

6.Z-2019: Flexible Work Arrangements – Flexible Work Hours

1. Overview

- 1.1 As part of St. Mary’s desire to support our employee to achieve greater work-life balance, improve workplace productivity and strengthen the employee experience, the University is supportive of flexible work arrangements for employees. The University supports two types of Flexible Work Arrangements including Telecommuting (Working Remote) and a Flexible Work Hours Agreements.

2. Eligibility

- 2.1 All permanent salaried full-time & part-time employees are eligible to apply for a Flexible Work Arrangement following the successful completion of their three month probation if they hold a position in which the nature of their role ensures operational needs will not be adversely affected by a flexible work arrangement.

3. Guidelines & Procedures

- 3.1 Flexible Work Hour Agreements provide flexible work schedules for employees on a full- or part-time basis. Flexible Work Hour Agreements is not a formal, universal employee benefit, and requests will be approved based on individual requests.
- 3.2 The University has the right to refuse to make Flexible Work Hour Agreements available to an employee. Both the University and the employee may terminate an approved arrangement with 30 days advance notice.
- 3.3 Employee compensation, benefits, work status, hours per day and work responsibilities will not change due to participation in the Flexible Work Hour Agreements program.
- 3.4 All Flexible Work Hour Agreements must include an agreed start and end date and the term of agreement cannot exceed two years. The agreement identifies the number of weeks (maximum of 2 weeks) the hours will be averaged over, the number of work days and hours per day in the averaging period, details on how overtime pay and time off with pay will be calculated and daily overtime threshold.
- 3.5 An Employee’s regular scheduled daily and weekly hours of work must not exceed 12 hours per day or an average of 44 hours per week and the employee may only have one active work schedule per agreement.

| Approval Authority | Responsible Office | Effective Date | Date Last Revisited |
|---------------------|--------------------|----------------|---------------------|
| Sr. Leadership Team | Human Resources | December 2019 | |

- 3.6 The University or the Employee may request changes to the employee's work schedule; however, 24 hours' notice of shift changes and 8 hours rest between shifts is always required.
- 3.7 Additional hours worked above the agreed up flexible work schedule will be treated as banked overtime and these hours are banked at a rate of 1.0 hours per additional hour.
- 3.8 Flexible time will be paid in accordance with the University's Overtime policy.

4. Request Process

- 4.1 An employee wishing to request a Flexible Work Arrangement must first have a discussion with their direct Leader to assess the suitability of such an agreement.
- 4.2 Once the first official discussion regarding a flexible work arrangement is made and if supported by the Leader, the Employee must formally submit a written request outlining the desired and proposed work arrangement with a signed *Flexible Work Hours Agreement* form with an "Appendix A" that outlines the desired/proposed work schedule.
- 4.3 In consultation with Human Resources, Leaders are expected to ensure that they formally review and respond to the Flexible Work Arrangement request within 10 business days of receipt of the application with a copy being provided to Human Resources & Payroll for inclusion within the employee's personnel file.
- 4.4 Leaders will be required to ensure that all approved arrangements, a fully signed agreement with a completed *Flexible Work Hours Agreement* form, is submitted to Human Resources & Payroll a minimum of 10 business days prior to the effective date. Further, the Leader will ensure that the Agreement is reviewed on an annual basis with any and all changes or amendments submitted to Human Resources & Payroll at least 10 business days prior to the changes taking effect.
- 4.5 Flexible work arrangement requests may be denied depending on satisfactory staffing requirements or operation needs.



Flexible Work Hours Agreement (FWA)

This Agreement, effective _____, is between _____ an Employee of St. Mary's University (referred to as "Employee") and St. Mary's University (referred to as the "University").

This Agreement shall become effective as of _____, and shall remain in full force and effect, until _____.

The Employee agrees to perform the full scope of their role and responsibilities as assigned by the University as an Employee. The Parties acknowledge and agree the Employee requested to enter into this agreement voluntarily and that the Employee currently and will continue to regularly work at least 35 hours per week during the term of the agreement.

The Employee agrees that this FWA is voluntary and may be terminated with thirty (30) days written notice, by either the Teleworker or the University, with or without cause.

The University and Employee (the "Parties") agree that the number of weeks over which the Employee's hours of work will be averaged is _____ weeks. The Parties acknowledge and agree that the 7 day work week period runs from midnight on Saturday to midnight on the following Saturday.

The Parties acknowledge and agree that the Employee's work schedule, as required by the *Employment Standards Code* and regulations, is attached to this agreement as "Appendix A."

The Parties agree that the University shall provide, and the Employee shall take, overtime pay or time off instead of overtime pay for overtime hours. Overtime hours are the greater of hours worked in excess of:

- a. _____ per work day,
- b. an average of 44 hours per work week in the averaging period.

The Parties acknowledge and agree that instead of overtime pay, time off calculated at 1.0 hours off for each overtime hour, with pay, will be provided, taken, and paid at the Employee's wage rate at a time the Employee could have worked and received wages from the University. Time off with pay must be taken within 6 months of the end of the pay period in which it was earned.

If time off with pay instead of overtime pay is not provided, the Employee will be paid overtime pay at an overtime rate of at least 1.5 times the Employee's wage rate for the overtime hours worked.

The Parties acknowledge and agree that any hours worked in excess of the scheduled hours and below the daily overtime threshold, are considered flexible time.

The Parties acknowledge that:

- a. where the Employee works flexible time, the University shall provide the Employee with flexible time off with pay at the Employee's regular wage rate;
- b. the Employee's flexible time off must be taken before the end of the next averaging period; and,
- c. if flexible time off is not taken before the end of the next averaging period, the University shall pay the flexible time owed at the Employee's regular wage rate.

The Parties acknowledge that the Employer must provide a copy of this agreement to the Employee before the commencement date included above or, where the agreement is amended, as soon as possible after the amendment is entered into but before the amendment takes effect.

The Parties agree to ensure that a fully signed copy of this agreement with a completed "Appendix A" outlining the Employee's work schedule, is submitted to Human Resources & Payroll a minimum of 10 business days prior to the effective date. Further, all Parties agree to ensure that this Agreement is reviewed on a regular basis with any and all changes or amendments submitted to Human Resources & Payroll at least 10 business days prior to the changes taking effect.

We have read and understand this Agreement and accept its conditions:

Date

Employee

Date

Employee Leader