

# SLO DSA - Rest Break Grievance

Inbox



**Vance Piggott**

to Peter, Damian, me

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Pete and Damian, (cc to Lars)

As you may know, last month Lars and I filed a grievance on behalf of all DSA represented classifications based upon the County's failure to provide 15 minute rest breaks for each four-hour block of work, as provided for in the Sheriff's Office and County Policies. The Grievance is attached. Lars and I just got off the conference call with the County as part of the Step II grievance process (we stipulated to bypass Step I). I wanted to provide you with a summary of our discussions as the County wants to address a portion of this issue at the bargaining table.

First, by way of background, DSA members are essentially never permitted to take 15 minute breaks as required by the relevant policies. At most, they can request someone to cover for them briefly and hope someone is available. We framed the issue that currently any amount of break during a shift is a rare exception, while a 15 minute break per four hour period is actually the rule. We requested that a procedure be established which will generally provide members with the required rest breaks and back pay for employees who have not been afforded their rest break, for whatever reason.

Second, the County seemed blindsided by this grievance and were somewhat annoyed that this issue was not raised during the last round of bargaining. We explained that a violation of SO and County policies are covered exclusively by the Grievance Procedures. Nevertheless, they were miffed and initially requested that the grievance just be handled entirely at the bargaining table. I told them that we did not want that, though did agree that some of the issue may be properly addressed at the bargaining table, as discussed below.

Third, the County asked if the grievance is a "staffing issue." Lars did very well to explain that the grievance has nothing to do with staffing, but is based purely on the refusal to provide breaks that are guaranteed by the policies. He acknowledged that while the solution may require additional staffing and made clear that the staffing issues cannot negate the members' rights to breaks.

Lastly, the County has suggested that the issues with the breaks be resolved somewhat piece-meal. While I do not generally like to do it that way, I believe it makes sense here. We have agreed to try to resolve the issues as follows: (1) the County will put together a "working group" to try to figure out a procedure which will allow rest breaks going forward. I will handle this aspect of it as part of the resolution of the Grievance; (2) the County wants to handle the "compensation" piece going forward at the bargaining table

as it is an element of wages. This will essentially be an agreed upon penalty paid to members if they do not get their rest breaks. I specifically told them that at bargaining the discussion will be on a going forward basis only; and (3) Once we have an agreement on the procedures for providing breaks, we will come to an agreement on the backpay aspect for those who were not provided a grievance until the break procedure is put into place.

Please ensure that the County does not try to roll the entire resolution of the grievance into the bargaining as they really pushed for that. Lars and I agree that the grievance procedure allows us to hold them to the rest break requirement while if they are permitted to negotiate on it, we will end up with something far less favorable.

Of course, feel free to reach out to me with any questions.

Thanks,

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