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CITY OF BOSTON IN CITY COUNCIL

ORDINANCE TO PROTECT WORKERS FROM HEAT-RELATED ILLNESS AND INJURIES IN THE CITY OF BOSTON

- WHEREAS,** Global warming is contributing to extreme weather conditions, including record-breaking heat waves which have been known to be deadly; *and*
- WHEREAS,** Boston recently had a heat emergency, setting a record for the hottest day in June at 98 degrees Fahrenheit; *and*
- WHEREAS,** Currently there are no required, enforceable protections in Boston for employees who have to work during heat emergencies, leaving them vulnerable to unbearable and dangerous weather conditions that can negatively impact their health; *and*
- WHEREAS,** Workers are left to rely on their employers to allow for water breaks, access to shade, and essential rest periods during extreme heat. Often those without a union are unable to effectively advocate for and receive adequate access to water, reest, and shade; *and*
- WHEREAS,** Texas and Florida, despite their extreme heat waves, have gone so far as to pass laws banning municipalities and counties within their borders from requiring employers to provide water breaks to workers in extreme heat. It is, therefore, imperative that we as a city set an example by ensuring that our workers are entitled to accommodations during heat emergencies, like the one we experienced in Boston last week; *and*
- WHEREAS,** It is projected that heat index values over 100 degrees will be three times more common in the Northeast by the middle of this century; *and*
- WHEREAS,** Although we are making strides to become a Green New Deal city and reduce greenhouse gas emissions at the state level it is projected that t heat emergencies will with increasing frequency and and will only get worse as time goes on;
- NOW, THEREFORE BE IT**

Ordained by the City of Boston, as follows:

That the City of Boston Municipal Code, Ordinances be amended by adding in Chapter IV, Section 4-10:

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

4-10.1 Definitions.

Acclimatization – temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to heat. Acclimatization peaks in most people within four to 14 days of regular work for at least two hours per day in the heat.

Contractor – any person or entity that is a party to a City contract, City lease, or City license.

Heat illness – any medical condition caused by high temperatures and humidity and resulting in, including but not limited to heat cramps, heat exhaustion, heat syncope, heat stroke, and heat edema. Heat exhaustion and heat stroke result from the body's inability to cope with a particular heat load and require immediate medical attention.

Heat mitigation – the implementation of preventive and proactive measures by contractors to provide protection and relief from heat hazards when working on City-owned, City-leased or City-licensed property including on any City streets or dedicated rights-of-way.

Heat stress – exposure to extreme heat in a work environment, which can result in illness, injury or death.

Heat wave - a period of unusually hot weather that lasts more than two days in which the predicted high temperature for each day will be at least 80 degrees Fahrenheit and at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days.

Drinking water – cool or cold potable 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.

Environmental risk factors for heat illness – working conditions that create the possibility of heat illness, including high air temperature, relative humidity, radiant heat from the sun and other sources, conductive heat from sources such as the ground, low air movement, high physical workload intensity and duration, and protective clothing and equipment worn by an employee.

Recovery period – a cool-down period of reduced heat exposure and rest to aid in cooling down the human body and avoiding heat illness.

Shade – 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.

Personal risk factors for heat illness – factors specific to an individual, including but not limited to age, health, pregnancy, degree of acclimatization, water consumption, alcohol consumption, or caffeine consumption, use of prescription medications that affect the body’s water retention, or other physiological responses to heat.

Rest break – a break of not less than ten (10) minutes from work within working hours, during which an employee may not work.

Subcontractors – a firm, partnership, corporation or combination thereof having a direct contract with the contractor for all or any portion of their work that is the subject of the City contract.

4-10.2 Purpose and Scope.

The purpose of this ordinance is to ensure that all employees working for the City of Boston or under a City of Boston contract when the heat index is 80 degrees Fahrenheit or higher are afforded certain protections to include access to cool/cold drinking water, shade, rest breaks and other provisions necessary to cool down their bodies and prevent heat exhaustion and/or heat illness.

This Ordinance applies to all worksites identified by the City’s Office of Labor Compliance as likely to cause worker heat-related injuries and illness during a heat emergency and which are under the purview of the City of Boston or worksites that are run by an entity that is operating under a City contract.

4-10.4 Contract Language.

A. The following clause is required to appear in all contracts between the City and contractors as designated by the City’s Office of Labor Compliance and contracts between qualifying contractors and their subcontractors:

Any contractor whose employees and contract workers perform work in settings at risk of causing heat-related illnesses must keep on file a written Heat Illness Prevention Plan (“HIPP”) which must be made available to the City upon request, be posted where it is accessible to workers and be implemented when the heat index is 80 degrees Fahrenheit or higher. At a minimum, the HIPP shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drinking water free of charge at locations that are readily accessible to all employees and contract workers and permission for workers to access the water anytime they have a need for hydration.
2. Specific to the worksite, location(s) with adequate shade or cooling where employees will have the ability to take rest and cooling breaks.

3. Permission for workers to take rest and cooling breaks when needed to prevent overheating.
4. Effective Work/Rest schedules designed to reduce the risk of heat illness and injury.
5. Access to shaded areas or enclosed spaces with air conditioning.
6. Effective acclimatization practices for workers newly assigned or reassigned to work in an environment identified by the Office of Labor Compliance as likely to cause a risk of heat-related illness.
7. Conduct training in a language understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, and how to recognize and report signs and symptoms of heat-related illness and injury, how to administer appropriate first aid, and how to report heat illness and injury to emergency medical personnel. Employers shall provide effective training/educational materials to each supervisory and non-supervisory employee before the employee begins work that should reasonably be anticipated to result in exposure to the risk of heat illness.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractor.

B. *Documentation.* In addition to the documents required in subsection A of this section, upon request contractors shall provide additional documentation verifying that mitigation efforts against heat related illness or injury in the workplace are being utilized.

C. *Monitoring.* The department primarily responsible for managing any contract covered by this Ordinance shall monitor compliance with the provisions of this Ordinance.

4-10.5 Administrative Responsibility.

City departments shall include the requirements of this Ordinance in all bids, proposals, written quotes, contractual agreements, leases, licenses or requests for qualifications which are designated by the City's Office of Labor Compliance.

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 or as much as necessary in order for employers to understand the requirements of this Ordinance. This training shall be offered to those who are found to be out of compliance with this Ordinance.

4-10.6 Failure of Contractors to Comply.

A contractor who fails to comply with the provisions of this Ordinance 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 date of full compliance;
2. Cancellation, termination, or suspension of the contract or ineligibility for future contracts with the City until all fines have been paid in full.

The Office of Labor Compliance and Worker Protections is hereby authorized to investigate complaints and issue/enforce the above penalties against any person, corporation or business entity reported to be in violation of this Ordinance.

4-10.7 Preemption and Severability.

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

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

4-10.8 Exclusions

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

Filed in Council: January 8, 2025