

ARTICLE 17

SUSPENDED OPERATIONS

17.1 If the Employer determines for any reason, including but not limited to, inclement weather, that health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the college/district buildings or operations, the Employer will notify employees per the Employer's notification procedure. The following will govern employees:

A. Employees scheduled and not required to work during a late start, an early closure or total suspended operations will have no loss in pay for all late starts, early closures and the first day of total suspended operations.

B. The following options will be made available to the affected employees who are not required to work for the balance of the total suspended operations:

- Vacation leave;
- Personal holiday;
- Personal leave;
- Accrued compensatory time (where applicable);
- Sick leave;
- Leave without pay; or
- Make up lost time through employee-requested schedule changes in accordance with Subsections 7.3 F, 7.9 F and 7.9

G.

C. At the Employer's discretion and approval, affected employees who are not required to work during the balance of suspended operations may be offered the option to work remotely or reassigned to a similar position at a location within a reasonable commute distance from the non-operational location during the suspended operations.

1 D. Employees who are not required to work but whose work shift starts prior
2 to an announcement of a subsequent day of total suspended operations will
3 be paid for actual hours worked and Subsection 17.1 B and C will apply for
4 the balance of the work schedule after the announcement.

5 E. The Employer will identify the services required during late starts, early
6 closures and total suspended operations and notify employees required to
7 work in accordance with the Employer's suspended operations procedures.
8 Upon request, the Human Resources Office will make the suspended
9 operations written procedures available to an employee.

10 F. Employees who are required to work during late starts, early closures and
11 total suspended operations will be paid for all hours worked plus an
12 additional eight (8) hours at their regular pay rate. The additional eight (8)
13 hours of pay shall not be counted as hours worked for purposes of
14 calculating overtime.

15 G. Employees not receiving callback, who are required to work during late
16 starts, early closures, and total suspended operations will receive a
17 minimum of two (2) hours of pay for each day worked.

18 H. Any overtime worked during suspended operations will be compensated
19 according to [Article 8](#), Overtime.

20 I. During suspended operations when there are unsafe driving conditions or
21 other hazards, the Employer may allow off-duty employees to remain at the
22 college/district.

23 **17.2** The options listed in Subsection 17.1 B, will be made available to employees who
24 report to work late, leave work early or are unable to report to work due to severe
25 inclement weather. In addition, employees may use sick leave for childcare
26 emergencies, if applicable, per [Subsection 13.2 D](#).

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17.3 If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or natural disaster, the employee’s leave will be charged in the following order:

- A. Any earned compensatory time;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;
- D. Leave without pay.

Although the types of paid leave will be used in the order listed and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay or their personal holiday rather than vacation or sick leave at their request.

17.4 Employees on pre-approved leave will not have their leave reversed due to suspended operations, unless that leave was granted under Section 17.3, because they were unable to report to the worksite that subsequently closed based on severe inclement weather.

17.5 When the College is operational during periods of severe inclement weather or other hazardous conditions, the Employer recognizes that certain commutes may be unsafe. As described in Article 20.5, all colleges will maintain a Teleworking Policy & Procedure. Telework eligible employees, are encouraged to coordinate with their supervisor in accordance with the college’s Telework process. Employees ineligible for Telework shall maintain their leave options outlined in 17.3.


TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Inti Tapia, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

 9/16/24

Steve Sloniker,
Director of Contract Administration
WPEA

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