

<b>Policy Title:</b>	<b>Applies to:</b>	<b>Reference #</b>
Variable Work Hours	Out-of-Scope employees	129-HR-93
<b>Approved by:</b>	<b>Dates:</b>	<b>Total # of Pages</b>
Executive Leadership Team	<b>Effective:</b>	15-Feb-1993
	<b>Last Review:</b>	13-Nov-2013
	<b>Next Review:</b>	01-Nov- 2016
<b>Authority:</b>		
People and Organizational Culture		

**1.0 Purpose**

To allow permanent Out-of-Scope (OOS) employees to voluntarily reduce their hours of work to accommodate a contemporary work environment.

**2.0 Scope**

All permanent OOS employees.

**3.0 Definitions**

OOS regular hours of work are unregulated under the OOS guidelines but are expected to average 8 hours per day or 40 hours per week. These hours will be used for the purpose of this policy.

**4.0 Policy**

The Variable Work Hours Policy allows employees to voluntarily reduce their hours of work to a maximum of 50% of the regular full-time hours for their position, with the agreement of their supervisor. The employee shall retain permanent status and employee rights and all benefits will be calculated based on the salary earned.

Variable hours of work will be for a minimum of 6 bi-weekly pay periods (3 months) until cancelled.

Cancellation of the agreement may be done at any time by either party, providing 30 days written notice. The final decision rests with the supervisor. Upon cancellation, the employee shall return to his/her regular full-time hours of work.

**Percentage of Full Time:**

Percentage of full-time is based on scheduled working hours outlined in the variable hours arrangement as a percentage of:

Regular work hours multiplied by the number of days for the position (excluding earned days off and designated holidays)

**Regular Working Hours (OOS) - 8 hours/day**

**Calculating Salary and Benefits**

Employees' salaries, life insurance coverage and premiums will be calculated based on the reduced hours of work.

Health and Dental coverage and benefits will remain unchanged and therefore, premiums will remain the same. Employees will still be required to pay the same premiums as they would if they were working full-time hours.

[See Appendix A](#)

**5.0 Roles & Responsibilities**

**People and Organizational Culture:** x Develop and maintain this policy. x

Ensure that the intent and guidelines of this policy are communicated and adhered to by all Departments.

- x Ensure that Payroll, Finance and the Pension and Disability Administration office are advised of the approved Variable Work Hours Agreement.

**Employees:**

- x Obtain and complete a "Variable Work Hours Application Form".
- x Seek the concurrence of their supervisor as to the reduced level of hours and the scheduling of those hours.

**Directors:**

- x Review the completed "Variable Work Hours Application Form".
- x Approve requests, subject to operational requirements, in accordance with this policy. x Forward a copy of the approved "Variable Work Hours Application Form" to HR.

**6.0 Related Forms**

Variable Work Hours Application Form

**7.0 Reference Material**

Out-of-Scope Guidelines  
Bylaw #3125

**8.0 Revision History**

<b>Date</b>	<b>Description of Change</b>	<b>(Re)-Approval Required (y/n)</b>
15-02-1993	Initial Release.	Yes
01-07-1996		Yes
00-06-2003		Yes
21-05-2013	Benefits calculation based on reduced hours of work, wording changed on merit pay adj. and probation period.	Yes

## Variable Work Hours Guidelines

### 1. Conditions of Employment

- A. **Vacation and Sick Leave** - will be earned and expended based on the hours worked as stated in the approved Variable Work Hours Agreement.
- B. **Merit Pay Adjustment** - the effective date of the merit adjustment will not be affected. The application of the adjustment will be made on the reduced salary or hours worked. This is calculated as:

**Example:** OOS employee reduced hours of work to 80%  
Regular Yearly Hours = 2087.1428

$$2087.1428 * 0.8 = 1669.7 \text{ hrs/year}$$

**OR**

$$\begin{aligned} \text{Regular Salary} &= \$50,000/\text{yr} \\ \$50,000 * 0.8 &= \$40,000/\text{yr} \end{aligned}$$

Therefore, the employee merit adjustment will be applied to \$40,000 or 1669.7/hrs for that year.

- C. **Probationary Periods** - under variable work hours will not be affected unless there is an issue with performance. It is then at the discretion of the supervisor to consider extension or otherwise.
- D. **Statutory Holidays** - occurring during the variable hours of work will be paid for based on Labour Standards (average of previous 4 weeks earnings)
- E. **OOS Lieu Days Off** - will be prorated in accordance with the amount of time worked. (E.g. 50% work hours (50% x 12 LDO's = 6 LDO's).
- F. **OOS Overtime** - overtime pay for work beyond regular full-time hours for an OOS position (i.e. 40 hours/week) shall not be paid. All hours worked in excess of the variable hours agreement, but within the regular full time hours for the position, will be paid at straight time.

### 2. Benefits

- A. **Pension** - benefits earned and contributions made, shall be in accordance with the terms and conditions of Schedule A, Bylaw #3125. Employees shall be credited service on the basis of hours worked as a percentage of full time

hours for the position. For the purpose of determining eligibility for early retirement, or vesting and lock-in of pension benefits, continuous calendar years shall be used. Continuous calendar years means calendar years continuously in employment at the City of Regina.

- B. Long Term Disability (LTD)** - employees are required to make contributions based on actual salary earned while on variable hours and LTD benefits shall be earned accordingly. For the purpose of serving the required waiting period, 120 calendar days shall be required. For the purpose of determining the benefit payable, employees who are on, or have been on variable hours of work during the previous calendar year, shall earn benefits on the actual salary earned for that year.
- C. Group Life Insurance** - employees will be eligible for coverage; coverage and premiums will be calculated on actual salary earned.