

**REDUCED WORKLOAD TERMS & CONDITIONS
SUPPORT STAFF 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.

SCOPE

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

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

Article 1 – Operational Considerations

The Reduced Workload Program for Support Staff is a College-based program and is not an entitlement within the scope of the Support Staff collective agreement. Approval for Reduced Workload is not guaranteed and shall be subject to the operational needs of the employee's work unit and to the College's responsibilities for providing effective and efficient service to students.

Article 2 – Minimum/Maximum Reduction Periods

The **minimum** period for a reduced workload shall be **two months**. 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.

The **maximum** period for a reduced workload shall be **one year**. Reduced workload agreements are **non-renewable** except in the case of requests for extension leading to planned retirement.

REDUCED WORKLOAD LEADING TO RETIREMENT: Where a support staff employee is currently participating in an approved Reduced Workload Agreement, they may be eligible to request an extension for **up to one additional year** if the extension leads to their planned retirement. Such extension shall be discussed with their supervisor in advance of the formal request and must be approved by the Executive Leader of the employee's division. In addition, the employee must have submitted their formal notice of retirement to the College in conjunction with the request for an extension of the Reduced Workload Agreement. If the request for extension leading to retirement is not approved by the College, the employee will retain the right to withdraw their notice of retirement.

Article 3 – Minimum/Maximum Reduction Factors

The **minimum** reduction of workload is 10% (i.e. 1 day every other week). Reduction of hours for support staff cannot result in lowering of weekly hours **less than 25 hours per week** (i.e. 25 hours per week is the limit).

Article 4 – Timelines for Making A Request for Reduced Workload

Applications for a Reduced Workload shall be made to the employee's immediate supervisor using the approved College request form at least eight (8) weeks in advance of the requested start date.

Article 5 – Consideration of Requests for Reduced Workload

Requests shall be subject to the operational needs of the employee's work unit and to the College's responsibilities for providing effective and efficient service to students. Supervisors shall discuss the request and the operational impacts with their HR Consultant **before** making a final decision to approve or deny the request. The request for Reduced Workload will also require discussion between the employee and his/her supervisor to ensure that:

- i) the workload reduction is agreeable to both the employee and the supervisor, ensuring compliance with Article 6.3 – Split Shifts.
- ii) both parties agree to the scheduling arrangement associated with the reduced workload;
- 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 supervisor.

Article 6 – Conflict of Interest

Employees must have read and understood the College's internal policy, #4-404 – Employee Conflict of Interest. 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.

Article 7 – Timelines & Procedures for Decisions

The supervisor will either approve or deny the employee's Request for Reduced Workload within two (2) weeks. If the request cannot be approved, the supervisor will outline the reasons for denial in writing. A request for reduction in workload may be refused on the basis of operational concerns and efficiency, and will not be unreasonably withheld.

If approved, the supervisor will complete the required sections of the Reduced Workload Application form, sign and date it. It will then be forwarded to the Human Resources Consultant

of the area for confirmation and processing no later than one (1) week following the supervisor's response to the requestor. The Human Resources department will then be responsible for notification to the Local Union President, and payroll/benefits processing.

Appeals regarding administration of this procedure shall be directed to the Vice President, Human Resources & Strategic Development.

Article 8 – Union Reporting

The College will provide the Local Union with a monthly information report which identifies the support staff members who are on approved Reduced Workload agreements. Upon request, the College will provide the Union with a copy of the actual Reduced Workload agreement.

Article 9 - Complement

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 Support Staff Collective Agreement.

Article 10 – Workload Planning

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. Following discussion between the employee and supervisor, the supervisor shall, at his/her discretion, confirm those tasks that this employee will not perform or that will be reassigned during the period of reduced workload. The results of these discussions shall be documented by the supervisor on the Reduced Workload application form. **Essential duties of the position must be maintained** by the incumbent during the period of the reduced workload.

Article 11 - Overtime

If during the period of the reduced workload agreement, an employee is requested by his/her supervisor to work hours above those agreed to in the Reduced Workload Agreement, overtime shall be payable in accordance with Article 6.2 of the Support Staff Collective Agreement, **only for those hours which exceed the employee's regularly assigned normal work week as per Article 6.1**. To clarify, if an employee requests a reduced workload of 30 hours per week, but is requested to work an additional 7 hours, 5 hours would be paid at straight time, and overtime provisions would apply to 2 hours, those beyond the normal 35 hour work week for the position.

Article 12 – Salary Reduction Formula

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

$$\text{Total Reduced Workload Hours} \times \text{Employee's Hourly Rate}$$

(NOTE: reduced hours are never to be less than 25 hours per week)

Article 13 – Confirmation of Start/End Dates of Reduced Workload Agreement

Agreement must be reached between the employee, Human Resources and his/her supervisor regarding the exact start and end date of any reduced workload arrangement. Particular consideration must be given to periods such as peak operational cycles, the seasonal holiday break in December, etc. If the seasonal break in December falls within the reduced workload term, such days will be paid at the reduced workload rate.

Article 14 – Statutory Holidays

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. When the College makes the decision to close (beyond the holidays noted in Articles 10.1 and 10.2), an employee on a Reduced Workload shall not be entitled to any additional remuneration or compensatory time off if they were not scheduled to work that day. If additional hours are required to be worked in any given week due to statutory holidays, additional hours to be paid must be forwarded to Human Resources (Payroll) through an Exception Report, and shall be paid on an hour for hour basis.

Article 15 – Pension Credits

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.

Article 16 – Group Benefits

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.

Article 17 – Vacation

Vacation will continue to accrue in accordance with the Support Staff Collective Agreement throughout the period of reduced workload but on a pro-rated basis. The adjustments to vacation entitlement for the period of reduced workload will be calculated and administered by Human Resources and will be communicated back to the employee and supervisor in writing, as appropriate.

Article 18 – Sick Days

Sick days utilized during an approved Reduced Workload Agreement will be compensated at the reduced workload rate.

Article 19 – Seniority

Seniority for support staff employees will accrue on a full-time basis in Accordance with Article 14.2.1. of the Support Staff Collective Agreement.

Article 20 – Absence Tracking

Days of absence as part of a reduced workload reduction (days where there is no obligation to fulfill job responsibilities) as well as absences for sick and vacation, shall be tracked by the employee on their attendance record.

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