

University Counter and Second Proposal on Workplace Safety, 12/9/24

*The substantive terms outlined in the University's second comprehensive contract proposal offered on March 15, 2024 remain on the table as a union contract settlement that the university will sign when and if the Union is interested.

*Language addressing union concerns that the University proposed on September 19th is highlighted, below. See new paragraphs 8 and 9, also highlighted, responding to the Union's counterproposal on November 18th.

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE - tbd HEALTH AND SAFETY

Section 1. The University, the Union and graduate students are committed to maintaining processes and procedures that ensure a safe work environment and bargaining unit members will not be required to work in unsafe conditions. Bargaining unit members who reasonably and in good faith believe that they have been assigned tasks or a workspace that presents a threat to their health or safety shall inform their supervisor, as well as OARS and/or ECOS, to assess the threat concern. Such members shall not be subject to discipline for refusing to work in the workspace at issue once reported unless and until a review of the workspace has been conducted by OARS or ECOS, as applicable, and a determination has been made that it is safe to resume work. During the assessment period, bargaining unit employees will be expected to continue with any work that may be performed in an alternate location determined by their supervisor during that period, or to make up work that could not be performed during that period.

Section 2. The parties understand that students must adhere to all applicable University health and safety rules, policies, and procedures. No student shall be subjected to retaliation for reporting a health and safety concern.

Section 3. The University will provide Personal Protective Equipment (PPE) deemed necessary by the Occupational Safety and Health Act ("OSHA") or any applicable local, state, or federal regulations pertaining to student assigned duties.

Section 4. The University will ensure, through its regular maintenance schedule and upgrades, that the existing ventilation, air filtration, and cooling infrastructure in all campus buildings where bargaining unit members work will meet all applicable health and safety laws and regulations.

Section 5. The University will continue its regular schedule of bathroom maintenance and upgrades. The University will also continue to maintain gender-neutral bathrooms on campus and make available a map of all gender-neutral bathrooms.

Section 6. Bargaining unit members who are assigned to work internationally will continue to receive applicable information and resources through the University's Global Safety and Support webpages. Students are required to comply with all applicable University travel requirements, including but not limited to registering travel with the University and other requirements outlined on the University's Global Safety and Support website. Bargaining unit members will not be required to travel to any location defined under the University's High Risk Travel policy.

Section 7. The University will continue to provide first aid supplies in appropriate locations on campus, and will provide first aid training for bargaining unit members as determined by OARS and/or ECOS.

Section 8. The University will continue to send advisories out to bargaining unit members as part of its practice of communicating to the Northeastern community about local public health emergencies.

Section 9. Bargaining unit members who are sick should not report to campus for work and should utilize sick leave in accordance with Article __ when they are sick and unable to work.