



## **Issue: Workloads**

### 12.10 Workload

12.10.1 The College is committed to providing employees with a humane and supportive workplace. The College, in that spirit, will deal with issues surrounding workloads.

12.10.2 Except in extraordinary circumstances, employees' normal workloads will not be significantly increased as a result of vacant positions or the absence of other employees due to illness, vacation or leaves of absence, or an increase in student enrolment.

12.10.3 When employees are absent from work, other employees may be required to carry out some of their duties. If this happens, priorities will be established to accommodate the work to be performed and the employees' regular work will be rescheduled.

12.10.4 Any employee or group of employees who have a concern about workload may consult with their Supervisor or appropriate Administrator to review priorities and explore other strategies to resolve the workload problem.

12.10.5 If employees request a meeting with their Supervisor, they may ask a Shop Steward or Union Representative to be present. The Shop Steward and employees may have reasonable time off to prepare for and attend these meetings without loss of pay.

12.10.6 If the concern is not resolved, the employees may refer the issues to a standing committee, consisting of two College Representatives and two Union Representatives, which will function as a dispute resolution committee on increased workload issues, or to a Human Resources Representative. Unresolved disputes are subject to the grievance process.

12.10.7 Article 12.10 is not intended to replace Article 13.4 Acting in Senior Capacity.

## **Issue: Alternate Work Schedules, Flextime or Experimental Work Schedules**

### **12.3 Experimental Work Schedules**

12.3.1 Terms and conditions of this Agreement may be varied by mutual agreement between the College and the Union in order to implement work schedules which are modifications of the work schedules in this Agreement.

12.3.2 Article 12.3 can accommodate a range of innovative hours of work arrangements, on an individual or group basis.

12.3.3 Any experimental work schedules would normally have to satisfy the same general conditions as the nine day fortnight, that is no additional cost, no loss of service, etc. (see Clause 12.2.1).

12.3.4 Experimental work schedules should be developed within the department prior to seeking the agreement of the College and the Union and should be administratively simple.



## **12.4 Flextime**

12.4.1 The College agrees with the principle of flextime as defined in Clause 12.4.2.

12.4.2 Flextime is a work schedule which permits adjustment of the schedule of daily or weekly hours worked, taking into consideration the commitment of the College, the needs of the department and the desires of the employees.

12.4.3 Flextime will be scheduled in advance and approved by the College.

12.4.4 Flextime schedules will not produce any additional cost for the College (e.g. overtime, additional staffing requirements, fringe benefit increases or non-scheduled shift differential).

12.4.5 Flextime schedules will not result in any noticeable reductions in service.

12.4.6 Flextime schedules will be within the established hours of operation for the work performed.

12.4.7 If difficulties arise, including matters of access to or exclusion from a flextime schedule, the matter will be referred to the Committee and dispute solving process for the nine day fortnight contained in Clause 12.2.22.

12.4.8 Flextime schedules may be temporarily suspended by mutual agreement of the Union and the College.

## **Issue: Working from home, telework, etc.**

### **B-21.3 Teleworking Terms**

1. The provisions of the Collective Agreement remain in effect for the employee. In the event a 72 hour strike or lockout notice is filed, no later than the next calendar day, the College will recall all employees working remotely to immediately resume working from their college provided workspace at the College's premises. At no time will the College allow Teleworking or Remote Working during the notice period for strike or lockout or during a strike or lockout.
2. While involved in telework, individuals continue to be employees of the College and retain all rights and benefits in the Collective Agreement. Employee status, salary, hours of work, benefits and job responsibilities will not change due to participation in telework. Shift premiums will not apply, unless the shift is implemented at the direction of the College.
3. Telework is voluntary and may be terminated with 30 days written notice by either the employee who is teleworking or the College, with reasons for the termination forwarded to the Union. Upon mutual agreement, the College and the union retain the right to terminate a teleworking arrangement immediately or with less than 30 days' notice.
4. The Parties agree that no employee shall be required to telework.
5. The teleworking employee will retain some form of work space at the College and access to co-workers. CUPE



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#### **B-21.4 Eligibility and Selection Criteria**

1. A statement outlining the telework arrangements and clear performance expectations will be discussed with the employee and signed by the employee and the College. A signed copy will be sent to the Union.
2. Each telework proposal will be submitted to Human Resources with a copy to the Union.
3. Each proposal will be considered on its own merits, taking into account the nature of the work, the requirements of the College and the proposal of the employee.
4. Employees with proven satisfactory performance, as discussed and documented, as part of the "Strengths and Development Review" process, will be considered for teleworking opportunities. Concerns regarding performance should have been brought to the attention of the employee prior to the submission of a telework proposal.
5. Any proposal for telework that is not approved will be subject to review for the Joint Teleworking Committee. Reasons for denial will be provided to the Union and the employee, upon request.
6. Where multiple employees request and are eligible for telework, seniority will be the determining factor in accordance with 7.1.9 as it relates to access to preferred assignments.

#### **B-21.5 Technology Requirements**

1. The employee is responsible for having access to a computer in the remote location. The college will provide the necessary software for the teleworkers to connect to the VCC environments.
2. The College will only provide support to the employee for obtaining connectivity to the College network. The employee is responsible of hardware and software issues not associated with the connectivity software.
3. Employees who have been provided computers such as laptops and are teleworking will have full computer support from the college provided no other applications have been installed on the laptop.
4. The teleworking employee is responsible for workplace ergonomics.

#### **B-21.6 Employee Responsibilities**

1. Employees are responsible for handling all the College's confidential documents and exclusive information in a secure manner all times, as if being at the physical workplace; and in accordance with College policy and Freedom of Information and Privacy Protection Act (FOIPPA).
2. In consultation with the College Occupational Health and Safety Committee, Human Resources will provide the employee with written guidelines to ensure that the telework place is adequately equipped and maintained from a health and safety perspective.
3. Employees on a teleworking arrangement cannot use this as an opportunity for dependent care. Employees must ensure that dependent care arrangements are in place and that personal responsibilities are managed such that the employee can be productive and successfully meet their job responsibilities.



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4. Should a situation occur that prevents the teleworker from operating normally (technology interfaces are deficient or not working, etc.) the teleworker shall be responsible for contacting their supervisor/manager as quickly as possible. The teleworkers shall not incur any loss of wages due to circumstances beyond their control and the College reserves the right in interrupt telework temporarily and call the employee back to their usual place of work until the situation is resolved.
5. Teleworkers shall attend meetings, training sessions and other scheduled activities. Employees will be advised as far in advance as possible but not less than three (3) days. Teleworkers can attend meetings by video or audio conferencing.
6. Teleworkers may be required to work at the college to accommodate emergency circumstances. A minimum of 24 hours notice will be provided to the employee.
7. The Parties recognize and respect an employee's right to privacy in their home. In the event of an injury claim arising from Tele-work / Working Remotely and a JH&S committee investigation of the location is required, a minimum of 24 hours' notice will be provided to the employee, union and those Parties otherwise affected. In emergency situations, less than 24 hours' notice may be required. The investigation will be limited to the actual workspace. No information related to any other space may be contained in, or referenced in any report issued by the JH&S Committee or used by the College in any disciplinary proceedings. This letter of Understanding will remain in effect until the expiry of the CUPE Local 4627 Collective Agreement dated October 1, 2010 – September 30, 2014.