ADDENDUM
TO MEMORANDUM OF UNDERSTANDING – UNIT 36
PROBATION DEPARTMENT

The County of Fresno and SEIU Local 521 agree to the following terms and conditions regarding the classification of Supervising Juvenile Correctional Officer:

**SWAP – SUPERVISING JUVENILE CORRECTIONAL OFFICER**

Effective March 28, 2016, the provisions of this agreement shall apply only to employees in the classification of Supervising Juvenile Correctional Officer and may only be utilized in strict accordance with the stated definitions and conditions.

The SWAP program provides an opportunity for Supervising Juvenile Correctional Officers to exchange full work shifts when staffing levels and/or other operational needs are not conducive for the use of Annual Leave. SWAPing shall not occur on a continuous basis and is only intended as an alternate means of relief in rare/occasional instances. It is not the intention of this agreement for Supervising Juvenile Correctional Officers to be able to alternate/modify their normal work schedules on an ongoing and/or continuous basis.

Utilization of the SWAP program must satisfy the following conditions:

1. A Supervising Juvenile Correctional Officer must have requested and been denied the usage of Annual Leave before submitting a SWAP request.

2. Only two (2) Supervising Juvenile Correctional Officers may be involved in any SWAP. Two (2) Supervising Juvenile Correctional Officers is defined as the Supervising Juvenile Correctional Officer requesting the SWAP and the Supervising Juvenile Correctional Officer who is willing to agree to SWAP the specific full work shift(s) in question.

3. Supervising Juvenile Correctional Officers are allowed a maximum of ten (10) shift SWAPs per year (generally January 1st – December 31st to coincide with effective date of that year’s shift schedule change) and up to two (2) consecutive work shifts per SWAP. A Supervising Juvenile Correctional Officer may only use up to two (2) SWAPs in a pay period and no more than three (3) SWAPs in any given month. Unused SWAPs shall not be rolled over to the next year.

4. A SWAP will only count against the Supervising Juvenile Correctional Officer who submits the request for a SWAP and will not count against the Supervising Juvenile Correctional Officer who is willing to agree to the SWAP.

5. Supervising Juvenile Correctional Officers must possess similar job skills to perform the specific assignment as determined by the Probation Department and may only SWAP full work shifts with another Supervising Juvenile Correctional Officer on the same work schedule (e.g. eight hour work shift for another eight hour work shift).

6. The two (2) Supervising Juvenile Correctional Officers must agree to the SWAP in writing (i.e., via a Department approved form).

7. The SWAP must occur within the same pay period.

8. No County overtime or FLSA overtime shall result from employees agreeing to SWAP.
9. The official request form must be completed by both Supervising Juvenile Correctional Officers and submitted to the Assistant Director for review at least 15 days in advance of the proposed SWAP. SWAP requests made more than 45 days in advance of the proposed SWAP will not be approved. The designated Assistant Director may either approve or deny the proposed SWAP. A Supervising Juvenile Correctional Officer may also submit an Annual Leave request, for the full work shift(s) in question, on the official SWAP request form. If the Supervising Juvenile Correctional Officer submits an Annual Leave request on the same form as the SWAP request, then the Assistant Director will either approve or deny the Annual Leave request. If the Annual Leave request is approved, then the SWAP request will deemed to be unnecessary and will not be processed. If the Annual Leave request is denied, then the Assistant Director may either approve or deny the proposed SWAP.

10. Should a Supervising Juvenile Correctional Officer not complete the terms of the agreed SWAP for reasons other than an On-the-Job Injury (OJI), the Supervising Juvenile Correctional Officer may have further participation withheld in addition to any disciplinary action for cause. If a Supervising Juvenile Correctional Officer fails to complete the terms of the agreed SWAP the County may deduct the equivalent amount of Annual Leave hours from that employee's Annual Leave bank to reimburse the County for any and all costs they incurred to replace them.

11. The Probation Department shall have the full discretion to limit the number of SWAPs allowed per day if staffing conditions are not conducive to the utilization of SWAPs.

12. The County and the Union agree to meet and discuss the effectiveness of the SWAP program six (6) months from the effective date of this agreement in an attempt to address and resolve any issues with the SWAP program.

13. The provisions of this Addendum shall not be appealable or grievable.