

4-10 Ordinance to protect workers from heat-related illnesses and injuries in the City of Boston

4-10.1 Definitions.

“Covered Contractor” refers to any person or entity that is a party to a City service or construction contract, City lease, or City license whose employees perform work in a setting at risk of causing Heat Illness, as determined by the Office of Labor Compliance and Worker Protections.

“Drinking Water” means potable, cool or cold water that is suitable for human consumption and is maintained in safe and sanitary conditions to prevent contamination and illness where such is not supplied through plumbed fixtures or otherwise continuously supplied. The term also includes commercially available electrolyte-replenishing beverages that do not contain caffeine.

“Heat Illness” means any medical condition caused by high temperatures and humidity, including but not limited to heat cramps, heat exhaustion, heat syncope, heat stroke, and heat edema.

“Heat Illness Prevention Plan” or “HIPP” refers to a written plan to prevent Heat Illness pursuant to the requirements of subsection 4-10.3 of this Section.

“Heat Illness Prevention Plan Affidavit” refers to a sworn statement on a form determined by the Office of Labor Compliance and Worker Protections certifying that the Covered Contractor, or his or her designee, has prepared and will implement a project-specific Heat Illness Prevention Plan that defines planned protections from potential heat hazards.

“Rest” means a break from work within working hours, during which an employee may not work.

“Shade” refers to an area that is not in direct sunlight. Shade may be provided by any natural or artificial means, such as a tree, tarp, tent, canopy, or other similar structure.

“Subcontractor” refers to any person or entity that has a contract with a Covered Contractor to perform all or part of the work covered by a City contract.

4-10.2 Purpose and Scope.

- A. The purpose of this Section is to ensure that all employees working for the City of Boston or under City of Boston contracts, leases, and licenses are afforded certain protections when the heat index reaches a threshold identified by the Office of Labor Compliance and Worker Protections. These protections are intended to reduce the likelihood of employee Heat Illness.
- B. This Section applies to all worksites and projects identified by the Office of Labor Compliance and Worker Protections as likely to cause Heat Illness.

4-10.3 Employees Working for the City of Boston or a Covered Contractor or Subcontractor.

- A. Subject to any bargaining obligations under G. L. c. 150E, all City of Boston departments whose employees perform work in a setting at risk of causing Heat Illness, as determined by the Office of Labor Compliance and Worker Protections, must develop and implement a Heat Illness Prevention Plan (HIPP) consistent with a template made available by the Office of Labor Compliance and Worker Protections. The HIPP may include, but need not be limited to:
 - 1. Appropriate opportunities for shade, rest, and water for employees;
 - 2. Appropriate responsive actions in the event of an emergency or Heat Illness; and
 - 3. Relevant training and materials to employees in advance of reasonably anticipated exposure to the risk of Heat Illness.
- B. Covered Contractors and Subcontractors whose employees perform work in a setting at risk of causing Heat Illness, as determined by the Office of Labor Compliance and Worker Protections, must provide a Heat Illness Prevention Plan Affidavit on a form provided by the Office of Labor Compliance and Worker Protections before they can begin work. The Affidavit may include, but need not be limited to, attestations that:
 - 1. The HIPP will be made available to the City upon request;
 - 2. The HIPP will be accessible to each employee in a language understood by the employee;
 - 3. The HIPP will be implemented when the heat index reaches a threshold identified by the Office of Labor Compliance and Work Protections;
 - 4. The HIPP will be incorporated in all subcontracts, subleases, sublicenses, and other agreements with any third party engaged to perform labor or services in connection with the contract; and
 - 5. The Covered Contractor understands it is the obligation of the Covered Contractor to ensure compliance by its Subcontractor(s).
- C. Covered Contractors and Subcontractors must make available to their employees information, to be provided by the Office of Labor Compliance and Worker Protections, on the requirements of this Section and how to submit a complaint should employees feel they are not receiving the protections required. Notice to employees may be made by posting signage provided by the Office of Labor Compliance and Worker Protections setting forth the protections afforded to workers pursuant to this section.
- D. Upon request, Covered Contractors shall provide the City with additional documentation to verify compliance with this Section, consistent with the Covered Contractor's contract with the City.

4-10.4 Administrative Responsibility.

- A. City departments shall include the requirements of this Section in all bids, proposals, written quotes, or requests for qualifications for contracts, leases, or licenses which are designated as covered by the Office of Labor Compliance and Worker Protections.
- B. The Office of Labor Compliance and Worker Protections shall conduct at least two trainings annually on Heat Illness and protections for both indoor and outdoor workers in order for City departments, Covered Contractors, and Subcontractors to understand the requirements of this

Section. These trainings shall be offered to all City departments, Covered Contractors, and Subcontractors, and shall be required of those who are found to be out of compliance with this Section.

4-10.5 Failure of Covered Contractors to Comply.

- A. The Office of Labor Compliance and Worker Protections shall monitor compliance with the provisions of this Section and may receive complaints, conduct investigations, issue notices to cure, and carry out enforcement actions. Any person or entity found to be in violation of this Section must be given notice and an opportunity to cure the violation(s) prior to further enforcement.
- B. Any person or entity who fails to comply with the provisions of this Section after receiving notice and an opportunity to cure shall be subject to those sanctions allowed by law, including but not limited to:
 - 1. Fines up to \$100 per day after issuance of notice to cure up to the date of full compliance;
 - 2. Cancellation, termination, or suspension of the contract; and/or
 - 3. Ineligibility for future contracts with the City until achieving compliance and paying all fines in full.

4-10.6 Preemption and Severability.

Nothing in this Section shall be construed to relieve persons or entities from complying with existing OSHA safety regulations or other applicable provisions of the law, nor is this Section intended to alter or diminish any obligation otherwise imposed by law.

If any provision of this Section is held invalid or unenforceable by any court, such a holding does not invalidate or render unenforceable any other provision of the Section, and the rest of the Section shall remain in full force and effect.

4-10.7 Exclusions.

This Section does not apply to any City contract, lease, or license with any other governmental agency.

4-10.8 Effective Date.

This Section shall take effect six months from passage.

Filed in Council: January 8, 2025