

Association rejects language changes proposed by the university, and counter-proposes replacing current language in the CBA with the following language:

## Article 8 Section 10: Temporary Campus/Workplace Closures

### 1. Definitions

Campus and building closures shall fall into one of two categories:

- **Planned Exigency Closures:** Situations within University control where instructing staff to work remotely would be beneficial to sustaining campus operations in uncommon situations (such as dignitary or presidential visits to the campus).
- **Emergency Closures:** Closure due to an ongoing emergency situation including but not limited to severe weather, wherein the conditions would pose a hazard to the safety of the campus community.

### 2. Planned Exigency Closures

Departmental supervisors are expected to maintain reasonable contact with all employees in the event that a planned exigency is scheduled to occur. As long as reasonable notice of the transition to remote work is given, non-essential employees with the ability to work from a hybrid/remote location may be directed to do so at the discretion of their supervisor, to be compensated at their regular rate of pay for their scheduled work hours during the closure period. Employees directed to work under the conditions of this section are authorized to use their accrued vacation, personal, or sick time if they are unable or unwilling to work from a remote location.

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 building or campus closure. Staff will be paid at their regular rate of pay for their scheduled work hours during the closure period.

Employees deemed by the University as essential personnel shall follow the guidelines under section 5 below.

### 3. Emergency Closures

In the event that the campus or satellite work location is closed due to inclement weather or other safety concerns, only those personnel designated as essential shall be required to work. Employees deemed by the University as essential personnel shall follow the guidelines under section 5 below. Non-essential staff will be paid their regular rate of pay for their scheduled work hours during the closure period.

**Commented [KC1]:** Rationale: These definitions, and by extension this counterproposal, are written with the recognition of the nuances that have arisen in recent years due to the implementation of remote and hybrid work schedules. There are dates on the calendar (such as Commencement) where it makes sense to close staff physical campus locations to allow for additional parking or resolve other space-limited issues. This gives the university the flexibility to make this arrangement with staff.

**Commented [KC2]:** Note: This sentence is meant to address the potential loophole of employees who "accidentally" forget to bring their laptop home if they were given notice that they'd be switching to remote work.

**Commented [KC3]:** Rationale: There are situations in which it makes sense for the university to switch as many staff as possible to a remote work situation. Taking into account management's proposal to keep staff working remotely when possible, this allows for a codified process to do so.

**Commented [KC4]:** The Association rejects management's proposal to have non-essential staff pivot to remote work at a moment's notice. Inclement weather or other emergencies present a number of challenges, such as potential loss of internet, electricity, and heat, as well as burdening parents with a sudden need for child care. The University's proposal does not directly address what should happen in this situation -- rather, it opens a pandora's box on who should work the day and who shouldn't.

A designated satellite location that is unimpacted by the weather or other exigency in question may remain open at the discretion of a health and safety designee who works at that physical worksite.

**Commented [KC5]:** This language is meant to address those employees who work away from campus, such as those who work at the Mount Ida campus.

#### 4. Remote and Satellite Locations

In the event that the University remains open but an employee's designated remote or satellite location is impacted by severe weather or other unsafe condition, the health and safety designee responsible for the employee's worksite or the employee's direct supervisor shall have discretion on whether the employee shall report to work.

**Commented [KC6]:** *Rationale: This section is meant to address management's concerns about when a remote or hybrid employee should not report to work due to an issue affecting their satellite or remote location, such as the example of employees who reside in Florida who may be impacted by hurricanes.*

Employees who have mobility issues or other documented disability wherein reporting to their physical workplace during inclement weather could result in significant harm or hardship may request an accommodation via the University's Workplace Accommodations Office to work from home in lieu of reporting to work during inclement weather.

#### 5. Essential Personnel

In the event that a building, the campus proper, or satellite worksite/remote work location is closed per the above criteria, essential personnel will be required to report for work on campus or to said worksite during the duration of the closure.

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.

**Commented [KC7]:** The date in the current language is October 15th. If the University can demonstrate a need to update the reporting date, the Association will accept this date.

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, inclusive of the following:

**Commented [KC8]:** This is language currently in the contract.

- In the event of a full day closure, unit members deemed essential are eligible for closure pay compensation for hours worked between midnight and 11:59pm of that calendar day.
- In the event of a delayed opening, unit members deemed essential are eligible for closure pay compensation for hours worked between midnight of that calendar day and the delayed opening time.
- In the event of an early closure, unit members deemed essential are eligible for closure pay compensation for hours worked between the reported early closure time and 11:59pm of that calendar day.

**Commented [KC9]:** This language is meant to address the situations when employees are reporting to work during a snowstorm, often in poor weather conditions, when the university has not yet been closed.

The Association will designate one staff member from each shift to participate in the campus closure committee's deliberations about whether the campus shall remain open or will close. This applies for Emergency Closures as well as Planned Exigency Closures.

**Commented [KC10]:** Rationale: an employee on campus during third shift, for example, would be a good candidate to provide ground-level assessment of the road conditions affecting the university. A decision to keep the university open or order a closure should be made after consulting with a union representative, as unsafe conditions have arisen from previous inaction from Health and Safety to close the school during winter session and spring break when students are not likely to be impacted.