

FACILITY SCHEDULING

AUTHORITY: Administrative Directive
Department Policy
Memorandum of Understanding

RESCINDS: Procedure Manual Item **3-1-012**, dated **08/23/23**

FORMS: Request for Time Off/Shift Trade Form F057-6219
Vacation/Leave-of-Absence Request F057-9010.8
Long-Term Shift Trade Agreement Attachment

PURPOSE: To establish a uniform scheduling procedure for **DPCOs** and Senior **DPCOs**.

I. GENERAL INFORMATION

A. Maximum Daily Allowance for approved time off

The maximum number of staff authorized time off has been established by mutual agreements between the Association of Orange County Deputy Sheriffs (AOCDS) and the County. The facility Director may approve additional requests for time off after considering potential impacts to facility operations and/or budget. The following are the agreed upon numbers:

Facility	# of available staff for days and swing shifts	# of available staff for night shift
Juvenile Hall	15	4 (including YGC and YLA)
Youth Guidance Center		
Youth Leadership Academy		

B. Prime Time Vacation/Annual Leave

1. Prime time vacation/annual leave requests will be considered in January of each year for one vacation period during the following 12 months. (March – February of the following year). Requests will be approved based on seniority, which is defined as follows:
 - a. Start date (date of hire) with County of Orange (into a full-time or part time regular or limited term position).
 - b. Start date with Orange County Probation Department.
 - c. County Employee ID Number (lower numbers have higher seniority).
2. Employees may submit up to three Vacation/Leave-of-Absence Request forms (F057-9070.8) indicating their order of preference. Each vacation request is for a consecutive block of time and cannot exceed 120 hours unless approved by Management.

3. Every effort will be made to accommodate one vacation/annual leave period for each employee. If all three requests have been denied, a fourth and final request will be allowed after all other prime time requests have been entered in the schedule. The fourth request will be processed in seniority order and granted or denied based on availability.
4. Requests are for a consecutive block of time. Requests should indicate dates of the entire time period requested regardless of current days off since days off might change.

C. Protected Leave and Suspension of Approved Time Off

1. Staff on protected leave or requesting protected leave such as Worker's Compensation, school functions, FMLA, CFRA, PDL, bereavement, and sick leave will be granted leave regardless of the comp slots available. However, parenthood leave extending beyond FMLA/CFRA and the MOU is counted against the maximum number of comp slots allowed. County-approved leaves of absence are not counted against the maximum number of comp slots allowed.
2. Regardless of the number of remaining unfilled comp slots for a given day, the approval of time-off requests will be suspended when **Mandatory Overtime (MOT)** is being pre-scheduled for that day. Once the final electronic notification is sent out, all additional time off will be frozen on days there are still unfilled **Voluntary Overtime (VOT)** shifts. Those requesting time off when approval has been suspended will be placed on the comp denied list for future consideration.
3. Staff members who have their request for time off denied in this circumstance will be placed on the denied list for consideration should openings become available again.

D. Requests for Vacation/Annual Leave, Compensatory (comp), and Medical/Dental Appointments

1. Once Prime Time vacation/annual leave requests have been approved, all other requests will be considered in the order they are received.
2. All requests for time off should be submitted five (5) days in advance and not more than six (6) months in advance of the end date of the time off request.
3. Requests for time off may be for a consecutive block of time, a full day, or an individual shift. Requests should clearly indicate the staff's intentions, including dates of the entire time period requested regardless of current days off since days off might change.

E. Employee Certification

It is the employee's responsibility to verify that the time off requested does not exceed the actual or anticipated annual leave, PIP, and/or compensatory balance (Available leave balances are located on the employee's timecard).

F. Emergencies

In the event of an emergency which threatens or disrupts the essential services of the Department, the Director or designee may cancel previously granted time off requests. Every effort will be made to honor approved time off prior to cancellation.

G. Shift Trades

1. One-time only shift trade requests must be submitted at least one (1) day in advance.

Long-term shift trades start at the beginning of a pay period and must be submitted at least seven days prior to the effective date.

2. Both parties must be able to fulfill the trade.
3. Under normal circumstances, shift trades will not be granted if:
 - a. It interferes with the operation of the facility or Department operation (e.g., the employee is prescheduled to participate in training, meetings or case conferences).
 - b. It interferes with the employee's primary responsibilities (i.e., unit duties and casework) or results in more than two (2) shifts per week outside the employee's assigned unit. (Minimum of three shifts per week in the employee's assigned unit).
 - c. It results in compressing a work period into more than six shifts in a week.
 - d. It contributes to staff fatigue.
 - e. It results in more than two consecutive doubles in your assigned shift pattern.
4. Requests to cancel a shift trade must be signed by both employees and submitted at least five (5) days in advance. All cancellation requests submitted less than five (5) days in advance will require **Duty Officer (DO)** or **Assistant Division Director (ADD)** approval.

H. Modification/Cancellation Requests

1. Regular Time Off Cancellation - Once time off is approved, it must be taken in its entirety unless a cancellation or modification is requested and approved at least ten (10) calendar days in advance.
 - a. Example, if a scheduled day off was on the 20th day of the month, the cancellation request must be received by Scheduling by the 10th day of the month.

2. Prime Time Cancellation - staff wishing to cancel prime time need to cancel 15 days in advance and only modify blocks of time at the beginning or end of the time off. Remaining time off must be taken consecutively.
3. These provisions may be waived with approval from the assigned SPCO.

I. Scheduling Time Off for Birthdays

All facility sworn staff will be allowed to take their birthday off provided:

1. The employee has enough comp/vacation/annual leave time to cover their absence.
2. The employee submits a request for time off at least thirty (30) days in advance.
3. The birthday occurs on a regularly scheduled workday.

II. RESPONSIBILITY/AUTHORITY

The Director or designee has the responsibility and authority for making final decisions affecting the allocation of time off and work schedule modifications. **Staff may be pulled from their regularly assigned shift/unit to meet operational needs.**

III. PROCEDURE

A. Request for Time Off and Request for Modification/Cancellation

1. **Employee submits the Request for Time Off through the [REDACTED] scheduling system.**
2. **If the employee needs to request a modification/cancelation for time off, the employee will complete the Request for Time Off/Shift Trade Form (F057-6219), submit it to their immediate supervisor, or any available supervisor, for review and signature, timestamp the request, and place it in the scheduling box.**

B. Request for One-Time Shift Trade

The employee completes the Request for Time Off/Shift Trade Form (F057-6219), submits it to their assigned SPCO for review and signature, timestamps the request, and places it in the scheduling box.

1. Intra/Inter Unit Shift Trade
 - a. Both employees sign their names on the space provided.
2. If the assigned SPCO is not available, the employee may submit the request to any available supervisor for signature.

C. Request for Long-term Shift Trade

1. The employee completes a Long-Term Shift Trade Agreement and submits it to their assigned **SPCO** for review and signature.
2. Only one (1) long-term shift trade out of employee's home unit will be approved at a time.
3. Long-term trades cannot exceed six (6) months but may be extended by completing a new request.
4. Both employees' assigned supervisor must approve of the trade.
5. Both shifts will revert to the original pattern if:
 - a. Either party wishes to cancel the trade. Cancellations must be submitted **seven (7)** days before the start of the pay period.
 - b. Either party vacates their present shift.
 - c. An administrative decision is made to terminate the trade to meet the needs of the facility.

D. Supervisor Responsibilities

1. Review the employee's request for time off to ensure it does not exceed actual or anticipated comp/vacation/annual leave balances.
2. Review the request for shift trade or time off to ensure there is no conflict with scheduled **STC** training.

E. Scheduler Responsibilities

1. Record the information in the scheduling database.
2. Process all requests in accordance with the previously stated criteria.
3. Time off requests are approved if the request falls within the maximum number of available comp slots as described in Section I. A. If the request falls beyond the maximum number of comp slots, it will be denied, and the request number will be indicated on the request.
4. Review the request for shift trade or time off to ensure there is no conflict with scheduled **STC** training or violation of scheduling rules.
5. The scheduler retains the original copy for record keeping purposes and routes one copy each to the employee and their immediate supervisor.
6. All denied requests for time off will be reconsidered for approval in the order they were submitted.

IV. ALLOCATION OF OVERTIME (OT)

- A. Deputy **Probation** Correctional Officers (**DPCOs**) and Senior **Probation** Correctional Officers (**SrPCOs**) are placed on one overtime list by order of seniority

(i.e. starting with the most senior staff member's sworn service hours with the Probation Department, followed by start date with the County, and lastly County Employee ID Number (lower numbers have higher seniority). One seniority list will be established for Juvenile Hall and YLA combined. A separate list will be created for YGC.

1. The maximum number of OT hours an eligible staff member may work per pay period is 48 hours. An additional eight (8) hours of OT (max of 56 hours) may be approved at the discretion of the on-duty Duty Officer or Administrator for that specific shift.
 2. The department reserves the right to review/adjust facility operations (e.g. review youth/staff ratios, temporarily close programs or living units) in order to ensure any/all operational agreements, guidelines, and applicable laws are met.
 3. Each officer may work any shift and/or at any facility they have been appropriately trained for.
- B. An appropriately trained staff is someone who has completed three days of on-the-job training (OJT) at a facility or worked at a facility in the past year. OJT is scheduled at the discretion of the Department.
- C. Pre-Scheduled Voluntary Overtime (PVOT)
1. PVOT is offered in order of seniority as defined in Section IV. (A) above. Pre-Scheduled VOT will be offered in seniority order beginning with the staff member that was next in line when pre-scheduled VOT calls were last completed. The OT list will reset once the list has been exhausted.
 2. PVOT assignments will be released at a designated date and time through an automated scheduling process. Shifts may be offered through telephone call, text message, or email based on employee preference. Receipt of this communication is assumed.
 3. PVOT shifts not filled within seven (7) days of the beginning of the pay period will be filled with MOT.
 4. PVOT shifts will be offered to staff based on their assigned facility first. If shifts remain open after all staff assigned to a facility have been offered a shift, available PVOT may be offered to other appropriately trained staff at other facilities.
 5. Staff members working non-traditional shifts such as Court Holding, or Transportation may accept PVOT shifts, even if there is a potential gap in coverage between when their non-traditional shift ends, and the traditional shift begins.
 6. The number PVOT shifts offered at each facility are calculated based on the following formula:

Juvenile Hall/YLA	
Available shifts	Shifts offered

0-120	1
121-220	2
221-320	3
321+	4

YGC

Available shifts	Shifts Offered
0-39	1
40-79	2
80-119	3
120+	4

7. Once a PVOT shift is accepted, staff are prohibited from canceling it.
 - a. Staff may arrange coverage for all or any portion of their PVOT shift with another appropriately trained officer(s), provided the arrangements result in the entire shift being covered.
 - b. It is the responsibility of the staff who originally accepted the PVOT shift to communicate the coverage arrangements.
 - (1) Coverage will be communicated to the Scheduling Unit and or Duty Officer as soon as possible.
 - (2) The staff who accepted the coverage is now responsible for the shift and must work it or find coverage if they cannot.
8. The Department may cancel PVOT. Cancellation must occur at least 24 hours prior to the shift beginning.
 - a. The Scheduler will attempt to reach the staff member directly and notify them of the cancelled shift.
 - b. A voicemail left on the employee's phone number of record constitutes a cancellation.
 - c. Cancellation may also occur through text or email should the employee prefer. If the employee chooses this method of communication, receipt of the notification is assumed.
 - d. Once a PVOT shift is cancelled, it can not be traded or given away.
9. If an overtime shift is cancelled and was previously split among two members, only the first (1st) member who picked up the overtime shift will be offered to work two hours of overtime. The first (1st) member cannot give away two hours of overtime for the cancelled shift.
10. If a staff member was not cancelled at least 24 hours prior to the shift beginning and arrives for work, the staff member will be given the option of leaving without pay or remaining for two hours with pay.

11. If a staff member had their PVOT shift cancelled, and is once again needed, the cancelled staff will have the first right of refusal for that shift.
12. If a PVOT shift is no longer available, staff will be offered any other open shift or be placed on the walk-in list. If staff do not want any of the shifts they were offered, they are given the opportunity to be canceled. If there are multiple staff that pick up shifts in a unit where the shifts are no longer available, the person with the least amount of seniority will be moved out first.
13. On day of scheduling when there is an abundance of staff, OT will be cancelled in the following order:
 - a. Staff who are on mandatory overtime will have the option to be canceled first.
 - b. Staff who voluntarily cancel their overtime shift.
 - c. If staff do not volunteer to cancel their overtime shift, staff who have the most overtime hours in that pay period will be canceled first, followed by staff with the least amount of seniority.

D. Day of Voluntary Overtime (VOT)

1. VOT openings need to be filled quickly to avoid the use of MOT. Due to this urgency VOT shifts will be filled in the order in which staff respond to the overtime availability notification (first come-first served).
 - a. If a shift becomes available that is not Day of Overtime, after pre-scheduled overtime has been set, these shifts will be filled using the Day of VOT list. This list will be used for all unforeseen available shifts with prior knowledge before the start of that shift.
 - b. Employees may contact the scheduler in advance and indicate they are available for a VOT shift. These employees will be kept on an availability list and will be selected for VOT shifts in the order they informed the scheduler. This list will be exhausted before a VOT notification is sent to other employees.
 - c. The Scheduler will then **make** a general announcement **via** Pakset radio **and send an alert through the [REDACTED] scheduling system** about the availability of VOT. Interested staff will be directed to contact the Scheduler.
 - d. Staff will be given VOT shifts in the order in which they respond.
 - e. Employees who request a VOT shift will not be given the option of choosing their work location. Employees may use the “bumping” procedure described in Section F below by notifying the Duty Officer when they report for duty.
 - f. Staff may split **or giveaway** a VOT shift with other staff members.

- (1) One staff member will be identified as the primary staff responsible for communicating the arrangements with the Scheduler and/or Duty Officer.
- (2) Arrangements to split, share, **or giveaway** a VOT shift must result in the entire shift being covered.
- (3) It is the responsibility of the staff who originally accepted the VOT shift to communicate the coverage arrangements.
 - (a) Coverage will be communicated to the Scheduling Unit and/or Duty Officer as soon as possible.
 - (b) The staff who accepted the coverage is now responsible for the shift and must work it or find coverage if they cannot.
- (4) **Staff will utilize the [REDACTED] scheduling system to submit VOT splits or giveaways.**

- g. Available overtime may be offered to staff at other facilities, for all shifts, prior to Mandatory Overtime.

E. Mandatory Overtime (MOT)

1. To ensure appropriate operations and staffing levels within the facilities, SPCOs can mandate staff to come in early or remain on duty to provide coverage under MOT hours. If directed by a SPCO to extend their shift, staff are required to stay and provide coverage until their relief staff report **for** duty or **they** are released by a SPCO.
2. MOT will be assigned based on one combined seniority list as described in Section IV (A) above. Staff will be contacted using this list, in reverse seniority. The list will not reset.
3. The Duty Officer will make every attempt to assign MOT staff to their assigned facility.
 - a. The needs of the facility may necessitate a staff working MOT at a different facility than the one they are assigned to.
 - b. No staff member will be assigned MOT for a facility they are not appropriately trained for.
 - (1) The Duty Officer may move staff between facilities to accommodate MOT needs and ensure only adequately trained staff are working at the appropriate facility.
 - (2) The Duty Officer will make every effort to keep MOT staff working at their home facility; however, their assignment and position while working MOT will be at the needs of the department. If the staff working MOT is not trained at that

the facility where the need exists, an appropriately trained staff member will be assigned instead.

- c. Day staff will only be assigned MOT for a day shift **and** night staff will only be assigned MOT for a night shift **in cases where they haven't been trained to work in both shifts.**
- 4. Staff may be bypassed for a MOT shift for one of the following reasons:
 - a. The MOT shift falls on a previously approved day off.
 - b. The MOT shift will result in a seventh (7th) consecutive shift worked resulting in more than three doubles in a row.
 - c. The MOT shift will result in the seventh (7th) consecutive day worked.
 - d. The MOT shift will result in more than sixteen (16) hours of MOT in a pay period for Night Staff or thirty-two (32) hours of MOT for a Day Staff.
 - (1) Under exigent circumstances the Duty Officer, with administrative approval, may mandate beyond 16 hours of overtime in a pay period for Night Staff and 32 hours of overtime per pay period for Day Staff. Total number of MOT hours cannot exceed 56 hours of total overtime.
 - e. MOT may be waived by the assigned SPCO, who will be responsible for filling the shift.
 - f. If a staff member is bypassed for MOT, the staff member will remain on the list for the next qualifying MOT shift.
- 5. Staff may trade **or giveaway** all or part of a MOT shift with someone who is properly trained. A staff who trades out of their MOT shift will receive credit for the MOT shift as if they worked it.
 - a. With SPCO approval, staff may arrange coverage for all or any portion of their MOT shift with another appropriately trained officer(s). These arrangements must result in the entire shift being covered.
 - b. It is the responsibility of the staff assigned MOT to communicate coverage arrangements.
 - c. The staff who accepted the coverage is now responsible for the shift and must work it or find coverage if they cannot.
 - 1.) Coverage arranged in this manner will count as a completed MOT shift for the originally assigned officer, and a Day-of Voluntary Overtime (DVOT) shift for the covering staff.

- d. Shift trades do not prevent staff from being mandated into an overtime shift. (MOT calls are based on staffs' assigned shift, not the traded shift pattern.)

6. The Department may cancel MOT within 24 hours of the shift beginning.

- a. The Scheduler will make every effort to contact the staff member directly and notify them of the canceled shift.
- b. A voicemail left on the employee's phone number on record constitutes a cancellation.
- c. Cancellation may also occur through text or email should the employee prefer. If the employee chooses this method of communication, receipt of the notification is assumed.
- d. If a staff member is canceled for MOT, it is considered a completed MOT shift.
- e. If a staff member was not canceled at least 24 hours prior to the shift and arrives for work, the staff member will be given the option of leaving without pay or remaining for two hours with pay. Completion of two hours of a MOT shift will be counted towards the MOT hours for that pay period.
- f. A staff member who does not fulfill a minimum of **six (6)** hours of their assigned MOT, without prior approval from their assigned SPCO, will be the first called for the next qualified MOT.
- g. MOT will be canceled in the following order:
 - 1.) Staff who have the most overtime in that pay period will be canceled first.
 - 2.) If there are multiple staff with the same amount of overtime, the staff with the most seniority will be canceled first.

F. Preference to Work in Assigned Unit (Bumping)

- 1. The Department recognizes consistency and relationship building are important to the therapeutic environment at the juvenile facilities. Consequently, absent the below circumstances, regular staff may "bump" into their assigned unit when working PVOT, VOT, or MOT. Staff assigned to a unit will be referred to as a "regular" and a non-assigned staff will be referred to as a "floater".
- 2. Staff may have the opportunity to work their home unit when working outside of their normal schedule via bumping. Partial bumping for a shift less than **eight (8)** hours is not authorized.
 - a. When shift trade occurs between two regular staff assigned to a unit, the staff involved in the trade are not subject to being bumped from the assigned unit.

- b. If a regular staff does a shift trade with a floater staff, they become a floater. When someone becomes a floater, they may be bumped or assigned to a different work location than the person that the floater staff was pre-scheduled for.
 - c. A floater owns the shift assignment when trade is with a regular unit staff. They cannot be bumped to a different assignment.
 - d. When a floater trades with a floater, they only own the shift day and time, not the work location they will be assigned to.
- 3. A floater who completes a trade with another floater can be moved to different assignments to meet the needs of the facility(ies).
 - 4. Staff working Pre-Scheduled or Daily VOT, or MOT may only bump a floater who is not fulfilling a shift trade. Staff fulfilling a trade cannot be bumped **if the trade is with a regular staff**.
 - 5. Regular staff who trade into a shift outside of their home unit cannot bump a floater in order to work the shift in their home unit, **unless the trade was for a walk-in shift**.
 - 6. Regular staff with a walk-in shift can request to be placed in their home unit at the start of the pay period.

REFERENCES:

Policy:	C-1	Maintaining Employment Status
	C-2	Vacations/Annual Leaves
	C-4	Work Schedules, Overtime, Comp Time and Sick/Annual Leave
	C-22	School Schedules – Employee

C. Raahauge/J. Doud
APPROVED BY:

LONG TERM SHIFT TRADE AGREEMENT

Employee _____ will work _____
Day Shift

Employee _____ will work _____
Day Shift

Explain	Reason	for	Trade:

We understand that the above shift trade is temporary, with a maximum duration of six months.

*****MUST OBTAIN START DATE FROM SCHEDULING OFFICE***

This trade will begin on Friday _____ and end on Thursday _____
(beginning of PP) (end of PP)

We understand that this trade may be terminated at any time if:

1. Either party involved wishes to terminate the trade
2. Either party vacates their present shift
3. It is determined administratively that the trade be terminated to meet the needs of the facility.

PMI 3-1-211 Compliance checklist including but not limited to:

Only one Inter-unit Long-Term Shift Trade per employee will be approved at a time.
Trade will not adversely impact employees' primary unit responsibilities.
Trade cannot leave less than eight hours between shifts worked.
Both staff must be able to fulfill the trade.

Employee Initials Employee Initials SJCO Initials SJCO Initials

Employee Signature DATE Employee Signature DATE

Assigned SPCO Signature DATE Assigned SPCO Signature DATE

Scheduling Signature DATE

Approved ☐ Denied ☐