

## SEIU LOCAL 521 PROPOSALS TO Kern County

SEIU RESERVES THE RIGHT TO MODIFY, DELETE OR ADD TO THE FOLLOWING PROPOSALS

SEIU Proposal # 6

Article III Section 9

Work Schedules

### Proposing New Section

In order to improve efficiencies, maximize service to the public and assist employees in relieving the increased demand for services, employees covered by this Agreement may request in writing either a 9/80, 4/10 or other flexible work schedule. Each County department head shall have the full discretion to grant or deny each request. A response to the request shall be provided in writing no later than ~~6~~30 days following receipt of the request. If the request is denied, the response shall include the reason for the denial.

An employee assigned to work a 9/80, 4/10, or other flexible work schedule may be required by the department head to return to a regular work schedule upon 30 days' written notice to the employee. An employee assigned to a normal work schedule may be required to change their start time or days off upon ~~30~~14 days' written notice to the employee. The County agrees it must meet and confer on the impact of this decision provided that the specific impacts ~~are~~ identified in writing in any request to meet and confer from the employee or SEIU prior to the conclusion of the relevant notice period. The requirement to meet and confer prior to the implementation of the schedule change shall not apply to emergencies.

Any worksite changes over 50 miles will get an additional 30 day's notice.

If an employee is denied an alternative schedule, the Union can request a meet and confer.

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### Replaces: Article III Section 9

#### Work Schedules

##### a) Hours of Operation

It is recognized that unless otherwise established by agreement or practice, the regular County business hours are 8:00 a.m. to 5:00 p.m. and adequate coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight (8) hour shifts with either one-half (1/2) hour or one (1) hour lunch periods may be established with starting and quitting times between 6:00 a.m. and 9:00 p.m.

##### b) Alternate Hours Schedules

It is understood that workers have the right to meet and confer at the department level on alternate hours. The parties agree that shift selection based on seniority, merit and ability being adequate, may be an appropriate method for determining shift assignments; however, the department may establish other criteria based on operational considerations.

Matters subject to alternate hours schedule negotiations under this Agreement to proceed as follows:

##### 1. Negotiations

The Union or the department shall make prompt request to meet and confer, specifying the matter to be negotiated. The other party shall respond promptly, and they shall commence meeting and conferring at the earliest mutually agreeable date and attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

##### 2. Impasse

If impasse is declared, the Union and the County shall commence mediation-arbitration which shall not exceed thirty (30) calendar days. The results of mediation-arbitration are advisory to Board of Supervisors. Costs of mediation-arbitration are to be split equally between the County and the Union.

##### 3. Board of Supervisors

Recommendations reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendaized and referred to the Board of Supervisors for appropriate action.

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