**SIR SANDFORD FLEMING COLLEGE**

**HUMAN RESOURCES**

**REDUCED WORKLOAD PROCEDURE**

**ACADEMIC EMPLOYEES**

**PURPOSE**

*To provide procedures for an employee who wishes to request a reduced workload and to ensure that his/her request is considered in an equitable, appropriate and consistent manner.*

**GUIDING PRINCIPLES**

1.    The request for reduced workload is initiated by the employee.  *Probationary employees are not eligible to participate in reduced workload.*

2.    The reduction in workload results in a reduction in salary and is NOT used to manage accommodations required
in sick leave situations.

3.    The **minimum** period for a reduced workload shall be **one semester**. Ideally the reduced workload period shall be one year duration, given the resources required to administer the agreement. However, it is understood that the workload arrangement is subject to on-going review and can be terminated, with appropriate notice, if it interferes with operational requirements. For agreements leading directly to retirement, the reduced workload period negotiated can be to a two year maximum.

4.    The **maximum** period for a reduced workload shall be **one year, renewable to two years**. If a reduced workload is to be supported beyond the two year period, the circumstances for such extension must be discussed and approved by the Vice-President, Academic. In agreeing to extend a reduced workload arrangement beyond the two year period, discussions may reference the College’s principles on wellness, balanced lifestyle strategies, etc., currently under development.

5.    The **minimum** reduction of workload is 10% (i.e. 1 day every other week). Reduction of hours cannot exceed 50% (i.e. 2.5 days per week).

6.    A request for a reduction in workload must be presented in writing to the employee’s leader/supervisor, and must include the reasons for such request. If the request for reduced workload is made to permit the employee to pursue an alternative/personal business opportunity outside the College, this must be disclosed to the employee’s leader and shall be considered in either approving or denying the reduced workload application. If this Reduced Workload arrangement is part of a transition to retirement, this must be identified with the leader.

7.    Employees must have read and understood the College’s internal policy, #4-404 – **Employee Conflict of Interest**, http://fleming0.flemingc.on.ca/ff/projects/4-404.htm. Any areas of concern with regard to this policy and the employee’s request for workload reduction must be identified by the employee prior to approval of the Reduced Workload arrangement.

8.    A request for reduction in workload may be refused on the basis of operational concerns and efficiency, and will not be unreasonably withheld.

9.    A copy of the completed Reduced Workload Agreement will be forwarded to the Local Union President for information.

10.    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.

11.    The College recognizes that it is impossible for an employee to reduce his/her workload without eliminating or diverting some tasks which are normally performed as part of his/her regular workload. Discussions between the employee and leader/supervisor must occur regarding the courses/tasks that will not be performed or will be reassigned during the period of reduced workload. The results of these discussions shall be documented by the leader/supervisor on the Reduced Workload Form.

12.    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.

13.    The formula to be used in calculating an appropriate salary for an employee with reduced workload shall be:

Percentage of F/T Workload x Empl’s Bi-weekly Salary

e.g. 80% x bi-weekly salary

A SWF for Professors or Instructors shall be prepared to meet this workload reduction, as closely as possible. ***However, salary paid shall be in accordance with the Reduced Workload Agreement, not the actual SWF produced***. The reduced workload percentage forms the ceiling for workload assignments.

14.    Agreement must be reached between the employee, Human Resources 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.

For purposes of administering this reduced workload procedure, the following shall be the effective dates for each semester:

January 1 – April 30

May 1 – June 30

July 1 – August 31

September 1 – December 31

15.    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.

16.    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.

17.    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.

18.    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.

19.    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.

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

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

22.    Days of absence (days where there is no obligation to fulfill job responsibilities), as part of a reduced workload reduction, shall be identified and tracked on the employee’s attendance record. Vacation accrual and utilization shall be established and tracked on the employee’s attendance record.

**PROCEDURES**

1.    A Request for Reduced Workload will be initiated by the employee, **and presented in writing to the employee’s leader/supervisor, at least 12 weeks in advance of the proposed start of the workload reduction**, **except under extenuating circumstances.** The request must outline the approximate or specific reduction desired, the reasons for such reduction, as well as the period for which the reduction is requested and must align with the academic scheduling and planning cycle of the Centre.

In Reduced Workload arrangements leading directly to retirement, the ***Reduced Workload Application – Transition to Retirement*** form must also be initiated by the employee and appropriately signed.

2.    The request for Reduced Workload will require discussion between the employee and his/her leader/supervisor to ensure that:

        i)    the workload reduction is agreeable to both the employee and the leader/supervisor.

        ii)    Both parties agree to any scheduling arrangement being requested and agree that while this is desired, it may not be operationally possible. This does not, in of itself, make null and void the reduced workload arrangement.

        iii)    The portions of the reduced workload which will not be performed by the employee are understood and documented on the Reduced Workload form by the leader/supervisor.

4.    The leader/supervisor will either approve or deny the employee’s Request for Reduced Workload within three weeks and will outline the reasons for denial of the request in writing, if requested by the employee.

5.    If approved, the leader/supervisor will complete the required sections of the Reduced Workload Agreement form, sign and date it. It will then be forwarded to the Human Resources Consultant of the area for approval, no later than 2 weeks prior to the effective start date of the reduced workload period. HR will then be responsible for forwarding it to the Local Union President for information and for payroll processing.

6.    The Reduced Workload Agreement will outline the terms and conditions of the reduced workload (i.e. changes to salary, benefits, scheduling, etc.).

7.    Appeals regarding administration of this procedure or the resulting workload must be directed to the Vice President, Human Resources & Strategic Development.

Updated April, 2010