



## Tool 3

# Sample Flexible Work Agreement and Plan

### **Purpose**

The purpose of this tool is to help working and soon to be parents, especially mothers, better balance their professional demands and newly added or imminent childcare responsibilities by fine tuning their work schedule.

### **Implementation**

This tool can be used by managers/supervisors or the HR Department to clearly define and communicate expectations and responsibilities of both the employee and her/his manager/supervisor during the period the employee has been authorized to participate in the flexible work program by her/his supervisor.

This document does not supersede or alter the terms of the existing employment contract and is subordinate to it in the case of conflicting provisions, except in the case of those specifically addressed in this Agreement.

Flexible Work is available only to eligible employees, at the supervisor's discretion, and is not an employee benefit intended to be available to the entire organization.

### **Eligibility**

Employees who are in the last trimester of their pregnancy, or the caretaker of a child under school age, or of a child under 18 with a disability are eligible to request Flexible Work arrangements to assist with the child's care.

**Section 1: Flexible Work Duration:**

Start Date:	
End Date:	

Notes:

- i. This Agreement and the employee’s participation in the Flexible Work program will begin at the **Start Date** and will continue until the **End Date** specified above.
- ii. This Agreement must be renewed before the End Date if the employee expects to continue to participate in the Flexible Work program past the specified End Date.
- iii. The Flexible Work Agreement may be discontinued at any time by the employee. The supervisor may require the employee to continue the flexible schedule for up to \_\_\_ days after being notified of the employee’s intention of working their normal hours.
- iv. The Flexible Work Agreement may be discontinued at any time by the supervisor with a written \_\_\_ days’ notice.

**Section 2: Employee Information:**

Employee Name:	
Job Title / Designation:	
Department:	
Supervisor Name:	
Employee ID Number:	
Employee Phone Number:	
Employee Email Address:	

Notes:

- i. The employee must be reachable by telephone on the phone number provided here during office hours while specified in the next section, even when working remotely.
- ii. The employee must respond to or acknowledge all email sent by the email address provided here by her or his supervisor within office hours specified in the next section, even when working remotely.

### Section 3: Weekly Work Schedule

Please indicate the Time Slots you will work in the following table with a check mark (✓)

Time Slot (Start Time – End time)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00 AM – 6:30AM							
6:30 AM – 7:00AM							
7:00 AM – 7:30AM							
7:30 AM – 8:00AM							
8:00 AM – 8:30AM							
8:30 AM – 9:00AM							
9:00 AM – 9:30AM							
9:30 AM – 10:00AM							
10:00 AM – 10:30AM							
10:30 AM – 11:00AM							
11:00 AM – 11:30AM							
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10:00 PM – 10:30PM							
10:30 PM – 11:00PM							
11:00 PM – 11:30PM							
11:30 PM – 12:00AM							
<b>Total Daily Hours</b>							

**Total Weekly Hours\*:** \_\_\_\_\_

\*Add all the Total Daily Hours in the last row to calculate Total Weekly Hours

Notes:

- i. The Time Slots and Work Days for Flexible Work is subject to negotiation with and approval by the supervisor. The supervisors can require that employee work certain 'core' days and/or 'core' hours.
- ii. The employee agrees to work on all selected hours, if not on supervisor approved leave.
- iii. This Agreement must be renewed if Work hours need to change during the duration of the Flexible Work.
- iv. The supervisor reserves the right to occasionally require employees to attend important meetings and events when necessary.
- v. The maximum work hours cannot exceed the standards set by the company wide policy.
- vi. The employee is required to sign a separate 'Remote Work Arrangement' along with this 'Flexible Work Agreement' for the duration that she or he expects to work both remotely and flexibly.
- vii. If the working time slots agreed upon by the employee and the manager is outside those specified in Section 3, a separate table that includes those time slots may be prepared in a format similar to the table in Section 3 and attached to this document as a proxy for Section 3.

**Section 4: Other terms and Conditions**

- i. The employees job responsibilities and promotional opportunities will not change due to participation in the Flexible Work Agreement.
- ii. Salary, job responsibilities, and benefits will not change because of participation in Flexible work Agreement, except as they might have changed had employee stayed in the office full-time.
- iii. Employee will be entitled to any company-wide benefits changes that may be implemented.
- iv. The amount of time employee is expected to work will not change due to participation in the Flexible work Agreement. Employee is expected to comply with the commitments made in Section 3 of this Agreement.
- v. Work and productivity maybe monitored by the supervisor without formal notice.
- vi. The employee is expected to meet established performance standards.
- vii. The employee will communicate regularly with his or her supervisor and co-workers, on a \_\_\_\_\_ basis.
- viii. The employee understands that the supervisor or the employer retains the right to modify this Agreement on a temporary or permanent basis for any reason at any time.
- ix. All employer rules, policies, practices, instructions and guidelines, including but not limited to attendance, leave and overtime continue to apply, except those specifically addressed in this agreement.

Supervisor's Signature and Date	
Employee's Signature and Date	
HR Representative's Signature and Date	

**Section 5: Process Map for requesting Flexible Work**

