

ARTICLE 10 – HEALTH AND SAFETY

Section 1. SWs will be provided with a safe University workspace and will not be required to work in conditions that pose an unnecessary threat to their health and safety. No SW will be required to act, nor will any SW act, in a manner which constitutes an unnecessary health or safety hazard. Towards that end, the University has policies in place to provide such a safe workplace; will maintain such policies during the life of this Agreement; and may improve such policies at its discretion. The University shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure SW health and safety. Such reasonable steps shall include but not be limited to providing training in the safe and proper use of equipment necessary for the work.

Section 2. If a SW works outside of University workspaces, other than local remote home locations, prior to the beginning of the assignment the University shall:

- A. Provide the SWs with information about Global Support Services, if SWs have work that takes them outside the United States. SWs will receive this information as soon as possible and no later than 14 days before travel dates. SWs should consult with the University's Global Support Services prior to undertaking such work for information and advice about risks and safety.
- B. Provide SWs performing field work in the United States information relevant to the safe performance of such work.
- C. Make SWs aware of all available resources they may need for the successful completion of the work assignment, including how to access or obtain these resources in the location of the work assignment.

Section 3. Adequate first aid equipment will be provided in appropriate locations. The University shall provide first aid information and training at no cost for all SWs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

Section 4. The University shall supply and maintain all equipment, tools, materials, and personal protective equipment (PPE) to SWs needed to carry out job duties safely, including but not limited to protective safety glasses as may be required by applicable occupational safety regulations, University policy, or Standard Operating Procedures. The health and safety committee referenced in Section 8 may also make recommendations related to the supply and maintenance of all equipment, tools, materials, and personal protective equipment (PPE) for SWs. Such recommendations shall be considered by the University taking into account relevant factors, including cost, and shall not be unreasonably denied. A SW may request prescription safety glasses from their supervisor, who shall consider such a request in good faith and decide whether or not to grant the request taking into account relevant factors including cost.

SWs are permitted, but ordinarily not required unless specified by relevant safety protocols or regulations, to wear a face mask, including but not limited to: N95, KN95, and surgical masks, on any University property and in any location where the SW performs job-related functions.

Section 5. ~~For a SW with a disability as defined by the Americans with Disabilities Act, the University will provide reasonable accommodations that do not pose an undue hardship to the University. Upon request for an accommodation by an SW with a documented disability, the University shall promptly provide the SW with agreed-upon reasonable accommodation(s) as are necessary for the performance of their essential job functions, consistent with federal, state and local law. Accommodations include, but are not limited to, such things as: adaptive equipment; changing the physical layout of the workplace, including wheelchair access; providing assistive technology such as captioning and interpretations; accessible parking; restructuring job duties; providing access to the workplace for care workers or nursing staff, as required by the SW, which may include an ID card for access to securitized buildings; modifying the SW's work schedule and other accommodations within the laboratory, office, and/or classroom. Once the University has agreed to an accommodation, those responsible for implementing the accommodation will be notified and the SW will be provided a reasonable timeline for implementation.~~

Supervisors will fulfill accommodation requests within 5 business days of the request being submitted. If they are unable to fulfill the request within that timeline, the Supervisor will email the UDR and the SW, (and, when necessary, the DAO), to work together to identify necessary adaptive equipment and a funding estimate for the full cost of the equipment, which the Supervisor will provide the SW with upfront. All collaboration between the UDR, Supervisor, and SW for reasonable accommodations will be finalized and fulfilled within 5 business days. After any existing UDR appeals processes are complete, any requests that are not approved will be grievable through the grievance process outlined in Article 6 of this CBA.

SW(s) who are supplied with adaptive equipment related to their job functions may choose to bring this equipment off-campus, or to request duplicate adaptive equipment for their off-campus use, if they have an appointment for which they will be conducting remote work. Off-campus equipment will be returned by the SW upon the completion of their appointment.

The nature of these evaluations will be determined based on the work location (i.e. remote or on campus), as agreed upon by the SW and supervisor or employing unit. While these are normally campus-based work station evaluations, a SW may request that Environmental Health & Safety

(EH & S) conduct a virtual ergonomic review, and such request will be granted, consistent with EH & S and school policies and practices.

Such evaluations should involve experts such as occupational hygienists, occupational physicians, occupational health and safety professionals and/or environmental health and safety professionals, who shall make recommendations to the University to eliminate the problem or the risk of the health-related problem(s). The University shall consider the recommendations in good faith and will make reasonable efforts to implement those recommendations that are approved by local program administrators, which, if necessary, will include reimbursing a SW to implement approved recommendations to the workplace. A SW will not be reimbursed for implementation recommendations that the local program administrators did not previously approve. The University will also make reasonable effort to incorporate currently accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

Harvard shall establish and maintain an ergonomics program for its employees, which includes general ergonomic guidance, self-assessment tools, and ergonomic consultations and evaluations to reinforce proper ergonomic practices and guidelines. Harvard shall implement ergonomic practices and guidelines into new workplace and workstation designs within the first 10 days of an SW beginning their appointment.

Section 7. Consistent with University procedures, the University will provide advance notice to affected SWs and other University building occupants for asbestos removal project(s) in their immediate work area.

Section 8. The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. Accordingly, the University and the Union agree that, at least twice per contract year and additionally if mutually agreeable or if a health and safety issue is identified by a SW, an equal number of representatives of the Union and University will meet at a mutually agreeable time and place as a health and safety committee to discuss matters relating to health and safety of SWs in the workplace. This meeting will take place within 15 business days from the time the meeting is requested by either party, and the Union may request that additional University officials and decision-making bodies to be present. Union representatives shall not suffer any loss of compensation to attend such meetings. Such meetings shall not constitute nor be used for the purpose of negotiations or discussions of any active grievance.

The University shall endeavor to have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings.

The parties agree that workplace health and safety include concerns regarding mental health and may implicate racial justice issues. ~~The parties recognize that such issues are also being discussed, and will continue to be discussed, on a University-wide basis during the life of this Agreement and may result in specific recommendations for change and accordingly are beyond the health and safety committee's authority to resolve.~~

Section 9. Right to Healthcare

The termination of access to health insurance, dental insurance, or Union benefit funds prior to the end of a Student Worker's promised term of funding and/or appointment by the University will be considered a disciplinary action, and should not occur without first following all outlined procedures in Article 19 of this CBA, Discipline and Discharge. Any actions taken by the University to terminate, intervene, or otherwise obstruct any such access to healthcare while a SW was expected to be in-unit that are not consistent with Article 19 of this CBA will be grievable.

The parties agree that SW(s) experiencing any injury, illness, or disability as defined in the ADA, both temporary and permanent, are fully entitled to the provisions of this contract, and that they will not experience any retaliation from the University on the basis of injury, illness, or disability, either mental or physical. Further, the parties agree that substance use disorder is considered a condition that falls under the purview of all Health and Safety and Non-Discrimination provisions in this CBA, and that any SW who fails a mandatory drug test by the University will retain access to their health insurance and associated benefits. Under no circumstances will a SW be disciplined or discharged solely on the basis of any mental, physical, or addiction-related illness, injury, or disability, including, but not limited to, accessing full time psychiatric care, substance-related rehabilitation, and requiring full-time nursing or caregiving services.

Section 109. In cases of injury to an SW while at work, the SW shall assist their Supervisor to file an Incident Report as soon as possible in accordance with University procedures. The SW shall file a Worker's Compensation claim in accordance with University procedures and state law. The determination of Worker's Compensation will be made via the University third-party workers comp administrator.

Section 110. SWs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, using appropriate health and safety equipment provided by the University in accordance with standard operating procedures. Should a SW become aware of conditions they believe to be unhealthy or dangerous to their health and safety, the SW shall report the condition immediately to the supervisor or the Harvard Environmental Health and Safety Department who shall take corrective action. In cases where there is an imminent danger to the SW, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any SW for such reporting. The University shall respond to reports within 30 days, either by confirming receipt of the report or by describing any corrective action(s).

Section 12. Safe workplace free from violence

- A. The parties agree that SWs have the right to a safe and violence-free working environment. As such, except as otherwise required by federal law, the University or its agents shall not provide voluntary consent to policing, security, or law enforcement officers to enter any non-public areas where Student Workers work or live. Non-public areas are those University-owned or controlled buildings and/or areas that restrict public access. Non-public areas include, but are not limited to, all classrooms, research and teaching labs, offices, dormitories, or housing. In the event that such consent is required by federal law, the University shall notify the Union and the Student Worker(s) that work in or routinely access those areas at least 3 hours prior to facilitating the officer's access to those areas, and will provide the Union access to any accompanying judicial warrants.

- B. The University will not deploy HUPD or other law enforcement bodies to respond to a mental health crisis, or wellness check.

Section 13. Health and Well Being of the Community: Development of Harvard Community Fund

- A. Consistent with Harvard University's mission to create and nurture a diverse, inclusive community dedicated to alleviating human suffering and improving health and well-being for all, Harvard University will make a fund ("Harvard Community Fund") to support the housing, healthcare, and social needs of community members who are not affiliated with Harvard. Individual community members and community organizations in Cambridge and Boston may apply for the fund for any expenses related to the improvement of health, economic well-being, or social well-being.
- B. Harvard University shall make available a minimum of \$125,000 for each academic year of this agreement to be utilized during the term of this agreement, to support the initiatives set forth in item A above. Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union. If any funds remain from the \$125,000 allocated for any given academic year of this agreement, those remaining funds shall be applied to the remaining academic years of this agreement, but no funds shall rollover at the expiration of the term of this Agreement. This fund amount shall be in addition to the allocation for existing initiatives around community health and well-being.