

March 19, 2020

To: Hans Liang, President  
Jonathan Byrd, Chief Steward

Re: DPO MOU CONTRACT PROVISIONS REGARDING DEPARTMENTAL USE  
OF DECLARATION OF EMERGENCIES FOR TEMPORARY CHANGES IN  
OPERATIONS, REASSIGNMENTS, WORK SCHEDULES AND HOURS

ARTICLE 13            WORK HOURS AND SCHEDULES

Section 1 (D) (Transportation Deputies). Management may institute deviations from Appendix A during the term of this agreement under any of the following conditions:

- (1) Emergencies caused by absence, equipment failure, or other similar unforeseen events which occur no more than three (3) days prior to the need for change.
- (2) New requirements imposed by authorities outside the Probation Department (e.g. Board of Supervisors, Courts, etc.)
- (3) With prior written agreement of the President of the Deputy Probation Officers representation unit, or his delegate.

Section 2            Work Schedule Changes

Management may direct deviations or changes to an employee's work schedule on a temporary basis during emergency conditions.

Management will authorize deviations or changes to an employee's work schedule when the legitimate and reasonable needs of individual employees so require and do not conflict with work requirements.

## ARTICLE 15

## EMPLOYEE RELATIONS RULES

Where Management must make a change because of an emergency, it shall notify the Union immediately but shall make the necessary change to meet the emergency. “Emergency is defined as an unforeseen circumstance requiring the immediate implementation of the proposed action, such as natural disaster or civil disturbance”.

## ARTICLE 18

## WORKING OUT-OF-CLASS

### Section 2 Emergencies

Nothing herein shall limit the authority of the department head to make temporary Assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

## ARTICLE 36

## FULL UNDERSTANDING, MODIFICATIONS, WAIVER

### Paragraph (B)

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME indicating the proposed change prior to implementation.

Nothing herein shall limit the authority of Management to make necessary Changes during emergencies or when required to do so by law.

Management shall notify AFSCME of changes resulting from emergent or legal requirements as soon as practicable.

AFSCME shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management.

Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein.