

ARTICLE XX. FLEXIBLE WORKING ARRANGEMENTS

HAW-UAW Proposal February 06, 2025

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Section A. Definition.

1. For the purposes of this Agreement, flexible working arrangements (“flexwork”) encompasses any arrangement that allows an Employee to perform their duties outside of traditional work hours or locations. This includes, but is not limited to, remote work, hybrid schedules, compressed work weeks, alternative work weeks, job sharing, reduced hours/part-time arrangements, and any combination thereof. Both long-term and short-term flexwork arrangements are covered under this Agreement.

Section B. Right to Flexwork.

1. All Employees shall have the right to flexwork arrangements that best suit their personal and professional needs, provided such arrangements do not significantly impair their ability to fulfill their job responsibilities.
2. Employees shall have the right to implement any flexwork arrangement without notification to the Employer, provided that implementation does not impair the Employee’s or any other employees’ ability to fulfill their job responsibilities, except as limited by Section C.

Section C. Flexwork Review Process.

1. Flexwork arrangements may only be modified or terminated by mutual agreement between the Employee and Employer.
2. The Employer may, in writing, request a review of an Employee’s flexwork arrangements. Employees have a right to Union representation during such review.
3. Upon initiating a review, the Employer and Employee must meet to review all flexwork arrangements within ten (10) business days.
4. After a review, the Employer may, in writing, propose modifications or termination of the flexwork arrangements. Flexwork termination is only permissible in circumstances where the arrangement renders the Employee unable to perform essential job functions. The Employee and Employer shall engage in good faith negotiations to reach a mutually agreeable arrangement, documented in writing, within fifteen (15) business days of the

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proposal. Employees have a right to Union representation and counsel for the duration of this process.

Section D. Dispute Resolution.

1. Any disputes regarding flexwork arrangements shall be subject to the Article XX (Grievance and Arbitration) procedures outlined in this Agreement.

Section E. Non-Discrimination and Equal Opportunities.

1. The Employer shall not discriminate against or penalize Employees participating in flexwork arrangements in any aspect of employment, including but not limited to pay, benefits, promotions, professional development, or work assignments.
2. The Employer shall ensure that Employees with flexwork arrangements have equal access to all opportunities, resources, and information available to other Employees.

Section F. Support for Flexwork.

1. The Employer shall provide all necessary equipment, tools, supplies, and technology required for Employees to effectively perform their duties in any flexwork arrangement, at no cost to the Employee.
2. The Employer shall reimburse Employees for all expenses incurred in the course of their work while in a flexwork arrangement, including but not limited to internet access, phone usage, office supplies, and any necessary home office furniture or equipment.
3. The Employer shall provide technical support and training to ensure Employees can effectively work in their chosen flexwork arrangement.

Section G. Flexwork Promotion and Evaluation.

1. The Employer shall actively promote and encourage flexwork arrangements among all eligible Employees.
2. The Employer shall conduct annual reviews of flexwork policies and practices, with Union participation, to identify areas for improvement and expansion of flexwork opportunities.