year of ratification of this agreement, the CSU shall undertake a review of its data security practices and procedures and provide a report to CFA outlining such practices, any known deficiencies, plans to address deficiencies, and a description of personally identifiable information held by the CSU and its constituent campuses.~~

~~37.19 On all campuses, the CSU shall designate a person or persons, other than campus police, to respond to non-criminal health and safety concerns including, but not limited to classroom disruptions and interpersonal conflicts among campus community members.~~

~~37.20 On all campuses, the CSU shall designate an ombudsperson who is trauma- and disability-informed and trained in dispute resolution for faculty complaints against other CSU employees and/or students. The ombudsperson shall attend at least one CFA training on anti-racism within one year of ratification. Faculty unit employees shall not be required to seek resolution through mediation.~~