

Memorandum of Agreement
Voluntary Remote Work (Hybrid or Fully Remote)
June 30, 2022

Effective July 1, 2022, or an alternate date if mutually agreed to, this Agreement will apply for a one (1) year trial period and may be modified based upon experience during the trial period and/or may be renewed for successive one-year periods upon the agreement of the Policy Board.

Introduction

1. Voluntary hybrid remote work by a Staff Member is an assignment where a Staff Member regularly performs their duties both from home (or at another approved off-campus location) and on-campus consistent with a pre-arranged schedule approved by management as set forth below. Voluntary full remote work by a Staff Member is an assignment where a Staff Member regularly performs their duties from home (or at another approved off-campus location) as set forth below.
2. Staff Members with a voluntary remote work assignment will have an official on-campus duty location, typically in New Haven or West Campus, where they will be required to report on their on-campus workdays.
3. The University President and/or the Provost and/or the Senior Vice President of Operations will establish a minimum threshold number of on-campus days (Minimum On-Campus Days) for staff working voluntary hybrid schedules. The current threshold is a minimum of two (2) or three (3) on-campus days per week. This threshold may be subject to change in the future at the discretion of the University President and/or the Provost and/or the Senior Vice President of Operations.
4. Vice-President or Dean level-leaders (Leadership), or their designees, will determine which positions within their respective areas, if any, are eligible for voluntary remote work. Such determinations will be unique to the position, not the person. In making these determinations, Leadership will consider operational needs and whether the work can be performed effectively and efficiently from a remote location on a hybrid (year-round or seasonal), or full-time basis within the constructs set forth below.
5. Leadership may deem positions within their respective areas voluntarily eligible for either (1) year-round hybrid remote, (2) year-round full (“largely”) remote, and/or (3) seasonal hybrid remote work schedules. In determining whether positions are eligible, Leadership will consider operational needs and whether the work can be performed effectively and efficiently from a remote location on a hybrid (year-round or seasonal), or full-time basis within the constructs set forth below. Staff members deemed eligible for year-round hybrid remote schedules will be allowed, on a voluntary basis, to work a set number of remote and at least the Minimum On-Campus Days per week, as defined in sections 6 and 7, below, for the duration of the one-year pilot and any-extensions to it. Staff members deemed eligible for year-round full remote schedules will be allowed, on a voluntary basis, to work a fully remote work schedule for the

duration of the one-year pilot and any-extensions to it, as defined in section 8, below. Staff members deemed eligible for seasonal hybrid remote schedules may be required to work on-campus every work day but no fewer than the Minimum On-Campus Days during the academic year as defined in sections 9 and 10, below; such staff members also may be allowed, on a voluntary basis, to work a different hybrid schedule or a largely remote work schedule during the summer for the duration of the one-year pilot and any-extensions to it. Leadership, in its sole discretion, will determine which work schedules will be offered in their respective units, and for which weeks of the year.

Year-Round Hybrid Remote Work

6. For positions deemed eligible for year-round hybrid remote work, Leadership's determination will include the minimum number of on-campus days per week applicable to each position, with that number being no fewer than the University's Minimum On-Campus days per week set forth in paragraph 3 above. Leadership also may identify days of the week which are not available for remote work for identified positions based on operational needs.
7. Staff members who serve in positions identified by Leadership as eligible for year-round hybrid remote work will be given the option to participate or not, at their discretion. In such cases, staff members may choose between full-time on-campus work, or the hybrid schedule identified by Leadership for their respective positions. Staff members will be allowed to opt-in or opt-out of hybrid remote work (i.e., work full-time on campus) on a quarterly basis during the one-year voluntary remote work pilot and/or any one-year extensions to it.

Year-Round Full Remote Work

8. Staff members who serve in positions identified by Leadership as eligible for voluntary year-round full remote work will be given the option to participate or not, at their discretion. In such cases, staff members may choose between full-time on-campus work, full-time remote work, or a hybrid remote work schedule if approved by Leadership. Staff members will be allowed to opt-in or opt-out of voluntary full-time remote work (i.e., work full-time on campus or in an alternative approved hybrid schedule) on a quarterly basis during the one-year voluntary remote work pilot and/or any one-year extensions approved by the Policy Board.

Seasonal Hybrid Remote Work

9. For positions deemed eligible for seasonal hybrid remote work, Leadership's determination will include the minimum number of on-campus days per week applicable to each position during the academic year. Seasonal hybrid remote work during the academic year may require staff members to work on-campus at their official on-campus duty location every work day, but no fewer than the Minimum On-Campus Days per week as set forth in paragraph 3 above. Leadership's determination also may include a minimum number of on-campus days per week, if any, during the summer. Leadership may identify days of the week during the academic year and/or the summer which are not available for remote work for identified positions based on operational needs.
10. Staff members who serve in positions identified by Leadership as eligible for seasonal hybrid remote work will be given the option to participate or not, at their discretion. In such cases, staff

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members may choose between full-time on-campus work year-round, or the seasonal hybrid schedule identified by Leadership for their respective positions. Staff members will be allowed to opt-in or opt-out of seasonal hybrid remote work (i.e., work full-time on campus) on a quarterly basis during the one-year voluntary remote work pilot and/or any one-year extensions approved by the Policy Board.

General Provisions

11. Notwithstanding the above, staff members may be required to work on-campus full-time for the first ninety (90) days following their initial hire, a promotion, and/or a transfer into a new position regardless of whether the Staff Member had previously worked a full-time or hybrid remote work schedule.
12. Consistent with the parameters established by Leadership (including the days for which hybrid remote work is not available), staff members who choose to work a hybrid remote work schedule may request the days of the week that they will work on-campus. Accommodating such requests will be subject to non-arbitrary, non-capricious operational needs as determined by management. If, based on such operational needs, management determines that it cannot accommodate any or all requests for remote work on a particular workday, then such days will be assigned based on the seniority of Staff Members who serve in the same position and work unit.
13. If a Staff Member changes positions or functions for any reason, the appropriateness of a voluntary remote work schedule will be based on the Staff Member's new position and Leadership determinations made in the new unit, as set forth above.
14. Staff Members who are or were in remote work arrangements in their homes or other personal locations at any time from March 16, 2020, up to the effective date of the one-year trial shall be considered to have been in, or to be continuing in, assignments by the University to remote work with the permission of the Staff Member and the Union.
15. For the duration of the voluntary remote work pilots, or any extensions, thereto, postings for positions will identify whether they are eligible for year-round hybrid, year-round full-time, or seasonal hybrid remote work upon completion of the staff member's probationary period or after an initial on-campus training period.
16. During the term of a voluntary remote pilot and/or any extension to it, Leadership may modify, initiate, or discontinue a voluntary remote work assignment for a position(s) in their respective areas based on operational needs. Such decisions will not be made in an arbitrary or capricious manner. Unless mutual agreement is reached to begin sooner, the University will provide at least fourteen (14) days' notice to Staff Members when a voluntary remote work assignment is modified, initiated, or discontinued.
17. Staff Members assigned to work three or more remote days per week year-round in voluntary hybrid or full remote work schedules may be required to share on-campus office space and/or a desk. Such staff members will not be required to share a desk while on-campus on the same day.

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18. Managers may need Staff Members working remotely on a voluntary basis to report periodically for work on-campus, including on their regularly scheduled remote workdays. Such situations include staff meetings, town hall meetings, collaborative projects, or other work needs. In such cases, except in cases of emergency or other unforeseen circumstances, managers must provide (1) Staff members who are assigned to voluntary year-round hybrid or seasonal hybrid remote work with at least forty-eight (48) hours' notice, and (2) Staff Members who are assigned to voluntary year round full-time remote work with at least seventy-two (72) hours' notice of the need for the Staff Member to report for on-campus work, unless the manager and Staff Member agree to a lesser period of notice.
19. In the event of a University-wide or departmental/work unit emergency closing, staff members who work a voluntary remote schedule will be required to work from home unless otherwise required by their manager to report to campus consistent with Article XL of the parties' collective bargaining agreement or unless the conditions that cause the closing also affect their ability to work from home. In all cases, the provisions of Article XL and paragraph 24 of this agreement shall apply.
20. Staff Members working in a voluntary remote position under this Agreement are personally responsible for maintaining a designated remote workspace in a safe, healthy, professional, and secure manner with sufficient internet access, as defined by the University (currently, 100 MBS minimum), to effectively perform the work.
21. Staff members who participate in the voluntary remote work program will be provided the appropriate equipment to enable work in two locations. This equipment package may eventually include a "one office" equipment set-up [this standard package currently is envisioned to be a computer, two monitors, keyboard and mouse or something similar]. The staff member's assigned equipment, or "one office" equipment set-up if implemented, is intended to be used by the Staff Member for both on-campus and remote work. Staff Members working a voluntary remote schedule are responsible for the physical security of University-supplied equipment and may be held liable for loss or damage that is caused by the Staff Member's negligence or misconduct. Staff Members must return all University-supplied equipment upon the conclusion of a remote work assignment. The University will be responsible for the repair and upgrade of any University owned equipment due to normal wear and tear.
22. The University will provide Staff Members with the office supplies (paper, pens, pads, etc.) that are necessary for the Staff Member to perform their work remotely. Such supplies will be provided to staff members on-campus. Alternatively, the University will reimburse Staff Members for the cost of authorized purchases of office supplies.
23. If, after addressing a performance concern in the same manner as when on-campus, a manager requires a Staff Member to return to campus full-time to correct the performance issue, consistent with paragraph eighteen (18) above, the manager may pause a voluntary remote work assignment for a period of up to ten (10) working days to address the same. In the event of a pause, the Staff Member must report to their on-campus work location each workday while the pause is in effect. At the beginning of the pause, the manager must promptly meet with the Staff Member, and a union representative if the Staff Member so desires, to share information about the performance concerns and, as appropriate, develop a plan of action for addressing the same. The pause is

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intended as a non-disciplinary coaching tool to remediate ongoing performance concerns. Upon completion of the pause, the Staff Member may be returned to their voluntary remote work assignment.

24. If a Staff Member who works a voluntary remote schedule loses electrical power, internet access, and/or is experiencing other temporary technical issues with University-issued equipment or University-based systems that prevent the Staff Member from working from their remote location and are beyond the Staff Member's control (e.g., regional storm, household outage, or computer malfunction) then, until the disruption is resolved, the Staff Member may (1) be directed by their manager to report to their on-campus work location; or (2) elect to use PTO with the manager's authorization. Staff members who are assigned to voluntary year-round hybrid or voluntary seasonal hybrid remote work will be required to adhere to their manager's directive by the start of the next business day. Staff Members who are assigned to voluntary year-round full-time remote work will have up to twenty-four (24) hours without loss of pay from the onset of the disruption before they are required to adhere to their manager's directive. If the reason that prevents the Staff Member from working from their remote location is University-issued equipment or University-based systems malfunction, or other problem with University-based operations, or if the Staff Member's on-campus work location is unavailable to return to during a remote work disruption, the Staff Member shall not suffer any loss of pay while the problem is being resolved and/or if the manager does not activate the requirement to report to campus.
25. Staff Members are expected to maintain their availability during their scheduled working hours, to maintain appropriate levels of production, and to maintain the quality of their work while working remotely.
26. Voluntary remote work is to be performed during the Staff Member's regular workday or other workday schedule by agreement with the manager in accordance with Article VII, Scheduling of Hours of Work, of the collective bargaining agreement. Hours of work for each remote workday or other changes to a remote work schedule may be modified in accordance with Article VII of the collective bargaining agreement. In the event that remote work is discontinued, Staff Members will revert to pre-remote work schedules or other schedules consistent with contractual notice requirements.
27. Paid time off will not alter the schedule of on-campus/remote work days except in accordance with Article VII or unless otherwise agreed to by the Staff Member and Supervisor.
28. Staff Members who work a voluntary remote work schedule are expected to work a full workday. Staff members working a remote work schedule will be expected to make arrangements for care of children and/or family members so that University business can be completed in a timely and efficient manner while working remotely.
29. Staff Members participating in remote meetings may be expected to be present visibly at the request of management.
30. The University agrees that remote work-related technology may not be used to establish employee timeclocks.

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31. Remote work-related technology may not be used to invade the privacy of Staff Members' remote work locations and, except as otherwise provided, to conduct audio or video recording of Staff Members or their households in their private spaces. Nothing will prevent the University from continuing its practice of monitoring a Staff Member's telephone and other communications as part of a quality control program or prevent daily team huddles, video meetings, or other communications. The University shall, upon request by Staff Members or the Union, disclose and explain to Staff Members and the Union any technology planned or used to evaluate Staff Members' performance during remote work.
32. The University shall not discipline an employee because of occasional distractions or disruptions which are common in in-home environments, such as family members making noise in the background, interruptions by children, unkempt backgrounds and the like, provided that the University may require employees to minimize these effects by the use of University-provided audio headsets with noise-dampening capabilities and visual backgrounds and filters or other devices.
33. Workers Compensation insurance will apply to all Staff Members while working remotely. Staff Members who are injured while working remotely will follow existing practices for reporting injuries.
34. The University will provide accommodations in accordance with applicable law for Staff Members who opt to work voluntary remote schedules pursuant to this Agreement.
35. Staff Members who work voluntary remote schedules are expected to adhere to all applicable University policies and procedures while working remotely as if they were working on campus (e.g., the University's policy on fraud or appropriate use of IT equipment would apply equally on-campus or off-campus; the University's current no smoking policy is not applicable at remote work locations because it only applies to campus locations).
36. The method of reporting Health and Safety incidents will be developed by the parties in the first pilot year and will be consistent with process developed in connection with the full-time remote work pilot program.
37. Except as defined in this Side Letter, the terms of this Agreement do not modify the respective rights of the parties as established by the parties' collective bargaining agreement.
38. Neither the University nor the Union shall apply the provisions of this Side Letter Agreement in an arbitrary, capricious, or discriminatory manner.
39. Staff Members who work voluntary remote schedules pursuant to this Agreement will be a part of the Local 34 bargaining unit and will be covered by the terms of the parties' collective bargaining agreement.
40. The physical location for a remote work assignment under this Agreement will be limited to the State of Connecticut. However, requests for exceptions may be considered on a case-by-case basis by the Director of Labor Relations.

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For the University:

For the Union:

JACK F. CALLAHAN 7/14/2022

Jack Callahan Date
Senior Vice President for Operations

Ann DeLauro 7/6/22

Ann DeLauro Date
Vice President, Central Area, Local 34

Stephanie Spangler

Stephanie Spangler Date
Vice Provost for Health Affairs &
Academic Integrity

Lisa Stevens

Lisa Stevens Date
Vice President, Medical Area, Local 34

John Whelan 7/12/2022

John Whelan Date
Vice President for Human Resources

Ken Suzuki 7/15/22

Ken Suzuki Date
Secretary Treasurer, Local 34