



Lakeside Plaza Building  
1401 Lakeside Drive, Suite 200  
Oakland, CA 94612-4305  
TDD: (510) 272-3703

**Human Resource Services**

---

May 12, 2020

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

SUBJECT: ADOPT A SALARY ORDINANCE AMENDMENT TO AMEND SUBSECTION 3-11.27 OF ARTICLE 3, SECTION 11 FOR THE GENERAL SERVICES AGENCY; AND ADOPT ONE (1) SIDELETTER OF AGREEMENT WITH TEAMSTERS UNION LOCAL 856 RELATED TO THE IMPLEMENTATION OF THE PRETRIAL DIVISION PILOT FOR THE ALAMEDA COUNTY PROBATION DEPARTMENT

Dear Board Members:

**RECOMMENDATIONS:**

- A. Adopt a Salary Ordinance amendment to amend subsection 3-11.27 of Article 3, Section 11 to extend a footnote provision for three (3) classifications: Janitor (Job Code #7410NM); Janitor, Floor Specialist (Job Code #7411NM); and Lead Janitor (Job Code #7415), in the General Service Agency ("GSA") to December 26, 2020; and
- B. Adopt one (1) Sideletter of Agreement ("Sideletter") between the County of Alameda ("County") and Teamsters Local Union 856 ("Teamsters") to amend the Memorandum of Understanding ("MOU") to implement applicable provisions relative to the Pretrial Division Pilot for the Alameda County Probation Department ("ACPD"), retroactive to February 9, 2020.

**DISCUSSION/SUMMARY:**

On June 19, 2018, your Board adopted a Salary Ordinance amendment to establish a footnote for three (3) classifications: Janitor (Job Code #7410NM); Janitor, Floor Specialist (Job Code #7411NM); and Lead Janitor (Job Code #7415) in GSA, which provided for an additional five percent (5%) compensation when assigned to work at the County Santa Rita Jail facility. The footnote addressed recruitment and retention issues with these classifications at this specific facility. The footnote included a sunset date effective June 27, 2020 to allow time for staff in the Personnel Services Division of the Human Resource Services Department to work with GSA on exploring alternative options and reach a more permanent solution that addressed said issues. Staff is working closely with GSA to address said issues and anticipate finalizing the matter by December 26, 2020. Thus, staff requests to extend the sunset date of this footnote to December 26, 2020.

On February 25, 2020, your Board adopted one (1) Sideletter between the County and Teamsters (collectively, the "Parties") that implemented the Pretrial Division Pilot in ACPD, specifically the alternate biweekly work schedule of 14 consecutive days, consisting of a 12-hour workday (36-hours in one (1) week and 48-hours in the other week), pursuant to Section 207(k) of the FLSA and CFR Part 553, effective February 9, 2020. The alternate biweekly work schedule is applicable to employees in the classifications of Deputy Probation Officer I (Job Code #6108NM); Deputy Probation Officer II (Job Code #6110NM); and Deputy Probation Officer III (Job Code #6115NM) assigned to the Assessment Unit of the Pretrial Division. After your Board adopted said Sideletter on February 25, 2020, the Parties concluded its meet and confer on the impacts of the County's decision to implement the Pretrial Division Pilot in ACPD in its entirety. The discussions between the Parties resulted in a subsequent Sideletter (Attachment 1) that includes modifications to Sections 6 (Hours of Work; Schedules and Shifts; Rest Periods); and 7 (Overtime) of the Teamsters MOU; as well as implements various applicable provisions relative to the Pretrial Division Pilot. We recommend that your Board adopt the attached new comprehensive Sideletter between the Parties, retroactive to February 9, 2020.

**FINANCING:**

Funds are available in the 2019-2020 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from these actions.

**VISION 2026 GOAL:**

The Salary Ordinance amendments meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

DocuSigned by:


*Joe Angelo*

2CC022F934DA404...

Joe Angelo, Director  
Human Resource Services

c: CAO  
Auditor-Controller  
County Counsel  
Director, GSA  
Chief Probation Officer

Approved as to Form  
DONNA ZIEGLER, County Counsel

By   
Kristy van Herick, Asst. County Counsel

O-2020-28

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE 2019 – 2020  
COUNTY OF ALAMEDA SALARY ORDINANCE

The Board of Supervisors of the County of Alameda ordains as follows:

**SECTION I**

**Article 3, Section 3-11** of the County of Alameda Salary Ordinance is hereby amended to read as follows:

3-11.27 - Effective July 1, 2018, persons occupying positions under Job Codes 7410 Janitor, 7411 Janitor, Floor Specialist, and 7415 Lead Janitor, when assigned on a regular basis to the Alameda County Santa Rita Jail facility which requires dealing with ongoing challenging working conditions, shall receive an additional five ~~(5)~~ percent (5%) compensation. This footnote shall sunset effective ~~June 27~~ December 26, 2020.

**SECTION II**

This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **2<sup>nd</sup>** day of **June, 2020**, to wit:

**AYES:** Supervisors Carson, Chan, Haggerty & Miley – 4

**NOES:** None

**EXCUSED:** President Valle – 1



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30447  
Agenda No: 42  
Document No: O-2020-28



I certify that the foregoing is a correct copy of a Ordinance adopted by the Board of Supervisors, Alameda County, State of California

**ATTEST:**  
Clerk, Board of Supervisors

By: R Bauly  
Deputy

SIDELETTER OF AGREEMENT  
BETWEEN  
TEAMSTERS, LOCAL UNION 856  
AND  
THE COUNTY OF ALAMEDA

**PRETRIAL PILOT**  
February 9, 2020

The parties to this Sideletter of Agreement ("Sideletter") are the County of Alameda (the "County") and the Teamsters, Local Union 856 (the "Union").

This Sideletter is the result of discussions between the parties related to the impact of the County's decision to implement the Pretrial Pilot requiring the establishment of an alternate work schedule that encompasses a twelve (12)-hour workday. Subsections 7.A. and 7.C. (Overtime Compensation) of the Memorandum of Understanding ("MOU") between the County and the Union requires the payment of overtime over forty (40) hours in a week. In order for the Probation Department to implement the Pretrial Pilot 24/7-required staffing coverage for the Assessment Unit of the Pretrial Division, the parties agree to implement an alternate work schedule applicable to employees in the classifications of Deputy Probation Officer I (Job Code 6108) ("DPOI"); Deputy Probation Officer II (Job Code 6110) ("DPOII"); Deputy Probation Officer III (Job Code 6115) ("DPOIII") assigned to the Probation Department Pretrial Division Assessment Unit. The Pretrial Division alternate work schedule will be a defined work period of fourteen (14) consecutive days, consisting of a twelve (12)-hour workday (thirty-six (36)-hours in a seven (7) day workweek; forty-eight (48)-hours in the alternate seven (7) day workweek of the fourteen (14) day work period), including all or part of the weekend.

The parties have conferred and consulted with one another regarding the impact and have entered into this Sideletter in a good faith effort to address the issues raised by the County and the Union in order to protect, to the fullest extent possible, wages, hours, and terms and conditions of employment of County employees represented by the Union. The parties agree to modify subsection 6.D. (Biweekly Work Schedule for Deputy Probation Officers) by adding subsection 6.D.1. to implement a biweekly work schedule under which an employee who would normally be subject to a forty (40)-hour work week, is scheduled to work eighty-four (84) hours during a fourteen (14) day work period and thus would only be entitled to overtime compensation for the time worked in excess of the scheduled eighty-four (84) hours in a biweekly pay period. During the fourteen (14)-day work period, the employee will work a schedule of eighty-four (84) hours consisting of a twelve (12)-hour workday flexible work schedule pursuant to section 207(k) of the Fair Labor Standards Act (FLSA) and Code of Federal Regulations (CFR) Part 553. The twelve (12)-hour workday flexible schedule shall be for Probation Department employees involved in law enforcement activities working in the Pretrial Pilot, that include but not limited to providing the Court with release and detention recommendations and enforcing Court orders; supervision and monitoring of clients for Court compliance, and notifying the Court regarding violations of pretrial release.

The parties agree to amend the MOU between the County and the Union as follows:

**SECTION 6. HOURS OF WORK; SCHEDULES AND SHIFTS; REST PERIODS**

- 6.D. **BIWEEKLY WORK SCHEDULE FOR DEPUTY PROBATION OFFICERS.** Notwithstanding subsections 7.B. and 7.C. of this MOU, in those cases in which DPOs working in the Probation Department and the Chief Probation Officer or his/her designee agree to a fixed flexible work schedule, the Deputy will work no more than forty (40) hours in a designated seven (7)-day work period. Any flexible work schedule shall begin and/or end on dates which agree with the County's



biweekly pay periods. Employees will be entitled to overtime compensation only for approved time worked in excess of forty (40) hours in a seven (7)-day period. DPOs subject to a flexible work schedule shall not be entitled to more than eight (8) hours off with pay on paid holidays and shall be required to makeup during the pay period in which the holiday falls the difference between eight (8) hours and the length of the work day which the employee would have been scheduled to work had the holiday been a normal work day on the adjusted schedule. The employee shall not be entitled to overtime compensation for working said holiday makeup hours. If an employee is scheduled to work less than eight (8) hours on a holiday, an employee shall be entitled to eight (8) hours of time off.

The Chief Probation Officer or his/her designee shall, in his/her discretion, determine which, if any, classifications and positions shall be eligible for the flexible work schedule and retains the right, upon appropriate notice to the Union and after meeting and conferring if requested by the Union, to make changes in the classifications and positions eligible for such flexible schedule or to eliminate the program in its entirety.

1. **Overtime Payment:** Provided further, notwithstanding subsections 7.A. and 7.C. (Overtime Compensation) of this MOU, in those cases in which DPOs involved in law enforcement activities assigned to the Probation Department Pretrial Pilot, and whose duties include but not limited to providing the Court with release and detention recommendations and enforcing Court orders; supervision and monitoring of clients for Court compliance, and notifying the Court regarding violations of pretrial release, and who are scheduled to work an alternate work schedule of forty-eight (48) hours one week and thirty-six (36) hours in the next week as defined below in subsection 6.D.2. (Alternate Biweekly Work Schedule), shall be entitled to overtime compensated at the rate of one and one-half (1.5) times the hourly rate as defined in subsection 7.E.1 (Rates Defined) for all hours worked in excess of their scheduled work period of eighty-four (84) hours. Such overtime work performed in the course of the Pretrial Pilot shall be compensated in cash, in compensatory time off (subject to the maximum accrual in subsection 7.H.1 (Maximum Accrual), or a combination thereof, at the option of the Agency/Department Head.
2. **Alternate Biweekly Work Schedule:** Notwithstanding subsection 6.B. (Work Day and Work Week) of this MOU, an employee working in the Probation Department Pretrial Pilot Assessment Unit may be assigned to a biweekly (fourteen (14) consecutive day) work period, consisting of an alternate biweekly work schedule of forty-eight (48) hours one week and thirty-six (36) hours in the other week of the pay period.
3. **Absence:** An employee working in the Probation Department Pretrial Pilot Assessment Unit assigned to a biweekly (fourteen (14) consecutive day) work period, consisting of an alternate biweekly work schedule of forty-eight (48) hours one week and thirty-six (36) hours in the other week of the pay period, who is absent from work on paid leave will have twelve (12) hours subtracted from the appropriate leave balance.
4. **Holiday:** An employee working in the Probation Department Pretrial Pilot Assessment Unit assigned to a biweekly (fourteen (14) consecutive day) work period, consisting of an alternate biweekly work schedule of forty-eight (48) hours one week and thirty-six (36) hours in the other week of the pay period, who is normally scheduled to work on a day on which a holiday falls, and who is absent on that day shall be considered to be on holiday leave as provided in subsection 9.E. (Holiday Compensation) and shall not be entitled to more than eight (8) hours off for the holiday. The employee shall be required, by submission of either a compensatory time off request or vacation request (if there is no accrued compensatory time) to make up

during the pay period in which the holiday falls, the difference between eight (8) hours and the length of the shift which the employee would have worked except for the holiday leave. In the event that the employee has no accrued compensatory time or vacation, the difference between eight (8) hours and the length of the shift which the employee would have worked except for the holiday leave and notwithstanding Administrative Code Section 3.16.030 shall be reported as leave of absence without pay. In the event an employee works longer than the normal work period as set forth in Section 6.D.2. (Alternate Biweekly Work Schedule) of this MOU by virtue of having worked a holiday, said employee shall be compensated at a premium rate of one and one-half (1.5) times the regular straight time hourly rate, as provided in Section 7.D. (Rate of Overtime Compensation).

## **SECTION 7. OVERTIME**

- A. Overtime work is all work performed pursuant to Section 6. (Hours of Work; Schedules and Shifts; Rest Periods), subsection 6.A. (Hours of Work Defined) in excess of the work week set forth in Section 6. (Hours of Work; Schedules and Shifts; Rest Periods), subsections 6.B. (Work Day and Work Week) and 6.C. (Work Schedule and Shifts).

1. Provided further that for employees involved in law enforcement activities assigned to work in the Probation Department Pretrial Pilot working a twelve (12)-hour workday flexible work schedule, overtime work shall be defined as all work performed pursuant to subsections 7.A. and 7.C. (Overtime Compensation) in excess of the work period set forth in subsections 6.D.1. (Overtime Payment) and 6.D.2. (Alternate Biweekly Work Schedule) of this MOU and pursuant to section 207(k) of the Fair Labor Standards Act (FLSA) and CFR Part 553 regarding hours worked in excess of the one hundred seventy-one (171) hours in a twenty-eight (28) day work period.

Holidays which fall on an employee's regular day off shall be compensated at the regular straight-time hourly rate.

- B. **HOW OVERTIME IS AUTHORIZED.** All hours worked for the County shall be in accordance with the employee's assigned work schedule. Any overtime hours worked shall be pre-approved in advance by the Agency/Department Head or the Agency/Department Head's representative or, in cases of unanticipated emergency, shall be approved by the Agency/Department Head after such emergency work is performed and shall be reported to the assigned supervisor by the next business day.

- C. **OVERTIME COMPENSATION.** All employees shall receive overtime compensation in cash, in compensating time off, or a combination thereof, at the option of the Agency/Department Head, as follows and consistent with subsection H. (When Compensating Time Off May Be Taken or Paid) herein:

1. The method of compensation for cash payment of overtime worked shall be as follows:
  - a. Employees covered by the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half (1.5) for overtime worked as provided above based on the hourly rate defined in 7.E.2. provided, however, that time and one-half (1.5) the employee's Fair Labor Standards Act regular rate defined in 7.E.2. shall be paid for all actual hours worked in excess of forty (40) hours (excluding holidays and paid leave time) in an employee's designated work period.

Services as needed Probation Interns shall be paid time and one-half (1.5) for overtime worked as provided above based on the hourly rate defined in Appendix A. provided,



however, that time and one-half (1.5) shall be paid for all actual hours worked in excess of forty (40) hours in an employee's assigned work week.

- c. Notwithstanding subsection 7.E.2., employees working in the Probation Department Pretrial Pilot Assessment Unit scheduled to work an alternate biweekly work schedule of forty-eight (48) hours one week and thirty-six (36) hours in the other week of the pay period as defined in subsection 6.D.1. of this MOU, shall be entitled to overtime compensation at the rate of one and one-half (1.5) times the hourly rate as defined in subsection 7.E.1., for all hours worked in excess of eighty-four (84) hours in a biweekly pay period. Such overtime shall be compensated in cash, in compensatory time off, or a combination thereof, at the option of the Agency/Department Head.

- D. **RATE OF OVERTIME COMPENSATION.** All employees covered by the overtime provisions of the Fair Labor Standards Act shall receive overtime compensation at a premium rate of 1-1/2 the regular straight-time hourly rate. Compensation will be made pursuant to subsection C. above.

- E. **RATES DEFINED.**

1. For purposes of this section, the hourly rate shall be defined as follows:
  - a. For employees working a forty (40)-hour workweek, the hourly rate shall be the biweekly rate divided by eighty (80).
  - b. For employees assigned to the alternate biweekly work schedule defined in subsection 6.D.2. (Alternate Biweekly Work Schedule), the hourly rate shall be defined as the biweekly rate shown in Appendix A divided by eighty (80).
2. For purposes of this Section 7 (Overtime), the Fair Labor Standards Act regular rate shall be defined as follows:

An employee's regular rate shall include, in addition to his/her hourly rate as defined in subsection E.1., any applicable salary ordinance footnote and any applicable premium payment pursuant to subsections 13.A.B.C.E. and G. of this MOU.

- F. **FRACTIONS OF LESS THAN ONE-HALF HOUR PERIOD.** Overtime payment shall be compensated in cash or time off in increments of one-tenth (1/10) hour period.

- G. **WHEN OVERTIME SHALL BE PAID.** Cash compensation for overtime worked shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

- H. **WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID.**

1. **Maximum Accrual:** Compensating time off earned on or after April 15, 1986 may be accrued to a maximum of one hundred (100) hours, and any employee who has accumulated one hundred (100) hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensating time off balance is reduced below one hundred (100) hours. Notwithstanding the foregoing, an employee may exceed the one hundred (100)-hour maximum when an emergency or other unusual circumstance exist and the department/agency has obtained approval of the County Administrator's Office to grant compensating time off in excess of one hundred (100) hours.



Scheduling compensating time off shall be by mutual agreement of the employee and the Agency/Department Head provided that the agency/department may require that an employee adjust his/her work week in order to avoid overtime penalties.

An employee covered by the overtime provisions of the Fair Labor Standards Act who has accrued compensating time off in accordance with this subsection shall upon separation from County service be paid for unused compensating time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three years of employment or the final regular rate received by such employee, whichever is higher. An employee shall be paid off for any unused in lieu and/or compensating time off, up to a maximum of one hundred (100) hours, upon resignation/reinstatement or transfer to another agency/department. An employee shall be paid off for unused in lieu and/or compensating time off, up to a maximum of one hundred (100) hours, prior to appointment from a position which is eligible to accrue compensatory or in lieu time off to one which is not eligible to accrue compensatory or in lieu time off.

The parties further agree to the following provision of this Sideletter of Agreement relative to arming, payroll errors, training, overtime posting, and shift swap:

1. **Assessment Unit Armed Status**

DPOs working in the Assessment Unit may maintain armed status and may attend regular firearms proficiency and qualifications trainings. Probation Department management will ensure DPOs are available to attend such trainings, however, if there is a conflict (i.e., DPO is scheduled to work) during a scheduled training, DPOs may work a flexible schedule, work overtime hours, or a combination thereof, at the option of Probation Department management. DPOs in the Assessment Unit may maintain firearms qualifications, but they will not be issued a weapon. DPOs who were issued a weapon must return their weapon to the Rangemaster within seven (7) business days of their effective date of appointment to the Assessment Unit.

2. **Payroll Errors**

If a DPO believes there is an error on his or her paycheck, the DPO should contact the Probation Department Payroll Unit as referenced in the Department's *Administrative Manual* section *TBD, Payroll*.

3. **Requests for Time Off (Vacation/Holiday)**

DPOs are expected to follow the procedures outlined in the Probation Department Memorandum regarding "Vacation Planning and Time-Off Requests", dated April 13, 2020 (Attachment B).

4. **Training**

Probation Department management will ensure DPOs working in the Assessment Unit are available to attend Standards and Training for Corrections and other mandatory department trainings, however if there is a conflict, DPOs in the Assessment Unit may work a flexible schedule, work overtime hours, or a combination thereof, at the option of Probation Department management. DPOs must obtain approval from their supervisors to attend training and notify their supervisors if another DPO is needed to cover their shift.

5. **Assessment Unit Overtime Posting**

5.A. **Overtime Bid (Planned).** Overtime shifts in the Assessment Unit that result from planned time-off requests shall be offered to DPOs for bidding as soon as practical after the time-off

request has been approved by the supervisor. The Overtime Bid shall first be offered to DPOs in the Assessment Unit, and secondly to DPOs in the Monitoring Unit. Overtime Bids shall be offered to DPOs via email and DPOs must respond within seven (7) days of the email date. The Overtime Bid will be granted to the DPO in the Assessment Unit based upon seniority. If no DPO in the Assessment Unit volunteers for the bid, then the bid shall be awarded to the DPO in the Monitoring Unit based upon seniority.

- 5.B. Overtime Bid (Unplanned).** Notwithstanding the "Overtime Posting" Sideletter of the MOU and subsection 5.A. (Overtime Bid (Planned)) above, overtime shifts that result from unplanned time-off requests shall be first offered to DPOs in the Assessment Unit based on seniority and secondly to DPOs in the Monitoring Unit based on seniority. Supervisors shall call DPOs and offer all available overtime shifts. If the DPO does not answer the call, the supervisor shall leave a voicemail that includes the available overtime shift(s); and the callback number to reach the supervisor. If the overtime shift begins within twenty-four (24) hours of the call, supervisors shall wait five (5) minutes before calling the DPO with the next highest seniority. If the overtime shift begins within more that twenty-four (24) hours of the call, the supervisor shall wait thirty (30) minutes before calling the next senior DPO.
- 5.C. Do Not Call ("DNC") List.** During the last week of each month, supervisors will request via email that all DPOs in the Pretrial Division provide specific dates and any of the following shifts in which DPOs are not interested in being contacted to work as an overtime shift for the next month: morning (AM); swing; evening (PM); and/or all day. If DPOs list themselves as DNC for a specific date and/or shift, supervisors do not need to call them to offer the overtime shift.

**Probation Department management retains the right to deviate from the above overtime posting procedures in emergency situations as set forth in the "Overtime Posting" Sideletter of the MOU.**

**6. Timekeeping Examples**

Examples of various timecard scenarios and coding are as noted in Attachment A of this Sideletter.

**7. Assessment Unit Shift Swap**

Beginning July 1, 2020, DPOs working in the Assessment Unit may swap a maximum of three (3) shifts per fiscal year with other DPOs assigned to the Assessment Unit of the Pretrial Division. Shift swaps are subject to the following restrictions: 1) the participating DPO must agree to swap a full shift consisting of twelve (12) hours within the same pay period; 2) the participating DPO cannot work more than sixteen (16) consecutive hours or result in overtime hours; 3) the DPO requesting the shift swap must find another DPO in the Assessment Unit to work the requesting DPO's scheduled twelve (12)-hour work shift within the same pay period; 4) the requesting DPO must notify the Lead or Supervisor of the shift swap in advance of the swap, provide the name and contact information of the replacement DPO, and the shift that the replacement DPO will work; and 5) the replacement DPO must work the shift as assigned and the requesting DPO must work the replacement DPO's shift as identified on the request. Upon the completion of the Pretrial Pilot, Probation Department management and the Union shall meet and assess the shift swap benefit to evaluate its ongoing feasibility.

**8. New Shifts/Positions in the Assessment Unit**

- 8.A. Shift Bid.** DPOs assigned to work in the Pretrial Division may bid on shifts in their respective units based on County seniority. Shift Bids will occur annually.
- 8.B. New Shift/Position.** When a new shift/position is added to the Pretrial Assessment Unit, the new schedule resulting from the additional shift/position shall be posted and circulated



to all DPOs in the Assessment Unit for their review prior to the next shift bid. All shifts shall be available for bid during the next shift bid as outlined in subsection 8.A. (Shift Bid) above.

- 8.C. Change in Shift/Position.** If Probation Department management decides to alter the hours of an existing shift by one (1) or more hour(s), the shift/position shall be re-bid as outlined in subsection 8.A. (Shift Bid) above. If the reporting/work location (i.e., change to jail(s) covered due to Rover), Probation Department management will provide the employee reasonable notice of the changes. The employee may re-bid the shift/position as outlined in subsection 8.A. (Shift Bid) above.

**9. End of Pretrial Pilot**

- 9.A. End of Pretrial Division.** If the Pretrial Pilot ends and the Pretrial Division ceases to be a division of the Probation Department, DPOs who transferred into the Pretrial Division shall remain employees of the Probation Department. DPOs who transferred into the Pretrial Division from another division within the Probation Department may return to a DPO position and both Probation Department management and employee is expected to follow the transfer policy as outlined in the Department's *Administrative Manual section 322, Assignments and Transfers*.

- 9.B. Pretrial Becomes Permanent Division.** If the Pretrial Pilot ends and the Pretrial Division becomes a permanent division in the Probation Department, the shifts/positions in both Assessment and Monitoring Units shall first be offered to the DPOs already working in the shifts/positions, provided that the DPO does not have any documented performance issues, and the shifts/positions shall be re-bid as outlined in subsection 8.A. (Shift Bid) above. DPOs impacted due to the elimination of positions in the Pretrial Pilot or who desire to transfer to another division, shall follow the Department's *Administrative Manual section 322, Assignments and Transfers*.


Probation Department management retains the right to amend or terminate the Pretrial Pilot, subject to meet and confer on the impacts of the decision to terminate the Pretrial Pilot.

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Sideletter of Agreement subject to the approval of this Agreement by the County of Alameda Board of Supervisors.

For the County

DocuSigned by:  
  
87C006006718443  
Bruce Heid, IEDA  
4/16/2020

For the Union

DocuSigned by:  
  
A020E377150345F  
Jim Bickert, Rains Lucia Stern  
4/16/2020

## Examples of Time Entries for DPOs in Pretrial

**Example 1:** The scenarios below are based on a Deputy Probation Officer (DPO) working on a 12-hour day schedule from 7 pm - 7 am on Wed-Sat (Week 1) and Thu-Sat (Week 2). Holidays occur on 2/12 and 2/17.

## NOTE:

If an employee does not work a shift that qualifies meeting the conditions of being eligible to receive the shift differential premium pay, no shift differential time entries should be made. Employee must work 5/8<sup>th</sup> of assigned shift after 4:30 PM and before 8:00 AM to be eligible for shift pay.

- If employee works their regular shift:

From Sunday 04/05/2020 to Saturday 04/18/2020 ?																Total	Time Reporting Code	Type
	Sun 4/5	Mon 4/6	Tue 4/7	Wed 4/8	Thu 4/9	Fri 4/10	Sat 4/11	Sun 4/12	Mon 4/13	Tue 4/14	Wed 4/15	Thu 4/16	Fri 4/17	Sat 4/18			REG - Regular	
+	-			12	12	12	8					12	12	12				
+	-						4										OTA - Overtime-Alt Work Sch (Str)	
+	-			12	12	12	12					12	12	12			SH3 - Shift 3 Differential	

- If employee works on a holiday (2/12) and is out sick:

From Sunday 02/09/2020 to Saturday 02/22/2020 ?																Total	Time Reporting Code	Type
	Sun 2/9	Mon 2/10	Tue 2/11	Wed 2/12	Thu 2/13	Fri 2/14	Sat 2/15	Sun 2/16	Mon 2/17	Tue 2/18	Wed 2/19	Thu 2/20	Fri 2/21	Sat 2/22				
+	-			8.00												8.00	HPO - Holiday Premium Overtime	Hours
+	-								8.00							8.00	HSO - Holiday Straight Overtime	Hours
+	-					4.00										4.00	OTA - Overtime-Alt Work Sch (Str)	Hours
+	-							12.00								12.00	OTP - Overtime - Premium	Hours
+	-			12.00	12.00	8.00						12.00	12.00	12.00		68.00	REG - Regular	Hours
+	-			12.00	12.00	12.00	12.00					12.00	12.00	12.00		84.00	SH3 - Shift 3 Differential	Hours
+	-					12.00										12.00	SLS - Sick Leave -Self Illness/Disab	Hours
+	-			8.00				12.00								20.00	SO3 - Shift Overtime - Shift 3	Hours

- If employee has scheduled vacation/time off and worked overtime:

From Sunday 02/23/2020 to Saturday 03/07/2020 ?																Total	Time Reporting Code	Type
	Sun 2/23	Mon 2/24	Tue 2/25	Wed 2/26	Thu 2/27	Fri 2/28	Sat 2/29	Sun 3/1	Mon 3/2	Tue 3/3	Wed 3/4	Thu 3/5	Fri 3/6	Sat 3/7				
+	-			4.00												4.00	OTA - Overtime-Alt Work Sch (Str)	Hours
+	-			2.00												2.00	OTP - Overtime - Premium	Hours
+	-			8.00	8.00							12.00	12.00	12.00		52.00	REG - Regular	Hours
+	-			12.00	12.00	12.00	12.00					12.00	12.00	12.00		84.00	SH3 - Shift 3 Differential	Hours
+	-				4.00	12.00	12.00									28.00	VAC - Vacation	Hours



**Example 2:** The scenarios below are based on a DPO working on a 12-hour day schedule from 7 AM – 7 PM on Sun-Wed (Week 1) and Sun-Tue (Week 2). Holidays occur on 2/12 and 2/17. The employee in this example is also certified to be eligible for bilingual pay.

- If employee works their regular shift:

From Sunday 04/05/2020 to Saturday 04/18/2020 ?																Total	Time Reporting Code	Type
	Sun 4/5	Mon 4/6	Tue 4/7	Wed 4/8	Thu 4/9	Fri 4/10	Sat 4/11	Sun 4/12	Mon 4/13	Tue 4/14	Wed 4/15	Thu 4/16	Fri 4/17	Sat 4/18				
+ -	12	12	12	8				12	12	12						80.00	REG - Regular	Units
+ -				4												12.00	OTA - Overtime-Alt Work Sch (Str)	Hours
+ -	12	12	12	12				12	12	12						80.00	803 - Bilingual \$40-80 Hr (T/L)	Units

- If employee works on a holiday (2/12 and 2/17), works overtime (2/15) and earns comp time (at the employee's request to bank comp time and approved) due to a mandatory training (2/20 and 2/21):

From Sunday 02/09/2020 to Saturday 02/22/2020 ?																Total	Time Reporting Code	Type
	Sun 2/9	Mon 2/10	Tue 2/11	Wed 2/12	Thu 2/13	Fri 2/14	Sat 2/15	Sun 2/16	Mon 2/17	Tue 2/18	Wed 2/19	Thu 2/20	Fri 2/21	Sat 2/22				
+ -	12.00	12.00	12.00	8.00				12.00	12.00	12.00						80.00	803 - Bilingual \$40-80 Hr (T/L)	Units
+ -												8.00	4.00			12.00	CTP - Comp Time Earned - Premium	Hours
+ -				8.00					8.00							16.00	HPO - Holiday Premium Overtime	Hours
+ -				4.00												4.00	OTA - Overtime-Alt Work Sch (Str)	Hours
+ -							8.00									8.00	OTP - Overtime - Premium	Hours
+ -	12.00	12.00	12.00	8.00				12.00	12.00	12.00						80.00	REG - Regular	Hours

- If employee has scheduled vacation/time off:

From Sunday 03/08/2020 to Saturday 03/21/2020 ?																Total	Time Reporting Code	Type
	Sun 3/8	Mon 3/9	Tue 3/10	Wed 3/11	Thu 3/12	Fri 3/13	Sat 3/14	Sun 3/15	Mon 3/16	Tue 3/17	Wed 3/18	Thu 3/19	Fri 3/20	Sat 3/21				
+ -	12.00	12.00	12.00	8.00				12.00	12.00	12.00						80.00	803 - Bilingual \$40-80 Hr (T/L)	Units
+ -				12.00												12.00	FLH - Floating Holiday	Hours
+ -								12.00	12.00	12.00						36.00	REG - Regular	Hours
+ -	12.00	12.00	12.00													36.00	VAC - Vacation	Hours



## ALAMEDA COUNTY PROBATION DEPARTMENT

### MEMORANDUM

WENDY STILL, MAS  
Chief Probation Officer

**Date:** April 13, 2020

**To:** Pretrial Pilot Program Deputy Probation Officers

**From:** Marcus Dawal, Assistant Chief, Adult Field Services 

**Re:** Vacation Planning and Time Off Requests

Based on the Teamsters Local Union 856 Memorandum of Understanding (MOU), an employee shall be allowed to divide vacation leave in any calendar year into two segments. The purpose of the vacation planning process is to approve two (2) segments of vacation in the calendar year for each Deputy Probation Officer (DPO) in the Pretrial Pilot Program.

At this time, vacation calendars are being developed for the Assessment Unit and the Monitoring Unit. Requests should be submitted for five (5) or more consecutive days off (including holidays).

**Vacation requests of five (5) or more consecutive days off are to be submitted by email to Director Shauna Conner no later than April 30, 2020.**

When making your request, please list your 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choices for your segments of time off (i.e.: five (5) or more consecutive days off).

Please note that the 3<sup>rd</sup> choice will not be approved unless your primary request dates cannot be granted due to seniority issues or scheduling conflicts. It is requested that you also provide contact information in the event of a scheduling conflict or questions regarding your request.

**Vacation requests will be confirmed by May 8, 2020. After this date, if there are subsequent changes to your previously approved vacation, you need to notify your immediate supervisor and the Division Director in writing.**

**Additional requests for time off are to be submitted in writing to the employee's Unit Supervisor under the following procedures:**

- 30 days in advance if five (5) or more days requested;
- Two (2) weeks in advance for one (1) to four (4) days requested;

- Any exception requires management approval.
- Responses to requests for time off will be given in writing within two business days.

If you have questions regarding submission of your request, please contact your immediate supervisor.

Please see attached information regarding Teamsters Union Local 856 MOU Sections 10.G & 10.K.

**To: Shauna Conner (QIC 80302)**

**From:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contact**

**Information:** \_\_\_\_\_

**I am requesting vacation(s) as follows:**

	First day of Vacation	Last day of Vacation
1 <sup>st</sup> Request:	_____	_____
2 <sup>nd</sup> Request:	_____	_____
3 <sup>rd</sup> Request:	_____	_____

For the purpose of this Memorandum, and in accordance with the Teamsters Union Local 856 MOU, the following applies to Vacation Leave:

Pursuant to the Teamsters Union Local 856 MOU Sections 10.G & 10.K, the following applies to Vacation Leave:

**G. MAXIMUM VACATION LEAVE**

*“An employee shall be allowed to take one and one-half time his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave.*

*An employee, with the permission of his/her Agency/Department Head, or Agency/Department Head's designee, may take vacation in excess of one and one-half times his annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.*

**K. WHEN VACATION LEAVE MAY BE TAKEN**

*“Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave. Scheduling of vacation leave shall be by mutual agreement of the employee and the Agency/Department Head or the Agency/Department Head's representative. An employee shall be allowed to divide vacation leave in any calendar year into two segments. An Agency/Department Head, at his/her discretion, may grant an employee additional segments of vacation. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in Section 10.K.*

*Deputy Probation Officers shall be allowed two "cut-off" periods per calendar year for the purpose of scheduling vacations. During a "cut-off" period, no new cases may be assigned. Seniority in the County service among employees in a classification and working unit, consistent with department operating requirements, shall be the basis on which vacation schedule conflicts are resolved. In any calendar year the first such conflict shall be resolved in favor of the most senior employee. Subsequent vacation schedule conflicts shall be resolved in favor of the most senior employee who has not, by virtue of his/her senior position, previously had such a conflict resolved in his/her favor during the calendar year. In the event of vacation schedule conflicts among employees, all of whom have, by virtue of their senior positions, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his/her favor shall prevail.*