



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 (check all that apply):

- Change to standard start/end time
- Compressed work schedule (e.g. four 10hr. days per week)
- Remote Work (complete pages 2-3)
- Job Share (complete page 4)

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 the employee to evaluate effectiveness of agreement and make modifications where necessary.

	Standard Work Hours	New Hours	Work Remotely	Job share with (name):
Sunday			<input type="checkbox"/>	
Monday			<input type="checkbox"/>	
Tuesday			<input type="checkbox"/>	
Wednesday			<input type="checkbox"/>	
Thursday			<input type="checkbox"/>	
Friday			<input type="checkbox"/>	
Saturday			<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. If this agreement is being made or modified as part of a formal ADA accommodation, the employee and the supervisor will consult with Medical Leaves Administration in the creation or any modifications of this form.

Employee Name (printed)

Supervisor Name (printed)

Employee Name (signed)

Supervisor Name (signed)

Date

Date

Appendix A. Remote Work

Location of remote work 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 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 remote work setting.

Overtime compensation (for non-exempt staff) and vacation and health and personal leave will continue to be based on hours paid during the remote work 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 in this agreement. 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, and all other resources provided by Cornell is limited to the purposes of remote work and is not intended for the staff's personal use. In accordance with University Policy 3.24, Mobile Communications Devices, the university does not provide home internet service or phone service (unless approval from the Dean or Vice President is provided for cell phones). The decision to remove or discontinue use of the resources listed in this agreement shall rest entirely with Cornell. In the event that the staff member ceases employment with Cornell, or the remote work 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 remote work, and may 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. For guidelines on remote work conducted outside of New York State, see:

https://www.hr.cornell.edu/life/support/outside_nys.pdf

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. See:

http://www.it.cornell.edu/services/guides/data_discovery/confidential_data.cfm

Remote work is not to be regarded as a substitute for ongoing child care or adult care. If applicable, the staff member will attach a general description of caregiving arrangements that will be in effect during the remote work work hours. If the staff member needs to modify these arrangements, they will inform the supervisor and obtain the necessary approvals to continue the remote work arrangement.

1. Cornell will provide the following equipment, software, communications resources, and/or other supplies (provide as much detail as possible, including serial or registration numbers, if applicable).

Hardware (e.g., computer, webcam, etc.):

Software:

Communications Resources (e.g., phone forwarding service):

Note: Internet service is not provided by Cornell. Cell phone service requires Dean or Vice President approval for university owned cell phones.

Other (e.g. office supplies):

Additional comments/notes:

2. 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:

I have read and understand the above expectations relating to the remote work 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 remote work arrangement.

Employee Name (printed)

Supervisor Name (printed)

Employee Name (signed)

Supervisor Name (signed)

Date

Date

Begin Date: _____

Review Date: _____

Appendix B. Job Share Arrangement

The following questions should be reviewed and the 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 6.6.13, "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.

Individual 1: _____ Individual 2: _____

Begin date: _____ Begin date: _____

Review date: _____ Review date: _____

1. Detail the specific schedule and time commitment for each staff member:

2. How flexible is the above schedule and are there are any conditions attached to such flexibility? Are the staff members allowed to "trade schedules" with each other? Is advanced notice of any schedule change required?

3. Should either staff member need to take paid or unpaid time away from work, what coverage will be required of the other participant? If the other staff member will be expected to cover during absences, will advance notice to the staff member who is filling in be expected? How long will such coverage be expected to last?

4. Should either staff member leave the job share arrangement indefinitely, what will be required of the remaining staff member? If there are coverage expectations, what minimum advance notice is expected to be provided to the staff member who is covering? How long will coverage be expected to last?

5. What methods of communication between the job share staff members will be used to allow for the smooth functioning and coordination of the position? (Note: Internet service is not provided by Cornell. Cell phone service requires Dean or Vice President approval for university owned cell phones.)

6. How often will the arrangement be reviewed to assess whether it's meeting the needs of the department/participants?

7. Are there any other details of this job share arrangement (attach)?

Employee Name (printed)

Supervisor Name (printed)

Employee Name (signed)

Supervisor Name (signed)

Date

Date