

**SAN BERNARDINO COUNTY  
PROBATION DEPARTMENT PROCEDURE**

**ALTERNATE WORK SCHEDULES**

**Authority:**

Tracy Reece, Chief Probation Officer

**Purpose:**

To establish guidelines regarding alternate work schedules.

**Definitions:**

4/10 Schedule: Employees work forty (40) hours in four (4) workdays per week, with 10 (ten) hours worked on each of the four (4) workdays for a total of eighty (80) hours over a two (2) week pay period. The scheduled day off may be any day of the week and may be different between the two (2) weeks of the pay period.

9/80 Schedule Non 24 Hour Facility: Employees work nine (9) working days; four (4) consecutive 9-hour days in one (1) calendar week and four 9-hour days and one 8-hour day in the other calendar week with either a Monday or Friday off. The 9/80 day off must be taken in conjunction with two (2) consecutive days off.

24 Hour 9/80 Schedule (Facilities Only): The twenty-four (24) hour 9/80 schedule is reserved for twenty-four (24) hour facilities whose employees must schedule their 9/80 day off on a day other than Monday or Friday. The 9/80 day-off must be taken in conjunction with two (2) consecutive days off.

Alternate Work Schedule (AWS): An umbrella term that refers to non-traditional (compressed and flexible) work schedules used to complete a full eighty (80) hours biweekly pay period.

Compressed Schedule: Employees work longer, but fewer work days to complete a full eighty (80) hours during each biweekly pay period in less than ten (10) work days.

Duty-Free Meal Periods: Non-paid, non-working 30-60 minute meal period time.

Flex Schedule: Employees vary their arrival and/or departure times, and/or adjust their meal period to half (½) hour.

Meal Period Requirements: The meal period can be either a half (½) hour or one (1) hour-long, with appropriate morning and afternoon rest periods as required. A minimum thirty (30) minute meal period is required after five (5) hours, except when the workday shall be completed in six (6) hours or less and there is a mutual employer/employee consent to waive the meal period. After ten (10) hours, employees are entitled to a 2<sup>nd</sup> meal period, which may be waived by mutual consent if the first meal period has not been waived and the total number of hours worked is no more than twelve (12).

Minimum Paid Rest Period Requirements:

After three (3) hours and through six (6) hours: One (1), fifteen (15) minute rest period.

After six (6) hours and through eight (8) hours: two (2) fifteen (15) minute rest periods.

After eight (8) hours and through ten (10) hours: two (2) twenty (20) minute rest periods.

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After ten (10) hours: one (1) twenty-five (25) minute rest period and one (1) twenty (20) minute rest period.

Rest periods shall be:

1. Considered as time worked and taken, as practicable, in the middle of each work period.
2. Scheduled in accordance with the requirements of the department.
3. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Rest periods shall **not** be:

1. Scheduled within one (1) hour of the beginning or end of a tour of duty or meal period.
2. Accumulative.
3. Used to report to work late or leave early.
4. Divided so as to increase the total number of rest periods taken.

On-Duty Meal Periods: Meal periods counted as time worked when the nature of the assignment prevents relief from all duties, as in a twenty-four (24) hour facility.

Traditional Schedule: Employees work eighty (80) hours over a two (2) week pay period, eight (8) hours per day, five (5) days a week. A traditional schedule is the base from which an Alternate Work Schedule (AWS) diverges.

### **Responsibilities:**

#### **I. All Employees:**

- A. Must meet the following criteria:
  1. Have "Meets" or above in all categories of their most recent Work Performance Evaluation (WPE).
  2. Demonstrate continuance of satisfactory work performance.
  3. Not be on a Work Performance Improvement Plan (WPIP) or a leave restriction plan.
  4. Have completed probationary status. Upon review and written approval of the Chief Probation Officer or their designee, a probationary employee may be eligible for an alternate work schedule based on work requirements/performance and/or the needs of the Department.
- B. Complete the AWS Agreement (Attachment A) when:
  1. Making an initial request.
  2. Requesting a change in the current AWS.
  3. Transferring to a new assignment.
  4. Signing their yearly WPE.
  5. Requested by the Supervisor or above.
- C. Receive a signed copy of the AWS Agreement, once approved.
- D. Accept the schedule in the Employee Management and Compensation System (EMACS) as initiated/completed by the Supervisor.
- E. Work only the traditional or AWS as approved by their Supervisor and Director. Any variation from that schedule (including work variance, compensatory or overtime hours) must be approved by their Supervisor, Director, or designee prior to the occurrence.
- F. Not enroll in training on their scheduled day off without prior Supervisor approval.
- G. Employees shall adjust their schedule when other job functions are scheduled on a flex/AWS day off, and shall not request nor receive compensatory time off or overtime.
- H. Line staff shall not be permitted to work a schedule that does not provide for Supervisor/Manager/designee oversight unless pre-approved by the Chief Probation Officer (CPO) or Assistant Chief Probation Officer (ACPO).

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- I. With the CPO or ACPO's approval, the On-Call Duty Officer may oversee staff working in specific assignments during evening and/or weekend shifts.
- II. Supervising Probation Officer (SPO)/Probation Corrections Supervisor I/II:
  - A. Approve and sign the AWS Agreement (Attachment A) and submit it to their Division Director (DDI/II) for further approval.
    1. Complete and submit an AWS Agreement with each employee's annual WPE.
  - B. Ensure an AWS is conducive to the employee's work assignment.
  - C. Ensure an AWS shall provide sufficient coverage for the unit.
  - D. Complete or modify the employee's schedule in EMACS.
  - E. Ensure that employees' scheduled days off do not impede services being provided by the unit or the need for the employee to be present at meetings, in Court, in training, etc.
  - F. Monitor employees' AWS and any potential impact upon the department's services and operations and report any concerns, issues, or problems to Administration.
- III. Division Directors (DDI/DDII):
  - A. Approve or deny AWS requests.
  - B. If requesting an AWS for a probationary employee based on work requirements/performance and/or the needs of the Department, ensure CPO/ACPO/DCPO approval.
  - C. Ensure Supervisors monitor employee schedule compliance and have arranged for sufficient coverage of the unit.
  - D. Ensure all forms are submitted to the Payroll/Personnel Unit.
- IV. Chief (CPO)/Assistant Chief (ACPO)/Deputy Chief (DCPO):
  - A. Approve or deny AWS requests for any probationary employee upon determination the schedule is based on work requirements/performance and/or the needs of the Department.
- V. Payroll/Personnel Unit:
  - A. Compare submitted AWS Agreement forms with the employee's schedule in EMACS.
    1. Notify the assigned Supervisor of any inconsistencies.

### **Guidelines:**

- A. An AWS is a privilege, not a right, and is subject to continued satisfactory work performance, attendance, punctuality, and the ability to meet the department's standards in effectively completing work requirements.
- B. Any AWS may be terminated by Administration at any time upon review of its effectiveness. When making modifications or changes, the employee or employees shall be notified as required by the current Memorandum of Understanding (MOU) and County Policy.
- C. An AWS is available to employees only as described in each employee's MOU.
- D. If an employee on a 9/80 or 4/10 schedule is scheduled to work on a county holiday, the employee shall need to refer to their current MOU for requirements regarding paid hours and the use of leave time to ensure the appropriate number of hours in the pay period are met.
- E. Refer to the 9/80 Work Schedule Agreement Guidelines (Attachment B) and Employee Conditions for an Alternate Work Schedule Agreement (Attachment C) for further details.

### **Inspections:**

Refer to the Policy and Procedure Inspection Matrix.

### **Foundation:**

U.S. Department of Labor

ALTERNATE WORK SCHEDULES

California Labor Code, Section 512  
Fair Labor Standards Act (FLSA)


**References:**

California Nurses Association (MOU)  
SBCPOA Memorandum of Understanding (MOU)  
SEBA Memorandum of Understanding (MOU)  
Teamsters Local 1932 (MOU)  
Exempt Compensation Plan

Policies:

Employee Responsibility  
Personnel Employment Process

Issued by:

  
\_\_\_\_\_  
Tracy Reece, Chief Probation Officer

Original Issue Date: May 29, 1998

Revised: March 1, 2002  
Revised: September 29, 2011  
Revised: January 27, 2012  
Revised: March 5, 2018  
Revised: July 13, 2018  
Revised: March 31, 2020  
Revised: April 21, 2022

**Attachments:**

A – Alternate Work Schedule Agreement  
B – 9/80 Work Schedule Agreement Guidelines  
C – Employee Conditions for an Alternate Work Schedule Agreement

**SAN BERNARDINO COUNTY PROBATION DEPARTMENT  
ALTERNATE WORK SCHEDULE AGREEMENT**

EE ID:	Name:	Title:
Unit:	Office:	Supervisor:

I am requesting an Alternate Work Schedule as follows:

Please mark one:  9-80 Schedule     4-10 Schedule     Other Flex Schedule

Please list your working hours or "Off" for each day shown below:

Week	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
(1)							
(2)							

**Conditions of This Agreement:**

1. Management can terminate the Alternate Work Schedule Program at any time after review and determination that the program is not effectively addressing workload demands.
2. Participation in this program is contingent upon my satisfactory work performance and ability to remain free of disciplinary action.
3. I understand that I may face cancellation of this agreement for failure to report to work on time, extending breaks beyond noted time, taking lunch break at the incorrect time or for a longer period than agreed upon, or leaving before the end of my workday.
4. If I am promoted or reassigned, a schedule change may be necessary as determined by my new Supervisor based on the workload and scheduling needs of my new assignment.
5. Effective date (must be the first day of a pay period): \_\_\_\_\_
6. Length of lunch period (specify 30 minutes or one-hour): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Distribution:**  
 Original - Probation Personnel Office  
 1<sup>st</sup> Copy - Area Division Director II / Administrative Manager  
 2<sup>nd</sup> Copy - Employee's Supervisor  
 3<sup>rd</sup> Copy - Employee



TRACY REECE  
Chief Probation Officer

JULIE FRANCIS  
Assistant Chief Probation Officer

## 9/80 Work Schedule Agreement Guidelines

### General

The County offers the 9/80 Work Schedule in order to provide a valuable employee benefit, support the County's Commute Trip Reduction Program, and improve County operations by providing work schedule flexibility and enhancing employee morale.

Each department's appointing authority has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.

Participation in a 9/80 Work Schedule is a privilege, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.

Participation in the 9/80 work schedule is optional. No employee is required nor will they be compelled to participate.

### Business Hour Department Schedules

There are four 9/80 work schedules available for non 24 hour facilities. They include:

- 1st Friday of the Pay Period Off
- 2nd Friday of the Pay Period Off
- 1st Monday of the Pay Period Off
- 2nd Monday of the Pay Period Off

Only alternating Fridays or Mondays may be designated as a Flex Day. All Tuesdays, Wednesdays and Thursdays are 9-hour work days.

### 24 Hour or 7 Day Facility Schedule

The 24 hour 9/80 option is reserved for 24 hour facilities whose employees may Flex on any day other than Monday or Friday. The 9/80 day off must be taken in conjunction with two consecutive days off. For example, an employee whose regular workweek is Tuesday through Saturday would Flex every other Tuesday. Sunday and Monday would be 'regular' days off from work.

**Note:** A 24 hour facility supervisor may assign an employee to a 'Business Hour Department Schedule' if the employee's regular workweek is Monday – Friday and their regular days off are Saturday and Sunday.

**Use of the 24 Hour Facility Schedule must first be approved by the appropriate Human Resources Officer.**

### Flex Day Off

For Business Hour facilities (non 24 hour departments), only alternating Mondays or Fridays may be designated as the 8 hour work day. The other alternating Monday or Friday will be considered a day off (Flex Day).

Employees on 9/80 work schedules may be required to take an hour of qualified leave from their leave 'banks' for each holiday that falls on a 9-hour work day.

Alternatively, supervisors may give their employees the option of working an additional hour during the workweek, not the pay period, in lieu of using qualified leave time.

Any employee whose 9/80 day off is on an observed holiday will 'bank' the 8 hours of holiday time. This will be reported on the employee's Leave & Earnings Statement as 'holiday' accrued.

When Monday and Friday holidays fall on the employee's regular Monday or Friday 8 hour work day, the employee will be paid for the holiday in the same manner as those on a non 9/80 schedule.



TRACY REECE  
Chief Probation Officer

JULIE FRANCIS  
Assistant Chief Probation Officer

## Employee Conditions for an Alternate Work Schedule Agreement

1. Administration may terminate or modify an alternate work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements and cost effectiveness.
2. Continuance of this agreement is a privilege and is subject to my satisfactory work performance, attendance, punctuality, and my ability to meet the department's standards in effectively completing work requirements.
3. This agreement shall be terminated or modified immediately upon my failure to abide by the conditions of the agreement and/or for poor work performance, excessive absences or tardiness.
4. My alternate work schedule is subject to temporary adjustment in both days and hours of work to meet department, division or unit workload needs caused by staff shortages and/or workload increases.
5. A promotion or change in job assignment will require me to renegotiate this agreement according to policy guidelines should this agreement conflict with the needs of the unit or division to which I am promoted or assigned.
6. As part of an alternate work schedule, I agree to keep such records, logs or other information on a periodic or regular basis as may be required.
7. I understand my alternate work schedule may require me to support other work units or work divisions during my work schedule.
8. I may request termination of the agreement at any time for any cause by advising my immediate supervisor of the date I wish to withdraw from the alternate work schedule. The termination will be implemented as soon as practicable.
9. I understand I am required to either make up or use qualified leave (holiday, vacation, comp time, administrative, annual, etc.) whenever a countywide holiday falls on a work day.