

ARTICLE XX

Health & Safety

Section 1. Graduate Employees will be provided with a safe University workspace and will not be required to work in conditions that pose a threat to their health and safety. No GE will be required to act in a manner that constitutes an unnecessary health or safety hazard. Towards that end, the University will develop and enforce policies to provide a safe workplace and will maintain such policies during the life of this Agreement. Any changes to said policies that impact a GE will be presented to the union and be subject to negotiations. The University shall continue to take reasonable steps to ensure the safety and health of bargaining unit members in pursuit of their work as GEs. The University shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to ensure GEs' 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. Each building or workspace containing laboratory space will provide a standardized laboratory operating procedure, training, and/or new GE orientation that denotes important building emergency procedures and core facility and laboratory space management information. Laboratory supervisors or their designee shall make training specific to the laboratory or work environment in which the work is being conducted available to their GE. This training shall be compensated as per Article XX, Section X

Section 3. Adequate, properly maintained, and serviced first aid equipment, including but not limited to Narcan, a heart defibrillator, epinephrine auto-injector, aspirin, iodine, and oral glucose or an emergency glucose injection pen will be provided in appropriate locations. The University shall provide first aid information and training at no cost for all GEs.

Section 4. If a GE works outside of University workspaces, other than local remote home locations, prior to the beginning of the assignment the University shall:

- 1) Provide the GE with appropriate information if GEs have work that requires domestic or international travel. GEs will receive this information as soon as possible and no later than twenty (20) days before travel dates. Graduate Employees should consult with their supervisors/department heads before undertaking such work for information and advice about risks and safety.

2) Provide GEs performing fieldwork in the United States with information relevant to the safe performance of such work.

3) Make GEs 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.

4) GEs have the right to decline travel to unsafe work locations without being penalized, including domestic states that are unsafe for pregnant, LGBTQ+ individuals, or any individual belonging to a protected class as defined in Article XX.

Section 5. The University shall supply and maintain all appropriate equipment, tools, materials, and personal protective equipment (PPE) to GEs needed to carry out job duties safely, including but not limited to protective safety glasses. A GE may request any additional safety materials (e.g., prescription safety glasses) from their supervisor. Such requests shall not be unreasonably denied.

The University shall provide an ergonomic keyboard, mouse, and chair to any GE for whom such accommodation is deemed appropriate.

Section 6. The University will provide an advance notice of thirty (30) days to affected GEs and other University building occupants for asbestos removal project(s) in their immediate work area.

Section 7. In cases of injury to a Graduate Employee while at work, the GE shall assist their Supervisor in filing an Incident Report as soon as possible in accordance with University procedures. The GE 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 a third-party mediator.

Section 8. GEs 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 GE become aware of conditions they believe to be unhealthy or dangerous to their health and safety, the GE shall report the condition immediately to the supervisor or the Health and Safety Department who shall take corrective action. In cases where there is an imminent danger to the GE, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any GE for such

reporting. The University shall respond to reports within seven (7) days, either by confirming receipt of the report or by describing any corrective action(s).

Section 9. In accordance with Section 9, when a GE contests the health and safety of their workplace and informs the Office of Environmental Health & Safety (OEHS), or the Union, OEHS and the Union must inform the other within twenty-four (24) hours. The University shall provide affected GE's access to past data, including but not limited to toxic chemicals, water tests, mold tests, microplastics, PFAS, lead paint, lead pipes, seismic safety, air quality, air filtration ratings, a workspace's air changeovers per hour, CO₂ measurements, and asbestos reports. Such existing data shall be readily available and provided to the Union and GE within fourteen (14) calendar days following a request. Furthermore, the Union shall be provided with copies of all future EHS inspection reports related to the work sites of GEs within two (2) days of the report's creation.

Section 10. The University will ensure all GE workspaces have proper air conditioning and heating to maintain a temperature between 66F and 78F degrees at all times, except in areas where different temperature is needed (for example, lab spaces with experiments). During applicable seasons, rooms will be heated to a target of 68F, with an expected range of 66F to 72F, and rooms will be cooled to a target of 76F, with an expected range of 72F to 78F. This includes GEs' labs, offices, meeting rooms, and classrooms where GEs will serve as TAs. If a room is outside the required temperature range, the University will immediately correct and repair the issue, and provide an alternative office location.

Section 11. Graduate employees must be provided with adequate office space that ensures compliance with air quality standards, fire safety regulations, and overall health and safety requirements, ensuring that no employee is subject to overcrowded or unsafe working conditions.

Section 12. The University and Union recognize the importance of having safe and accessible bathroom facilities. The University will post and maintain a campus map of all gender-neutral bathrooms and guarantee gender-neutral bathrooms in all buildings where GEs perform their duties. The University will not prevent GEs from using a workplace bathroom of the GE's choice, regardless of gender. GE's shall have unrestricted access to a gender-neutral bathroom within the GE's building and within a five minute walk from the GE's work assignment.

- (a) The University shall continue to provide menstrual products in bathrooms used by GEs at no cost to the GEs. Additionally, menstrual products shall be provided in all such bathrooms regardless of gender.

Section 13. The University and Union recognize the importance of providing accommodations for all GEs who have a physical or mental impairment. In accordance with the Americans with Disabilities Act (ADA), under the request of a GE, the University will provide personalized support to ensure the GE can meet essential requirements or perform their job duties. This includes but is not limited to ensuring all workspaces where GE's complete their duties, have facility enhancements (e.g., ADA accessible entrances, ergonomic workspaces, accessible restrooms, ramps, access to elevators), flexible work schedules, modified or accessible equipment (e.g., alternative keyboards, screen readers, voice recognition, live captions), assistance (interpreters, readers or other personal assistance), and permission to bring assistance animals (e.g., emotional support or medical support).

Section 14. In the case of a suspected or ongoing outbreak of a communicable disease or nuclear, biological, or chemical contamination, the University shall offer relevant tests for GE's within the appropriate affected work areas at no cost to the GEs.

Section 15. During public health threats, the University will email the entire University of New Hampshire community informing everyone of the risks, dangers, and precautions that can be taken. Public emergencies include but are not limited to:

- (a) When the local, state, or national government declares a Public Health Emergency.
- (b) When the New Hampshire Department of Public Health declares an outbreak in New Hampshire or the Centers for Disease Control reports an outbreak in New England or nation-wide.
- (c) The air quality index is above one hundred (100).

Additionally, at the beginning of each semester (Fall, Spring, January Term, Summer), the University shall provide, at no cost to the GE's, N95 masks, relevant medications, rapid tests, and vaccinations on campus. Such preventative measures shall be available in a heavily foot-trafficked public location (e.g., in front of Dimond Library or Memorial Union Center) and shall be available University-wide. The University shall send campus-wide emails to inform the University of New Hampshire community of the importance of preventative measures, the availability of on-campus resources, and the location(s) of such resources.

Section 16. In the event of any public health notification outlined in Section 15, the University will require relevant weekly testing of all who may enter a GE's workspace (e.g. classroom, conference room, laboratory space, etc.). These tests will be made available at wheelchair-accessible locations on all University of New Hampshire

campuses to ensure easy access for all GE's. Should testing behaviors not satisfy the GE's needs, the GE shall be entitled to complete their work remotely.

Section 17. GEs may request universal masking in their workspaces, including but not limited to classrooms, offices, and labs where they work, meetings, and spaces for required work events. They may do so by posting public notice and/or by verbal announcement at any time, without justification. Should masking behaviors not satisfy the GE's needs, the GE shall be entitled to complete their work remotely.

Section 18. GEs who test positive for or are experiencing potential symptoms of an infectious disease (e.g. COVID-19, Influenza, etc.) will not be required to work for at least ten (10) days after they first test positive or first exhibit symptoms, nor until at least 24 hours after their symptoms end, nor until 24 hours after a negative test, whichever comes later. Supervisors may not pressure, coerce, or influence GE's to do otherwise. The GE shall receive full pay during this absence.