

**Side Letter Agreement to Article 11 – Health and Safety**

**For the Berkeley Campus Only**

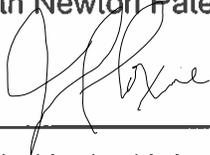
1. The University shall not retaliate against any employee for identifying and/or expressing concerns about safety-related issues.
2. In the event an employee believes s/he has been assigned a task that is unsafe, or requires additional training or equipment, the employee shall, as soon as practicable, inform her/his supervisor of the components of the assignment that s/he believes to be unsafe or dangerous. Nothing in this provision shall limit the employee's option to also contact University of California, Berkeley, Office of Environment, Health & Safety ("Office of EH&S").
  - a. In attempting to resolve the employee's claim, the supervisor, may provide necessary training/instruction, protective equipment or hazard abatement, or may make workplace task performance and/or task assignment changes to remediate the employee's concerns.
3. At any time after the supervisor has been informed of a potentially hazardous assignment, the supervisor or the employee may contact the University's Office of EH&S and a University EH&S professional will be assigned to participate in the task evaluation.
4. An employee who has complied with the procedures in §2., above, has the right to refuse to perform work that s/he believes is unsafe, while the University is investigating or remedying her/his concern.
5. If the supervisor does not provide additional training/instruction or does not make assignment changes sufficient to remediate the employee's concerns, s/he shall have the employee's claim assessed by a University EH&S professional person responsible for the assessment of health and safety conditions before the employee is required to continue with the task. The employee shall have the right to have a Union representative present while the EH&S professional is meeting with or interviewing the employee regarding her/his claim. If the University Office of EH&S determines the assignment requires additional training/instruction or other remedies, the supervisor shall follow campus procedures to remedy the situation prior to assigning the work to the employee. Once the University makes the modifications that remedy the situation as required by the University Office of EH&S, the employee may be required to perform the work.
6. If, the University Office of EH&S has determined the assignment is within the scope of the employee's training and knowledge and the University's safety policies and procedures are met, the supervisor may require the employee to perform the assignment.

7. Disputes regarding the provisions of this side letter are subject to Article 3 – Arbitration Procedure, except that an arbitrator shall not have the authority to substitute her/his judgment for the EH&S professional with respect to an assessment regarding health and safety conditions made in response to an employee's claim. This limitation shall not impede any rights conferred in Article 11.
8. Nothing in this side letter shall be construed to permit the University to assign any employee to any "abnormally dangerous or hazardous task" at the employee's place of employment as defined in Article 11, section (B)(1).



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Seth Newton Patel, AFSCME



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Julie Hoxie, University of California, Berkeley



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Date

11/09/2015

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Date