

## ARTICLE XX. FLEXIBLE WORKING ARRANGEMENTS

HAW-UAW Counter Proposal June 2, 2025

### ARTICLE XX. FLEXIBLE WORKING ARRANGEMENTS

#### 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.
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.
2. While it is understood that most roles and functions will 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.
3. Supervisors are required to review all proposals in good faith and provide a decision to the Employee within ten (10) business days absent extenuating circumstances.
4. The supervisor shall provide a written decision approving, denying or proposing modifications to the flexwork proposal. Denials are ~~only~~ **only** permissible in circumstances where the arrangement would ~~significantly~~ impair the Employee’s ability to perform essential job functions where there are Employee performance or conduct concerns or where there are organizational or business needs that would be adversely impacted from such modifications. ~~or in other situations where a supervisor reasonably determines a flexwork proposal would negatively impact the work of their department or unit, in their discretion.~~
5. If modifications are proposed or if the supervisor denies the request, the Employee and the supervisor shall meet and discuss the proposed modifications or the decision not to approve the request within ten (10) business days absent extenuating circumstances. 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.

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- ~~7. The final decision on the Employee's request will remain in the supervisor's discretion and may be grieved at Step 2 of the Grievance Procedure but may not be processed to arbitration.~~

### 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.<sup>1</sup>~~
2. Once a flex work arrangement has been implemented, the supervisor may adjust or cancel such flexwork for business reasons<sup>2</sup> ~~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 supervisor must meet with the Employee to discuss the proposed modification or cancellation unless the Employee voluntarily waives the right to a meeting.
- ~~3. Any disagreements with the adjustment or cancellation of the flexwork arrangement may be grieved at Step 2 of the Grievance Procedure but may not be processed to arbitration.~~

### ~~Section D. Dispute Resolution.~~

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- ~~1. Any disputes regarding flexwork arrangements are not subject to the arbitration provisions of Article XX (Grievance and Arbitration) procedures outlined in this Agreement.~~

### Section ~~DE~~. Non-Discrimination and Equal Opportunities.

1. The ~~University 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, unless such distinctions are inherent in the flexwork arrangement itself.
2. The ~~University Corporation~~ shall ensure that Employees with flexwork arrangements have reasonably equal access to all opportunities, resources, and information available to other Employees.

### Section E. Support for Flexwork.

1. The ~~University Corporation~~ shall provide remote technical support and training, as well as any demonstrably necessary software and services, to Employees working remotely.

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<sup>1</sup> Union accepts this change contingent upon Corporation accepting remainder of document.

<sup>2</sup> Union accepts this change contingent upon Corporation accepting remainder of document.