

Temporary Reduced Workweek Schedules

4.2.12

PURPOSE

The Reduced Workweek Schedule (RWW) program allows eligible full-time employees to request a temporary weekly work schedule of less than forty (40) hours each week. Within the criteria cited here in and subject to approval, employees may elect a work a schedule that meets the specific needs of the employee and/or the needs of the work unit.

AUTHORITIES

Applicable Memoranda of Agreement (MOA) will state which employees are eligible, and may establish additional eligibility requirements. The provisions of the applicable MOA will supersede the general provisions of this policy.

POLICY

1. Eligibility

All non-sworn, permanent, full-time employees are eligible to participate. Employees may NOT participate in the Reduced Workweek Program in conjunction with or apply for or maintain an Alternative Work Schedule. Employees on a reduced workweek schedule of less than thirty-five (35) hours per week are NOT eligible for the Health-in-Lieu program.

2. Scheduled Work Hours

The elected RWW may vary in the number of hours scheduled per day. The total hours scheduled must be identical for each workweek.

3. Approval Process

Reduced Workweek Schedules must be recommended for approval by the employee's supervisor and approved by the Department Director or Designee. Schedules requested for personal reasons may be approved for a period of up to six (6) months and may be extended or renewed in so as long as the schedule is mutually acceptable. Schedules should be submitted for approval at least one (1) pay period prior to the requested start date. If the Reduced Workweek is being requested on the basis of any work restrictions, please submit any relevant documentation.

4. Term

Once approved, the RWW schedule is intended to be a temporary schedule accommodation for the employee that will terminate on the date indicated. If the end date is unknown at the time of submission, Section 1 of the RWW application must reflect a future scheduled review of a RWW schedule. A separate application must be submitted for an extension of a current RWW Agreement if the schedule is to be extended past a previously provided termination date. However, should the needs of the employee or the work unit dictate, a RWW may be terminated at any time with reasonable notice. In addition, a RWW Agreement will terminate upon transfer, promotion or demotion of the employee.

5. Benefits

Benefits provided to City employees are based upon the *scheduled* hours of work per week. City contributions for health, dental, and life insurance for employees with a RWW Agreement are prorated at the rates shown below. An amount equal to the reduction of the City's contribution will increase

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employee contributions. In other words, the employee will be required to make up for the amount the City no longer pays. This may result in a significant increase in the employee’s contribution. Once an employee has entered into a RWW Agreement and stipulated the number of hours scheduled to work per week, the employee receives the benefits at the corresponding prorated amount **even if the actual hours worked exceed that amount.** Employees must make a change to their RWW Agreement in order to receive a higher benefit rate.

- 35 – 39.9 regular work hours per week = Full time benefits**
- 30 – 34.9 regular work hours per week = 75% Full time benefits**
- 25 – 29.9 regular work hours per week = 62.5 Full time benefits**
- 20 – 24.9 regular work hours per week = 50% of Full time benefits**

6. Salary Continuation Insurance

Employee must work at least twenty (20) hours per week to be eligible for salary continuation insurance. Premiums are reduced in proportion to salary reduction. Salary continuation Insurance is automatically discontinued for employees working less than twenty (20) hours per week. If an employee returns to a higher benefit level and wishes to re-apply, **the employee’s medical history is subject to review by the insurance carrier: pre-existing conditions will not be waived.** Contact Human Resources, Benefits Division for details.

7. Personal Leave and Executive Leave

Some MOAs between the City and its bargaining units, or compensation summaries for employee units, may provide that employees on a reduced work week schedule will receive a prorated amount of personal leave or executive leave based on the number of hours indicated on the reduced work week agreement, even if the actual hours worked exceed that amount. These provisions include, but may not be limited to, the following:

Scheduled Work Hours per Week	Benefit Level	OE#3, MEF, IBEW, ABMEI, POPRA, SJPDA (Personal Leave)	AMSP (Personal Leave)	AEA, ALP, CAMP, & Unit 99 (Executive Leave)
35 – 39.9 hours per week	100%	32 hours	24 hours	48 hours
30 – 34.9 hours per week	75%	24 hours	18 hours	36 hours
25 – 29.9 hours per week	62.5%	20 hours	15 hours	30 hours
20 – 24.9 hours per week	50%	16 hours	12 hours	24 hours
Less than 20 hours per week	Unbenefited	None		

Please refer to the applicable MOA for further details related to the proration of personal and/or executive leave based on an employee’s reduced workweek schedule.

8. Vacation and Sick Leave Accruals While on RWW

Vacation- Vacation is accrued based on each hour worked.

Sick Leave- All employees accrue sick leave at the rate of 0.04616 hours for each hour of paid time/worked.

9. Leave Time Taken While on RWW

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Any compensation under any paid leaves will reflect the employee’s reduced schedule. For example, if an employee is scheduled to work four (4) hour days, and the employee is on vacation on Monday, the employee would use four (4) hours of vacation. Disability, military, or other paid leave status eligibility is not affected by an employee’s Reduced Workweek Schedule currently in progress.

10. Overtime

Overtime is defined as any hours worked in excess of forty (40) hours in a workweek. Overtime is inconsistent with RWW. Employees should not regularly work in excess of their scheduled hours and/or overtime while on RWW. If the operational needs of the work unit or department change requiring the employee to increase their weekly hours worked and/or to include reoccurring overtime, the RWW agreement should be reassessed to determine if termination is appropriate.

11. Salaried Employees

FLSA exempt or salaried employees who are on an approved Reduced Workweek schedule will be compensated at a set salary based on the established number of hours of their reduced work schedule.

Salaried employees on an approved reduced work week should report all absences and utilize an appropriate paid leave (such as vacation, sick leave, executive leave, etc.) for all absences.

12. Step Increases

Step increases are based on paid hours and are effective the first pay period following the accrument of 2,080 paid hours at the previous step.

13. Holidays

Holiday pay is prorated as follows:

<u>Scheduled Hours Per Week</u>	<u>Holiday Pay</u>
35.0 – 39.9	8 Hrs.
30.0 - 34.9	6 Hrs.
25.0 – 29.9	5 Hrs.
20.0 – 24.9	4 Hrs.
19.9 or less	0 Hrs.

If the number of holiday hours exceeds the number of hours the employee would have worked on that day, the employee may receive the excess hours as regular holiday pay, comp-time, or may arrange with their supervisor to take those hours as paid time off during the same workweek (management employees are not eligible to receive comp-time.) If the number of holiday hours is less than the employee would have worked on that day, the employee may arrange with their supervisor to work additional hours or supplement the time with their own accrued balances. Contact the Office of Employee Relations for more details.

14. Dues Deductions

Dues deductions for membership or agency fee as specified under the applicable MOA **are not** prorated for employees participating in a Reduced Workweek schedule and will continue to be deducted based on an employee’s position in a full-time classification.

CITY OF SAN JOSÉ TEMPORARY REDUCED WORKWEEK AGREEMENT

Instructions:

1. Print or type information in Section 1.
2. Forward application to Supervisor and Department Director/Designee for completion of Sections 2 & 3.
3. **Forward all approved and declined applications to the Office of Employee Relations or fax to 292-6436.**

Section 1: To be completed by Employee

Name (Last, First):	Class/Title:	Ext:
Department:	Supervisor/Ext:	Emp. #

I voluntarily agree to a reduced work schedule of _____ regular work hours per week. **My benefits will continue according to the schedule below.**

- 35 – 39.9 regular work hours per week = Full time benefits**
- 30 – 34.9 regular work hours per week = 75% Full time benefits**
- 25 – 29.9 regular work hours per week = 62.5 Full time benefits**
- 20 – 24.9 regular work hours per week = 50% of Full time benefits**

This agreement shall begin on _____ and be terminated on _____
(date and pay period) (date and pay period)

The start date must coincide with the beginning of a pay period and begin at least one pay period after submission date. The end date must coincide with the end of a pay period. If no termination date is available please note date upon which application will be reviewed.

- I understand the City's contributions toward my benefits will continue at the level stipulated above until the termination of this agreement.
- I understand this agreement may be terminated by myself or my Department with reasonable notice.
- I understand that my benefits category will not change even if I work more hours than indicated above, unless I submit a new agreement or termination of my reduced workweek.
- This agreement is automatically terminated upon my promotion, demotion or transfer.
- I have read and understand the information and conditions provided in CPM 4.2.12.

Employee Signature: _____ Date: _____

Section 2: To be completed by Supervisor

Approval is: _____ Recommended _____ Not Recommended
I have reviewed and considered the service level impacts of this request and I also have verified it will not result in unintended overtime.
Signature: _____ Date: _____

Section 3: To be completed by Department Director/Designee

RWW Agreement is: _____ Approved _____ Not Approved
I have reviewed and considered the service level impacts of this request and I also have verified it will not result in unintended overtime.
Signature: _____ Date: _____

Section 4: To be completed by Employee and Supervisor for termination of RWW Agreement

This RWW schedule is terminated effective _____. (Note: Termination date must coincide with the beginning of a pay period.)
Employee Signature: _____ Date: _____
Supervisor's Signature: _____ Date: _____