**REDUCED WORKLOAD AGREEMENT**
**ACADEMIC EMPLOYEES**

**BETWEEN:** Sir Sandford Fleming College

**AND: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**(Employee Name)                                         (School/Department)**

|  |  |
| --- | --- |
| **FOR THE PERIOD:** **(Minimum one semester)** **(Maximum one year - except** **when leading directly to** **retirement)** | **January 1/\_\_\_ to April 30/** **May 1/\_\_\_ to June 30/\_\_\_\_** **July 1/\_\_\_\_ to August 31/\_\_\_\_** **Sept.1/\_\_\_\_ to December 31/\_\_\_** |

This employee has requested his/her total workload hours be reduced and his/her salary be pro-rated accordingly.

After discussion between the employee and the leader/supervisor, the following agreement has been reached:

1.    The following **requested** schedule/timetable for the reduced workload has been agreed to by both parties. It is, however, understood that *such a schedule may not be operationally possible and may require flexibility on part of the employee*:

|  |  |
| --- | --- |
| Day of Week Sunday Monday Tuesday Wednesday Thursday Friday Saturday Total Hours | Hours/Day \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_% |

2.    The employee shall receive gross salary for the reduced workload term as follows:

% of Workload   x   Empl.’s bi-weekly salary

\_\_\_\_\_\_\_\_\_\_%   x   $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.    The tasks/course delivery that will not be performed or will be covered in another way, are identified below (i.e. indicate if replacing with contract faculty, other full-time academic staff, diversion of tasks):

4.    During the period of reduced workload, the position and the employee will remain part of the full-time complement at the College. Any reduction of the workload position must follow all provisions in the Academic Employees Collective Agreement.

5.    If, during the period of the reduced workload agreement, an employee is requested by his/her leader/supervisor to work hours above those agreed to in the Reduced Workload Agreement, overtime shall be payable in accordance with Article 11.01 J 2 of the Academic Employee Collective Agreement, **only for those hours which exceed the employee’s regularly assigned normal work week, 35 (Counsellor) or 44 (Faculty) hours.** To clarify, if an employee requests a reduced workload but is requested to work additional hours, only those hours which exceed a total workload of 35 or 44 hours per week shall be compensated at the overtime rate.

6.    Agreement has been reached between the employee, Human & Organizational Development and his/her leader/supervisor, regarding salary implications and the *exact* start and end date of any reduced workload arrangement. If the seasonal break in December falls within the reduced workload term, such days will be paid at the reduced workload rate. If the reduced workload term is for a semester period, the dates must coincide with the beginning and end of the semester, not just contact weeks.

7.    Employees are entitled to statutory holidays that occur within the reduced workload term.  For statutory holidays that occur on a regularly scheduled work day for the employee, such days shall be compensated at the reduced workload rate and the employee shall be entitled to the day off with pay.  For statutory holidays that occur when the employee is not regularly scheduled to work, the employee is entitled to a day in lieu at the reduced workload rate which shall be scheduled by the College at a time satisfactory to the employee and acceptable to the College.

8.    The employee on Reduced Workload **will accumulate full pensionable service**. Contributions to the pension plan will be based on deemed salary (i.e. the salary the employee would have earned if working a full load) and employee/employer contributions will remain the same.

9.    The employee will maintain full benefits through Sun Life for those which he/she had coverage for at the commencement of the Reduced Workload term. The College and the employee shall pay his/her regular proportionate share of such premiums.

10.    Vacation will continue to accrue throughout the reduced workload period, but on a pro-rated basis. This means that employees on reduced workload will **NOT** accumulate the full 43 days of vacation in the academic year. The accrual of vacation (formula provided on Reduced Workload Agreement form) and the utilization of vacation credits are part of the Reduced Workload agreement. Two choices are available:

a)    employee takes 43 days of vacation at the appropriate reduced salary rate;
b)    employee takes only those vacation days accrued with the remainder of the vacation period treated as unpaid leave.

Using the table that follows, calculate the vacation that will accrue in the academic year:

|  |  |
| --- | --- |
| **% Workload** | **Days Accrued/Month** |
| 50 | 2.15 |
| 55 | 2.37 |
| 60 | 2.58 |
| 65 | 2.80 |
| 70 | 3.01 |
| 75 | 3.23 |
| 80 | 3.44 |
| 85 | 3.66 |
| 90 | 3.87 |
| 100 | 4.30 |

                          Sept. 1 to Dec. 31 = \_\_\_\_\_\_\_ days
                          Jan. 1 to Apr. 30 = \_\_\_\_\_\_\_ days
                         May 1 to June 30 = \_\_\_\_\_\_\_ days
                           July 1 to August 31 = \_\_\_\_\_\_\_ days

***Total Vacation Days Accrued                         \_\_\_\_\_\_\_***

NOTE: vacation accrues during scheduled workload periods, not on vacation or unpaid leave periods.

Vacation days accrued will be utilized in the following manner:

    Employee will be taking vacation from \_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ and salary will be averaged         over such period.

    Employee will be taking vacation from \_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ and will be on unpaid leave from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_. (Note: if this option selected, employee must complete a **Leave of Absence form** to address benefit and pension issues).

11.    Sick day credits will accrue on a pro-rated basis, based on the workload reduction formula. Sick days utilized during the reduced workload period will be recorded on a pro-rated basis.

12.    Seniority for academic employees will accrue on a full-time basis.

13.    Complementary hours, as reflected on the SWF, shall be pro-rated, per the local agreement for Academic employees.

14.    Days of absence or non-scheduled working days, as part of a reduced workload reduction, shall be identified and tracked on the employee’s attendance record. Vacation accrual and utilization, as outlined above, shall be tracked on the employee’s attendance record.

15.    Scheduled step increments, as established in the Academic Employees’ Collective Agreement, and general rate increases shall be unaffected by this Reduced Workload Agreement.

16.    This agreement may not be altered except with the approval of both parties. When change is made, the Reduced Workload Agreement must be altered to reflect the understanding of both parties.

17.    The employee named has read and understood the College’s [Conflict of Interest Policy, #4-404](http://fleming0.flemingc.on.ca/ff/projects/4-404.htm), and agrees to adhere to its terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date                                                 Employee Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date                                                 Leader/Supervisor Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date                                                 Human Resources Consultant

c.c.:      Employee                  Operations Manager
            Leader/Supervisor     HR File
            Timetabler                 Local Union President
            Payroll