

# **TEMPORARY SIDELETTER OF AGREEMENT**

Between  
the County of Alameda  
and  
Probation Peace Officers' Association

This Temporary Sideletter of Agreement ("Agreement") is to address the COVID-19 emergency and potential staffing shortages in Alameda County Juvenile Hall and Camp Wilmont Sweeney.

Employees who cannot work due to health, school closures, severe family concerns, or those who will shelter in place for other reasons, will remain in paid status from March 17, 2020 through April 7, 2020, as indicated in the Chief Probation Officer's Memorandum dated March 20, 2020, titled "Paid Administrative Leave (PAL) and COVAL – COVID-19-10."

Alameda County and PPOA (hereinafter the "Parties") hereby agree to enter into this Agreement to address the COVID-19 emergency affecting Alameda County. Except as set forth in this Agreement, this Agreement is temporary and is not binding and shall not create any precedent and does not supersede the Memorandum of Understanding (MOU) in effect between the Parties.

The Parties agree to the following:

1. The Agreement shall expire at either the start of May 1, 2020. However, this Agreement may be extended if the Parties mutually agree to amend the termination date due to an extended "Shelter In Place" Order from the Interim Health Officer for the County of Alameda or State of California.
2. The County agrees to demonstrate and establish in writing that due to the COVID-19 emergency that staffing at Juvenile Hall and/or Camp Wilmont Sweeney can no longer meet minimum staffing as required by the California Board of State and Community Corrections (hereinafter "BSCC"). The County will provide PPOA, a weekly staffing update which includes the following: number of employees available to work, number of vacant positions, number of employees absent that week, number of employees out on industrial disability leave, and number of employees absent on non-industrial disability leave.
3. The County agrees to implement mandatory overtime in three (3) stages based on coverage needs. Further, the County agrees that each progressive stage will only be employed if absolutely necessary to maintain the safety, security and BSCC minimum standards of the facilities.
4. Stage 1: Prior to Juvenile Institutional Officers (JIO's) being required to work mandatory overtime, the County shall make every effort to satisfy staffing minimums by calling JIOs to work utilizing volunteers or reassigning staff in management positions that are not required to meet Title 15 BSCC minimum staffing. The County agrees to provide PPOA a copy of a list showing which staff were canvassed for voluntary overtime, which must

be met before the actions in Section 5 (Stage 2: Prescheduled Mandatory Overtime List) can be taken.

- a. Supervisors shall call JIOs and offer all available overtime shifts. If the JIO does not answer the call, the supervisor shall leave a voicemail that includes a 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 next JIO on the list. If the overtime shift begins within more than twenty-four (24) hours of the call, the supervisor shall wait fifteen (15) minutes before calling the next JIO on the list. County will document all phone call attempts with noted times.
5. Stage 2: The County agrees to prepare a “Prescheduled Mandatory Overtime List” by seniority. The list will identify all projected shifts that will require overtime coverage and all PPOA staff on active duty must sign up for at least two (2) shifts on the list. If coverage is not met by utilizing Stage 1 measures, the County will call the designated JIO based on the Preassigned Mandatory Overtime List. JIOs agree to be available on the dates they signed up for. The list shall be prepared prior to the beginning of each work week which commences on Mondays at 7:00 a.m. The County will provide PPOA a copy of this list and show that everyone on the list was called at most once and staffing could not be met before the actions in Section 6 (Stage 3: Involuntary Mandatory Overtime [“Hold Over”]) can be taken.
    - a. The “Prescheduled Mandatory Overtime List” will be published to all JIOs. All JIOs who sign up on this list agree they will be mandated for overtime on two (2) shifts that is not part of their regularly scheduled 14-day work period. If JIOs wish to sign up for more than two (2) shifts, they will be allowed to do so.
    - b. All JIOs who are mandated per the “Voluntary Overtime List” shall be paid in accordance with Section 7 (Overtime) of the MOU.
  6. Stage 3: After the “Voluntary Prescheduled Mandatory Overtime List” has been exhausted and the County still has vacant shifts, the County agrees to fill vacant positions with any available Institutional Supervisor (IS) Is. If an IS I is not available and in order to meet the minimum staffing requirements, the County shall mandate on site JIOs to “Hold Over” and cover the next shift based on inverse seniority. Such “Hold Overs” will not exceed four hours. As a JIO covers a mandatory shift they will move up the “Hold Over” list thereby reducing the probability of being mandated to cover a shift until the list has been exhausted. The County will provide PPOA a copy of this list which will show which members provided mandatory coverage and which declined. The list shall be prepared prior to the beginning of each work week which commences on Mondays at 7:00 a.m.
    - a. All JIOs who are mandated per the “Voluntary Overtime List” shall be paid in accordance with Section 7 (Overtime) of the MOU.

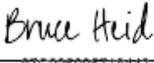
7. Non-Prescheduled Overtime – If a JIO calls in absent prior to the beginning of their shift, the County will attempt to fill the shift by utilizing the option in Section 4, Stage 1, above.

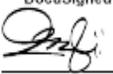
If the shift cannot be filled with volunteers or a reassigned JIO, management will utilize Stage 2 and 3, respectively. Prior to implementing Stage 2 and 3 protocols, the County agrees to assess staffing coverage and only utilize Stages 2 and 3 if the staffing needs are mandatory and necessary to maintain the safety, security and BSCC minimum standards of the facilities.

8. JIOs can refuse to be held over due to child-care/elder-care issues up to three (3) times but will stay at the top of the “Hold Over List”. After a third refusal, JIOs must provide a medical note as the only acceptable justification for refusing to be held over.
9. All JIOs cannot be mandated to work more than 16 consecutive hours on any day. There must be at least eight (8) hours rest time in a 24-hour period.
10. This Agreement is subject to expedited binding arbitration and/or the jurisdiction of the Public Employment Relations Board. If either Party believes this Agreement is being violated, this Agreement shall be null and void by written notice.
11. This Agreement cannot be used to establish a precedent and except for the express provisions outlined in this Agreement, the PPOA MOU shall supersede these terms once they expire on April 30, 2020 or if the Parties agree to extend this Agreement to address the COVID-19 by mutual agreement.

All Parties below agree to the above stated Agreement on March 24, 2020.

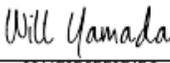
For the County:

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3/30/2020  
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Bruce Heid  
IEDA  
Date

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Margarita Zamora  
Labor Relations Manager  
Date

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Wendy Still  
Chief Probation Officer  
Date

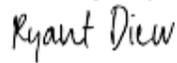
For the PPOA:

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3/26/2020  
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Will Yamada  
Attorney, PPOA  
Date

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Julie Chapman  
Consultant, PPOA  
Date

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Ibrahiym Safir  
President, PPOA  
Date

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3/27/2020

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Ryant Diew

Date

Vice President, PPOA

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3/29/2020

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Howard Brown

Date

Treasurer, PPOA

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3/29/2020

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Johanne Moore

Date

Secretary, PPOA

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Jemal Nero

Date

Human Resources, PPOA