### University counter proposal

### 4-1-21

# ARTICLE 15

# WORKSPACE AND MATERIALS

# Working off Union 3-18 proposal. University language in yellow. Reorganized to give a separate section to remote work.

Section 1. To carry out assigned duties as determined by the University, the University shall provide SWs, at no cost to the SW, reasonable access to University services, materials, and facilities necessary to carry out such duties, including but not limited to: desk space (individual or shared), after-hours and weekend building access, library privileges, studio space, storage space, campus mail, office supplies including chalk and dry-erase markers, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment.

Section 2. Nothing in Section 1 precludes the University or the supervisor from determining what specific software and hardware, lab equipment, grading software, and audio/visual presentation equipment are best suited or adequate to carry out assigned duties. However, the University shall consider in good faith any SW request for such specific equipment or materials not provided pursuant to Section 1 by the University. If a faculty member denies such a request, the SW may discuss the denial with the department chair or supervisor.

Section 3. To the extent available and consistent with the requirements of the departments or employing unit, SWs shall also have access to computers with internet access and printers.

Section 4. With the supervisor's or employing unit's advance approval, the University shall reimburse SWs for required job-related materials, equipment, and services that are not otherwise provided to the SW by their department, including materials needed in on-campus spaces and, when approved, remote work locations. Requests for approval shall not be unreasonably denied.

Section 5. If a SW's University work location is to be moved or if there is a substantial alteration of the SW's work space, the SW will be notified at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible.

Section 6. In the performance of their duties, SWs will have access to available University private space to advise students.

#### Section 7 Remote work

When requested by the SW and approved by the University agreed upon by the SW and the supervisor, or when required by the University, SWs may work remotely. from home. In such cases, the University reserves the right to set the parameters for remote work by a SW and the SW shall be subject to any procedures, restrictions, limitations and other guidelines on remote teaching and remote work that may be set by the University in a given case.

Any remote work arrangement may be terminated at the sole discretion of the University at any time with reasonable notice to the employee.

In the case of a SW working remotely, the SW may request assistance from the HUIT Service Desk or from the local School IT help desk with regard to internet access in accordance with University procedures. Computer and printer equipment, when not otherwise available to the SW, may be provided after review on a case by case basis in the University's discretion. Ownership of any equipment that may be provided to a SW working remotely remains with the University.

In this case, the home office shall be recognized as an official workspace, and all workplace protections, rights, and benefits of this contract shall extend to this location. This includes, but is not limited to,

A SW working remotely shall have the ability to request reimbursement for work-related materials consistent with Section 4 above and consistent with any University policies on expenses reimbursements..

Also, the SW will have access to Workers Compensation in the case of work-related injury that arises out of and is in the course of University employment and shall proceed in accordance with Section 9 of Article 10, Health and Safety.

Any issues in the home workplace covered by landlord-tenant dispute protocol are not covered by this Agreement. (Would like clarification of this sentence before accepting or rejecting.)

In the case that the work location is moved such that the SW is required to work from home, the notification will include an official notice that the remote work location is recognized as a workplace and that all workplace protections, rights, and benefits of this contract apply. This includes, but is not limited to, the ability to request reimbursement for work-related materials and access to Workers Compensation in the case of work-related injury. Any issues in the home workplace covered by landlord-tenant dispute protocol are not covered by this Agreement.