

APPENDIX I
5/2 – 5/3 WORK SCHEDULE IN DATA UNIT

Facts:

1. The average number of workdays per year in a 5/2-5/3 schedule is 243.3.
2. The average number of workdays in a normal 5/2 schedule with twelve (12) holidays is 260.7.
3. The differential of seventeen-point-four (17.4) days off is made up by including the ten (10) legal holidays and two (2) personal holidays into the 5/2-5/3 furlough schedule.
4. After inclusion of these holidays there remains a differential of five-point-four (5.4) additional days off. This differential is recovered (made up) by requiring the affected employees to work the five (5) extra days during the calendar year as factored into their assigned shift/furlough schedule (see attached annual schedule for furlough and work days).

Article 9, section 4 of the 519 Non Commissioned collective bargaining agreement (CBA) provides for agreements with respect to “alternative work schedules” “mutually agreed to” by the employee and management, “for so long as the parties agree, in writing”. This Agreement is consistent with this provision.

The following terms apply to all agreements regarding alternative work schedules:

1. Management will clearly outline the hours the employee is expected to work.
2. The alternative work schedule must not increase the need for overtime, and employee availability to work overtime must not be reduced.
3. Vacation and sick leave shall be used on an hour for hour basis.
4. Overtime continues to be paid after forty (40) hours in a week, consistent with the terms of the current CBA.
5. The employer may cancel the alternative work schedule arrangement and revert back to the traditional 5/2 schedule for any reason with thirty (30) calendar days written notice to the affected employee. The decision to take an employee off the alternative work schedule and put him/her back on a 5/2 schedule may not be grieved under Article 12 Grievance Procedure of the applicable CBA.

6. The following terms apply to the experimental 5/2 5/3 schedule in the KCSO Data Unit:

- a. KCSO will put together a schedule consistent with the numbers outlined in Facts above.
- b. Holidays: The current CBA Article 4, sections 2 and 4, will not be applied to employees working a 5/2 5/3 schedule. The ten (10) legal holidays and two (2) floating holidays are included in the total number of furlough days of the 5/2 5/3 schedule and thus the current contractual provisions relating to holidays that fall on furlough and floating holidays do not apply. Holiday leave shall be applied to the employees working the 5/2 5/3 schedules in the following manner:

If holiday falls on a scheduled workday, the employee receives four (4) hours extra pay per employee.

If holiday falls on a scheduled furlough day, the employee receives zero hours extra pay per employee.

This Agreement is not intended to supplement Article 9, section 4 of the current CBA. It does not replace any provision of the current CBA.