



# Flexible Work Arrangement Agreement Form

Effective Date: \_\_\_\_\_ Review of Agreement Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Department Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department Address: \_\_\_\_\_

- Non-exempt Academic Staff     Non-exempt Administrative Staff  
 Exempt Academic Staff         Exempt Administrative Staff

### Labor Group (if applicable)

- BTC    CWA    CPU    IUOE    UAW    SPFPA    IUOE    UAW

### Arrangement:

- Flex/Alternative Work Schedule (if for Wellness related purposes, complete this page and Appendix C only)  
 Paid release time for Wellness activities (if for Wellness related purposes, complete this page and Appendix C only)  
 Compressed Work Week  
 Flexplace/Telecommute (complete Appendix A)  
 Job Share (complete Appendix B)

### Instructions

1. Details of arrangement may be attached to this document.
2. The employee and the supervisor should each retain a copy of this agreement and details attached.
3. The supervisor must file this agreement with the employee's Human Resources Representative.
4. The supervisor must schedule an agreement review with employee to evaluate effectiveness of agreement and make modifications where necessary.

	Work Hours	Flex Hours	Paid Release Hours	Flexplace (check)	Job Share (note name)
<b>Sunday</b>				<input type="checkbox"/>	
<b>Monday</b>				<input type="checkbox"/>	
<b>Tuesday</b>				<input type="checkbox"/>	
<b>Wednesday</b>				<input type="checkbox"/>	
<b>Thursday</b>				<input type="checkbox"/>	
<b>Friday</b>				<input type="checkbox"/>	
<b>Saturday</b>				<input type="checkbox"/>	

I have read and understand the above/attached arrangement. I understand that my failure to adhere to the expectations set by my supervisor may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a flexible work arrangement.

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Supervisor Name (printed)

\_\_\_\_\_  
Employee Name (signed)

\_\_\_\_\_  
Supervisor Name (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A. Flexplace Agreement Appendix

Location of flexplace arrangement (address): \_\_\_\_\_

This location is:  employee's residence       off-site location established by Cornell University

**Terms of Agreement:** The duties, responsibilities, and conditions of employment remain unchanged. The staff member must comply with all university policies and procedures while working off-site. Salary and benefits remain unchanged and Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by New York State Workers Compensation law. The staff member must report any such work-related injuries to his or her supervisor immediately. Cornell is not responsible for injuries or property damage unrelated to such work activities that might occur in the flexplace setting.

Overtime compensation (for non-exempt staff) and vacation and sick leave will continue to be based on hours paid during the flexplace arrangement as per existing procedural language. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by the staff's supervisor. According to the terms of this Agreement, the off-site work schedule is detailed below (specify details of schedule. For non-exempt staff, this specification must be in accordance with FLSA guidelines and should include meal breaks). If the staff member needs to change his or her schedule, he or she agrees to obtain advance written approval from the supervisor.

The staff member's use of equipment, software, furniture, and all other resources provided by Cornell is limited to the purposes of flexplace and is not intended for the staff's personal use. The decision to remove or discontinue use of the resources listed above shall rest entirely with Cornell. In the event that the staff member ceases employment with Cornell, or the flexplace arrangement is discontinued for any reason, the staff member must agree to return all Cornell property within 48 hours.

If applicable, the department/unit will provide or arrange for maintenance of the equipment provided to the staff member through flexplace, and will provide for insurance coverage as per the university's all-risk policy. However, the staff member is responsible for the cost of any repairs caused by the misuse or abuse of the equipment, or by the staff's own negligence. Cornell reserves the right to exchange or retrieve university-owned property with reasonable advance notice.

Cornell will not reimburse the staff member for the cost of off-site related expenses such as heat, water, electricity, and any insurance coverage not provided by the university. Personal tax implications related to the off-site work space shall be the staff's responsibility.

The staff member has responsibility for maintaining the security and confidentiality of university files, data and other information that are in the off-site work place.

Flexplace is not to be regarded as a substitute for ongoing child-care or elder-care. If applicable, the staff member will attach a general description of care-giving arrangements that will be in effect during the flexplace work hours. If the staff member needs to modify these arrangements, he/she will inform the supervisor and obtain the necessary approvals to continue the flexplace arrangement.

The staff member is expected to make regular visits to the on-site workplace to review work and progress with supervisors, and to meet with co-workers and customers on the following basis:



Cornell will provide the following equipment, software, communications resources, furniture, and/or other supplies in support of the arrangement (provide as much detail as possible, including serial or registration numbers, if applicable):

Hardware (e.g., computers, printers, modems, fax machines, etc.):

Software (name and release of each program):

Communications Resources (e.g., phone line, EZ-Remote Service, etc.):

Furniture (e.g. desk, chair, filing cabinet, etc.):

Other (supplies, moving expenses, etc.):

The flexplace arrangement will begin on (specific start date) and is scheduled to end on (specific end date) the following dates:

Begin Date: \_\_\_\_\_ Scheduled End Date: \_\_\_\_\_

I have read and understand the above expectations relating to the flexplace arrangement. I understand that my failure to adhere to the expectations may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a flexplace arrangement.

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Supervisor Name (printed)

\_\_\_\_\_  
Employee Name (signed)

\_\_\_\_\_  
Supervisor Name (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Appendix B. Job Share Agreement Appendix

In order for management representatives and staff involved in a job share arrangement to be clear about the expectations of such an arrangement, the following checklist should be reviewed and its responses communicated to ensure a mutual understanding of the terms of the job share. All participants involved in a job share arrangement, or researching the possibility of such, should read University Policy 6.7, "Flexibility In the Workplace." In addition, a complete position description, clearly defining the division of the duties between the job share participants, should be attached to this form.

Job share arrangement will begin: \_\_\_\_\_

What will be the specific schedule and time commitment for each staff member?

Individual 1: \_\_\_\_\_

Individual 2: \_\_\_\_\_

How flexible is the above schedule and are there are any conditions attached to such flexibility? (e.g., are the staff members allowed to "trade schedules" with each other? Does the supervisor require advance notice of any schedule modification?)

Should either staff member need to take paid or unpaid time away from work (e.g., sick leave, vacation, leave of absence, etc.), what coverage arrangements will be required of the other staff member, if any? If the other staff member will be expected to cover during absences, will minimum advance notice to the staff member who is filling in be expected? How long will such coverage be expected to last, and are there any other terms of such coverage?

Should either staff member leave the job share arrangement indefinitely (e.g., resign), what coverage arrangements will be required of the remaining staff member, if any? If there are coverage expectations, what minimum advance notice is expected to be provided to the staff member who is covering? How long will such coverage be expected to last, and are there any other terms of such coverage?(640 words or less)



Will there be any particular methods of communication between the job share staff members that will be used to allow for the smooth functioning and coordination of the position?

How often will the job share arrangement be reviewed to assess whether it is meeting the needs of the department and the staff members?

Are there any other details of this job share arrangement?

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Supervisor Name (printed)

\_\_\_\_\_  
Employee Name (signed)

\_\_\_\_\_  
Supervisor Name (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix C. Flex Time/Release Time Form for Staff Wellness and Fitness Activities

Staff requesting flex or release time are expected to work with the supervisor to ensure business needs are met and the impact to the department is minimized. Flex or release time provided for wellness activities does not reduce the overall workload or duties of the staff member. Supervisors should consider employees' requests for flex time or release time to participate in wellness-related activities. Typically, to participate in wellness activities, employees need approximately 90 minutes of flex time or release time per week.

Units are encouraged to develop their own guidelines to encourage participation while still meeting business needs. Granting flex or release time is up to the discretion of the supervisor. Supervisors are encouraged to:

- Carefully consider employees' requests.
- Be as flexible and creative as possible.
- Consider current and anticipated business needs of the organization.
- Take into account other personal/professional development goals for the employee.
- Review the plan after a determined amount of time - at least annually.

Employees need to have good attendance and their overall job performance must be consistently performing at a level of "Fully Meets Expectations" or better in order to take advantage of flex or release time for Wellness.

Supervisors may revoke release time at any time. If release time is needed for part-time employees, it will typically be pro-rated. Use of flex or release time should not result in overtime for non-exempt staff.

Record keeping: Release time should be recorded as paid leave in the appropriate reporting system such as Colts or Kronos. Release time does not cover instances of illness or leave that are otherwise covered by University policy. Supervisors with questions about the use of this benefit should contact their local human resource representative.

## Wellness time will be covered by (please check one):

- Flexible Work Arrangement
- Paid Release Time (Approved number of hours: \_\_\_\_\_ )

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Supervisor Name (printed)

\_\_\_\_\_  
Employee Name (signed)

\_\_\_\_\_  
Supervisor Name (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date