

## University Counterproposal

September 25, 2025

### Flexible Work Arrangements

- I. **Scope.** Eligible full- and part-time bargaining unit employees may adjust their normal schedule, work location, or both, by having a department and/or Responsibility Center (RC) approved alternate work schedule and/or alternate work location. At the discretion of the Employer, provisional employees may or may not be eligible for Flexible Work Arrangements.
- II. **Initial Requests.** A supervisor may assign a specific Flexible Work Arrangement to a bargaining unit employee based upon the nature of the work performed and departmental and/or University needs. Bargaining unit employees may submit a request in writing to their supervisor for a Flexible Work Arrangement. In either case, the department will approve the Flexible Work Arrangement, only if it is determined that the employee and the employee's position are suitable for a Flexible Work Arrangement. The Employer will approve or deny a bargaining unit employee's request for a Flexible Work Arrangement, in writing, within 30 calendar days of the request. The Employer will provide the employee with at least 30 calendar days' notice of an employer-initiated Flexible Work Arrangement, unless it is not practicable to do so, in which case the Employer will notify the employee as soon as possible.
- III. **Changes.** Bargaining unit employee requests for changes to an existing Flexible Work Agreement will be handled in the same manner as the initial requests described in this Article. The Employer will provide the employee with at least 30 calendar days' notice of an employer-initiated changes to a Flexible Work Arrangement, unless it is not practicable to do so, in which case the Employer will notify the employee as soon as possible. The Employer will provide the Union with advance notice of material school- or departmental RC-wide changes that affect bargaining unit employees.
- IV. **Suitability.** Not all positions are suitable for flexible work arrangements. Suitability for a flexible work arrangement is based upon the operational and service delivery needs of the department, the individual employee, and the employee's position. In all instances, consideration and approval of Flexible Work Arrangement must reflect a focus on mission, service requirements, impact on the communities within which we operate, and a shared responsibility to provide an engaging, vibrant, and connected University experience.

Decisions regarding suitability for Flexible Work Arrangements including, but not limited to, types of remote work arrangements and forms of flexible work schedules shall rest with the University and shall be final.

The University of Pittsburgh reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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## V. Definitions

- A. **Ad Hoc:** A temporary work arrangement where bargaining unit employees are permitted or directed by a supervisor to work at an alternate site or flexible schedule.
- B. **Alternate Work Location:** A location other than the official University place of business from which an employee works. Such alternate work locations must be in the Commonwealth of Pennsylvania unless given prior approval by the Office of Human Resources (OHR) and be within a reasonable commuting distance of 120 miles or less from the University campus to the alternate work location.
- C. **Flex Workday:** A work schedule whereby an employee works a standard workweek but with start and end times that differ from their regularly scheduled workday. This may include a split schedule where an employee works a full workday in two or more periods (e.g., 9 AM-12 PM and 3 PM-7:30 PM)
- D. **Responsibility Center (RC) Head:** The person with the ultimate approval authority in the unit, or designee.
- E. **Emergency:** A crisis or other emergency, including certain inclement weather events, that significantly disrupts a facility or facilities, or the physical operation of a department as determined by the University.
- F. **Flexible Work Arrangement:** Non-standard work arrangements that include but are not limited to Ad Hoc, Flex Workday, Fully Remote, and Hybrid.
- G. **Fully Remote:** A work arrangement whereby an employee performs job responsibilities at an Alternate Work Location for all scheduled workdays in a workweek. Such alternate work locations must be in the Commonwealth of Pennsylvania unless given prior approval by the OHR and be within a reasonable commuting distance of 120 miles or less from the University campus to the alternate work location. In this work arrangement an employee may be scheduled to work remotely regularly but also required, at times, to attend meetings or work from an on-campus work site as directed by a supervisor or as operationally necessary. The Employer shall provide advance notice of any such requirement to report to the campus. Fully remote work arrangements may only be for a period not to exceed one year with a required annual review and renewal, subject to Employer approval.
- H. **Hybrid:** A work arrangement where an employee is both regularly scheduled to work at an assigned work location for a minimum number of days during a workweek and at an alternate work location for the remaining scheduled workdays in a workweek. Such alternate work locations must be in the Commonwealth of Pennsylvania unless given prior approval by the OHR and be within a reasonable commuting distance of 120 miles or less from the University campus to the alternate work location.

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## VI. Hybrid and Remote Work. Types of Remote Work Arrangements:

- A. **Ad Hoc.** A work arrangement where bargaining unit employees are permitted or directed by a supervisor to work at an off-campus site, if job duties and technology resources permit such an arrangement, during circumstances such as, but not limited to, special projects or business travel. These arrangements are temporary and require prior approval in writing by the direct supervisor or designee and have no expectation of continuance. Ad Hoc work arrangements are not required to comply with the procedures in Paragraphs II and III.
- B. **Hybrid. 1-4 Remote Workdays.** The RC Head, or designee, may approve a work arrangement where an employee is both regularly scheduled to work at an assigned work location for a minimum of one (1) day during a workweek and regularly scheduled to work at an alternate work location for a maximum of four (4) days during a workweek. Bargaining unit employees must live in the Commonwealth of Pennsylvania unless given prior approval by the OHR and within a reasonable commuting distance of 120 miles or less from the University campus to the alternate work location.
- C. **Seasonal.** This flexible work arrangement may be modified in accordance with the seasonal business needs of the department for a defined and brief period.
- D. **Emergency.** Remote work that is precipitated by a crisis or other emergency, that significantly disrupts a facility or facilities, or the physical operation of a department as determined by the University. When needed to achieve business continuity and to maintain critical functions, operations, and services, remote work arrangements may be established during an emergency as defined in Section V above until normal operations can be restored at the Assigned Work Location or until a different Assigned Work Location is designated by the University. Emergency work arrangements are not required to comply with the procedures in Paragraphs II and III. These arrangements require prior approval by the direct supervisor.
- E. **Fully Remote.** Unless OHR approves an out of state alternate work location, these bargaining unit employees perform job responsibilities at an alternate work location in the Commonwealth of Pennsylvania within a reasonable commuting distance of 120 miles or less from the University campus to the alternate work location. In this work arrangement an employee may be scheduled to work remotely regularly but also required, at times, to attend meetings or work from an on-campus work site as directed by a supervisor or as operationally necessary.

## VII. Effect on Employee's other Terms and Conditions of Employment

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- A. Deficient Performance.** At the discretion of the Employer, bargaining unit employees who are currently on a performance improvement plan (PIP) and/or rated as unsatisfactory in their overall performance rating may be ineligible for a Flexible Work Arrangement. Flexible Work Agreements are revocable and can be discontinued at any time when it is in the judgment of the department or the University that it is in the best interest of the University to do so. Departments will give a minimum of 30 calendar days' notice of discontinuance, or whenever practicable. Flexible work does not change an employee's terms and conditions of employment, including required compliance with or the application of University policies.
- B. Alternate Work Location.** The alternate location from which an employee works remotely should be a predetermined site, such as a home office, and should have a fixed work area that will provide the employee with adequate access to the tools necessary for remote work, such as a telephone, computer, internet connection, etc. The alternate work location must be within an environment that is free of disruptions and provides the appropriate level of privacy when discussing confidential or sensitive matters.
- C. International Remote Work.** Before an employment offer is made or a Flexible Work Agreement with such a location can be submitted, it must first be approved by HR after being thoroughly vetted in conjunction with supporting units such as Global Operations Support, Research Security & Trade Compliance, Office of Sponsored Programs, Payroll, Benefits, Tax Office, Pitt IT, Office of University Counsel and any other pertinent units; to avoid risks such as violating laws, regulations and policies of the host country, US federal government and University policies and procedures.

Requesting units/individuals should contact Global Operations Support within the University Center for International Studies (UCIS) at least 60 days in advance of the intended relocation or employment hire offer, as international remote work may require a longer, more thorough approval process and review to ensure compliance, mitigate risks and make the appropriate arrangements.

- D. Equipment, Costs, and Expenses.** The Employer will provide computer equipment and any other equipment (including software services) that it deems necessary for bargaining unit employees to perform work at an alternate work location while on a departmentally approved Flexible Work Agreement.
- E. Accountability and Availability.** In general, remote work should not change the regular days and hours that an employee is expected to be working. All bargaining unit employees working remotely are required to have an approved Flexible Work Agreement detailing workdays, hours, and location, and must receive departmental and/or RC approval prior to commencing their flexible work schedules. Such arrangements must be revisited and approved on a yearly basis. An employee with an approved remote work arrangement shall be available for communication and contact during the scheduled

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workday, regardless of work location. Generally, the Employer will not use such equipment for time and attendance, unless a supervisor has a reasonable suspicion concerning a bargaining unit employee's availability during a workday. If it is found that an employee is not performing work during the remote work hours or is not at their designated Alternate Work Location during remote work hours, their Flexible Work Agreement can be revoked. Flexible Work Arrangements shall not be used for dependent care, including but not limited to child and elder care, during their working hours. An employee with an approved Flexible Work Arrangement shall report to the regularly assigned work location on non-remote workdays, if applicable. In addition, supervisors may require that on a regular remote workday an employee must report to the regularly assigned work location or elsewhere as needed for work related meetings or other events. In that event, the supervisor should give the employee as much notice as is practicable. Bargaining unit employees with approved remote work arrangements must adhere to the established standards and protocol relating to information protection, security, and technology. Failure to adhere to the standards and protocol may result in revocation of the Flexible Work Agreement and appropriate disciplinary action, up to and including termination.

#### **VIII. Discontinuation**

A Flexible Work Agreement may be discontinued by either the employee or the department upon written notice via email or some other method. Departments and/or employees should give a minimum of thirty (30) calendar days' notice of discontinuance unless extenuating circumstances make such notice impracticable.

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