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.

To prevent the spread of infectious disease and subject to all University policies and rules, SWs are permitted, but ordinarily not required unless specified by relevant safety protocols or regulations, to wear an N95, KN95, or surgical mask when performing their HGSU job duties on-campus unless the mask impacts the performance of an essential function of their position.

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.

SWs with disabilities may at any time request a reasonable accommodation through University Disability Resources. A reasonable accommodation is any change or adjustment to a job or work environment that would permit a person with a disability to perform the essential functions of the job. The University shall engage in the interactive process with the SW within ten (10) business days of University Disability Resources receiving an accommodation request and provide reasonable accommodations that do not cause an undue burden as soon as feasible, consistent with state, federal, and local law as well as University policy.

When a SW requests a job-related accommodation, it is their responsibility to obtain and submit supporting medical documentation from appropriate healthcare providers. The University shall grant SWs reasonable provisional accommodations for 30 days, if needed, with reasonable extensions as necessary. Requests shall not be denied arbitrarily.

If a SW is required to work fully remote for the duration of their appointment, then SW(s) who are supplied with adaptive equipment for use in the workplace may choose to bring this equipment off-campus. Off-campus equipment will be returned by the SW upon the completion of their appointment.

Section 6. Workplace and Workstation Evaluations shall be provided by the University upon the request of either a SW, a group of SWs or a supervisor who believes that the nature of the work or workplace is exposing the SW(s) to health-related problems.

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.

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. 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. In cases of injury to a 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 10. 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).