

## Memorandum of Understanding: Remote and Flexible Work Requests

Bargaining unit members who wish to request a fully remote or flexible work assignment will do so by notifying their supervisor as soon as possible, **but no less than thirty (30) days before the start of the term** of their desire to work remotely. In deciding whether to grant this kind of work request or not, supervisors must give due consideration to all remote work requests, ~~and utilize criteria~~ **the operational needs of the unit, and potential impact to employees providing comparable work** ~~fairly and equally applied to all bargaining unit members~~. If the request is based on any of the criteria listed below, then any denial of that request ~~will~~ **may, at the request of the bargaining unit member,** be ~~immediately~~ forwarded to the immediate next-level authority, whether Dean, School Head, or other individual within the supervision line, or their designee, for further review.

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

~~Criteria requiring~~ **permitting** appeal to the immediate next-level authority, whether Dean, School Head, or other individual within the supervision line, or a designee:

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

Bargaining unit members who may qualify for a disability accommodation should make their request via Equal Opportunity and Access.

When a review of a denial for a remote or flexible work arrangement is initiated, the immediate next-level authority, whether Dean, School Head, or other individual, or their designee, will reach out to the employee and their supervisor within ~~five~~ **fourteen (14)** days of receiving the denial. They will work with the supervisor and bargaining unit member to **identify whether find** a mutually agreeable work arrangement has been explored for the employee. If no mutually agreeable arrangement can be found and the remote or flexible work arrangement request remains denied, the reasons for the denial will be ~~reduced to writing and~~ **shared with the bargaining unit member and, if requested by the bargaining unit member, will be provided in writing**. The bargaining unit member may challenge the denial via the grievance process outlined in Article XXII of the Collective Bargaining Agreement, beginning at Step 3.

This Memorandum of Understanding represents the joint agreement between the Parties and will remain in effect through ~~Academic Year~~ **the Fall 2021-22**. ~~term unless an employee and supervisor mutually agree to a longer agreement during Academic Year 2021-22~~. Any remote or flexible work arrangements ~~created under this agreement~~ will last for the period agreed to by the employee and supervisor, **not to exceed the Academic Year 2021-22**.