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2 **Memorandum of Understanding: Remote and Flexible Work Requests**
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4 Bargaining unit members who wish to request a fully remote or flexible work assignment will do so by
5 notifying their supervisor as soon as possible of their desire to work remotely. In deciding whether to grant
6 this kind of work request or not, supervisors must give due consideration to all remote work requests. If the
7 request is based on any of the criteria listed below, then any denial of that request will, **at the request of the**
8 **bargaining unit member**, be immediately forwarded to the immediate next-level authority, whether Dean,
9 School Head, or other individual within the supervision line, or their designee, for further review.

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11 If an employee does not receive a response from their supervisor within fourteen (14) days, they may
12 forward their request directly to the immediate next-level authority, whether Dean, School Head, or other
13 individual within the supervision line, or their designee, for review.

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15 Criteria ~~requiring~~ **that may be appealed** to the immediate next-level authority, whether Dean, School Head,
16 or other individual within the supervision line, or a designee:

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- 18 ● Health, safety, or medical concerns of the employee
 - 19 ● ~~Health, safety, or medical concerns of immediate family residing within the household~~
 - 20 ● Child or family **health, safety, or** care considerations
 - 21 ● Government-imposed travel restrictions or delays preventing in-person return

22 Bargaining unit members who may qualify for a disability accommodation should make their request via
23 Equal Opportunity and Access.
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25 When a review of a denial for a remote or flexible work arrangement is initiated, the immediate next-level
26 authority, whether Dean, School Head, or other individual, or their designee, will reach out to the employee
27 and their supervisor. They will work with the supervisor and bargaining unit member to identify whether a
28 mutually agreeable work arrangement has been explored for the employee. If no mutually agreeable
29 arrangement can be found and the remote or flexible work arrangement request remains denied, the reasons
30 for the denial will be shared with the bargaining unit member within fourteen (14) days of receiving the
31 denial and, if requested by the bargaining unit member, will be provided in writing. The bargaining unit
32 member may challenge the denial via the grievance process outlined in Article XXII of the Collective
33 Bargaining Agreement, beginning at Step 3.
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35 This Memorandum of Understanding represents the joint agreement between the Parties and will remain in
36 effect through Academic Year 2021-22. Any remote or flexible work arrangements will last for the period
37 agreed to by the employee and supervisor, not to exceed the Academic Year 2021-22.