

ARTICLE XX. FLEXIBLE WORKING ARRANGEMENTS
HAW-UAW Counter Proposal March 24, 2025

ARTICLE XX
FLEXIBLE WORKING ARRANGEMENTS

Working off Corporation proposal of 2-24-25
Changes in red

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 on either a permanent or temporary basis. The parties understand that certain grants and visas may restrict certain work arrangements. 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.
2. Any assigned or proposed work outside of Massachusetts is governed by the University’s policy on Employment Outside Massachusetts.

Section B. Right to Request Flexwork.

1. All Employees shall have the right to request either an alteration of their standard scheduled hours and/or the ability to perform some or all of their work at home or other remote location on certain days of the week. flexwork arrangements that best suit their personal and professional needs, provided such arrangements do not significantly impair their ability to fulfill their job responsibilities. 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. The supervisor shall make every reasonable effort to accommodate flexwork requests.
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.
2. While it is understood that most roles and functions will always require on-going or periodic physical presence and/or standard hours, Employees can make a written proposal to their supervisor in which they will set forth their desired modification in their times and/or locations for work. The Employee will indicate the desired duration for such adjustments. Supervisors are required to review all proposals in good faith and provide a decision to the Employee within a reasonable time. The final decision is entirely discretionary with the supervisor, who may either approve or deny

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~~proposals based on business reasons and consistent with University policies on flexwork.~~

3. The supervisor must review and respond to all flexwork proposals within ten (10) business days.
4. The supervisor shall provide a written decision approving or proposing modifications to the flexwork proposal. Denials are only permissible in circumstances where the arrangement would render the Employee unable to perform essential job functions.
5. If modifications are proposed, the Employee and the supervisor shall reach a mutually agreeable arrangement within ten (10) business days. The Employee has the right to union representation at any such meeting.
6. All flexwork arrangements shall be documented in writing, specifying the terms and conditions agreed upon by both parties.

Section C. Flexwork Review Process.

1. Flexwork arrangements may only be modified or terminated by mutual agreement between the Employee and supervisor, except in cases of demonstrable operational necessity.

2. Flexwork arrangements may only be modified or terminated by mutual agreement between the Employee and Employer. Once a flex work understanding has been implemented, the supervisor may adjust or cancel such flexwork for business reasons operational necessity, provided reasonable notice is given, normally no less than thirty (30) calendar days, instructional or research work needs permitting. Upon such notice, the Employee may meet with the supervisor to discuss the proposed modification or cancellation.

- ~~1. The Employer may, in writing, request a review of an Employee's flexwork arrangements. Employees have a right to Union representation during such review.~~

- ~~1. Upon initiating a review, the Employer and Employee must meet to review all flexwork arrangements within ten (10) business days.~~

- ~~1. 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 proposal. Employees have a right to Union representation and counsel for the duration of this process.~~

~~Section D. Dispute Resolution.~~

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- ~~1. Any disputes regarding flexwork arrangements shall be are not 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 University shall ensure that Employees with flexwork arrangements have equal access to all opportunities, resources, and information available to other Employees.~~

Section D. Non-Discrimination and Equal Opportunities.

1. The Corporation 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 Corporation shall reasonably ensure that Employees with flexwork arrangements have equal access to all opportunities, resources, and information available to other Employees.

Section E. Support for Flexwork.

- ~~1. The Employer shall provide all necessary equipment, tools, supplies, and technology may be required for Employees to effectively perform their duties in any flexwork arrangement.~~

~~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.~~

~~The Corporation University Employer shall provide remote technical support and training, as well as any necessary software and services, to ensure Employees working remotely. 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.~~
- ~~1. The Employer shall conduct annual reviews of flexwork policies and practices, with Union participation, to identify areas for improvement and expansion of flexwork opportunities.~~