

**Union Proposal for Negotiations Between
Professional Staff Union/MTA/NEA, Unit A, Amherst, and Boston
and**

The University of Massachusetts Board of Trustees

November 18, 2024

Wellbeing Proposal 5

Union Written Proposal to be delivered November 18, 2024

Add the following paragraph to the end of Art 18.4 Flexible Work Options

The information in Appendix E will be used to help guide employees and supervisors through the proposal and agreement process for hybrid and remote arrangements. The forms in Appendix E will be used to request or modify flexible work arrangements for hybrid or remote work schedules.

Create a new Appendix in the contract which will include the following items from the UMA website, only altering references to make it apply to both the Amherst and Boston campuses,

[https://www.umass.edu/hr/training-and-support/flex-work-umass/flex-work-guidelines:](https://www.umass.edu/hr/training-and-support/flex-work-umass/flex-work-guidelines) Flex Work Guidelines: Guiding principles and values, Definitions, Eligibility, General parameters, Revocation/Modification, Remote spaces and equipment, and Flex Work Agreement Form

APPENDIX E

Flex Work Guidelines

Hybrid and Remote Work Guiding Principles and Values

- Mission: Our mission at UMass ~~Amherst~~ is to provide an affordable and accessible education of high quality and to conduct programs of research and public service. As these activities are primarily conducted in-person for the benefit of our students, any examination of flexible work must consider the impact on our student population.
- Operational Needs: Decisions regarding flexible work must continue to allow the university to achieve institutional goals and meet school and business needs.

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- Employee Experience: Fostering the holistic wellbeing of our employees through flexible workplace options is an essential factor in the engagement, retention, and satisfaction of our employees.
- Diversity: The University is committed to supporting a diverse and inclusive work community. Consideration of flexible work options should contribute to our ability to attract and retain a talented and diverse workforce
- Equity: While outcomes for various positions will vary depending on departmental need and individual performance, a consistent and transparent process should be developed to ensure equity in decision making.
- Training: Ongoing training and support tied to flexible work arrangements will be essential to ensuring a successful flexible work environment.
- Flexibility and Creativity: The University must be open to creative solutions for our employees that evolve over time to meet the changing needs of a flexible workplace while continuing to provide a collaborative work environment.
- Business Continuity: An infrastructure plan for technology, communications, and physical space will allow for efficient operations, consistency, and safety.

Definitions

Hoteling is the practice in an office of allocating desks to workers when they are required or on a rotating system, rather than giving each worker their own desk.

Hybrid Work Schedule is an arrangement where an employee's work is regularly performed at a location other than their UMass work location for a portion of the week.

Remote Work Schedule is an arrangement where the employee's regular work location is a site other than a UMass work location.

Shared Assigned Space is when two or more people are assigned to the same workspace and are able to share it because their days at their UMass work location do not overlap.

UMass Work Location includes the UMass Amherst Campus, UMass Amherst Mount Ida Campus, **UMass Boston Campus**, UMass satellite locations, or other UMass-affiliated alternative work locations.

Eligibility

Eligibility is primarily determined based on the nature of the position and type of work performed. For positions with current incumbents, supervisors, in consultation with appropriate decision makers within the department, may also assess whether the current employee's work performance demonstrates a high likelihood of success in a remote/hybrid environment.

To determine whether a position is suitable for remote work or the suitability of a particular hybrid schedule, supervisors should consider:

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- The guiding principles and values listed above.
- The operational needs of the department. Is there a business need for the position to be on campus?
- Other similarly-situated positions. Is this type of role using a hybrid or remote work arrangement in other areas of campus? Is there a reason for this position to be treated differently, such as department size, customer base, or operational need?
- The nature of the position's duties. Can the duties be successfully completed at a site other than campus?
- The need for availability for in-person interaction? Is there a reasonable need for in-person interactions that cannot be successfully navigated through electronic means?
- The unit's ability to maintain the quality and effectiveness of their services to members of the university community. Will the remote nature of a position negatively impact service delivery?
- The impact on colleagues within and outside the department. Will the remote nature of a position unfairly impact the duties of others? Can the impact be mitigated?
- The performance and productivity of the employee. Does the incumbent's performance suggest the needs for additional oversight, guidance, or mentoring that would be difficult to achieve in a remote/hybrid environment? Does the employee show they can work independently, as necessary?

In order to achieve the goals of the department and the needs of the university, including ensuring the fair and consistent treatment of employees, supervisors will discuss flexible work arrangements with appropriate decision makers within their executive area, college, or school as designated by their respective VC and/or Dean. When possible, postings for vacant positions should include hybrid or remote work options. Positions hired as fully remote will normally be expected to remain in that status.

Flexible Work Parameters

General Parameters

- Flexible work arrangements will be requested by the employee and formalized in a flexible work agreement outlining the responsibilities of the university and the employee.
- Supervisors will review the flexible work agreement at least once during the first three months of the arrangement to determine if adjustments need to be made or if the agreement can continue as established. If this agreement continues beyond this initial evaluation, the supervisor will review this arrangement on at least an annual basis as part of the annual evaluation process, or more frequently if requested by the supervisor or the employee.

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- The employee must report on-site when directed to do so by their supervisor to attend in-person meetings, in-person training, or for other reasons that the supervisor determines are required based on the operational needs of the Department. Supervisors should provide as much notice as possible for any requirement that the employee report to campus.
- Flexible Work Arrangements do not alter the employee's normal work responsibilities. While working remotely, the employee must continue to comply with all applicable UMass ~~Amherst~~ policies and conduct rules, and is expected to perform normal work responsibilities and duties as would take place under a standard working arrangement.
- The employee is expected to work the regularly scheduled work week and work hours (unless otherwise approved by the employee's supervisor) and to accurately report work hours. Non-exempt employees are required to strictly adhere to required rest and meal breaks, and to accurately report their work hours. Overtime must be pre-approved. Employees are not permitted to work for a different employer during their normally scheduled work hours.
- Employees working remotely are expected to be available during scheduled work hours. Sick, personal, and vacation time should be used when an employee is not available to work their normal schedule unless other schedule arrangements have been made with the supervisor.
- The employee agrees to be fully available and responsive to constituents, including students, coworkers, and supervisors while working remotely via their UMass-issued computer and collaboration tools (Teams, Zoom, etc.). The employee should be actively attending to work duties and responsibilities throughout their scheduled work hours and should be reachable by email, web conferencing, or phone during scheduled work hours. Mobile phones are not a suitable replacement for working with the full technology
- In the event that an employee, who is scheduled to work remotely, is unable to do so due to a technical issue (e.g., temporary loss of home Internet access), or the lack of availability of a suitable remote work location, or some other reason that prevents the employee from effectively teleworking on that day, the employee must consult with their supervisor and may be asked to report to a University site for work.
- Units should consider whether there are particular times of the year (e.g. beginning of the semester) that may impact the ability of a position to be in a remote/hybrid status and articulate those times in the flexible work agreement.
- The employee agrees to maintain a safe, ergonomically appropriate, and secure work environment and to report work-related injuries or incidents to the employee's supervisor in accordance with HR requirements.
- The employee understands that living and/or working outside the Commonwealth of Massachusetts under the Flexible Working Arrangement may have tax implications and the employee is responsible for appropriately addressing those implications. The employee understands it is not the

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responsibility of UMass ~~Amherst~~ to provide tax advice. Employees are generally not permitted to work full-time outside of the United States.

Revocation/Modification

A flexible work arrangement may be modified or revoked with reasonable written notice to the employee and the employee's union, to be no fewer than fifteen (15) business days. Supervisors should articulate the rationale for the change, whether it is for operational or employee performance reasons. In the case of performance deficiencies believed to be caused or increased due to remote work, supervisors are encouraged to review those deficiencies with the employee and allow the employee an opportunity to address those concerns prior to a flexible work arrangement.

Remote Workspaces and Equipment

- The employee is responsible for ensuring that their remote work location is equipped with adequate internet connectivity, including video conferencing, to allow the job to be performed away from their campus workspace.
- The employee is responsible for establishing and maintaining a workspace that provides a work environment free of interruptions and distractions that would impact work performance.
- The computer supplied to employees by the university for their work is to be used for both on-site and remote work locations. The University will not provide additional equipment, including furniture, supplementary computer hardware, phones, etc. for a remote work location. When the employee uses personal equipment, software, data, supplies, and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The University assumes no responsibility for any damage to, wear of, or loss of the employee's personal property.
- The employee agrees to comply with all UMass Amherst **or UMass Boston** required Information Technology security guidelines and protect all University records and data against unauthorized disclosure, access, destruction, etc.
- The employee shall comply with all licensing agreements for the installation and use of University owned software, including software installation on multiple computers. The employee shall not copy University owned software in any manner unless such copying is expressly permitted by the licensing agreement. Depending on the circumstances, the employee may be responsible for any damage to or loss of University property.
- The employee understands that all equipment, records and materials provided by UMass Amherst **or UMass Boston** shall remain the property of UMass Amherst **or UMass Boston** and will return these items upon request and/or termination of the flexible work agreement approval.
- In case of injury, theft of University equipment, loss, or other liability, the University may request to investigate and/or inspect the remote space worksite.

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As part of this request, the University will provide reasonable notice of inspection and/or investigation.

- Travel reimbursement shall comply with applicable contract language and federal and state travel rules and guidelines.
- The employee will not meet in person with students, colleagues, community members or customers in their home location in an official work capacity.
- Those working remotely three or more days per week are not guaranteed a dedicated individual office or workstation on campus. Individuals not given a dedicated office or workspace shall have access to a shared departmental workspace that has (1) an equipment set-up appropriate to the nature of the position (e.g. desk, chair, docking station, phone, internet connectivity, printer access, etc.); (2) a space with reasonable access to privacy; and (3) a space that is lockable to store valuables during the workday.

A form for requesting flexible work options will be made available to employees and shall contain only the following:

- 1. Employee Information (Employee Name, Job Title, Department, Employee ID Number, Bargaining Unit [e.g. Professional, Classified, Non-Unit], Supervisor's Name)**
- 2. Work Schedule (% of time on-site, % of time off-site, example schedule [days of week, start & end times], City & State of off-site location)**
- 3. Work Responsibility Details (A plan for accomplishing job duties remotely, maintaining regular communications with internal and/or external groups, and meeting the needs of the department that identifies any equipment or services needed offsite, as well as any effects on on-site services, e.g. mail, guest services, walk-ins, etc.).**
- 4. Duration and Review (Start date, Review/End date)**
- 5. Signatures of the requesting employee, their direct supervisor, and the responsible Vice Chancellor/Dean or their designee.**

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