

ARTICLE 06
FLEXIBLE WORK AGREEMENTS

A. GENERAL PROVISIONS

1. The University supports the use of hybrid and remote work agreements when operationally feasible to support work-life balance, reduce the burden and environmental impact of commuting, and to maximize the efficient use of space in University facilities, among other benefits. The University has a management right to determine work location, as set forth in Article 15 – Management Rights.
2. This Article covers:
 - a. The complete effects agreement and process for changes to written individual flexible work agreements covering individual employees, whether that agreement is part of a broader location policy or not; and
 - b. The complete effects agreement and process for changes to flexible work arrangement policies or programs that impact fewer than twenty (20) employees.
3. For changes to flexible work programs or policies that impact twenty (20) or more employees, notice of the change and any effects bargaining shall follow the standards and procedures set forth in Section C of Article 37 – Waiver for bargaining the effects of such changes, as modified by Section B.2.c of this Article. Effects bargaining for these changes will not include required notice and relocation, which are set forth in Sections B.2.c and C of this Article, respectively.
4. The University shall communicate remote, hybrid, and flexible work arrangement opportunities to all covered employees in accordance with appropriate location policy or procedure, if any.
5. A formal agreement is not required when an employee and supervisor mutually agree to a non-precedent setting, or ad hoc work schedule adjustment.
6. The University will maintain the current status of individual active flexible work agreements (remote-work, hybrid work, and seasonal agreements, such as modified summer schedule). Modifications to existing individual flexible work agreements are subject to the provisions of this Article.
7. Flexible work agreements are available as a reasonable accommodation consistent with Article 23 – Reasonable Accommodation, and such agreements in place at ratification shall continue. Decisions, changes and modifications to reasonable accommodations are solely covered by Article 23 – Reasonable Accommodation.
8. For grievances alleging a violation of this Article, the arbitrator may not substitute their judgement for that of the University regarding the operational and business need for the change in work location, but will exclusively determine whether the procedures and standards in Sections B and C of this Article have been followed, and order a corresponding remedy.

B. PROCEDURE

1. Right to Request – Employee Initiated Change

- a. Employees may request a new or modified flexible work agreement.
- b. When an employee requests a new flexible work agreement or modification to an existing flexible work agreement, the supervisor and employee shall meet within fifteen (15) calendar days to discuss and evaluate the request per Section B.3.
- c. The University shall respond in writing to the request within thirty (30) calendar days of the employee-supervisor meeting, with a copy to the Union, and shall detail the reasons for the decision per Section B.3.

2. Modification of Agreements by the University – University Initiated Change

- a. Flexible work agreements may be modified by the University only after forty-five (45) calendar days' notice in writing to the employee and the Union. For changes to policies and programs that impact more than twenty (20) employees, the University will provide notice to the Union as provided for in B.2.c. Notices must include the reason for and the duration of the change.
 - i. The employee may appeal to their supervisor or other designated University official when the University initiates a modification of the employee's flexible work agreement. The appeal process does not extend the forty-five (45) calendar day notice period for implementation of the modification unless the employee and supervisor or designee mutually agree to an extension.
 - ii. When an employee appeals a University-initiated modification to an existing, flexible work agreement, the supervisor and employee shall meet within fifteen (15) calendar days to discuss and evaluate the modification per Section B.3.
 - iii. The University shall respond in writing to the request within thirty (30) calendar days of the employee-supervisor meeting, with a copy to the Union, and shall detail the reasons for the decision per Section B.3.
- b. The University may require a temporary adjustment to flexible work agreements based on operational or emergency needs. Operational needs include but are not limited to on-site projects, on-site retreats or meetings, or other all-hands days. These temporary changes will be made in writing, with at least forty-eight (48) hours notice, or with as much notice as feasible with due consideration that sudden schedule changes can be disruptive and difficult for an employee. Temporary adjustments to flexible work agreements will generally not exceed five (5) days in length.
- c. When the University initiates a change to a policy or program for flexible work arrangements that impacts twenty (20) or more employees, it will notice the Union at least ninety (90) calendar days prior to the effective date of the policy, providing the Union with an opportunity to bargain the effects on terms and conditions as defined under HEERA that go beyond the effects already provided for in this Article (i.e. notice and relocation). The Union agrees to respond to the University's notice with an initial

list of additional effects and times that the parties can meet within fifteen (15) calendar days of the date of the University's notice.

3. Standards

Decisions regarding employee- or University-initiated modifications of flexible work agreements or requests for new flexible work agreements shall:

- a. Not be arbitrary, capricious, or discriminatory, and
- b. Be applied consistently to employees within the same classification with-substantially similar job duties within a department unless there is a project-based justification or documented performance concern.

C. RELOCATION

1. Eligibility – Section C shall apply only to:

- a. Employees who live more than fifty (50) miles from the primary work location and who are asked to work from that primary work location and where the University approved their fully remote work status on an ongoing basis at the time of hire; and
- b. Changes to permanent flexible work agreement executed after the time of hire that allowed for fully remote work further than fifty (50) miles from the primary work location. Permanent flexible work agreements means agreements that:
 - i. Do not expire within a certain period of time; or
 - ii. Do not put the employee on notice that return to office is expected; or
 - iii. Do not indicate that the flexible work arrangement may be revoked by the University at its discretion.

2. Process

- a. If the University initiates a change to an employee's fully remote flexible work agreement that would reasonably require the employee to relocate, the University shall provide at least one hundred twenty (120) days' notice.
 - b. Should the employee separate from the University due to the change in on-site requirements from a fully remote status, the separation will be considered a layoff per the terms of Article 12 – Layoff and Reduction in Time.
 - c. Should the employee agree to relocate within fifty (50) miles of the new home work location, the University may reimburse up to three thousand dollars (\$3,000) of moving expenses subject to the rules set forth in Presidential Policy G-13 to alleviate the financial burden of relocating.
3. This provision does not apply to changes to flexible work arrangement when the changes are based on documented performance concerns or corrective action.

D. JOINT COMMITTEE

A Joint Committee of bargaining unit representatives and University appointees shall be established to review the effectiveness of the procedures identified above and additional guidance required to support implementation of this Article. The Committee shall meet quarterly, upon the Union's request. The parties may meet more frequently than quarterly upon mutual agreement.