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Union proposal #10 response within ten (10) work days of the request Alt work schedules
April 11, 2019

1 Time: _____ Date: _____
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4 SEIU Local 1021
5 Welfare Supervisory Unit
6 To
7 Sacramento County
8

9 Union makes the following proposal under Sections 6.3 9/80 Work Schedules and .
10 6.4 Four-Day, Forty Hour Workweek. Union proposes new language to include a 10
11 day response time to request for Section 6.3 and Section 6.4:
12

13 6.3 9/80 WORK SCHEDULES
14

15 a. An appointing authority, with prior approval of the County Executive, may
16 approve requests of employees covered by this Agreement in their department to work
17 a 9/80 work schedule.
18

19 b. For reference purposes only, this subsection discusses the application of
20 the 9/80 schedule for employees who do not receive time and one-half overtime. This
21 subsection does not in any way change or impact the time and one-half overtime
22 employees receive under the Agreement pursuant to Section 6.2.
23

24 (1) For employees who do not receive time and one-half overtime pay, the workweek
25 will remain from 12:00 a.m. on Sunday to 12:00 a.m. the following Sunday, a period of
26 seven (7) consecutive twenty-four hour periods.
27

28 (2) For these employees, the 9/80 work schedule is a schedule which
29 during one (1) week of the biweekly pay period the employee is scheduled to work four
30 (4) nine-hour workshifts for a total of thirty-six (36) hours, and during the other week of
31 the pay period, is scheduled to work four (4) nine-hour workshifts and one (1) eight-hour
32 workshift. All paid leave except sick leave shall be counted as time worked.
33

34 (3) For these employees working the 9/80 work schedule who are
35 eligible to earn straight-time overtime, overtime shall be earned when the employee is

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36 required to work in excess of nine (9) hours when normally scheduled to work the nine-
37 hour workshift and in excess of eight (8) hours when normally scheduled to work the
38 eight-hour workshift. Overtime shall also be earned when an employee eligible for
39 overtime is required to work in excess of thirty-six (36) hours during the week the
40 employee is scheduled to work thirty-six (36) hours, or in excess of forty-four (44) hours
41 during the week the employee is scheduled to work forty-four (44) hours.

42

43 c. For employees who do receive time and one-half overtime pay, the
44 individual employee's workweek must be redesignated by the County so that it
45 commences in the middle of the eight-hour workshift as described in Subsection b.(2)
46 above. This redesignated workweek must be in writing and specifically state the day of
47 the week and time of day that the workweek commences and the effective date of the
48 redesignated workweek. This must be completed and approved prior to the employee
49 working the 9/80 schedule and be filed in the employee's personnel file. This
50 redesignated workweek must be changed prior to the employee altering the day of the
51 week or time of day that the eight-hour workshift occurs; the redesignated workweek
52 must always commence during the middle of the eight-hour workshift. This
53 redesignated workweek must also be changed back to the standard Sunday through
54 Saturday workweek upon the employee moving off the 9/80 work schedule.

55

56 (1) For these employees, the 9/80 work schedule is a schedule in
57 which during each redesignated workweek the employee works four (4) nine-hour
58 workshifts and one (1) four-hour workshift. The two (2) four-hour workshifts are worked
59 consecutively in a manner to constitute one (1) eight-hour work period, similar to the
60 eight-hour workshift provided in Subsection b.(2) above.

61

62 (2) For these employees, overtime shall be earned when the employee
63 is required to work in excess of nine (9) hours when normally scheduled to work the
64 nine-hour workshift, and in excess of forty (40) hours during the redesignated
65 workweek. Additionally, overtime will be earned when the employee is required to work
66 more than four (4) hours when normally scheduled to work either of the four-hour
67 workshifts. All paid leave except sick leave shall be counted as time worked.

68

69 d. Employees working a 9/80 schedule shall take an unpaid meal period in
70 the middle of their nine-hour and eight-hour workshifts, or between the two (2) four-hour

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71 workshifts. Employees may receive one (1) rest period during the first half of the
72 employee's nine-hour or eight-hour workshift and one (1) rest period during the second
73 half of the nine-hour or eight-hour workshift. Employees who work two (2) four-hour
74 workshifts may receive one (1) rest period during each four-hour workshift.

75

76 e. An employee shall be granted a holiday that falls on the employee's
77 scheduled eight-hour workshift. If the holiday falls on the scheduled nine-hour
78 workshift, the remaining hour must be taken off as leave first from accumulated
79 compensating time off or holiday in lieu, and second from accumulated vacation time;
80 and, if there are no leave balances, then leave without pay. If the holiday falls when the
81 employee is scheduled to work the two (2) four-hour workshifts, then both four-hour
82 workshifts shall be deemed to be the holiday. If a holiday falls on an employee's
83 scheduled day off, the employee shall accrue eight (8) hours compensating time off.

84

85 f. Full shift absences on vacation, sick leave, compensating time off, or
86 holiday in lieu taken by employees on a scheduled nine-hour workshift shall result in the
87 deduction of nine (9) hours from the employee's accrued leave balances. Full shift
88 absences on the eight-hour workshift shall result in the deduction of eight (8) hours from
89 the employee's accrued leave balances. Full shift absences from either four-hour
90 workshift shall result in the deduction of four (4) hours from the employee's accrued
91 leave balances.

92

93 g. Employees may return to the standard five-day forty-hour workweek upon
94 the approval of their appointing authority.

95

96 h. The appointing authority shall have the right to return employee(s) to the
97 standard five-day, forty-hour workweek schedule after providing advance written notice
98 of two (2) full pay periods to the affected employee(s).

99

100 i. **A response to the request by the employee shall be given within ten**
101 **(10) work days of the request. If the request is denied, the reasons**
102 **for the denial shall be given to the employee at the time of the denial.**
103 **Such reasons shall not be arbitrary or capricious.**

104

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105 6.4 FOUR-DAY, FORTY-HOUR WORKWEEK

106

107 An appointing authority, with prior approval of the County Executive, may assign
108 employees covered by this Agreement to work a work schedule consisting of four (4)
109 ten-hour workdays per week, subject to the following conditions:

110

111 a. Overtime: Employees shall earn overtime compensation in accordance
112 with Section 6.1, except that such overtime shall be earned when employees work in
113 excess of ten (10) hours per day or forty (40) hours per week.

114

115 b. Sick Leave: Sick leave with pay shall be accrued, accumulated, and taken
116 in accordance with Section 9.2 of this Agreement and Subsection d. below.

117

118 c. Vacation leave: Vacation leave with pay shall be accrued and used in
119 accordance with Section 9.1 and Subsection d. below.

120

121 d. Leave Usage: Full shift absences on vacation, sick leave, compensating
122 time off, or holiday in lieu taken by employees on a scheduled ten-hour workshift shall
123 result in the deduction of ten (10) hours from the employee's accrued leave balance.

124

125 e. Holidays: Employees shall be granted the day off in accordance with
126 Section 8.1 of the Agreement if a holiday falls on an employee's scheduled workday,
127 except that the remaining two (2) hours must be taken off as leave first from
128 accumulated time off, and second from holiday in lieu or accumulated vacation time;
129 and, if there are no leave balances, then leave without pay. If a holiday falls on an
130 employee's scheduled day off during the normal Monday through Friday workweek, the
131 employee shall accrue eight (8) hours of compensating time off.

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133 f. Holiday In Lieu : Employees who work in a unit for which the normal
134 work schedule includes Saturdays, Sundays, and holidays shall accrue eight (8) hours
135 holiday time every four (4) weeks in accordance with HIL requirements, except that in-
136 lieu days off shall be for a ten-hour workday.

137
138 g. Other Provisions: All other provisions of this Agreement shall apply to
139 employees who work a ten-hour day/forty-hour workweek in the same manner as such
140 provisions apply to employees who work a regular eight-hour/forty-hour workweek.

141
142 h. Return to Normal Five-Day Schedule: The County shall have the right to
143 discontinue the four-day work schedule by giving the Union ten (10) day's notice.

144
145 i. **A response to the request by the employee shall be given within ten**
146 **(10) work days of the request. If the request is denied, the reasons**
147 **for the denial shall be given to the employee at the time of the denial.**
148 **Such reasons shall not be arbitrary or capricious.**

149