

USA Article 8 Section 10 Emergency and other campus closures

Current Language

SECTION 10. ESSENTIAL PERSONNEL

A. In the event that classes and other activities are cancelled by the Employer, only personnel designated as essential or otherwise required to work will be required to work.

B. Within (90) days of the signing of this agreement, the University shall provide the Association with a list of bargaining unit members deemed essential. The determination of which Employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein. The University shall provide an updated list by October 15th of each year.

C. Unit members, deemed essential, shall be compensated two-and-a-half (2.5) times the regular salary rate for all hours worked up to a maximum of eight (8) hours during their regularly scheduled shifts and one half (1/2) hour thereafter or before. All other time worked shall be compensated at their applicable overtime rate.

Proposed Language Article 8 Section 10 Temporary Campus/Workplace Closures

- A. In the event a campus is temporarily closed to employees due to adverse weather conditions, a planned closure (separate from holidays and campus closure days outlined in Article 12), or an otherwise announced and authorized campus closure has been designated, essential personnel will be required to report for work on campus during the duration of the closure.
- B. The University shall provide the Union with a list of bargaining unit members deemed essential by November 15 of each year. The determination of which employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein.
- C. When the University temporarily closes its campus, employees designated as essential who are required to work on campus will be compensated at the total rate of two and a half (2.5) times the regular rate of pay.
- D. Any employee previously deemed essential through Article 8 Section 10 who is instructed by their supervisor that they are not essential for a particular temporary closure would follow the procedures outlined below.

- i. All non-essential employees with a hybrid/ remote status are expected to work from their off-campus location during a temporary campus closure period. Work performed during the campus closure will be paid in alignment with the employee's regular pay rate for hours worked.
- ii. All non-essential employees who work on campus without the ability to perform their work from a hybrid/ remote location are not expected to work or report to campus during a temporary campus closure. Staff will be paid their regular rate of pay for their scheduled work hours during the closure period.
- iii. For the purposes of this article, the word "campus" means the work location experiencing a temporary closure. The work location may be the UMass Amherst Campus and/ or any satellite/ remote work locations where Union employees are regularly assigned to work.
 - a. For example, the University may deem it necessary to temporarily close work locations in Florida during a hurricane. This closure would result in a temporary closure for only those adversely impacted locations and corresponding employees in Florida.